

CONSENT TO SUBLEASE AND SEVENTH AMENDMENT TO LEASE

THIS CONSENT TO SUBLEASE AND SEVENTH AMENDMENT TO LEASE (this "Agreement") made as of this 9th day of September, 2009, between **1350 LLC**, a Delaware limited liability company, having an office c/o SL Green Realty Corp., at 420 Lexington Avenue, New York, New York 10170 ("Landlord"), **HARPERCOLLINS PUBLISHERS L.L.C.** (f/k/a HarperCollins Publishers Inc.), a Delaware limited liability company, having an office at 10 East 53rd Street, New York, New York 10022 ("Tenant"), and **UNIVERSAL EXECUTIVE CENTERS, INC.**, a New York corporation, having an office at 420 Lexington Avenue, New York, New York 10170 ("Subtenant"). For purposes hereof, "Named Subtenant" shall mean Universal Executive Centers, Inc.

WITNESSETH

WHEREAS, pursuant to that certain Agreement of Lease dated as of August 7, 1990 (the "Original Lease") between Landlord's predecessor-in-interest, 54-55 Street Co., as landlord, and Tenant's predecessor-in-interest, The Hearst Corporation, as amended by that certain (i) Agreement dated as of August 21, 1990 (the "First Amendment"), (ii) Second Amendment to Lease dated as of May 15, 1996 (the "Second Amendment"), (iii) Third Amendment to Lease dated as of February 28, 1997 (the "Third Amendment"), (iv) Fourth Amendment to Lease dated as of February 15, 2000 (the "Fourth Amendment"), (v) Fifth Amendment to Lease dated as of June 30, 2004 (the "Fifth Amendment"), and (vi) Sixth Amendment to Lease dated as of May 9, 2005 (the "Sixth Amendment") (said Original Lease, as so amended and as may hereafter be amended, is hereinafter referred to as the "Lease"), Landlord leased to Tenant and Tenant hired from Landlord certain premises consisting of (a) the entire second (2nd), third (3rd) and fourth (4th) floors (the "Office Space"), (b) a portion of the

eighth (8th) floor, and (c) a portion of the basement level (the “**Storage Space**”) (collectively, the Office Space, the portion of the 8th floor and the Storage Space are referred to herein as the “**Premises**”) in the building located at 1350 Avenue of the Americas, New York, New York (the “**Building**”);

WHEREAS, Tenant and Subtenant have entered into that certain Agreement of Sublease dated as of July 10, 2009 (the “**Sublease**”) with respect to the Office Space for a term commencing on the date set forth in the Sublease and expiring on November 29, 2020 (the “**Sublease Expiration Date**”); and

WHEREAS, Landlord, Tenant and Subtenant desire to enter into this Agreement for the purpose of setting forth Landlord’s consent to the Sublease, and certain other agreements with respect to the Sublease and certain modifications of the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

TERMS

Section 1.1. Except as otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings given to such terms in the Lease. The Lease, as amended and modified by this Agreement (and as same may be hereafter amended), is referred to in this Agreement as the “**Lease**”. The term “**this lease**” or “**the lease**” as used in the Lease shall mean the Lease as amended and modified by this Agreement (and as same may be hereafter amended).

ARTICLE 2

CONSENT TO SUBLEASE AND RIGHTS OF SUBTENANT

Section 2.1. Landlord hereby consents to the subletting of the Office Space by Tenant to Subtenant pursuant to the terms and conditions of the Sublease, including, without limitation, (i) the payment of Prepaid Rent (as such term is defined in the Sublease) by Subtenant to Tenant, it being understood and agreed that in no event shall Landlord's consent to the Prepaid Rent in any way bind Landlord or otherwise affect Landlord's right to have Subtenant attorn to Landlord in case the Lease is terminated (as more fully detailed in Section 2.1(f) below), and (ii) the Permitted Occupancies (as such term is defined in the Sublease), provided, however, in addition to any restrictions in the Sublease with respect to such Permitted Occupancies, (a) for avoidance of doubt, the term "demising walls" in Section 11(j)(ii) of the Sublease shall mean and, therefore, Subtenant shall not install any new (i.e., installed after the date hereof) interior partition and other new walls that create a separate office suite or office suites with its own dedicated entrance or reception area separate from those used by Subtenant and other Permitted Occupancies (though nothing contained herein shall require Landlord's consent (except if same constitutes an alteration that requires consent pursuant to the terms and conditions of the Lease) to the creation of any additional individual private office or offices for use by a Permitted Occupant), it being understood and agreed, however, (1) nothing contained herein shall prevent Subtenant from providing lockable doors on each office contained in the Office Space, (2) if Subtenant allows a single Permitted Occupant to utilize an existing (as of the date hereof) office suite or suites which currently has access through a dedicated entrance, same shall not be an ordinary subletting hereunder, and (3) Subtenant may allow a single Permitted Occupant to utilize an entire floor of the Office Space with its own lockable door, provided such lockable door does not interfere with or prevent other Permitted Occupancies access to the reception area,

if any, on such floor or the internal staircase on such floor (e.g., such lockable door will be located in a location which provides that the reception area, if any, and internal staircase are accessible by all Permitted Occupancies) and same shall not be an ordinary subletting hereunder, and (b) the occupancy by the Permitted Occupancies shall not materially increase the traffic through the lobby of the Building beyond that which would reasonably be expected to occur if Subtenant utilized the entire Office Space for the normal conduct of office business, be likely to increase Landlord's operating expenses beyond that which would be incurred for use by an ordinary office user, or materially increase the burden on Landlord's cleaning services or elevators over the burden that would be incurred by an ordinary office user. In addition any license agreement entered into by Subtenant for its Permitted Occupancies which provides for the licensee to have an entrance and/or reception area separate from those used by all of the other Permitted Occupancies, shall be deemed to be an ordinary subletting which shall be governed by the provisions of Section 11 of the Sublease (excluding Section 11(j) thereof); it being understood and agreed that it shall not be deemed to be an ordinary subletting merely because a reception area located on any floor of the Office Space shall be operated and maintained by Subtenant for the use and benefit of all of the Permitted Occupancies in general (whether or not such Permitted Occupant is located on that particular floor) and at no time shall any such reception area be dedicated for use by a specific Permitted Occupant. At least five (5) days prior to a Permitted Occupant taking occupancy, Subtenant shall give notice to Landlord identifying the Permitted Occupant and the character and nature of the business to be conducted by such Permitted Occupant, as well as the rentable square footage to be occupied by such Permitted Occupant and the duration of such occupancy. On the first (1st) day of each calendar month throughout the Term, Subtenant shall provide Landlord with an updated list of all Permitted

Occupants then occupying any portion of the Office Space, which shall include names and phone numbers for both the entities and the individuals in occupancy. Tenant and Subtenant represent and warrant that a true and correct copy of the Sublease has been delivered to Landlord and is annexed hereto as Exhibit A.

Section 2.2. Landlord's consent to the Sublease is granted upon the following terms and conditions:

(a) The Sublease shall not in any way modify, amend or affect the Lease or affect Tenant's obligations thereunder.

(b) Landlord's consent to the Sublease shall not be construed so as to modify or increase any of Landlord's obligations under the Lease, except as otherwise set forth herein.

(c) Except as otherwise expressly provided for herein, Tenant shall not permit any other or further assignment or subletting of all or any portion of the Premises, without Landlord's prior written consent in each instance.

(d) This consent shall not be construed to permit any greater use of services provided to the Premises than is provided for in the Lease including, but not limited to, Landlord's obligations to supply electrical service.

(e) Notwithstanding anything herein contained, the Sublease shall in all respects be subject to, and subordinate to, the Lease and to all of the terms and conditions thereof.

(f) If at any time prior to the expiration of the term of the Sublease, the term of the Lease shall terminate or be terminated for any reason including, but not limited to, termination by operation of any provisions of the Lease, or by operation of law,

Subtenant agrees, at the election and upon demand of the Landlord or any other owner of the Building or of the holder of any mortgagee in possession of the Building, or of any lessee under any lease to which the Lease shall be subject and subordinate, to attorn, from time to time, to Landlord or any such owner, holder or lessee, upon the then executory terms and conditions set forth in the Sublease for the remainder of the term demised in the Sublease; provided, however, Landlord shall not be bound by the Prepaid Rent except to the extent same is actually received by and delivered to Landlord from Tenant. The foregoing provisions of this paragraph shall (a) enure to the benefit of Landlord and/or any such owner, holder or lessee and shall apply notwithstanding that, as a matter of law, the Sublease may terminate upon the termination of the Lease, and (b) be self-operative upon any such demands, and no further instrument shall be required to give effect to said provisions. Upon demand of Landlord or any such owner, holder or lessee, Subtenant agrees, however, to execute, from time to time, instruments in confirmation of the foregoing provisions of this paragraph reasonably satisfactory to Landlord or any such owner, holder or lessee, in which Subtenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy. Nothing contained in this paragraph shall be construed to impair any right otherwise exerciseable by Landlord or any such owner, holder or lessee. Nothing contained herein or in the Sublease shall be deemed to create privity of contract between Landlord and Subtenant except if Landlord elects to require Subtenant to attorn after termination of the Lease, in which event, Landlord will be the sublandlord under the Sublease but Landlord shall not be bound by any amendment or modification of the Sublease made without the written consent of Landlord or liable to Subtenant with respect to or responsible for: (i) any breach or default of Tenant under the Sublease; (ii) sublease rents paid in advance to Tenant; (iii) furnishing services or affording rights of a different nature, or to greater extent than

those which Landlord would be obligated to give to Tenant under the Lease with regard to the space occupied by Subtenant, or (iv) the retention, application and/or return to Subtenant of any security deposit paid to Tenant or any prior sublandlord, whether or not still held by Tenant or such prior sublandlord, unless, until and to the extent Landlord has actually received for its own account as sublandlord such security deposit.

(g) This consent shall not be assignable. This consent is to the act of subleasing only and, except as otherwise expressly provided herein, not to any of the provisions of the aforesaid Sublease. Without limiting the generality of the foregoing, nothing contained herein or in the Sublease shall constitute Landlord's consent to any alteration without regard to whether or not such alteration is expressed or implied in the Sublease, and all alterations must comply with the applicable provisions of the Lease. Anything to the contrary herein notwithstanding, subject to the provisions of the Lease, Landlord hereby consents in concept to Subtenant's making merely decorative changes to the Office Space, including, without limitation, painting and carpeting of the Office Space.

(h) Tenant acknowledges and agrees that the Lease has not been modified and remains in full force and effect and Landlord has not waived any requirement of the Lease. Tenant and Landlord each acknowledge and agree that, to such party's knowledge, neither party is in breach of the Lease and neither party has any claim for any failure of the other party to perform its obligations under the Lease.

(i) Each party hereunder shall be responsible for its own costs and expenses in connection with this Agreement and the consent of Landlord to the Sublease.

Section 2.3. Tenant represents and warrants to Landlord and Subtenant that its correct name is HarperCollins Publishers L.L.C. and that it has converted from a corporation to a

limited liability company under Section 266 of the Delaware General Corporation Law. Provided that such representation is true and correct, Landlord acknowledges that such conversion is not in violation of Article 66 of the Lease.

ARTICLE 3

MISCELLANEOUS LEASE MODIFICATIONS

Section 3.1. Effective as of the date hereof, Articles 76 and 77 of the Original Lease shall be deemed deleted in their entirety and of no further force and effect.

Section 3.2. Effective as of the date hereof, Sections 5, 8, and 9 of the Fifth Amendment shall be deemed deleted in their entirety and of no further force and effect.

Section 3.3. Effective as of the date hereof, Article 80 of the Original Lease shall be deemed deleted in its entirety and of no further force and effect.

Section 3.4. Effective as of the date hereof, Section 10(b) through (e) of the Fifth Amendment shall be deemed deleted in their entirety and of no further force and effect (i.e., among other things, Tenant shall no longer have any right to a Monument Sign (as such term is defined in Section 10 of the Fifth Amendment)). Further, so long as the Sublease is in full force and effect, Landlord shall, at the request of Subtenant, maintain listings on the directory located in the building lobby of the names of Subtenant, its Permitted Occupancies and any entity which controls or is controlled by Subtenant and that is in occupancy of the Office Space, provided that (i) the first fifty (50) such listings requested by Subtenant shall be free of any charge imposed by Landlord and (ii) any listings above and beyond the initial fifty (50) such listings requested by Subtenant shall be made by Landlord at Landlord's then established charge therefor (but Landlord shall not be obligated to revise the directory more often than once a month).

ARTICLE 4

4TH FLOOR RECAPTURE OPTION

Section 4.1. Provided that (1) as of December 31, 2015 (the “**Notification Date**”) the Sublease is still in effect, and (2) Landlord has entered into a fully-executed lease (a “**Recapture Lease**”) that expires no earlier than the Sublease Expiration Date with either (x) an existing tenant or occupant of the Building (that is not under common control with or controlled by Landlord) that is leasing more than one (1) full floor in the Building and has agreed to expand its premises within the Building to include the entire 4th Floor or (y) a new tenant of the Building (that is not under common control with or controlled by Landlord) which has agreed to lease at least two (2) or more full floors in the Building (including the entire 4th Floor (as defined below)), then, in such case Landlord shall have the one-time right (“**Landlord’s 4th Floor Recapture Right**”), at its sole option, to sub-sublet from Subtenant (which sub-sublease Tenant hereby approves, to the extent such approval is necessary) and/or Tenant, as the case may be, for not less than the remaining term of the Sublease commencing on the 4th Floor Recapture Date, the portion of the Premises consisting of the entire 4th floor of the Building (the “**4th Floor**”) on the same terms, covenants and conditions of the Sublease (as same shall be allocable and applicable to the 4th Floor with all monetary obligations thereunder determined on a pro-rata basis based on the square footage of the 4th Floor (i.e., 24,833 rsf)), and otherwise pursuant to the following terms and conditions:

(a) Landlord shall exercise Landlord’s 4th Floor Recapture Right by providing notice (the “**4th Floor Recapture Notice**”) thereof to Tenant and Subtenant by no later than the Notification Date, which 4th Floor Recapture Notice shall include a certification by an officer or director of Landlord that Landlord has entered into a Recapture Lease. Time shall

be of the essence with respect to the giving of the 4th Floor Recapture Notice by Landlord and if Landlord fails to give such 4th Floor Recapture Notice by the Notification Date, Landlord shall no longer be entitled to exercise the Landlord's 4th Floor Recapture Right hereunder. For purposes hereof, the term "**4th Floor Recapture Date**" shall mean December 31, 2016.

(b) If a sub-sublease to Landlord is so made it shall expressly:

(i) permit Landlord to make further subleases of all or any part (provided that the initial Recapture Lease must include all of the 4th floor) of the 4th Floor (pursuant to the terms hereof) and (at no cost or expense to Tenant and/or Subtenant) to make and authorize any and all changes, alterations, installations and improvements in such space as necessary, in each case without the consent of Tenant and/or Subtenant and without any obligation on the part of Tenant and/or Subtenant to remove any such changes, alterations, installations or improvements upon the expiration of such sub-sublease, the Sublease and/or the Lease ;

(ii) negate any intention that the estate created under such sub-sublease be merged with any other estate held by Landlord, Tenant or Subtenant; and

(iii) provide that Landlord shall accept the 4th Floor "as is" except that Landlord shall, at its sole cost and expense, (A) timely perform all such work and make all such alterations as may be required to legally and physically separate the 4th Floor from the remainder of the Office Space (including, but not limited to, (i) removing any interconnecting staircase located between the 4th Floor and the 3rd floor of the Office Space and restoring the 3rd floor of the Office Space in a Building standard manner as a result of such staircase removal, (ii) separately metering the electricity serving the 4th Floor for the account of Landlord (it being understood and agreed that Landlord shall be entitled to the full capacity of electricity allocable

to the 4th Floor that is to be provided under the Lease), and (iii) relocating any infrastructure located on the 4th Floor as of the Notification Date that is necessary and essential for Subtenant to continue to operate its business on the remaining portions of the Office Space, provided, however, Subtenant shall notify Landlord of such infrastructure by no later than June 30, 2016) (the "**4th Floor Work**"), and (B) relocate Subtenant's IT/data room and its related equipment (including, but not limited to, the related telephone and communications equipments, air-conditioning and venting units and related systems (it being understood and agreed that Landlord may install new equipment that is substantially similar to the existing equipment) in lieu of relocating existing equipment)) from the 4th Floor (if such room is located on the 4th floor as of the Notification Date) to a location reasonably designated by Subtenant elsewhere in the Office Space (the "**IT Relocation Work**"), provided such location is reasonably acceptable to Landlord and is compliance with all applicable laws; it being understood and agreed that Landlord shall have access to the Office Space during the six (6) month period prior to the 4th Floor Recapture Date in order to perform any such IT Relocation Work (but not the 4th Floor Work for which Landlord shall have access to the Office Space after the 4th Floor Recapture Date) and that such IT Relocation Work and 4th Floor Work shall be performed by Landlord in a manner so as to minimize any interruption of Subtenant's ordinary conduct of business during the hours of 8:00 a.m. and 8:00 p.m. Tenant and Subtenant acknowledge and agree that (a) the IT Relocation Work to be performed by Landlord will be performed while Tenant and/or Subtenant remains in occupancy of the Office Space and that such work shall not constitute an eviction of Tenant and/or Subtenant in whole or in part, constructive or actual, and shall not be a ground for any abatement of rent and shall not impose liability on the Landlord or Tenant by reason of any inconvenience, injury to Tenant's or Subtenant's business or otherwise, as applicable, and (b) in

order to facilitate the performance by Landlord of such work without delay and/or additional expense to Landlord, Subtenant shall promptly upon request, at Landlord's sole but reasonable cost and expense, relocate to other areas of the Office Space all materials, personalty, furnishings, personal property, fixtures, trade fixtures and equipment presently located therein as reasonably agreed to by Subtenant and Landlord.

(c) Tenant hereby agrees that if, after the exercise of Landlord's 4th Floor Recapture Right, the term of the Sublease shall terminate or be terminated for any reason, including, but not limited to, termination by operation of any provisions of the Sublease or by operation of law (other than a termination due to a casualty or condemnation), Tenant shall automatically recognize Landlord as its subtenant for the 4th Floor pursuant to the terms of the Sublease applicable to the 4th Floor (excluding any requirement to post a security deposit), Landlord shall attorn to Tenant pursuant to all such terms of said Sublease applicable to the 4th Floor, and Landlord and Tenant shall promptly execute and deliver any reasonable instrument that such Landlord or Tenant may reasonably request to evidence such recognition and attornment. Upon such attornment the Sublease shall continue in full force and effect with respect to the 4th Floor as, or as if it were, a direct sublease between such Tenant, as sublandlord, and Landlord, as subtenant, provided, however, (i) Section 4.1(d) shall remain applicable as and between Landlord and Tenant, and (ii) Subtenant shall be released (by Landlord and Tenant) of all liability and obligations accruing under the Sublease with respect to the 4th Floor from and after the date of such attornment.

