

Lease Information: D.J.E. Capital Inc. at 708 Third Avenue	Tenant: D.J.E. Capital Inc.
	Landlord: Clemons Properties Partners L.P.

Property Information:

Property Name :	708 Third Avenue	City :	New York
Address 1 :		State :	NY
Address 2 :	5th & 6th floor	Zip :	10017
Suite/Store :		Country :	USA
Property Rentable SF :		Currency :	USD

Tenant Information:

Lease Status :	Active	Rentable SF :	
Space Use :	Office	Usable SF :	
Recovery Type :	Full Service Gross	Trade Name :	Grand Central Business Centers

Notes : None

Term Information:

Description	Lease Commencement	Rent Commencement	Expiration	Term	Cite
Current Term	10/21/2003	1/1/2004	12/31/2021	218 Months & 11 Days from the Commencement Date	1st Amd., Art.2(A) & (B)
Total Lease Term	10/21/2003	1/1/2004	12/31/2021	218 Months & 11 Days from the Commencement Date	1st Amd., Art.2(A) & (B)

Notes : Art.20: If the last day of the term of the Lease falls on Sunday, the Lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Rent Schedule: 6th Floor Premises

Rent Type	Begin Date	End Date	Monthly	Annual	SF	PSF/Year	Cite
Base Rent	1/1/2004	9/30/2006	\$26,187.50	\$314,250.00			1st Amd., Art.2(A)
Base Rent	10/1/2006	9/30/2011	\$51,041.67	\$612,500.00			1st Amd., Art.2(A)
Base Rent	10/1/2011	9/30/2016	\$55,416.67	\$665,000.00			1st Amd., Art.2(A)
Base Rent	10/1/2016	12/31/2021	\$59,791.67	\$717,500.00			1st Amd., Art.2(A)

Rent Schedule: 5th Floor Premises

Rent Type	Begin Date	End Date	Monthly	Annual	SF	PSF/Year	Cite
Base Rent	12/1/2004	5/31/2005	\$0.00	\$0.00			1st Amd., Art.3
Base Rent	6/1/2005	11/30/2006	\$24,062.52	\$288,750.24			1st Amd., Art.3
Base Rent	12/1/2006	11/30/2010	\$43,750.00	\$525,000.00			1st Amd., Art.2(B)
Base Rent	12/1/2010	11/30/2016	\$48,125.00	\$577,500.00			1st Amd., Art.2(B)
Base Rent	12/1/2016	12/31/2021	\$52,500.00	\$630,000.00			1st Amd., Art.2(B)

Notes : Art.39(A), 1st Amd., Art.2(A-B) & 6(A-B): Electric Charge for the Premises is included in Rent.

Expense Recoveries - CAM:

Begin Date	End Date	Type	Pro-rata share	Base Year	Cap
10/21/2003	12/31/2021	Full Service Gross	10.479%	See Notes	

Notes :

Rider, Art.37(B) & 1st Amd., Art.5: TT shall pay to LL, as additional rent, its PRS of Operating Costs over the Base Year, subject to a gross up of 100%. Base Year for the 6th Floor Premises shall be the calendar year 2003 and for the 5th Floor Premises shall be the calendar year 2005.

Expense Recoveries -Real Estate Taxes:					
Begin Date	End Date	Type	Pro-rata share	Base Year	Cap

10/21/2003	12/31/2021	Full Service Gross	10.479%	See Notes	
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Notes :

Rider, Art.37(A) & 1st Amd., Art.5: TT shall pay to LL, as additional rent, its PRS of Taxes over the Base Year. Base year for the 6th Floor Premises shall be 07/01/2003 - 06/30/2004, and for the 5th Floor Premises shall be 07/01/2005 - 06/30/2006.

Expense Recoveries -Insurance:					
Begin Date	End Date	Type	Pro-rata share	Base Year	Cap

10/21/2003	12/31/2021	Full Service Gross	10.479%	See CAM Notes	
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Notes :

Rider, Art.37(B): LL's insurance Costs is included in Operating Costs.

