

LT PROPCO LLC

Sublandlord

and

38TH STREET SUITES LLC

Subtenant

SUBLEASE

November ____, 2017

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SCHEDULE I – Prohibited Uses for Retail Portion Subleases

SCHEDULE II – SNDA dated June 26, 2013

EXHIBIT A – Overlease

SUBLEASE

AGREEMENT OF SUBLEASE (this "Sublease") dated as of the ___ day of November, 2017, by and between **LT PROPCO LLC**, a Delaware limited liability company having an office at 225 Liberty Street, New York, New York 10281 ("Sublandlord"), and **38TH STREET SUITES LLC**, a New York limited liability company, having an office at 369 Lexington Avenue, 2nd Floor, New York, New York 10017 ("Subtenant").

WHEREAS:

I. Sublandlord leases the entire building, as more particularly described in the Original Overlease (hereafter defined), located at 15-17 West 38th Street, New York, New York 10018 (the "Building"), pursuant to a Lease Agreement, dated as of April 25, 1984, by and between (a) Abner Properties Company, a New York limited partnership, as landlord ("Overlandlord"), and (b) Sublandlord (as successor by assignment from Federated Retail Holdings, Inc. (formerly known as The May Department Stores Company) and successor by merger to Associated Dry Goods Corporation), as tenant, as supplemented by that certain (i) Agreement dated April 25, 1984, (ii) Assignment of Leases dated April 25, 1984, (iii) Assignment of Lease Security dated April 25, 1984, (iv) Assignment of Contracts and Warranties dated April 25, 1984, (v) Letter dated April 25, 1984 and (vi) Agreement dated May 1, 1984 (collectively, the "Original Overlease"), and as amended by that certain Amendment of Lease, dated as of November 5, 2012 (the "Amendment") (with the Original Overlease, as amended by the Amendment, being hereinafter collectively referred to as the "Overlease", a copy of which Overlease is annexed as Exhibit A hereto); and

II. Subtenant desires to lease from Sublandlord, and Sublandlord desires to lease to Subtenant, the entire rentable portion of the Building, which is deemed to comprise approximately 77,153 rentable square feet and a total Building area (including the basement) of 81,398 square feet (the "Sublease Premises"), upon the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, conditions and agreements hereinafter contained, do hereby agree as follows:

W I T N E S S E T H :

1. Term.

A. Sublandlord hereby sublets the Sublease Premises to Subtenant, and Subtenant hereby hires the Sublease Premises from Sublandlord, for a term (the "Term") which shall commence on the date (the "Commencement Date") on which the last of the following events shall occur: (i) the mutual execution and delivery of this Sublease, (ii) the date that Sublandlord shall deliver possession of the Sublease Premises to Subtenant (x) vacant and free of all occupants, (y) with the Bridge Removal Condition having been satisfied (as such term is defined in the last sentence of this Subparagraph 1A) at Sublandlord's own cost and expense, and (z) with any asbestos or asbestos containing material (collectively, "ACM") known to Sublandlord as of the date hereof to be located in the Sublease Premises, and which ACM is required by legal requirements to be removed or encapsulated, having been either removed or encapsulated at Sublandlord's own cost and expense, (iii) the date that a written consent to this

Sublease executed by Overlandlord shall have been delivered to Subtenant (subject to the provisions of Subparagraph 1D below), and (iv) delivery to Subtenant of an Overlandlord NDA (which, at Overlandlord's election, may be incorporated into the provisions of Overlandlord's written consent to this Sublease, rather than being a separate agreement) executed by Overlandlord (subject to the provisions of, and as such term is defined in, Subparagraph 5D below), which Term shall end on April 29, 2034 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Sublease. For purposes hereof, the "Bridge Removal Condition" shall mean that the bridge currently connecting the Building with the building known as 424 Fifth Avenue, New York, New York shall (a) have been removed, (b) be in the process of being removed (with the performance of the removal work actually having begun; it being agreed that Sublandlord shall continuously and diligently perform such removal work until completion, subject to any delays that either are the result of an event beyond Sublandlord's reasonable control or are caused by, or resulting from, an act or omission of Subtenant or Subtenant's Agents, as such term is defined in Subparagraph 2C below), or (c) remain in place with the entrances on both sides of such bridge having been closed and sealed.

B. Sublandlord represents to Subtenant that, to the best of Sublandlord's knowledge (without any duty to conduct any investigation or make any inquiry), the Sublease Premises is, as of the date hereof, free of mechanics' liens and Material Violations (as such term is defined below). Notwithstanding anything to the contrary set forth in this Sublease, (i) Subtenant shall have no obligation to remove any mechanic's liens filed against or with respect to the Building arising from any work performed by or on behalf of Sublandlord or Overlandlord, (ii) in the event that Sublandlord is obligated to discharge any such mechanic's liens pursuant to the Overlease, Sublandlord shall discharge (by payment or bonding) the same within the time period required under the Overlease, and (iii) to the extent accruing or relating to any period prior to the Commencement Date, Sublandlord (and not Subtenant) shall be responsible for the removal of any Material Violations, other violations and/or fees in connection therewith relating to the Sublease Premises and the Building other than any violations arising from the acts or omissions of Subtenant or Subtenant's Agents; it being agreed, however, that, except as expressly set forth in Subparagraph 2C below, Subtenant shall not be entitled to any deduction, offset or abatement in Rent payable hereunder in connection with such Material Violations, other violations and/or fees.

C. If, following the Commencement Date, Subtenant is actually delayed in commencing, performing and/or completing (but solely in the absence of any act or omission of Subtenant or any of Subtenant's Agents preventing or delaying the completion of) Subtenant's initial alterations to the Sublease Premises proposed to be performed prior to Subtenant's initial occupancy thereof for the conduct of business operations thereat (collectively, "Subtenant's Initial Alterations") as the result of:

(i) the existence of one or more Material Violations filed against or with respect to the Building (even if the same was not posted of record until after the Commencement Date) that are not the result of any act or omission of Subtenant or any of Subtenant's agents, contractors, consultants, employees, subtenants, occupants and/or anyone claiming by, through or under Subtenant (collectively, "Subtenant's Agents"),

(ii) the discovery of any Hazardous Materials (as such term is defined in Paragraph 26 below) that were not introduced by Subtenant or any of Subtenant's Agents, or

(iii) Subtenant's inability, as the result of any actions or inactions (where Sublandlord has a duty to act) of Sublandlord, to obtain from any governmental authorities any permits for the commencement, performance or completion of Subtenant's Initial Alterations, which permits are then required so as to prevent a delay in the commencement, performance and/or completion of (but solely in the absence of any act or omission of Subtenant or any of Subtenant's Agents preventing or delaying the completion of) Subtenant's Initial Alterations,

then, except if the same shall be the result of an event beyond Sublandlord's reasonable control or a delay caused by, or an act or omission of, Subtenant or Subtenant's Agents, and (with respect to clauses (i) and (ii) above only) provided that Subtenant is then "prepared to immediately begin performing Subtenant's Initial Alterations" (as such phrase is hereinafter defined), as Subtenant's sole and exclusive remedy in connection therewith, following Subtenant's delivery of written notice to Sublandlord of the existence of such condition, (a) the Rent Commencement Date shall be postponed (and the Initial Rent Concession Period (as such terms are defined in Subparagraph 2F below) shall be extended) (X) in the case of clauses (i) and (iii) above, by one day for each day that Subtenant is so delayed in commencing, performing and/or completing (but solely in the absence of any act or omission of Subtenant or any of Subtenant's Agents preventing or delaying the completion of) Subtenant's Initial Alterations, and (Y) in the case of clause (ii) above, in accordance with the provisions of Paragraph 26 below, and (b) with respect to any Material Violations set forth in clause (i) above, Sublandlord shall cause any such Material Violations to be removed of record at Sublandlord's cost and expense. In the event that more than one of the foregoing conditions result in the postponement of the Rent Commencement Date as set forth in the immediately preceding sentence (or in Paragraph 26 below), such postponement shall reflect the aggregate actual delay of Subtenant's Initial Alterations without duplication. For purposes hereof, (x) the term "Material Violations" shall mean any violations issued by any governmental authorities that have a materially adverse impact on Subtenant's ability to commence, perform and/or complete (but solely in the absence of any act or omission of Subtenant or any of Subtenant's Agents preventing or delaying the completion of) Subtenant's Initial Alterations (excluding, however, any violations arising from the acts or omissions of Subtenant or Subtenant's Agents), and (y) Subtenant shall be deemed to be "prepared to immediately begin performing Subtenant's Initial Alterations" on the date that the last of the following conditions shall have been satisfied: (I) Sublandlord and Overlandlord shall have approved a complete set of plans and specifications for the performance of Subtenant's Initial Alterations, (II) Subtenant shall have submitted to the New York City Department of Buildings all plans, specifications and construction drawings necessary to obtain a construction permit for the performance of Subtenant's Initial Alterations, (III) the New York City Department of Buildings shall have issued a construction permit for the performance of Subtenant's Initial Alterations, (IV) all of the then necessary contractors and subcontractors shall have been engaged by (or on behalf of) Subtenant to the extent required for the timely performance and completion of Subtenant's Initial Alterations, and (V) such contractors and/or subcontractors shall be available to begin (or continue) the actual performance of Subtenant's Initial Alterations.

D. Sublandlord shall, upon execution of this Sublease, request Overlandlord's consent to this Sublease and (or including) the Overlandlord NDA. Subtenant acknowledges that Subtenant may be required to execute and deliver a consent agreement and/or Overlandlord NDA as a condition precedent to the execution thereof by Overlandlord. Subtenant

agrees that Subtenant shall promptly execute and deliver to Sublandlord such consent agreement and/or Overlandlord NDA. Any fees, costs or expenses imposed by Overlandlord in connection with Overlandlord's consent to this Sublease and/or Overlandlord NDA shall be timely paid by Sublandlord; provided, however, that any actual fees, costs or expenses imposed by Overlandlord in connection with Overlandlord's review of any proposed alterations, additions or improvements in the Sublease Premises that are submitted for approval in connection with Overlandlord's consent to this Sublease shall be timely paid by Subtenant. If, however, Overlandlord does not consent to this Sublease (and, if its provisions do not incorporate the Overlandlord NDA, Sublandlord does not deliver the Overlandlord NDA to Subtenant) within one hundred twenty (120) days after the date hereof, then (i) Sublandlord may elect to cancel this Sublease by giving notice to Subtenant after the expiration of said 120-day period, but prior to the giving and delivery to Subtenant of said consent by Overlandlord to this Sublease, and (ii) provided that Subtenant shall have reasonably and diligently cooperated in good faith to negotiate and obtain such consent and (or including) the Overlandlord NDA, Subtenant may elect to cancel this Sublease by giving notice to Sublandlord after the expiration of said 120-day period, but prior to the giving and delivery to Subtenant of said consent by Overlandlord to this Sublease. If Sublandlord or Subtenant shall have given notice of cancellation to the other party (in accordance with the provisions of this Subparagraph 1D), then: (i) Sublandlord shall not be obligated to take any further action to obtain Overlandlord's consent to this Sublease and/or the Overlandlord NDA, (ii) Sublandlord shall promptly refund to Subtenant the Fixed Rent paid by Subtenant, and return the Letter of Credit (as such term is defined in Paragraph 27 below) delivered to Sublandlord, at the execution of this Sublease, and (iii) this Sublease shall thereupon be deemed null and void and of no further force and effect, and neither of the parties hereto shall have any rights or claims against the other.

E. Sublandlord represents to Subtenant that, to the best knowledge of Sublandlord (without any duty to conduct any investigation or make any inquiry) and as of the date hereof, the Subordination, Non-Disturbance and Attornment Agreement dated June 26, 2013 annexed as Schedule II hereto is in full force and effect.

2. Annual Fixed Rent and Additional Rent.

A. (i) Subtenant covenants and agrees that, from and after the Commencement Date and through and including the Expiration Date, Subtenant shall pay to Sublandlord fixed rent ("Fixed Rent") for the Sublease Premises as follows:

(a) for the period beginning on the Commencement Date (subject, however, to the provisions of Subparagraph 2F below) and continuing through and including the day immediately preceding the first (1st) anniversary of the Commencement Date, an amount equal to Two Million One Hundred Sixty Thousand Two Hundred Eighty-Four and xx/100 (\$2,160,284.00) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$180,023.67;

(b) for the period beginning on the first (1st) anniversary of the Commencement Date and continuing through and including the day immediately preceding the second (2nd) anniversary of the Commencement Date, an amount equal to Two Million Two Hundred Three Thousand Four Hundred Eighty-Nine and 68/100 (\$2,203,489.68) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to

Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$183,624.14;

(c) for the period beginning on the second (2nd) anniversary of the Commencement Date and continuing through and including the day immediately preceding the third (3rd) anniversary of the Commencement Date, an amount equal to Two Million Two Hundred Forty-Seven Thousand Five Hundred Fifty-Nine and 47/100 (\$2,247,559.47) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$187,296.62;

(d) for the period beginning on the third (3rd) anniversary of the Commencement Date and continuing through and including the day immediately preceding the fourth (4th) anniversary of the Commencement Date, an amount equal to Two Million Two Hundred Ninety-Two Thousand Five Hundred Ten and 66/100 (\$2,292,510.66) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$191,042.56;

(e) for the period beginning on the fourth (4th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the fifth (5th) anniversary of the Commencement Date, an amount equal to Two Million Three Hundred Thirty-Eight Thousand Three Hundred Sixty and 88/100 (\$2,338,360.88) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$194,863.41;

(f) for the period beginning on the fifth (5th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the sixth (6th) anniversary of the Commencement Date, an amount equal to Two Million Six Hundred Ninety-Three Thousand Seven Hundred Forty and 09/100 (\$2,693,740.09) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$224,478.34;

(g) for the period beginning on the sixth (6th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the seventh (7th) anniversary of the Commencement Date, an amount equal to Two Million Seven Hundred Forty-Seven Thousand Six Hundred Fourteen and 90/100 (\$2,747,614.90) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$228,967.91;

(h) for the period beginning on the seventh (7th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the eighth (8th) anniversary of the Commencement Date, an amount equal to Two Million Eight Hundred Two Thousand Five Hundred Sixty-Seven and 19/100 (\$2,802,567.19) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to

Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$233,547.27;

(i) for the period beginning on the eighth (8th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the ninth (9th) anniversary of the Commencement Date, an amount equal to Two Million Eight Hundred Fifty-Eight Thousand Six Hundred Eighteen and 54/100 (\$2,858,618.54) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$238,218.21;

