

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this "**Consent**") dated as of the 22 day of February, 2018 by and between BP/CGCENTER II LLC, a Delaware limited liability company ("**Landlord**"), CITIBANK, N.A., a national banking association ("**Tenant**"), and 601 OFFICE SUITES, LLC, a New York limited liability company ("**Subtenant**"), is made with reference to the following:

RECITALS

A. By Amended and Restated Office Space Lease dated May 21, 2012, as amended by a First Amendment to Amended and Restated Office Space dated as of February 13, 2015, a Second Amendment to Amended and Restated Office Space dated as of March 15, 2016 and a letter agreement dated as of May 8, 2017 (collectively, the "**Lease**"), Landlord leased to Tenant certain premises in Unit Two of the building (the "**Building**") known as 601 Lexington Avenue (f/k/a 153 East 53rd Street), New York, New York, which premises are more particularly described in the Lease (the "**Premises**").

B. Tenant desires to sublease a portion of the Premises consisting of the entire rentable area of the twentieth (20th) floor (the "**Subleased Premises**") to Subtenant upon the terms and conditions contained in a Sublease between Tenant and Subtenant dated as of February 1, 2018 (the "**Sublease**").

C. Blackfield Office Suites, LLC, a Delaware limited liability company (the "**Guarantor**") has guaranteed certain obligations of Subtenant under the Sublease pursuant to a Guaranty dated as of February 1, 2018 (the "**Guaranty**").

D. Pursuant to the terms of the Lease, Tenant is required to obtain Landlord's prior written consent to the Sublease.

E. Subject to, and in reliance upon, the representations, warranties, covenants, terms and conditions contained in this Consent, Landlord desires to consent to the Sublease.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, paid by each of the parties hereto to the other, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the provisions herein, Landlord, Tenant and Subtenant hereby agree as follows:

1. Consent. Landlord hereby consents to the Sublease subject to, and in reliance upon, the representations, warranties, covenants, terms and conditions contained in this Consent. In connection therewith Landlord specifically: (a) consents to Subtenant's use of the Subleased Premises for the uses set forth in the Sublease, (b) acknowledges that Subtenant's "customers" and their employees and independent contractors are Permitted Occupants (as said term is defined in the Lease), but none of said persons shall be counted for purposes of computing the Permitted Occupants Threshold, (c) acknowledges that Subtenant's standard form of

“membership agreement” (in the form attached hereto as Exhibit A) is deemed to comply with the provisions of the Lease and is acceptable to Landlord, (d) the entry into “membership agreements” in the form attached hereto as Exhibit A by Subtenant with its customers does not constitute an assignment of lease or a sublease, does not require the Landlord’s consent or entitle the Landlord to share in the profits or income from same, and (e) agrees that the provisions of Lease Article 16.14 limiting recourse to the Tenant entity shall be applied, *mutatis mutandis*, to limit the Landlord’s recourse to the Subtenant entity.

2. Compliance by Subtenant; Enforcement.

(a) Subtenant (i) shall comply with and perform the terms of the Sublease to be complied with or performed on the part of the subtenant under the Sublease, (ii) shall not violate any of the terms of the Lease and (iii) assumes, during the term of the Sublease, the performance of the terms of the Lease to be performed on the part of the tenant under the Lease to the extent that such terms are applicable to the Subleased Premises (including, without limitation, the insurance, indemnity, and waiver of subrogation provisions of the Lease, which shall be applicable to the Subleased Premises as if such Subleased Premises were the Premises for the purposes of said provisions) and provided that Subtenant’s liability for the payment of rent and other amounts shall be limited to amounts set forth in the Sublease. Subject to the limitations of subsection (iii) of the immediately preceding sentence with respect to Subtenant, Tenant and Subtenant shall be jointly and severally liable to Landlord for compliance with and performance of all of the terms, covenants, agreements, provisions, obligations and conditions to be performed or observed by the tenant under the Lease. Notwithstanding the foregoing, (A) to the extent that Subtenant pays Landlord for an item of “additional rent”, under no circumstances shall Subtenant be obligated to pay Tenant for the same item pursuant to the Sublease nor shall Tenant be obligated to pay Landlord for the same item pursuant to the Lease, (B) Subtenant shall be permitted to maintain a CGL Policy of Insurance written on a per occurrence basis with an aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$2,000,000 and an umbrella policy with a limit of \$4,000,000 in lieu of the CGL Policy of Insurance in the amount required by the Lease, (C) Landlord and Subtenant confirm and agree that the waiver of subrogation provisions of the Lease shall be applicable between Landlord and Subtenant as if Subtenant were Tenant, (D) references in Exhibit N-1 of the Lease to “Tenant Improvements” and “Alterations” and “Tenant’s Property” solely as applied to Subtenant shall be deemed to mean only improvements and Alterations made by Subtenant and property of Subtenant, respectively, and (E) Landlord hereby waives the requirement of clause (b) of Section 2 of Exhibit N-1 of the Lease solely as applied to Subtenant, provided that Subtenant hereby covenants to give Landlord and Tenant prior written notice of any cancellation or material modification of Subtenant’s insurance policies.