(d) (i) In case of Landlord's exercise of the 4th Floor Recapture Option, for the remaining term of the Lease following the 4th Floor Recapture Date, Tenant shall automatically and without any further act by any party be relieved from the obligation to pay

(pursuant to the Lease) the portion of fixed or reserved rent and additional rent with respect to the 4th Floor that is due under the Sublease and Tenant shall be relieved from, and Landlord shall indemnify and save Tenant harmless from, all obligations under the Lease with respect to the 4th Floor other than the obligation to pay the portion of the fixed or reserved rent and additional rent that exceeds the fixed or reserved rent and additional rent due under the Sublease with respect to the 4th Floor. Subject to the foregoing, performance by Landlord under a sub-sublease of the 4th Floor shall be deemed performance by Tenant and Subtenant of any similar obligation under the Lease and Sublease and any default under any such sub-sublease shall not give rise to a default under a similar obligation contained in the Lease and Sublease applicable to the 4th Floor, nor shall Tenant or Subtenant be liable for any breach or default under the Lease or Sublease or deemed to be in breach or default hereunder if such breach or default is occasioned by or arises from any act or omission of the tenant under such sub-sublease or is occasioned by or arises from any act or omission of any occupant holding under or pursuant to any such sub-sublease.

(ii) In case of Landlord's exercise of the 4th Floor Recapture Option, (A) Tenant and Landlord agree that Subtenant shall automatically and without any further act by any party be relieved from all liabilities and obligations with respect to the 4th Floor under the Sublease accruing from and after the 4th Floor Recapture Date, and (B) Landlord shall indemnify and save Subtenant harmless from all liabilities and obligations with respect to the 4th Floor under the Sublease accruing from and after the 4th Floor Recapture Date, including, but not limited to, the obligation to pay the portion of the fixed or reserved rent and additional rent due under the Sublease with respect to the 4th Floor.

(e) In no event shall Landlord or any subtenant of Landlord under such sub-sublease be required to post any security deposit (whether pursuant to the terms of the Sublease or otherwise). Promptly following the 4th Floor Recapture Date and provided that Subtenant is not then in default under the terms of the Sublease beyond any applicable cure or grace period, Tenant shall return to Subtenant one-third of the Security Deposit then required under the Sublease and being held by Tenant under the Sublease.

Section 4.2. If Landlord timely exercises Landlord's 4th Floor Recapture Right pursuant to this Article 4, then:

(a) On or before the 4th Floor Recapture Date, Landlord shall pay to Subtenant an amount equal to the unamortized (each such alteration amortized on a straight-line basis over the term of the Sublease in accordance with generally accepted accounting principles commencing when such alteration was made) reasonable, out-of-pocket hard costs (i.e., the actual construction costs incurred by Subtenant) and soft costs (i.e., architectural, engineering, and design/planning costs) incurred by Subtenant on or before the Notification Date in connection with alterations, improvements, additions or installations (excluding the cost of any personal property or furniture thereon and excluding the cost of the IT/data room that Landlord relocates pursuant to the IT Relocation Work) made by Subtenant to the 4th Floor and which are existing as of the Notification Date. Promptly following Subtenant's receipt of the 4th Floor Recapture Notice, Subtenant shall provide Landlord with a statement (accompanied by reasonable back-up documentation therefor) evidencing the unamortized costs detailed in the preceding sentence, which statement shall be subject to Landlord's reasonable right to dispute same.

(b) (i) On or before the 4th Floor Recapture Date, Landlord shall pay to Subtenant an amount, if any, calculated by subtracting the gross revenues actually received by Subtenant from the occupants of the 4th Floor during the entire calendar year 2016 from the Estimated Annual Revenue, and multiplying such difference by 30% (the “**Reimbursement Payment**”). For purposes hereof, the “**Estimated Annual Revenue**” shall mean twelve (12) times the gross revenue actually received by Subtenant from the Permitted Occupancies on the 4th Floor pursuant to their respective license agreements that were due from such Permitted Occupancies for the month of December 2015.

(ii) At least thirty (30) days prior to the 4th Floor Recapture Date, Subtenant shall provide Landlord with reasonable back-up documentation for the Reimbursement Payment calculation and Landlord shall have the right to review evidence and back-up documentation reasonably acceptable to Landlord to substantiate the Reimbursement Payment calculation. Promptly following the 4th Floor Recapture Date, Subtenant shall provide Landlord with a statement (with reasonable back-up documentation) showing the actual gross revenues received by Subtenant from the occupants of the 4th Floor during calendar year 2016 and, subject to Landlord’s right to reasonably dispute same, the parties shall “true-up” the Reimbursement Payment based on such actual statement.

(c) During the period commencing on the day immediately following the 4th Floor Recapture Date and ending November 30, 2020 (the “**Stub Period**”), Landlord shall pay to Subtenant, on a monthly basis, for each month during the Stub Period an amount equal to the greater of (i) fifty percent (50%) of the fixed or reserved rent actually received by Landlord from its tenant leasing the 4th Floor for such month which is in excess of the (A) fixed or reserved rent plus (B) the real estate tax and operating expenses escalations that

would have been due and payable by Subtenant under the Sublease as of the 4th Floor Recapture Date, for each such month during the Stub Period, and (ii) one-twelfth (1/12th) of the product obtained by multiplying the rentable square footage of the 4th Floor (which the parties hereby agree is 24,833 rsf) by \$8.00. The above notwithstanding, during any month occurring during the Stub Period in which the Landlord's tenant on the 4th Floor is entitled to a rent abatement or rent credit for such entire month, Landlord shall pay to Subtenant the amount determined pursuant to clause (ii) above. Landlord shall provide Subtenant with reasonable back-up documentation evidencing its calculation of the payment due under this Section 4.2(c) along with each payment made by Landlord under this Section 4.2(c) and Subtenant shall have the right to reasonably dispute any such calculation.

Any unresolved dispute between Subtenant and Landlord with respect to any of the payments due under clauses (a) through (c) above shall be resolved by way of an expedited arbitration proceeding in New York county brought pursuant to expedited rules E-1 through E-10 of the Commercial Rules of Arbitration and Mediation (as same may be hereinafter amended) of the American Arbitration Association.

Section 4.3. Tenant hereby acknowledges and agrees that notwithstanding anything to the contrary in the Lease and/or Sublease, in no event shall Tenant be entitled to any portion of the rental proceeds Landlord may receive from any sub-subtenant in case of the exercise of Landlord's 4th Floor Recapture Right.

ARTICLE 5

DIRECT LEASE

Section 5.1. If Landlord exercises Landlord's 4th Floor Recapture Right pursuant to Article 4 above, and only in such situation, then subject to and in accordance with the

provisions of this Article 5, and provided that (i) at the time in question, Subtenant is the Named Subtenant or a Permitted Assignee (as such term is defined in Article 66 of the Lease) of the Named Subtenant and (ii) Subtenant is not then in monetary or material non-monetary default under the terms and conditions of the Sublease, after the expiration of any notice and cure period, either at the time of exercise of the Direct Lease Right under this Article 5 or on the expiration of the term of the Lease, then Subtenant shall have the right (the “**Direct Lease Right**”), upon the expiration of the term of the Sublease, to enter into a direct lease (the “**Direct Lease**”) with Landlord for the entire Office Space (excluding the 4th Floor) (the “**Direct Lease Premises**”) for either (x) one (1) five (5) year period (the “**5 Year Right**”) or (y) one (1) ten (10) year period (the “**10 Year Right**”), which shall commence on the day immediately following the expiration of the Sublease (the “**Direct Lease Commencement Date**”) and ending on either (A) the five (5) year anniversary of the Direct Lease Commencement Date, if Tenant elects the 5 Year Right, or (B) the ten (10) year anniversary of the Direct Lease Commencement Date, if Tenant elects (or is deemed to elect) the 10 Year Right (in either such case, the “**Direct Lease Term**”), unless such Direct Lease Term shall sooner end pursuant to any of the terms, covenants or conditions of the Lease (as amended hereby) (except that (i) Subtenant shall provide a security deposit equal to the amount required pursuant to the terms of the Sublease applicable to the Direct Lease Premises and (ii) Article 65 of the Lease shall be deemed deleted).

Section 5.2. Subtenant must give Landlord written notice (a “**Direct Lease Notice**”) of Subtenant’s intention to exercise Subtenant’s Direct Lease Right no later November 29, 2019 (the “**Direct Lease Notice Date**”), as to which date time is of the essence, and upon the giving of such notice, subject to the provisions of Section 5.1 above and the other provisions of this Article, Landlord and Subtenant shall enter into a Direct Lease, subject to the terms and

conditions below, and Landlord and Subtenant shall promptly enter into a Direct Lease in form reasonably satisfactory to said parties. Subtenant shall have no right to extend the term of the Direct Lease beyond the Direct Lease Term for any reason. Such Direct Lease Notice shall indicate if Subtenant is electing the 5 Year Right or 10 Year Right, and failure of Subtenant to so indicate shall be deemed to mean that Subtenant is exercising the 10 Year Right.

Section 5.3. The Direct Lease Term shall be upon all of the terms and conditions set forth in the Lease applicable to the Direct Lease Premises (except (i) as to the reserved or fixed rent and escalations which shall be determined as set forth below, (ii) that Subtenant shall provide a security deposit equal to the amount required pursuant to the terms of the Sublease applicable to the Direct Lease Premises and (iii) Article 65 shall be deemed deleted), except that:

(a) the reserved rent (as such term is utilized in the Lease) shall be as determined pursuant to the provisions of Sections 5.4 and 5.5 below,

(b) the "Base Tax Year" (as defined in the Lease) and the "Base Operating Year" (as defined in the Lease) shall be adjusted to reflect fair market base years for real estate taxes and operating expense escalations, and

(c) Subtenant shall accept the Direct Lease Premises in its "as is" condition at the commencement of the Direct Lease Term, and Landlord shall not be required to perform any work, to pay any amount or to render any services to make the Direct Lease Premises ready for Subtenant's use and occupancy or to provide any abatement of reserved rent or additional rent, in each case with respect to the applicable Direct Lease Term.

Section 5.4. (a) The reserved rent payable by Subtenant for the Direct Lease Premises during the Direct Lease Term shall be an amount equal to one hundred percent

(100%) of the fair market rental value of the Direct Lease Premises based upon the criteria set forth in Section 5.5 below (the "**FMRV**"), determined as of the applicable Direct Lease Notice Date. The FMRV shall be determined as follows:

(i) If Subtenant exercises the Direct Lease Right, then twelve (12) months prior to the Direct Lease Commencement Date, Landlord and Subtenant shall commence negotiations in good faith to attempt to agree upon the FMRV. If Landlord and Subtenant cannot reach agreement by seven (7) months before the Direct Lease Commencement Date, Landlord and Subtenant shall, no later than six (6) months before the Direct Lease Commencement Date, each select a reputable, qualified, independent, licensed real estate broker with at least ten (10) years continuous experience in office leasing in midtown Manhattan, having an office in New York County and familiar with the rentals then being charged in the Building and in other Class A office buildings in midtown Manhattan that are comparable to the Building (such brokers are referred to, respectively, as "**Landlord's Broker**" and "**Subtenant's Broker**") who shall confer promptly after their selection by Landlord and Subtenant and shall exercise good faith efforts to attempt to agree upon the FMRV. If Landlord's Broker and Subtenant's Broker cannot reach agreement by four (4) months prior to the Direct Lease Commencement Date, then, within twenty (20) days thereafter, they shall designate a third reputable, qualified, independent, licensed real estate broker with at least ten (10) years continuous experience in office leasing in midtown Manhattan, having an office in New York County and familiar with the rentals then being charged in the Building and in other Class A office buildings in midtown Manhattan that are comparable to the Building (the "**Independent Broker**"). Upon failure of Landlord's Broker and Subtenant's Broker timely to agree upon the designation of the Independent Broker, then the Independent Broker shall be appointed in

accordance with the rules of the AAA, or the successor thereto, upon ten (10) days notice. Within ten (10) days after such appointment, Landlord's Broker and Subtenant's Broker shall each submit a letter to the Independent Broker, with a copy to Landlord and Subtenant, setting forth such broker's estimate of the FMRV and the rationale used in determining it (respectively, "**Landlord's Broker's Letter**" and "**Subtenant's Broker's Letter**").

(ii) The Independent Broker shall consider such evidence as Landlord and/or Subtenant may submit, conduct such investigations and hearings as he or she may deem appropriate and shall, within sixty (60) days after the date of his or her appointment, choose either the estimate set forth in Landlord's Broker's Letter or the estimate set forth in Subtenant's Broker's Letter to be the FMRV and such choice shall be binding upon Landlord and Subtenant. Landlord and Subtenant shall each pay the fees and expenses of its respective broker. The fees and expenses of the Independent Broker shall be shared equally by Landlord and Subtenant.

(b) If the Direct Lease Term commences prior to a determination of the FMRV for such Direct Lease Term as herein provided, then the amount to be paid by Subtenant on account of reserved rent until such determination has been made shall be the estimate set forth in Subtenant's Broker's Letter. After the FMRV during the Direct Lease Term has been determined as aforesaid, any amounts theretofore paid by Subtenant to Landlord on account of reserved rent in excess of the amount of FMRV as finally determined shall be credited by Landlord against the next ensuing monthly reserved rent payable by Subtenant to Landlord.

(c) Promptly after the FMRV has been determined, Landlord and Subtenant shall execute, acknowledge and deliver an agreement setting forth the reserved rent for

the Direct Lease Term, as finally determined, provided that the failure of the parties to do so shall not affect their respective rights and obligations hereunder.

Section 5.5. For purposes of this Article 5, the determination of “FMRV” shall mean the then fair market rent for the Direct Lease Premises that an unaffiliated third party would be willing to pay to Landlord as of the Direct Lease Notice Date on a renewal basis for a term comparable to the applicable Direct Lease Term, taking into account all then relevant factors, whether favorable to Landlord or Subtenant, including, without limitation, the adjusted Base Operating Year and Base Tax Year and the factors detailed in Section 5.3(c).

ARTICLE 6

BROKERAGE

Section 6.1. Landlord, Tenant and Subtenant each covenant, represent and warrant that Landlord, Tenant and Subtenant have had no dealings or negotiations with any broker or agent (other than Newmark Knight Frank, Jones Lang LaSalle and Grubb & Ellis (collectively, the “Brokers”)) in connection with the consummation of this Agreement. Tenant and Subtenant covenant and agree to defend, hold harmless and indemnify Landlord from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent, including the Brokers, with whom Tenant and/or Subtenant has dealt with respect to this Agreement or the negotiation thereof.

Section 6.2. Landlord and Subtenant covenant and agree to defend, hold harmless and indemnify Tenant from and against any and all cost, expense (including reasonable attorneys' fees and costs) or liability for any compensation, commission or charged by any broker or agent, including the Brokers, with whom Landlord and/or Subtenant has dealt with or

may deal with respect to the Direct Lease and/or the exercise of Landlord's 4th Floor Recapture Right..

Section 6.3. Subtenant represents and warrants that NYC Realty Advisors LLC ("NYC Realty") has not acted as a broker (or in any similar role) with respect to this Agreement or the negotiation thereof, and that no commission, compensation or charges of any kind shall be due from Tenant or Landlord to NYC Realty and Subtenant shall be solely responsible for any compensation or commission claimed by NYC Realty. Subtenant covenants and agrees to defend, hold harmless and indemnify Landlord and Tenant from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by NYC Realty and/or its affiliates in connection with this Agreement or the negotiation thereof.

ARTICLE 7

MISCELLANEOUS

Section 7.1. The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement.

Section 7.2. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Section 7.3. Terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Lease.

Section 7.4. If any provision of this Agreement or its application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement, or the applicability of such provision to other persons or circumstances, shall be valid and

enforceable to the fullest extent permitted by law and shall be deemed to be separate from such invalid or unenforceable provisions and shall continue in full force and effect.

Section 7.5. Except as modified, amended and supplemented by this Agreement, the terms and provisions of the Lease shall continue in full force and effect and are hereby ratified and confirmed.

Section 7.6. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters stated herein and may not be amended or modified unless such amendment or modification shall be in writing and signed by the party against whom enforcement is sought.

Section 7.7. The terms, provisions and conditions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7.8. This Agreement shall be governed in all respects by the laws of the State of New York.

Section 7.9. Notices under the Lease and/or this Agreement shall be sent as provided in Section 15 of the Fifth Amendment to the parties at the addresses set forth in the preamble to this Agreement, provided that (i) notices to Landlord shall be sent to the attention of "Leasing Counsel, (ii) copies of notices to Tenant shall be sent to Mintz & Gold LLP, 470 Park Avenue South, 10th Floor North, New York, New York 10016 Attention: Alan Katz, Esq., and (ii) notices to Subtenant shall be sent to the attention of "Mr. Daniel Entwistle" at the address hereinabove set forth and at the Office Space, and copies of notices to Subtenant shall be sent to Law Offices of William A. Weinberg, 310 West 94th Street, Suite 1A, New York, New York 10025.

Section 7.10. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement, and an executed counterpart delivered by “.pdf”, facsimile or email shall be binding upon the parties.

Section 7.11. Subtenant acknowledges receipt of a copy of the Sixth Amendment and Tenant and Subtenant each agree that all references in the Sublease to the “Lease” shall include the Sixth Amendment, provided that, notwithstanding the foregoing, the Sixth Amendment shall be incorporated into Section 7(a)(i) of the Sublease as a portion of the Lease specifically not incorporated into the Sublease.

[signature page follows]

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

LANDLORD:

1350 LLC

By: 


Name:

Title:

**Steven M. Durels
Executive Vice President,
Director of Leasing and Real Property**

TENANT:

HARPERCOLLINS PUBLISHERS L.L.C.

By: 

Name: THOMAS R. HOPKE

Title: VICE PRESIDENT ADMINISTRATION

SUBTENANT:

UNIVERSAL EXECUTIVE CENTERS, INC.

By: _____

Name:

Title:

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

LANDLORD:

1350 LLC

By: _____

Name:

Title:

TENANT:

HARPERCOLLINS PUBLISHERS L.L.C.


By: _____

Name:

Title:

SUBTENANT:

UNIVERSAL EXECUTIVE CENTERS, INC.

By:  _____

Name: DANIEL J. ENTWISTLE

Title: PRESIDENT

Exhibit A

Sublease

SUBLEASE

between

HARPERCOLLINS PUBLISHERS INC.

("Tenant")

and

UNIVERSAL EXECUTIVE CENTERS, INC.

("Subtenant")

**Entire 2nd, 3rd & 4th Floors
1350 Avenue of the Americas
New York, New York**

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SUBLEASE

This Sublease ("Sublease") made as of the ^{July}10th day of ~~June~~, 2009, between HARPERCOLLINS PUBLISHERS INC. ("Tenant"), a Delaware corporation having a place of business at 10 East 53rd Street, New York, New York 10022 and UNIVERSAL EXECUTIVE CENTERS, INC. ("Subtenant"), a New York corporation having a place of business at 420 Lexington Avenue, Suite 300, New York, New York 10170.