(j) for the period beginning on the ninth (9th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the tenth (10th) anniversary of the Commencement Date, an amount equal to Two Million Nine Hundred Fifteen Thousand Seven Hundred Ninety and 91/100 (\$2,915,790.91) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$242,982.58;

(k) for the period beginning on the tenth (10th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the eleventh (11th) anniversary of the Commencement Date, an amount equal to Three Million Two Hundred Eighty-Two Thousand Seven Hundred Eighteen and 73/100 (\$3,282,718.73) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$273,559.89;

(l) for the period beginning on the eleventh (11th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the twelfth (12th) anniversary of the Commencement Date, an amount equal to Three Million Three Hundred Forty-Eight Thousand Three Hundred Seventy-Three and 10/100 (\$3,348,373.10) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$279,031.09;

(m) for the period beginning on the twelfth (12th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the thirteenth (13th) anniversary of the Commencement Date, an amount equal to Three Million Four Hundred Fifteen Thousand Three Hundred Forty and 56/100 (\$3,415,340.56) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$284,611.71;

(n) for the period beginning on the thirteenth (13th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the fourteenth (14th) anniversary of the Commencement Date, an amount equal to Three Million Four Hundred Eighty-Three Thousand Six Hundred Forty-Seven and 37/100 (\$3,483,647.37) Dollars per annum (of which \$1.00 is allocated to the lease by

Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$290,303.95;

(o) for the period beginning on the fourteenth (14th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the fifteenth (15th) anniversary of the Commencement Date, an amount equal to Three Million Five Hundred Fifty-Three Thousand Three Hundred Twenty and 32/100 (\$3,553,320.32) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$296,110.03;

(p) for the period beginning on the fifteenth (15th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the sixteenth (16th) anniversary of the Commencement Date, an amount equal to Three Million Nine Hundred Thirty-Two Thousand Nine Hundred Ninety-Eight and 73/100 (\$3,932,998.73) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$327,749.89; and

(q) for the period beginning on the sixteenth (16th) anniversary of the Commencement Date and continuing through and including the Expiration Date, an amount equal to Four Million Eleven Thousand Six Hundred Fifty-Eight and 70/100 (\$4,011,658.70) Dollars per annum (of which \$1.00 is allocated to the lease by Sublandlord to Subtenant of the Furnishings located in the Sublease Premises on the Commencement Date), payable in equal monthly installments of \$334,304.89.

(ii) Fixed Rent shall be payable in equal monthly installments in advance on the first business day of each calendar month during the Term, without any deduction, offset, abatement, defense and/or counterclaim whatsoever, except as expressly set forth in this Sublease. Subtenant shall pay the first full monthly installment of Fixed Rent simultaneously with the execution and delivery of this Sublease, which payment shall be applied to the first full month of Fixed Rent following the Initial Rent Concession Period. The monthly installment of Fixed Rent payable on account of any partial calendar month during the Term, if any, shall be prorated. For purposes of this Sublease (and as between Sublandlord and Subtenant only), the term "business day" shall mean all days other than Saturdays, Sundays and all federal, state, municipal and bank holidays.

B. In addition to the Fixed Rent payable hereunder, Subtenant covenants to pay to Sublandlord, for periods occurring wholly or in part within the Term, as additional rent ("Additional Rent", and, together with the Fixed Rent, collectively, the "Rent"), without any deduction, offset, abatement, defense and/or counterclaim whatsoever (except as expressly set forth in this Sublease): (i) all "Impositions" that are required to be paid to Overlandlord pursuant to the provisions of Section 5.1 of the Overlease other than any taxes payable pursuant to the provisions of Paragraph 7 below, with the incorporation of Overlease terms as set forth in Paragraph 4 below ("Impositions"), except that such Impositions shall solely be payable in accordance with and subject to the provisions of Subparagraph 2G below; (ii) all other amounts that are required to be paid (excluding the fixed rent due under the Overlease) to Overlandlord (or, if required by the Overlease, any other parties) pursuant to the Overlease, including, without limitation, all amounts payable pursuant to Articles 4, 5 (other than

Impositions), 6, 8, 9, 10, 11, 14, 15, 16 and 17 of the Overlease, solely for periods occurring wholly or in part within the Term (plus any period during which Subtenant holds over in the Sublease Premises) as calculated in the manner provided for in the Overlease; and (iii) all other amounts that are required to be paid to Sublandlord pursuant to the provisions of this Sublease.

C. In the event that Subtenant fails to make timely payment to Sublandlord of any installment of Fixed Rent or Additional Rent, Subtenant shall pay to Sublandlord, as Additional Rent, interest thereon from the due date until such installment of Fixed Rent or Additional Rent, together with such interest thereon that has theretofore accrued, is fully paid at an annual rate (the "Interest Rate") equal to the lesser of: (a) the then prevailing prime rate (which, for the purposes hereof, includes any equivalent or successor interest rate, however denominated) of interest for unsecured ninety-day loans by Citibank, N.A. (or JP Morgan Chase, if Citibank, N.A. shall not then have an established prime rate; or the prime rate of any major banking institution doing business in New York City, as selected by Sublandlord, if neither of the aforementioned banks shall be in existence or have an established prime rate) plus four (4) percentage points, or (b) the maximum rate allowed by law. Any interest payable by Subtenant pursuant to this Sublease at the per annum Interest Rate shall be calculated from the day such expenditure is made or obligation is incurred until the date when such payment is finally and completely paid (i.e., both principal and interest) by Subtenant to Sublandlord.

D. In the event that Additional Rent is due under the Overlease with respect to any period that precedes the Commencement Date or follows the Expiration Date, Subtenant's obligations hereunder on account of such Additional Rent shall be appropriately prorated so that only those amounts of Additional Rent payable by Subtenant pursuant to the provisions of this Sublease are allocated to Subtenant.

E. Notwithstanding anything to the contrary contained in this Sublease, all sums of money, other than Fixed Rent, as shall become due and payable by Subtenant to Sublandlord under this Sublease shall be deemed to be Additional Rent, and Sublandlord shall have the same rights and remedies in the event of non-payment of Additional Rent as are available to Sublandlord for the non-payment of Fixed Rent.

F. Notwithstanding anything to the contrary provided in Subparagraph 2A above, Sublandlord hereby excuses Subtenant's obligation to pay Fixed Rent during (i) the first twelve (12) months of the Term (the "Initial Rent Concession Period"); with the day that immediately follows the end of the Initial Rent Concession Period being referred to herein as the "Rent Commencement Date", but subject to the postponement of the Rent Commencement Date and the extension of the Rent Concession Period pursuant to the provisions of Subparagraph 1C above), (ii) the first full calendar month immediately following the second (2nd) anniversary of the Commencement Date, (iii) the first full calendar month immediately following the third (3rd) anniversary of the Commencement Date, and (iv) the first full calendar month immediately following the fourth (4th) anniversary of the Commencement Date.

G. (i) For the purposes hereof, the terms set forth below shall have the definitions that immediately follow such terms:

(a) "Base Tax Year" shall mean the fiscal year commencing July 1, 2017, and ending June 30, 2018. Notwithstanding the foregoing, if the Commencement Date occurs on or after January 1, 2018, all references in this Sublease to the

“Base Tax Year” shall be deemed to refer to the “Base Tax Amount” (as hereinafter defined) (with the appropriate grammatical changes), so that (by way of example only) the reference at the beginning of subdivision (ii) of this Subparagraph 2G to “If for any reason whatsoever (whether foreseen or unforeseen), the Impositions applicable with respect to any Tax Year occurring (in whole or in part) during the Term shall be greater than the Impositions applicable with respect to the Base Tax Year”, shall be deemed instead to read “If, for any reason whatsoever (whether foreseen or unforeseen), the Impositions applicable with respect to any Tax Year occurring (in whole or in part) during the Term shall be greater than the Base Tax Amount”. For purposes hereof, the term “Base Tax Amount” shall mean the amount of Impositions with respect to calendar year 2018. The Base Tax Amount shall be determined by averaging the Impositions with respect to (i) the fiscal year commencing July 1, 2017, and ending June 30, 2018, and (ii) the fiscal year commencing July 1, 2018, and ending June 30, 2019. By way of example only, if the Impositions for the 2017/2018 fiscal year were \$100,000, and the Impositions for the 2018/2019 fiscal year were \$120,000, the Base Tax Amount would be equal to \$110,000.

(b) “Tax Year” shall mean every twelve (12) consecutive month period, all or any part of which shall occur during the Term, commencing each July 1 or such other date as shall be the first day of the fiscal tax year of The City of New York or other governmental agency determined by Sublandlord to be responsible for the collection of substantially all Impositions (the “Taxing Authority”).

(ii) If for any reason whatsoever (whether foreseen or unforeseen), the Impositions applicable with respect to any Tax Year occurring (in whole or in part) during the Term shall be greater than the Impositions applicable with respect to the Base Tax Year, Subtenant shall pay to Sublandlord, as Additional Rent for each such Tax Year, an amount equal to the amount by which the Impositions applicable with respect to such Tax Year exceeds the Impositions applicable with respect to the Base Tax Year.

(iii) Within a reasonable time period after the issuance by the Taxing Authority of tax bills for Impositions payable for any Tax Year, Sublandlord shall submit to Subtenant a statement (the “Tax Statement”) that shall indicate the amount, if any, required to be paid by Subtenant as Additional Rent as in this Subparagraph 2G(iii) provided. Alternatively, if, with respect to any Tax Year or installment due date thereof, Sublandlord shall believe that the Taxing Authority will not be issuing a tax bill for Impositions in a sufficiently timely manner so as to allow Sublandlord to receive the Tax Payment (as hereinafter defined) from Subtenant in accordance with the provisions of Subparagraph 2G(iv) below, then Sublandlord may render a Tax Statement to Subtenant based on Sublandlord’s good faith estimate of the relevant Impositions (which estimated amount shall not exceed 110% of the Impositions for the prior Tax Year; it being agreed, however, that such cap shall apply solely with respect to an estimated amount of Impositions due with respect to any Tax Year, and that no such cap shall apply with respect to the actual amount of Impositions due with respect to such Tax Year), subject to adjustment within a reasonably prompt time period following the date that the Taxing Authority shall actually issue the tax bill(s) pertaining to such Impositions. Simultaneously with Sublandlord’s submission to Subtenant of the Tax Statement (or, if not then available, promptly after the issuance by the Taxing Authority of the applicable tax bills), Sublandlord shall submit to Subtenant a copy of the relevant tax bill; provided, however, that Sublandlord’s failure to deliver a copy of any such tax bill to

Subtenant simultaneously with Sublandlord's submission to Subtenant of the Tax Statement shall not be deemed to be a default hereunder unless Sublandlord shall fail to deliver the same to Subtenant within thirty (30) days after Subtenant's written request therefor.

(iv) Subtenant shall pay to Sublandlord, as Additional Rent, the amount set forth on such Tax Statement (the "Tax Payment") in two (2) equal installments, with the first such installment due and payable on the June 1 immediately preceding the commencement of the Tax Year for which the Tax Statement is being rendered, and the second such installment due and payable on the immediately following December 1; provided, however, that if Sublandlord shall not have delivered a Tax Statement by May 20 immediately preceding the commencement of the Tax Year for which the Tax Statement is being rendered, then the installment of the Tax Payment otherwise due hereunder on the immediately following June 1 shall not be due until the tenth (10th) day after Sublandlord shall deliver said Tax Statement to Subtenant. In the event that the Taxing Authority shall change the time for the payment, or number of installments, of Impositions, or if any mortgagee of Sublandlord or Overlandlord shall require a periodic escrow payment on account thereof, the time when Subtenant's installments of the Tax Payment shall be due and payable to Sublandlord shall be similarly adjusted. Sublandlord represents to Subtenant that, to the best knowledge of Sublandlord (without any duty to conduct any investigation or make any inquiry) and as of the date hereof, there are no existing tax exemptions with respect to the Building.

(v) If, following the delivery of any Tax Statement, Sublandlord shall receive a refund of Impositions with respect to a Tax Year for which Subtenant has paid any Additional Rent under the provisions of this Subparagraph 2G, then the net proceeds of such refund, after deduction of reasonable legal fees, appraiser's fees and other expenses reasonably incurred in obtaining reductions and refunds and collecting the same (and after deduction of such expenses for previous Tax Years which were not offset by tax refunds for such Tax Years) shall be applied and allocated to the periods for which the refund was obtained and, if Subtenant shall not be in default of any of Subtenant's obligations under this Sublease (after notice of such default shall have theretofore been given to Subtenant), Sublandlord shall, within thirty (30) days after Sublandlord's receipt thereof, refund to Subtenant an amount equal to, or credit to Subtenant against the next installments of Fixed Rent due hereunder of an amount equal to, the net proceeds of such refund; provided, however, that if, at the time of such refund, Subtenant shall be in default (after Subtenant shall have theretofore been given notice of any such default) with respect to any of the obligations of Subtenant under this Sublease, then Subtenant's right to receive the net proceeds of such refund shall be deemed suspended until such time as Subtenant shall have cured such default within the applicable cure period. In no event shall any refund or credit due to Subtenant hereunder allocable to any particular Tax Year exceed the sum paid by Subtenant for such particular Tax Year. Sublandlord and Subtenant shall each be eligible to institute tax reduction or other proceedings to reduce the assessed valuation of the Building, subject to the provisions of Section 5.4 of the Overlease (which are incorporated by reference into this Sublease, but are modified hereby to permit both Sublandlord and Subtenant to institute such proceedings). If Sublandlord shall obtain or attempt to obtain a reduction in Impositions for any Tax Year, then Subtenant shall pay to Sublandlord, within fifteen (15) days following the issuance to Subtenant of a bill therefor, an amount equal to all out-of-pocket costs and expenses (including reasonable legal, appraisal, accountant and other expert fees (which reasonable legal fees may include customary contingent fees for matters of this type in

Manhattan) and costs related to the filing of real property income and expense statements (commonly known as "RPIE statements") in accordance with Section 11-208.1 of the Administrative Code of the City of New York or any successor statute) incurred by Sublandlord in obtaining or attempting to obtain such reduction, but in no event shall such costs and expenses exceed the benefit to Subtenant associated therewith. Prior to or simultaneously with Sublandlord's attempt (if any) to obtain such a reduction in Impositions, Sublandlord shall notify Subtenant thereof; provided, however, that Sublandlord's failure to deliver any such notice prior to or simultaneously with Sublandlord's attempt to obtain such reduction shall not be deemed to be a default hereunder unless Sublandlord shall fail to deliver a notice to Subtenant, within thirty (30) days after Subtenant's written request therefor, indicating whether or not Sublandlord intends to (or has already initiated an attempt to) obtain such reduction for the immediately preceding Tax Year.

