

*a Barry said  
we wanted to  
to go floor if  
we did a blend  
extend*

*Pratt's  
Publ business  
261 Eleventh*

*McDon B. Szard  
operations & marketing*

*books the tunnel*

*Call regarding to  
elevator*

**MODIFICATION AND EXTENSION AGREEMENT**

*Steve Mpe  
wants to  
know about  
the elevator  
at 261 Eleventh Ave*

401

THIS AGREEMENT is made as of the 20<sup>th</sup> day of July, 2007, by and between 401 FIFTH LLC, with offices c/o Newmark Knight Frank, 125 Park Avenue, New York, New York 10017 ("Landlord"), and NEP IMAGE GROUP LLC having an office at 401 Fifth Avenue, New York, New York 10018 ("Tenant").

WITNESSETH:

Landlord and Tenant are, respectively, the current landlord and tenant under that certain lease dated as of November 14, 2003 (the "Lease") between Stahl 401 Fifth LLC (Landlord's predecessor-in-interest) (the "Prior Owner"), as landlord, and Tenant, as tenant, as modified by the Lease Modification Agreement, covering the entire seventh (7<sup>th</sup>) and eighth (8<sup>th</sup>) floors and 800 square feet of space in the sub-basement (the "Premises") in the building known as 401 Fifth Avenue, New York, New York (the "Building").

Landlord and Tenant wish to modify the Lease so as (i) to extend the expiration date of the term of the Lease, and (ii) to make various other modifications thereto, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Term. The term of the Lease is hereby extended for a period of approximately ten (10) years and six (6) months, so that the expiration date thereof shall be June 30, 2019 ("Extended Expiration Date").

2. "As Is Condition". Tenant is in possession of the Premises and is fully familiar with the condition of same, and, except as specifically set forth in this Lease, neither Landlord nor Landlord's agents have made any representations, warranties or promises, either express or implied, with regard to the physical condition of the Building or the Premises, the use or uses to which they may be put, or the condition of any mechanical, plumbing, electrical, flue, ventilation or exhaust systems servicing the Premises. Notwithstanding the foregoing, Landlord agrees that it will within nine (9) months of the date hereof (i) install floor drain(s) in the tank room(s) above the 8th floor of the Building and (ii) redecorate in a building standard manner the common area bathrooms on the 7<sup>th</sup> floor of the Building.

3. Base Rent For Premises (exclusive of Sub-Basement Space). The Base Rent for the Premises shall be as set forth in the Lease to and including November 30, 2008. Effective as of December 1, 2008, the Base Rent for the Premises shall be as follows:

- a. the sum of \$1,840,150.00 per year (\$153,345.83 per month) for the period from December 1, 2008 through November 30, 2013;
- b. the sum of \$2,134,457.00 per year (\$177,871.42 per month) for the period from December 1, 2013 through the Extended Expiration Date.

4. Base Rent For Sub-Basement Space. Effective as of December 1, 2008, the Rent for the Sub-Basement Space shall be \$600 per month for each month of the lease term.

5. Real Estate Taxes. Effective as of December 1, 2008, Article 41 of the Lease is hereby amended as follows: the term Base Tax Year in Section 43(a)(ii) shall mean the fiscal year commencing on July 1, 2008 and ending on June 30, 2009.

6. Broker. Landlord and Tenant each represent and warrant to the other that they neither consulted nor negotiated with any broker or finder with respect to this Agreement, or Tenant's lease or extension of lease of the Premises pursuant to the terms hereof other than CB Richard Ellis and Newmark Real Estate, Inc. Landlord and Tenant each agree to indemnify, defend and save the other harmless from and against any and all liability, damages, settlement payments, costs and expenses (including, without limitation, legal fees and disbursements incurred in defending any claim or action or in enforcing this indemnity), incurred by the other party as a result of or in connection with any claim, demand or action for fees or commissions from anyone other than CB Richard Ellis and Newmark Knight Frank with which the other party has dealt in connection with this Agreement or Tenant's lease of the Premises pursuant to the terms hereof. Landlord agrees to pay any commission or fees due to CB Richard Ellis and Newmark Knight Frank in connection with the Premises pursuant to Landlord's respective separate agreement with said broker.