(b) Tenant shall enforce the terms of the Sublease and Guaranty against Subtenant and Guarantor, respectively. Without limiting the foregoing, Landlord shall have the right, but not the obligation, to proceed directly against Subtenant and/or Guarantor (in Landlord’s name or in Tenant’s name, as determined by Landlord in Landlord’s sole discretion) in order to (i) enforce compliance with and performance of all of the terms, covenants, agreements, provisions, obligations and conditions to be performed or observed by Subtenant

and Guarantor under the Sublease and Guaranty, respectively, the Lease (to the extent applicable to the Subleased Premises) or under this Consent or (ii) terminate the Sublease if any action or omission of Subtenant constitutes a default under the Lease beyond all applicable notice, cure and grace periods. Tenant shall reasonably cooperate with Landlord in connection with any such action or proceeding, and Tenant and Subtenant hereby jointly and severally indemnify and hold Landlord harmless from and against all reasonable and actual costs and expenses including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection with any such action or proceeding.

3. Subordination; Attornment. The Sublease shall be subject and subordinate at all times to the Lease and all amendments thereof, this Consent and all other instruments to which the Lease is or may hereafter be subject and subordinate. The provisions of this Consent and the execution and delivery of the Sublease shall not constitute a recognition of the Sublease or the Subtenant thereunder; it being agreed that in the event of termination (whether voluntary or involuntary), rejection (pursuant to 11 U.S.C. §365) or expiration of the Lease, unless otherwise elected by Landlord as hereinafter set forth, the Sublease shall be deemed terminated and Subtenant shall have no further rights (including, without limitation, rights, if any, under 11 U.S.C. §365(h)) with respect to the Subleased Premises. If (a) the Lease is (or both the Lease and the Sublease are) terminated for any reason whatsoever or rejected (pursuant to 11 U.S.C. §365) by Tenant prior to its (or their) scheduled expiration date(s) or (b) if Landlord shall succeed to Tenant's estate in the Subleased Premises, then in any such event, Subtenant shall have no right to use or occupy any portion of the Premises (or other space in the Building occupied or controlled by Tenant) which is not part of the Subleased Premises, and at Landlord's election, Subtenant shall either attorn to and recognize Landlord as Subtenant's landlord under the Sublease or enter into a new direct lease with Landlord upon the then executory terms of the Sublease (and if Landlord so elects as aforesaid Subtenant hereby waives its right to treat the Sublease as terminated under 11 U.S.C. §365(h)), provided that, in any such event, Landlord shall not be (i) liable for any previous act or omission of Tenant; (ii) subject to any offset or defense which theretofore accrued to Subtenant (including, without limitation, any rights under 11 U.S.C. §365(h)); (iii) bound by any rent or other sums paid by Subtenant more than one month in advance; (iv) liable for any security deposit not actually received by Landlord; (v) liable for any work or payments on account of improvements to the Subleased Premises; or (vi) bound by any amendment of the Sublease not consented to in writing by Landlord. Subtenant and Guarantor shall promptly execute and deliver any instrument Landlord may reasonably request to evidence such attornment or direct lease, including, without limitation, a new Guaranty. In the event of such attornment or direct lease, Tenant and Subtenant shall transfer to Landlord any security deposit under the Sublease (such obligation to include, without limitation, the transfer and modification of any letter of credit posted as security). Subtenant shall reimburse Landlord for any reasonable costs and expenses that may be incurred by Landlord in connection with such attornment or direct lease including, without limitation, reasonable attorneys' fees. Notwithstanding the foregoing, if either of the events set forth in the preceding sentences occurs and if Landlord does not elect to have Subtenant attorn to Landlord or enter into a new direct lease as described above, the Sublease and all rights of Subtenant to the Subleased Premises shall terminate upon the date of expiration or termination of the Lease or

