NYSCEF DOC. NO. 3

AGREEMENT OF LEASE (herein called this "Lease") made as of this 10th day of March, 2020 (herein called the "Effective Date") between LANE OWNER LLC, having an office at 299 Park Avenue, 42<sup>nd</sup> Floor, New York, New York 10171 (herein called "Landlord") and LLC, a Delaware limited liability company, having an office at 299 Park Avenue, New York, New York (herein called "Tenant"). All initially-capitalized terms are listed in the Table of Defined Terms located at the end of this Lease. For purposes hereof, the term "Named Tenant" shall mean 2110 LLC (or any Tenant's Affiliate (as hereinafter defined) of 2110 LLC or Tenant's Successor (as hereinafter defined) of 2110 LLC, in any such case, that is then the Tenant under this Lease).

## WITNESSETH:

WHEREAS, Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the premises hereinafter described, in the building known as 299 Park Avenue, New York, New York 10171 (herein called the "Building"), for the term hereinafter stated, for the rents hereinafter reserved and upon and subject to the terms, provisions, conditions (including limitations, restrictions and reservations) and covenants hereinafter provided. Each party hereto hereby expressly covenants and agrees to observe and perform all of the terms, provisions, conditions and covenants herein contained on its part to be observed and performed;

WHEREAS, the premises hereby leased to Tenant are the portion of the seventeenth (17<sup>th</sup>) floor of the Building, substantially as shown hatched on the floor plan set forth on Exhibit A (herein called the "Demised Premises"), together with the non-exclusive right to use, in common with others, the public and common areas of the Building, to the extent required for access to the Demised Premises or use and occupancy of the Demised Premises for the uses permitted under this Lease, including the Building's lobby, public elevators, public stairways, and exterior sidewalks to the extent any or all of the foregoing are designated by Landlord for the common use of tenants and others, subject to the terms and conditions hereunder. For purposes of this Lease, Landlord and Tenant hereby acknowledge and agree that the rentable square footage of the Demised Premises shall be deemed to be 5,495 rentable square feet in the aggregate; and

WHEREAS, the term of this Lease, for which the Demised Premises are hereby leased (herein called, the "<u>Term</u>"), shall commence on the date (herein called the "<u>Commencement Date</u>") that shall be the earlier to occur of (a) the date on which Landlord's Work (as hereinafter defined) shall have been substantially completed in accordance with <u>Article 3</u> and the Demised Premises are delivered to Tenant vacant, broom clean and free of all tenants and occupants, or (b) the date on which Tenant, or anyone claiming by or through Tenant, first occupies the Demised Premises, or any part thereof, for the conduct of its business therein or for the performance of any Alterations (but excluding any such occupancy merely for the performance of Customary Pre-