

THIRD LEASE EXTENSION AGREEMENT (the "Third Extension Agreement"), dated as of April [xx], 2014 and retroactively effective as of January 1, 2014, between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, a public benefit corporation of the State of New York, having an office at One World Financial Center, 200 Liberty Street, 24<sup>th</sup> Floor, New York, New York 10281 ("Landlord") and GIGINO AT WAGNER PARK LLC, a New York limited liability company having an office c/o Giraldo Suarez Productions, 270 Lafayette Street, New York, New York 10012 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into an agreement (the "Original Lease"), dated as of June 16, 1999 and terminating on September 30, 2011, for lease of the building and improvements located within Robert F. Wagner, Jr. Park in Battery Park City, and having a street address of 20 Battery Place, New York, New York (the "Premises"); and

WHEREAS, Landlord and Tenant entered into a first lease extension agreement (the "First Extension Agreement") dated as of October 1, 2011, and a second lease extension agreement (the "Second Extension Agreement"), dated as of October 1, 2013, extending the term of the agreement through December 31, 2013 and modifying various terms and conditions thereof (the Original Lease, as amended by the First Extension Agreement and Second Extension Agreement, the "Lease Agreement"); and

WHEREAS, Landlord and Tenant desire to modify the Lease Agreement and to extend the term thereof as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Except as herein amended, (a) all defined terms shall have the same meaning as originally set forth in the Lease Agreement and (b) the Lease Agreement is hereby ratified and shall remain in full force and effect in accordance with its terms.
2. The Term of the Lease Agreement is hereby extended for an additional period of two years, from January 1, 2014 through December 31, 2015 (the "Third Extended Period") and the Expiration Date is hereby amended to be December 31, 2015.
3. Tenant shall increase the amount of the Security Deposit required under the Lease Agreement to Twenty Thousand Dollars (\$20,000), and the difference from the current amount of Twelve Thousand Five Hundred Dollars (\$12,500) shall be deposited with Landlord upon the execution of this Third Lease Extension Agreement.
4. The Minimum Annual Rent during the Third Extended Period is hereby amended to be \$85,000.00.

5. During the Third Extended Period, Tenant shall pay to Landlord, in addition to Minimum Annual Rent, annual sums of percentage rent ("Third Extended Period Percentage Rent") in an amount equal to eight and one-half percent (8.5%) of Gross Revenue collected by Tenant during each such calendar year, or portion thereof, minus the Minimum Annual Rent for such calendar year. The Third Extended Period Percentage Rent shall not be due and owing for any calendar year, or portion thereof, in which eight and one-half percent (8.5%) of Gross Revenue does not exceed Minimum Annual Rent.
6. Except as otherwise set forth in this Third Extension Agreement, the Third Extended Period Percentage Rent shall be paid in the same manner as payment of the Percentage Rent set forth in Section 3.04 of the Lease Agreement.
7. Effective as of the date of this Third Extension Agreement, the following sentence is added to the end of **Subsection 3.05(B)** and shall constitute a part thereof:


"Each Annual Percentage Rent Statement shall be certified by an independent public accounting firm (the "C.P.A.") approved by Landlord, approval of which shall not be unreasonably withheld. Such certification shall include, without limitation, a statement by C.P.A. that an examination of Tenant's books and records has been conducted by the C.P.A. in accordance with generally accepted auditing standards consistently applied and that the Annual Percentage Rent Statement has been prepared in accordance with generally accepted accounting principles consistently applied."
7. Except as amended herein, the Lease Agreement and all the covenants, terms, conditions and provisions thereof (a) are hereby ratified and confirmed in all respects and (b) shall bind and inure to the benefit of the parties thereto and their respective successors, except as may be provided in the Lease Agreement, as modified hereby, their respective assigns.
8. Tenant represents to Landlord that this Third Extension Agreement was not brought about or procured through any real estate broker, and Tenant agrees that should any claim be made by any broker, licensed or otherwise, for a brokerage commission or other compensation in connection with this Third Extension Agreement, through or on account of any acts of Tenant or its representatives, Tenant will indemnify and hold harmless Landlord from any and all liabilities and expenses in connection therewith.
9. This Third Extension Agreement shall not be binding upon Landlord unless and until it is signed by Landlord.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Third Extension Agreement as of the date first written above.

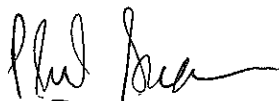
LANDLORD:

BATTERY PARK CITY AUTHORITY  
d/b/a HUGH L. CAREY BATTERY PARK  
CITY AUTHORITY

By:   
Name: Shari C. Hyman  
Title: president/COO

TENANT:

GIGINO AT WAGNER PARK LLC

By:   
Name: PHILIP SUAREZ  
Title: MEMBER