

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), made as of the 30th day of June, 2018, by and between **601 OFFICE SUITES, LLC**, a Delaware limited liability company ("Licensor") and **CITADEL ENTERPRISE AMERICAS LLC**, a Delaware limited liability company ("Licensee").

WITNESSETH THAT:

WHEREAS, the Licensee wishes to obtain a license to use certain of Licensor's premises and Licensor wishes to grant a license the use of such premises to Licensee;

NOW THEREFORE, in consideration of the foregoing recital and for further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

ARTICLE 1

BASIC LICENSE PROVISIONS AND ENUMERATION OF EXHIBITS

1.1. **INTRODUCTION**. The following sets forth the basic data and identifying Exhibits, elsewhere hereinafter referred to in this License, and, where appropriate, constitutes definitions of the terms hereinafter listed.

1.2. **BASIC DATA**.

Date:	June 30, 2018
Master Landlord:	BP/CGCENTER I LLC, a Delaware limited liability company
Present Mailing Address of Master Landlord:	c/o Boston Properties, Inc. 599 Lexington Avenue New York, New York 10022 Attn.: Robert E. Selsam, Senior Vice President
Licensor:	601 OFFICE SUITES, LLC, a Delaware limited liability company
Present Mailing Address of Licensor:	601 Office Suites LLC c/o Benjamin Heitner, CPA 786 Walt Whitman Road Melville, NY 11746

Licensee: CITADEL ENTERPRISE AMERICAS LLC
a Delaware limited liability company.

Present Mailing Address of Licensee: Citadel Enterprise Americas LLC
131 South Dearborn Street
Chicago, Illinois 60603
Attention: Global Head Real Estate, Facilities and Services,
Bob Kaplan

And to: 131 South Dearborn Street
Chicago, Illinois 60603
Attention: Legal Department

With a courtesy copy sent via email to:
CitadelAgreementNotice@citadelgroup.com

Commencement Date: July 1, 2018

Rent Commencement Date: July 1, 2018

Expiration Date: February 28, 2022

License Term: 44 months

License Year: A period of twelve (12) consecutive calendar months, commencing on the first day of January in each year, except that the first License Year of the License Term shall be the period commencing on the Commencement Date and ending on the succeeding December 31, and the last License Year of the License Term shall be the period commencing on January 1 of the calendar year in which the License Term ends and ending with the Expiration Date.

Master Lease: That certain Amended and Restated Office Space Lease dated as of May 21, 2012, by and between Master Landlord and Citibank, N.A. ("Sublandlord"), as amended by the First Amendment, dated February 13, 2015, the Second Amendment, dated March 15, 2017 and a letter agreement, dated May 8, 2017

Sublease: That certain Agreement of Sublease dated February 1, 2018, by and between Sublandlord and Licensor.

Building: The forty-six (46) story office tower located at 601

Lexington Avenue, New York, New York.

Licensed Premises:

That portion of the Building consisting of approximately 24,186 square feet of rentable area located on a portion of the 20th floor of the Building and commonly known as Suite 2000, as more particularly depicted on Exhibit A hereto.

Gross Rent:

Period	Rent per RSF	Annual Gross Rent	Monthly Gross Rent
July 1, 2018 - June 30, 2019	\$90.00	\$2,176,740.00	\$181,395.00
July 1, 2019 - June 30, 2020	\$94.30	\$2,280,739.80	\$190,061.65
July 1, 2020 - June 30, 2021	\$98.69	\$2,386,916.34	\$198,909.70
July 1, 2021 - February 28, 2022	\$103.16	\$2,495,027.76	\$207,918.98

Brokers:

Jones Lang LaSalle Brokerage, Inc.

1.3. ENUMERATION OF EXHIBITS. The following Exhibits are a part of this License, are incorporated herein by reference, attached hereto, and are to be treated as a part of this License for all purposes. Undertakings contained in such Exhibits are agreements on the part of License and Licensee, as the case may be, to perform the obligations stated therein.

- Exhibit A -- Description of the Licensed Premises.
- Exhibit B -- Scope of Licensor's Work.
- Exhibit C -- Master Landlord's Services.
- Exhibit D -- Licensee's Work.
- Exhibit E -- Unwanted Licensor FF&E

ARTICLE 2

LICENSED PREMISES

2.1. LICENSED PREMISES.

(a) Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to the Licensed Premises described in Exhibit A hereto, for the term hereinafter stated, for the rent hereinafter reserved and upon and subject to the covenants, agreements, terms, conditions, limitations, exceptions and reservations contained in this License

(b) In addition, as part of the License, Licensee shall have the non-exclusive right to use in common with others, subject to any Building rules and regulations promulgated by Master Landlord, such stairwells, elevators, lobbies and other areas and facilities designated by Master Landlord from time to time as common areas and facilities of the Building.

(c) . The Parties only intend to create a license hereunder and do not intend to create a lease or any other interest in real property for Licensee through this License Agreement.

ARTICLE 3

LICENSE TERM

3.1. COMMENCEMENT DATE. The term of this License (the "License Term") shall commence on July 1, 2018. Such date of commencement is hereinafter called the "Commencement Date". If Licensor fails to deliver possession of the Licensed Premises on the Commencement Date for any reason, Licensor shall use reasonable efforts to deliver possession as soon thereafter as practicable and the Commencement Date shall be deemed to be the first (1st) day thereafter that actual possession is so delivered. If Licensee occupies all or any portion of the Licensed Premises prior to the Commencement Date specified above (except as set forth in Section 4.3 below), the Commencement Date shall be treated as having occurred on such date of occupancy.

3.2. EXPIRATION DATE. The License Term shall end on February 28, 2022, which ending date is hereinafter called the "Expiration Date", or shall end on such earlier date upon which the License Term may expire or be terminated pursuant to any of the conditions of limitation or other provisions of this License or pursuant to law.

ARTICLE 4

COMPLETION OF THE LICENSED PREMISES

4.1. PERFORMANCE OF WORK. Licensee has inspected the Licensed Premises and, except for Licensor's Work as described below, the completion of which shall not be a condition precedent to the commencement of the License on the Commencement Date, the Licensed Premises are being licensed in "AS IS" broom clean condition as of the Commencement Date (but substantially in the condition existing as of the date hereof, fire,

casualty and reasonable wear and tear in connection with the existing occupant's move-out (excepted), without representation or warranty by Licensor. Licensee acknowledges that, except for Licensor's work as described on Exhibit B ("Licensor's Work"), any work necessary to prepare the Licensed Premises for Licensee's occupancy shall be performed solely by Licensee in accordance with the provisions of this License.

4.2. QUALITY AND PERFORMANCE OF WORK. All construction work required or permitted by this License shall be done in a good and workmanlike manner and in compliance with the terms of the Master Lease, all applicable laws and requirements of public authorities and insurance bodies related to, or arising out of the performance of, such construction work.

4.3. LICENSEE ENTRY. Licensor shall use reasonable efforts to permit Licensee to enter the Licensed Premises prior to the Commencement Date as is reasonably necessary solely for the purpose of inspecting the same and taking measurements in preparation for the performance of Licensee's Work.

4.4. LICENSEE'S WORK. Licensee shall perform the work in the Licensed Premises as are more particularly described on Exhibit D ("Licensee's Work"), which shall, in all respects, be subject to the prior consent of Master Landlord. Licensor shall use commercially reasonable efforts to assist Licensee in obtaining the Master Landlord's consent to the Licensee's Work and, upon obtaining the Master Landlord's consent to such Licensee Work, Licensee may perform same.

4.5. FURNITURE, FIXTURES & EQUIPMENT. During the License Term, Licensee shall have the right to utilize all furniture, fixtures and equipment located in the Licensed Premises (hereinafter, the "Licensor's FF&E"). Notwithstanding the forgoing, prior to or promptly after the Commencement Date, Licensor shall, at Licensor's sole cost and expense, remove those items of Licensor's FF&E from the Licensed Premises as are more particularly listed on Exhibit E (the "Unwanted Licensor FF&E").

ARTICLE 5

ANNUAL FIXED RENT AND FIRST MONTH'S RENT

5.1. GROSS FIXED RENT. Licensee agrees to pay to Licensor commencing on the Rent Commencement Date (but subject to the provisions of Section 5.2) and thereafter monthly, in advance, on the first day of each and every calendar month during the License Term, a sum equal to Monthly Gross Rent specified in Section 1.2 hereof in lawful money of the United States, without any set-off or deduction whatsoever. Gross Fixed Rent for any partial months during the License Term shall be prorated on a per diem basis. Until notice of some other designation is given, Monthly Gross Rent and all other charges for which provision is herein made shall be paid by remittance to or to the order of Licensor at the following address: 601 Office Suites LLC, c/o Benjamin Heitner, CPA, 786 Walt Whitman Road, Melville, NY 11746. For the avoidance of doubt, the rent payable by Licensee to Licensor under this License is a gross rental and Licensee shall have no separate obligation to pay any sums on account of operating expenses or real estate taxes. Notwithstanding the foregoing, in the event that Licensor has not substantially completed the Licensor's Work by July 25, 2018 (as such day may be

extended due to delays caused by Licensee), then for every day from and after July 25, 2018 such Licensor's Work is not substantially completed, Licensee shall receive the equivalent of one day of free Gross Fixed Rent, which accrued free Gross Fixed Rent Licensee may apply toward the next installment of Gross Fixed Rent payable under this Agreement. In addition, if the Licensor's Work is not substantially completed by July 25, 2018, then Licensee shall have the right to complete the unfinished Licensor's Work at Licensor's sole cost and expense, the cost of which shall be reimbursed by Licensor to Licensee within ten (10) business days following Licensee's submission of invoices therefor. If Licensor fails to timely reimburse Licensee for such costs and expenses, then Licensee shall have the right to offset such amounts owed against the next installments of Gross Fixed Rent payable under this Agreement.