Tenant's right to possession thereunder. The terms of this Section 3 supersede any contrary provisions in the Sublease.

4. Representations and Warranties. Tenant and Subtenant represent, warrant and covenant to Landlord that (a) no rent, fees or other consideration has been or will be paid to Tenant by Subtenant for the right to use or occupy the Subleased Premises or for the use, sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property other than as set forth in the Sublease, and (b) attached hereto as Exhibit B are true, correct and complete copies of the Sublease and Guaranty that embody the complete and entire agreement among Tenant, Subtenant and Guarantor. Upon Landlord's request from time to time, (i) Subtenant shall deliver to Landlord a copy of Subtenant's most recent financial statements certified by an officer of Subtenant and (ii) Guarantor shall deliver to Landlord a copy of Guarantor's most recent financial statements certified by an officer of Guarantor.

5. Amendment or Termination of Sublease. Tenant and Subtenant shall comply with Section 14.5.2(d) of the Lease with respect to any modification, amendment or termination of the Sublease.

6. No Waiver or Release. Except as expressly set forth herein, neither this Consent, the Sublease, nor any acceptance of rent or other consideration from Subtenant by Landlord (whether before or after the occurrence of any default by Tenant under the Lease) shall operate to waive, modify, impair, release or in any manner affect any of the covenants, agreements, terms, provisions, obligations or conditions contained in the Lease, or to waive any breach thereof, or any rights of Landlord against any person, firm, association or corporation liable or responsible for the performance thereof, or to increase the obligations or diminish the rights of Landlord under the Lease, or to increase the rights or diminish the obligations of Tenant thereunder, or to, in any way, be construed as giving Subtenant any greater rights than those to which the original tenant named in the Lease would be entitled or any longer time period to perform than is provided to the original tenant under the Lease. Tenant hereby agrees that the obligations of Tenant as tenant under the Lease and this Consent shall not be discharged or otherwise affected by reason of the giving or withholding of any consent or approval for which provision is made in the Lease. All terms, covenants, agreements, provisions and conditions of the Lease are hereby ratified and declared by Tenant to be in full force and effect, and Tenant hereby unconditionally reaffirms its primary, direct and ongoing liability to Landlord for the performance of all obligations to be performed by the Tenant as tenant under the Lease, including, without limitation, the obligations to pay all rent and all other charges in the full amount, in the manner and at the times provided for in the Lease.

7. No Further Assignment or Subletting.

(a) Except as expressly set forth herein, the giving of this Consent shall not be construed either as a consent by Landlord to, or as permitting, any other or further assignment or transfer of the Lease or the Sublease, whether in whole or in part, or any subletting or licensing of the Premises or the Subleased Premises or any part thereof, or as a waiver of the restrictions and prohibitions set forth in the Lease regarding subletting, assignment or other transfer of any

interest in the Lease or the Premises. Subtenant shall not assign the Sublease or sublet or license all or any part of the Subleased Premises, voluntarily or by operation of law, or permit the use or occupancy thereof by others, without the prior written consent of Landlord.

