

This AGREEMENT OF LEASE (this "Lease"), made as of the 19<sup>th</sup> day of May, 2016, between Landlord and Tenant.

WITNESSETH:

The parties hereto, for themselves, their legal representatives, successors and assigns, hereby covenant as follows.

DEFINITIONS

Capitalized terms used herein and not defined elsewhere in this Lease shall have the meanings set forth below, each of which definition shall be included within, and an integral and substantive part of, the terms, covenants and provisions of this Lease:

"Abatement Period" shall have the meaning set forth in Section 1.1 hereof.

"ADA" shall mean, collectively, (i) the Americans with Disabilities Act of 1990, Public Law 101-336, U.S.C. §§ 12101 et. seq. as the same may be hereafter amended from time to time, together with all regulations and guidelines promulgated pursuant thereto or in connection therewith and (ii) Local Law 58 of the New York City Administrative Code, as the same may be hereafter amended from time to time, together with all regulations and guidelines promulgated pursuant thereto or in connection therewith.

"Advance Rent" shall have the meaning set forth in Section 1.1 hereof.

"Affiliate" shall mean a corporation or other entity which shall (1) control, (2) be under the control of, or (3) be under common control with a Person. As used herein, the term "control" shall mean the ownership of a majority of the outstanding voting stock of a corporation or other majority equity and control interest if such entity is not a corporation.

"Alt-1 Approval Date" shall mean the date on which Tenant obtains the required Alt-1 Approval in accordance with the provisions of Section 3.7 hereof.

"Alteration Notice" shall have the meaning set forth in Section 3.1 hereof.

"Alterations" shall mean alterations, installations, improvements, additions or other physical work or changes made by Tenant or for the benefit of Tenant or by any Person claiming by, through or under Tenant (other than decorations which do not involve any of the foregoing) in or about the Premises.

"Annual Statement" shall have the meaning set forth in Section 40.1 hereof.

"Amended CO" shall have the meaning set forth in Section 3.7 hereof.

"Applicable Rate" shall mean the lesser of (x) two (2) percentage points above the then current Base Rate, and (y) the maximum rate permitted by applicable law.

"Assessed Valuation" shall have the meaning set forth in Section 27.1 hereof.