

AGREEMENT OF LEASE ("Lease") dated as of July 19, 2012 ("Effective Date"), between [REDACTED] RK OWNERS, INC., a New York corporation, having an office at 300 East 59th Street, New York, New York 10022 (hereinafter called "Landlord") and [REDACTED] C PARKING LLC, a Delaware limited liability company having an office at 211 East 38th Street, New York, New York 10016 (hereinafter called "Tenant").

WITNESSETH:

ARTICLE 1
DEMISED PREMISES AND TERM

Section 1.01 Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to hire and rent from Landlord, upon and subject to the covenants, agreements, terms, provisions and conditions of this Lease, for the term hereinafter stated, the garage space and a non-exclusive easement: (a) over the driveways appurtenant thereto; and (b) to use the stairwells therein (including the halls leading thereto) (the "Demised Premises"), located in the building at 300 East 59th Street, New York, New York (the "Building"). The Demised Premises are more particularly described on Exhibit "A" annexed hereto and made a part hereof (the "Floor Plan"); provided that the Demised Premises shall in no event include the two (2) parking spaces visible along the long wall near the entrance of the garage, as more particularly shown on Exhibit "A" attached hereto and made a part hereof (the "Excluded Premises"). The Demised Premises shall include all fixtures, equipment, improvements, installations and appurtenances which at the commencement of, or during the Term of, this Lease are thereto attached. The plot of land on which the Building is erected is hereinafter called the "Land". Tenant acknowledges and agrees that Landlord shall install walls and/or other partitions to separately demise the Excluded Premises from the Demised Premises ("Landlord's Demising Work"). Landlord and its employees, contractors and agents shall have access to reasonable portions of the Demised Premises at all reasonable times (including, without limitation, Monday through Friday, 8 a.m. until 5 p.m.) for the performance of Landlord's Demising Work and for the storage of materials reasonably required in connection therewith, and Tenant shall reasonably cooperate with Landlord to avoid any interference with the performance of Landlord's Demising Work. There shall be no liability on the part of Landlord (including, without limitation, pursuant to Article 27 of this Lease), by reason of inconvenience, annoyance or injury to business arising from the performance of Landlord's Demising Work or the storage of any materials in connection therewith.

Section 1.02 The term of this Lease (the "Term") shall commence on April 1, 2013 (the "Term Commencement Date"), and end on March 31, 2025 (the "Expiration Date"), unless sooner terminated as hereinafter provided or pursuant to law. Landlord shall deliver the Demised Premises free of all tenants and persons in possession except for vehicles of parking customers. Notwithstanding anything to the contrary herein contained, Landlord and Tenant each acknowledge and agree that Tenant is presently in occupancy of the Demised Premises pursuant to a sublease (the "Existing Sublease"), which Existing Sublease expires on March 31, 2013. Landlord shall be deemed to have delivered possession of the Demised Premises to Tenant, and Tenant shall be deemed to have accepted possession of the Demised Premises, subject to the occupancy rights of any parties then in possession of the Demised Premises, on