
Lease

[REDACTED] **OWNER LLC**

to

EQUINOX [REDACTED] STREET, INC.
D/B/A EQUINOX

For Premises Located at

[REDACTED]
New York, New York 10002

LEASE

THIS LEASE (this "Lease") is made as of the _____ day of April, 2015 (the "Effective Date"), by and between _____ R LLC, having an office at 18 East 48th Street, New York, New York 10017 (hereinafter referred to as the "Landlord"), and EQUINOX _____ STREET, INC., having an office at c/o Equinox Holdings, Inc., 895 Broadway, Third Floor, New York, New York 10003 (hereinafter referred to as the "Tenant").

WITNESSETH:

ARTICLE I
Basic Data

Section 1.1 The following sets forth basic data hereinafter referred to in this Lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

(a) Present Mailing Address of Tenant: c/o Equinox Holdings, Inc., 895 Broadway, 3rd Floor, New York, New York 10003.

(b) Tenant's Trade Name: Equinox, Equinox Fitness, or any other reasonable derivation thereof containing the word "Equinox" or another trade name, in any case, utilized by a majority of the first-class, high-quality health and fitness clubs/centers owned and operated by (1) Guarantor (e.g., excluding "Blink Fitness") or (2) a permitted assignee or subtenant hereunder.

(c) Demised Premises: The "Demised Premises" shall consist of approximately 30,033 gross square feet as follows: (i) approximately 1,271 gross square feet of floor area located on the ground floor level of the Building (as hereinafter defined), (ii) approximately 13,869 gross square feet located on the second floor of the Building, and (iii) approximately 14,893 gross square feet located on the third floor of the Building, each as shown cross-hatched on Exhibit A-3 hereto annexed and made a part hereof.

(d) Lease Term: Commencing on the Commencement Date (as hereinafter defined) and expiring on the last day of the calendar month in which occurs the fifteenth (15th) anniversary of the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless sooner terminated pursuant to the provisions contained in this Lease or by operation of law or extended in accordance with Section 3.6 hereof.

(e) Commencement Date: Subject to the provisions of Section 21.3(d) below, the latest to occur of (i) Landlord's delivery of physical possession of the Demised Premises to Tenant, free and clear of all other tenancies, and free of Hazardous Materials (as hereinafter defined) with Landlord's Work (as hereinafter defined) "substantially complete" (as hereinafter defined), (ii) Tenant's receipt of a non-disturbance and attornment agreement from Landlord's lender(s) pursuant to Section 21.3(d) below, (iii) provided that the Condominium has been formed as of such date, Tenant's receipt of a non-disturbance and attornment agreement from the Condominium in substantially the form attached hereto as Exhibit I, and (iv) *provided* and on the condition that Tenant has filed its application with the BSA (as hereinafter defined) and has obtained the Permitted Use Approval (as hereinafter defined) within the time periods set forth