7. Assignment. Article 65 of the Lease is hereby deleted in its entirety and replaced with the following:

"65.1 Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this Lease or any of its rights or estates hereunder, sublet the Premises or any part thereof, without the prior written consent of Landlord in each instance. If this Lease be assigned, or if the Premises or any part thereof be sublet, Landlord may, after default by Tenant, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent herein reserved, but no assignment, subletting, occupancy, or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, subtenant, or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Landlord's consent to an assignment or subletting shall not, in any wise, be construed to relieve Tenant from obtaining Landlord's express written consent to any further assignment or subletting. In no event shall any permitted sublessee assign or encumber its sublease, further sublet all or any portion of its sublet space, or otherwise suffer to permit the sublet space, or any part thereof, to be used or occupied by others, without Landlord's prior written consent in each instance, and the foregoing prohibitions and restrictions shall be expressly set forth in each sublease entered into by

Tenant. A modification, amendment or extension of a sublease shall be deemed to be a subletting.

65.2 a) If Tenant shall, at any time or times during the term of this Lease, desire to assign this Lease or sublet all or part of the Premises, Tenant shall give notice thereof to Landlord, which notice shall be accompanied by: (a) a conformed or photostatic copy of the proposed assignment or sublease, the effective or commencement date of which shall be not less than three (3) months prior to the contemplated date of commencement; (b) a statement setting forth, in reasonable detail, the identity of the proposed assignee or subtenant and its principals, the nature of its business and its proposed use of the Premises; and (c) current financial information with respect to the proposed assignee or subtenant and its principals, including its (and their) most recent financial report(s).

65.3 b) Landlord shall then have the right to elect, by notifying Tenant within forty-five (45) days of such delivery, to (i) terminate this Lease, as of such effective date as if it were the Expiration Date set forth in this Lease or (ii) accept an assignment of this Lease or sublease of the Premises by Tenant. If such sublease or assignment is accepted by Landlord, Tenant shall then promptly execute and deliver to Landlord, or Landlord's designee if so elected by Landlord, in form reasonably satisfactory to Landlord's counsel, an assignment or sublease which shall be effective as of such effective date. If Landlord elects to accept a sublease from Tenant of the portion of the demised premises affected by such proposed subletting or the entire demised premises in the case of a proposed subletting thereof, Tenant shall then promptly execute and deliver a sublease to Landlord, or Landlord's designee if so elected by Landlord, for the remainder of the demised term, commencing with such effective date, at (x) the rental terms reflected in the proposed sublease or (y) the rental terms contained in this Lease on a per rentable square foot basis, as elected by Landlord in such notice.

c) In the event that this Lease shall be assigned to Landlord or Landlord's designee or if the demised premises shall be sublet to Landlord or Landlord's designee pursuant to this Section 65.3, the provisions of any such sublease or assignment and the obligations of Landlord and the rights of Tenant with respect thereto shall not be binding upon or otherwise affect the rights of any holder of a superior mortgage or of a lessor under a Superior Lease unless such holder or Superior Lessor shall elect by written notice to Tenant to succeed to the position of Landlord or its designee, as the case may be, thereunder.

d) If Landlord should elect to have Tenant execute and deliver a sublease to Landlord or its designee pursuant to any of the provisions of this Section 65.3, said sublease shall be in a form reasonably satisfactory to Landlord's counsel and on all the terms contained in this Lease, except that:

(i) The rental terms, if elected by Landlord, may be either as provided in item (x) or item (y) of subsection 65.3(c) hereof;