WITNESSETH:

WHEREAS, pursuant to an Agreement of Lease (the "Original Lease"), dated as of August 7, 1990, between 54-55 Street Co. (predecessor-in-interest to 1350 LLC, the "Landlord"), and The Hearst Corporation (predecessor-in-interest to Tenant) as amended by (a) Agreement, dated as of August 21, 1990 (the "First Amendment"); (b) Second Amendment to Lease, dated as of May 15, 1996 (the "Second Amendment"); (c) Third Amendment to Lease, dated as of February 28, 1997 (the "Third Amendment"); (d) Fourth Amendment of Lease, dated as of February 15, 2000 (the "Fourth Amendment"); and (e) Fifth Amendment to Lease, dated as of June 30, 2004 (the "Fifth Amendment"); and collectively, the "Lease"), Tenant leases from Landlord certain space (the "Premises") in the building located at 1350 Avenue of the Americas, New York, New York (the "Building").

WHEREAS, Subtenant desires to sublease from Tenant the space leased by Tenant consisting of the entire 2nd, 3rd and 4th Floors of the Building, as more particularly shown on the floor plan attached hereto and made a part hereof as Exhibit "A" (the "Subpremises"), and Tenant desires to sublease to Subtenant the Subpremises, on the terms and conditions hereafter set forth.

NOW, THEREFORE, Tenant and Subtenant, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby covenant and agree to the foregoing and as follows:

1. Demise and Use.

Subject to Paragraph 18 and the other terms and conditions of this Sublease, Tenant hereby demises and subleases to Subtenant, and Subtenant hereby takes and hires from Tenant, the Subpremises, to be used by Subtenant solely for general and executive offices as provided in Paragraph 2 of the Lease and for no other purposes, subject to and in accordance with all of the terms and conditions of the Lease and this Sublease, it being expressly acknowledged and agreed that Subtenant's use of the Subpremises as general and executive offices shall specifically include the right in connection with Permitted Occupancies (as such term is defined in Paragraph 11(j)) to license shared office space and meeting spaces for use by unrelated third parties and to provide shared office facilities in connection therewith, all as more particularly provided in Paragraph 11(j).

Capitalized terms used in this Sublease shall have the meanings given to such terms in the Lease unless otherwise stated herein. Subtenant acknowledges receipt of a copy of the Lease and represents that it has read the Lease and is fully familiar with all of the provisions thereof.

2. Term.

The term of this Sublease (the "Term") shall commence on the later of (a) August 1, 2009, (b) the date Tenant tenders vacant possession of the Subpremises free and clear of all tenancies and occupancies and furniture (other than furniture to be left in the Subpremises pursuant to Paragraph 5(d)) and otherwise in broom clean condition as required hereunder, or such earlier date on which Subtenant takes occupancy of the Subpremises for the conduct of its normal business operations, in contradistinction to taking measurements and other preparatory or preliminary alteration work and (c) the

date five (5) Business Days after Tenant shall have given Subtenant written notice that the Landlord Consent (as defined in Paragraph 18) has been obtained (it being understood that such notice may be given by Tenant's attorney to Subtenant's attorney via fax or e-mail at the address listed in Paragraph 16) (the "Commencement Date"). Tenant shall endeavor in good faith to give Subtenant advance written notice of the date on which Tenant expects to deliver possession of the Subpremises as required hereunder. The Term shall expire on November 29, 2020 (the "Fixed Expiration Date"), unless the Term is sooner terminated under the provisions of this Sublease (the Fixed Expiration Date or such earlier or later date on which the Term shall end pursuant to provisions of this Sublease or any applicable laws shall be referred to herein as the "Expiration Date"). In the event that the Lease terminates in its entirety (or in part, as applicable) during the Term for any reason, then, subject to Landlord's option to have Subtenant attorn to Landlord pursuant to Paragraph 8 of this Sublease, this Sublease shall be deemed to have been terminated (in whole or in part, as applicable) as of 11:59 p.m. on the date that is one (1) day prior to the date of such termination of the Lease as if such date had been specified in this Sublease as the Expiration Date and, except as specifically provided herein, Tenant shall have no liability to Subtenant of any kind whatsoever with respect to such termination.

3. Fixed Rent and Escalations.

(a) Subtenant shall pay to Tenant fixed rent ("Fixed Rent") as follows:

(i) For the period commencing on the Commencement Date and ending on the last day of the month prior to the month in which the fourth (4th) anniversary of the Commencement Date occurs, One Million Seven Hundred Thousand and 00/100 (\$1,700,000.00) Dollars per annum, payable in equal monthly installments of One Hundred Forty One Thousand Six Hundred Sixty Six and 66/100 (\$141,666.66) Dollars; and

(ii) For the period commencing on the first day of the month in which the fourth (4th) anniversary of the Commencement Date occurs and ending on the last day of the month prior to the month in which the seventh (7th) anniversary of the Commencement Date occurs, One Million Nine Hundred Thousand and 00/100 (\$1,900,000.00) Dollars per annum, payable in equal monthly installments of One Hundred Fifty Eight Thousand Three Hundred Thirty Three and 33/100 (\$158,333.33) Dollars; and

(iii) For the period commencing on the first day of the month in which the seventh (7th) anniversary of the Commencement Date occurs and ending on the Expiration Date, Two Million One Hundred Thousand and 00/100 (\$2,100,000.00) Dollars per annum, payable in equal monthly installments of One Hundred Seventy Five Thousand and 00/100 (\$175,000.00) Dollars.

(b) During the Term, Subtenant shall also pay to Tenant, "Subtenant's Proportionate Share" (100%) of:

(x) the amount by which payments (including, without limitation, estimated payments) on account of Operating Expenses to be paid in each Computation Year throughout the Term by Tenant pursuant to Section 7 of the Fifth Amendment exceed the Operating Expenses payable by Tenant for the calendar year 2010, it being understood that no payments shall be due from Subtenant for Operating Expenses prior to January 1, 2011;

(y) the amount by which payments (including without limitation estimated payments) on account of Taxes to be paid in each Tax Year throughout the Term by Tenant pursuant to Section 41 of the Lease exceed Taxes payable by Tenant for the average of the Tax Year ending June 30, 2010 and the Tax Year ending June 30, 2011, it being understood that no payments shall be due from Subtenant for Taxes prior to January 1, 2011.

Subtenant acknowledges that any Operating Statement or Tax statement that Tenant is obligated to deliver to Subtenant hereunder shall be based on statements provided by Landlord, and that Tenant shall not be required to deliver any such Operating Statement or Tax statement (including, without limitation, a copy of any Tax bill that Tenant is obligated to deliver to Subtenant) until Tenant has received the appropriate statement or bill from Landlord. Any such statement or revised statement, as applicable, delivered by Landlord shall be deemed conclusive and binding, subject to the right to dispute Landlord's Operating Statements set forth in Section 7(g) of the Fifth Amendment, and Subtenant shall be entitled, at Subtenant's sole cost and expense, to so dispute such Operating Statement in Tenant's name within the time periods specified therein so as to preserve any dispute rights thereunder (subject to Subtenant's timely delivery of written notice in connection therewith), and including the right to examine Landlord's books and records or, in the alternative, if Subtenant shall be barred by lack of privity, to require that Tenant so dispute such Operating Statement, in either of which events Subtenant hereby indemnifies and holds Tenant harmless from and against any and all costs, expenses, damages and liabilities arising in connection therewith. Tenant shall credit Subtenant its Subtenant's Proportionate Share of any refunds received by Tenant from Landlord under the Lease on account of any overpayment of additional rent for which Subtenant has paid Tenant under this Sublease (including without limitation any refunds due to certiorari proceedings, or otherwise).

Any Operating Expenses payable by Subtenant under this Sublease shall be paid by Subtenant in the same manner as Tenant's escalation payments due under the Lease, i.e. on a monthly estimated basis with a year end reconciliation. Any Taxes payable by Subtenant under this Sublease shall be paid by Subtenant in the same manner as Tenant's tax payments due under the Lease, within ten (10) days after Tenant renders a bill therefor to Subtenant.

(c) Subtenant shall pay all charges payable to the Landlord pursuant to Section 6 of the Fifth Amendment on account of electricity supplied to the Subpremises during the Term, payable within twenty (20) days after receipt of a bill evidencing Subtenant's consumption and demand, as determined as provided under the Lease.

(d) If Tenant shall be charged with respect to the Subpremises for any other sums or charges pursuant to the provisions of the Lease with respect to services attributable to the Subpremises during the term hereof, including without limitation for overtime or other extra services requested by Subtenant, then Subtenant shall pay such sums and charges to Tenant as Additional Rent under this Sublease within twenty (20) days after Subtenant receives a bill therefor from Tenant.

4. Payment of Fixed Rent and Additional Rent.

(a) All Fixed Rent and Additional Rent and all other payments hereunder whether or not denominated as "rent", shall be deemed to be and shall constitute Rentals (as defined herein) for all purposes hereunder and, in the event of any non-payment thereof, Tenant shall have all of the rights and remedies provided herein, at law or in equity, for non-payment of Rentals, and such obligations shall survive the Expiration Date or earlier termination of this Sublease. "Additional Rent" shall mean all amounts payable by Subtenant to Tenant pursuant to this Sublease other than Fixed Rent, including without limitation payments of Taxes and Operating Expenses. All Fixed Rent and Additional Rent (collectively, "Rentals") payable to Tenant shall be paid in lawful money of the United States which shall be legal tender for payment of all debts, in advance on or before the first (1st) day of each calendar month of the Term, either (a) by a check drawn on a bank which is a member of the New York Clearing House Association, or a successor thereto, delivered to Tenant's address as set forth in Paragraph 16 or such other address as Tenant may designate at any time and from time to time, or (b) by wire transfer of

immediately available federal funds to an account designated by Tenant, as and when the same becomes due and payable, without demand therefor unless otherwise provided herein, and without any deduction, set-off, abatement, counterclaim or defense whatsoever, except as specifically provided in this Sublease. Subtenant's covenants to pay Rentals constitute independent covenants under this Sublease.

(b) In addition to the Security Deposit specified in Paragraph 24 hereof, Subtenant shall pay upon the execution of this Sublease an amount equal to One Million Seven Hundred Thousand and 00/100 (\$1,700,000.00) Dollars to be applied against the first monthly installments of Fixed Rent coming due hereunder (the "Prepaid Rent"). The Prepaid Rent shall be held in escrow by Tenant's attorneys Mintz & Gold LLP pursuant to the terms and conditions of the Escrow Agreement annexed hereto as Exhibit "B" and made a part hereof until such time as the Landlord Consent is executed and delivered by Landlord, at which time the Prepaid Rent shall be automatically and without any further act by either party released to Tenant. Landlord's Consent shall specifically acknowledge the payment to Tenant of the Prepaid Rent. Fixed Rent and Additional Rent (including Prepaid Rent) for partial months shall be pro-rated based on the actual number of days in such month. Any provision in the Lease referring to rent, fixed rent or additional rent incorporated herein by reference shall be deemed to refer to the Rentals, Fixed Rent and/or Additional Rent due under this Sublease.

(c) Provided Subtenant is not then in monetary or material non-monetary default hereunder beyond applicable notice and grace periods, Subtenant shall be entitled to the following rent abatements: (i) from and after the first day of the calendar month immediately following the date the Prepaid Rent shall have been fully credited against the first installments of Fixed Rent coming due hereunder, monthly Fixed Rent shall be abated by one hundred percent (100%) for the next succeeding twelve (12) month period (the "First Rent Abatement Period") and (ii) from and after the day immediately succeeding the last day of the First Rent Abatement Period, monthly Fixed Rent shall be abated by fifty (50%) percent for the next succeeding twelve (12) month period (the "Second Rent Abatement Period").

5. Possession and Condition of Subpremises.

(a) Subtenant agrees that (i) Tenant shall deliver and Subtenant shall accept possession of the Subpremises as of the Commencement Date in its "as is, where-is" condition and state of repair as of such date, vacant, broom clean and free of tenancies (other than furniture to be left in the Subpremises pursuant to Paragraph 5(d)), (ii) Subtenant is fully familiar with the condition of the Subpremises and (iii) Tenant shall not be not required to perform any repairs, installations or other work with respect to the Subpremises, or give Subtenant any work allowance whatsoever. Except as otherwise specifically provided herein, the taking of possession of the Subpremises by Subtenant shall be conclusive evidence of delivery in compliance with the provisions hereof. Tenant shall not be subject to any liability for failure to deliver possession of the Subpremises and the validity of this Sublease shall not be impaired under such circumstances, nor shall the same be construed to extend the Term, provided that Rentals shall be abated until such possession is delivered to Subtenant. Notwithstanding anything herein to the contrary, if the Commencement Date fails to occur on or before October 1, 2009, subject to extension for Unavoidable Delays after Landlord's Consent has been obtained not to exceed thirty (30) days in the aggregate (the "Target Commencement Date"), provided that no default (after the expiration of applicable notice and grace periods) shall have occurred and be continuing, as Subtenant's sole and exclusive remedy and liquidated damages with respect to such Commencement Date not occurring as provided above, Subtenant shall be entitled to a credit against the Fixed Rent due and payable pursuant to Paragraph 3 equal to (x) one and one-half (1½) days of Fixed Rent for each day of delay in the first ninety (90) days following the Target Commencement Date, and (y) two (2) days of Fixed Rent for each day of delay from and after ninety one (91) days following the Target Commencement Date until the Commencement Date shall occur. "Unavoidable Delays" shall mean strikes, labor troubles, accidents, governmental preemption in connection with a national emergency,

requirements of law, war, acts of terrorism, other emergency, fire or other casualty, condemnation, adjustment of insurance claims, acts of God, or any other similar cause beyond Tenant's reasonable control. Notwithstanding any other provision herein, upon the achievement of all of the elements necessary for the Commencement Date to have occurred as provided under Paragraph 2 other than the expiration of the five (5) Business Day notice period set forth in Paragraph 2(c), then, solely for the purposes of calculating the credit against the Fixed Rent under this Paragraph 5(a), the Commencement Date shall be deemed to have occurred.

(b) Notwithstanding the foregoing, if for any reason the Commencement Date does not occur on or before November 1, 2009, Subtenant shall have the right, upon delivery of written notice to Tenant, to terminate this Sublease at any time thereafter prior to the occurrence of the Commencement Date (provided that if within five (5) days following the delivery of such termination notice the Commencement Date shall occur and Tenant shall give written notice thereof to Subtenant, such termination notice shall be of no further force or effect). In the event that as of December 1, 2009, the Landlord's Consent has not been obtained, Tenant shall have the right, upon delivery of written notice to Subtenant, to terminate this Sublease at any time thereafter prior to the receipt of Landlord's Consent (provided that if within five (5) days following the delivery of such termination notice the Landlord's Consent shall be received, such termination notice shall be of no further force or effect). In the event that the Commencement Date has not occurred on or before March 1, 2010, then, unless otherwise agreed in writing by Tenant and Subtenant, this Sublease shall automatically terminate and be of no further force and effect. Upon such termination by either party, all liability between the parties hereto shall be extinguished, except for obligations expressly provided herein to survive the termination of this Sublease and except that Tenant shall return to Subtenant the Prepaid Rent and the security deposit.

(c) The provisions of this Paragraph 5 are intended to constitute "an express provision to the contrary" under the meaning of Section 223-a of the New York Real Property Law or any successor law or ordinance.

(d) By notice given no later than August 1, 2009, time being of the essence, Subtenant may request that specific furniture and fixtures remain in the Subpremises for Subtenant's use. Except for any requested items that Tenant shall identify as no longer available by notice to Subtenant, such items shall remain in the Subpremises on the Commencement Date. Any such furniture and fixtures to be left in the Subpremises shall be delivered in "AS-IS, WHERE-IS" condition. Subtenant acknowledges that, except as expressly provided in this Sublease, Tenant makes no representations to Subtenant with respect to the aforementioned furniture and fixtures (title to which shall remain vested in Tenant), or its suitability for the use to which Subtenant intends to put them. Such furniture and fixtures shall be removed from the Subpremises by Subtenant at or before the end of the Term.

6. Representations.

(a) Subtenant acknowledges that neither Tenant nor any partner, officer, director, employee, representative, contractor or agent of Tenant (collectively, "Tenant's Related Parties") nor any real estate broker or attorney employed by Tenant has made, nor has Subtenant relied on, any representations, warranties, statements or agreements (express or implied) whatsoever with respect to the Lease or all or any part of the Building or the Subpremises other than those expressly set forth in this Sublease. Subtenant acknowledges that no rights, options, easements or licenses are being acquired by Subtenant by implication or otherwise except as expressly set forth in this Sublease.

(b) Tenant represents and warrants to Subtenant that the following are true and correct as of the date hereof: (i) a true and correct copy of the Lease has been provided to Subtenant, (ii) Tenant has received no written notice from Landlord of default by Tenant under the Lease which remains uncured, (iii) to the best knowledge of Tenant, neither Landlord nor Tenant is in default in the performance and/or observance of any material covenant, agreement or condition of the Lease on either

Landlord's or Tenant's part to be performed or observed, (iv) Tenant has received no written notice of any violation whether of record or not, issued against the Subpremises and (v) Tenant has received no written notice that the Subpremises are not in compliance with applicable requirements of law pertaining to asbestos and other Hazardous Materials .

7. Incorporation of Terms; Performance of the Lease.

(a) All of the terms, covenants and conditions of the Lease are hereby incorporated in this Sublease by reference and made a part hereof as if herein set forth at length for the purposes of setting forth Tenant's obligations under the Sublease (it being understood and agreed that except as otherwise specifically provided herein obligations and representations by Landlord under the Lease shall be performed and/or made by Landlord) and shall constitute the terms of this Sublease (as if Subtenant was Tenant under the Lease, and as if the word "Lease" were "Sublease" and the words "demised premises" and "Demised Premises" were "Subpremises") except for the following, which are expressly not incorporated into this Sublease (i) the following portions of the Lease: the preamble, Sections 1, 14, 17, 28, 34, 45, 46, 52, 53, 54, 55, 56, 57, 58, 59, 61, 69, 76, 77, 78, 79, 80, 81 and 82; Exhibit C, Exhibit D, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, Sections 2, 3, 4, 5, 7, 8, 9, 10(b), (c) and (d), 12, 13, 14, 15, 16 and 18 of the Fifth Amendment and (ii) such other terms of the Lease which are inapplicable, inconsistent with, or specifically modified by, the terms of this Sublease.

(b) The parties agree that unless otherwise expressly modified in this Sublease, the time limits set forth in the Lease for the giving of Notices, making of demands, payment of any sum, the performance of any act, condition or covenant, or the exercise of any right, remedy or option, are modified for the purpose of this Sublease by shortening (in the case of a time limit applicable to Tenant thereunder) or lengthening (in the case of a time limit applicable to Landlord thereunder) the same in each instance by five (5) Business Days (as defined herein), except that time periods of five (5) Business Days or less as set forth in the Lease shall be two (2) Business Days, so that Notices may be given, demands made, any act, condition or covenant performed and any right or remedy hereunder exercised, by Tenant or Subtenant, as the case may be, within the time limits relating thereto contained in the Lease. "Business Day" shall mean any day other than Saturday, Sunday or a Federal or State of New York holiday.