5.2. ADDITIONAL RENT. All amounts over and above, or in addition to, the Annual Gross Rent which are payable by Licensee to Licensor under the terms of this License or otherwise in connection with the use and occupancy of the Licensed Premises including, without limitation, sums payable for electricity or condenser water, shall be deemed Additional Rent hereunder and shall be paid by Licensee in lawful money of the United States, without any set-off or deduction whatsoever and otherwise in the same manner as an installment of the Annual Gross Rent as elsewhere provided in this License; and Licensor shall have all the rights and remedies in the event of the non-payment thereof as it would have had in the event of the non-payment of any installment of the Annual Gross Rent. Licensee's obligation to pay any Annual Gross Rent or any Additional Rent which shall have theretofore become due and payable shall survive the expiration or earlier termination of this License. Rent for any partial months during the License Term shall be prorated on a per diem basis.

5.3. LATE PAYMENT. If Licensor shall not have received any payment or installment of rent on or before the date (the "due date") on which the same first becomes payable under this License, the amount of such payment or installment shall bear interest from the due date through and including the date such payment or installment is received by Licensor, at a rate (the "License Interest Rate") equal to the lesser of (i) the rate announced by Citibank, N.A. or its successor from time to time as its prime or base rate, plus two percent (2%), or (ii) the maximum applicable legal rate, if any. Such interest shall be deemed Additional Rent and shall be paid by Licensee to Licensor upon demand.

ARTICLE 6

INTENTIONALLY OMITTED

ARTICLE 7

REPAIRS AND SERVICES

7.1. LICENSOR'S OBLIGATION TO REPAIR. Except as otherwise provided in this License, Licensor shall use commercially reasonable efforts to cause the Master Landlord, throughout the License Term, to keep and maintain in good order, condition and repair:

(a) the roof, the exterior and load bearing walls (including exterior windows), the structural floor slabs and other structural elements of the Building; and

(b) the common facilities of the Building, including HVAC, plumbing and other Building systems and equipment servicing the Licensed Premises (other than any supplementary or accessory HVAC, and telecommunication/computer systems and/or any item of such equipment exclusively serving the Licensed Premises).

7.2. REPAIRS AND MAINTENANCE. Licensee covenants and agrees that, from and after the date that possession of the Licensed Premises is delivered to Licensee and until the end of the License Term, Licensee, at its expense, will keep neat and clean and maintain in good order, condition and repair the Licensed Premises, Alterations and all fixtures or facilities contained in the Licensed Premises which do not constitute part of the Building common elements or the Building systems, including, without limitation, any distribution conduits for the HVAC system serving the Licensed Premises, and will make all required repairs thereto and/or replacements of portions thereof, excepting only for those repairs or replacements for which Master Landlord is responsible under the terms of the Master Lease. Licensee shall not permit or commit any waste, and, notwithstanding anything to the contrary set forth in Section 7.1, Licensee shall be responsible for the cost of all repairs and replacements to the Licensed Premises, the Building and the facilities of the Building, whether ordinary or extraordinary, structural or, non-structural, when necessitated by Licensee's moving property in or out of the Building or installation or removal of furniture, fixtures or other property or by the performance by Licensee of any alterations or other work in the Licensed Premises, or when necessitated by the acts, omission, misuse, neglect or improper conduct of Licensee, its assignee or sublicensee, or its or their agents, employees, contractors or invitees or the use or occupancy or manner of use or occupancy of the Licensed Premises other than in accordance with the terms of this License; provided, however, that any repairs and maintenance outside of the Licensed Premises shall be performed by Licensor at Licensee's cost and expense. During the License Term of this Agreement, Licensor agrees to use commercially reasonable efforts to cause the Sublandlord and/or Master Landlord to maintain those portions of the Building, Building systems and Licensed Premises that are to be maintained either by the Master Landlord under the Master Lease or the Sublandlord under the Sublease, in good condition, reasonable wear and tear excepted.

7.3. SERVICES. Licensor agrees to provide or cause to be provided the services set forth in Exhibit C annexed hereto to the Building and the Licensed Premises during Operating Hours (as defined in Master Lease).

ARTICLE 8

ALTERATIONS

8.1. LICENSEE'S RIGHTS. Licensee may from time to time during the License Term, at its expense, make such alterations, additions, installations, substitutions, improvements and decorations (collectively, the "Alterations") in and to the Licensed Premises as Licensee may consider necessary or desirable for the conduct of its business in the Licensed Premises, subject to compliance with the requirements of the Master Lease and the following conditions:

(a) the outside appearance or the strength of the Building or any of its structural parts shall not be affected;

(b) except as expressly provided herein, no part of the Building outside of the Licensed Premises shall be physically affected;

(c) no other tenant or occupant of the Building, and no common area of the Building, shall be affected, except to a *de minimis* extent;

(d) the proper and economical functioning of the Building systems or facilities of the Building or any portion thereof shall not be affected;

(e) before proceeding with any Alterations, Licensee shall obtain Licensor's and, to the extent required by the Master Lease and/or the Sublease, the consent of Master Landlord and/or Sublandlord. Licensor may as a condition of its consent require Licensee at Licensee's expense (i) to perform all such work at such times and in such manner as to create the least practicable interference with the use of the Building by the other tenants and occupants thereof, including, but without limitation, on an "overtime" basis, (ii) to make revisions in and to its plans and specifications, and/or (iii) to agree to remove, at or prior to the Expiration Date, any item of work shown on such plans of an unusual nature ("Specialty Alterations"), and to restore the affected portion of the Licensed Premises. Subject to all of the conditions set forth in this Section 8.1, Licensor shall within ten (10) Operating Days of Licensee's request for consent or approval and submission of required plans and specifications, either give its consent or specify in reasonable detail the reasons for such disapproval; and

(f) in performing the work involved in such Alterations, Licensee shall perform, observe and comply with all of the conditions and covenants set forth in the provisions of this Article.

8.2. CONFORMITY WITH LAW. Licensee covenants and agrees that any Alterations made by it to or upon the Licensed Premises shall be done in a good and workmanlike manner and in conformity and compliance with all applicable laws, ordinances, regulations and requirements of all public authorities having jurisdiction, and with all applicable requirements of insurers and insurance rating or underwriting organizations, that new materials and equipment of at least equal quality and class to the original installations in the Building shall be employed therein, that the structure of the Building shall not be endangered or impaired thereby and that the Licensed Premises shall not be diminished in value thereby.

8.3. PERFORMANCE OF WORK. GOVERNMENTAL APPROVALS. INSURANCE.

(a) All Alterations and installation of furnishings by Licensee (i) shall be coordinated with any work being performed by Master Landlord and in such manner as to maintain harmonious labor relations and not to damage the Building or interfere with or delay Building construction or operation or increase the cost thereof, (ii) shall not interfere with the use or occupancy of any other tenant or occupant of the Building, (iii) to the extent connected to or involving any portion of the HVAC, plumbing, electrical, life safety, proprietary or other systems of the Building, shall be performed by a contractor designated or approved by Master Landlord in its sole and absolute discretion provided that the charges of such contractor shall be reasonable in relation to the charges of contractors providing similar services in other first class

office buildings in midtown Manhattan, and (iv) with respect to all Alterations and installations which are not the subject of the foregoing clause (iii), shall be performed by contractors and subcontractors first reasonably approved by Licensor and the Master Landlord.

(b) Licensee shall procure all necessary governmental permits, licenses and certificates and shall make all required filings of plans with governmental authorities before making any Alterations and shall obtain all required governmental approvals upon the completion thereof. Licensee shall use an expediter designated by Licensor in connection with making such filings and obtaining such permits, licenses, certificates and approvals. At any and all times during the period of construction of any Alterations, Licensor shall be entitled to have a representative or representatives on the site to inspect such Alterations, and such representative or representatives shall have free and unrestricted access to any and every part of the Licensed Premises. Licensee shall keep full and accurate records of the cost of any Alterations in and to the Licensed Premises and shall, if requested by Licensor, make the same available to Licensor for use in connection with any proceeding to review the assessed valuation of the Building or any proceedings to acquire the Building for public or quasi-public use.

(c) Licensee agrees to save harmless and indemnify Licensor and all other Licensor Parties from and against any and all injury, loss, claims, damage and expense (including attorneys' fees and disbursements) to any person or property occasioned by or arising out of the performance of any Alterations. In addition, over and above the insurance required to be carried by Licensee pursuant to the provisions of Section 11.2 hereof, Licensee shall carry or cause each contractor to carry worker's compensation insurance in statutory amounts covering the employees of all contractors and subcontractors, and comprehensive general liability insurance and property damage insurance which provides coverage in respect of the added risks of construction with such limits as Licensor may reasonably require, but in no event less than Five Million Dollars (\$5,000,000) for injuries arising out of any one incident, and One Million Dollars (\$1,000,000) for any property damage (all such insurance to be written by companies reasonably approved by Licensor and naming Licensor, Master Landlord, Sublandlord, and Licensee as well as the contractors as insured parties), and to deliver to Licensor certificates of all such insurance.

(d) In connection with the making of any Alterations, (i) Licensee shall make all arrangements for, and shall pay all expenses incurred in connection with, use of the freight elevator(s) serving the Licensed Premises and (ii) shall pay to Licensor all actual out-of-pocket expenses incurred by Licensor for reviewing Licensee's plans and specifications with respect to Specialty Alterations or other Alterations that are not ordinary office installations. Licensor shall not impose any supervisory charges in connection with the performance of Licensee's Work.

