

SECOND LEASE AMENDMENT

WHEREAS Shelton Associates, LLC ("Shelton") as Landlord and Jennie Saunders (Saunders") as Tenant are parties to a certain Lease of a Condominium Unit dated February 15, 2007, as amended by a certain Lease Amendment dated as of June 3, 2009, (the "Lease") in respect of Condominium Unit 20A (the "Unit") at The Museum Tower Condominium, 15 West 53rd Street, New York, New York;

WHEREAS the parties wish to extend the Lease for a term of twelve (12) months;

WHEREAS, the Landlord has agreed to renew the Lease on the terms contained herein so long as there are assurances that as no default will occur hereafter in any and or all of the Tenant's obligations hereunder and under the Lease (collectively the "Obligations");

Now therefore, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. The monthly rent shall be \$22,500 per month effective March 15, 2010; provided, however the monthly rent shall be abated to \$20,000 unless and until Tenant defaults on the Obligations. Upon such default, the rent shall be \$22,500 per month commencing as of March 15, 2010, as if this abatement had never been contemplated or agreed. Tenant acknowledges that if she defaults, the monthly rent will increase both retroactively and prospectively.
2. The Lease shall terminate and Tenant shall vacate the Unit no later than March 14, 2011.
3. Tenant understands that it is of paramount concern to Landlord that Landlord has the right and ability at reasonable times on reasonable verbal notice to show the Unit to possible purchasers and mortgagees at any time or tenants during the last 90 days of the Lease. Tenant agrees to cooperate fully with Landlord and to allow such access and entry by Landlord. Section 67 of the Lease is deleted in its entirety. Failure to afford such access as aforesaid shall constitute a material default.

4. Landlord's Notice of Termination dated December 30, 2009 is withdrawn.
5. Except in case of emergency, Tenant shall incur no expense for which reimbursement from the Landlord is sought without the written consent of the Landlord or Landlord's real estate agent.
6. Landlord acknowledges that as of the date hereof, the Tenant is not in default with respect to any of its Obligations under the Lease, as amended.
7. Except as specifically set forth herein, the terms and conditions of the Lease shall remain in full force and effect. The Lease may be executed by facsimile or email.

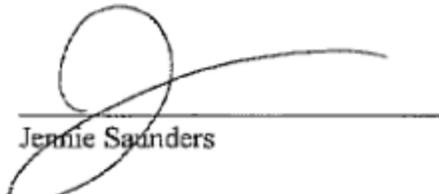
Dated as of February 23, 2010
New York, New York

LANDLORD:
Shelton Associates, LLC

by 

Douglas A. Lobel Attorney-in-fact

TENANT:



Jennie Saunders