

**COLLATERAL ASSIGNMENT OF LEASE
AND CONDITIONAL ASSUMPTION**

This Collateral Assignment of Lease and Conditional Assumption (this "Collateral Assignment") is dated this 23rd day of January, 2018 between **1270 OFFICE SUITES LLC**, ("Assignor"), located at 786 Walt Whitman Road, Melville, New York 11747, and **MANUFACTURERS AND TRADERS TRUST COMPANY**, ("Assignee"), located at 350 Park Avenue, New York, New York 10022, Attn: Jonathan S. Tolpin, Admin. Vice President, and consented to by **RCPI LANDMARK PROPERTIES, LLC**, as landlord ("Landlord"), located at c/o Tishman Speyer Properties, L.P., 45 Rockefeller Plaza, New York, New York 10111, Attn: Chief Legal Officer.

WITNESSETH:

WHEREAS, Assignor has requested that Assignee make loans or extend credit to Assignor;

WHEREAS, in order to induce Assignee to make such loans and extend such credit to Assignor, Assignor desires to assign to Assignee all of its right, title and interest as tenant under that certain lease (the "Lease") dated as of January 23, 2018, between Landlord and Tenant covering premises ("Premises") located on the 7th and 8th floors at 1270 Avenue of the Americas, New York, New York, as additional collateral security for the repayment of such loans and credit and all existing and future indebtedness and other obligations of any kind due or to become due from Assignor and/or any of its affiliates to Assignee and/or its affiliates (collectively, the "Indebtedness"); and

WHEREAS, pursuant to this Collateral Assignment, Assignee shall have the right, in connection with an Assumption (as hereinafter defined), to cure a default by Tenant under the Lease and arrange for a substitute tenant, which substitute tenant shall be a Related Entity (as defined in the Lease) of Assignee (herein, a "Designee") or a replacement tenant acceptable to Landlord in its sole discretion pursuant to the terms of the Lease (herein, an "Approved Replacement Tenant"), all as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the parties hereto agree as follows:

1. Assignment of Lease as Additional Collateral. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Lease as additional collateral to secure the Indebtedness. Notwithstanding this Collateral Assignment to the Assignee, only Assignor shall have the rights as tenant under the Lease, including the right to exercise any option under the Lease, unless and until the Lease is assumed by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment.

2. Assignor Liable. Notwithstanding this Collateral Assignment or any assumption of the Lease by Assignee or any other person or entity, and notwithstanding anything contained

in this Collateral Assignment to the contrary, Assignor shall remain liable for all payments due under, and for the observance, performance and compliance with all of the terms, covenants and conditions of, the Lease (as same may be from time to time amended, modified and/or assigned) to be paid, observed, performed or complied with by the tenant under the Lease, notwithstanding any renewal, amendment, modification or extension of the Lease, any assignment of the Lease or any interest therein or the subletting of all or portions of the Premises and Assignee, its Designee or an Approved Replacement Tenant shall not be liable for rent or any other obligation under the Lease until the Lease is assumed by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment.

3. No Modification of Lease.

(a) Without affecting Landlord's consent to this Collateral Assignment, nothing contained in this Collateral Assignment or in any other instrument, document or agreement, shall be deemed or construed (i) to increase, amend, modify or extend any of Landlord's obligations or liabilities under the Lease (as same may be from time to time amended, modified and/or assigned), at law or in equity, in any way whatsoever, (ii) to diminish, reduce, restrict, limit, forfeit or waive any of Landlord's rights or remedies under the Lease (as same may be from time to time amended, modified and/or assigned), at law or in equity, in any way whatsoever, (iii) to diminish, reduce, restrict, limit or waive any of the obligations or liabilities of the tenant under the Lease, and/or (iv) otherwise to amend, modify, waive, impair or affect any of the terms, covenants, provisions or conditions contained in the Lease, or to waive any breach thereof, or any right or remedy of Landlord against Assignor or Assignee.