8.4. LIENS. Licensee shall promptly pay and discharge all costs and expenses of any work done in or on the Licensed Premises by Licensee or its sublicensees, and its and their agents, employees or contractors and shall not do or fail to do any act which shall or may render the Building or any part thereof, or the Licensed Premises or any part thereof subject to any mechanic's lien or other lien or security agreement or charge or chattel mortgage or conditional bill of sale or title retention agreement (hereinafter collectively called "Lien"), and if any Lien be filed against the Building, the Licensed Premises, any Alterations, or any portion of any of the foregoing, Licensee shall, at Licensee's own cost and expense, cause the same to be removed of

record by bonding or otherwise within thirty (30) days after the filing of any such Lien; and, in default thereof, Licensor may, in addition to any other rights and remedies it may have by reason of Licensee's default, cause any such Lien to be removed of record by payment or bond or otherwise, as Licensor may elect, and Licensee shall reimburse Licensor as Additional Rent for all costs and expenses incidental to the removal of any such Lien incurred by Master Landlord, Sublandlord and Licensor, together with interest thereon at the License Interest Rate.

8.5. VIOLATIONS; DISRUPTION. Licensee, at its expense, and with diligence and dispatch, shall cause to be discharged or cancelled all notices of violation arising from any Alterations which are issued by the Department of Buildings of The City of New York or any other public or quasi-public authority having jurisdiction. Nothing contained in this Section 8.5 shall prevent Licensee from contesting, in good faith and at its own expense, any such notices of violation. In addition, Licensee shall not exercise any of its rights under this Article 8 in such manner as would create any work stoppage, picketing, labor disruption or dispute or a violation of any of Master Landlord's union contracts affecting the Building, or which would unreasonably interfere with the business of Master Landlord, the Board or of any Licensee or occupant of Building. In the event of the Licensee's failure to comply with the preceding sentence, Licensee shall, immediately upon notice from Master Landlord or Licensor, cease all manner of exercise of such rights which give rise to such failure to comply. If Licensee shall fail to cease such manner of exercise of its rights as aforesaid, Licensor, in addition to any other rights available to it under this License and pursuant to law, shall have the right to seek an injunction without notice to the Licensee.

8.6. LICENSEE'S PROPERTY. Except as otherwise provided in this Section 8.6, all work, construction, repairs, Alterations, other improvements or installations made to or upon the Licensed Premises (including, but not limited to, the construction performed by Licensor or Licensee under Article 4 and Exhibit B), whether or not at the expense of Licensee, shall become part of the Licensed Premises and shall become the property of Licensor and remain upon and be surrendered with the Licensed Premises as a part thereof upon the Expiration Date or earlier termination of the License Term:

(a) All Licensor FF&E shall remain the property of Licensor and shall remain in the Licensed Premises at the expiration of the License Term and shall not be removed by Licensee or any person claiming under Licensee at any time or times during the License Term or at the expiration of the License Term. All personal property not permanently affixed to the Building, including moveable partitions, business and trade, fixtures, machinery and equipment, communications and office equipment, whether or not attached to or built into the Licensed Premises, which are installed in the Licensed Premises by or for the account of Licensee, at Licensee's expense (and without any contribution to the cost thereof from Licensor) and can be removed without damage to the Building, and all furniture, furnishings and other moveable articles of personal property owned by Licensee and located in the Licensed Premises (all of which are herein referred to as "Licensee's Property") shall remain the property of Licensee and may be removed by Licensee or any person claiming under Licensee at any time or times during the License Term and shall be removed by Licensee at the expiration or earlier termination of the License Term. Licensee shall repair any damage to the Licensed Premises occasioned by the removal by Licensee or any person claiming under Licensee of any Licensee's Property from the Licensed Premises.

(b) Any items of Licensee's Property (except money, securities and like valuables) which remain on the Licensed Premises after the Expiration Date or earlier termination of the License Term may, at the option of Licensor, be deemed to have been abandoned and in such case may either be retained by Licensor as its property or may be disposed of without accountability, at Licensee's expense, in such manner as Licensor may see fit.

8.7. SURVIVAL. The provisions of this Article 8 shall survive the expiration or sooner termination of this License.

ARTICLE 9

LAWS, ORDINANCES, REQUIREMENTS OF PUBLIC AUTHORITIES

9.1. LICENSEE'S OBLIGATIONS. Licensee shall, at its expense, comply with all laws and requirements of public authorities and all requirements of insurance bodies now or hereafter in effect which shall, with respect to the Licensed Premises or the occupancy, use or manner of use of the Licensed Premises. In addition to the foregoing, Licensee agrees to participate in all fire and other safety compliance procedures instituted by Master Landlord and/or public authorities for the Building.

ARTICLE 10

OFFICE USE

10.1. OFFICE USE. Licensee shall use and occupy the Licensed Premises only for executive and general offices in connection with Licensee's business and for no other purpose.

10.2. ADDITIONAL PERMITTED USES. Licensee may, in addition to using the Licensed Premises for the purposes permitted by Section 10.1, also use portions of the Licensed Premises for the installation, maintenance and operation in the Licensed Premises of (i) electronic data processing equipment, word processing equipment and business machines, and (ii) duplicating equipment, in each case used for purposes incidental to the business of Licensee with electrical loads and floor loads not to exceed the respective load capacities of the Building as mandated by the Master Landlord.

ARTICLE 11

INDEMNITY AND INSURANCE

11.1. LICENSEE'S INDEMNITY. To the maximum extent permissible by law, Licensee agrees to indemnify and save harmless the Licensor Parties (as hereinafter defined) from and against all claims, losses, liabilities and causes of action of whatever nature arising from (a) the use, occupancy, conduct or management of the Licensed Premises or any business thereon, (b) any work or thing whatsoever done, or any condition created (other than by the Licensor Parties) in or about the Licensed Premises, or (c) any negligent or otherwise wrongful act or omission of Licensee or any of its licensees or invitees or its or their employees, agents or

contractors, whether resulting in injury or death to persons or damage to property or otherwise; provided, however, that in no event shall Licensee be liable for any punitive damages or other consequential damages.

The foregoing indemnity and hold harmless agreement shall include all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Licensor Parties or any them in or in connection with any such claim or any action or proceeding brought thereon, and the defense thereof. In case any action or proceeding shall be brought against the Licensor Parties or any of them by reason of any such claim, Licensee, upon notice from Licensor, shall resist and defend such action or proceeding on behalf of the applicable Licensor Parties by counsel for the insurer (if such claim is covered by insurance) or otherwise by counsel reasonably satisfactory to Licensor. In no event shall Licensee be obligated to indemnify or save harmless the Licensor Parties or any of them from or in respect of any claim or matter to the extent resulting from the negligence of such party or parties.

11.2. COMMERCIAL GENERAL LIABILITY INSURANCE. Licensee agrees to maintain in full force and effect from the date upon which Licensee first enters the Licensed Premises or any portion thereof for any reason, throughout the License Term and thereafter, so long as Licensee is in occupancy of any part of the Licensed Premises, a policy of commercial general liability and property damage insurance under which Licensor, Sublandlord, Master Landlord, Licensee and any other parties required by the Master Landlord are named as insureds, in the broadest form of such coverage from time to time generally available in New York City, and under which policy the insurer agrees to indemnify and hold Licensor, Sublandlord and Master Landlord, and those designated by Master Landlord as additional insureds, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims for which provision is made in Section 11.1 hereof. Each such policy shall be issued by one or more insurers in a financial size category of not less than X and with general policy holders ratings of not less than A-, as rated in the most current available "Bests" insurance reports, or the then equivalent thereof, and licensed to do business in the State of New York and authorized to issue such policies. Each policy of insurance procured by Licensee shall contain endorsements providing that (i) such policy shall be noncancellable and non-amendable with respect to Licensor, Sublandlord, Master Landlord and Master Landlord's said designees without thirty (30) days' prior notice to Licensor, Sublandlord, Master Landlord and such designees, and (ii) Licensee shall be solely responsible for the payment of premiums therefor notwithstanding that Licensor, Sublandlord, Master Landlord or any such designee is or may be named as an insured. As of the Commencement Date hereof, the minimum limits of liability of such insurance shall be Five Million Dollars (\$5,000,000) combined single limit, and from time to time during the License Term such limits shall be increased to the prevailing level required by Master Landlord under the Master Lease.

11.3. OTHER INSURANCE. Licensee shall take out on or prior to the Commencement Date and keep in force during the License Term (a) "all risk" insurance in an amount sufficient to cover the cost of personal property, trade fixtures, furniture, furnishings, equipment and other Licensee's Property, Alterations and any paneling or other wall finishes or coverings other than normal painting, (b) workers' compensation insurance, as required by law, (c) a New York Disability Benefits Law Policy, and (d) such other insurance in such amounts as

Master Landlord requires per the terms of the Master Lease. Such policies shall be written by an insurer of the Best financial size category and general policy holders rating specified in Section 11.2, licensed to do business in the State of New York and authorized to issue such policies.

11.4. CERTIFICATES OF INSURANCE. On or before the Commencement Date, Licensee shall furnish Licensor with certificates evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Licensor at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

11.5. NO VIOLATION OF BUILDING POLICIES. Licensee shall not commit or permit any violation of the policies of fire, boiler, sprinkler, water damage or other insurance covering the Building and/or the fixtures, equipment and property therein carried by Master Landlord, or do or permit anything to be done, or keep or permit anything to be kept, in the Licensed Premises, which in case of any of the foregoing, (i) would result in termination of any such policies, (ii) would adversely affect Master Landlord's right of recovery under any of such policies or (iii) would result in reputable and independent insurance companies refusing to insure the Building or the property of Master Landlord in amounts reasonably satisfactory to Master Landlord.