(vi) If there shall be a reduction or refund of Impositions for the Base Tax Year, Sublandlord shall furnish to Subtenant a statement indicating the amount thereof, and all prior and future Additional Rent payments provided for in this Subparagraph 2G shall be recalculated accordingly. Any additional payment due for any Tax Year shall be made by Subtenant within fifteen (15) days after the furnishing to Subtenant of the revised statement.

(vii) Nothing contained in this Subparagraph 2G or any other provision of this Sublease concerning the payment of Additional Rent shall be construed so as to reduce the Fixed Rent below the amount set forth in Subparagraph 2A above.

(viii) Any payments due hereunder for any period of less than a full Tax Year at the commencement or end of the Term shall be equitably prorated. In the event of any change in the fiscal period constituting a Tax Year, Impositions levied during any transitional period shall be added to the first subsequent Tax Year for purposes of Subparagraph 2G. Any delay or failure by Sublandlord to render any statement under the provisions of this Subparagraph 2G shall not prejudice Sublandlord's right hereunder to render such statement for prior or subsequent periods. Any delay or failure by Sublandlord in making any request or demand for any amount payable by Subtenant pursuant to the provisions of this Subparagraph 2G shall not constitute a waiver of, or in any way diminish, the continuing obligation of Subtenant to make such payment; provided however, that Subtenant shall not be responsible for any Tax Payment attributable to any Tax Year that is first billed to Subtenant more than thirty-six (36) months after the date of expiration of such Tax Year (unless the reason for the delay in rendering a such request or demand is attributable to an act or omission of the governmental or quasi-governmental authority imposing the tax bill, in which case the foregoing 36-month limitation shall not commence until Sublandlord shall have been provided with the tax bill or other information that would allow Sublandlord to render such request or demand to Subtenant). All statements rendered by Sublandlord pursuant to the provisions of this Subparagraph 2G shall be deemed final and conclusive as to Subtenant, unless, within sixty (60) days following rendition of any such statement, Subtenant shall, in good faith and with specificity, notify Sublandlord that such statement contains mathematical error or other disputed item(s). Subtenant agrees that, notwithstanding any dispute as to the correctness of a statement (and pending resolution of such dispute), Subtenant shall timely pay to Sublandlord in full the amount shown to be due to Sublandlord on the disputed statement, without prejudice. If such dispute is resolved in Subtenant's favor,

Sublandlord shall either reimburse Subtenant for any overpayment or credit the amount of such overpayment against the next monthly installment of Fixed Rent payable under this Sublease. The obligations of Subtenant with respect to any payment required pursuant to the provisions of this Subparagraph 2G, and Sublandlord's reimbursement obligations in accordance with the provisions of this Subparagraph 2G, shall survive the expiration or sooner termination of the Term.

3. Use of the Sublease Premises. Subtenant shall use and occupy the Sublease Premises only for the uses permitted in accordance with the terms and conditions of the Overlease (the "Permitted Use"), and for no other purpose, and further covenants not to do any act that will result in a violation of the Overlease. Sublandlord shall not request a change or amendment to the Building's temporary or permanent certificate of occupancy if such change or amendment would have the result of prohibiting Subtenant's use of the Sublease Premises for the Permitted Use. Except as expressly set forth in Subparagraph 18G below, Subtenant shall not request any change or amendment to the Building's temporary or permanent certificate of occupancy.

4. Incorporation of Overlease Terms.

A. All capitalized and other terms not otherwise defined herein shall have the meanings ascribed to them in the Overlease, unless the context clearly requires otherwise.

B. Except as herein otherwise expressly provided, all of the terms, provisions, covenants and conditions contained in the Overlease are hereby made a part hereof, other than as set forth in Paragraph 8 below or elsewhere in this Sublease, and except to the extent that such terms, provisions, covenants or conditions of the Overlease are inapplicable or modified by Paragraph 8 below or other provisions of this Sublease. The rights and obligations contained in the Overlease are, during the Term of this Sublease, hereby imposed upon the respective parties hereto, with Sublandlord being substituted for "Landlord", and Subtenant being substituted for "Tenant", with respect to the Overlease; provided, however, that Sublandlord shall not be liable to Subtenant for any failure in performance resulting from the failure in performance by Overlandlord under the Overlease of the corresponding covenant of the Overlease, and Sublandlord's obligations hereunder are accordingly conditional where such obligations require such parallel performance by Overlandlord. Notwithstanding anything to the contrary contained in or omitted from Paragraph 8 below, it is expressly agreed that Sublandlord shall not be obligated to perform any obligation that is the obligation of Overlandlord under the Overlease. Sublandlord shall have no liability to Subtenant by reason of the default of Overlandlord under the Overlease. Subtenant recognizes that (x) Sublandlord is not in a position and shall not be required to render any services or utilities to, or to make or perform any repairs, maintenance, replacements, restorations, alterations, additions or improvements to, the Sublease Premises, whether or not required of Overlandlord by the terms of the Overlease, and (y) Sublandlord is not in a position to perform any of the obligations required of Overlandlord by the terms of the Overlease. Sublandlord agrees, however, to use reasonable efforts to enforce Sublandlord's rights against Overlandlord under the Overlease for the benefit of Subtenant upon Subtenant's written request therefor (and to forward (i) to Overlandlord any notices or requests for consent as Subtenant may reasonably request, and (ii) to Subtenant any responses from Overlandlord with respect to such notices or requests). Subtenant shall promptly reimburse Sublandlord for any and all actual costs that Sublandlord may incur in expending such efforts,

and Subtenant does hereby indemnify and agree to hold Sublandlord harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred by Sublandlord in expending such efforts. Nothing contained in this Subparagraph 4B shall require Sublandlord to institute any suit or action to enforce any such rights. Subtenant acknowledges that the failure of Overlandlord to comply with any of Overlandlord's obligations under the Overlease shall not entitle Subtenant to any abatement or reduction in Rent payable hereunder.

C. Wherever the Overlease refers to the "demised premises" or "premises", such references for the purposes hereof shall be deemed to refer to the Sublease Premises.

D. Wherever the Overlease refers to the "Lease" or "this lease", such references for the purposes hereof shall be deemed to refer to this Sublease.

E. Wherever the Overlease refers to the "fixed annual rent" or "fixed rent", such references for the purposes hereof shall be deemed to refer to Fixed Rent hereunder.

F. Wherever the Overlease refers to the "additional rent", such references for the purposes hereof shall be deemed to refer to Additional Rent.

G. Wherever the Overlease refers to the "rental" or "rent", such references for the purposes hereof shall be deemed to refer to the Fixed Rent and/or Additional Rent (as the context requires).

H. Wherever the Overlease refers to "notices" or any notice, demand, statement, consent, approval, request or any other communication between the parties thereto, such references for the purposes hereof shall be deemed to refer to a notice described in Subparagraph 14A of this Sublease.

I. Wherever the Overlease refers to an obligation commencing on the "Commencement Date", the "commencement of the Lease" or "commencement of the lease", such obligation shall be deemed to commence on the Commencement Date of this Sublease.

J. Sublandlord represents to Subtenant that, to the best knowledge of Sublandlord and as of the date hereof, the Overlease annexed hereto as Exhibit A and made a part hereof is a true and complete copy of the Overlease, except as to certain intentionally redacted or omitted provisions, which provisions are expressly made inapplicable to Subtenant and the Sublease Premises.

5. Sublease Subject to Overlease.

A. This Sublease is expressly made subject and subordinate to the Overlease and any renewals, extensions or modifications thereof, and to all of the terms and conditions thereof, and to all items and matters to which the Overlease is subject and subordinate. Sublandlord and Subtenant acknowledge and agree that, in accordance with the express provisions of Subsection 6.3(a) of the Overlease, the provisions of the immediately preceding sentence shall be self-operative and without the need for any further instruments of subordination. Subtenant hereby assumes and covenants that, throughout the Term, Subtenant

shall observe and perform all of the provisions of the Overlease (other than the provisions thereof that are (i) expressly excluded from incorporation by reference pursuant to the provisions of Paragraph 8 below, or (ii) modified pursuant to an express provision of this Sublease), to the extent applicable to the Sublease Premises, which are to be observed and performed by the tenant thereunder. Subtenant covenants that Subtenant shall not do any act, matter or thing that will be, result in, or constitute a violation or breach of or a default under the Overlease; it being expressly agreed to by Subtenant that any such violation, breach or default shall constitute a material breach by Subtenant of a substantial obligation under this Sublease. Subtenant hereby agrees that Subtenant shall indemnify and hold Sublandlord harmless from and against all claims, liabilities, penalties and expenses, including, without limitation, reasonable attorneys' fees and disbursements, arising from or in connection with any default by Subtenant in Subtenant's performance of those terms, covenants and conditions of the Overlease that are or shall be applicable to Subtenant, as above provided, and all amounts payable by Subtenant to Sublandlord on account of such indemnity shall be deemed to be Additional Rent hereunder and shall be payable upon demand. In any case where the consent or approval of Overlandlord shall be required pursuant to the Overlease, Sublandlord's consent shall also be required hereunder only if (a) Sublandlord's consent is expressly required pursuant to the provisions of this Sublease, (b) the consent or approval is in connection with alterations (as such term is defined in Paragraph 17 below), (c) the consent or approval is in connection with an assignment, subletting or other occupancy agreement or transfer, or (d) the consent or approval is in connection with anything that may (I) increase Sublandlord's monetary obligations hereunder or under the Overlease, (II) subject Sublandlord to any additional liability hereunder or under the Overlease, or (III) otherwise adversely affect any of Sublandlord's rights or obligations hereunder or under the Overlease.

B. Supplementing the provisions of Subparagraph 5A above, Subtenant agrees to be bound, for all purposes of this Sublease, by any modifications or amendments to the Overlease, subject to the provisions of the immediately following sentence. Sublandlord agrees not to (i) amend or modify the Overlease in any way that would (a) discriminate against Subtenant, (b) increase Subtenant's monetary obligations hereunder or increase (beyond a de minimis extent) Subtenant's non-monetary obligations hereunder, (c) shorten the Term hereof or decrease Subtenant's rights with respect to the Permitted Use of the Sublease Premises, or (d) which would otherwise adversely affect Subtenant's rights or obligations hereunder beyond a de minimis extent, or (ii) permit the same to be cancelled or terminated, in each case, without Subtenant's prior written consent, provided, however, that this Sublease shall be deemed terminated in the event that the Overlease is terminated in accordance with the self-operative provisions of Article 16 of the Overlease. Sublandlord represents to Subtenant that, to the best knowledge of Sublandlord (without any duty to conduct any investigation or make any inquiry) and as of the date hereof, (x) there are no pending actions, suits or proceedings (including, but not limited to, condemnation or similar proceedings) against Sublandlord with respect to the Building, and (y) Sublandlord has not received notice of any pending offer from any public authority having powers of eminent domain over the Building.

C. Subtenant acknowledges and agrees that this Sublease is expressly subject and subordinate to all of the terms, covenants, conditions and obligations on Sublandlord's part to be observed and performed under the Overlease, and the further condition and restriction that this Sublease shall not be further sublet by Subtenant in whole or in part, or

any part thereof suffered or permitted by Subtenant to be used or occupied by others, without complying with the provisions of the Overlease, including, without limitation, Article 6 thereof.

D. Sublandlord shall, upon execution of this Sublease, request a “non-disturbance” agreement from Overlandlord (the “Overlandlord NDA”), in the form used by Overlandlord (it being agreed that, at Overlandlord’s election, the provisions of the Overlandlord NDA may be incorporated into Overlandlord’s written consent to this Sublease, rather than being included in a separate agreement), which shall provide in substance that, so long as Subtenant is not in default with respect to any of Subtenant’s obligations under this Sublease after notice and the expiration of the applicable cure period, Subtenant shall not be evicted from the Sublease Premises, nor shall Subtenant’s leasehold estate or right to possession of the Sublease Premises be terminated or disturbed, by reason of any default by Sublandlord (as tenant) under the Overlease. Subtenant acknowledges that the Overlease does not obligate Overlandlord to deliver an Overlandlord NDA to Subtenant. Subtenant acknowledges that Subtenant may be required to execute and deliver the Overlandlord NDA as a condition precedent to the execution thereof by Overlandlord. Subtenant agrees to promptly execute and deliver to Sublandlord such Overlandlord NDA.

E. Subject to the last sentence of this Subparagraph 5E, Sublandlord shall, following notice that Overlandlord is obtaining any mortgage hereafter encumbering the Building (a “Future Mortgage”), request (provided that Subtenant shall reimburse Sublandlord, as Additional Rent within thirty (30) days after rendition of an invoice therefor, for all costs and expenses incurred by Sublandlord in connection therewith) that the lender of the Future Mortgage (which request may be made directly to such lender or its attorney if such lender or its attorney contacts Sublandlord directly, or otherwise may be made to Overlandlord) provide a subordination and “non-disturbance” agreement (the “Lender SNDA”), in the form used by such lender, which shall provide in substance that, so long as Subtenant is not in default with respect to any of Subtenant’s obligations under this Sublease after notice and the expiration of the applicable cure period, Subtenant shall not be evicted from the Sublease Premises, nor shall Subtenant’s leasehold estate or right to possession of the Sublease Premises be terminated or disturbed, by reason of any default by Overlandlord (as borrower) under the Future Mortgage or by reason of any foreclosure of any such Future Mortgage. Subtenant acknowledges that the Overlease does not obligate Overlandlord to deliver a Lender SNDA to Subtenant, and that, if Overlandlord shall not execute and deliver the same to Subtenant, then (i) this Sublease shall remain in full force and effect, and Subtenant’s obligations under this Sublease shall not be diminished or impaired in any way, (ii) this Sublease and all of Subtenant’s rights hereunder shall nonetheless be subordinate to the Future Mortgage, and (iii) Sublandlord shall no longer have any obligation to obtain the Lender SNDA from such lender, nor shall the same relieve or release Subtenant from any of the obligations of Subtenant under this Sublease. Sublandlord’s failure to request a Lender SNDA from a Future Mortgagee pursuant to the provisions of the first sentence of this Subparagraph 5E shall not be deemed to be a default hereunder unless Sublandlord shall fail to make such request after Subtenant’s written request therefor following notice that Overlandlord is obtaining a Future Mortgage; it being agreed, however, that Sublandlord shall not be deemed to be in default hereunder, and the provisions of clauses (i), (ii) and (iii) of the immediately preceding sentence shall apply, if such Future Mortgagee shall not execute and deliver a Lender SNDA to Subtenant following Sublandlord’s request therefor.