(b) Notwithstanding anything contained in the Lease to the contrary, Landlord and Tenant acknowledge that any Material Modification requires the written consent of the Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. For the purposes of this Collateral Assignment, "Material Modification" means an agreement between Landlord and Tenant which (i) terminates the Lease, (ii) renews the term of the Lease, (iii) provides for the surrender of the Premises, or (iv) increases Tenant's monetary obligations under the Lease (other than to a de minimis extent) or increases Tenant's other obligations or liabilities under the Lease (other than to a de minimis extent), provided, however, that a "Material Modification" shall not include (x) the exercise by Landlord of any of its rights and remedies (including Landlord's right to terminate the Lease in the case of a default under the Lease or an Event of Default or in the case of a fire or other casualty or condemnation), (y) any amendment or modification of the Lease that is contemplated or provided for in the Lease (including the exercise of any right or option contained in the Lease to extend, renew or terminate same), or (z) any amendment or modification of the Lease which is required to comply with a Requirement or a provision of the Lease.

(c) Notwithstanding the foregoing and notwithstanding anything in the Lease to the contrary, provided there is an assumption of the Lease by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment, only the Assignee, its Designee or an Approved Replacement Tenant, as the case

may be, shall have the right to exercise the option to renew the term of the Lease pursuant to Article 29 of the Lease, in accordance with, and subject to, the applicable provisions of the Lease (as same may be from time to time amended, modified and/or assigned), to the extent the tenant under the Lease has the right to exercise said renewal option.

(d) Notwithstanding anything contained in Section 3(b) above, nothing contained in this Collateral Assignment shall affect any of Landlord's rights or remedies under the Lease (as same may be from time to time amended, modified and/or assigned), at law and in equity (including the right to terminate the Lease) with respect to an Event of Default under the Lease or any default in the observance, performance or compliance with any of the terms, covenants or conditions of the Lease (as same may be from time to time amended, modified and/or assigned) to be performed by the tenant thereunder.

(e) With the giving of any notice of default that Assignor may give to Landlord with respect to the Lease or the Premises, Assignor shall provide Assignee with a copy of such notice of default simultaneously as with delivery to Landlord, but Assignor's failure to do so shall not affect any of Landlord's rights or remedies.

(f) With the giving of any notice of default that Landlord may give to Assignor with respect to the Lease or the Premises, Landlord shall provide Assignee with a copy of such notice of default (such copy being herein referred to as an "Assignee Default Notice") at the same time Landlord gives such notice of default to Assignor pursuant to Article 15 of the Lease. In the case of an Event of Default (as such term is defined in the Lease; i.e., a default beyond applicable notice and cure periods), Landlord may exercise any or all rights and remedies available to it under the Lease or at law without further notice to, or consent by, Assignee.

4. Ability to Assign Lease. Assignor represents and warrants that it has the right to enter into and assign the Lease. Landlord hereby consents, without the payment of any additional monies in consideration for such consent, to the assignment of the Lease (as same may be from time to time amended, modified and/or assigned) to Assignee pursuant to this Collateral Assignment. Assignor hereby agrees that no further assignment of the Lease by Assignor shall be permitted without the written consent of Assignee.

5. Conditional Assumption/Assignment.

(a) Assignee, in its sole discretion, may elect to assume the obligations of the tenant under the Lease (as same may have been from time to time amended, modified, and/or assigned) from the date of assumption forward (the "Assumption"). The Assumption will only take effect upon the happening of the following events and conditions:

(i) The (x) occurrence of any breach, event of default, or other event that with the passage of time or giving of notice or both would constitute an event of default or breach by Assignor, under any of the Lease, any agreement between Assignor and Assignee, or any other obligation owing by Assignor to Assignee, (y) non-payment of all or any portion of the Indebtedness when due, or (z) breach of any of the obligations of Assignor hereunder;

