

SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE dated as of February __, 2013 (this "Amendment") between **11 WEST 42 REALTY INVESTORS, L.L.C.**, a Delaware limited liability company having an office c/o Tishman Speyer Properties, L.P., 45 Rockefeller Plaza, New York, New York 10111 ("Landlord"), and **SPRINGER PUBLISHING COMPANY, LLC.**, a New York limited liability company having an office at 11 West 42nd Street, New York, New York 10036 ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord's predecessor-in-interest, 11 West 42 Limited Partnership, and Tenant's predecessor-in-interest, Springer Publishing Company, Inc., entered into that certain Lease dated as of April 8, 2004, as amended by First Amendment to Lease dated as of June 15, 2011 (as so amended, the "Original Lease"), covering a portion of the 15th floor (the "Original Premises") of the building known as 11 West 42nd Street, New York, New York (the "Building"), all as more particularly described in the Original Lease; and

WHEREAS, Landlord and Tenant desire to modify the Original Lease to (i) provide for the leasing by Tenant under the Original Lease of another portion of the 15th floor of the Building, being more particularly shown on Exhibit A attached hereto (the "Additional Premises"), and (ii) otherwise modify the terms and conditions of the Original Lease, all as hereinafter set forth (the Original Lease, as modified by this Amendment, the "Lease").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Capitalized Terms. All capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Original Lease.

2. Lease of Additional Premises. (a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Additional Premises for a term commencing on the date of this Amendment (the "Additional Premises Commencement Date") and ending on the Extended Expiration Date (i.e., October 31, 2022) or such earlier date upon which the term of the Lease may expire or be terminated pursuant to any of the conditions of limitation or other provisions of the Lease or pursuant to law, upon all of the terms and conditions of the Original Lease, as modified by this Amendment.

(b) Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Additional Premises on the Additional Premises Commencement Date vacant and broom clean.

(c) Effective as of the Additional Premises Commencement Date, Tenant shall lease the Additional Premises upon all of the terms and conditions of the Original Lease, except as follows:

(i) The Fixed Rent payable under the Lease with respect to the Additional Premises shall be an amount equal to (A) \$139,296.00 per annum (\$11,608.00 per month) for the period commencing on the Additional Premises Commencement Date and ending on the day preceding the fifth anniversary of the Additional Premises Commencement Date and (B) \$150,904.00 per annum (\$12,575.34

per month) for the period commencing on the fifth anniversary of the Additional Premises Commencement Date and ending on Extended Expiration Date, both dates inclusive, payable at the times and in the manner specified in the Lease for the payment of Fixed Rent.

(ii) The Additional Premises shall be deemed to consist of 2,902 rentable square feet for all purposes of the Lease.

(iii) Tenant shall pay all Additional Rent payable pursuant to the Original Lease, including Article 7 thereof, except with respect to the Additional Premises only, (A) "Base Tax Year" shall mean the Tax Year commencing on July 1, 2013 and ending on June 30, 2014, (B) "Base Expense Year" shall mean the Comparison Year commencing on January 1, 2013 and ending on December 31, 2013, (C) "Tenant's Proportionate share" shall mean 0.315 percent in respect of Operating Expenses and 0.303 percent in respect of Taxes.

(iv) The reference to the Electrical Inclusion Factor in Article 1 of the Original Lease is deleted therefrom.

(v) Notwithstanding the foregoing, provided that Tenant shall not be in default beyond the expiration of any applicable notice and cure periods set forth in the Lease of any of the terms, conditions or covenants contained in the Lease, Tenant's obligation to pay Fixed Rent in respect of the Additional Premises shall be abated for the period commencing on the Additional Premises Commencement Date and ending on the day preceding the four month anniversary of the Additional Premises Commencement Date, both dates inclusive.

(d) Tenant has inspected the Additional Premises and agrees (A) to accept possession of the Additional Premises in the "as is" condition existing on the Additional Premises Commencement Date, (B) that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Additional Premises or the Building except as expressly set forth herein, and (C) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to the Additional Premises to prepare the Additional Premises for Tenant's occupancy. Tenant's occupancy of any part of the Additional Premises shall be conclusive evidence, as against Tenant, that (1) Tenant has accepted possession of the Additional Premises in their then current condition, and (2) the Additional Premises and the Building are in a good and satisfactory condition as required by this Amendment.

(e) Landlord shall redistribute or furnish electricity to or for the use of Tenant in the Additional Premises for the operation of Tenant's electrical systems and equipment in the Additional Premises in accordance with Section 10.1 of the Original Lease. Tenant shall pay for such electric current in the manner set forth in Section 10.1 of the Original Lease. Landlord shall install a meter or meters, at Landlord's expense, to measure Tenant's consumption of electricity in the Additional Premises, which meter shall be maintained by Landlord. Where more than one meter measures Tenant's consumption of electricity in the Additional Premises, the electricity measured by each meter shall be computed and billed at the same time in accordance with the provisions set forth above. Bills for such amounts shall be rendered to Tenant in accordance with Section 10.1 of the Original Lease.