(c) Subtenant covenants that during the Term Subtenant shall perform and observe with respect to the Subpremises all of the terms, covenants, conditions and agreements of the Lease on Tenant's part to be performed (other than as modified by this Sublease) and shall not do, or permit or suffer to be done, any act or omission by Subtenant, its agents, employees, officers, directors, occupants, contractors, sub-sublessees, licensees or representatives (collectively "Subtenant's Related Parties") which (i) is prohibited by the Lease, (ii) would in any way contravene or violate any term or condition of the Lease or any other instrument to which this Sublease is subordinate, (iii) would constitute or give rise to a default under the Lease or a default under any other instrument to which this Sublease is subordinate or (iv) would result in any additional cost or other liability to Tenant. In the event of any inconsistency between this Sublease and the Lease, such inconsistency shall be resolved in favor of the provisions of this Sublease. Subtenant agrees to perform and adhere to all of the terms and conditions of the Lease which it has assumed by the incorporation thereof in this Sublease, except as specifically modified herein.

(d) Each party shall promptly give to the other a copy of any notice it receives from Landlord alleging the existence of a breach of or default under the Lease.

(e) Tenant shall have the same rights and remedies with respect to a breach of this Sublease by Subtenant as Landlord has with respect to a breach of the Lease, as if the same were more fully set forth at length herein, and Tenant shall have, with respect to Subtenant, this Sublease and the

Subpremises, all of the rights, powers, privileges and immunities as are had by Landlord under the Lease, provided that in lieu of Section 17 of the Lease, the following shall apply. (1) if Subtenant defaults in fulfilling any of the covenants of this Sublease other than the covenants for the payment of Fixed Rent and Additional Rent; or if any execution or attachment shall be issued against Subtenant or any of Subtenant's property, whereupon the Subpremises shall be taken or occupied by someone other than Subtenant; or if this Sublease be rejected under section 365 of Title 11 of the U.S. Code (Bankruptcy Code); then in any one or more of such events, upon Tenant serving a written seven (7) days notice upon Subtenant (which notice may be by fax or e-mail) specifying the nature of said default, and upon the expiration of said seven (7) days, if Subtenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said seven (7) day period, and if Subtenant shall not have diligently commenced curing such default within such seven (7) day period and shall not thereafter with reasonable diligence and in good faith remedy or cure such default within an additional thirty (30) day period, then Tenant may serve a written five (5) days notice of cancellation of this Sublease (which notice may be by fax or e-mail) upon Subtenant, and upon the expiration of said five (5) days this Sublease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this Sublease and the term thereof, and Subtenant shall then quit and surrender the Subpremises to Tenant, but Subtenant shall remain liable as hereinafter provided. (2) If the notice provided in (1) above shall have been given, and the term shall expire as aforesaid; or if Subtenant shall make default in the payment of the Fixed Rent reserved herein, or any item of Additional Rent herein mentioned, or any part of either, or in making any other payment herein required (with respect to any such other payment herein required, within three (3) days after written notice of such other payment); then, and in any of such events, Tenant may without notice, re-enter the Subpremises either by legal force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the Subpremises, and remove their effects and hold the Subpremises as if this Sublease had not been made, and Subtenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Subtenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this Sublease, Tenant may cancel and terminate such renewal or extension agreement by written notice.

(f) Notwithstanding anything herein to the contrary, Tenant shall not be responsible for any breach of the Lease by Landlord or any non-performance or non-compliance with any provision thereof by Landlord or any breach of this paragraph caused by Landlord, except to the extent such breach, non-performance or non-compliance is due to an default by Tenant under the Lease (after the expiration of applicable notice and grace periods) not attributable to Subtenant's actions or failure to act in accordance with this Sublease.

(g) Except as otherwise provided herein, any rights or privileges under the Lease that require Landlord's consent shall also require Tenant's consent.

(h) Except in the event of a casualty or condemnation, Tenant will not voluntarily cancel or surrender the Lease, and will not enter into (nor will Subtenant be bound by) any amendment or modification of the Lease to the extent that it shortens the term, or would materially increase the obligations or materially decrease the rights of Subtenant under this Sublease or otherwise materially adversely affect Subtenant's rights and obligations under this Sublease, without the prior written consent of Subtenant in each instance. Subject to Subtenant's performance of its corresponding obligations under this Sublease, including without limitation the provisions of the Lease incorporated herein by reference, Tenant agrees to perform all the obligations of Tenant under the Lease including without limitation payment of all reserved rent and additional rent so as to avoid a default and termination of the Lease. Except to the extent expressly provided in this Sublease and in the Lease as incorporated herein by

reference (including without limitation in Section 21(c) with respect to consequential or indirect damages), nothing contained herein shall be deemed a waiver or limitation of Subtenant's right of recovery at law or in equity for Tenant's default hereunder.

8. Subordination/Attornment.

(a) Subtenant acknowledges that this Sublease, the term hereof and all rights, estate, title and interest of Subtenant hereunder are and shall remain subject and subordinate in all respects to all of the terms and conditions of the Lease (and any amendments or modifications thereto) and to all matters to which the Lease is and shall be subject and subordinate (including, without limitation, the superior leases and mortgages referred to in the Lease). Such subordination shall be self-operative and no further instrument of subordination shall be required, but Subtenant shall promptly execute any certificate confirming such subordination that Tenant reasonably may request.

(b) In the event of any termination, re-entry or dispossession by Landlord under the Lease, Landlord may, at its option, either terminate this Sublease or take over all of the right, title and interest of Tenant under this Sublease and Subtenant shall, at Landlord's option, attorn to Landlord and, during the Term, perform all of the terms, covenants and conditions of this Sublease on the part of Subtenant to be performed. In the event of any such attornment, Landlord shall not be (a) liable for any previous act, omission or negligence of any prior sublessor (including without limitation Tenant), (b) subject to any counterclaims, defenses or offsets which Subtenant may have against any prior sublessor (including without limitation Tenant), (c) bound by any modification or amendment of this Sublease or by any prepayment of more than one month's Fixed Rent and Additional Rent (other than the Prepaid Rent), unless such modification or prepayment shall have been approved in writing by Landlord or (d) obligated to perform any repairs or other work in the Subpremises beyond Landlord's obligations under the Lease. The foregoing attornment shall be self-operative, without the necessity of the execution of any further instruments, but Subtenant agrees, upon the demand of Landlord, to execute, acknowledge and deliver any instrument or instruments confirming such attornment.

(c) Notwithstanding the foregoing provisions of this Paragraph 8, provided Subtenant shall not be in material or monetary default under this Sublease after the expiration of applicable notice and grace periods, Tenant shall use commercially reasonable efforts to obtain a recognition agreement from Landlord with respect to this Sublease as contemplated under Section 18 of the Fifth Amendment so that in the event of a termination of the Lease, Landlord will recognize Subtenant as a direct tenant subject and pursuant to the terms and conditions set forth in such recognition agreement entered into by Landlord.

9. Surrender and Restoration of the Subpremises.

Upon the Expiration Date or earlier termination of the Term, Subtenant shall quit and surrender the Subpremises to Tenant, vacant, broom-clean, in good order and condition, ordinary wear and tear, and damage by casualty and condemnation for which Subtenant is not responsible under the terms of this Sublease excepted. On or prior to the Expiration Date, and at Subtenant's sole cost and expense, Subtenant shall (a) remove all of its moveable furniture, fixtures, equipment and other personal property therefrom (including, without limitation, the furniture and fixtures provided to Subtenant pursuant to Paragraph 5(c)) and repair any damage to the Subpremises caused by such removal and (b) to the extent required by Landlord under the applicable provisions of the Lease (including, without limitation, Article 49 of the Lease as amended pursuant to Paragraph 11(d) of the Fifth Amendment), remove any installations, alterations, improvements, additions or other physical changes to the Subpremises made by or on behalf of Subtenant or anyone claiming by under or through Subtenant (but specifically excluding any installations, alterations, improvements, additions or other physical changes to the Subpremises made by or on behalf of Tenant or its predecessors-in-interest) and perform such restoration as is necessary in connection with such removal in accordance with the applicable terms of the Lease. If

Subtenant fails to remove such items at the end of the Term or to perform such restoration work, then Tenant, at Subtenant's sole cost and expense, may perform such work. Tenant's right to perform such work shall be in addition to any other rights and remedies available to Tenant under this Sublease or at law or in equity. If the Expiration Date, or earlier termination of the Term, falls on a Saturday or Sunday, this Sublease shall expire at noon on the Business Day immediately preceding such day. Subtenant's obligations hereunder shall survive the Expiration Date or earlier termination of this Sublease.

10. Casualty and Condemnation.

(a) If the Lease is terminated pursuant to its terms or by a party thereto pursuant to its rights under Sections 9 or 10 of the Lease as a result of fire or other casualty ("Casualty") or the condemnation or taking of all or a part of the Building for public or quasi-public use or purposes ("Condemnation"), or if this Sublease is terminated by Subtenant's exercise of its rights of termination under Section 9 or 10 as incorporated herein by reference, this Sublease shall terminate upon the date of such termination as if said date were the date fixed herein as the Expiration Date, and Fixed Rent and Additional Rent shall be adjusted as of said date and neither party shall have any further obligations hereunder, except for any further adjustment of Additional Rent pursuant to the terms hereof and claims that accrued prior to the date of termination. It is hereby expressly acknowledged and agreed that in no event shall the incorporation by reference into this Sublease of Sections 9 and 10 of the Lease confer on Tenant any restoration obligations in the event of fire or other casualty.

(b) If the Lease is not terminated in the event of Casualty or Condemnation, this Sublease shall continue in full force and effect and Subtenant shall continue to be liable for the payment of the Rentals, except that Subtenant shall receive an abatement of Rentals due hereunder in the same manner as set forth in Sections 9 and 10 of the Lease, but only to the extent and for the period the fixed rent, escalation rent and other sums payable by Tenant under the Lease are so abated with respect to all or part of the Subpremises.

(c) Tenant shall not be liable for any inconvenience or annoyance to Subtenant or injury to the business of Subtenant resulting in any way from damages arising from Casualty or the repair thereof or from Condemnation or the repair or renovation necessitated thereby. Subtenant acknowledges that Tenant will not carry insurance of any kind on Subtenant's goods, furniture or furnishings or on any fixtures, equipment, improvements, installations or appurtenances in the Subpremises and that Tenant shall not be obligated to repair any damage thereto or replace same, or pay the cost thereof.

(d) In the event of a taking by Condemnation (or deed in lieu thereof), Subtenant shall have no claim to any share of the award, except to file a claim for its fixtures and moving expenses, but only to the extent Tenant would be permitted to do so under the Lease.

(e) Subtenant hereby waives the provisions of Section 227 of the New York Real Property Law, which are superseded by the provisions of this Paragraph 10.

11. Assignment and Subletting.

(a) Except as expressly provided in this Paragraph 11, including without limitation as to Permitted Occupancies, as to which the consent, recapture or profit sharing requirements of this Paragraph 11 do not apply as more particularly provided in Paragraph 11(j), Subtenant shall not, whether voluntarily, involuntarily or by operation of law or otherwise (i) assign or otherwise transfer this Lease or any interest or estate herein, (ii) sublease or sub-sublease (any such sublettings hereunder being referred to herein alternatively as both a sublease or a sub-sublease) the Subpremises or any part thereof or allow the Subpremises or any part thereof to be used or occupied by others in violation of Section 66 or the other applicable provisions of the Lease or in violation of any of the superior leases or mortgages to which the Lease is subordinate or (iii) mortgage, pledge, encumber or otherwise hypothecate this Lease or the Subpremises or any part thereof in any manner, except in each instance, upon the prior written

consent of both Landlord (including, without limitation, any consent of any mortgagee or other third party required under the Lease), which consent may be withheld in the manner set forth in the Lease, and Tenant, which consent, subject to Tenant's rights under Section 11(f), shall not be unreasonably withheld, conditioned or delayed by Tenant as to subleases in full floor increments or assignments of this Sublease, and which consent shall be granted or reasonably denied by Tenant within twenty (20) Business Days after submission of all information regarding such subtenant or assignee. Notwithstanding any other provision herein, Tenant's consent to subleases of less than one (1) full floor (but excluding Permitted Occupancies to the extent provided herein) may be given or withheld in Tenant's sole discretion, for any reason or no reason whatsoever.

(b) Subtenant shall remain primarily and directly liable for the complete performance of, and compliance with, all of the Sublease Obligations (as defined in this Paragraph 11(a)) to be complied with and performed by Subtenant, notwithstanding any such assignment, sub-subletting, use or occupancy. An assignment of this Sublease, including without limitation any assignment which does not require the consent of Tenant hereunder, shall not be effective unless and until the assignee shall execute and deliver to Tenant an agreement in form reasonably satisfactory to Tenant whereby the assignee shall assume all of the terms and conditions of this Sublease (collectively, the "Sublease Obligations") to be performed and complied with by Subtenant and, notwithstanding such assignment, the provisions of this Paragraph 11 shall continue to be binding in respect of all future assignments, sub-subleases or occupancy agreements. No sub-sublease or occupancy agreement, including, without limitation, any sub-sublease or occupancy agreement which does not require the consent of Tenant hereunder, shall be effective unless and until Subtenant and the proposed sub-subtenant or occupant shall execute and deliver to Tenant a duplicate original of a sub-sublease or occupancy agreement in form reasonably acceptable to Tenant. Each sub-sublease or occupancy agreement shall expressly state that it is subject and subordinate to all of the provisions of this Sublease and the Lease, including without limitation, the provisions of this Paragraph 11 in respect of any future assignment of such sub-sublease or occupancy agreement or any further sub-subletting of all or any portion of the Subpremises.

(c) Subtenant shall reimburse Tenant for all actual and reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred in reviewing any request by Subtenant or any permitted sub-subtenant or assignee for consent to a sub-sublease, assignment or occupancy agreement within ten (10) days after the giving of Notice of same, including without limitation payments, if any, required to be paid to Landlord.

(d) Any sale or other transfer, directly or indirectly, in one or more transactions, of fifty (50%) percent or more of the equity of Subtenant or any permitted sub-subtenant or assignee shall be deemed an assignment and except as provided in subparagraph (i) hereof, shall be subject to the requirement that the prior written consent of Tenant and Landlord be obtained.

(e) If Subtenant shall propose to assign this Sublease or to sublet all or any portion of the Subpremises comprising at least all or substantially all of one (1) full floor (other than an assignment or subletting for which Tenant's consent is not required hereunder), then Subtenant, by Notice to Tenant (a "Transfer Statement"), shall request Tenant's consent to such proposed assignment or subletting (the "Proposed Transaction"), which Transfer Statement shall be accompanied by (i) a summary of the economic terms and conditions of the Proposed Transaction, including, without limitation, the rent payable and the proposed commencement date of the assignment or sub-sublease (but not an executed assignment or sub-sublease, which shall not be required), (ii) a statement setting forth in reasonable detail the identity of the proposed assignee or sub-subtenant, its address and the nature of its business, (iii) current financial information with respect to the proposed assignee or sub-subtenant, including without limitation, its most recent financial statement, (iv) the rentable square footage of the space being sub-sublet and (v) such other additional information as may be reasonably required by Tenant and/or Landlord. Tenant shall either (x) grant or deny its consent to the Proposed Transaction or (y) elect to

exercise any of its options pursuant to Paragraph 11(f), within thirty (30) days after the date that Tenant has received such Transfer Statement (including all of the information required to be furnished by Subtenant with such request). If Tenant consents, Subtenant shall be permitted to enter into the Proposed Transaction at any time within four (4) months thereafter with the assignee or sub-sublessee named in the Transfer Statement, upon substantially the same economic terms as those contained in the Transfer Statement (provided that Landlord also consents thereto as provided herein), provided that the other requirements of this Paragraph 11 are met. If Subtenant does not consummate the Proposed Transaction in accordance with the conditions of the immediately preceding sentence, then Subtenant shall be required to again submit another Transfer Statement and comply with this Paragraph 11(e) with respect to any proposed assignment or sub-subletting. It is hereby expressly acknowledged and agreed that Permitted Occupancies are by definition licenses and not sub-subleases and no Transfer Statement shall be required in connection therewith.

(f) (i) Notwithstanding anything herein to the contrary, Subtenant's delivery of a Transfer Statement with respect to an assignment of the Sublease or a sub-subletting shall be deemed an offer from Subtenant to Tenant whereby Tenant (or Tenant's designee) may, at its option, (x) sublease such space from Subtenant upon the terms and conditions set forth in the Transfer Statement except as otherwise hereinafter set forth (if the Proposed Transaction is a sub-sublease of all or part of the Subpremises comprising at least all or substantially all of one (1) full floor), (y) have this Sublease assigned to it or terminate this Sublease (if the Proposed Transaction is an assignment or a sub-sublease of all or substantially all of the Premises for all or substantially all of balance of the Term) or (z) terminate this Sublease with respect to the space covered by the proposed sublease (if the Proposed Transaction is a sublease of part of the Subpremises comprising at least all or substantially all of one (1) full floor for all or substantially all of the balance of the Term). Said options may be exercised by Tenant by written notice to Subtenant (the "Election Notice") at any time within the thirty (30) day period after Tenant receives the Transfer Statement (including all documentation and information required hereunder to be delivered with such Transfer Statement).

(ii) If Tenant exercises its option to sublet the entire Subpremises, or the portion(s) of the Subpremises which Subtenant desires to sub-sublet comprising at least all or substantially all of one (1) full floor, as the case may be, then Subtenant shall enter into such sublease with Tenant or its designee and such subletting shall be at the lesser of (I) the rent and additional rent set forth in the Transfer Statement and (II) the rent and estimated additional rent per rentable square foot payable pursuant to this Sublease, and otherwise be upon the same terms and conditions (unless inapplicable) that are contained in the Transfer Statement, and in form and substance reasonably satisfactory to Tenant. Notwithstanding the foregoing, such sublease shall give Tenant or its designee the unrestricted right, without Subtenant's permission, but subject to any applicable provisions of the Lease, (A) to assign such sublease and/or further sublet the space (or any portion thereof) covered by the sublease and (B) to make changes, alterations and improvements in such space (without any obligation of Subtenant to remove such changes, alterations or improvements upon the expiration or earlier termination of such sublease). Such sublease shall also provide that (a) the parties to such sublease shall expressly negate any intention that any estate created under such sublease be merged with any other estate held by either of said parties, (b) any assignment or subletting by Tenant or its designee (as the subtenant) may be for any purpose or purposes that Tenant shall deem suitable or appropriate, provided that such purpose is permitted by the certificate of occupancy for the Building and will not unreasonably interfere with the use of the remaining portion of the Subpremises, (c) Subtenant, at Tenant's expense, shall and will at all times provide and permit reasonably appropriate means of ingress to and egress from such space so sublet by Subtenant to Tenant or its designee and (d) Tenant, at Tenant's expense, may make such alterations deemed necessary by Tenant to physically separate the subleased space from the balance of the Subpremises. In addition, Subtenant shall not be liable for breaches of the terms and conditions of this Sublease or the Lease, and the same shall not constitute a default hereunder, to the

extent caused by the actions or failures to act of Tenant or its designees under such sublease. Such sublease shall commence on the date which is the later of (x) the proposed commencement date of the Proposed Transaction or (y) forty-five (45) days from the date of the Election Notice.