(ii) The delivery of a written notice from Assignee to Landlord stating that Assignee, its Designee or an Approved Replacement Tenant, as the case may be, has elected to assume the Lease and that Assignee, its Designee or an Approved Replacement Tenant, as the case may be, will assume Assignee's obligations under the Lease and pay Landlord the past due rentals under the Lease as and to the extent provided in this Collateral Assignment (a "Notice of Assumption"), which Notice of Assumption, to be effective, shall be accompanied, in the case of an Assumption, by an assumption of lease agreement in form and content approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), pursuant to which Assignee, its Designee or an Approved Replacement Tenant, as the case may be, assumes all of the obligations and liabilities of the tenant under the Lease (as same may have been from time to time amended, modified, and/or assigned); and

(iii) Assignee, its Designee or an Approved Replacement Tenant, as the case may be, shall have cured all of the uncured monetary defaults of the tenant under the Lease, including defaults in the payment of Fixed Rent and Additional Rent and shall have cured or undertaken to have cured all of the uncured non-monetary defaults of the tenant under the Lease (other than the defaults described in Sections 15.1(e) and (f) of the Lease), in accordance with the applicable provisions of the Lease dealing with "tenant" defaults generally (including the applicable time periods to cure such defaults provided a timely Assignee Default Notice was sent to Assignee). The failure to cure any non-monetary defaults of the tenant under the Lease in accordance with the applicable provisions of the Lease dealing with "tenant" defaults generally (including the applicable time periods to cure such defaults) shall constitute a default on the part of the Assignee as tenant under the Lease and this Collateral Assignment, entitling Landlord to exercise any or all of its remedies. The parties acknowledge that some defaults may not be curable until Assignee has possession of the Premises, and in the case of such defaults the cure period shall not commence until Assignee first takes possession of the Premises, provided Assignee uses its best efforts to obtain possession of the Premises as soon as possible. Notwithstanding the foregoing, Landlord may exercise its rights under Article 16 of the Lease prior to Assignee obtaining possession of the Premises and, following an assumption of the Lease by Assignee in accordance with the provisions hereof, all amounts owed to Landlord pursuant said Article 16 shall be payable by Assignee to Landlord regardless of whether Assignee has obtained, or obtains, possession of the Premises.

(b) Neither the failure of Assignor to deliver possession of the Premises to Assignee (or to any person or entity claiming by, through or under Assignee), nor the Premises being in a condition that is in any way unacceptable to Assignee, (i) shall be a default by Landlord under this Collateral Assignment or the Lease, (ii) shall entitle Assignor or Assignee to terminate the Lease, (iii) shall be deemed an actual or constructive eviction, partial or total, of any portion of the Premises, (iv) shall entitle Assignor or Assignee to receive any abatement or diminution of Rent to claim or receive damages of any kind (including consequential damages), or to exercise any other right or remedy against Landlord, or (v) shall relieve or release Assignor or Assignee in any manner from any of their respective obligations under the Lease or this Collateral Assignment.

6. Real Property.

The Landlord acknowledges that it has been informed that Assignee has made and may continue to make substantial loans and/or monetary advances to Assignor, and that Assignee retains a first position perfected security interest in Assignor's assets. The parties acknowledge (a) that neither Assignee, nor any person or entity claiming by, through or under Assignee has, or will have, any security interest, lien or mortgage in, to or on the Real Property or any portion thereof, and (b) any security interest of Assignee relating to the Lease or the Premises shall be subordinate to Landlord's interest in the Real Property and any mortgage or similar instrument encumbering the Real Property.

7. Amendment. This Collateral Assignment shall not be amended or modified except in a writing signed by all of the parties hereto.

8. Term; Termination of Assignment. This Collateral Assignment shall continue in full force and effect until terminated in accordance with this Section 8. This Collateral Assignment shall terminate upon the expiration of the term of the Lease and otherwise, only upon receipt by Landlord and Assignor of written notice from Assignee stating that Assignor has indefeasibly paid and performed in full all of the outstanding Indebtedness.

