

RENTAL AGREEMENT

AGREEMENT made as of this 15th day of May, 2018 between [REDACTED] F [REDACTED] 44 OWNER L.P., maintaining an office at 28 West 44th Street, Seventh Floor, New York, New York 10036 (hereinafter referred to as "Owner") and **NEWMARK & COMPANY REAL ESTATE, INC. D/B/A NEWMARK KNIGHT FRANK**, maintaining an office at 125 Park Avenue, New York, New York 10017 (hereinafter referred to as "Agent").

W I T N E S S E T H:

In consideration of the mutual premises and covenants herein contained, the parties hereto agree for themselves and their respective successors and assigns, as follows:

ARTICLE I: RENTING

1. (a) Owner hereby appoints Agent, as its sole and exclusive agent and gives to it the exclusive right to lease any non-retail premises in the building located at 28 West 44th Street, New York, New York (the "Building" or the "Property"), subject to and in accordance with the terms hereof.

(b) The "Agency Team" shall consist of Andrew Sachs and Timothy Gibson as senior members, and Jordan Gosin and Joshua Gosin, as mid-level members, and a junior member. Any replacement Agency Team member must be approved by Owner in its sole discretion, and any member of the Agency Team may be removed by Owner from his/her assignment at any time in Owner's discretion.

2. Agent shall use its commercially reasonable efforts to advertise and promote the Building or portions thereof, prepare and secure special signs, plans, circular matter and/or other forms of advertising, all subject to the prior approval of Owner and at the Owner's expense; provided, however, that Agent, at its sole expense, shall prepare and distribute standard brokerage flyers and place the listing on CoStar or similar reputable electronic listing services utilized by Agent. Agent's signs, denoting it as exclusive leasing agent, shall be fabricated at its cost and expense at all entrances to the Building and elsewhere as may be reasonably requested, and shall be removed by Agent when the term of this agreement ends. Agent shall, upon receipt of an invoice from Owner, promptly reimburse Owner for the total cost of VTS Landlord 360 Office Standard Services to be used by Owner during the term hereof.

3. On and after the effective date hereof, and thereafter during the term of this Agreement,