(iii) If Tenant exercises its option to sublet the space (or any portion thereof) covered by the sublease, (a) Tenant shall indemnify and save Subtenant harmless from all obligations under this Sublease as to such space accruing during the term of such sublet and for any act or omission to act on the part of Tenant and/or its designee during the term of such sublet, (b) performance by Tenant, or its designee, under a sublease of such space shall be deemed performance by Subtenant of the corresponding obligation under this Sublease and (c) any default under any such sublease shall not give rise to a default under the corresponding obligation contained in this Sublease, nor shall Subtenant be liable for such default.

(iv) If Tenant exercises its option to terminate this Sublease in its entirety pursuant to this Paragraph 11(f), this Sublease shall end and expire on the date which is the later of (x) the proposed commencement date of the Proposed Transaction or (y) forty-five (45) days from the date of the Election Notice. As of such termination date, the Fixed Rent and Additional Rent shall be prorated and Subtenant shall deliver vacant possession of the Subpremises to Tenant in the condition required by this Sublease. If, with respect to a portion of the Subpremises, Tenant exercises its option to partially terminate this Sublease, then (I) this Sublease shall end and expire with respect to such part of the Subpremises on the date which is the later of (A) the proposed commencement date of the Proposed Transaction or (B) forty-five (45) days from the date of the Election Notice; (II) from and after such date, the Fixed Rent and Additional Rent shall be adjusted, based upon the proportion that the rentable area of the Subpremises remaining bears to the total rentable area of the Subpremises; (III) Subtenant shall deliver vacant possession of such part of the Subpremises to Tenant in the condition required by this Sublease on such date; (IV) Subtenant, at Tenant's expense, shall and will at all times provide and permit reasonably appropriate means of ingress and egress from such space so terminated for Tenant or any future occupant; and (V) Tenant, at Tenant's expense, may make alterations deemed necessary by Tenant to physically separate such part of the Subpremises from the balance of the Subpremises.

(v) If Tenant exercises its option to have this Sublease assigned to Tenant (or its designee), Subtenant shall assign this Sublease to Tenant (or its designee) by an assignment in form and substance reasonably satisfactory to Tenant, and Subtenant shall be released from all obligations to pay Rentals from and after the effective date of the assignment. Such assignment shall be effective on the date which is the later of (x) the proposed commencement date of the Proposed Transaction or (y) forty-five (45) days from the date of the Election Notice. As of such effective date, the Fixed Rent and Additional Rent shall be pro rated and Subtenant shall deliver vacant possession of the Subpremises to Tenant (or its designee) in the condition required by this Sublease.

(g) If (i) this Sublease is assigned or (ii) the Subpremises or any part thereof is sub-let or occupied by any person or entity other than Subtenant, Tenant may collect rent from such assignee, sub-subtenant or occupant and apply the net amount collected to Rentals payable by Subtenant hereunder, but no such assignment, sub-subletting, occupancy or collection shall be deemed a waiver of the covenants provided for in Paragraph 11(a) above or the acceptance of the assignee, sub-subtenant or occupant as subtenant, sub-subtenant or occupant or a release of Subtenant from the further performance by Subtenant of the Sublease Obligations.

(h) If Tenant shall give its consent to any assignment of this Sublease or to any sub-sublease, Subtenant shall pay to Tenant (x) any sums payable by Tenant to Landlord in connection with such transaction under the Lease, plus fifty (50%) percent of (y) in the case of an assignment, any consideration Subtenant receives for the assignment less bona-fide costs for the work (as such consideration and costs are calculated in Section 66(e) of the Lease, as amended pursuant to Paragraph 11(i) of the Fifth Amendment), or (z) in the case of a sub-sublease, any excess rentals actually paid under

the Sublease over the rentals paid under this Sublease on a monthly pro-rated basis, less bona fide costs of the work (as such sums are calculated in Section 66(e) of the Lease, as amended pursuant to Paragraph 11(i) of the Fifth Amendment). The sums payable pursuant to the immediately preceding sentence shall be paid to Tenant as Additional Rent, either, in the case of sums payable under clause (x), when same are due to Landlord, or, in the case of sums payable under clauses (y) or (z), as and when the assignee or sub-subtenant pays the consideration and/or rent to Subtenant.

(i) Notwithstanding any other provision contained herein, Subtenant shall have the right, without being subject to the consent, recapture or profit sharing requirements of this Paragraph 11, but subject to all of the other applicable terms and conditions of the Lease and this Sublease and the prior written consent of Landlord to the extent required under the Lease, to assign its entire interest in this Sublease and the subleasehold estate hereby created to a "Permitted Assignee" (as such term is defined in the Lease) as provided under Sections 66(a) and (b) of the Lease, provided that (i) Subtenant may, without the consent of Tenant, but subject to the prior written consent of Landlord to the extent required under the Lease, also sublet all or part of the Subpremises to any such Permitted Assignee which is a business organization affiliated with Subtenant and (ii) any such Permitted Assignee with or into which Subtenant may merge or consolidate, or which acquires all or substantially all of Tenant's assets or the shares of stock or other ownership interests in Subtenant, provided that such Permitted Assignee shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of process in and to the jurisdiction of the courts of New York State and shall have a net worth after giving effect to such assignment which is at least equal to Subtenant's net worth on the day prior to the date of such assignment.

(j) Notwithstanding any other provision contained herein, Subtenant shall have the right, without being subject to the consent, recapture or profit sharing requirements of this Paragraph 11, but subject to all of the other applicable terms and conditions of the Lease and this Sublease, to use the Subpremises to provide shared office space, conference facilities and administrative services to unrelated third parties on a long or short term basis (each a "Permitted Occupancy", and collectively the "Permitted Occupancies"), and in connection therewith, subject to compliance with the provisions of this Sublease and the Lease and requirements of law applicable to alterations and installations, including without limitation Paragraph 23 hereof, divide the Subpremises into one office space or individual office spaces for use by one or more persons or entities in whole or in part, including workstations, small corporate suites, conference rooms, reception areas and other common space on a long or short term basis, provided that each such Permitted Occupancy shall be subject to the following terms and conditions: (i) each such Permitted Occupancy shall be granted pursuant to a license agreement which shall expressly provide that it does not grant a tenancy or other real property interest, but a revocable license that shall cease and expire automatically upon the expiration or termination of this Sublease and which license agreement shall otherwise be substantially in the form delivered by Subtenant to Tenant's counsel on June 5, 2009 (as such form may be amended by Subtenant from time to time in the ordinary course of its business, without Tenant's consent, but with notice to Tenant, provided that any such amendments shall not contravene the provisions of this subsection (j)); (ii) no demising walls shall be required by any legal requirements to be erected in the Subpremises to separate space used by a Permitted Occupant from the remainder of the Subpremises and, without limiting the generality of any provision of the Sublease or the Lease as incorporated herein by reference, Subtenant shall comply with any requirements of law that are applicable due to or in connection with the use of the Subpremises for the Permitted Occupancies, including without limitation maximum occupancy requirements imposed by law and building code requirements; (iii) Subtenant shall ensure that the Permitted Occupants use the Subpremises in conformity with and comply with all applicable provisions of this Sublease and the Lease; (iv) Subtenant shall remain fully liable for the obligations set forth in this Sublease; (v) such Permitted Occupancy shall be subject and subordinate to all of the provisions of this Sublease and the Lease, including without limitation, the provisions of this Paragraph 11 in respect of any future

assignment of such occupancy agreement or any further sub-licensing of all or any portion of the Subpremises; and (vi) at least five (5) days prior to a Permitted Occupant taking occupancy, Subtenant shall give notice to Tenant identifying the Permitted Occupant and the character and nature of the business to be conducted by such Permitted Occupant, as well as the rentable square footage to be occupied by such Permitted Occupant and the duration of such occupancy. On the first (1st) day of each calendar month throughout the Term, Subtenant shall provide Tenant with an updated list of all Permitted Occupants then occupying any portion of the Subpremises, which shall include names and phone numbers for both the entities and the individuals in occupancy.

12. Right to Cure Defaults; Default Interest.

(a) If Subtenant fails to cure a default under this Sublease within any applicable grace or cure period set forth in this Sublease, Tenant shall have the right, but not the obligation, to seek to remedy any such default on behalf of and at the expense of Subtenant, provided, however, that in case of (i) a life safety or property related emergency or (ii) a default which must be cured within a time frame set forth in the Lease which does not allow sufficient time for prior Notice to be given to Subtenant, Tenant shall be entitled to seek to remedy any such default without being required first to give Notice to Subtenant. Any reasonable cost and expense (including without limitation reasonable attorneys' fees and disbursements) so incurred shall be recoverable by Tenant from Subtenant as Additional Rent and shall be due and payable within ten (10) days after Notice thereof from Tenant. Furthermore, if Tenant shall reimburse Landlord for expenditures made because of a breach by Subtenant of any of Tenant's obligations under the Lease which are assumed by Subtenant hereunder, Subtenant shall, upon Notice, reimburse Tenant, as Additional Rent, in full for the sum so paid by Tenant, together with reasonable attorneys' fees and disbursements incurred by Tenant.

(b) If Subtenant shall fail to pay any installment of Rentals within five (5) days after the due date of such payment, Subtenant shall pay to Tenant, as Additional Rent, a "late charge" of five (5¢) cents for every dollar of an installment so overdue for the purpose of defraying the expense of handling such delinquent payment.

(c) If Subtenant shall fail to pay any installment of Rentals within five (5) days after the due date of such payment, then Subtenant shall pay to Tenant, as Additional Rent, interest thereon at the Default Rate (as defined herein) from the due date to the date that payment thereof is made by Subtenant to Tenant. "Default Rate" shall mean a rate per annum equal to the lesser of (i) five (5%) percent in excess of the prime rate as published in the The Wall Street Journal (or any successor thereto or any other similar publication selected by Tenant) on the due date of such Fixed Rent or Additional Rent and (ii) the highest rate of interest permitted by applicable laws.

13. Limitations upon Obligations of Tenant.

(a) Notwithstanding any other provision of this Sublease, Tenant shall have no obligation to (i) furnish or provide, or to cause to be furnished or provided, any repairs, restoration, alterations or other work, or electricity, heating, ventilation, air-conditioning, water, elevator, cleaning or other utilities or services of any nature whatsoever to or for any part of the Subpremises or Subtenant's use and occupancy thereof, or (ii) comply with or perform, or, except as expressly set forth in this Sublease, to cause the performance of, or compliance with, any of the terms or conditions to be complied with or performed by Landlord pursuant to the terms of the Lease. Subtenant hereby agrees that Subtenant shall look solely to Landlord for the performance of any and all such requests set forth in (i) and (ii) above. Upon the written request of Subtenant, Tenant shall cooperate with Subtenant in all reasonable respects in Subtenant's efforts to cause such performance by Landlord, provided that notwithstanding the foregoing, (v) such cooperation shall be at no cost to Tenant, (w) Tenant does not assume or agree to perform for Subtenant's benefit any of Landlord's obligations, (x) Tenant shall not be liable in any way to Subtenant for Landlord's failure to so perform, (y) Tenant shall not be required to

commence any litigation or similar proceedings against Landlord and (z) such cooperation shall mean making a written demand upon Landlord to so perform with respect to the Subpremises.

(b) Tenant shall in no event be liable to Subtenant for, nor shall Subtenant's obligations under this Sublease be diminished or affected by, any default by Landlord under the Lease or any failure or delay by Landlord to comply with or perform any of its covenants and obligations thereunder, including, but not limited to, inconvenience, annoyance, interruption or injury to business arising therefrom, nor shall such default or failure or delay constitute an actual, constructive or partial eviction of Subtenant or entitle Subtenant to a reduction or abatement in rent.

(c) Notwithstanding any provision of this Sublease, if upon the written request of Subtenant, Tenant shall make a demand upon Landlord to perform as provided under Paragraph 13(a)(i) or (ii) with respect to the Subpremises and Landlord shall still have failed to so perform, provided Subtenant is not then (or at any time during the conduct of Tenant's actions under this Paragraph 13(c)) in default hereunder beyond applicable notice and cure periods, Subtenant shall have the right, at its sole cost and expense, to take action itself either (i) in Subtenant's name, and for that purpose all of the rights of Tenant under the Lease are hereby conferred upon and assigned to Subtenant and Subtenant is hereby subrogated to such rights to the extent that the same shall apply to the Subpremises or (ii) if any such action as contemplated in (i) above in Tenant's name be barred by reason of lack of privity, nonassignability or otherwise, in Tenant's name, and in the event of either (i) or (ii) above, Subtenant shall indemnify and hold Tenant and Tenant's Related Parties harmless from and against any and all claims of whatever nature arising from or in connection therewith. This indemnity and hold harmless agreement shall indemnify Tenant and Tenant's Related Parties from and against any and all obligations, losses, claims, suits, judgments, liabilities, fines, penalties, damages, costs and expenses (including without limitation reasonable attorneys' and consultants' fees and expenses) of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. The aforesaid obligations with respect to such indemnity shall survive the expiration or sooner termination of the Term and this Sublease. At least five (5) days prior to taking any action pursuant to this subparagraph (c), Subtenant shall send written notice to Tenant detailing the proposed action and including all relevant backup documentation, and shall periodically update Tenant in writing as to the progress of such action.

(d) Notwithstanding any other provision of this Sublease to the contrary, to the extent Tenant actually receives an abatement of fixed rent under Section 75 of the Lease that is fairly attributable to any portion of the Subpremises, Subtenant shall be entitled to an abatement of the Fixed Rent payable under this Sublease attributable to such portion of the Subpremises.

(e) Subject to the terms and conditions of Paragraph 13(a), cleaning services are currently provided by Landlord pursuant to Section 29 of the Lease.

14. Additional Services.

(a) Subject to the provisions of Paragraph 14(b) of this Sublease, Subtenant shall submit directly to Landlord (if Landlord so permits) any request by Subtenant for additional heating, water, ventilating, air-conditioning, condenser water, cleaning, freight elevator and other similar services which may be available from Landlord pursuant to the Lease or otherwise, if such a request is required to obtain any such additional services. Subtenant shall obtain separate billing directly from, and shall pay directly to, Landlord, at Landlord's applicable prevailing rates, for all such services and for any additional installation or maintenance charges, sewer rents, other charges, or taxes specified in the Lease that result from the use of such additional services, provided such services are requested by, or are for the benefit of, Subtenant or other occupants of the Subpremises. Subtenant acknowledges that Landlord's charges for certain services may include payment for services rendered to space in addition to the Subpremises (e.g., overtime air conditioning may necessitate such service for several floors). With

respect to such additional services, and otherwise with respect to proper dealings with Landlord relating to the performance of Landlord's obligations relating solely to the Subpremises, in the event that Subtenant deals directly with Landlord, such dealings shall be subject to the other provisions of this Sublease, Subtenant shall keep Tenant reasonably apprised of such dealings and Subtenant shall be solely responsible for all expenses, claims, obligations and liabilities arising therefrom.

(b) If Landlord refuses to deal with Subtenant with respect to such additional services, Subtenant may request in writing that Tenant obtain from Landlord such additional services on Subtenant's behalf and as more particularly provided in Paragraph 13, Tenant shall request in writing that Landlord provide such services. Subtenant shall pay Tenant the charges of Landlord therefor as Additional Rent under this Sublease within twenty (20) days after Subtenant receives a bill therefor from Tenant. Tenant shall have no liability to Subtenant if Tenant is unable to obtain such additional services.

15. Insurance.

Subtenant shall obtain and keep in full force and effect during the Term all policies of insurance required to be obtained by the "Tenant" under the Lease and/or by Landlord with respect to the Subpremises, and all of the rights and benefits specified therein for the "Landlord" pursuant to the Lease shall apply to and inure to the benefit of both Tenant and Landlord. Subtenant shall be named as the insured under all such policies, and Tenant and Landlord (and any other parties required under the Lease to be named as additional insureds) shall be named as additional insureds. Tenant and Subtenant agree to use commercially reasonable efforts to obtain from their respective insurance companies insuring them against damage by fire or other casualty, appropriate endorsements on their insurance policies pursuant to which the insurance companies waive their rights of recovery by way of subrogation or agree that such policies shall not be invalidated should the insured waive in writing, prior to a loss, any or all right of recovery against any parties for losses covered by such policies, and so long as such endorsements remain in effect on the respective insurance policies and do not invalidate such insurance policies, Tenant and Subtenant each hereby waive any and all right of recovery which it might otherwise have against the other, Landlord, any fee owner or mortgagee and their respective officers, directors, agents, contractors, servants and employees for loss or damage to any personal property in the Subpremises or any part thereof, to the same extent that their respective insurer's right of subrogation would be waived if insurance coverage with waiver of subrogation provisions were being maintained by them upon all of such property.

16. Notices.

(a) Any notice, demand, request, consent or other communication permitted or required to be given by the terms or provisions of this Sublease or by any law or governmental regulation (a "Notice") either by Subtenant to Tenant or Tenant to Subtenant shall be in writing and shall be (i) personally delivered against receipt, (ii) sent by certified U.S. mail, return receipt requested and postage prepaid, or (iii) sent by nationally recognized overnight courier. Notices shall be addressed to the addresses set forth below:

To the Tenant at:

HarperCollins Publishers Inc.
10 East 53rd Street
New York, New York 10022
Attention: Mr. Jim Young

with copies to:

HarperCollins Publishers Inc.
10 East 53rd Street
New York, New York 10022
Attention: General Counsel

Mintz & Gold LLP
10th Floor North
470 Park Avenue South
New York, New York 10016
Attention: Alan Katz, Esq.

To the Subtenant at:

Universal Executive Centers, Inc.
420 Lexington Avenue, Suite 300
New York, New York 10170
Attention: Mr. Daniel Entwistle

with a copy to:

Olshan Grundman Frome Rosenzweig &
Wolosky LLP
65 East 55th Street
New York, New York 10022
Attention: Robert J. Oppenheimer, Esq.

(b) Any such Notice shall be deemed to have been received (i) on the date when it shall have been hand delivered if delivered on a Business Day or, if delivered on a day other than a Business Day, on the next Business Day, (ii) on the first Business Day after depositing with a reputable overnight delivery courier or (iii) five (5) Business Days after deposit in the U.S. mail if mailed. The inability to deliver because of a changed address of which no Notice was given or rejection or other refusal to accept any Notice shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept.

(c) Either party may, from time to time, by Notice given in the above manner, designate other or additional addresses to which, or persons to whom, Notices shall be sent; such a Notice shall be deemed given upon actual receipt thereof.

17. Consents.

(a) Whenever the consent or approval of Tenant is required, Subtenant shall also be required to obtain the prior written consent or approval of Landlord if required pursuant to the Lease and Subtenant shall provide such additional information or documents which Landlord requests or upon which Landlord may condition its consent or approval. As Additional Rent, Subtenant shall reimburse Tenant, not later than twenty (20) days after Subtenant receives a bill therefor from Tenant, for any fees and disbursements of attorneys, architects, engineers or others actually charged by Landlord in connection with any request for Landlord's consent or approval, other than costs billed by Landlord in connection with the Landlord Consent, which shall be Tenant's sole responsibility.