11.6. WAIVER OF SUBROGATION. The parties hereto waive and release any and all rights of recovery against the other, and in the case of Licensor, against all "Licensee Parties" (hereinafter defined), and in the case of Licensor, against all "Licensor Parties" (hereinafter defined), for loss of or damage to the property of the waiving/releasing party to the extent such loss or damage is insured against under any insurance policy carried by Licensee, Licensor, Sublandlord, or Master Landlord. In addition, the parties hereto (i) shall procure an appropriate clause in, or endorsement on, any fire or extended coverage insurance policy covering the Licensed Premises, the Building and personal property, fixtures and equipment located thereon or therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery and (ii) subject to obtaining such clauses or endorsements of waiver of subrogation or consent to a waiver of right of recovery, hereby agree not to make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other hazards covered by such fire and extended coverage insurance; provided, however, that the release and covenant not to sue herein contained shall be limited by and coextensive with the terms and provisions of the waiver of subrogation clause or endorsements or clauses or endorsements consenting to a waiver of right of recovery. For the purposes of this License, the term "Licensor Parties" shall mean Licensor, Sublandlord and Master Landlord, as well as any affiliate of the foregoing, together with Master Landlord's asset manager for the Building, the New York City Transit Authority, each overlandlord, each mortgagee, and each of their respective direct and indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents and representatives. For the purposes of this License, the term "Licensee Parties" shall mean Licensee, any affiliate of Licensee, any permitted sublicensee or any other permitted occupant of the Licensed Premises, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents and representatives.

11.7. LICENSOR'S INDEMNITY. To the maximum extent permitted by law, Licensor shall indemnify, defend and hold harmless the Licensee Parties from and against any and all claims against any of such parties arising from any negligent or otherwise wrongful act or omission of Licensor or any of its employees, agents or contractors whether resulting in injury or death to persons or damage to property or otherwise, except to the extent that any such claim results from the negligence or willful misconduct of any Licensee Party; provided, however, that in no event shall Licensor be liable for any punitive damages, loss of business or other consequential damages.

The foregoing indemnity and hold harmless agreement shall include all reasonable out-of-pocket costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) actually incurred by the Licensee Parties or any of them in or in connection with any such claim or any action or proceeding brought thereon, and the defense thereof. In no event shall Licensor be obligated to indemnify or save harmless the Licensee Parties or any of them from or in respect of any claim to the extent the same results from the negligence, wrongful act or omission of the Licensee Parties or any of them. Landlord's indemnity as provided for in this Section 11.7 shall be subject to Licensor's right to defend against all claims arising pursuant thereto by counsel for the insurer (if such claim is covered by insurance) or otherwise by counsel reasonably satisfactory to Licensee.

ARTICLE 12

FIRE, CASUALTY OR TAKING

12.1. RIGHT TO TERMINATE LICENSE. Licensee shall give immediate notice to Licensor in case of fire or other casualty in the Licensed Premises. If so much of the Building is damaged or rendered untenable (whether or not the Licensed Premises shall be damaged) by fire or other cause that the Master Landlord elects not to restore the Building or to demolish the remainder thereof and the Master Lease and/or the Sublease are terminated as a result thereof, then and in any such event this License shall also terminate upon by notice from Licensor to Licensee. If either (y) the Licensed Premises shall be totally or substantially damaged or rendered wholly or substantially untenable (whether or not any other portions of the Building shall be damaged) or (z) the Building shall be substantially damaged, so that Licensee's access to and use and enjoyment of the Licensed Premises shall be rendered substantially impossible, whether or not the Licensed Premises shall be damaged, and in case of either (y) or (z) Master Landlord determines that the same cannot reasonably be expected to be restored or rendered tenable under a normal working schedule within a period of six (6) months after the occurrence of such damage or destruction, then Licensor shall promptly notify Licensee of such fact, and within thirty (30) days thereafter Licensee may terminate this License by notice to the other party. Moreover, if during the last eighteen (18) months of the License Term, the Building or the Licensed Premises shall be damaged by fire or casualty, and if such fire or casualty damage, whether to the Licensed Premises or the Building, cannot reasonably be expected to be repaired or restored within one hundred eighty (180) days prior to the Expiration Date, then Licensor or Licensee shall have the right, by giving notice to the other not later than thirty (30) days after the occurrence of such damage, to terminate this License. If either Licensor or Licensee shall give notice of termination pursuant to this Section, the License Term shall expire by lapse of time upon the date which is thirty (30) days after such notice is given and Licensee

shall vacate the Licensed Premises and surrender the same to Licensor. Upon the termination of this License under the conditions provided for in this Section, Licensee's liability for rent shall cease as of the date of such termination, subject, however, to abatement thereof between the date of such casualty and the date of such termination pursuant to Section 12.3 below.

12.2. RESTORATION OF THE LICENSED PREMISES. If the Building or any portion thereof is damaged by fire or other casualty and this License is not terminated pursuant to Section 12.1, Licensor, promptly after such damage and the determination of the net amount of insurance proceeds available, shall use due diligence to cause the Master Landlord to restore or cause the restoration of the Licensed Premises and the Building as nearly as possible to their condition prior to such fire or other casualty. Notwithstanding the foregoing, neither Licensor, Sublandlord, Master Landlord nor the Board shall be obligated to expend for such repairs and restoration any amount in excess of the net insurance proceeds made available to Master Landlord after deduction therefrom of Master Landlord's expenses, as the case may be, in obtaining such proceeds and any amounts applied by any overlandlord or mortgagee to obligations other than restoration of the Building.

12.3. PAYMENT OF RENT FOLLOWING CASUALTY. Until this License is terminated pursuant to Section 12.1 or, if this License is not so terminated, until the restoration work has been completed pursuant to Section 12.2, the Annual Gross Rent shall be apportioned or adjusted according to the part of the Licensed Premises which is usable by Licensee. No damages, compensation or claims shall be payable by Licensor, Sublandlord, or Master Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Licensed Premises or the Building. If rent abates in respect of all or any portion of the Licensed Premises and Licensee reoccupies the Licensed Premises or such portion, thereof, or any part thereof, for the conduct of Licensee's business operations during the period in which restoration work is taking place and prior to the date that the same is made completely tenantable, the Annual Gross Rent allocated to the space so reoccupied shall be payable, from the date which is five (5) Operating Days after notice from Licensor that such space is ready for reoccupancy.

12.4. EMINENT DOMAIN -- COMPLETE TAKING. If all or substantially all of the Building or of the Licensed Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose (other than for temporary use or occupancy), the License Term shall forthwith cease and terminate as of the date of vesting of title by reason of such taking (which date is hereinafter referred to as the "date of the taking"), and the rent shall be apportioned as of such date.

12.5. EMINENT DOMAIN -- PARTIAL TAKING.

(a) If such portion of the Building shall be so taken so that the Master Lease and/or the Sublease shall be terminated, then this License shall also terminate and the License Term and estate hereby granted as of the date of such vesting of title by notifying Licensee in writing of such termination.

(b) If any part, but less than all or substantially all, of the Building or the Licensed Premises shall be so taken and this License shall not be terminated pursuant to Section 12.5(a) above, then the part, if any, of the Licensed Premises so taken shall no longer constitute

part of the Licensed Premises but this License shall otherwise remain unaffected by such taking; provided, however, that License may elect to terminate the License Term in the event of:

(i) a taking of more than twenty-five percent (25%) of the total rentable area of the Licensed Premises, or

(ii) a taking that has a material adverse effect on Licensee's access to the Building or the Licensed Premises,

by giving notice of such election to Licensor not later than sixty (60) days after Licensee's receipt from Licensor or Master Landlord of notice of such taking or the date of such taking, whichever first occurs. If notice of termination of this License shall be given pursuant to this Section 12.5(b), then upon such date as may be specified by Licensee by notice to Licensor, which date shall be not earlier than thirty (30) and not later than sixty (60) days after the date of Licensee's notice; the License Term shall terminate as of the date specified in such notice and the rent shall be apportioned as of such date of termination.

ARTICLE 13

ASSIGNMENT, SUBLICENSING, MORTGAGING

13.1. LICENSOR'S CONSENT REQUIRED.

(a) Except as specifically permitted by this Article, Licensee shall not, by operation of law or otherwise, assign, mortgage or encumber this License, or sublicense or permit the Licensed Premises or any part thereof to be used by others.

(b) Anything in the foregoing Section 13.1(a) to the contrary notwithstanding, (i) transactions with an entity into or with which Licensee is merged or consolidated, (ii) transactions with an entity to which all or substantially all of Licensee's assets (including this License) or stock are transferred as a going concern, or (iii) an assignment of this License or a sublicensing of the Licensed Premises to an entity which controls or is controlled by Licensee or is under common control with Licensee, shall not be deemed to be an assignment or sublicensing within the meaning of this Article 13; provided that, with respect to transactions described in clause (i) or clause (ii) above: (A) the successor to Licensee has a tangible net worth computed in accordance with GAAP at least equal to the greater of (y) the tangible net worth of Licensee immediately prior to such merger, consolidation or transfer, or (z) the tangible net worth of Licensee herein named on the date of this License, (B) the creditworthiness, earnings and earnings forecast of the successor to Licensee shall be comparable to that of Licensee immediately prior to the date of such merger, consolidation or sale of Licensee's stock or assets, as the case may be and (C) proof reasonably satisfactory to Licensor of such tangible net worth, creditworthiness and earnings shall have been delivered to Licensor at least ten (10) days prior to the effective date of any such transaction; and provided that, with respect to transactions described in clause (i), (ii) or (iii) above: (1) the successor to Licensee agrees directly with Licensor, by written instrument in form satisfactory to Licensor, to assume and be bound by all the obligations of Licensee hereunder, (2) in no event shall Licensee be released from its obligations under this License, and Licensee and the successor to Licensee shall be jointly and

severally liable for the Licensee's obligations under this License, (3) any such transfer or transaction is for a legitimate, regular business purpose of Licensee other than a transfer of Licensee's interest in this License, and (4) Licensee shall reimburse Licensor on demand for any costs including, without limitation, reasonable legal costs, incurred by Licensors in connection with such transaction.