- (ii) The sublease shall not provide for any work to be done for the subtenant or for any initial rent concessions or contain provisions inapplicable to a sublease, except that in the case of a subletting of a portion of the Premises Tenant shall either erect a demising wall or reimburse subtenant for the cost of erecting such demising walls as are necessary to separate the subleased premises from the remainder of the demised premises and to provide access thereto;
- (iii) The subtenant thereunder shall have the right to underlet the subleased premises, in whole or in part, without Tenant's consent;
- (iv) The subtenant thereunder shall not have the right to make, or cause to be made, any changes, alterations, decorations, additions and improvements without the Tenant's consent and/or the Landlord's consent as may be required under the Lease;
- (v) Such sublease shall expressly negate any intention that any estate created by or under such sublease be merged with any other estate held by either of the parties thereto;
- (vi) Any consent required of Tenant, as lessor under that sublease, shall be deemed granted if consent with respect thereto is granted by Landlord;
- (vii) Any failure of the subtenant thereunder to comply with the provisions of said sublease shall constitute a default thereunder or hereunder;
- (ix) Such sublease shall provide that Tenant's obligations with respect to vacating the demised premises and removing any changes, alterations, decorations, additions or improvements made in the subleased premises shall be limited to those which accrued and related to such as were made prior to the effective date of the sublease.

e) In the event of any assignment or sublease hereunder, the Fixed Rental and Additional Rental payable hereunder hereof shall be adjusted in proportion to the portion of the Premises affected by such assignment or Sublease.

65.4 In the event that Landlord does not exercise any of the options available to it pursuant to Section 65.3 above and provided that Tenant is not in default of any of Tenant's obligations under this Lease, Landlord's consent (which shall be in form reasonably satisfactory to Landlord) to the proposed assignment or sublease shall not be unreasonably withheld or delayed, provided and upon condition that:

65.4.1 Tenant shall have complied with the provisions of Article 65.1 above;

65.4.2 In Landlord's reasonable judgment the proposed assignee or subtenant is engaged in a business or activity, and the Premises will be used in a manner, which is (a) limited to the use of the Premises permitted herein; (b) will not violate any negative covenant herein; and (c) will not be in violation of the use restrictions set forth elsewhere in this Lease.

65.4.3 The proposed assignee or subtenant (and its principals) are reputable persons of good character and with sufficient financial worth considering the responsibility involved in the reasonable judgment of Landlord and Landlord has been furnished with proof thereof;

65.4.4 The nature and character of the proposed subtenant or assignee, its business or activities and intended use of the demised premises is, in Landlord's reasonable judgment, in keeping with the standards of the Building and the floor or floors on which the demised premises are located;

65.4.5 Neither the proposed assignee or subtenant nor any person who, directly or indirectly, controls, is controlled by, or is under common control with, the proposed assignee or subtenant, (a) is then a tenant or an occupant of any part of 401 Fifth Avenue or 398 Fifth Avenue, nor (b) is a party who has made an offer to, or is then negotiating with, Landlord or Landlord's agent (directly or through a broker) with regard to space in the Building either currently or during the six (6) months immediately preceding Tenant's request for consent;

65.4.6 The form of the proposed sublease or instrument of assignment shall be in form reasonably satisfactory to Landlord and shall comply with the applicable provisions of this Article;

65.4.7 Within fifteen (15) days of presenting documentation of same, Tenant shall reimburse Landlord for the reasonable costs that may be incurred by Landlord in connection with said assignment or sublease, including, without limitation, the costs of making investigations as to the acceptability of the proposed assignee or subtenant, and reasonable legal fees incurred in connection with the requested consent;

65.4.8 The Premises shall not, without Landlord's prior written consent, have been listed or otherwise been publicly advertised for assignment or subletting at a rental rate lower than the then prevailing rental for other similar space in the Building; and

65.4.9 The proposed occupancy shall not impose an unreasonable extra burden upon services to be supplied by Landlord to Tenant or to other tenants of the Building.