(b) Landlord agrees that neither (i) the transfer (by one or more transfers), directly or indirectly, by operation of law or otherwise, of any of the ownership interests in Subtenant (collectively "**Ownership Interests**") shall be considered an assignment or transfer of the Sublease if and so long as Subtenant is publicly traded on a nationally recognized stock exchange or in connection with the initial issuance of Ownership Interests in a public offering pursuant to the Securities Act of 1933 nor (ii) the sale or transfer of all or substantially all of the assets or Ownership Interests of Subtenant in one or more transactions or the merger or consolidation or conversion of Subtenant in one or more transactions into or with another business shall be considered an assignment, sublease or transfer of the Sublease (collectively "Sale of Business Transfer"). Landlord also agrees that no profit-sharing shall be required in connection with a Sale of Business Transfer. Though a Sale of Business Transfer shall be exempt from the assignment provisions of the Lease, including Section 14.4, it shall be subject to: (A) the transferee confirming to Landlord that its use of the Subleased Premises shall only be for the uses permitted by the Sublease, (B) the transferee providing to Landlord reasonable background information on the transferee entity and its principals and (C) Landlord having no reasonable basis to conclude that the transferee or its principals are not of good character and reputation ((A) and (B) being hereafter collectively referred to as the "Transferee Submissions"). At least ten (10) business days prior to the effective date of the Sale of Business Transfer, Subtenant shall submit the Transferee Submissions to Landlord. If Landlord fails to object, with reasonable cause, to the Transferee Submissions within ten (10) business days after receipt thereof, Landlord shall be deemed to have waived any right it may have to object to the Sale of Business Transfer, the transferee or its principals, provided that nothing set forth in this Section 7 shall diminish, restrict, impair or otherwise adversely affect Tenant's approval or consent rights pursuant to the Sublease in connection with Subtenant's proposed assignment of the Sublease, sub-sublease of the Subleased Premises or other transfer of Subtenant's rights or interests under the Sublease.

8. No Ratification of Sublease. Tenant and Subtenant acknowledge that Landlord is not a party to the Sublease and is not bound by the provisions thereof, and recognize that, accordingly, other than as expressly set forth herein, Landlord has not, and will not, review or pass upon any of the provisions of the Sublease. Other than as expressly set forth herein, nothing contained herein shall be construed as an approval of, or ratification by Landlord of, any of the particular provisions of the Sublease or a modification or waiver of any of the terms, covenants and conditions of the Lease or as a representation or warranty by Landlord.

9. Default: Remedies. Any breach or violation of any provisions of the Lease by Subtenant shall be deemed to be and shall constitute a default by Tenant under the Lease. In the event (a) of any default by Tenant or Subtenant in the full performance and observance of any of their respective obligations under this Consent, which default shall not be cured within thirty (30) days after notice to the party in default (with a copy of such notice to the other party), or if such default is not reasonably susceptible to cure within such thirty (30)-day period, Tenant or

Subtenant, as applicable, has failed to commence to cure such default within such thirty (30)-day period and diligently pursued such cure to completion thereafter, or (b) any representation or warranty of Tenant or Subtenant made herein shall prove to be false or misleading in any material respect, then (i) such event may, at Landlord's option, be deemed an Event of Default under the Lease and (ii) Landlord may give written notice of such default to the party in violation (with a copy of such notice to the other party), and if such violation shall not be discontinued or corrected within thirty (30) days after the giving of such notice, or if such violation is not reasonably susceptible to cure within such thirty (30)-day period, Tenant or Subtenant, as applicable, has failed to commence to cure such violation within such thirty (30)-day period and diligently pursued such cure to completion thereafter, then Landlord may, pursue all available legal rights and remedies. Subject to Landlord's right to require Subtenant to attorn or enter into a direct lease under Paragraph 3 hereof, if Subtenant shall fail to vacate and surrender the Subleased Premises upon the expiration, rejection or earlier termination (whether voluntary or involuntary) of the Lease, then (x) Landlord shall be entitled to all of the rights and remedies which are available to a landlord against a tenant holding over after the expiration of a term and (y) without limiting Landlord's rights against Tenant under the Lease or Tenant's rights against Subtenant under the Sublease, Subtenant shall be directly liable to Landlord under the holdover provisions of the Lease with respect to the Premises, provided that in no event shall Landlord be entitled to a double recovery of holdover amounts from both Tenant and Subtenant. Subtenant expressly waives for itself and for any person claiming through or under Subtenant, any rights which Subtenant or any such person may have under 11 U.S.C. §365(h), including, without limitation, any right to remain in possession of the Premises under §365(h)(1)(A)(ii) and any right of offset under §365(h)(1)(B) against any amounts due and owing to Landlord. Further, Subtenant expressly waives for itself and for any person claiming through or under Subtenant, any rights which Subtenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing.