(b) Subtenant hereby waives any claim against Tenant which Subtenant may have based upon an assertion that Tenant has unreasonably withheld, conditioned or delayed any consent or approval requested by Subtenant in violation of any provision in this Sublease pursuant to which Tenant agreed not to unreasonably withhold, condition or delay its consent. In the event there is a final determination in any such action or proceeding, after exhaustion of any appeals, that Tenant unreasonably withheld, conditioned or delayed its consent in violation of any provision of this Sublease, the requested consent or approval shall be deemed to have been granted, however, Tenant shall have no liability of any kind to Subtenant for its refusal or failure to give such consent or approval. The consent or approval of Tenant shall be deemed properly withheld in the event that Landlord has withheld or delayed its consent or approval.

18. Landlord's Consent to Sublease.

This Sublease is expressly conditioned upon obtaining the written consent by Landlord to this Sublease, including express approval of the Permitted Occupancies and acknowledgment of the Prepaid Rent (the "Landlord Consent"). Tenant covenants to promptly submit this Sublease to Landlord for approval and to timely pay all fees of Landlord in connection with requesting and obtaining the Landlord Consent. Subtenant covenants to cooperate with Landlord and, within three (3) Business Days after request therefor, supply to Tenant or Landlord, all information and documentation which Landlord may require in connection with its consideration of the request for the Landlord Consent. Tenant shall not be otherwise obligated to perform any acts, expend any sums or bring any lawsuits or other legal proceedings, in order to obtain such Landlord Consent and Subtenant shall have no right to any claim against Tenant in the event that Landlord withholds its consent. If Landlord desires to evidence its consent by the execution of a consent document requiring the signature of Tenant and Subtenant, both Subtenant and Tenant covenant to execute and deliver such reasonable consent document within five (5) Business Days after receipt thereof. Tenant agrees that from and after the date hereof and prior to the Commencement Date it will not engage in negotiations with a third party for the sublease of the Subpremises, nor will it conduct internal planning for any relocation to the Subpremises of its own operations or those of a third party, unless and until such time as either party has exercised its termination rights pursuant to Paragraph 5(b).

19. Quiet Enjoyment.

Tenant covenants that Subtenant, complying with and performing all of the Sublease Obligations imposed upon Subtenant, shall peacefully and quietly have, hold and enjoy the Subpremises throughout the Term without ejection by Tenant or any person lawfully claiming under Tenant, subject to the terms and provisions of this Sublease and subject to the terms and provisions of the Lease (and any mortgage or superior lease affecting the Building).

20. Brokers.

Subtenant and Tenant each represents to the other that it has not dealt with any broker, finder or like person or entity in connection with this Sublease and/or the transactions covered or contemplated hereby other than Newmark Knight Frank, Inc. and Grubb & Ellis New York, Inc. (collectively, the "Broker"). Tenant shall pay any commission due Broker in connection with this Sublease by separate agreement. In executing and delivering this Sublease, Tenant and Subtenant have relied upon the foregoing representation. Tenant and Subtenant shall indemnify and hold each other harmless from and against any and all liabilities, losses, obligations, damages, penalties, claims, costs and expenses (including without limitation reasonable attorneys' fees and other charges) arising out of any claim, demand or proceeding for commissions, fees, reimbursement for expenses or other compensation by any person or entity in connection with this Sublease who shall claim to have dealt with the indemnifying party in connection with the Sublease other than the Broker. This Paragraph 20 shall survive the expiration or earlier termination of this Sublease.

21. Indemnity.

(a) Subtenant shall defend, indemnify and save harmless Tenant, Tenant's Related Parties, Landlord, any mortgagee or superior lessor, and any other party that Tenant indemnifies under the Lease, and their direct and indirect partners, members, shareholders, officers, employees, agents and contractors (collectively, the "Tenant Indemnitees") from and against all claims of whatever nature arising from or in connection with any act, omission or negligence of Subtenant or Subtenant's representatives, including, without limitation (i) any accident, injury or damages whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Subpremises, (ii) any accident, injury or damage occurring outside of the Subpremises, but anywhere within or about the Building, where such accident, injury or damage results or is claimed to have resulted from an act,

omission or negligence of Subtenant or Subtenant's representatives, (iii) any breach, violation or nonperformance of any covenant, condition or agreement in this Sublease or the Lease set forth and contained on the part of Subtenant to be fulfilled, kept, observed and performed, (iv) any environmental claim relating in any way to Subtenant's operation or use of the Subpremises or the Building, (v) any mechanic's or other lien or encumbrance or any action or proceeding brought thereon based upon an alteration or other work or services performed by or for Subtenant, (vi) any holding over by Subtenant beyond the Term, (vii) the exercise by Subtenant or any party claiming by or through Subtenant of any rights against Landlord granted to Subtenant hereunder and (viii) Tenant's failure or refusal to give its approval to any proposed assignment or sub-sublease, including, without limitation, claims that may be made against Tenant by the proposed sub-subtenant or assignee or by any broker or other persons claiming a commission or similar compensation in connection with the proposed assignment or sub-subletting. This indemnity and hold harmless agreement shall indemnify the Tenant Indemnitees from and against any and all obligations (including without limitation studies, assessments, removal, mitigating and remedial actions), losses, claims, suits, judgments, liabilities, fines, penalties, damages, costs and expenses (including without limitation reasonable attorneys' and consultants' fees and expenses) of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. If any claim, action or proceeding is made or brought against any Tenant Indemnitee, which claim, action or proceeding Subtenant shall be obligated to indemnify such Tenant Indemnitee against, then, upon demand by the Tenant Indemnitee, the Subtenant, at its sole expense, shall resist or defend such claim, action or proceeding in the Tenant Indemnitee's name, if necessary, by such attorneys as the Tenant Indemnitee shall reasonably approve.

(b) Tenant shall defend, indemnify and save harmless Subtenant, Subtenant's Related Parties, and their direct and indirect partners, members, shareholders, officers, employees, agents and contractors (collectively, the "Subtenant Indemnitees") from and against all claims of whatever nature arising from or in connection with any act, omission or negligence of Tenant or Tenant's representatives with respect to (i) any accident, injury or damage occurring outside of the Subpremises, but anywhere within or about the Building, where such accident, injury or damage results or is claimed to have resulted from an act, omission or negligence of Tenant or Tenant's representatives and (ii) any breach, violation or nonperformance of any covenant, condition or agreement in this Sublease or the Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed (except to the extent such covenant, condition or agreement under the Lease is to be performed by Subtenant pursuant to the terms and conditions of this Sublease). This indemnity and hold harmless agreement shall indemnify the Subtenant Indemnitees from and against any and all obligations (including without limitation studies, assessments, removal, mitigating and remedial actions), losses, claims, suits, judgments, liabilities, fines, penalties, damages, costs and expenses (including without limitation reasonable attorneys' and consultants' fees and expenses) of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. If any claim, action or proceeding is made or brought against any Subtenant Indemnitee, which claim, action or proceeding Tenant shall be obligated to indemnify such Subtenant Indemnitee against, then, upon demand by the Subtenant Indemnitee, the Tenant, at its sole expense, shall resist or defend such claim, action or proceeding in the Subtenant Indemnitee's name, if necessary, by such attorneys as the Subtenant Indemnitee shall reasonably approve.

(c) In no event shall either party be liable hereunder for so called indirect or consequential damages.

(d) This Paragraph 21 shall survive the expiration or earlier termination of this Sublease.

22. Holding Over.

In addition to (and not in limitation of) any damages to which Tenant may be entitled or other remedies Tenant may have under Paragraph 21 or by operation of law or in equity, Subtenant shall pay to Tenant for each month and for each portion of any month during which Subtenant holds over in the Subpremises after the expiration or termination of the Term, a sum equal to the greater of (a) one hundred seventy five percent (175%) of the product obtained by multiplying (i) one-twelfth (1/12th) by (ii) the Rentals payable by Subtenant in the last year of the Term and (b) all amounts payable by Tenant under the Lease to the extent caused by or related to such hold over. Any such failure to surrender the Subpremises shall not be deemed to extend the Term or renew this Sublease. The aforesaid obligations shall survive the expiration or sooner termination of the Term and this Sublease.

23. Subtenant's Work.

Subtenant shall make no improvements, changes, additions, replacements, or alterations in to or about the Subpremises ("Subtenant's Work") without the prior written consent in each instance of both Landlord (including, without limitation, any consent of any mortgagee or other third party required under the Lease), which consent may be withheld in the manner set forth in the Lease, and Tenant, which consent shall not be unreasonably withheld, conditioned or delayed by Tenant, shall not be required in the case of minor decorative changes, such as painting, carpeting and wallcoverings, and shall be granted or reasonably denied within ten (10) Business Days after delivery of any plans or request for Tenant's consent, as applicable, (as well as all materials and other information requested by Tenant in connection therewith pursuant to the applicable provisions of this Sublease), and otherwise in strict compliance with all of the applicable provisions of the Lease, including, without limitation, Article 3 and Article 6 thereof. All costs incurred by Tenant in reviewing Subtenant's plans and documentation and in determining whether to grant Tenant's approval, as hereinabove provided, together with any payments required to be paid by Tenant to Landlord pursuant to the Lease with respect to Subtenant's Work, shall be reimbursed to Tenant by Subtenant, as Additional Rent, within twenty (20) days after Subtenant's receipt of a bill therefor from Tenant. Any insurance required to be maintained under the Lease in connection with any such Subtenant's Work shall also name Tenant as an additional insured.

24. Security Deposit.

(a) As security for the full and faithful performance and observance by Subtenant of Subtenant's covenants and obligations under this Sublease, Subtenant shall upon execution and delivery of this Sublease, deliver to Tenant and maintain during the Term and for a period of sixty (60) days after the expiration of the Term a security deposit (the "Security Deposit") in the form of (i) a clean, stand-by, irrevocable letter of credit in form and substance satisfactory to Tenant in the amount of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars, and (ii) a pledge of Berkshire Hathaway stock having a market value as of the date of delivery of at least Three Hundred Thousand and 00/100 (\$300,000.00) Dollars or at Subtenant's option, in lieu of such stock pledge, Subtenant shall have the right to deliver a Six Hundred Thousand and 00/100 (\$600,000.00) Security Letter upon the execution and delivery of this Sublease.

(b) In the event that Subtenant shall deliver a \$600,000 Security Letter upon the execution and delivery of this Lease, and provided that Tenant has at no time prior thereto been in monetary or material non-monetary default hereunder beyond applicable notice and grace periods, the amount of the Security Deposit shall be reduced after written request by Tenant (i) on the fourth (4th) anniversary of the Commencement Date, by One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) and (ii) provided the reduction in (i) above has occurred, on the sixth (6th) anniversary of the Commencement Date, by One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

(c) Such letter of credit referenced in subparagraph (a) above shall be issued by a banking corporation having assets of at least Five Billion (\$5,000,000,000.00) Dollars and having its principal place of business or its duly licensed branch or agency in the City of New York, and, if the issuing bank is not a member of the New York Clearing House Association (or any successor organization), confirmed by another bank reasonably satisfactory to Tenant which is a member of the New York Clearing House Association. Such letter of credit shall expressly provide that it may be presented for payment in the City of New York. Except as otherwise provided in this Paragraph 24, Subtenant shall, throughout the Term, deliver to Tenant, in the event of the termination of any such letter of credit, replacement letters of credit acceptable to Tenant in lieu thereof (each such letter of credit and each such extension or replacement thereof, as the case may be, is hereinafter referred to as a "Security Letter") no later than forty-five (45) days prior to the expiration date of the preceding Security Letter. The term of each such Security Letter shall be not less than one (1) year and shall be automatically renewable from year to year as aforesaid unless terminated by the issuer thereof by notice to Tenant given by certified or registered mail, return receipt requested not less than forty-five (45) days prior to the expiration thereof. If Subtenant shall fail to obtain any replacements of a Security Letter within the time limits set forth in this Paragraph 24, Tenant may, in addition to all other remedies hereunder, draw down the full amount of the existing Security Letter and retain the same as cash security hereunder.

(d) Such pledge referenced in subparagraph (a) above (if the \$600,000 Security Letter is not delivered) shall be effected pursuant to delivery from Subtenant to Tenant of possession of the applicable original stock certificates (the "Stock Certificates") and a Stock Pledge Agreement (including an executed stock power) in the form attached hereto and made a part hereof as Exhibit "C" (the "Stock Pledge Agreement"), all of the foregoing to be executed and delivered by Subtenant upon execution and delivery of this Sublease.

(e) In the event of a default that remains uncured after any applicable notice and cure period, Tenant may use, apply or retain the whole or any part of the Security Letter to the extent required for the payment of any Fixed Rent and Additional Rent or any other sum as to which there has occurred a default or for any sum which Tenant may expend or may be required to expend by reason of such default, including but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Tenant. To insure that Tenant may utilize the security represented by the Security Letter in the manner, for the purposes, and to the extent provided in this Paragraph 24, each Security Letter shall provide that the full amount (or any portion) thereof may be drawn down by Tenant upon presentation to the issuing or confirming bank of Tenant's sight draft drawn on the issuing bank, provided that Tenant shall only draw down the Security Letter in accordance with the terms of this Paragraph 24.

(f) In the event of a default that remains uncured after any applicable notice and cure period, Tenant may upon five (5) days additional prior written notice, exercise its remedies under the Stock Pledge Agreement and use, apply or retain the proceeds of the sale of the Stock Certificates to the extent required for the payment of any Fixed Rent and Additional Rent or any other sum as to which there has occurred a default or for any sum which Tenant may expend or may be required to expend by reason of such default, including but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Tenant.

(g) In the event Tenant applies or retains any portion or all of the Security Deposit delivered hereunder in accordance with this Paragraph 24, Subtenant shall forthwith restore the amount so applied or retained so that at all times the amount deposited shall be not less than the Security Deposit required under the provisions of this Paragraph 24.

(h) If Subtenant shall fully and faithfully comply with all of Subtenant's covenants and obligations under this Sublease, the Security Deposit or any balance thereof to which Subtenant is entitled shall be returned or paid over to Subtenant reasonably promptly after the date sixty (60) days

after the date fixed as the end of the Term and after delivery to Tenant of entire possession of the Subpremises. Tenant shall have the right to transfer the unapplied part of the Security Deposit and the interest thereon, if any, to which Subtenant is entitled, or any interest it may have in the Security Letter and/or Stock Certificates, as the case may be, to the vendee, transferee or lessee of Tenant's interest in the Lease and Tenant shall thereupon be released by Subtenant from any and all liability for the return or payment thereof, and Subtenant shall look solely to the new Tenant for the return or payment of same. Tenant shall have the right to require Subtenant to deliver a replacement Security Letter and/or Stock Pledge Agreement naming the new Tenant as beneficiary and, if Subtenant shall fail to deliver the same within thirty (30) Business Days after notice, to draw down the existing Security Letter and/or exercise its rights under the Stock Pledge Agreement and retain the proceeds as cash security hereunder until a replacement Security Letter and/or Stock Pledge Agreement is delivered. Subtenant shall not assign or encumber or attempt to assign or encumber the monies deposited herein as security and neither Tenant nor its successors or assigns shall be bound by any such assignment, encumbrance, or attempted assignment or encumbrance.

25. Miscellaneous.

(a) No Privity. Nothing contained in this Sublease shall be construed to create privity of estate or of contract between Subtenant and Landlord.

(b) Entire Agreement; Amendments. This Sublease contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and agreements are merged herein. No agreement hereafter made shall be effective to change, modify, terminate, discharge, waive or effect an abandonment of this Sublease in whole or in part unless such agreement is in writing, refers specifically to the provisions of this Sublease and is signed by the party against whom enforcement of the change, modification, termination, discharge, waiver or abandonment is sought.

(c) Governing Law; Jurisdiction. This Sublease shall be construed in accordance with, and governed by, the laws of the State of New York. All disputes arising out of or relating to this Sublease shall be adjudicated in the State Courts for the State of New York in New York County or in the Federal Courts for the Southern District of New York, and the parties expressly submit to the jurisdiction of such courts and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof, may be served within or without such court's jurisdiction by certified mail or by personal service, provided that a reasonable time for appearance is allowed.

(d) Construction. The captions of Sections or Paragraphs in this Sublease and its Table of Contents are inserted only as a convenience and for reference and they in no way define, limit or describe the scope of this Sublease or the intent of any provision thereof. The Exhibits attached to this Sublease, however, are hereby incorporated by reference and made a part hereof. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted.

(e) Severability. If any term or condition of this Sublease or the application thereof to any circumstance or to any person, firm or corporation shall be invalid or unenforceable to any extent, the remaining terms and conditions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Each covenant, agreement, obligation or other provision of this Sublease on Subtenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Subtenant, not dependent on any other provision of this Sublease.

(f) Time of the Essence. All time periods set forth in this Sublease shall be deemed to be TIME OF THE ESSENCE.

(g) Access to Subpremises. At all reasonable times after providing notice to Subtenant, which notice may be oral, Tenant, its representatives and agents, shall have access to the

Subpremises for the following purposes: (i) to ascertain the condition of the Subpremises; (ii) to determine whether Subtenant is diligently fulfilling Subtenant's responsibilities under this Sublease; or (iii) to do any other act or thing which Tenant is permitted to do under this Sublease. Tenant agrees that during such access Tenant will be accompanied by a representative of Subtenant and Tenant shall use commercially reasonable efforts not to materially interfere with Subtenant's use of the Subpremises. Subtenant hereby agrees to make a representative available during all such times for purposes of Tenant's entry into the Subpremises, provided Tenant may enter upon the Subpremises without a Subtenant representative if Subtenant fails or refuses to make a representative available on a reasonable basis after reasonable notice as provided herein. Any entry into the Subpremises by Tenant shall not constitute an actual eviction, a partial eviction or a constructive eviction, shall not be grounds for any abatement or reduction in rent and shall not impose liability on Tenant for inconvenience or injury to Subtenant's business. In addition, Landlord shall have access to the Subpremises that is provided under the Lease and all of the applicable provisions of the Lease shall apply to such access.

(h) Floor Plan. The outline of the Subpremises on the floor plan attached hereto as Exhibit "A" is for identification only and any dimensions or locations thereon and the square footage set forth therein or otherwise in this Sublease are approximate, and any variations between the outlined space and the actual space and location of the Subpremises and between said square footage and the actual square footage of the Subpremises shall not be deemed material and shall not affect the obligations of Subtenant hereunder.

(i) Building Directory. Subject to the provisions of the Lease and availability, Tenant shall permit Subtenant to use Subtenant's Proportionate Share of the listings on any electronic directory board of the Building. All costs with respect to such listings which would be Tenant's obligation pursuant to the Lease shall be paid to Tenant by Subtenant as Additional Rent within twenty (20) days after Subtenant receives a bill therefor from Tenant.

(j) Limited Liability. Neither Tenant nor any of Tenant's Related Parties shall be personally liable for the performance of Tenant's obligations under this Sublease. Subtenant shall look solely to Tenant's interests in the Lease to enforce Tenant's obligations hereunder and shall not seek any damages against Tenant or any of the Tenant's Related Parties.

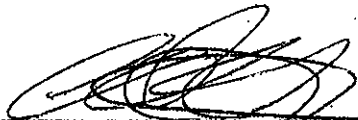
(k) No Recordation. Neither this Sublease nor any memorandum thereof shall be recorded. The recordation of this Sublease or any memorandum thereof by Subtenant shall constitute a default by Subtenant under this Sublease. The provisions of this Paragraph 27(k) shall survive the expiration or earlier termination of this Sublease.