13.2. LICENSOR MAY COLLECT RENT FROM ASSIGNEE. If this License shall be assigned, or if the Licensed Premises or any part thereof be sublicensed or occupied by any person or persons other than Licensee, Licensor may, after default by Licensee, collect rent from the assignee, sublicensee or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, sublicensing, occupancy or collection of rent shall be deemed a waiver of the covenants in this Article, nor shall it be deemed acceptance by Licensor of the assignee, sublicensee or occupant as a licensee, or a release of Licensee from the full performance by Licensee of all the terms, conditions and covenants of this License.

13.3. ASSUMPTION OF LICENSE. Each permitted assignee or transferee shall assume and be deemed to have assumed the obligations of Licensee under this License to be performed, or arising or accruing, on and after the effective date of such assignment or transfer and shall be and remain liable jointly and severally with Licensee for the payment of Annual Gross Rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Licensee's part to be performed for the remainder of the License Term. No assignment shall be binding on Licensor unless such assignee or Licensee shall deliver to Licensor a duplicate original of the instrument of assignment which contains a covenant of assumption by the assignee of all of the obligations aforesaid and shall obtain from Licensor the aforesaid written consent, prior thereto. No assignment in whole or in part of this License shall release Licensee or any assignee of Licensee of its continuing liability under this License. Licensee shall reimburse Licensor on demand for any reasonable costs that may be incurred by Licensor in connection with any such assignment.

13.4. LIABILITY NOT DISCHARGED. The joint and several liability of Licensee and any assignee or successor of Licensee under this License shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Licensor modifying any of the obligations contained in this License, or by any waiver or failure by Licensor to enforce any of the obligations of this License, but in no event shall Licensee's continued liability exceed what its continuing liability would have been had the License not been modified except for those modifications, if any, which were consented to by Licensee.

ARTICLE 14

RIGHT OF ENTRY.

14.1. LICENSOR'S RIGHT OF ENTRY. Licensor, Sublandlord, Master Landlord and their respective agents and contractors shall have the right, without being deemed thereby to violate any of the terms of this License or any of Licensee's rights hereunder,

(a) to enter and pass through the Licensed Premises or any part or parts thereof,

(i) to examine the Licensed Premises and to show them to the fee owners, overlandlord or mortgagee and to prospective purchasers, mortgagees or lessees of the Building,

(ii) for the purpose of performing such maintenance and making such repairs or changes in or to the Licensed Premises or in the Building or its facilities as may be provided for or permitted by this License or as may be mutually agreed upon by the parties or as Master Landlord may be required to make by laws and requirements of public authorities,

(iii) at such times as such entry shall be required by circumstances of emergency affecting the Licensed Premises, the Building, provided that in such event, if practicable, Licensor, Sublandlord, Master Landlord or its respective agents shall be accompanied by a designated representative of Licensee or a member of the police, fire, water or other municipal department concerned or of a recognized protection company or of a public utility which is concerned,

(iv) to exhibit the Licensed Premises to prospective licensees or tenants thereof (A) during the last eighteen (18) months of the License Term or (B) at any time during the License Term while there exists a default of Licensee hereunder, and

(b) to take all materials into and upon the Licensed Premises that may be required for any repairs, changes or maintenance and to store the same therein for a reasonable time as reasonably required in connection with the completion of such repairs, changes or maintenance.

ARTICLE 15

UTILITIES

15.1. LICENSEE TO PURCHASE ELECTRICITY.

(a) Licensee shall pay to Licensor or if otherwise directed in writing by the Master Landlord, to Master Landlord, as an additional charge, for electricity supplied to the Licensed Premises an amount equal to (i) the Average Rate (as hereinafter defined) multiplied by the number of kilowatt-hours of electricity used in the Licensed Premises, as measured by one or more meters, during the period for which such payment is being made, plus (ii) five percent (5%) of the amount set forth in clause (1) above. Such payments shall be made within ten (10) days after receipt of a statement setting forth the number of kilowatt-hours used in the Licensed Premises during such period, the Average Rate, and the computation of Licensee's payment. For purposes hereof, the term "Average Rate" shall mean the average cost to Master Landlord of supplying one (1) kilowatt-hour of electricity to the Building, and such Rate shall be determined by dividing (A) the electric bill for the Building for the period(s) covered by Licensee's payment by (B) the number of kilowatt-hours of electricity supplied to the Building during such period. Licensor shall cause Master Landlord to maintain and repair the meters serving the Licensed Premises at Licensee's cost.

(b) If any taxes or charges are or shall be imposed upon Master Landlord or its agent in connection with the sale or resale of electricity to Licensee, Licensee covenants and agrees that, where permitted by law, Licensee's pro-rata share of such taxes or charges shall be passed on to Licensee and paid by Licensee to Master Landlord or its agent upon demand, as Additional Rent, without set-off or deduction. At all times during the License Term, Licensee shall comply with all present and future general rules, regulations, terms and conditions applicable to service equipment, wiring and requirements in accordance with the regulations of the public utility company supplying electricity to the Building.

15.2. LICENSEE NOT TO OVERLOAD CIRCUITS. In no event shall Licensee use or install any fixtures, equipment or machines the use of which in conjunction with other fixtures, equipment and machines in the Licensed Premises would result in an overload of the electrical circuits servicing the Licensed Premises.

15.3. LICENSEE NOT TO EXCEED CAPACITY; LIGHT BULBS. Licensee covenants and agrees that at all times its use of electric current shall never exceed the capacity of the then existing feeders to the Building or the risers or wiring installation. Licensor shall cause Master Landlord furnish, install and replace, as required, all lighting tubes, lamps, bulbs and ballasts required in the Licensed Premises at Licensee's sole cost and expense. All lighting tubes, lamps, bulbs and ballasts so installed shall become Master Landlord's property upon the expiration or sooner termination of this License.

15.4. CONDENSER WATER. Licensor agrees that Licensee may obtain condenser water directly from Master Landlord and Licensee shall pay Master Landlord an annual charge for such condenser water at Master Landlord's then established rate for condenser water.

ARTICLE 16

CERTAIN ADDITIONAL LICENSEE COVENANTS

In addition to the covenants contained elsewhere in this License, Licensee covenants, during the License Term and for such further time as Licensee occupies any part of the Licensed Premises:

(a) to pay when due all Annual Gross Rent and Additional Rent and all charges for utility services rendered to the Licensed Premises and service inspections therefor and, as further Additional Rent, all charges for additional and special services rendered by Master Landlord or Licensor to the Licensed Premises;

(b) to keep the Licensed Premises equipped with all safety appliances (including without limitation fire extinguishers) required by law or ordinance or any other regulation of any public authority, to procure all licenses and permits so required because of any use made of the Licensed Premises or any portion thereof by Licensee, and, if requested by Licensor, to do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the uses to which Licensee is permitted to make of the Licensed Premises under the terms of this License;

(c) not to place a load upon any floor in the Licensed Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by law; and not to move any safe, vault or other heavy equipment in, about or out of the Licensed Premises except in such manner and at such time as Licensor and Master Landlord shall in each instance expressly authorize. Licensee's business machines and mechanical equipment shall be placed and maintained by Licensee at Licensee's expense in settings sufficient to absorb and prevent vibration or noise that may be transmitted to the Building structure or to any other space in the Building;

(d) to pay promptly when due all taxes which may be imposed upon personal property (including, without limitation, fixtures and equipment) in the Licensed Premises by whomever assessed;

(e) to pay on demand as Additional Rent, regardless of whether any default or Event of Default has occurred or whether any proceeding to enforce the License has been commenced, all costs and expenses, attorneys' fees and disbursements and other fees incurred by Licensor in connection with (i) the enforcement by Licensor of any obligation of Licensee under this License; (ii) the preservation and enforcement of Licensor's rights and remedies in connection with the License; (iii) any unsuccessful attempt by Licensee to enforce any obligation or purported obligation of Licensor under this License; (iv) any unsuccessful action or proceeding brought by Licensee against Licensor related to this License; and (v) any voluntary or involuntary bankruptcy case, proceeding or action by or on behalf of Licensee. This provision shall survive the termination of this License;

(f) to observe and comply with, and to cause its servants, employees, agents, visitors, licensees and sublicensees to comply with, the rules and regulations for the Building promulgated by Master Landlord (as such rules and regulations may, from time to time, be amended);

(g) to cause all of the windows in the Licensed Premises to be kept closed; to keep entirely unobstructed at all times all of the vents, intakes, outlets and grills; and to comply with and observe all reasonable regulations and requirements prescribed by Master Landlord for the proper functioning of the heating, ventilating and air-conditioning system; and

(h) not to, either directly or indirectly (i) conduct business in the Licensed Premises in such a manner that would or may create or (ii) use any contractors and/or labor and/or materials if the use thereof, would or may create, any difficulty with other contractors and/or labor and/or materials engaged or used by Licensee, Licensor or Master Landlord or others in the construction, maintenance and/or operation of the Building or any part thereof. This provision shall apply prior to, as well as during, the License Term.