10. Notices.

(a) Any notices given under this Consent shall be effective only if in writing and given in the manner notices are required to be given under the Lease, addressed to the respective party at the address set forth in the Lease with respect to Landlord and Tenant, and at 786 Walt Whitman Road, Melville, NY 11746 with respect to Subtenant and Guarantor, or at such other address for such purpose designated by notice in accordance with the provisions hereof.

(b) Tenant and Subtenant and Guarantor shall promptly deliver to Landlord a copy of any default or termination notice sent or received by any such party with respect to the Sublease or Guaranty.

(c) Except as otherwise provided herein, all such notices shall be effective when received; provided, that (i) if receipt is refused, notice shall be effective upon the first occasion that such receipt is refused, or (ii) if the notice is unable to be delivered due to a change

of address of which no notice was given, notice shall be effective upon the date such delivery was attempted.

11. Brokerage.

(a) Tenant represents, warrants and covenants to Landlord that Tenant has dealt with no broker in connection with the Sublease other than CBRE and Cushman & Wakefield. In the event any claim is made against Landlord relative to dealings by Tenant with any broker in connection with the Sublease, Tenant shall defend the claim against Landlord with counsel of Tenant's selection first approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) and save harmless and indemnify Landlord on account of loss, cost or damage to the extent arising by reason of such claim. Tenant agrees that it shall be solely responsible for the payment of brokerage commissions to CBRE and Cushman & Wakefield in connection with the Sublease.

(b) Subtenant represents, warrants and covenants to Landlord that Subtenant has dealt with no broker in connection with the Sublease other than CBRE and Cushman & Wakefield. In the event any claim is made against Landlord relative to dealings by Subtenant with any broker in connection with the Sublease, Subtenant shall defend the claim against Landlord with counsel of Subtenant's selection first reasonably approved by Landlord and save harmless and indemnify Landlord on account of loss, cost or damage which may arise by reason of such claim.

12. Assignment of Sublease Rents.

(a) Subject to the license granted in this paragraph, Tenant hereby unconditionally and irrevocably grants, transfers, assigns and sets over to Landlord all of Tenant's interest in the rents, issues and profits of the Sublease (collectively, the "**Sublease Rents**"), together with full power and authority, in the name of Tenant, or otherwise, to demand, receive, enforce, collect or receipt for any or all of the foregoing, to endorse or execute any checks or other instruments or orders, to file any claims and to take any other action which Landlord may deem necessary or advisable in connection therewith; provided, that no exercise of such rights by Landlord shall release Tenant from any of its obligations under the Lease or the Sublease. The parties intend that the assignment described in this Paragraph 12 shall be a present, actual, absolute and unconditional assignment; provided, however, that except to the extent specified by Landlord in a notice or demand given to Tenant and Subtenant exercising Landlord's right to collect the Sublease Rents directly from Subtenant, Tenant shall have a license to collect the Sublease Rents, but neither prior to accrual nor more than one month in advance (except for security deposits and escalations provided for in the Sublease). Tenant hereby irrevocably authorizes Subtenant to rely upon and comply with any such notice or demand by Landlord for the payment to Landlord of any Sublease Rents due or to become due and all Rent paid by Subtenant to Landlord shall be credited by Tenant to the rent obligations of Subtenant under the Sublease. Landlord shall be accountable only for the Sublease Rents actually collected hereunder and not for the rental value of the Subleased Premises.

(b) Neither this Consent nor the assignment described in this Paragraph 12 nor any action or inaction on the part of Landlord shall constitute an assumption on the part of Landlord of any duty or obligation under the Sublease, nor shall Landlord have any duty or obligation to make any payment to be made by Tenant under the Sublease or the Lease, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which have been assigned to Landlord or to which it may be entitled hereunder at any time or times. The collection and application of the Sublease Rents or other charges, or any other action taken by Landlord in connection therewith, shall not (i) cure or waive any default under the Lease, (ii) waive or modify any notice thereof theretofore given by Landlord, (iii) create any direct tenancy between Landlord and Subtenant, or (iv) otherwise limit in any way the rights of Landlord hereunder or under the Lease.