9. Attorneys' Fees. Upon any exercise or enforcement of Landlord's rights hereunder, Assignor and/or Assignee shall pay Landlord any and all reasonable attorneys' fees and expenses incurred in connection therewith, which obligation shall be joint and several.

10. Waiver of Equity of Redemption. Assignor hereby knowingly, voluntarily and intentionally, having received the advice of counsel of its own selection, waives any right of redemption with respect to this Collateral Assignment and the exercise by Assignee of any rights hereunder.

11. WAIVER OF JURY TRIAL AND SETOFF. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE (A) RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH ARISING HEREUNDER. ASSIGNOR ALSO HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO INTERPOSE COUNTERCLAIMS OR SETOFFS OF ANY KIND AND DESCRIPTION IN ANY LITIGATION ARISING HEREUNDER OR TO COLLECT ANY OBLIGATIONS AND AGREES THAT ANY SUCH COUNTERCLAIM OR SETOFF WILL BE BROUGHT IN A SEPARATE PROCEEDING.

12. Successors. This Collateral Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and/or assigns.

13. Governing Law; Jurisdiction. This Collateral Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law rules. All disputes arising hereunder or relating hereto shall be brought and heard only in the state and federal courts located in New York, New York, and each party hereto agrees to the personal jurisdiction of such courts.

14. Entire Agreement. This Collateral Assignment (including any Schedules and Exhibits referred to herein and all supplementary agreements provided for herein) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and understandings of the parties hereto.

15. Intentionally Omitted

16. Consequential Damages. In no event shall Landlord be liable for, and Assignor and Assignee, on behalf of themselves and all other persons or entities claiming by, through or under Assignor or Assignee, hereby waive any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Collateral Assignment.

17. Transfer of Real Property; Limitation on Liability.

(a) Landlord's obligations under this Collateral Assignment shall not be binding upon the Landlord named herein after the sale, conveyance, assignment or transfer (collectively, a "Transfer") by such Landlord (or upon any subsequent landlord after the Transfer by such subsequent landlord) of its interest in the Building or the Real Property, as the case may be, and in the event of any such Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of Transfer, and the transferee of Landlord's interest (or that of such subsequent Landlord) in the Building or the Real Property, as the case may be, shall be deemed to have assumed all obligations under this Collateral Assignment arising from and after the date of Transfer.

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

18. Miscellaneous.

(a) Capitalized terms used in this Collateral Assignment which are not defined herein shall have the means ascribed to them in the Lease.

(b) This Collateral Assignment shall not be binding upon the parties hereto unless and until Landlord shall have executed and delivered a fully executed copy of this Collateral Assignment to Assignor and Assignee.

(c) If any provision of this Collateral Assignment, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Collateral Assignment or the application of such provision to any other person or entity or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(d) To the extent that Assignor or Assignee has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Assignor and/or Assignee, as the case may be, irrevocably waives such immunity in respect of its obligations under this Collateral Assignment.

(e) Unless Landlord delivers notice to Assignor and Assignee to the contrary, Landlord's Agent is authorized to act as Landlord's agent in connection with the performance of this Collateral Assignment, and Assignor and Assignee shall be entitled to rely upon correspondence received from Landlord's Agent. Assignor and Assignee acknowledge that Landlord's Agent is acting solely as agent for Landlord in connection with the foregoing; and neither Landlord's Agent nor any of its direct or indirect partners, members, managers, officers, shareholders, directors, employees, principals, agents or representatives shall have any liability to Assignor or Assignee in connection with the performance of this Collateral Assignment, and Assignor and Assignee each waives any and all claims against any and all of such parties arising out of, or in any way connected with, this Collateral Assignment, the Building or the Real Property.

(f) For purposes of this Collateral Assignment, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Collateral Assignment shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Collateral Assignment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Collateral Assignment or the intent of any provision hereof.

(g) This Collateral Assignment may be executed in 2 or more counterparts, including facsimile, PDF, and other electronic copies, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

(h) This Collateral Assignment and the obligation of Assignor and Assignee to pay Rent and to perform all of their respective other covenants and agreements under this Collateral Assignment shall not be affected, impaired or excused by any Unavoidable Delays.