(l) No Waivers. Failure by either party in any instance to insist upon the strict performance of any one or more of the obligations of the other party under this Sublease, or to exercise any election herein contained, or the acceptance of payment of kind with knowledge of default by the other party, shall in no manner be or be deemed to be a waiver by such party of any defaults or breaches hereunder or of any of its rights and remedies by reason of such defaults or breaches, or a waiver or relinquishment for the future of the requirement of strict performance of any and all of the defaulting party's obligations hereunder. Further, no payment by Subtenant or receipt by Tenant of a lesser amount than the correct amount of Rentals due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Tenant may accept any checks or payments as made without prejudice to Tenant's right to recover the balance or pursue any other remedy in this Sublease.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

HARPERCOLLINS PUBLISHERS INC.

By: 
Name: THOMAS K. HOPKE
Title: V. P. ADMINISTRATION

UNIVERSAL EXECUTIVE CENTERS, INC.

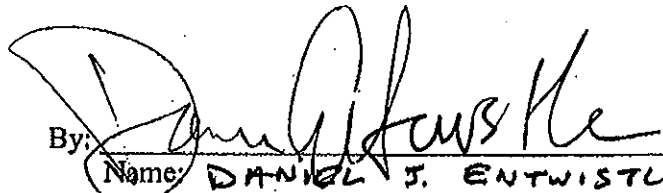
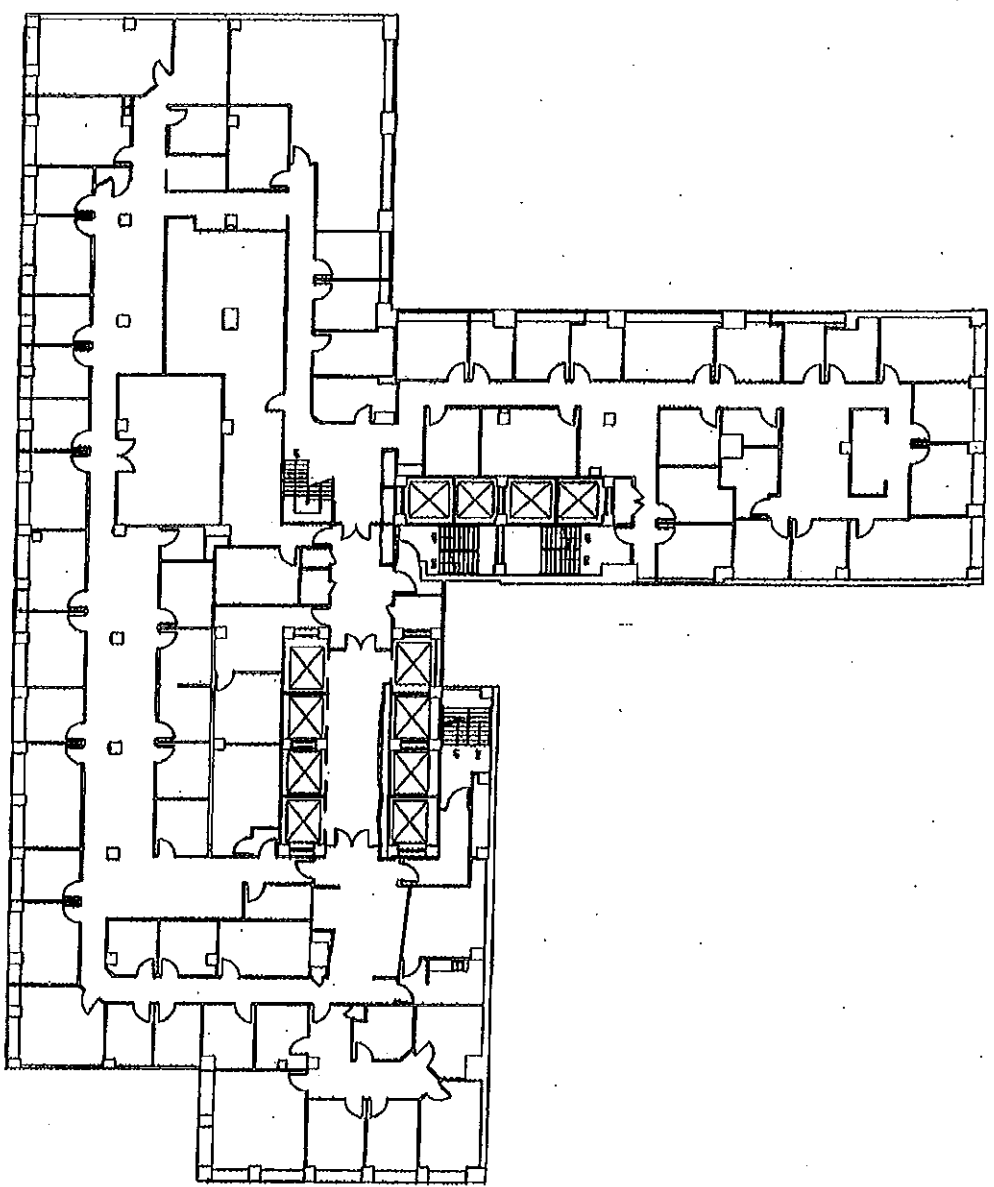
By: 
Name: DANIEL J. ENTWISTLE
Title: president

EXHIBIT "A"
FLOOR PLAN FOR SUBPREMISES

MDA
MIL O KL EINBERG
DESIGN ASSOCIATES, INC.
 1350 Ave. of Americas
 2nd Floor
 New York, NY 10019
 Tel: 212-692-1200
 Fax: 212-692-1201
 E-mail: mda@mda.com

1350 Ave. of Americas
2nd Floor
 01 . 30 . 09



WEST 54TH STREET

WEST 57TH STREET

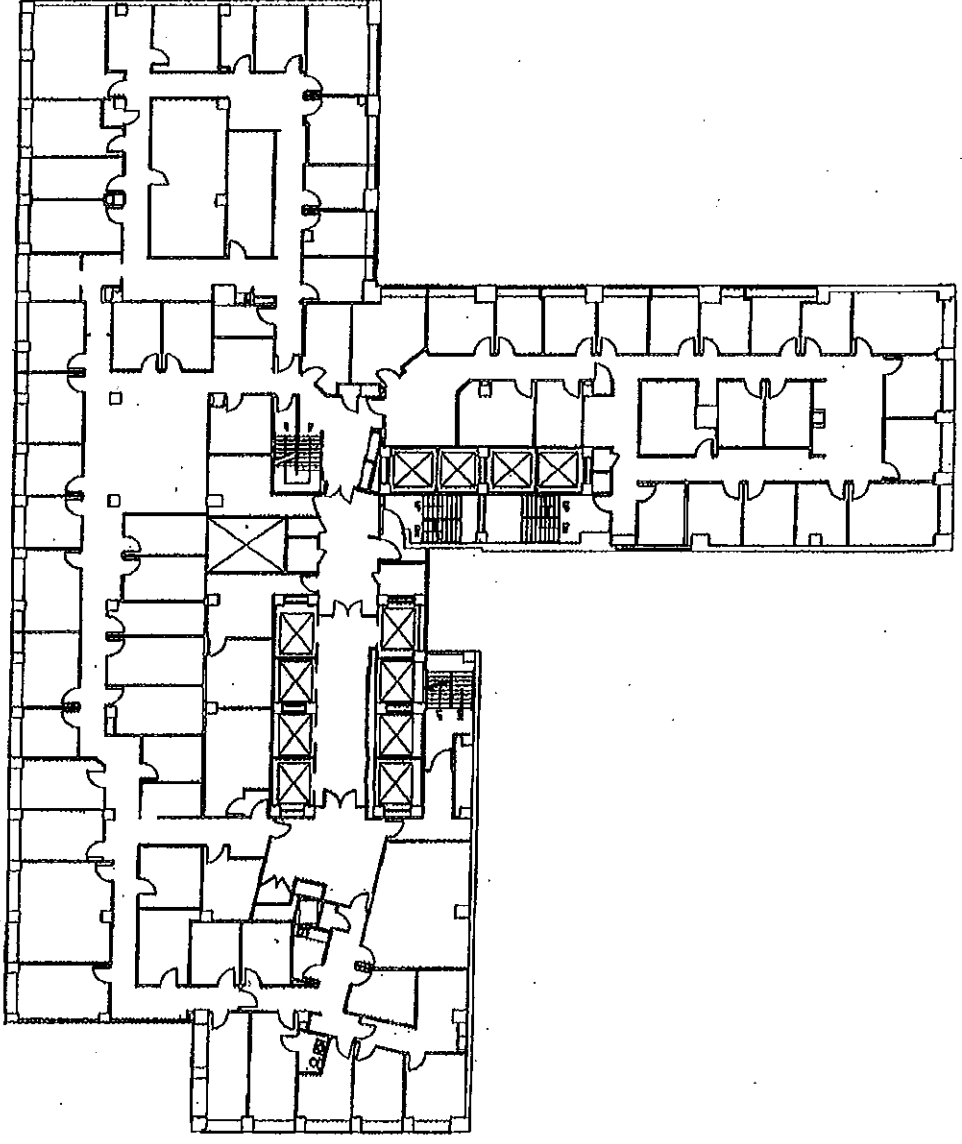
6TH AVENUE

Grubb-Parsons

Grubb-Parsons, Inc.
 1350 Ave. of Americas, 2nd Floor
 New York, NY 10019
 Tel: 212-692-1200
 Fax: 212-692-1201
 E-mail: gpa@grubb-parsons.com

MKA
MIL O KLEINBERG
DESIGN ASSOCIATES, INC.

200 West 57th Street, New York, NY 10019
 Tel: (212) 261-1000 Fax: (212) 261-1001
 Project: 01-30-09 - 3rd Floor



1350 Ave. of Americas
3rd Floor

01.30.09

WEST 59TH STREET

WEST 54TH STREET

6TH AVENUE

GRUBBERRIS

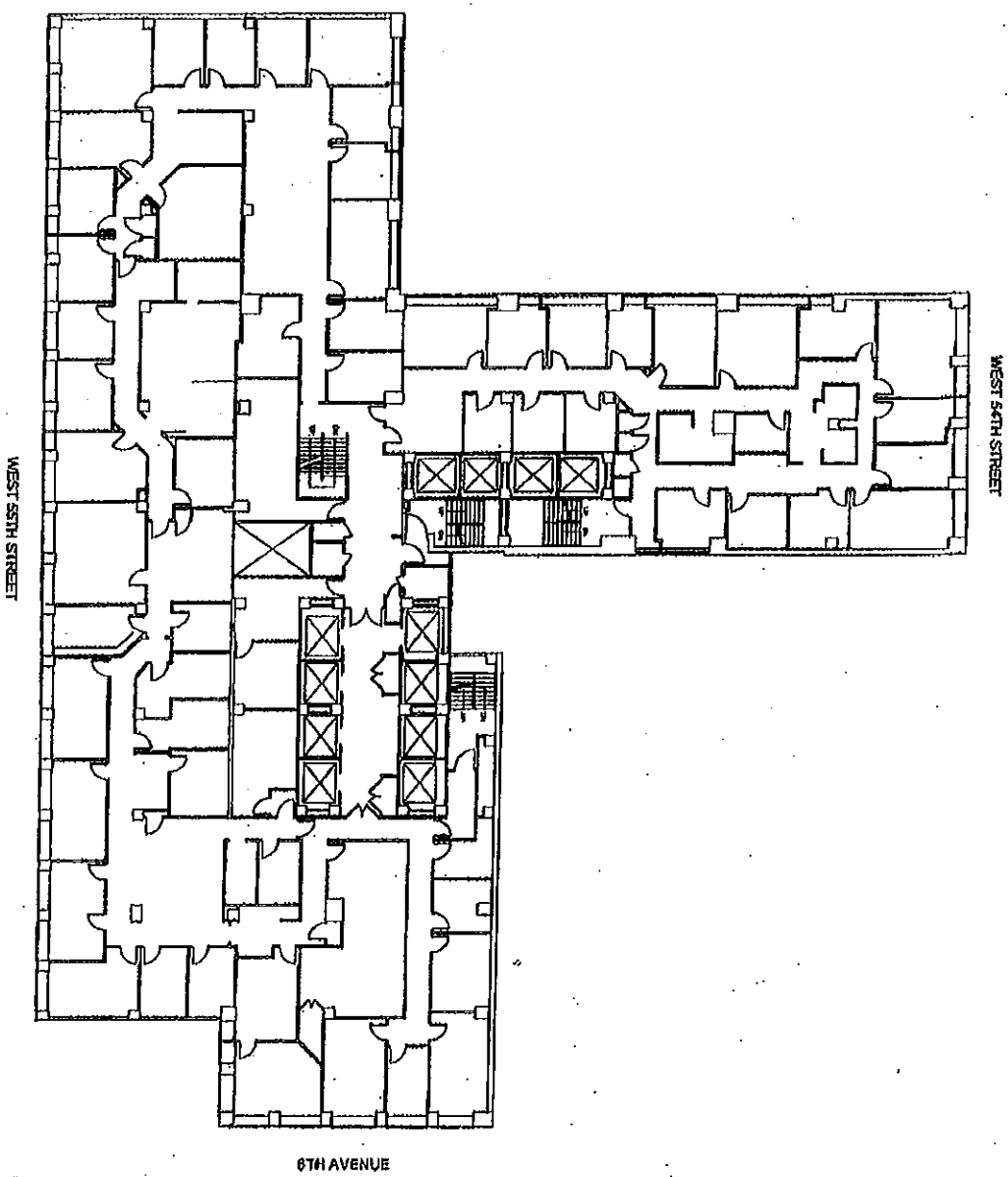
01-30-09
 3rd Floor
 1350 Ave. of Americas
 New York, NY 10019

MKA
MIL O KLEINBERG
DESIGN ASSOCIATES, INC.

1350 Ave. of Americas, 4th Floor, New York, NY 10019
Phone: 212-692-1000 Fax: 212-692-1001

1350 Ave. of Americas
4th Floor

01.30.09



GrubbStarr

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EXHIBIT "B"
ESCROW AGREEMENT

ESCROW AGREEMENT

AGREEMENT ("Agreement") dated as of June ____, 2009, by and among **HARPERCOLLINS PUBLISHERS INC.**, a Delaware corporation, with offices at 10 East 53rd Street, New York, New York 10022 ("**HarperCollins**"), **UNIVERSAL EXECUTIVE CENTERS, INC.**, a New York corporation, with offices at 420 Lexington Avenue, Suite 300, New York, New York 10170 ("**Universal**"), and **MINTZ & GOLD LLP**, with offices at 470 Park Avenue South, 10th Floor North, New York, New York 10016 ("**Escrowee**").

WITNESSETH

WHEREAS, HarperCollins, as Tenant, and Universal, as Subtenant, are parties to that certain Sublease, dated as of even date herewith (the "**Sublease**"), with respect to certain Subpremises on the 2nd, 3rd and 4th Floors at 1350 Avenue of the Americas, New York, New York (capitalized terms used herein without definition having the meanings given to such terms in the Sublease); and

WHEREAS, pursuant to the Sublease, Universal is obligated upon the execution of the Sublease, to pay Prepaid Rent in an amount equal to One Million Seven Hundred Thousand and 00/100 (\$1,700,000.00) Dollars to be applied by HarperCollins against the first monthly installments of Fixed Rent coming due under the Sublease and to deliver a Security Letter representing the security deposit under the Sublease in an amount equal to Six Hundred Thousand and 00/100 (\$600,000.00) Dollars; and

WHEREAS, as a convenience to the parties upon the terms and conditions set forth in this Agreement, HarperCollins and Universal have requested that Escrowee act as escrow agent under the Sublease with respect to the Prepaid Rent and Security Letter pending execution and delivery by all parties of the Landlord Consent to Sublease (the date of such execution and delivery of the Landlord Consent being referred to herein as the "**Landlord Consent Date**"), and Escrowee has agreed to so act as escrow agent pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HarperCollins, Universal and Escrowee hereby agree to the foregoing and as follows:

1. The parties hereto hereby acknowledge receipt by the Escrow Agent of the Prepaid Rent by wire transfer from Universal to the account identified on Exhibit A annexed hereto and made a part hereof and the Security Letter.
2. Escrowee shall deposit the Prepaid Rent into an interest bearing account at Citibank, N.A., New York, New York or any other reputable commercial bank selected by Escrowee in its sole discretion, but Escrowee shall not be liable for any minimum rate of return on or loss incurred by reason of any such investment (references to the Prepaid Rent shall except as otherwise specifically provided herein include any interest thereon).
3. Escrowee shall not commingle the Prepaid Rent with any funds of Escrowee.
4. If and when the Landlord Consent Date occurs, the Prepaid Rent and Security Letter shall automatically and without any further act by any party be released to HarperCollins.
5. If the Sublease is terminated and cancelled pursuant to the terms thereof because the Landlord Consent Date has not occurred within the time periods specified therein, Escrowee is hereby authorized and directed to return the Prepaid Rent and Security Letter to Universal within five (5) Business Days after receipt of a copy of the applicable

termination notice. If for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such Prepaid Rent and Security Letter until otherwise directed by joint Notice from HarperCollins and Universal, or a final, nonappealable judgment, order or decree of a court. "**Business Day**" shall mean any day other than Saturday, Sunday and any Federal or New York State holiday.

6. Escrowee shall have the right at any time to deposit the Prepaid Rent and Security Letter with the clerk of court in New York County and shall give Notice of such deposit to HarperCollins and Universal. Upon such deposit or other disbursement in accordance with the terms of this Agreement, Escrowee shall be relieved and discharged from all further obligations and responsibilities hereunder.
7. Escrowee is acting as such at the request of the parties and without compensation therefor. Escrowee is solely a stakeholder of the funds being held by it in escrow.
8. Escrowee shall not be liable for any error in judgment or for any act done or omitted by it in good faith, or for any mistake of fact or law, unless taken or suffered in willful disregard of this Agreement or involving gross negligence on the part of Escrowee. Escrowee shall have no responsibility to determine the authenticity or validity of any notice, direction, instructions, instruments, documents, or other item delivered to it, and shall be entitled to rely upon and shall be fully protected from all liability, loss, cost, damage or expense in acting or omitting to act in accordance with any written notice, direction, instructions, order, judgment, certification, affidavit, demand, opinion, instrument or other item given to it in connection with this Agreement and believed by it to be authentic. HarperCollins and Universal, jointly and severally, agree to reimburse Escrowee on demand for, and to indemnify and hold Escrowee harmless from and against any and all costs, claims and expenses (including without limitation reasonable attorneys' fees and disbursements, whether paid to outside retained counsel or incurred internally), incurred in connection with its entering into this Agreement and/ or performing its duties hereunder, other than to the extent caused by Escrowee's own gross negligence or willful misconduct or willful disregard of this Agreement.
9. Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including without limitation any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.
10. The parties acknowledge that Escrowee is the attorney for HarperCollins. Escrowee or any member of its firm shall be permitted to act as counsel for HarperCollins in any dispute as to the disbursement of the Prepaid Rent and/or Security Letter or any other dispute between the parties whether or not Escrowee is in possession of the Prepaid Rent and/or Security Letter and continues to act as Escrowee.
11. Escrowee shall not be under any duty to give the Prepaid Rent and Security Letter any greater degree of care than it gives its own similar property.
12. Escrowee may act in reliance upon any instrument or signature believed to be genuine and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
13. The duties of the Escrowee are only as herein specifically provided, and are purely ministerial in nature. Escrowee's sole responsibility shall be to hold and release the Prepaid Rent and Security Letter as set forth herein. The Escrowee shall neither be responsible for or under, nor chargeable with knowledge of, the terms and conditions of

any other agreement, instrument or document in connection herewith, and shall be required to act in respect of the Sublease only as provided in this Agreement. This Agreement sets forth all the obligations of the Escrowee with respect to any and all matters pertinent to the escrow contemplated hereunder and no additional obligations of the Escrowee shall be implied from the terms of this Agreement or any other agreement. The Escrowee shall incur no liability in connection with the discharge of its obligations under this Agreement or otherwise in connection therewith, except such liability as may arise from the willful misconduct or gross negligence of Escrowee.