(c) Tenant, at its expense, will execute and deliver all such instruments and take all such action as Landlord, from time to time, may reasonably request in order to obtain the full benefits of the assignment provided for in this Paragraph 12.

(d) All Sublease Rents collected by Landlord (less the cost of collection reasonably and actually incurred, including, without limitation, reasonable attorneys' fees) under this Paragraph 12 will be applied against Tenant's obligations under the Lease.

13. Estoppel Certificates. Tenant and Subtenant and Guarantor each agrees, at any time and from time to time, as reasonably requested by Landlord, upon not less than fifteen (15) Business Days' prior notice, to execute and deliver to Landlord a written certified statement executed and acknowledged by an appropriate individual representing such party (a) stating that the Sublease and/or Guaranty, as applicable, is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the base rent and additional rent and other charges, if any, have been paid, (c) stating whether or not, to the actual knowledge of the signatory, the other party is in default under the Sublease and/or Guaranty, as applicable, and if so, setting forth the specific nature of all such defaults, (d) stating the amount of the security deposit, if any, held by Tenant under the Sublease, and (e) as to any other matters reasonably requested by Landlord. The parties acknowledge that any statement delivered pursuant to this Section 13 may be relied upon by others with whom Landlord may be dealing, which may include, without limitation, any purchaser or owner of the Land, the Building or the Unit, or by any Senior Interest Holder, or by any purchaser of the interest of any Senior Interest Holder.

14. Miscellaneous.

(a) Remedies Cumulative. Each right and remedy of Landlord provided for in this Consent or in the Lease shall be cumulative and shall be in addition to every other right and remedy provided for herein and therein or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Landlord of any one or more of the rights or remedies so provided for or existing shall not preclude the simultaneous or subsequent exercise by Landlord of any or all other rights or remedies so provided for or so existing.

(b) Landlord's Liability. Landlord's liability under this Consent shall be limited to the same extent Landlord's liability is limited under the Lease.

(c) Successors and Assigns. The terms and provisions of this Consent shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Captions. The captions contained in this Consent are for convenience only and shall in no way define, limit or extend the scope or intent of this Consent, nor shall such captions affect the construction hereof.

(e) Counterparts. This Consent may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) No Privity of Estate. It is expressly understood and agreed that, except with respect to Landlord's election to have Subtenant attorn to or enter into a direct lease with Landlord pursuant to Section 3 above, neither this Consent nor any direct dealings between Landlord and Subtenant during the term of the Sublease (including, without limitation, the direct billing by Landlord to Subtenant of work order, or other charges relating to Subtenant's occupancy) shall create or constitute, or shall be deemed to create or constitute, privity of estate, any landlord-tenant relationship, or occupancy or tenancy agreement between Landlord and Subtenant.

(g) Binding Effect. This Consent is offered to Tenant and Subtenant and Guarantor for signature and it is understood that this Consent shall be of no force and effect and shall not be binding upon any party hereto unless and until it has been executed and delivered by and to all parties hereto.

(h) Review of Sublease. Tenant shall reimburse Landlord for any reasonable and actual costs incurred by Landlord in connection with the Sublease including, without limitation, the reasonable and actual out-of-pocket costs of making investigations as to the acceptability of the proposed subtenant and reasonable and actual out-of-pocket costs legal fees and expenses incurred in connection with the granting of this Consent ("Landlord's Costs"). Tenant shall pay Landlord's Costs to Landlord within twenty (20) days after Landlord's demand and delivery to Tenant of reasonable supporting documentation of Landlord's Costs. Subtenant shall pay one-half of Landlord's Costs to Tenant within twenty (20) days after Tenant's demand and delivery to Subtenant of reasonable supporting documentation of Landlord's Costs.

(i) Conflict. If there shall be any conflict or inconsistency between the terms, covenants and conditions of this Consent or the Lease and the terms, covenants and conditions of the Sublease, then the terms, covenants and conditions of this Consent and the Lease shall prevail.

(j) Consent Limited. This Consent shall be deemed limited solely to the Sublease, and Landlord reserves the right to consent or withhold consent and all other rights as set forth in and in accordance with the Lease with respect to any other matters.