ARTICLE 17

LICENSEE'S DEFAULT; LICENSOR'S REMEDIES

17.1. LICENSEE'S DEFAULT. This License and the License Term are subject to the limitation that License shall be in default if, at any time during the License Term, any one or more of the following events (herein called an "Event of Default") shall occur:

(a) if Licensee shall fail to pay any installment of the Annual Gross Rent, or any Additional Rent, or any other charges for which provision is herein made, or any part thereof, when the same shall become due and payable and such failure shall continue for five (5) days after notice thereof from Licensor to Licensee (provided that if Licensee shall have failed to pay any such installment or other charge or portion thereof when the same becomes due and payable two times during any License Year and Licensor shall in each case have given Licensee notice of such failure, then after such second time it shall be an Event of Default in the event Licensee thereafter during such License Year fails to pay any such installment or other charge or portion thereof on the date the same becomes due and payable, without notice (or, in the case of other charges which are payable on or subsequent to demand, further notice) from Licensor); or

(b) if an assignment or sublicensing shall occur or if Licensee's interest in this License shall devolve upon or pass to any person or entity, whether by operation of law or otherwise, and whether directly or indirectly, except as expressly permitted by Article 13 hereof, or

(c) if Licensee fails to maintain any of the insurance required to be maintained by Licensee hereunder or to deliver certificates thereof when required hereunder and Licensee fails to remedy such default within five (5) Operating Days after notice by Licensor to Licensee specifying such default; or

(d) Licensee shall fail to perform or observe some term or condition of this License which, because of its character, would immediately jeopardize Licensor's interest in the 20th Floor of the Building, including the Licensed Premises, the health or safety of any person, the operation of the Building or any Building system, or the business operations of any occupant, and such failure continues for two (2) days after notice from Licensor to Licensee specifying such default; or

(e) if Licensee shall fail to perform or observe any other term, covenant, or condition of this License on the part of Licensee to be performed or observed and such failure shall continue for thirty (30) days after notice thereof from Licensor to Licensee, or, if said default is curable but shall reasonably require longer than thirty (30) days to cure, if Licensee shall fail to commence to cure said default within thirty (30) days after receipt of notice thereof and/or fail continuously to prosecute the curing of the same to completion with due diligence; or

(f) if Licensee shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) if Licensee shall commence or institute any case, proceeding or other action (x) seeking relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (y) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or

(h) if Licensee shall make a general assignment for the benefit of creditors; or

(i) if any case, proceeding or other action shall be commenced or instituted against Licensee (x) seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (y) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, which either (1) results in any such entry of an order for relief, adjudication of bankruptcy or insolvency or such an appointment or the issuance or entry of any other order having a similar effect or (2) remains undismissed for a period of sixty (60) days.

17.2. TERMINATION.

(a) If an Event of Default described in Section 17.1 hereof shall occur and Licensor, at any time thereafter, at its option gives written notice to Licensee stating that this License and the License Term shall expire and terminate on the date specified in such notice, which date shall not be less than three (3) days after the giving of such notice, then this License and the License Term and all rights of Licensee under this License shall expire and terminate, as if the date on which the Event of Default occurs (except that Licensee shall continue to be liable as hereinafter provided) and Licensee immediately shall quit and surrender the Licensed Premises.

(b) Upon the termination of this License provided above, Master Landlord, Sublandlord or Licensor, without notice, may re-enter and repossess the Licensed Premises using such force for that purpose as may be necessary without being liable to indictment, prosecution or damages therefor and may dispossess Licensee by summary proceedings or otherwise.

(c) For the purposes of the preceding paragraph (b), adequate protection of Licensor's right, title and interest in and to the Licensed Premises, and adequate assurance of the complete and continuous future performance of Licensee's obligations under this License, shall include, without limitation, the following requirements:

(i) that Licensee comply with all of its obligations under this License;

(ii) that Licensee pay to Licensor, on the first day of each month occurring subsequent to the entry of such order, or the effective date of such stay, a sum equal to the amount by which the Licensed Premises diminished in value during the

immediately preceding monthly period, but, in no event, an amount which is less than the aggregate rent payable for such monthly period;

(iii) that Licensee continue to use the Licensed Premises in the manner required by this License;

(iv) that Licensor be permitted to supervise the performance of Licensee's obligations under this License;

(v) that Licensee pay to Licensor within thirty (30) days after entry of such order or the effective date of such stay, as partial adequate protection against future diminution in value of the Licensed Premises and adequate assurance of the complete and continuous future performance of Licensee's obligations under this License, an additional security deposit in an amount equal to the Annual Gross Rent then payable hereunder plus an amount equal to all Additional Rent payable to Licensor for the preceding calendar year;

(vi) that Licensee has and will continue to have unencumbered assets after the payment of all secured obligations and administrative expenses to assure Licensor that sufficient funds will be available to fulfill the obligations of Licensee under this License.

17.3. RE-ENTRY; CONTINUED LIABILITY; RELICENSING.

(a) If Licensee shall default in the payment of any installment of Annual Gross Rent or any Additional Rent on any date on which the same becomes due and payable, and if such default shall continue for five (5) days after Licensor shall have given Licensee notice of such default, or if this License shall be terminated pursuant to or as provided in Section 17.2, Licensor and Licensor's agents and employees may immediately or at any time thereafter re-enter the Licensed Premises, or any part thereof in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Licensor may have, hold, possess and enjoy the Licensed Premises again.

(b) If this License is terminated or if Licensor shall re-enter the Licensed Premises as aforesaid, or in the event of the termination of this License, or of re-entry, by or under any proceeding or action or any provision of law by reason of an Event of Default hereunder on the part of Licensee, Licensee covenants and agrees forthwith that,

(i) the Annual Gross Rent and additional rent shall become due thereupon and be paid by Licensee up to the time of such re-entry, dispossession and/or termination, together with such expenses as Licensor may incur for legal expenses, attorneys' fees and disbursements, brokerage, and/or putting the Licensed Premises in good order, or for preparing the same for relicensing;

(ii) Licensor may relicense the Licensed Premises or any part or parts thereof, either in the name of Licensor or otherwise (but shall have no obligation to do so), for a term or terms, which may at Licensor's option be less than or exceed the period

which would otherwise have constituted the balance of the Term of this License and may grant concessions or free rent;

(iii) Licensee or the legal representatives of Licensee shall also pay Licensor, as liquidated damages for the failure of Licensee to observe and perform Licensee's covenants herein contained, amounts equal to the Annual Gross Rent which would have been payable by Licensee had this License not been so terminated, or had Licensor not so reentered the Licensed Premises, such payments to be made upon the due dates therefor specified herein following such termination or re-entry and continuing until the Expiration Date; provided, however, that if Licensor shall relicense the Licensed Premises, Licensor shall credit Licensee, up to the amount due from Licensee, with the net rent received by Licensor for such relicensing after deducting from the first installments of such rent received the expenses incurred or paid by Licensor in terminating this License or in re-entering the Licensed Premises and in securing possession thereof, as well as the expenses of relicensing, including legal expenses, attorneys' fees and disbursements, brokerage commissions, alteration costs and other expenses incurred for keeping the Licensed Premises in good order or for preparing the same for relicensing. Any suit brought to collect the amount of the aforesaid damages for any month or months shall not prejudice in any way the rights of Licensor to collect the damages for any subsequent month or months by a similar proceeding. Nothing contained herein shall be deemed to require Licensor to postpone suit until the date when the License Term would have expired if it had not been so terminated under or pursuant to Section 17.2, or under any provision of law, or had Licensor not reentered the Licensed Premises.

(c) The terms "re-enter" and "re-entry," as used herein, are not limited to their technical legal meanings.

17.4. LIQUIDATED DAMAGES. Licensor may elect, as an alternative to the damages and charges provided for in Section 17.3(b)(iii), and in lieu of all other such damages thereafter accruing, to have Licensee pay the liquidated damages provided for below, which election may be made by notice given to Licensee at any time after the termination of this License under or pursuant to Section 17.2, above, and whether or not Licensor shall have collected any damages as hereinabove provided in Section 17.3. Upon such notice, Licensee shall promptly pay to Licensor, as liquidated damages, in addition to any damages collected or due from Licensee from any period prior to such notice, such a sum as at the time of such notice represents the amount of the excess, if any, of (i) the discounted present value, at a discount rate of six percent (6%), of the Annual Gross Rent and other charges which would have been payable by Licensee under this License for the remainder of the License Term if Licensee had fulfilled all of its obligations hereunder, over and above (ii) the discounted present value, at a discount rate of six percent (6%), of the Annual Gross Rent and other charges that would be received by Licensor (after deducting all reasonably estimated costs of relicensing, including, without limitation, brokerage fees, advertising, required tenant improvements and concessions and attorneys' fees) if the Licensed Premises were relicensed at the time of such notice for the remainder of the License Term at the fair rental value thereof at the time of such notice.

For the purposes of this Article, if Licensor elects to require Licensee to pay liquidated damages in accordance with this Section 17.4, if the Licensed Premises or any part thereof shall

have been relicensed by Licensor for the unexpired portion of the License Term, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent received upon such relicensing shall be prima facie evidence of the fair rental value of the Licensed Premises, or part thereof, so relicensed during the term of such relicensing.

17.5. WAIVER OF TRIAL BY JURY. Licensor and Licensee hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with the License, the relationship of Licensor and Licensee and Licensee's use or occupancy of the Licensed Premises or any other claim (other than claim for personal injuries or property damage).