6. Electricity; Services; Repairs. A. Subtenant acknowledges and agrees that, pursuant to the provisions of Article 8 of the Overlease (which are incorporated by reference into this Sublease), (i) Subtenant shall obtain (or provide) and pay for all electricity, utilities and services used, rendered or supplied to the Sublease Premises or Building during the Term, (ii) Sublandlord shall not be responsible for obtaining (or the provision of) any electricity, utilities or services of any kind whatsoever to the Sublease Premises or Building during the Term, and (iii) the amount of Fixed Rent payable pursuant to the provisions of Subparagraph 2A above appropriately reflects the foregoing.

B. Subtenant acknowledges and agrees that, pursuant to the provisions of Article 10 of the Overlease (which are incorporated by reference into this Sublease), (i) Subtenant shall perform all maintenance of, repairs to, cleaning of, and trash removal from, the Sublease Premises and Building (including, without limitation, the sidewalks thereof) during the Term, (ii) Sublandlord shall not be responsible for any maintenance, repairs cleaning or trash removal of any kind whatsoever from or to the Sublease Premises or Building during the Term, and (iii) the amount of Fixed Rent payable pursuant to the provisions of Subparagraph 2A above appropriately reflects the foregoing.

7. Occupancy/Sales and Use Tax. If, from and after the Commencement Date, (i) any commercial rent tax (which, as of the date hereof, is imposed pursuant to Title 11, Chapter 7 of the New York City Administrative Code, as amended to date) and/or any other tax imposed by any governmental authority arising from the occupancy of the Sublease Premises by Subtenant or anyone claiming by, through or under Subtenant, or (ii) any sales and use tax shall be levied in connection with Subparagraph 16A below, then, in each case, Subtenant shall pay the same to the taxing authority not less than twenty (20) days before the applicable due date of each and every such tax payment. Solely for the purposes of Sublandlord's remedies in the event of a failure by Subtenant to timely pay any amounts required hereunder, such amounts shall be deemed to be Additional Rent. In the event that, as a result of a change in the requirements of the taxing authority, any such tax payments are required to be made to the taxing authority by Sublandlord rather than Subtenant, Subtenant shall pay the amounts of such tax payments to Sublandlord, as Additional Rent, not less than twenty (20) days before the applicable due date of each and every such tax payment.

8. Non-Applicability of Certain Provisions of the Overlease. The following provisions of the Overlease shall not be incorporated in this Sublease by reference, or shall be incorporated with the changes noted herein:

A. The references to "Landlord" in Section 12.2 of the Overlease (including, without limitation, with respect to the "Landlord" being the owner of alterations, improvements and "Building Equipment", as such term is defined in the Overlease) shall be to Overlandlord (and not to Sublandlord).

B. The following provisions of the Original Overlease shall not be incorporated in this Sublease by reference: the last paragraph of Article 2 (pertaining to the length of the term); the amounts of fixed rent payable under Article 3; Section 6.4; Article 26 and all other references to the "Broker"; all obligations to deliver a subordination, non-disturbance and recognition agreement under Article 23, but subject to the provisions of Subparagraphs 5D and 5E of this Sublease; the Overlandlord estoppel provisions of Article 20; the notice addresses set forth in Article 27; and Article 29 (pertaining to recording a memorandum of lease).

C. The following provisions of the Amendment: the first sentence of Section 2 (pertaining to the length of the term), Section 4 (pertaining to brokerage) and Section 9 (pertaining to recording a memorandum of the Amendment).

9. Assignment and Subletting. Modifying (to the extent of any inconsistency between such provisions and this Paragraph 9) the provisions of Article 6 of the Overlease, as such provisions are applicable to this Sublease:

A. Subtenant, on its own behalf and on behalf of its heirs, distributees, executives, administrators, legal representatives, successors and assigns, covenants and agrees that Subtenant shall not, by operation of law or otherwise: (i) assign, whether by merger, consolidation or otherwise, mortgage or encumber its interest in this Sublease, in whole or in part, or (ii) sublet, or permit the subletting of, the entire Sublease Premises or any part thereof, in each case, without complying with the provisions of Article 6 of the Overlease and obtaining the prior written consent of Sublandlord in each instance; provided, however, that Sublandlord's consent (a) shall be granted for Retail Portion Subleases that satisfy the RPS Consent Criteria (as such terms are defined in Subparagraph 9G below), (b) shall not be unreasonably withheld, conditioned or delayed with respect to any other assignment or subletting of the Sublease Premises (i.e., any assignment or subletting other than a Retail Portion Sublease that satisfies the RPS Consent Criteria), and (c) shall not be required for the use of the Sublease Premises by Permitted Members pursuant to Permitted Membership Agreements (as such terms are defined in Subparagraph 9C below). Provided that Subtenant shall not then be in default with respect to any provisions of the Sublease after notice and the expiration of the applicable cure period, Sublandlord shall not unreasonably withhold, condition or delay Sublandlord's consent to an assignment or subletting that shall have been consented to by Overlandlord. Any violation of the provisions of this Subparagraph 9A by Subtenant shall constitute a material default under this Sublease.

B. Subtenant shall reimburse Sublandlord, as Additional Rent within thirty (30) days after Sublandlord's written request therefor, for all actual and reasonable out-of-pocket costs (including, without limitation, all reasonable legal fees and disbursements, as well as the costs of making investigations as to the acceptability of the proposed assignee or subtenant) that may be incurred by Sublandlord in connection with a request by Subtenant that Sublandlord consent to any proposed assignment, sublease or sub-sublease; provided, however, that no such costs shall be due and payable by Subtenant with respect to an assignment or subletting that is expressly permitted "as of right" (i.e., without the need for any consent by Sublandlord) under the provisions of this Paragraph 9, except if and to the extent that any such costs are due and payable to Overlandlord pursuant to the provisions of the Overlease.

C. For purposes hereof, (i) "Permitted Membership Agreements" shall mean membership agreements that are in compliance with the provisions of Subparagraph 9D below with Subtenant's clients ("Permitted Members") for the purpose of allowing the Permitted Members to use portions of the Sublease Premises, which Permitted Membership Agreements shall not require Sublandlord's consent, such that Subtenant may operate a Flexible Workplace Center in the Sublease Premises, and (ii) a "Flexible Workplace Center" shall mean a business whose primary purpose is to provide office suites and shared office workplaces to Permitted Members (including, without limitation, general and executive offices and shared office space for Permitted Members, which shared office space may be divided into offices, work stations, small corporate suites, conference rooms, reception areas and other common space in accordance

with the requirements of Paragraph 18 of this Sublease and all applicable legal requirements), together with related ancillary services to Permitted Members and the guests and invitees of Permitted Members, which related ancillary services may include conference and meeting facilities and services for Permitted Members and their guests and invitees, administrative support, word processing, secretarial support, teleconferencing capabilities, high-speed broadband connectivity, virtual offices, furniture and customary office equipment usage, lounge areas and office pantry usage, but, in each case, only if and to the extent that the same are not in violation of the provisions of the Overlease (including, without limitation, the provisions of Article 7 thereof).

D. Subtenant acknowledges that the use of portions of the Sublease Premises by the Permitted Members shall in all respects be subject to the provisions of this Sublease, including, without limitation, the provisions of this Subparagraph 9D. Subtenant agrees that:

(i) Neither the Permitted Membership Agreement nor the Permitted Member's use and occupancy of all or a portion of the Sublease Premises shall be deemed to create a tenancy or any other interest in the Sublease Premises except a revocable license granted by Subtenant which shall cease and expire automatically upon the earlier of (a) the expiration or sooner termination of this Sublease, or (b) the expiration or sooner termination of the Permitted Membership Agreement of the Permitted Member;

(ii) Subtenant shall cause each Permitted Member to comply with the provisions of this Sublease and the Overlease applicable to such Permitted Member's use and occupancy of the Sublease Premises and the Building to the same extent Subtenant is obligated to so comply hereunder, and Subtenant shall not permit or suffer any Permitted Member to take any action or fail to take any action that would constitute a default under this Sublease or the Overlease;

(iii) All acts, omissions and operations of the Permitted Members shall be deemed acts, omissions and operations of Subtenant;

(iv) No Permitted Member shall perform any alterations or improvements to any portion of the Sublease Premises, except if the same are purely decorative and cosmetic in nature and do not require the consent of Overlandlord pursuant to the applicable provisions of the Overlease; and

(v) Each Permitted Membership Agreement shall (a) be, and shall each Permitted Membership Agreement shall specifically provide that it is, subject and subordinate to this Sublease, the Overlease and all mortgages on the Building or the land on which the Building is situated, and all of the terms, covenants, conditions and provisions thereof; (b) specifically provide that there is no relationship between Sublandlord and the Permitted Member thereunder, and under no circumstances is any Permitted Member allowed to directly contact Sublandlord for any reason; and (c) be for a term (which Permitted Membership Agreements may each be on a long-term or short-term basis) ending at least one (1) day prior to the Expiration Date.

E. Subject to the provisions of Subparagraph 9F below:

(i) If Subtenant is a corporation, the direct or indirect transfer and/or exchange of fifty (50%) percent or more (aggregating all prior transfers) of the shares of Subtenant or of the shares of any corporation of which Subtenant is a direct or indirect subsidiary, including transfers by operation of law and including a related or unrelated series of transactions, shall be deemed an assignment of this Sublease for purposes of this Paragraph 9.

(ii) If Subtenant is a partnership, the direct or indirect transfer of fifty (50%) percent or more (aggregating all prior transfers) of the partnership interests of Subtenant, including transfers by operation of law and including a related or unrelated series of transactions, shall be deemed an assignment of this Sublease for all purposes of this Paragraph 9.

(iii) If Subtenant is a limited liability company, the direct or indirect transfer of fifty (50%) percent or more (aggregating all prior transfers) of the membership interests of Subtenant, including transfers by operation of law and including a related or unrelated series of transactions, shall be deemed an assignment of this Sublease for all purposes of this Paragraph 9.

F. Notwithstanding the provisions of Subparagraph 9E above, as between Sublandlord and Subtenant only:

(i) Any direct or indirect transfer from Subtenant to a Subtenant Affiliate or a Subtenant Successor shall not be deemed an assignment of this Sublease for all purposes of this Paragraph 9 (and Sublandlord's consent shall not be required with respect thereto), provided that the applicable Subtenant Affiliate or Subtenant Successor shall continue to provide the Letter of Credit as Security hereunder (as such terms are defined in Paragraph 27 below) in accordance with the provisions of Paragraph 27 below.

(ii) For purposes hereof, the term "Subtenant Affiliate" shall mean any person or entity that controls or is controlled by, or is under common control with, Subtenant, with the word "control" (and, correspondingly, "controlled by" and "under common control with"), as used with respect to any person or entity, meaning the possession of the power to direct or cause the direction of the management and policies of such person or entity, as the case may be.

(iii) For purposes hereof, the term "Subtenant Successor" shall mean any of the following: (x) an entity that acquires more than fifty (50%) percent of the shares of Subtenant (if Subtenant is a corporation) or more than fifty (50%) percent of the beneficial or legal interests of Subtenant (if Subtenant is a business entity other than a corporation) in connection with the bona fide sale of Subtenant's business, or into which or with which Subtenant shall be merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of business entities, provided that (whether by operation of law or by effective provisions contained in the instruments of merger or consolidation) the liabilities of the business entities participating in such merger or consolidation are assumed by the entity surviving such merger or consolidation; or (y) an entity acquiring this Sublease and the Term hereof and the estate hereby granted, the goodwill and all or substantially all of the other property and assets of Subtenant, and assuming all or substantially all of the liabilities of Subtenant; or (z) any successor to a Subtenant Successor

becoming such by either of the methods described in clauses (x) and (y) above; provided that, in each case:

(a) such merger or consolidation, or such acquisition and assumption, as the case may be, shall be made for a good business purpose other than (and not principally for) the purpose of transferring the leasehold estate created hereby,

(b) immediately after giving effect to any such merger or consolidation, or such acquisition and assumption, as the case may be, the entity surviving such merger or created by such consolidation or acquiring such assets and assuming such liabilities, as the case may be, shall have net operating income or assets, capitalization and a net worth (as the case may be), as determined in accordance with generally accepted accounting principles and certified to Sublandlord by an independent certified public accountant, at least equal to the net operating income or assets, capitalization and net worth (as the case may be), similarly determined, of Subtenant on the date immediately preceding such merger or consolidation or such acquisition and assumption, and

(c) proof reasonably satisfactory to Sublandlord of such business purpose, assets, capitalization and net worth shall have been delivered to Sublandlord at least ten (10) days prior to the effective date of any such transaction unless such delivery is barred by a confidentiality agreement, in which event such delivery shall be effectuated within ten (10) days after the effective date of any such transaction.

(iv) A transfer of the interests of any business entity or the shares of any corporation or other business entity of which Subtenant is an immediate or remote subsidiary shall not be deemed to constitute a prohibited transfer of this Sublease (and Sublandlord's consent shall not be required with respect thereto), but only if (a) such transfer shall be made for a good business purpose other than (and not principally for) the purpose of transferring the leasehold estate created hereby, and (b) following such transfer, Subtenant shall continue to provide the Letter of Credit as Security hereunder in accordance with the provisions of Paragraph 27 below.

(v) The following shall not be deemed an assignment of this Sublease (and Sublandlord's consent shall not be required with respect thereto): (x) transfers by existing owners, members or partners of Subtenant to their "immediate family members" (as such term is defined below), and/or (y) transfers among existing owners, members or partners of Subtenant, as the case may be, but only if, in each case:

(a) following such transfer, Subtenant shall continue to provide the Letter of Credit as Security hereunder in accordance with the provisions of Paragraph 27 below,

(b) such transfer(s) is made for a legitimate business purpose, and not for the purpose of transferring this Sublease,

(c) there is no change in the day-to-day control and operation of Subtenant's business operations, and

(d) immediately after giving effect to any such transfer, the corporation or other business entity surviving such transfer shall have net operating income or assets, capitalization and a net worth (as the case may be), as determined in accordance with generally accepted accounting principles and certified to Sublandlord as being correct by an executive financial officer (or, if Subtenant is not a corporation, a principal) of Subtenant, at least equal to the net operating income or assets, capitalization and a net worth (as the case may be), similarly determined, of Subtenant immediately prior to such transfer.

(vi) For the purposes hereof, an "immediate family member" shall be deemed to be a spouse; a brother or sister of the whole or half-blood of such individual or his or her spouse; a lineal descendant or ancestor (including an individual related by or through legal adoption) of any of the foregoing; or a trust for the benefit of any of the foregoing. References to "spouse" herein shall be deemed to include domestic partners living together for at least ten (10) years.