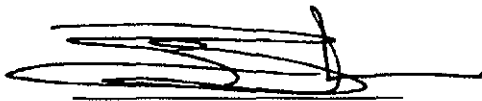
[Signatures contained on the following page]


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

WITNESS

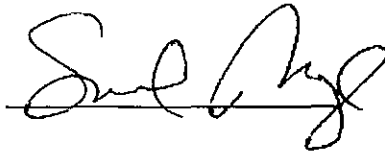
ASSIGNOR:
1270 OFFICE SUITES LLC


BY: BLACKFIELD OFFICE SUITES 1,
LLC, its managing member



By: 
Name: Ed Carnil
Title: CEO

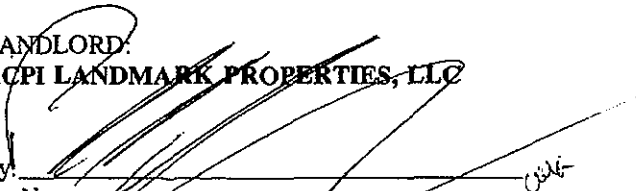
ASSIGNEE:
MANUFACTURERS AND TRADERS
TRUST COMPANY

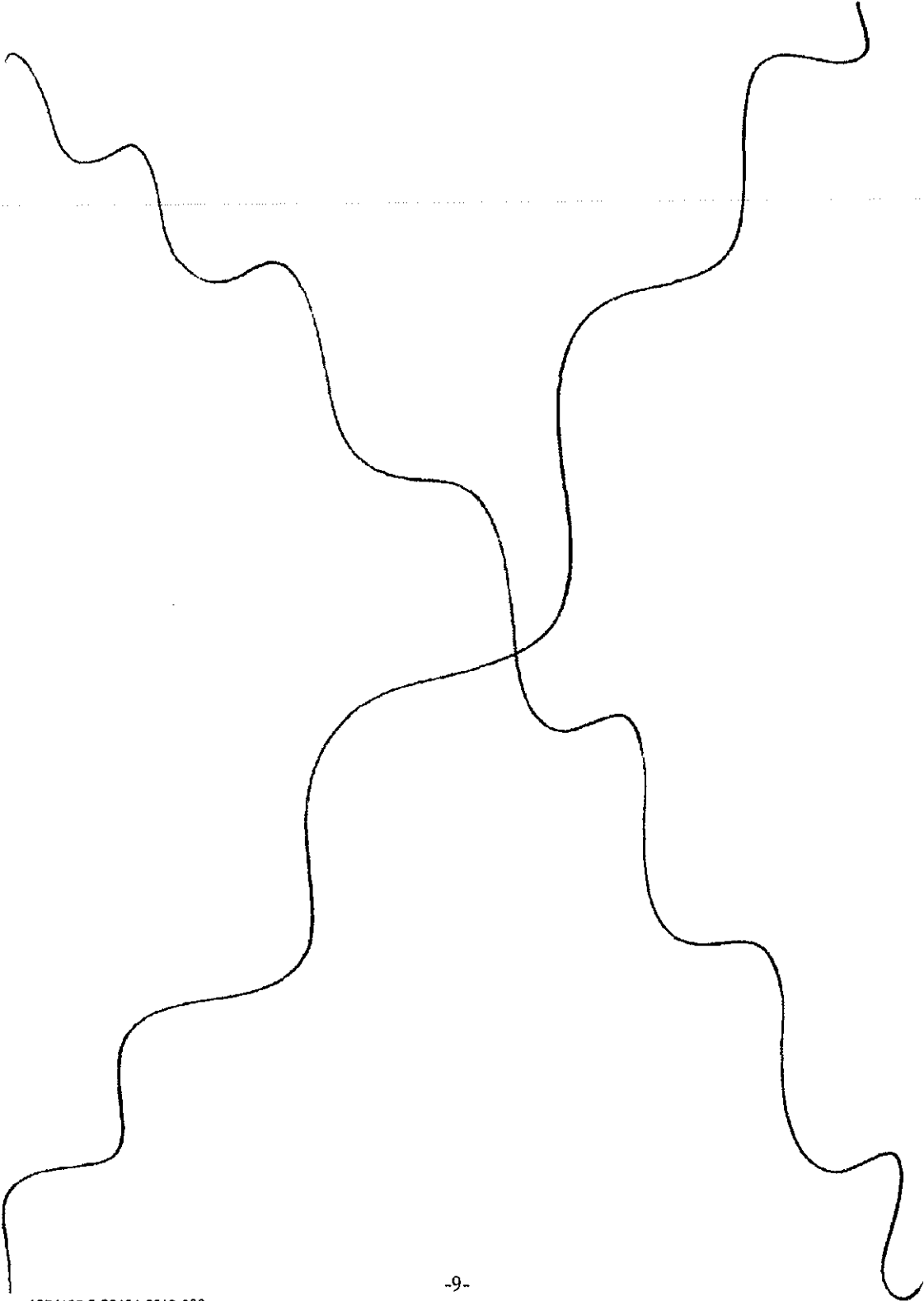


By: 
Name: Brian Dittendale
Title: Vice President

SUBJECT TO THE PROVISIONS OF THE ABOVE COLLATERAL ASSIGNMENT OF LEASE AND CONDITIONAL ASSUMPTION (THE "COLLATERAL ASSIGNMENT"), LANDLORD CONSENTS TO THE ASSIGNMENT OF THE LEASE IN ACCORDANCE WITH, AND SUBJECT TO, THE COLLATERAL ASSIGNMENT, IT BEING UNDERSTOOD AND AGREED, BY ASSIGNOR EXECUTING AND DELIVERING THE COLLATERAL ASSIGNMENT, THAT LANDLORD'S GRANTING OF THE FOREGOING CONSENT SHALL NOT BE DEEMED A WAIVER OF LANDLORD'S RIGHTS UNDER THE LEASE (AS SAME MAY BE FROM TIME TO TIME AMENDED, MODIFIED AND/OR ASSIGNED) TO CONSENT TO ANY FURTHER ASSIGNMENT OF THE LEASE (AS SAME MAY BE FROM TIME TO TIME AMENDED, MODIFIED AND/OR ASSIGNED) OR A SUBLETTING OF THE PREMISES OR ANY PORTION THEREOF:

LANDLORD:
RCPI LANDMARK PROPERTIES, LLC