(f) Except as provided in this Amendment, all references in this Amendment to the "Premises" shall from and after the Additional Premises Commencement Date be deemed

to include the Additional Premises for all purposes of the Lease. With respect to the Additional Premises only, all references in the Original Lease to "Term" or "term of this Lease" or words of similar import shall from and after the Additional Premises Commencement Date be deemed to refer to the term of the leasing of the Additional Premises. Each reference in the Original Lease to "this Lease", "herein", "hereunder" or words of similar import shall be deemed to refer to the Lease.

3. Brokerage. Each of Landlord and Tenant represents and warrants to the other that it has not dealt with any broker in connection with this Amendment other than Tishman Speyer Properties, L.P. (collectively, the "Broker") and that, to the best of its knowledge, no other broker negotiated this Amendment or is entitled to any fee or commission in connection herewith. Landlord shall pay the Broker any commission which may be due in connection with this Amendment pursuant to a separate agreement. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof which Tenant may incur by reason of any claim of or liability to the Broker and any other broker, finder or like agent arising out of any dealings claimed to have occurred between Landlord and the claimant in connection with this Amendment, or the above representation being false. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof which Landlord may incur by reason of any claim of or liability to any broker, finder or like agent (other than the Broker) arising out of any dealings claimed to have occurred between Tenant and the claimant in connection with this Amendment, or the above representation being false. The provisions of this Section 3 shall survive the expiration or earlier termination of the term of the Lease.

4. Representations and Warranties. (a) Tenant represents and warrants to Landlord that, as of the date hereof, (i) the Original Lease is in full force and effect and has not been modified except pursuant to this Amendment; (ii) to the best of Tenant's knowledge, there are no defaults existing under the Lease; (iii) to the best of Tenant's knowledge, there exist no valid abatements, causes of action, counterclaims, disputes, defenses, offsets, credits, deductions, or claims against the enforcement of any of the terms and conditions of the Lease; (iv) this Amendment has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant; (v) to the best of Tenant's knowledge, Landlord has paid all amounts and performed all work required to be paid or performed under the Lease in connection with Tenant's initial occupancy of the Original Premises under the Lease; and (vi) to the best of Tenant's knowledge, Landlord is not in default of any of its obligations or covenants under the Lease.

(b) Landlord represents and warrants to Tenant that, as of the date hereof, (i) the Original Lease is in full force and effect and has not been modified except pursuant to this Amendment; (ii) to the best of Landlord's knowledge, there are no defaults existing under the Lease; (iii) this Amendment has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord; and (iv) to the best of Landlord's knowledge, Tenant is not in default of any of its obligations or covenants under the Lease.

5. Miscellaneous. (a) Except as set forth herein, nothing contained in this Amendment shall be deemed to amend or modify in any respect the terms of the Original Lease

and such terms shall remain in full force and effect as modified hereby. If there is any inconsistency between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall be controlling and prevail.

(b) This Amendment contains the entire agreement of the parties with respect to its subject matter and all prior negotiations, discussions, representations, agreements and understandings heretofore had among the parties with respect thereto are merged herein.

(c) This Amendment may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

(d) This Amendment shall not be binding upon Landlord or Tenant unless and until Landlord shall have delivered a fully executed counterpart of this Amendment to Tenant.

(e) This Amendment shall be binding upon and inure to the benefit of Landlord and Tenant and their successors and permitted assigns.

(f) This Amendment shall be governed by the laws of the State of New York without giving effect to conflict of laws principles thereof.

(g) The captions, headings, and titles in this Amendment are solely for convenience of reference and shall not affect its interpretation.

(h) The liability of Landlord for Landlord's obligations under this Amendment shall be limited to Landlord's interest in the Building and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "Parties") in seeking either to enforce Landlord's obligations under this Amendment or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

LANDLORD:

11 WEST 42 REALTY INVESTORS, L.L.C.

By: _____

Name:

Title:

TENANT:

SPRINGER PUBLISHING COMPANY, LLC.

By: _____

Name:

Title:

Mannheim Holdings LLC ("Guarantor") confirms that (a) the Obligations of Guarantor as guarantor under the Lease referred to in the Guaranty of Lease dated as of April 8, 2004 from Guarantor to Landlord include the obligations of Tenant under the above Amendment and that (b) the making and performance of such Amendment shall in no way affect or release Guarantor from any of its obligations or liabilities under such Guaranty, as confirmed hereby.

MANNHEIM HOLDINGS LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A

ADDITIONAL PREMISES FLOOR PLAN

The floor plan that follows is intended solely to identify the general location of the Additional Premises and should not be used for any other purpose. All areas, dimensions, and locations are approximate, and any physical conditions indicated may not exist as shown.