G. Provided that Subtenant shall (a) not then be in default with respect to any of the provisions of the Sublease after notice and the expiration of the applicable cure period, and (b) have satisfied all of the other terms, conditions and requirements set forth elsewhere in this Paragraph 9, Sublandlord's reasonable determination with respect to the acceptability of any proposed Retail Portion Subleases (as hereinafter defined) shall take into consideration only the following criteria (the "RPS Consent Criteria"):

(i) The use of the proposed sub-sublease shall be for reputable retail use that is in keeping with the other reputable retail uses in midtown Manhattan in the vicinity of the Building; it being agreed, however, that

(a) in no event shall the Subleased Premises be used for any of the prohibited uses for Retail Portion Subleases set forth on Schedule I of this Sublease,

(b) the proposed sub-subtenant shall not be a school of any kind, or employment or placement agency or governmental or quasi-governmental agency, or a real estate brokerage office or medical office, and

(c) the proposed sub-subtenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity, and the proposed assignee or subtenant shall be subject to service of process in, and the jurisdiction of the courts of, the State of New York;

(ii) In the reasonable judgment of Sublandlord, the sub-subletting shall be to a reputable person, whose occupancy will be in keeping with the dignity and character of the then use and occupancy of the Sublease Premises, and whose occupancy will not be more objectionable or more hazardous than that of Subtenant herein;

(iii) The proposed sub-subtenant (and/or its principal(s), but only if and to the extent such principals are guarantors of the proposed sub-sublease) shall have, in the reasonable judgment of Sublandlord, sufficient financial worth to perform the obligations of the sub-subtenant under the proposed sub-sublease; and

(iv) The proposed sub-subletting shall not result in more than two (2) parties being in occupancy of the sub-subleased premises (or any portion thereof).

For purposes hereof, the term "Retail Portion Subleases" shall mean one or more sub-subleases of space in the Retail Front (as such term is defined in Section 18E below), which space may also include any directly contiguous basement, first and/or second floor space in the Building, provided that such space constitutes, in the aggregate, less than 10,000 rentable square feet.

10. Insurance.

A. Subtenant shall, at its own cost and expense, obtain, maintain and keep in force, from and after the date of this Sublease, for the benefit of Sublandlord, Subtenant, Overlandlord and such other parties as are named in the Overlease, all insurance that Sublandlord is required to maintain pursuant the Overlease (including, without limitation, the provisions of Article 14 thereof, as modified hereby), and all of the obligations of the "Tenant" under the Overlease with respect to insurance shall be deemed to be the obligations of Subtenant under this Sublease to both Overlandlord and Sublandlord.

B. Modifying the provisions of Article 14 of the Overlease, as such provisions are applicable to this Sublease: (i) the references in Subsection 14.1(a) of the Overlease to "\$3,000,000" shall each be replaced with "\$5,000,000", (ii) if and to the extent any alcoholic beverages are served or provided in the Sublease Premises to Permitted Members in compliance with all applicable laws and the provisions of the Overlease, at least \$10,000,000 of Host Liquor Liability coverage as a component of Subtenant's Comprehensive General Liability Insurance, with the Sublease Premises shall be included on the policy as an "insured location".

C. Notwithstanding anything to the contrary contained in Article 14 of the Overlease, Subtenant agrees to defend, indemnify and hold harmless Sublandlord, and the agents, partners, shareholders, directors, officers and employees of Sublandlord, from and against all damage, loss, liability, cost and expense (including, without limitation, engineers', architects' and attorneys' fees and disbursements) resulting from any of the risks referred to in this Paragraph 10 (i.e., the risks for which insurance is required to be carried pursuant to Article 14 of the Overlease). Such indemnification shall operate whether or not Subtenant has placed and maintained the insurance specified in this Paragraph 10, and whether or not proceeds from such insurance actually are collectible from one or more of Subtenant's insurance companies.

11. Brokerage. Each of Sublandlord and Subtenant represents and warrants to the other party that no broker other than Cushman & Wakefield, Inc. and BLACKRe (collectively, the "Broker") was instrumental in consummating this Sublease; and that no conversations or prior negotiations were had with any broker concerning the subletting of the Sublease Premises. Subtenant shall indemnify and hold Sublandlord harmless from and against any claims for brokerage commissions or similar fees claimed by any person or entity (other than the Broker) in connection with this Sublease. Sublandlord agrees to (i) pay the Broker all commissions and other fees to which the Broker may be entitled in connection with this Sublease

in accordance with one or more separate agreements between Sublandlord and the Broker, and (ii) indemnify and hold Subtenant harmless from and against any claims for brokerage commissions or similar fees claimed by (a) the Broker, or (b) any other broker who communicated or claims to have communicated only with Sublandlord (i.e., and not with Subtenant), in each case, with respect to the Sublease Premises.

12. Access and Entry. Supplementing the provisions of Section 10.4 and Article 25 of the Overlease, Subtenant hereby (i) acknowledges the rights granted to Overlandlord and other parties pursuant to Section 10.4 and Article 25 of the Overlease, (ii) agrees that neither Sublandlord nor Overlandlord shall have any liability to Subtenant in connection with the exercise of such rights in accordance with said Section 10.4 and Article 25, and (iii) agrees to cooperate with Overlandlord to the extent that Sublandlord, as tenant under the Overlease, is required to cooperate with Overlandlord pursuant to the provisions of said Section 10.4 and Article 25. In connection with the exercise of any such rights by Sublandlord (as opposed to Overlandlord), Sublandlord shall use commercially reasonable efforts to minimize interference with Subtenant's use and occupancy of the Sublease Premises.

13. Assignment of the Overlease. The term "Sublandlord" as used in this Sublease means only the tenant under the Overlease, at the time in question, so that, if Sublandlord's interest in the Overlease is assigned, Sublandlord shall be thereupon released and discharged from all covenants, conditions and agreements of Sublandlord hereunder accruing with respect to the Overlease from and after the effective date of such assignment, but such covenants, conditions and agreements shall be binding on the assignee, and such assignee shall be deemed to have assumed the covenants and obligations of Sublandlord under this Sublease (but subject to the provisions of Subparagraph 27A below with respect to Sublandlord's obligations with respect to the return of the Security), until thereafter assigned.

14. Notices and Cure Periods; Default and Remedies.

A. All notices hereunder to Sublandlord or Subtenant shall be given in writing and delivered by hand, national overnight courier or mailed by certified or registered mail, return receipt requested, to the addresses set forth below:

If to Sublandlord:

LT PROPCO LLC
225 Liberty Street
New York, New York 10281
Attention: Vice President, Real Estate Legal

If to Subtenant:

38TH Street Suites LLC
369 Lexington Avenue, 2nd Floor
New York, New York 10017
Attention: Chief Operating Officer

with a copy to:

Moshe Assis, Esq.
295 Madison Avenue, Suite 977
New York, New York 10017
Phone (212) 944-7654 x 230
(E-Fax) 212-401-4780

B. By notice given in the aforesaid manner, either party hereto may notify the other as to any change as to where and to whom such party's notices are thereafter to be addressed.

C. The effective date of any notice shall be the date such notice is delivered (or the date that such receipt is refused, if applicable).

D. In connection with the incorporation by reference of notice and other time limit provisions of the Overlease into this Sublease (and except with respect to actions to be taken by Subtenant for which shorter time limits are specifically set forth in this Sublease, which time limits shall control for the purposes of this Sublease), the time limits provided in the Overlease for the giving or making of any notice by the tenant thereunder to Overlandlord, the holder of any mortgage, the lessor under any ground or underlying lease or any other party, or for the performance of any act, condition or covenant or the curing of any default by the tenant thereunder, or for the exercise of any right, remedy or option by the tenant thereunder, are changed for the purposes of this Sublease, by shortening the same in each instance: (i) to forty-five (45) calendar days with respect to all such periods of sixty (60) or more calendar or business days, (ii) to twenty (20) calendar days with respect to all such periods of thirty (30) or more calendar or business days but less than sixty (60) calendar or business days, and (iii) by five (5) business days with respect to all such periods less than thirty (30) calendar or business days, except that, with respect to periods of ten (10) calendar or business days or less, the time period shall be reduced by two (2) business days; but in any and all events to a time limit enabling Sublandlord to give any notice, perform any act, condition or covenant, cure any default, and/or exercise any option within the time limit relating thereto as contained in the Overlease. Subtenant shall, immediately upon receipt thereof, notify Sublandlord of any notice served by Overlandlord upon Subtenant under any of the provisions of the Overlease or with reference to the Sublease Premises. Subtenant shall immediately furnish notice to Sublandlord of any action taken by Subtenant to cure any default under, or comply with any request or demand made by Overlandlord and/or Sublandlord in connection with, the Overlease (pertaining to the Sublease Premises) or this Sublease.

15. Binding Effect. The covenants, conditions and agreements contained in this Sublease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns (to the extent permitted hereunder).

16. Condition of the Sublease Premises.

A. It is understood and agreed that all understandings and agreements heretofore had between the parties are merged in this Sublease, which alone fully and completely expresses their agreements, and that the same are entered into after full investigation, neither party relying upon any statement or representation made by the other and not embodied in this Sublease. Notwithstanding anything to the contrary contained in the Overlease and/or this Sublease, Subtenant acknowledges that Subtenant has inspected the Sublease Premises and

agrees to accept vacant and “broom clean” possession of the Sublease Premises in “as is” and “where is” condition on the Commencement Date (subject to the provisions of Subparagraph 1A above), and, other than as expressly set forth in said Subparagraph 1A, Sublandlord is not required to make any contribution for work to be performed by Subtenant or perform work of any kind, nature or description to prepare the Sublease Premises for Subtenant’s occupancy. Notwithstanding the foregoing, but subject to the provisions of this Subparagraph 16A, Sublandlord shall deliver the Sublease Premises to Subtenant with (i) the furnishings located in the Sublease Premises on the Commencement Date (the “Furnishings”), and (ii) the air-conditioning unit located in the Sublease Premises on the Commencement Date (the “Existing Air-Conditioning Unit”). Sublandlord makes no representations as to the condition of the Furnishings, and Subtenant shall accept the Furnishings in “as-is” and “where is” condition on the Commencement Date. Sublandlord has made no representations of any kind with respect to the Existing Air-Conditioning Unit other than representing to Subtenant that the Existing Air-Conditioning Unit was last serviced in July, 2017, and that the Existing Air-Conditioning Unit was in good working order upon the completion of such servicing. Subject to the provisions of the immediately preceding sentence, Subtenant shall accept the Existing Air-Conditioning Unit in its “as-is” and “where is” condition on the Commencement Date. Sublandlord shall have no obligation to repair or replace any of the Furnishings or the Existing Air-Conditioning Unit. The Furnishings shall become Subtenant’s property, and Subtenant shall remove the Furnishings from the Sublease Premises on or before the expiration or sooner termination of the Term, failing which Sublandlord may do so at Subtenant’s cost. Sublandlord shall have no liability of any kind to Subtenant, and Subtenant’s obligations under this Sublease (including, without limitation, Subtenant’s obligation to pay Rent), shall not be affected by reason of any malfunctions or failure of the Existing Air-Conditioning Unit to operate. If any warranty related to the roof of the Building in favor of Sublandlord shall be in effect as of the Commencement Date, then, provided that such warranty shall permit assignment to Subtenant, Sublandlord shall assign such warranty to Subtenant.

B. Subtenant acknowledges and agrees that any and all alterations, installations, renovations or other items of work necessary to prepare the Sublease Premises for Subtenant’s initial occupancy shall be performed by Subtenant (subject to the provisions of Paragraph 18 below and the applicable provisions of the Overlease), at Subtenant’s own cost and expense. Subtenant shall have the right, at any time during the Term or upon the expiration or sooner termination thereof, to remove (at Subtenant’s own cost, and subject to any repair requirements arising from such removal pursuant to the provisions of Subparagraph 17A below) any trade fixtures installed by or on behalf of Subtenant in the Sublease Premises that are permitted to be so removed from the Building pursuant to, and in accordance with, the applicable provisions of the Overlease.

C. All costs relating to Subtenant’s occupancy of the Sublease Premises shall be borne solely by Subtenant, except if and to the extent that this Sublease shall expressly make such costs the responsibility of Sublandlord or Overlandlord.

D. Subtenant acknowledges and agrees that (a) the Sublease Premises is being delivered to Subtenant in “as is” and “where is” condition on the Commencement Date (subject to the provisions of Subparagraph 1A above), without Sublandlord making any representation or warranty regarding any particular per person density or the use of the Building as a Flexible Workplace Center, and (b) Sublandlord shall have no obligation to ensure that the

Sublease Premises may support any particular per person density or be used as a Flexible Workplace Center.

17. At End of Term. Modifying (to the extent of any inconsistency between such provisions and this Paragraph 17) the provisions of Article 19 of the Overlease:

A. (i) Upon the expiration or sooner termination of this Sublease, Subtenant shall vacate and surrender the Sublease Premises in the condition required pursuant to the provisions of Section 12.3 and Article 19 of the Overlease; provided, however that (a) Sublandlord shall not require Subtenant to remove or restore any alterations in the Sublease Premises made prior to the Commencement Date, and (b) Sublandlord shall not require the removal or restoration of any alterations in the Sublease Premises made after the Commencement Date, except if and to the extent that (x) Overlandlord shall require the removal or restoration thereof, and/or (y) such Subtenant's alterations constitute Specialty Alterations (as hereinafter defined) that Sublandlord requires Subtenant to remove by written notice to Subtenant in accordance with the provisions of Subparagraph 17A(iii) below. Without limiting the foregoing, Subtenant shall forthwith repair any damage to the Sublease Premises caused by any removal from the Sublease Premises of any of Subtenant's alterations therein or of any of Subtenant's furniture, moveable trade fixtures, improvements or any other property so removed from the Sublease Premises if and to the extent required under the Overlease.