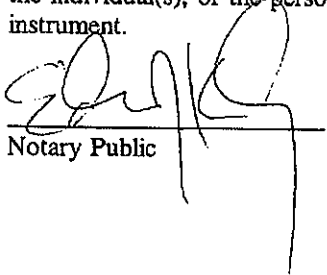
By: 
Name: Paul Gallano
Title: Senior Managing Director



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STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

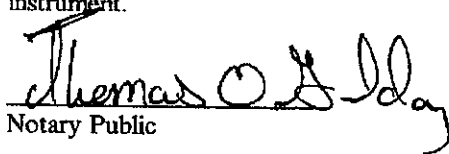
On this 25 day of Jan, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared Edward Camil, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

Edward J. Klinger Jr.
Notary Public State of New York
Commission No. 01KL5065576
Qualified in Nassau County
Commission Expires Sept. 9, 2018

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this 23rd day of January, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared Brian Dittendale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

THOMAS O. GILDAY
Lic. #01G16299789
Notary Public - State of New York
Qualified in Mont. County
COMM. EXP. 3/24/2015

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this 29 day of Jan, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared Paul Galano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

JESSICA L. IBURG
Notary Public, State of New York
No. 011B6142760
Qualified in Kings County
Certificate Filed in New York County
Commission Expires in March 20, 2022