(k) Alterations. Tenant and Subtenant acknowledge that any additions, alterations, demolitions or improvements to be performed in connection with the Sublease shall be first approved by Landlord in accordance with the Lease and subject to all of the terms and conditions of the Lease. All contractors, vendors and service providers requiring access to the Subleased Premises or the Building shall be subject to Landlord's prior and continuing review and approval with respect to insurance, security and operational matters.

(l) Terms. Terms defined in the Lease and used, but not defined, herein shall have the meanings ascribed to them in the Lease.

(m) Entire Agreement. This Consent contains the entire agreement of the parties with respect to the matters contained herein and may not be modified, amended or otherwise changed except by written instrument signed by the parties sought to be bound.

(n) Partial Invalidity. If any term, provision or condition contained in this Consent shall, to any extent, be invalid or unenforceable, the remainder of this Consent, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Consent shall be valid and enforceable to the fullest extent possible permitted by law.

(o) Attorneys' Fees. If any party commences litigation for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the adverse, non-prevailing party(ies) such costs and reasonable attorneys' fees as may have been incurred.

(p) Authority. Each party hereto respectively represents, warrants and covenants to the others that it (i) is a duly formed and existing entity qualified to do business in the jurisdiction in which the Building is located and (ii) has full right, power and authority to enter into this Consent and that the persons or person executing this Consent on behalf of such party are duly authorized to do so.

(q) Governing Law. This Consent shall for all purposes be construed in accordance with, and governed by, the laws of the jurisdiction in which the Building is located.

(r) OFAC. As an inducement to Landlord to enter into this Consent, Subtenant hereby represents and warrants that: (i) Subtenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the

United States Treasury (“OFAC”) (any such person, group, entity or nation being hereinafter referred to as a “Prohibited Person”); (ii) Subtenant 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) Subtenant (and any person, group, or entity which Subtenant 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 that either may cause or causes Landlord to be in violation of any OFAC rule or regulation, including without limitation any assignment of the Lease or any subletting of all or any portion of the Premises. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Subtenant of the foregoing representations and warranties shall be deemed a default by Subtenant under Paragraph 9 above, and shall be covered by the indemnity provisions of the Lease, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of the Sublease.

(s) Profits. Tenant acknowledges and agrees that Net Sublease Profits, if any, associated with the Sublease shall be paid to Landlord in accordance with the terms of the Lease.


(t) Electronic Signatures. The parties acknowledge and agree that, subject to the terms of this paragraph, this Consent may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. “**Electronic signature**” shall mean faxed versions of an original signature or electronically scanned and transmitted versions (i.e., email of a pdf) of an original signature and, absent contrary written instructions by the transmitting party, the transmission of such an electronic signature by fax or email by one party hereto to the other party(ies) hereto shall constitute execution and delivery of this Consent by the transmitting party. Any party hereto executing this Consent by electronic signature shall promptly thereafter deliver such transmitting party’s original signature to this Consent to the recipient party(ies), but the failure to do so shall not affect the validity of this Consent.

[Signatures on next page.]

EXECUTED as of the date and year first above written.

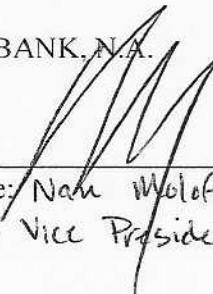
LANDLORD:

BP/CGCENTER II LLC


By: _____
Name: John Powers
Title: Vice President

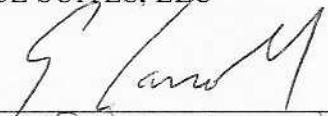
TENANT:

CITIBANK, N.A.


By: _____
Name: Nam Wlofsky
Title: Vice President

SUBTENANT:

601 OFFICE SUITES, LLC


By: _____
Name: Ed Carroll
Title: CEO

GUARANTOR:

BLACKFIELD OFFICE SUITES, LLC

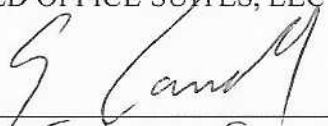

By: _____
Name: Ed Carroll
Title: Managing member

Exhibit A

Subtenant Membership Agreement

Exhibit B

The Sublease and Guaranty