(ii) For purposes hereof, (a) the term "Specialty Alterations" shall mean and include any alteration that is not an ordinary office installation, as reasonably determined by Sublandlord, and (b) the term "alteration" shall mean and include all installations, changes, alterations, restorations, renovations, decorations, replacements, additions, improvements and betterments made in or to the Sublease Premises or the Building, and shall include Subtenant's Initial Alterations. By way of example only, a kitchen (other than a typical office pantry for the exclusive use of Subtenant's employees, visitors and permitted subtenants and Permitted Members), cafeteria, raised floor, vault, safe, internal stairway, escalator or slab cut would each be deemed to be a Specialty Alteration (it being understood and agreed that the foregoing is merely a list of non-exclusive examples of a Specialty Alteration, and does not constitute, nor shall it be construed as, Sublandlord's or Overlandlord's consent to the installation thereof), but a private lavatory shall not be deemed to be a Specialty Alteration. If (x) at the time that Subtenant shall request Sublandlord's approval to the performance of an alteration, Subtenant shall also request (in a writing that accompanies Subtenant's Plans (as such term is defined in Subparagraph 18B below) for the proposed alteration, and which request is delivered to all parties entitled to receive notices to Sublandlord pursuant to Paragraph 14 above) that Sublandlord advise Subtenant whether such alteration constitutes a Specialty Alteration, and (y) Sublandlord shall not, at the time that Sublandlord shall respond to such alteration consent request, advise Subtenant that such alteration is a Specialty Alteration, then Sublandlord shall not have the right to thereafter determine that such alteration constitutes a Specialty Alteration.

(iii) In furtherance of the foregoing provisions of this Subparagraph 17A, not less than six (6) months prior to the expiration of the Term or within thirty (30) days after any earlier termination of the Sublease (but, in each case, subject to postponement of the delivery of such notice, if and to the extent that Overlandlord shall not have informed Sublandlord of any removal obligations prior to the time periods set forth in Section 12.3 of the Overlease, until the tenth (10th) day following Sublandlord's receipt of

notice from Overlandlord with respect to any removal obligations), Sublandlord shall deliver written notice to Subtenant advising Subtenant of the following: (a) any alterations made prior to the Commencement Date that Sublandlord is required to remove by Overlandlord (which alterations are not required to be removed by Subtenant in accordance with the provisions of clause (a) of Subparagraph 17A(i) above), (b) any alterations made after the Commencement Date that Overlandlord requires to be removed (which alterations are therefore required to be removed by Subtenant in accordance with the provisions of clause (x) of Subparagraph 17A(i) above), and (c) any Specialty Alterations made after the Commencement Date that Sublandlord requires to be removed (which Specialty Alterations are therefore required to be removed by Subtenant in accordance with the provisions of clause (y) of Subparagraph 17A(i) above); provided, however, that Sublandlord's failure to deliver such notice shall not be deemed to be a default hereunder unless Sublandlord shall fail to deliver the same to Subtenant within twenty (20) days after Subtenant's written request therefor (but, in each case, subject to postponement of the delivery of such notice, if and to the extent that Overlandlord shall not have informed Sublandlord of any removal obligations prior to the time periods set forth in Section 12.3 of the Overlease, until the tenth (10th) day following Sublandlord's receipt of notice from Overlandlord with respect to any removal obligations); it being agreed that in no event shall a failure to delivery such notice constitute a waiver of any of Sublandlord's rights under this Subparagraph 17A. In the event that Sublandlord is required to remove any alterations made prior to the Commencement Date as set forth in clause (a) of the immediately preceding sentence, Sublandlord shall have the right to enter the Sublease Premises, immediately following the delivery of written notice to Subtenant informing Subtenant of such removal obligations, to perform such removal obligations at Sublandlord's cost.

B. The parties recognize and agree that the damage to Sublandlord resulting from any failure by Subtenant to timely surrender possession of the Sublease Premises as aforesaid will be substantial and will exceed the amount of the monthly installments of the Fixed Rent payable hereunder. Subtenant therefore agrees that, if possession of the Sublease Premises is not surrendered to Sublandlord on the Expiration Date or sooner termination of this Sublease, then, in addition to any other right or remedy Sublandlord may have hereunder or at law or in equity, Subtenant shall pay to Sublandlord, for each month and for each portion of any month (prorated on a per diem basis with respect to any partial month) during which Subtenant holds over in the Sublease Premises after the Expiration Date or sooner termination of this Sublease, a sum equal to (i) for the first thirty (30) days after the Expiration Date or sooner termination of this Sublease that Subtenant holds over as aforesaid, one hundred fifty (150%) percent of the aggregate of the portion of the Fixed Rent and Additional Rent that were payable under this Sublease with respect to the last month of the Term, and (ii) from and after the thirty-first (31st) day after the Expiration Date or sooner termination of this Sublease that Subtenant holds over as aforesaid, two hundred (200%) percent of the aggregate of the portion of the Fixed Rent and Additional Rent that were payable under this Sublease with respect to the last month of the Term.

C. In addition to making all required payments under Subparagraph 17B above, Subtenant shall, in the event of Subtenant's failure to surrender the Sublease Premises in accordance with the provisions of Section 12.3 and Article 19 of the Overlease, as modified by this Paragraph 17 and in the manner aforesaid, also indemnify and hold Sublandlord harmless from and against any and all cost, expense, damage, claim, loss or liability resulting

from any delay or failure by Subtenant in so surrendering the Sublease Premises, including any consequential damages suffered by Sublandlord by reason of claims made by third parties, including, without limitation, any claims made by any succeeding occupant founded on such delay or failure, and any payments required to be made by Sublandlord to Overlandlord by reason of such delay or failure by Subtenant to surrender the Sublease Premises, and any and all reasonable attorneys' fees, disbursements and court costs incurred by Sublandlord in connection with any of the foregoing. Nothing herein contained shall be deemed to permit Subtenant to retain possession of the Sublease Premises after the Expiration Date or sooner termination of this Sublease, and no acceptance by Sublandlord of payments from Subtenant after the Expiration Date or sooner termination of this Sublease shall be deemed to be other than on account of the amount to be paid by Subtenant in accordance with the provisions of this Paragraph 17, which provisions shall survive the Expiration Date or sooner termination of this Sublease.

18. Subtenant's Alterations. Modifying (to the extent of any inconsistency between such provisions and this Paragraph 18) the provisions of Articles 12 and 13 of the Overlease that have been incorporated by reference into this Sublease:

A. Sublandlord shall have the same rights and obligations under this Sublease that Overlandlord has under Articles 12 and 13 of the Overlease (but subject to the provisions of Subparagraph 18B, 18C and 18H below), and Subtenant shall have the same rights and obligations under this Sublease that the "Tenant" has under Articles 12 and 13 of the Overlease. Subtenant shall reimburse Sublandlord, as Additional Rent within thirty (30) days after rendition of a reasonably detailed invoice therefor, for any costs payable by Sublandlord to Overlandlord and any actual out-of-pocket third-party (i.e., not in-house) expenses that may be incurred by Sublandlord in connection with a request by Subtenant that Sublandlord and/or Overlandlord consent to any proposed alteration.

B. Sublandlord shall review Subtenant's final plans and specifications for any alterations, additions, improvements, rebuilding restoration or other work requiring Sublandlord's and Overlandlord's consent that Subtenant desires to perform in or to the Sublease Premises within twenty (20) days after Subtenant shall have submitted to Sublandlord a complete set of such final plans and specifications (including architectural, electrical, sprinkler, fire alarm, lighting, mechanical, duct distribution and plumbing, if applicable), in detail sufficient to (x) enable the New York City Department of Buildings to issue a building notice or permit (if such issuance is required by all applicable legal requirements), and (y) identify all materials to be incorporated in such work (collectively, "Subtenant's Plans"); provided, however, that Subtenant shall not be required to identify the sub-composition of the primary materials to be incorporated in such work unless requested by Sublandlord or Overlandlord. Sublandlord shall notify Subtenant within said 20-day period (a) that Sublandlord consents to Subtenant's Plans, (b) that Sublandlord requires additional information or details in order to evaluate Subtenant's Plans, or (c) Sublandlord's reason(s) for refusing to consent to Subtenant's Plans and/or required revision(s) to Subtenant's Plans. Subtenant agrees that any review or approval by Sublandlord of any Subtenant's Plans is solely for Sublandlord's benefit, and without any representation or warranty whatsoever to Subtenant with respect to the adequacy, correctness or efficiency thereof or otherwise. The granting by Sublandlord of Sublandlord's approval of any Subtenant's Plans shall in no way constitute or be deemed to constitute (i) a judgment or acknowledgment by Sublandlord as to the compliance of such Subtenant's Plans with any applicable legal requirements, or (ii) the approval of such Subtenant's Plans by Overlandlord. If Sublandlord

shall fail to respond to Subtenant in connection with Subtenant's requested approval of such Subtenant's Plans within thirty (30) days after Sublandlord's receipt thereof (i.e., the aforesaid 20-day response period plus an additional period of ten (10) days), then Subtenant may deliver a second written notice to Sublandlord requesting Sublandlord's approval thereof. If Sublandlord shall fail to respond to Subtenant within ten (10) days after Sublandlord's receipt of said second notice, then, as Subtenant's sole remedy in connection therewith, Sublandlord shall be deemed to have approved such Subtenant's Plans, provided that such second notice shall have borne the following legend typed in bold, capital letters at the top: **"IF SUBLANDLORD SHALL FAIL TO RESPOND TO THIS REQUEST FOR APPROVAL WITHIN TEN (10) DAYS AFTER SUBLANDLORD'S RECEIPT OF THIS REQUEST FOR APPROVAL, SUBLANDLORD SHALL BE DEEMED TO HAVE APPROVED THE PLANS AND SPECIFICATIONS DELIVERED TOGETHER HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF SUBPARAGRAPH 18B OF THE SUBLEASE."** Subject to any approval of Subtenant's Plans as may be set forth (if at all) in Overlandlord's consent to this Sublease, Subtenant agrees that the provisions of this Subparagraph 18B shall apply only to Sublandlord (as opposed to Overlandlord), and Subtenant acknowledges that the Overlease does not obligate Overlandlord to review Subtenant's Plans within any specific time period, and that, if Overlandlord shall not review Subtenant's Plans within the time periods set forth in this Subparagraph 18B (or any other specific time period), Sublandlord shall have no liability to Subtenant in connection therewith.

C. Supplementing the provisions of Subsection 12.1(d) of the Overlease incorporated herein by reference (pertaining to the approval of Subtenant's architect and engineer), Sublandlord agrees that, subject to (x) the provisions of this Paragraph 18 and the applicable provisions of Articles 12 and 13 of the Overlease and (y) any approval of contractors and/or subcontractors as may be set forth (if at all) in Overlandlord's consent to this Sublease, Subtenant shall have the right to select contractors, subcontractors and materialmen of Subtenant's choosing, provided that the same shall have first been reasonably approved by Sublandlord in writing, which approval shall not be unreasonably withheld.

D. In any instance where Overlandlord shall withhold consent to an alteration in the Sublease Premises, then Sublandlord's consent to such alteration shall be deemed withheld, and Sublandlord shall not be deemed unreasonable in withholding such consent.

E. Subject to Subtenant's compliance with all applicable provisions of the Overlease and this Sublease (including, without limitation, (x) the submission to and prior approval by Overlandlord and Sublandlord of complete dimensioned architectural, mechanical, electrical and structural engineering drawings and specifications as applicable, material samples and shop drawings for the performance by Subtenant of the alterations hereinafter set forth prior to the commencement of any work, and (y) any removal and restoration required by Sublandlord or Overlandlord pursuant to the provisions of this Sublease or the Overlease), (i) Subtenant agrees (and Sublandlord acknowledges and agrees, in concept) that Subtenant's Initial Alterations shall include the installation of a code compliant fire sprinkler system on every floor of the Building and its basement as required by all legal requirements and building codes, and (ii) Sublandlord agrees, in concept, to permit Subtenant to (a) renovate the ground floor entrance and façade to include a retail front (the "Retail Front"), (b) to demolish the interior of the Sublease Premises and construct the same substantially in accordance with Subtenant's typical

space program, (c) add additional windows throughout the Building, (d) install Subtenant's own security system, (e) subject to Subtenant obtaining all necessary governmental approvals in connection therewith, install signage and/or branding on the exterior of the Building and in the lobby and other interior areas of the Sublease Premises (which signage and/or branding may, subject to obtaining all required Sublandlord, Overlandlord and governmental approvals as aforesaid in each instance (and with respect to all subsequent changes), display the trade name then being used by Subtenant and any Subtenant Affiliate), (f) subject to Subtenant's satisfaction of all Roof Alteration Requirements (as such term is defined in Subparagraph 18F below), install roof antennae and/or communications equipment for Subtenant's own use and the use of its permitted subtenants and Permitted Members only (and not for licensing of or use by others, such as communications providers), (g) construct an escalator, and (h) subject to Subtenant's satisfaction of all Roof Alteration Requirements, as well as complying with any reasonable safety and noise rules and regulations imposed by Sublandlord with respect the use thereof, construct a roof deck (with the foregoing clauses (a) through (h) being hereinafter referred to, collectively, as the "Conceptually Approved Alterations"), and the Conceptually Approved Alterations (other than the escalator, which Subtenant may, at the election of Sublandlord, be required to remove in accordance with the provisions of clause (y) of Subparagraph 17A(i) above) shall only be required to be removed and/or restored to the extent required under the terms of the Overlease (subject to any statement that may be set forth, if at all, in Overlandlord's consent to this Sublease to the effect that some or all of the Conceptually Approved Alterations shall not require removal and/or restoration at the expiration or sooner termination of the term of the Overlease). Subject to any approval of the Conceptually Approved Alterations as may be set forth (if at all) in Overlandlord's consent to this Sublease, Subtenant agrees that the conditional conceptual approval set forth in this Subparagraph 18E shall apply only to Sublandlord (as opposed to Overlandlord), and Subtenant acknowledges that the Overlease does not obligate Overlandlord to approve any of the Conceptually Approved Alterations, and that, if Overlandlord or any governmental authorities shall not approve the same, Sublandlord shall have no liability to Subtenant in connection therewith.

F. For purposes hereof, the term "Roof Alteration Requirements" shall mean that (i) Subtenant has obtained all necessary governmental approvals and insurance reasonably acceptable to Sublandlord in connection with the contemplated roof work, (ii) the contemplated roof work shall not damage the structural integrity of the roof or any other part of the Building, tear or damage the membrane of the roof, cause any leaks in the Building or adversely affect or void any warranty or guaranty applicable to the roof or the Building, (iii) the contemplated roof work shall not violate any zoning ordinance or other applicable laws, (iv) if Sublandlord or Overlandlord determines that any roof work performed by or on behalf of Subtenant resulted in any damage described in clause (ii) above, Subtenant shall promptly repair such damage in a manner determined by Sublandlord's or Overlandlord's engineer (as the case may be) in its sole and absolute discretion at the expense of Subtenant, and (v) Subtenant shall also indemnify and hold Sublandlord harmless from and against any and all liability and damages suffered by Sublandlord in connection with any such roof work and any damage described in clause (ii) above, except if and to the extent that such liability and damages shall be caused by the negligence of Sublandlord or by the negligence of Sublandlord's agents or employees. In no event may Subtenant rely on any such approvals as being a representation by Sublandlord that such installation and operation is permitted by or in accordance with any zoning ordinance or other law.