65.5 No assignment or subletting shall be made:

65.5.1 by the legal representatives of Tenant or by any person to whom Tenant's interest under this Lease passes by operation of law, except in compliance with the provisions of this Article; or

65.5.2 to any person or entity for the conduct of a business which is not in keeping with the then Certificate of Occupancy for the Building or such floor, if applicable, and applicable zoning laws.

65.6 The sublease shall expressly prohibit the use of the Premises or any part thereof for any use other than the use set forth in paragraph 2 of the prefixed printed form, which use shall also be deemed to include general, sales and executive offices in addition to video and audio production including television studios and office space.

65.7 In the event that Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within ninety (90) days after the giving of such consent, then Tenant shall again comply with all of the provisions and conditions of Section 65.1 before assigning this Lease or subletting all or part of the Premises.

65.8 Each subletting pursuant to this Article shall be subject to all of the applicable covenants, agreements, terms, provisions and conditions contained in this Lease. Notwithstanding any such subletting and/or acceptance of Fixed Rental or Additional Rental by Landlord from any subtenant, Tenant shall and will remain fully liable for the payment of the Fixed Rental and Additional Rental due, and to become due, hereunder, for the performance of all of the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and for all acts and omissions of any licensee, subtenant, or any other person claiming under or through any subtenant that shall be in violation of any of the obligations of this Lease, and any such violation shall be deemed to be a violation by Tenant. Tenant further agrees that, notwithstanding any such subletting, no other and further subletting of the Premises by Tenant, or any person claiming through or under Tenant shall, or will be made, except upon compliance with, and subject to, the provisions of this Article. If Landlord shall decline to give its consent to any proposed assignment or sublease, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Landlord by the proposed assignee or subtenant or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

65.9 With respect to each and every sublease or subletting, it is further agreed that:

65.9.1 no subletting shall be for a term ending later than one day prior to the expiration date of the term of this Lease;

65.9.2 no sublease shall be valid, and no subtenant shall take possession of the Premises or any part thereof, until an executed counterpart of such sublease has been delivered to Landlord;

65.9.3 each sublease shall provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that, in the event of termination, re-entry, or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant as sublandlord under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not: (a) be liable for any previous act or omission of Tenant under such sublease; (b) be subject to any offset that theretofore accrued to such subtenant against Tenant; or (c) be bound by any previous modification of such sublease or by any previous prepayment of more than one month's fixed rental or any additional rental then due under the sublease.

65.10 Any assignment or transfer shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement, in form and substance satisfactory to Landlord, whereby the assignee shall assume all of the obligations of this Lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions contained in Section 65.1 shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Fixed Rental and/or Additional Rental by Landlord from an assignee, transferee, or any other party, the original named Tenant shall remain fully liable for the payment of Fixed Rental and Additional Rental and for the other obligations of this Lease on the part of the Tenant to be performed or observed.

65.11 In no event shall Tenant be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claims, for money damages (nor shall Tenant claim any money damages by way of set-off counterclaim or defense) based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed its consent or approval to a proposed assignment or subletting as provided for in this Article. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

65.12 The listing of any name other than that of Tenant, whether on the doors of the Premises, or otherwise, shall not operate to vest any right or interest in this Lease or in the Premises, nor shall it be deemed to be the consent of Landlord to any assignment or transfer of this Lease, to any sublease of the Premises, or to the use or occupancy thereof by others.

65.13 If Tenant shall assign this Lease or sublease all or any part of the demised premises, Tenant shall pay to Landlord, as Additional Rent:

(i) in the case of an assignment, an amount equal to one half (1/2) of all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment or otherwise (including, but not limited to, sums paid for the sale of Tenant's fixtures (excluding trade fixtures or equipment), leasehold improvements, equipment, furniture, furnishings or other personal property, less, in the case of a sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns); and

(ii) in the case of a sublease, one half (1/2) of any rents, additional charge or other consideration payable under the sublease or otherwise to Tenant by the subtenant which is in excess of the fixed annual rent and additional rent accruing during the term of the sublease in respect of the subleased space (at the rate per square foot payable by Tenant hereunder) pursuant to the terms hereof (including, but not limited to, sums paid for the sale or rental of Tenant's fixtures (excluding trade fixtures or equipment), leasehold improvements, equipment, furniture or other personal property, less, in the case of the sale thereof, the then

net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns).