17.6. LICENSOR'S DEFAULT. Licensor shall in no event be in default in the performance of any of Licensor's obligations hereunder unless and until Licensor shall have failed to perform such obligations within thirty (30) days (or, if an obligation is such that it cannot be performed within thirty (30) days, Licensor shall have failed to commence with reasonable diligence performance of the same within such thirty (30) day period) after notice by Licensee to Licensor properly specifying wherein Licensor has failed to perform any such obligation.

ARTICLE 18

MISCELLANEOUS

18.1. QUIET ENJOYMENT. Licensor agrees that, upon Licensee paying the Annual Gross Rent, additional rent and other charges herein reserved, and performing and observing the covenants, conditions and agreements hereof upon the part of Licensee to be performed and observed, Licensee shall and may peaceably hold and enjoy the Licensed Premises during the term of this License, without interruption or disturbance from Licensor or persons claiming through or under Licensor, subject, however, to the terms of this License and to the terms and conditions of Sublease and the Master Lease as well as any and all mortgages which now or hereafter affect the Licensed Premises.

18.2. HOLDING OVER. If Licensee remains in possession of the Licensed Premises after the expiration or other termination of the Licensed Term, then, at Licensor's option, Licensee shall be deemed to be occupying the Licensed Premises as a month-to-month licensee only, at a monthly rental equal to (a) during the sixty (60) days of any such holding over, one hundred ten percent (110%) of the total monthly amount of Annual Gross Rent payable hereunder prior to the expiration or other termination of the License Term, and (b) thereafter, one hundred twenty percent (120%) of the total monthly amount of Annual Gross Rent payable hereunder prior to the expiration or other termination of the License Term; and otherwise on the terms and conditions set forth in this License, as far as applicable. Such month-to-month license may be terminated by Licensor or Licensee, effective as of the last day of any calendar month by delivery to the other of notice of such termination prior to the first day of such calendar month. Licensor waives no rights against Licensee by reason of accepting any holding over by Licensee and Licensee shall defend, indemnify and hold Licensor harmless from and against any and all actual claims, causes of action, losses and liabilities for direct damages resulting from failure to

surrender possession upon the Expiration Date, however, in no event shall Licensee be liable for any consequential damages.

The provisions of this Section 18.2 shall not in any way be deemed to (i) permit Licensee to remain in possession of the Licensed Premises after the Expiration Date or sooner termination of this License, or (ii) imply any right of Licensee to use or occupy the Licensed Premises upon expiration or termination of this License and the License Term, and no acceptance by Licensor of payments from Licensee after the Expiration Date or sooner termination of the License Term shall be deemed to be other than on account of the amount to be paid by Licensee in accordance with the provisions of this Section 18.2. Licensee's obligations under this Section 18.2 shall survive the expiration or earlier termination of this License.

18.3. SUBORDINATION TO MASTER LEASE AND SUBLEASE. This License is subject and subordinate to the Master Lease and the Sublease. If the Master Lease or the Sublease shall terminate for any reason this License shall also terminate as of the date of termination of the Master Lease or Sublease, as the case may be; provided, however, that any liability of Licensor to Licensee for termination of this License caused by Licensor's default or any of the liability of Licensee to Licensor for termination caused by Licensee's default shall not be discharged by reason of such termination.

18.4. BROKER. Licensee warrants and represents that Licensee has not dealt with any broker in connection with the consummation of this License other than the brokers, persons or firms designated in Section 1.2 hereof; and in the event any claim is made against Licensor by any other broker or agent alleging dealings with Licensee, Licensee shall defend Licensor against such claim, using counsel approved by Licensor, such approval not to be unreasonably withheld, and save harmless and indemnify Licensor on account of any loss, cost, damage and expense (including, without limitation, attorneys' fees and disbursements) which may be suffered or incurred by Licensor by reason of such claim. Licensor agrees that it shall be solely responsible for the payment of brokerage commissions to the brokers, persons or firms designated in Section 1.2 hereof.

18.5. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this License, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law.

18.6. NOTICES. Whenever, by the terms of this License, any notice, demand, request, approval, consent or other communication (each of which shall be referred to as a "notice") shall or may be given to Licensor or Licensee, such notice shall be in writing and shall be deemed sufficiently given or rendered if (i) hand delivered, or (ii) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (iii) sent by reputable overnight delivery service, such as UPS or FedEx, as follows:

(i) If intended for Licensor, addressed to Licensor at the Present Mailing Address of Licensor set forth on the first page of this License.

(ii) If intended for Licensee, addressed to Licensee at the Present Mailing Address of Licensee set forth on the first page of this License.

In no event shall the validity of any notice actually given to Licensor or Licensee be affected by any failure to deliver copies of such notices to counsel as hereinabove provided. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, three (3) days after the date so mailed; in the case of overnight delivery, one (1) Operating Day after the date so dispatched. Any notice to be given by any party may be given by such party's attorney.

18.7. HEADINGS. The Article and Section headings throughout this License are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this License.

18.8. COUNTERPARTS. This License may be executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

18.9. ENTIRE AGREEMENT. This License (including the Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior dealings between them with respect to such subject matter, and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth in this License. No subsequent alteration, amendment, change or addition to this License shall be binding upon Licensor or Licensee, unless reduced to writing and signed by the party or parties to be charged therewith.

18.10. NO PARTNERSHIP. The relationship of the parties hereto is that of licensor and licensee and no partnership, joint venture or participation is hereby created.

18.11. GOVERNING LAW. This License shall be governed by the laws of the State of New York applicable to agreements made and to be wholly performed within the State, as the same may from time to time exist.

18.12. CONFIDENTIALITY OF LICENSE.

(a) Licensee agrees that this License and the terms contained herein will be treated as strictly confidential and except as required by law License shall not disclose the same to any third party except for Licensee's partners, lenders, accountants and attorneys who have been advised of the confidentiality provisions contained herein and agree to be bound by the same. In the event Licensee is required by law to provide this License or disclose any of its terms, Licensee shall give Licensor prompt notice of such requirement prior to making disclosure so that Licensor may seek an appropriate protective order. If failing the entry of a protective order Licensee is compelled to make disclosure, Licensee shall only disclose portions of the License which Licensee is required to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the information so disclosed.

(b) Licensors agree that this License and the terms contained herein will be treated as strictly confidential and except as required by law Licensors shall not disclose the same to any third party except for Licensors' existing and prospective partners, lenders, accountants, brokers, shareholders, investors, purchasers and attorneys who have been advised of the confidentiality provisions contained herein and agree to be bound by the same.

(c) Except as required by law and as otherwise permitted in Section 18.12(a) or Section 18.12(b) above, neither Licensor nor Licensee shall make any press release with respect to this License or the other party, or otherwise publicly announce this License or any other matter relating to the other party, without the prior written consent of the other party.

18.13. PATRIOT ACT AND EXECUTIVE ORDER 13224. As an inducement to Licensor to enter into this License, Licensee hereby represents and warrants that: (i) Licensee is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Licensee is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Licensee (and any person, group, or entity which Licensee controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including, without limitation, any assignment of this License or any sublicensing of all or any portion of the Licensed Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Licensee of the foregoing representations and warranties shall be deemed a default by Licensee under Section 17.1(d) of this License and shall be covered by the indemnity provisions of Section 11.1 of this License, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this License. [Signatures on next page].

EXECUTED in one or more counterparts by persons or officers hereunto duly authorized on the Date set forth in Section 1.2 above.

LICENSOR:

601 OFFICE SUITES, LLC, a Delaware limited liability company

By: Edward R. Carroll

Name: Edward Carroll
Its: CEO

LICENSEE:

CITADEL ENTERPRISE AMERICAS LLC

By: Christopher L. Ramsay

Name:
Title: CHRISTOPHER L. RAMSAY
Authorized Signatory



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R. B. J.
1/10/2010

EXHIBIT B

Scope of Licensor's Work.

Licensor shall complete, at Licensor's sole costs and expense the following items of "Licensor's Work" promptly after the Commencement Date :

1. Provide double glass door entryway to Licensed Premises similar to existing double glass door entryway;
2. Construct demising walls in the Licensed Premises as per the drawings approved by Licensee;
3. Update all VAV to be tied into the BMS;
4. Replace any existing pneumatic VAV with Digital VAV;
5. Provide Existing MDF for Licensee's exclusive use; and
6. Provide existing ADA bathroom for Licensee's exclusive use

EXHIBIT C

Master Landlord's Services

All services to be provided to the Licensed Premises per the terms of the Master Lease, including, without limitation, electrical capacity, cleaning and janitorial services, and HVAC provided to the Licensed Premises, including those services specifically described on Schedule 1 attached hereto.

Schedule 1

Excution Version

AMENDED AND RESTATED OFFICE SPACE LEASE

between

BP/CGCENTER II LLC,

Landlord

- and -

CITIBANK, N.A.,

Tenant

of

Floors 3 to 6, 14 to 21, 13 Mezzanine and
Portions of Cellar and Sub-Cellar Levels
and other areas described herein

in

CITIGROUP CENTER OFFICE UNIT TWO
THE CITIGROUP CENTER CONDOMINIUM
153 East 53rd Street
New York, New York 10022

Dated: May 21, 2012

**ARTICLE VI
SERVICES AND UTILITIES**

Landlord shall at all times during the Term of this Lease operate the Building in a manner that is consistent with the standards befitting a first-class office building in Midtown Manhattan, which shall include, without limitation, the provision of the services and utilities hereinafter set forth in this Article VI, without additional charge to Tenant, except as may be expressly set forth below (provided, however, that the foregoing shall not be deemed to prohibit Landlord from including the costs of any such services or utilities in Operating Expenses pursuant to Section 4.1.7). Tenant hereby acknowledges that, as of the date hereof, the Building is operated in a manner that is consistent with the standards befitting a first-class office building in Midtown Manhattan prevailing as of the date hereof; provided, however, that the foregoing shall not be deemed to relieve Landlord from its obligation to operate the Building in a manner

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consistent with the standards befitting a first-class office building in Midtown Manhattan, as such standards may change from time to time during the Term of this Lease.