G. Sublandlord shall reasonably cooperate with Subtenant in connection with any application Subtenant may wish to make for an amendment to the certificate of occupancy for the Building that is consistent with a primarily office occupancy of the Sublease Premises in accordance with the provisions of Paragraph 3 above, and shall execute and deliver any applications, reports or related documents as may be reasonably requested by Subtenant in connection therewith, provided that the same shall be accomplished without Sublandlord being required to incur any expense thereby. If such cooperation by Sublandlord shall result in any cost or expense to Sublandlord (including reasonable attorney fees and disbursements), Subtenant shall nonetheless have the right to require Sublandlord's cooperation in connection therewith, provided that Subtenant shall reimburse Sublandlord for such actual reasonable out-of-pocket costs or expenses, as Additional Rent, within thirty (30) days after demand therefor. Subtenant shall also indemnify and hold Sublandlord harmless from and against any and all liability and damages suffered by Sublandlord in connection therewith, except if and to the extent that such liability and damages shall be caused by the negligence of Sublandlord or by the negligence of Sublandlord's agents or employees; it being agreed, however, that no negligence shall be imputed to Sublandlord or to Sublandlord's agents or employees for accepting all applications and related information submitted by Subtenant or by any employee, principal, officer, representative, contractor, expeditor, architect or agent of Subtenant as being factually correct and complete. Sublandlord makes no representation to Subtenant as to whether or when the New York City Building Department will issue any amended certificate of occupancy for the Building desired by Subtenant, and Subtenant agrees that (i) Sublandlord shall have no obligation to ensure that the New York City Building Department does issue such an amended certificate of occupancy, (ii) Sublandlord shall have no liability to Subtenant for any failure by the New York City Building Department to issue such an amended certificate of occupancy unless such failure is due to the negligence of Sublandlord or its agents, employees or persons within the control of Sublandlord, and (iii) the Overlease does not obligate Overlandlord to cooperate with Subtenant in connection with such an amended certificate of occupancy, and that, if Overlandlord shall not cooperate in connection therewith, Sublandlord shall have no liability to Subtenant in connection therewith.

H. Subject to Subtenant's compliance with all applicable provisions of the Overlease (including, without limitation, any consent required by Overlandlord thereunder) and this Sublease, as between Sublandlord and Subtenant only, Sublandlord's consent shall not be required if Subtenant's alterations (i) are non-structural, (ii) are made entirely within the Sublease Premises, are visible only within the Sublease Premises and do not affect or involve any portion of the Building's exterior, (iii) shall not affect any of the mechanical, electrical, sanitary and/or any other systems of the Building, and (iv) do not require the issuance of a building permit or any other governmental authorization. For purposes hereof, the term "non-structural" alterations shall mean any alterations performed by Subtenant (and not any subtenant or occupant of Subtenant) that do not in any manner affect: (a) the exterior, roof or foundation of the Building, (b) any floor and/or ceiling slabs (other than the carpeting or other floor covering affixed to the rough floor), the exterior walls of the Building (other than the interior surface of such exterior walls), any load bearing walls, any load bearing columns and/or any other supporting members or structural elements of the Building, or (c) any exterior glass, exterior windows and window frames of the Building.

19. OFAC. As an inducement to Sublandlord to enter into this Sublease, Subtenant hereby represents and warrants that Subtenant is not, and will not be, a person or

entity who is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the “USA Patriot Act”) and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, including persons and entities named on the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List. In connection with the foregoing, Subtenant expressly agrees that (i) any breach by Subtenant of the foregoing representation and warranty shall be deemed a default by Subtenant under this Sublease and shall be covered by the indemnity provisions of this Sublease (as the same are incorporated by reference from the Overlease), and (ii) the representation and warranty contained in this Paragraph 19 shall be continuing in nature and shall survive the expiration or earlier termination of this Sublease.

20. No Recording. Neither party shall have the right to record this Sublease or any memorandum thereof, and the same shall not be recorded, except as may otherwise be set forth (if at all) in Overlandlord’s consent to this Sublease.

21. Waiver of Trial By Jury. The respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant, Subtenant’s use or occupancy of the Sublease Premises, or for the enforcement of any remedy under any statute, emergency or otherwise. If Sublandlord commences any summary proceeding against Subtenant, Subtenant will not interpose any counterclaim of whatever nature or description in any such proceeding (unless failure to impose such counterclaim would preclude Subtenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Subtenant, but nothing contained in the foregoing shall preclude Subtenant from commencing a separate action against Sublandlord.

22. Miscellaneous.

A. This Sublease is made in the State of New York, and shall be governed by and construed under the laws thereof. This Sublease supersedes any and all other or prior understandings, agreements, covenants, promises, representations or warranties of or between the parties (which are fully merged herein). The headings in this Sublease are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. Whenever necessary or appropriate, the neuter gender as used herein shall be deemed to include the masculine and feminine; the masculine to include the feminine and neuter; the feminine to include the masculine and neuter; the singular to include the plural; and the plural to include the singular. This Sublease shall not be binding upon Sublandlord for any purpose whatsoever unless and until Sublandlord has delivered to Subtenant a fully executed duplicate original hereof.

B. The parties hereto agree that this Sublease is made, given, executed and delivered by the person executing this Sublease on behalf of Subtenant, as an officer of Subtenant, in such person’s capacity as an officer of Subtenant, and not in its personal capacity. Notwithstanding anything to the contrary contained in this Sublease, Sublandlord, for itself and

its successors and assigns, agrees that the aforementioned officer (or any principal, partner, shareholder, member or director of Subtenant) shall have any personal liability for satisfaction of any claim or demand of whatsoever nature under or with respect to this Sublease.

C. Sublandlord represents to Subtenant that, as of the date hereof and to the best of Sublandlord's knowledge (without any duty to conduct any investigation or make any inquiry), (i) the Building is a non-union building, (ii) no brokerage agreement (other than in connection with the Broker) or management contract exists with respect to Sublandlord's leasing or management of the Building, (iii) Sublandlord has not received notice of any impending condemnation plans relating to the Building, and (iv) no service contracts relating to the Building of which Sublandlord is a party (if any are in effect as of the Commencement Date) shall be binding upon Subtenant unless Subtenant elects, in Subtenant's sole discretion, to assume the same in writing.

23. Damage or Destruction. A. Modifying (to the extent of any inconsistency between such provisions and this Paragraph 23) and supplementing those provisions of Article 15 of the Overlease that have been incorporated into this Sublease, the references to "Landlord" in Subsection 15.2(a) of the Overlease (pertaining to the "Landlord" acting as the depository for insurance proceeds) shall be to Overlandlord (and not to Sublandlord), except in the event that Overlandlord does not elect (in Overlandlord's sole discretion) to act as the depository for insurance proceeds, in which event Sublandlord shall act as the depository in connection therewith.

B. Subtenant acknowledges and agrees that, pursuant to the provisions of Article 15 of the Overlease (which are incorporated by reference into this Sublease, as modified by Subparagraph 23A above), (i) Subtenant shall restore, repair, replace and/or rebuild the Sublease Premises and Building following any casualty resulting in damage or destruction to the Sublease Premises or the Building during the Term, (ii) Sublandlord shall not be responsible to restore, repair, replace or rebuild the Sublease Premises and Building in any way following any such casualty, and (iii) pursuant to the provisions of Subsection 15.2(f) (which are incorporated into this Sublease) of the Overlease, in the event of any such casualty, the provisions of this Sublease shall be unaffected and Subtenant shall remain and continue to be liable for all Rent hereunder, as though no damage by casualty had occurred.

24. Valid Authority. Subtenant hereby represents and warrants to Sublandlord that:

A. Subtenant (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) is duly qualified (if foreign) and authorized to do business in the State of New York (with a copy of evidence thereof to be supplied to Sublandlord upon request), and (iii) has the full right and authority to enter into this Sublease; and

B. The execution, delivery and performance of this Sublease by Subtenant: (i) has been duly authorized, (ii) does not conflict with any provisions of any instrument to which Subtenant is a party or by which Subtenant is bound, and (iii) constitutes a valid, legal and binding obligation of Subtenant.

25. Failure to Give Possession. If Sublandlord shall be unable to give possession of the Sublease Premises to Subtenant by any specified date, Sublandlord shall not be subject to any liability for failure to give possession on said date and the validity of this Sublease shall not be impaired under such circumstances, nor shall the same be construed to extend the term of this Sublease, but the Fixed Rent applicable to such portion of the Sublease Premises shall be abated (provided that Subtenant is not responsible for the inability to obtain possession) until Sublandlord shall have delivered possession to Subtenant. The provisions of this Paragraph 25 shall be considered an express agreement governing any case of Sublandlord's failure to deliver possession of the Sublease Premises, and any law now or hereafter in force which is inconsistent with the provisions of this Paragraph 25 shall have no application in such case.

26. Hazardous Materials. Subtenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be used, stored, transported, released, handled, produced or installed in, on or from the Sublease Premises or the Building; provided, however, that the foregoing prohibition shall not apply to standard office cleaning supplies in limited quantities, if and to the extent permitted by applicable legal requirements. The term "Hazardous Materials", as used herein, shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other substance or material included in the definition of "hazardous substances", "hazardous wastes", "hazard materials", "toxic substances", "contaminants" or any other pollutant, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, and the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing Acts. In the event of a violation of any of the foregoing provisions of this Paragraph 26, Sublandlord may, without notice and without regard to any grace or cure period contained elsewhere in this Sublease, take all remedial action deemed necessary by Sublandlord to correct such condition, and Subtenant shall reimburse Sublandlord for the cost thereof as Additional Rent within thirty (30) days after Sublandlord's written request therefor. If Subtenant shall discover any Hazardous Materials in the Sublease Premises in the course of performing Subtenant's Initial Alterations and/or any future alterations that (i) existed in, or were introduced into, the Sublease Premises on or before the Commencement Date, and (ii) are required by legal requirements to be removed or encapsulate, then, provided that Subtenant shall give Sublandlord written notice as to the existence of such Hazardous Materials within two (2) business days after its initial discovery and, as Subtenant's sole remedy in connection therewith, Sublandlord shall, at Sublandlord's own expense, promptly remove or encapsulate such Hazardous Materials so as to permit Subtenant to perform such future alterations (with such removal or encapsulation being hereinafter referred to as the "Remediation Process"). Sublandlord shall use commercially reasonable efforts (but shall not be obligated to use overtime or premium pay labor) to minimize interference (if any) with Subtenant's use and occupancy of the Sublease Premises arising from the Remediation Process. So long as Subtenant is not then in default with respect to any of Subtenant's obligations under this Sublease after notice and the expiration of the applicable cure period, the Rent Commencement Date shall be postponed (and the Initial Rent Concession Period shall be extended), or Fixed Rent and Additional Rent hereunder shall abate, as the case may be, during the Remediation Process to the proportionate extent that Subtenant is actually delayed in performing Subtenant's Initial Alterations and/or any future alterations as the result of being unable to (x) in the case of Subtenant's Initial Alterations, perform Subtenant's Initial

Alterations in any portion of the Sublease Premises (provided that Subtenant is then “prepared to immediately begin performing Subtenant’s Initial Alterations therein”, as such phrase is defined in Subparagraph 1C above) as a result of the existence of such Hazardous Materials until the earlier of the date that (A) the Remediation Process is complete with respect to any such portion, and (B) Subtenant resumes Subtenant’s Initial Alterations in such portion, and (y) in the case of any future alterations, perform such future alterations in any portion of the Sublease Premises (provided that Subtenant is then prepared to immediately begin performing such future alterations therein, which phrase shall have the same meaning as the phrase “prepared to immediately begin performing Subtenant’s Initial Alterations therein”, except that all references in the definition thereof to “Subtenant’s Initial Alterations” shall instead be deemed to refer to Subtenant’s relevant future alterations) as a result of the existence of such Hazardous Materials until the earlier of the date that (a) the Remediation Process is complete with respect to any such portion, and (b) Subtenant resumes such future alterations in such portion.

27. Security.

A. Upon the execution of this Sublease, but subject to the provisions of Subparagraphs 27B and 27D below, Subtenant shall deposit with Sublandlord the sum of Two Million One Hundred Sixty Thousand Two Hundred Eighty-Four and xx/100 (\$2,160,284.00) Dollars (which amount, as the same may be reduced in accordance with the express provisions of Subparagraph 27D below, shall hereinafter be referred to as the "Security Deposit Amount"), as security for the faithful performance and observance by Subtenant of all of the covenants, agreements, terms, provisions and conditions of this Sublease. Subtenant agrees that, if Subtenant shall default (beyond the expiration of any applicable notice and cure periods) with respect to any of the covenants, agreements, terms, provisions and conditions that shall be the obligation of Subtenant to observe, perform or keep under the terms of this Sublease, including the payment of the Fixed Rent and Additional Rent, Sublandlord may use, apply or retain the whole or any part of the security being held by Sublandlord (the "Security") to the extent required for the payment of any Fixed Rent and Additional Rent, or any other payments as to which Subtenant shall be in default beyond the expiration of any applicable notice and cure periods or for any monies which Sublandlord may expend or may be required to expend by reason of Subtenant's default in respect of any of the covenants, agreements, terms, provisions and conditions of this Sublease beyond the expiration of any applicable notice and cure periods, including any damages or deficiency in the reletting of the Sublease Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Sublandlord. Sublandlord shall not be required to so use, apply or retain the whole or any part of the Security so deposited, but if the whole or any part thereof shall be so used, applied or retained, then Subtenant shall, upon demand, promptly deposit with Sublandlord an amount equal to the amount so used, applied or retained, so that Sublandlord shall have the entire Security Deposit Amount on hand at all times during the Term. In the event that Subtenant shall not then be in default after notice and the expiration of the applicable cure period of any of the terms, provisions, covenants, agreements and conditions of this Sublease, the Security shall be returned to Subtenant after the later to occur of (a) the Expiration Date, and (b) delivery of exclusive possession of the entire Sublease Premises to Sublandlord. In the event of an assignment of Sublandlord's interest in, under or to this Sublease: (i) Sublandlord shall transfer the Security to the assignee or lessee or transferee, and (ii) so long as Sublandlord shall cause such assignee or lessee or transferee to assume in writing all of Sublandlord's then executory obligations under this Sublease, (x) Sublandlord shall thereupon be released by Subtenant from

all liability for the return of such Security, and (y) Subtenant agrees to look solely to Sublandlord's successor for the return of said Security; it being agreed that the provisions hereof shall apply to every transfer or assignment made of the Security to a new Sublandlord. Subtenant further covenants that Subtenant will not assign or encumber or attempt to assign or encumber the monies deposited herein as Security, and that neither Sublandlord nor Sublandlord's successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. It is expressly understood that Subtenant shall not be entitled to receive any interest on the Security.