The sums payable under this Section 65.13 shall be paid to Landlord as and when paid by the subtenant or assignee, as the case may be, to Tenant.

65.14 No assignment of this Lease or subletting of all or a portion of the Premises shall release or affect the obligations of NEP Supershooters L.P. (a principal of Tenant) under his guaranty of this Lease being delivered to Landlord concurrently herewith, unless agreed to by Landlord in its sole discretion.

65.15 Tenant shall have the right, subject to the terms and conditions hereinafter set forth, without the consent of, but on written notice to, Landlord, but subject to Tenant's satisfaction of the conditions set forth in Sections 65.1, 65.4.2, 65.4.3, 65.4.4, 65.5.2 and 65.10 above, to assign its interest in this Lease (i) to any corporation which is a successor to Tenant either by merger or by consolidation, (ii) to a purchaser of all or substantially all of Tenant's assets (provided such purchaser shall have also assumed substantially all of Tenant's liabilities), or (iii) to an entity which shall control, be under the control of, or be under common control with Tenant (any such entity referred to in this clause (iii) being a Related Entity).

65.16 Article 47 of the Lease is hereby deleted in its entirety."

8. Notices.

(a) Article 56 of the Lease is hereby amended to change the managing agent of the Building from Colliers ABR, Inc. to Newmark Knight Frank, 125 Park Avenue, New York, New York 10017, (212) 372-2000.

(b) Article 74 of the Lease is hereby amended to provide that notices to Owner be sent to:

401 Fifth LLC  
c/o The Chetrit Group  
404 Fifth Avenue  
New York, New York 10018

with a required copy to:

Newmark Knight Frank  
125 Park Avenue  
New York, New York 10017

with a required copy to:

Gerstein Strauss & Rinaldi LLP  
57 West 38<sup>th</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10018

(c) Article 74 of the Lease is hereby amended to provide that notices to Tenant be sent to:

Barry Katz, Sr. VP  
NEP Image Group LLC  
401 5th Avenue, 7th Floor  
New York, New York 10016

with a required copy to:

Bart R. Huchel VP Finance & CFO  
NEP Broadcasting, LLC  
2 Beta Drive  
Pittsburgh, Pennsylvania 15238

with a required copy to:

Regina A. Matejka, Esq.  
1122 Franklin Ave., Ste. 406  
Garden City, New York 11530

9. Miscellaneous.

(a) Tenant hereby covenants and represents that it has not assigned the Lease or sublet all or any portion of the Premises.

(b) Tenant acknowledges that Landlord has performed all obligations imposed by the Lease upon Landlord to be performed prior the date hereof.

(c) As extended and modified hereby, the Lease is hereby ratified and confirmed and shall continue in full force and effect.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

(e) Landlord and Tenant agree that this Agreement shall not be recorded.

(f) This Agreement, together with the Lease, constitutes the entire Agreement of the parties hereto with respect to the matters stated herein, and may not be amended or modified unless such amendment or modification shall be in writing and shall have been signed by the party against whom enforcement is sought.

(g) This Agreement shall be construed and governed by the laws of the State of New York.

(h) No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

(i) If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement or the application of such provision other than to

the extent that it is invalid or unenforceable shall not be affected, and each provision of this Agreement shall remain in full force and effect notwithstanding the invalidity or unenforceability of such provision, but only to the extent that application and/or enforcement, as the case may be, would be equitable and consistent with the intent of the parties in entering into this Agreement.