Renewal Options:				
Description	First Notice Date	Last Notice Date	Notice Period	Rent/Month

Renewal Notes : Lease is Silent

Termination Options:				
Description	First Notice Date	Last Notice Date	Notice Period	Fee

Termination Notes : Lease is Silent

Right to First Offer or Refusal : Lease is Silent

Right to Purchase : Lease is Silent

Right to Relocate : Lease is Silent

Lease Clauses:	
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Security Deposit : Art.32 & Rider, Art.50: TT shall pay to LL, an interest bearing security deposit of \$110,833.34.

Admin/Management Fee : Rider, Art.37(B)(2): Operating Costs includes industry standard management fee (percentage not mentioned).

Tenant Improvement Allowance : Rider, Art.47(A) & 1st Amd., Art.10: TT accepts the 6th Floor Premises in "as is" condition. LL shall advance up to the sum of \$600K to TT, for the 5th Floor Premises for TT's Work.

Rent Abatement/Free Rent : 1st Amd., Art.3: Rent for the 5th Floor Premises shall be fully abated for the first 6 months (12/01/2004 - 05/31/2005) of its term and reduced to \$24,062.52 for the next 6 months (06/01/2005 - 11/30/2005), thereafter.

Tenants Pro rata Share : Art.37 & 1st Amd., Art.5: 10.479% (5.2395% for each floor).

Alterations : Art.3 & Rider, Art.36: With LL's prior written consent, except for movable (not affixed to the floor and Building) office partitions and carpet installations and decorative work.

Assign/Sublet : Art.11, Rider, Art.35(8), 40 & 1st Amd., Art.11: With LL's prior written consent, except to Licensees. Within 20 days after receipt of TT's request for consent of such assignment or subletting, LL may terminate the Lease. TT shall pay to LL, as additional rent, any full amount of such excess received in connection with assignment or subletting. TT shall reimburse LL, for any reasonable costs, and reasonable attorneys fees and expenses incurred in connection with any assignment or sublease.

Tenant Audit Right : Rider, Art.37(C): If TT disputes LL's statement, TT or its accountants shall have the right, during business hours at LL's place of business in the City of New York, to examine LL's books and records with respect to the statement in dispute on not less than 10 days notice in writing to LL, such examination to take place be completed within a period of 90 days after such statement shall be submitted by LL to TT.

Estoppel : Lease is Silent

Governing Law : Rider, Art.38: Either party may elect, to have any dispute determined by the Supreme Court of New York County, under the New York Simplified Procedure for Court Determination of Disputes pursuant to Section 3031 of the Civil Practice Law and Rules of the State of New York.

Guarantor : Art.32(B), Guaranty Dtd. 10/16/2003, 1st Amd., Art.4 & Guaranty Dtd. 11/08/2007: Universal Executive Centers Inc.

Holdover : Rider, Art.54: Tenancy at 200% of the average Fixed Rent and additional rent payable per month during the last 6 months of the then current term.

Tenant Insurance : Art.9(h): TT shall maintain the following insurance: (i) Comprehensive general liability insurance policy or such successor comparable form of coverage in the broadest form then reasonably available (Liability Policy) written on "an occurrence basis", including, blanket contractual liability coverage, broad form property damage, independent contractor's coverage and personal injury coverage in amount no less than \$3M combined single limit per occurrence for bodily or personal injury (including death) and property damage combined; (ii) Fire Policy equal to the value of all LL's Work and TT's improvements and betterments and furniture, trade fixtures and other personal property.

Landlord Right of Entry : Art.12: LL or its agents shall have the rights (but shall not be obligated) to enter the Premises after reasonable prior notice (except in case of an emergency) to examine the Premises and to show the same to prospective purchasers or mortgagees of the Building at reasonable hours.

Late Fee : Rider, Art.53(B): Rent not paid for more than 5 business days when due, shall bear an interest on the over due amount at the rate of 5% in excess of the amortized rate of interest publicly announced from time to time by the JP Morgan Chase Bank or its successors, as its 'prime lending rate' calculated from the date due until paid.