B. Notwithstanding anything to the contrary contained in Subparagraph 27A above, in lieu of a cash security deposit, Subtenant shall deliver (in accordance with the provisions of Subparagraph 27F below) to Sublandlord a clean, irrevocable, transferable and unconditional letter of credit (the "Letter of Credit") issued by and drawn upon Signature Bank, N.A. (hereinafter referred to as the "Issuing Bank"), which Letter of Credit shall: (i) have a term of not less than one year, (ii) be in a form reasonably approved by Sublandlord, (iii) be for the benefit of Sublandlord, (iv) be for the Security Deposit Amount, (v) except as otherwise provided in this Subparagraph 27B, conform and be subject to International Standby Practices, ISP 98, ICC Publication No. 590 (or any revision thereof or successor thereto), (vi) be fully transferable by Sublandlord without any fees or charges therefor (or, if the Letter of Credit shall provide for the payment of any transfer fees or charges, the same shall be paid by Subtenant as and when such payment shall be requested by the Issuing Bank), (vii) provide that Sublandlord shall be entitled to draw upon the Letter of Credit upon presentation to the Issuing Bank of a sight draft accompanied by Sublandlord's written certification that Sublandlord is then entitled to draw upon the Letter of Credit pursuant to the terms of this Sublease, and (viii) provide that the Letter of Credit shall be deemed automatically renewed, without amendment, for consecutive periods of one year each year thereafter during the entire Term and for a period of thirty (30) days thereafter, unless the Issuing Bank shall send notice (the "Non-Renewal Notice") to Sublandlord by registered mail, return receipt requested, not less than ninety (90) days next preceding the then expiration date of the Letter of Credit that the Issuing Bank elects not to renew such Letter of Credit, in which case unless Subtenant shall have provided Sublandlord with an acceptable replacement Letter of Credit, Sublandlord shall have the right, by sight draft on the Issuing Bank, to receive the monies represented by the then existing Letter of Credit, and to hold and/or disburse such proceeds pursuant to the terms of Subparagraph 27A above as cash security. If Sublandlord shall fail, for any reason whatsoever, to draw upon the Letter of Credit within said ninety (90) day period, and the Letter of Credit shall expire prior to the thirtieth (30th) day following the Expiration Date, then Subtenant shall, upon demand, immediately furnish Sublandlord with a replacement Letter of Credit (which shall comply with all of the conditions set forth in the immediately preceding sentence), so that Sublandlord shall have the entire Security Deposit Amount on hand at all times during the Term and for a period of thirty (30) days thereafter. Subtenant acknowledges and agrees that the Letter of Credit shall be delivered to Sublandlord as security for the faithful performance and observance by Subtenant of all of the covenants, agreements, terms, provisions and conditions of this Sublease, and that Sublandlord shall have the right to draw upon the entire Letter of Credit in any instance in which Sublandlord would have the right to use, apply or retain the whole or any part of any cash security deposited with Sublandlord pursuant to Subparagraph 27A above. With respect to the Letter of Credit required herewith in lieu of a cash security all references to "Security" in Subparagraph 27A above shall be deemed to refer to the Letter of Credit, or any proceeds thereof as may be drawn upon by Sublandlord.

C. In the event that, at any time during the Term, (i) the Issuing Bank shall no longer satisfy the Minimum Required Public Rating (defined below) standard, or (ii) it becomes public knowledge that circumstances have occurred indicating that the Issuing Bank may be incapable of, unable to, or prohibited from honoring the then existing Letter of Credit (hereinafter referred to as the "Existing L/C") in accordance with the terms thereof, then, upon the happening of either of the foregoing, Sublandlord may send notice to Subtenant (hereinafter referred to as the "Replacement Notice") requiring Subtenant within thirty (30) days to replace the Existing L/C with a new letter of credit (hereinafter referred to as the "Replacement L/C") from a substitute Issuing Bank satisfying the Minimum Required Public Rating standard and otherwise satisfying the qualifications described in Subparagraph 27B above (collectively, the "LC Qualifications"). Upon receipt of a Replacement L/C satisfying the LC Qualifications, Sublandlord shall promptly return the Existing L/C to Subtenant, and such substitute Issuing Bank shall be thereafter deemed to be the Issuing Bank for the purposes of this Paragraph 27. In the event that (a) a Replacement L/C satisfying the LC Qualifications is not received by Sublandlord within the time specified, or (b) Sublandlord in good faith believes an emergency exists, then, in either event, upon not less than two (2) business days' notice to Subtenant, the Existing L/C may be presented for payment by Sublandlord and the proceeds thereof shall be held by Sublandlord in accordance with Subparagraph 27A above, subject, however, to Subtenant's obligation to replace such cash security with a new letter of credit satisfying the LC Qualifications. For the purposes of this Paragraph 27, the term "Minimum Required Public Rating" shall mean that the Issuing Bank has (x) a long-term unsecured debt rating of not less than "A+" by Standard & Poor's ("S&P") and a short-term senior unsecured debt rating of at least "A1" from S&P; and (y) a long-term unsecured debt rating of not less than "A2" from Moody's and a short term senior unsecured debt rating of at least "P1" from Moody's, or if no short-term debt rating exists, a long-term senior unsecured debt rating of at least "A1" from Moody's.

D. Provided that Subtenant shall not then be in default (after Subtenant shall have theretofore been given notice of any such default, but subject to the provisions of the immediately following sentence) with respect to any of the terms, provisions, covenants, agreements and conditions of this Sublease, then, beginning on the third (3rd) anniversary of the Commencement Date, the Security Deposit Amount shall be reduced to an amount equal to One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars, it being agreed that at no time during the Term shall the Letter of Credit furnished to Sublandlord pursuant to this Subparagraph 27D be less than the amount equal to One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars. Supplementing the provisions of the immediately preceding sentence, in the event that Subtenant shall be in default (after Subtenant shall have theretofore been given notice of any such default) hereof on the date that the reduction set forth in the immediately preceding sentence shall be scheduled to occur but for such default, and if (i) Subtenant shall have cured all such defaults (with the date that Subtenant shall have cured the latest of all such defaults being hereinafter referred to as the "Burndown Cure Date"), and (ii) Subtenant shall not then be in default (after Subtenant shall have theretofore been given notice of any such default) with respect to any of the terms, provisions, covenants, agreements and conditions of this Sublease, then, commencing on the Burndown Cure Date, Subtenant shall be permitted to reduce the amount of the Security Deposit Amount in accordance with the provisions of the immediately preceding sentence.

E. In order to implement the provisions of Subparagraph 27D above, Subtenant shall deliver to Sublandlord an amendment to the Letter of Credit (which amendment

must be reasonably acceptable to Sublandlord in all reasonable respects; provided, however, that Sublandlord agrees not to add any conditions with respect to such amendment that are not expressly provided for in this Paragraph 27) reducing the amount of the Letter of Credit to One Million Two Hundred Fifty Thousand (\$1,250,000) Dollars, and Sublandlord shall execute the amendment and such other documents as are reasonably necessary to reduce the amount of the Letter of Credit in accordance with the terms hereof. If Subtenant shall deliver to Sublandlord an amendment to the Letter of Credit in accordance with the terms hereof, Sublandlord shall, within fifteen (15) days after delivery of such amendment, either (x) notify Subtenant of any reasonable objections that Sublandlord may have with respect to such amendment, or (y) execute such amendment of the Letter of Credit in accordance with the terms hereof. In the event that the Security Deposit Amount is then being held by Sublandlord in cash pursuant to the provisions of Subparagraph 27A above, Sublandlord shall implement the reduction thereof contemplated by Subparagraph 27D above by issuing a check to Subtenant within fifteen (15) days after the date that is the third (3rd) anniversary of the Commencement Date (or the Burndown Cure Date, as the case may be); provided, however, that Sublandlord's failure to issue such check to Subtenant within such 15-day period shall not be deemed to be a default hereunder unless Sublandlord shall fail to issue the same to Subtenant within fifteen (15) days after Subtenant's written request therefor.

F. Subtenant acknowledges receipt of advice from Sublandlord to the effect that Sublandlord would not have entered into this Sublease but for Sublandlord's expectation that Sublandlord will, promptly following the execution of this Sublease, receive the Letter of Credit from Signature Bank, N.A., in a form reasonably approved by Sublandlord, and as otherwise required pursuant to the provisions of Subparagraph 27B above. Accordingly, Subtenant expressly agrees that if, for any reason whatsoever, the required Letter of Credit (in a form reasonably approved by Sublandlord, and as otherwise required pursuant to the provisions of Subparagraph 27B above) shall not have been delivered to Sublandlord by December 4, 2017 (with time being of the essence as to such date), such non-delivery shall be an "event of default" (as such term is defined in Section 17.1 of the Overlease, the provisions of which are incorporated by reference into this Sublease), whereupon Sublandlord shall be entitled to exercise all of the remedies available to Sublandlord pursuant to this Sublease with respect to the occurrence of an "event of default". Without limiting the generality of the foregoing, Sublandlord shall have the right, at any time during the Term after such an "event of default", to terminate this Sublease in accordance with the provisions of Section 17.1 of the Overlease (even if Subtenant shall otherwise (i.e., other than with respect to the provisions of this Subparagraph 27F) be in full compliance with all of the other provisions of this Sublease). In the event that Subtenant shall deliver to Sublandlord the Letter of Credit in accordance with the provisions of this Subparagraph 27F, Sublandlord shall return to Subtenant, within fifteen (15) days following Sublandlord's receipt of the Letter of Credit (in a form reasonably approved by Sublandlord, and as otherwise required pursuant to the provisions of Subparagraph 27B above), the cash (or certified check) security delivered to Sublandlord upon execution of this Sublease.

[Remainder of Page Intentionally Left Blank]

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

SUBLANDLORD:

LT PROPCO LLC

By: _____

Name: Ian Putnam

Title: Chief Corporate Development Officer

SUBTENANT:

38TH STREET SUITES LLC

By: _____

Name: JUDAL SEOUR

Title: Managing Partner

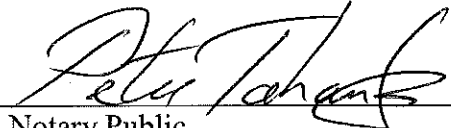
SUBTENANT ACKNOWLEDGEMENT

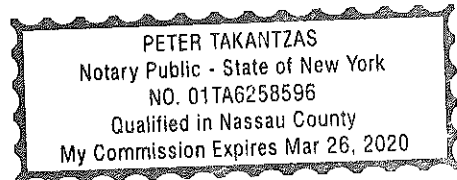
STATE OF New York)

) SS.:

COUNTY OF New York)

On the 31st day of October in the year 2017, before me, the undersigned, a notary public in and for said state, personally appeared Juda Srou, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



SCHEDULE I

Prohibited Uses for Retail Portion Subleases

1. A trust company, or safe deposit business.
2. The sale of travelers' checks and/or foreign exchange.
3. Intentionally omitted.
4. The business of photographic reproductions and/or offset printing, except if and to the extent that such purpose is merely ancillary to another permitted primary use of a sub-subtenant of a Retail Portion Sublease.
5. Intentionally omitted.
6. A school or classroom.
7. Medical or psychiatric offices.
8. Conduct of an auction.
9. Gambling activities.
10. A liquor store, tavern, nightclub, cocktail lounge, dance hall, bar or any other establishment selling alcoholic beverages for on-premises consumption.
11. The conduct of obscene, pornographic or similar disreputable activities.
12. Use by an agency, department or bureau of the United States Government, any state or municipality within the United States or any foreign government, or any political subdivision of any of them
13. Use by any charitable, religious or union or other not-for-profit organization, or any tax exempt entity within the meaning of Section 168(j)(4)(A) of the Internal Revenue Code of 1986, as amended, or any successor or substitute statute, or rule or regulation applicable thereto (as same may be amended).
14. A bowling alley, billiards parlor, bingo parlor, arcade, game room or other amusement center.
15. A theater (motion picture or live performance).
16. A health club, gymnasium or spa (excluding an upscale best-in-class premium fitness club operated by a best-in-class premium operator (e.g., Equinox (as operated on the date hereof) shall be acceptable but Crunch Fitness (as operated on the date hereof) shall not be acceptable).

17. A gas station, automobile fueling station, service station, automotive repair shop or truck stop.
18. A flea market, open air market, or pawn shop.
19. A child day care facility.
20. A storage or mini-warehouse facility.
21. An establishment for the sale or rental of automobiles, trucks, mobile homes, boats or recreational motor vehicles.
22. A dry cleaning plant, central laundry or laundromat.
23. An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).
24. A massage parlor.
25. A skating rink.
26. A mortuary, crematorium or funeral home.
27. Intentionally omitted.
28. Veterinary hospital or animal raising or boarding facilities.
29. As an office, store, reading room, headquarters, center or other facility devoted or opposed to the promotion, advancement, representation, purpose or benefit of: (a) any political party, political movement or political candidate, (b) any religion, religious group or religious denomination, (c) any foreign government or (d) any "cause" of any type or nature whatsoever that is likely to lead to protests in or about the Building.
30. Any establishment the primary purpose of which:
 - (a) is to sell, afford or permit on-premises sexual stimulation or sexual liaisons;
 - (b) permits or presents obscene, nude or semi-nude performances or modeling;
 - (c) sells, affords or permits body massages of a sexual nature;
 - (d) sells "rubber goods" or other sexual or erotic products of a type not commonly found in national chain pharmacies; or
 - (e) sells, rents or permits the viewing of x-rated video, photographs, books or other material (except, in the case of a video rental store or book store, if such materials do not constitute a primary product of the establishment and if such materials are discreetly displayed in such manner as not to be visible from the sidewalk outside the premises).
31. As a facility for the sale of paraphernalia for use with illicit drugs, or as a dispensary, production or growth facility for cannabis or any other drugs.

32. As a pawn shop.
33. Any church synagogue, mosque or other place of religious services.
34. Intentionally omitted.
35. As a tourist/gift shop.
36. As a pop up store, electronic store, or any discount store.
37. As a grocer or grocery store.

SCHEDULE II
SNDA dated June 26, 2013

(See attached.)

EXHIBIT A
Overlease
(See attached.)