(j) This Agreement shall not be binding upon the parties hereto until the same shall have been executed and delivered by each of the parties hereto.

10. Air Conditioning Ductwork. Tenant has requested that Landlord replace the VAV control systems in the air conditioning ductwork. In lieu of Landlord performing such work, Tenant shall perform the work and Landlord shall reimburse Tenant for the cost to replace the VAV control systems, which work will consist of design, demolition, installation of the control and damper, rerouting ductwork and sheetrocking as required. The maximum amount that Landlord will reimburse Tenant for the work described above shall be \$50,000.00 (exclusive of the Work Contribution set forth in par 12 below). Tenant shall provide Landlord with copies of paid receipts and invoices for such work and Landlord will reimburse Tenant within twenty (20) days of receipt of such paid receipts and invoices.

11. Further to Article 58 of the Lease, Landlord shall extend the Cooling Season during which it provides condenser water to the Premises through and including October 30 of each Lease year at no additional charge to Tenant, other than as described in Article 58(g) of the Lease.

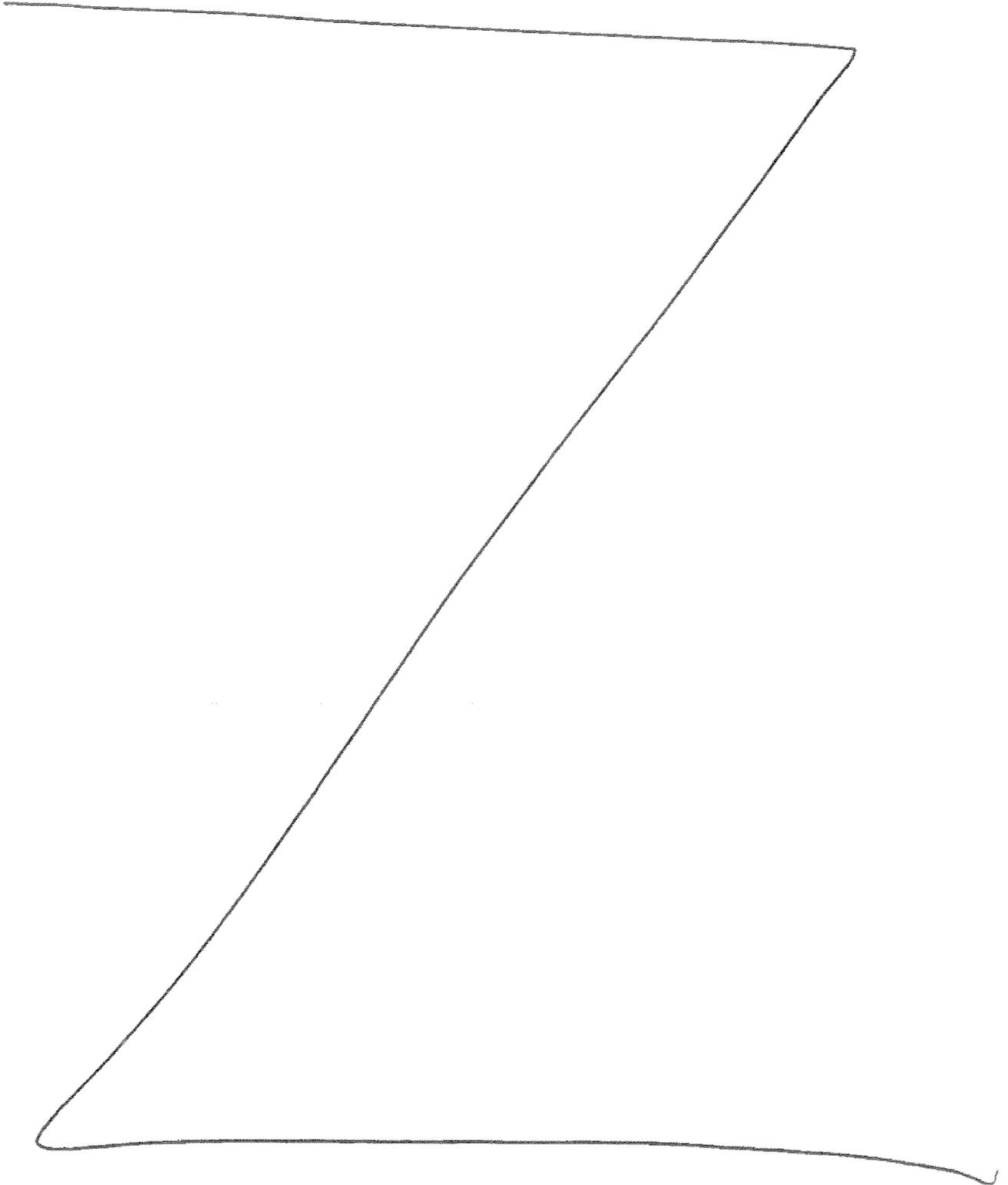
12. Work Contribution. Provided that Tenant is not in default of its obligations of the Lease, Tenant shall be entitled to a work contribution in the amount of \$1,000,000.00, to be paid by Landlord as follows: \$250,000.00 ("First Installment") when Tenant delivers to Landlord this Lease Amendment and the Guaranty Confirmation, each fully executed; \$250,000.00 on October 1, 2007; \$250,000.00 January 1, 2008; and \$250,000.00 April 1, 2008. If Landlord fails to make any of the above referenced payments on the due date, Tenant can deduct the amount of the past due payment from the next payments of Fixed Rent then due.