6.1.4 **Electrical Capacity.** Landlord shall make available to the Premises 4.98 watts (demand load) of electricity per rentable square foot included in the Premises (including the 13 Mezzanine but excluding the Limited Common Elements License Premises and the Atrium Border Premises), which is equivalent to 6.64 watts (demand load) of electricity per useable

square foot included in the Premises (including the 13 Mezzanine but excluding the Limited Common Elements License Premises and the Atrium Border Premises) and which shall be exclusive of any power needed to operate the base building HVAC and the other Building Service Systems (the "Basic Capacity"). If Tenant requests electricity in addition to the Basic Capacity or if Tenant is drawing electricity in excess of the Basic Capacity, Landlord shall provide such excess capacity to Tenant, at no additional charge (except as provided in clause (v) below), provided that (i) this Lease is in full force and effect, (ii) the provision of such additional electricity would not violate any applicable Laws, (iii) such additional electricity is, in Landlord's judgment, available for use by Tenant at the time that Tenant requests or draws such additional capacity without resulting in material alterations (unless Tenant agrees to pay for the same in which event such material alteration shall not be denied) in or damage to Building or Unit systems, (iv) the aggregate electrical capacity made available to the Premises shall not exceed Tenant's pro rata share of the electrical capacity of the Building (as calculated by Landlord, it being agreed that Landlord may allocate shares of electrical capacity to vacant space in the Building and it being further acknowledged and agreed that the Basic Capacity represents Tenant's pro rata share of the electrical capacity of the Building as of the date hereof) and (v) Tenant shall reimburse Landlord for the actual out-of-pocket cost of any additional equipment or wiring required for the supply of such additional capacity (provided that the costs of any contractors retained by Landlord to perform such installation is commercially reasonable). Tenant shall have the right to reallocate portions of the Basic Capacity among various floors of the Premises and the premises demised under the Unit One Citibank Lease, provided that any such reallocation shall be performed in a manner that complies with all applicable Laws and does not pose any risk to the systems or equipment of the Building or the life, health or safety of any occupants of the Building and otherwise complies with Article VIII and Exhibit Q.

5.2 H.V.A.C.

5.2.1 AIR CONDITIONING

1. Air is supplied at each floor to the interior and the perimeter from high pressure duct risers. Air is returned from each floor by one fixed volume return air fan and one vane-axial (variable pitch) return air fan through hung ceiling return air plenum. There are two supply and two return air risers on the tower floors and three supply and two return air risers on the low rise building floors.
2. Inside design conditions:

Summer: 76 (+/-2) degrees F. db, when outside conditions do not exceed 91 degrees F. db and when wattage for lighting and power does not exceed 5.0 Watts/useable square foot, and 1 person/100 useable square feet.

Winter: 72 (+/-2) degrees F. db when outside temperature does not fall below 11 degrees F. db.
3. Supply air temperature (interior system):

Summer: 56 - 60 degrees F. (variable)
Winter: 61 - 68 degrees F. (variable)
4. Pneumatic air for temperature controls:

Main air: 20 psi (24 hr. Availability)
"EP" air: 20 psi (same hours as a/c systems)
Pneumatic air is not available for interior VAV boxes.
5. Each exterior column bay is provided with four induction units under the control of a minimum of one thermostat per bay.
6. Induction units are designed to cover building envelope losses or gains and interior heat gains up to 15 feet from inside of windows.

5.2.2 VENTILATION

1. Fresh air is provided by the interior air conditioning system and the induction units' primary air supply system.

- D. Empty all waste receptacles and remove wastepaper and waste materials to a designated area (including recycling bins).
- E. Clean all water fountains and coolers.
- F. Dust wipe with approved chemically treated cloth to be supplied by the Cleaning Contractor all telephones.
- G. Keep slop sink rooms in a neat and orderly condition at all times.
- H. This cleaning operation should be so scheduled that a minimum of lights are to be left on at all times, and upon completion of cleaning all lights are to be turned off and all entrance doors locked (unless BMS override).

3. LAVATORIES - NIGHTLY (MONDAY THROUGH FRIDAY)

- A. Clean all floors.
- B. Clean all mirrors and powder shelves.
- C. Clean all bright work.
- D. Clean all plumbing fixtures.
- E. Clean all toilet seats (both sides).
- F. Scour, wash and disinfect all basins, bowls and urinals throughout all lavatories.
- G. Empty paper towel receptacles and remove to designated area.
- H. Fill toilet tissue holders with toilet tissue to be supplied by the Cleaning Contractor.
- I. Fill soaps dispenser system and fill paper towel dispensers with materials to be supplied by the Cleaning Contractor.
- J. Cleaning Contractor shall fill, supply and maintain sanitary napkin dispensers, where they exist, with materials to be supplied by the Cleaning Contractor.
- K. Empty and clean sanitary disposal receptacles.
- L. Clean and wash waste receptacles and dispensers.
- M. Remove fingerprints from painted surfaces.
- N. Report all mechanical deficiencies, i.e., dripping faucets, etc. to Manager.

4. LAVATORIES - PERIODIC

- A. Hand dust, clean and wash all partitions once a week.
- B. Scrub floors once a month.
- C. Hand dust, clean and wash all tile walls as required, but not less than monthly, or as required.
- D. Hand dust and clean all dispenser and receptacles nightly and wash as required, but not less than weekly.
- E. Wash interiors of waste cans and receptacles weekly.
- F. High dusting to be done monthly, which includes lights, walls, grills, etc.
- G. Dust toilet lighting fixtures as often as necessary, but not less than twice per year.

5. HIGH DUSTING

Do all high dusting in tenant areas quarterly which includes the following:

- A. Dust all pictures, frames, charts, graphs, and similar wall hangings not reached in nightly cleaning.
- B. Dust clean all vertical surfaces, such as walls, partitions, door bucks and other surfaces not reached in nightly cleaning.
- C. Dust clean all pipes, ventilating louvers, air-conditioning louvers, ducts, high moldings and other high areas not reached in nightly cleaning.
- D. Dust exteriors of lighting fixtures.

II. ELEVATOR & ESCALATOR:

I SCHEDULE OF CLEANING

- A. If carpeted, sweep during the day and vacuum at night. Spot clean as necessary.
- B. Clean main or public lobby elevator saddles, doors and frames nightly.
- C. Vacuum tracks and wipe escalator clean nightly.
- D. Clean metal and sides of elevator cabs nightly.

EXHIBIT D

Licensee's Work

1. Furnish and install two (2) 1-1/2" rigid EMT conduits from Citadel's Tenant space on the 30th Floor to the 20th Floor in two (2) diverse pathways for the purpose of installing telecommunications cabling. The vertical conduit will be proposed to be installed within the existing telecommunications shaft way in the core area of the building adjacent to the Freight Elevators.
2. Furnish and install two (2) 2" rigid EMT conduits from Citadel's Tenant space on the 29th Floor to the 20th Floor in two (2) diverse pathways for the purpose of installing UPS power feeders consisting of 100A @ 120/208V, 3PH, 4W in each conduit. We estimate a total linear length of conduit from the 29th to the 20th floor to be approximately 240 feet. The wire size for the 100A @ 120/208V, 3PH UPS power feeders is estimated to be #1 conductor. The vertical conduit will be proposed to be installed within the existing shaft way in the core area of the building adjacent to the Freight Elevators.
3. New supply and return connections to the chilled water services at the core risers on the 20th floor for the purposes of providing supplemental cooling to critical and comfort loads. The chilled water services will be utilized to connect to new specified air conditioning systems. Citadel would like to request a copy of the NY Office Suites sublease agreement that may detail the terms and conditions to utilize the chilled water services that are originated from a central plant installed and operated by Citigroup. Specifically, Citadel would like to confirm the chilled water services are available on a 24/7/365 basis and the total capacity available on the 20th Floor.
4. Construct a new Servery within the Citadel demised space that will require new plumbing, power, and HVAC services. The exhaust system for the Servery will consist of a multi-stage air filtration system to minimum food odor infiltration into the occupied spaces since connection to a common kitchen exhaust at the core area is not feasible. The plumbing services will require new domestic cold water, sanitary vent, and sanitary waste connections at the nearest wet column. A new electric storage type water heater will be specified to provide domestic hot water.
5. Install new carpet throughout space
6. Paint/new wall finishes throughout space
7. Rework/clean-up of existing furniture as required
8. Inspection/Clean-up existing structured cabling infrastructure – add additional cabling as required to support new systems
9. Build-out of a beverage/food servery (plus required finishes and MEP works)
10. Installation of security: card access system + surveillance cameras
11. Delivery of network/critical power + related services to the 20th floor from Citadel MDF on 30 (riser space required)
12. Supplemental HVAC installation – IDF/etc
13. Installation of typical Citadel BMS controls
14. Clean and re-lamping of existing lighting
15. Miscellaneous electrical as required to support space
16. Audio-Visual installations
17. Installation of Citadel required BMS controls
18. Installation of signage

EXHIBIT E

Unwanted Licensor FF&E

* Citadel and Licensor to prepare list of items to be removed from Licensed Premises prior to or shortly after the Commencement Date.