Parking Requirements : Lease is Silent

Permitted Use : Art.2: For executive, general, and administrative office purposes and as an executive office suite offering office suites and services to business entities.

Repair and Maintenance by LL : Art.4: LL shall maintain and repair the public portions of the Building, both exterior and interior, and all Building Systems and shall make all structural repairs to the Building and the Premises.

Repair and Maintenance by TT : Art.4: TT shall take good care of the Premises and the fixtures and appurtenances and make all non-structural repairs thereto as and when needed to preserve them in good working order and condition.

Restoration/ Surrender : Art.20 & Rules & Regulation, Art.7: TT shall quit and surrender to LL the Premises (along with all keys), broom clean, in good order and condition, ordinary wear excepted.

Signage : Rules and Regulations, Art.5: No sign or other lettering shall be exhibited, inscribed, painted or affixed by TT on any part of the outside of the Premises or the Building or on the inside of the Premises if the same is visible from the outside of the Premises without the prior written consent of LL, except that the name of TT may appear on the entrance door of the Premises.

Utilities : Art.27, Rider, Art.39, 41 & 1st Amd., Art.6: LL shall provide elevator facilities, heating, water for ordinary lavatory purposes, plumbing, air conditioning, power systems or cleaning or other services to the Premises. LL shall install a water meter at TT's expense and TT shall pay water consumed as shown on said meter. LL shall furnish the electric charge to the Premises on charge to the Premises on a rent inclusion basis. The fixed rent includes \$52.5K for the value of electricity to be furnished to each of the Premises, subject to periodic adjustment. With prior approval of LL, TT shall have the option to arrange to purchase its electrical requirements directly from the utility company servicing the Building. If TT elects to order directly from the utility company, then the rent charges for electricity shall be deducted from fixed rent. TT shall pay LL the cost of removal of any of TT's refuse and rubbish from the Building other than ordinary office waste paper trash.

Condemnation : See Art.10 of Lease

Damage/ Destruction : See Art.9 of Lease

Events of Default : See Art.16, 18 & Rider, Art.52 of Lease

Hazardous Materials : See Rules and Regulations, Art.12 of Lease

Notice : See Art.26 of Lease

Rules and Regulations : See Art.31 and Rules and Regulation of Lease

SNDA : See Art.7 of Lease

Contact Information:

Contact Type	Company Name	Attention	Address
Landlord/ Payee	Clemons Properties Partners L.P.		708 Third Avenue, New York, NY 10017

Notes : 1st Amd., Pg 1 & Art.2(A-B)

Tenant D.J.E. Capital Inc. 708 Third Avenue, New York, NY 10017

Notes : 1st Amd., Pg 1

Documents Abstracted:

Document Type	Document Name	Dated
Lease	Agreement of Lease	10/21/2003
Other	Good Guy Guaranty Dated 10/16/2003 (Guaranty Dtd. 10/16/2003)	10/16/2003
Amendment	Lease Modification Agreement (1st Amd.)	11/30/2004

Other	Good Guy Guaranty Dated 11/08/2007 (Guaranty Dtd. 11/08/2007)	11/8/2007
Letter	Letter Dated 11/09/2007 (Ltr. Dtd. 11/09/2007)	11/9/2007

- Notes :**
1. Lease is not properly scanned.
 2. Missing Documents: Exhibit A (6th Floor Premises Plan) and Exhibit A-1 (5th Floor Premises Floor Plan) of Amendment is missing.
 3. Missing Clauses: Section 17 and 19 of the Lease are missing.

Abstract / Audit Information:

Date Prepared :	6/16/2015
Abstracted By :	REBO-A1-122
Reviewed By :	REBO-A1-51/42

Other Comments/Special Provisions:

1. **Area Discrepancy:** Premises SF is not mentioned in the Lease.
2. **Commencement Date:** Abstract has been prepared considering Execution Date 10/21/2003 as Commencement Date.

SAMPLE