13. Stairway Access. Landlord shall, at all times during the term of this Lease, have access to Stairway "C", from the 7th and 8th floors of the Building.

14. Duct Detectors. Tenant agrees at its sole cost and expense to promptly remove and seal over the abandoned fire alarm duct detectors on the eighth floor of the Building.

15. Landlord's Roof Work. Landlord will use good faith, commercially reasonable efforts to reduce the level of noise and vibration that emanates into the Premises during work performed by Landlord on the roof or façade of the Building. If the Work to the roof or façade to be performed by Landlord is voluntary in nature (i.e., not required in order to comply with law or in an emergency), Landlord agrees, when possible, to perform such work prior to 9:00 a.m. and after 5:00 p.m. in the event the noise and vibration cannot be reduced sufficiently to not interfere with Tenant's taping or production work. In the event Landlord cannot perform the work during such hours, Landlord will work with Tenant in good faith to schedule the work which will materially interfere with Tenant's use of the Premises between the hours of 9:00 a.m. and 5:00 p.m. at such times that Tenant is not actually taping or using its production studios.

16. Counterparts. This Amendment may be executed in any number of facsimile counterparts, with the same effect as if all of the parties hereto had signed the same document. All counterparts shall together constitute one agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:  
401 FIFTH LLC

By: \_\_\_\_\_  
Name:  
Title:

TENANT:  
NEP IMAGE GROUP LLC

By:   
Name: Karen KATZ  
Title: SVP/Gen

By executing this Lease Modification, the undersigned Guarantor hereby consents to the terms hereof and ratifies and confirms all of its obligations under the Guaranty dated as of November 14, 2003.

NEP SUPERSHOOTERS L.P.

By: NEP BROADCASTING LLP,  
its General Partner

By:   
Name: BART R. HUCHEL  
Title: CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:  
401 FIFTH LLC

By: \_\_\_\_\_  
Name: Meyer Chetrit  
Title: ~~Chairman~~  
Member

TENANT:  
NEP IMAGE GROUP LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By executing this Lease Modification, the undersigned Guarantor hereby consents to the terms hereof and ratifies and confirms all of its obligations under the Guaranty dated as of November 14, 2003.

NEP SUPERSHOOTERS L.P.

By: NEP BROADCASTING LLP,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_