14. HarperCollins and Universal, jointly, may substitute a successor escrow agent upon joint written notice to Escrowee. In such event, upon its disbursement of the Prepaid Rent and Security Letter pursuant to such joint written notice, Escrowee shall be relieved and discharged from all further obligations and responsibilities hereunder.
15. Any and all notices or demands given pursuant to this Agreement (a "**Notice**") shall be effective only if in writing and either (a) mailed to the party for which it is intended by certified or registered mail, return receipt requested, postage prepaid, (b) personally delivered or sent by overnight courier with hand receipt or (c) sent by electronic facsimile with "hard copy" to follow by one of the methods set forth in (i) and (ii) above, to the addresses set forth on page 1 of this Agreement. Any Notice given hereunder shall be deemed given, (i) if mailed, five (5) days after the same is deposited in a United States general or branch post office, or in an official United States mail depository, (ii) if sent by overnight courier, one (1) Business Day after delivery to such courier, (iii) if personally delivered on a Business Day, the day of delivery or, if delivered on other than a Business Day, on the first Business Day after the day of delivery; (iv) if delivered by electronic facsimile transmitted on a Business Day, the day of transmittal if prior to 5:00 P.M., otherwise the next Business Day after the day of transmittal; and (v) if by electronic facsimile transmitted on other than a Business Day, the next Business Day regardless of the time of day of the transmittal. Notices shall be addressed as set forth in the preamble to this Agreement, in the case of HarperCollins, to the attention of Mr. Jim Young, in the case of Universal to the attention of Mr. Daniel Entwistle and in the case of Escrowee to the attention of Alan Katz, Esq., or to such other addresses and with such other copies as a party may reasonably designate as its new addresses or additional addresses for such purposes by notice given to the other in accordance with the provisions of this Paragraph 15.
16. This Agreement shall be construed, interpreted and enforced according to the laws of the State of New York.
17. The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the heirs, administrators, successors, representatives and assigns of HarperCollins, Universal and Escrowee.
18. This Agreement shall not be modified unless such modification is in writing and executed by HarperCollins, Universal and Escrowee.
19. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision were not contained therein.

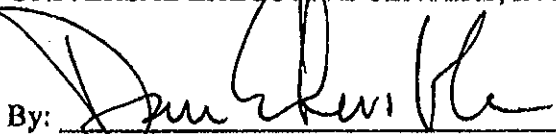
20. The rights of Escrowee contained in this Agreement, including without limitation the right to indemnification, shall survive the resignation of the Escrowee and the termination of the escrow contemplated hereunder.

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

HARPERCOLLINS PUBLISHERS INC.

By: 
Name: THOMAS R. HOPKE
Title: V.P. ADMINISTRATION

UNIVERSAL EXECUTIVE CENTERS, INC.

By: 
Name: DANIEL ENTWISTLE
Title: PRESIDENT

MINTZ & GOLD LLP


By: 
Name: ALAN KATZ
Title: PARTNER

Exhibit A

Escrowee's Wire Instructions

Wire Instructions to Mintz & Gold LLP Attorney Escrow Account

Account Name: Mintz & Gold LLP Attorney Escrow Account
Bank Name: Citibank, N.A.
ABA Number: 021000089
Account Number: 93257410

Amy Wong, Office Manager
Mintz & Gold LLP
470 Park Avenue South
New York, NY 10016
Phone (212) 696-4848

EXHIBIT "C"
STOCK PLEDGE AGREEMENT

STOCK PLEDGE AND SECURITY AGREEMENT

Stock Pledge and Security Agreement (this "**Pledge Agreement**") made as of the ___ day of _____, 2009, by **UNIVERSAL EXECUTIVE CENTERS, INC.**, a New York corporation, having a place of business at 420 Lexington Avenue, Suite 300, New York, New York 10170 (the "**Pledgor**"), to and in favor of **HARPERCOLLINS PUBLISHERS INC.**, a Delaware corporation, having a place of business at 10 East 53rd Street, New York, New York 10022 (the "**Pledgee**").

WHEREAS, Pledgor has executed that certain Sublease (as amended from time to time, the "**Sublease**") dated as of _____, 2009 between Pledgee, as sublessor, and Pledgor, as sublessee, whereby Pledgee subleased to Pledgor the entire second (2nd) and third (3rd) Floors of that certain building known as 1350 Avenue of the Americas, New York, New York; and as more particularly described in the Sublease;

WHEREAS, Pledgor is now the direct and beneficial owner of certain of the shares of capital stock as more particularly described on Schedule A hereto (the "**Pledged Securities**"); and

WHEREAS, Pledgor has agreed to secure the payment and performance of Pledgor's obligations under the Sublease, by (a) executing and delivering to Pledgee this Pledge Agreement, (b) delivering to Pledgee the Pledged Securities which are registered in the name of Pledgor, together with appropriate powers duly executed in blank by Pledgor, and (c) delivering to Pledgee any and all other documents which Pledgee deems necessary to protect Pledgee's interests hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Sublease and for other good and valuable consideration, receipt of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. CERTAIN DEFINITIONS

As used above and elsewhere in this Pledge Agreement, the following terms shall have the following meanings (all terms defined in the Uniform Commercial Code which are not otherwise defined herein or in the Sublease, shall have the meanings set forth therein):

(a) "**Issuer**" shall mean Berkshire Hathaway.

(b) "**Pledged Property**" shall mean the (i) Pledged Securities together with all cash dividends, stock dividends, redemptions, stock, securities options, substitutions, exchanges and other distributions now or hereafter distributed by the Issuer with respect to the Pledged Securities and which hereinafter shall be delivered into the possession of Pledgee, (ii) Pledgor's records with respect to the foregoing, and (iii) the proceeds of all of the foregoing.

(c) "**Pledgor's Obligations**" shall mean (a) the full and faithful performance and observance by Pledgor of Pledgor's covenants and obligations under the Sublease and (b) the reimbursement to Pledgee upon demand of any and all reasonable documented costs and expenses

(including, without limitation, attorneys' fees and disbursements) actually paid or incurred by Pledgee in connection with the collection of any and all amounts due under, and/or with respect to the enforcement of, the Sublease and this Pledge Agreement.

Terms used herein which are defined in the Sublease and are not otherwise defined herein shall have the meanings set forth in the Sublease.

2. PLEDGE AND GRANT OF SECURITY INTEREST

As security for the prompt and unconditional payment and performance when due of Pledgor's Obligations to Pledgee, Pledgor hereby pledges, hypothecates, assigns, transfers and sets over to Pledgee, the Pledged Property, and grants to Pledgee a continuing security interest in the Pledged Property and the proceeds thereof.

3. REPRESENTATIONS, COVENANTS AND WARRANTIES

Pledgor hereby covenants, represents and warrants, that:

(a) The Pledged Securities are authorized, validly issued, fully paid and non-assessable capital stock of the Issuer;

(b) The Pledged Property is directly, legally and beneficially owned by Pledgor free and clear of all claims, liens, pledges and encumbrances or any kind, nature or description, except in favor of Pledgee;

(c) Other than under applicable securities laws and subject to Section 5(c) hereof, the Pledged Property is not subject to any restrictions relative to the transfer and Pledgor has the right to transfer and hypothecate the Pledged Property free and clear of any liens, encumbrances or restrictions, except as otherwise provided herein;

(d) The Pledged Property is duly and validly pledged to Pledgee and no consent or approval of any governmental or regulatory authority or of any securities exchange or the like, nor any consent or approval of any other third party is necessary to the validity of this Pledge Agreement which has not been obtained and a copy of which has not been furnished to Pledgee;

(e) During the term of this Pledge Agreement, if Pledgor shall receive, have registered in its name or become entitled to receive or acquire, or have registered in its name any stock certificate, option, or right with respect to the Pledged Property (including without limitation, any certificate representing a dividend or a distribution or exchange of or in connection with any reclassification of the Pledged Securities) whether as an addition to, in substitution of, or in exchange for any of the Pledged Property or otherwise, Pledgor agrees to accept same as Pledgee's agent, to hold same in trust for Pledgee and to deliver same forthwith to Pledgee or Pledgee's agent or bailee in the form received, with the endorsement(s) of Pledgor where necessary and/or appropriate powers and/or assignments duly executed to be held by Pledgee or Pledgee's agent or bailee subject to the terms hereof or if any of the foregoing is uncertificated, register the same with Pledgee's security interest; noted therein as further security for Pledgor's Obligations to Pledgee;

(f) During the term of this Pledge Agreement, Pledgor shall not directly or indirectly sell, assign, transfer, or otherwise dispose of, or grant any option with respect to the Pledged Property, nor shall Pledgor create, incur or permit any further pledge, hypothecation, encumbrance, lien, mortgage or security interest with respect to the Pledged Property; and

(g) So long as no default hereunder has occurred and is continuing, Pledgor shall have the right to vote and exercise all corporate rights and to receive cash dividends or real or personal property distributed by Issuer with respect to the Pledged Securities, provided that any stock of the Issuer, or any options with respect to stock of the Issuer, so distributed shall be subject to the security interest therein of Pledgee, as provided in subparagraph (e) above.

4. EVENTS OF DEFAULT

Pledgor's default under the Sublease shall constitute a default under this Pledge Agreement.

5. REMEDIES AFTER DEFAULT

Immediately upon the occurrence of a default hereunder, and during the continuance thereof, in addition to all other rights and remedies of Pledgee, whether provided under law, the Sublease or otherwise, Pledgee shall have the following rights and remedies which may be exercised without notice to, or consent by, Pledgor, except as such notice or consent is expressly provided for hereunder:

(a) Pledgee, at its option, shall be empowered to exercise its continuing right to instruct appropriate transfer agent of the Pledged Securities to register any or all of the Pledged Property in the name of Pledgee or in the name of Pledgee's nominee and Pledgee may complete, in any manner Pledgee may deem expedient, any and all stock powers, assignments or other documents heretofore or hereafter executed in blank by Pledgor and delivered to Pledgee and, in furtherance of the foregoing, Pledgor shall execute and deliver to Pledgee together herewith a Special Power of Attorney in the form of Exhibit 1 hereto and a Stock Power in the form of Exhibit 2 hereto. After said instruction and without further notice, Pledgee may exercise all voting and corporate rights with respect to the Pledged Securities and may exercise any and all rights of conversion, redemption, exchange, subscription or any other rights, privileges, or options pertaining to any shares of the Pledged Securities as if Pledgee were the absolute owner thereof including without limitation, the right to exchange, at its discretion, any and all of the Pledged Securities upon any merger, consolidation, reorganization, recapitalization or other readjustment with respect thereto. Upon the exercise of any such rights, privileges or options by Pledgee, Pledgee shall have the right to deposit and deliver any and all of the Pledged Securities to any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as Pledgee may determine, all without liability, except (i) for the gross negligence or willful misconduct of Pledgee, and (ii) to account for property actually received by Pledgee. However, Pledgee shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in doing so.

(b) Subject to subsection (c) below, in addition, to all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, after the occurrence of a default hereunder and during its continuation, Pledgee shall have the right, at any time and without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Pledgor, or any other person or entity (all and each of which demands, advertisements and/or notices are hereby expressly waived to the extent permitted by law), to proceed forthwith to collect, redeem, receive, appropriate, sell, or otherwise dispose of and deliver the Pledged Property or any part thereof in one or more lots at public or private sale or sales at any exchange, brokers board or at any of Pledgee's offices or elsewhere at such prices and on such terms as Pledgee may deem best. The foregoing disposition(s) may be for cash or on credit or for future delivery, with Pledgee having the right to purchase all or any part of said Pledged Property so sold at any such sale or sales, public or private, free of any right or equity of redemption in Pledgor, which

right or equity is hereby expressly waived or released by Pledgor. The proceeds of any such collection, redemption, recovery, receipt, appropriation, realization or sale, after deducting all costs and expenses of every kind incurred relative thereto or incidental to the care, safekeeping or otherwise of any and all Pledged Property or in any way relating to the rights of Pledgee hereunder (including, without limitation, appraisal, accountants, and attorneys' fees and legal expenses whether or not due) shall be applied to Pledgor's Obligations in such order and manner as determined by Pledgee in its sole discretion. Pledgor agrees that five (5) days prior notice by Pledgee, sent by certified mail, postage prepaid, designating the date after which a private sale may take place or a public auction may be held, is reasonable notification of such matters.

(c) All of Pledgee's rights and remedies, including but not limited to the foregoing amid those otherwise arising under this Pledge Agreement, the Sublease, the instruments and securities comprising the Pledged Property, applicable law or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively or concurrently as Pledgee may deem expedient. No failure or delay on the part of Pledgee in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. FURTHER ASSURANCES

Pledgor agrees that at any time, and from time to time, upon the request of Pledgee, Pledgor will execute and deliver such further documents and appropriate instruments of transfer in form reasonably satisfactory to counsel for Pledgee, and will take or cause to be taken such further acts as Pledgee may reasonably request in order to effect the purposes of this Pledge Agreement and perfect or continue the perfection of the security interest in the Pledged Property granted to Pledgee hereunder, in conformity with applicable law.

7. MISCELLANEOUS

(a) Beyond the exercise of reasonable care to assure the safe custody of the Pledged Property while held by Pledgee hereunder, Pledgee or Pledgee's agent or bailee shall have no duty or liability to protect or preserve any rights pertaining thereto and shall be relieved of all responsibility for the Pledged Property upon surrendering it to Pledgor.

(b) This Pledge Agreement shall remain in full force and effect until the satisfaction in full of all of Pledgor's Obligations and Pledgee shall execute and deliver all instruments as may be necessary or proper to return or release its security interest in the Pledged Property.

(c) No course of dealing between Pledgor and Pledgee, nor any failure or delay by Pledgee to exercise any right, power or privilege under this Pledge Agreement, the Sublease or under any of the other documents or agreements between Pledgor and Pledgee, shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any provision of this Pledge Agreement shall be effective unless the same shall be in writing and signed by Pledgee, and then such waiver shall be effective only in the specific instance and for the purpose for which given.

(d) This Pledge Agreement may not be changed, modified or amended, in whole or in part, except by a writing signed by Pledgor and Pledgee.

(e) The provisions of this Pledge Agreement are severable, and if any clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity

or unenforceability shall attach only to such clause or provision in any such jurisdiction or part thereof and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision in this Pledge Agreement in any jurisdiction.

(f) THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT WHETHER ARISING OUT OF, UNDER OR ANY REASON OF THIS PLEDGE AGREEMENT OR THE PLEDGED PROPERTY.

(g) This Pledge Agreement shall inure to the benefit of Pledgor and Pledgee and their respective successors, assigns, executors, administrators and personal representatives, and shall be binding upon Pledgor and its successors, assigns, executors, administrators and personal representatives until all of Pledgor's Obligations to Pledgee have been indefeasibly paid in full.

8. GOVERNING LAW

This Pledge Agreement and the obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to the conflicts of law principles of said State.

9. JURISDICTION

Pledgor hereby expressly submits and irrevocably consents in advance to the exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York, and of the United States District Court of the Southern District of New York to hear and determine any claims or disputes pertaining directly or indirectly to this Pledge Agreement or to any matter arising therefrom in any such action or proceeding and Pledgor waives any objection based on forum non conveniens and any objection to venue in connection therewith. In any such litigation, Pledgor waives personal service of the summons and complaint, or other process or notice of motion or other application or papers issued herein, and agrees that service of such summons and complaint, or other process or papers shall be made inside or outside the State of New York by registered or certified mail, return receipt requested, addressed to Pledgor at its address set forth above, together with simultaneous delivery of a copy thereof to Pledgor's counsel, or in such other manner as may be permissible under the rules of said Courts.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed and delivered on the day and year first above written.

PLEDGOR:

UNIVERSAL EXECUTIVE CENTERS, INC., a
New York corporation

By: _____
Name:
Title:

SCHEDULE A

PLEDGED SECURITIES

<u>Issuer</u>	<u>Class of Stock</u>	<u>Certificate Number Stock</u>	<u>Number of Shares</u>
Berkshire Hathaway Inc.	[Common]	[Various]	[]

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK
COUNTY OF NEW YORK

} ss.:

KNOW ALL MEN BY THESE PRESENTS, that **UNIVERSAL EXECUTIVE CENTERS, INC.**, a New York corporation, having a business address at 420 Lexington Avenue, Suite 300, New York, New York 10170 (hereinafter "**Pledgor**"), hereby appoints and constitutes **HARPERCOLLINS PUBLISHERS INC.**, a Delaware corporation, having a business address at 10 East 53rd Street, New York, New York 10022 (hereinafter "**Pledgee**") and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Pledgor at any time after the occurrence and during the continuance or a default under the Pledge Agreement (as hereinafter defined):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Pledgee in its reasonable discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of Pledgor in and to the Pledged Securities, as deemed in the Pledge Agreement, together with all cash dividends, stock dividends, redemptions, securities or substitutions, exchanges or other distributions now or hereafter pledged, assigned or otherwise transferred to Pledgee by Pledgor in, respect of the Pledged Securities and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Pledgee in its sole discretion, deems necessary or advisable to further the purposes described in Paragraph 1 hereof.

3. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto or referenced in the Pledge Agreement.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Stock Pledge and Security Agreement between Pledgor and Pledgee dated of even date herewith (the "**Pledge Agreement**") and may not be revoked until the termination of the Pledge Agreement.

Dated as of _____, 2009

PLEDGOR:

UNIVERSAL EXECUTIVE CENTERS, INC., a
New York corporation

By: _____
Name:
Title:

EXHIBIT 2

STOCK POWER

FOR VALUE RECEIVED, _____

PLEASE INSERT
TAX ID NUMBER OF ASSIGNEE

hereby sell, assign and transfer unto _____

(_____) Shares of the _____ Capital Stock of _____

_____ standing in my(our) name(s)

on the books of said Corporation represented by Certificate(s) No(s) _____

herewith, and do hereby irrevocably constitute and appoint _____

_____ attorney to transfer the

said stock on the books of said Corporation with full power of substitution in the premises.

Dated _____

In presence of
