

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") is entered into by and between [REDACTED] ("Landlord") and CGM-GH, LLC ("CGM-GH") on November 14, 2015 (the "Effective Date").

RECITALS

WHEREAS, CGM-GH is a party to a Lease dated as of July 28, 2003 between Hotel Gansevoort Group, LLC and CGM-GH, as amended by First Amendment to Lease dated September 30, 2004, as assigned from Gansevoort Group, LLC to Landlord, as further amended by Second Amendment of Lease dated as of May 1, 2005, as further amended by Third Amendment of Lease dated as of June 12, 2009 (the "Third Amendment"), as further amended by Fourth Amendment of Lease dated as of March 25, 2010, as further amended by Fifth Amendment of Lease dated as of August 19, 2013 (the "Fifth Amendment"), as the same may be further amended, modified, supplemented or restated from time to time (the "Lease");

WHEREAS, pursuant to that Lease, CGM-GH operates certain areas (the "Leased Premises") in and around the Gansevoort Hotel located at 18 Ninth Avenue, New York, New York (the "Hotel");

WHEREAS, CGM-GH and Paige GH Group, LLC ("PG") entered into a Joint Venture Service Agreement dated May 15, 2003 (the "JV Agreement") for Performance Obligations;

WHEREAS, pursuant to the Fifth Amendment, Landlord consented to the JV Agreement;

WHEREAS, Landlord has entered into that certain Termination Agreement, dated June 1, 2015 (the "Paige Termination Agreement"), with PG pursuant to which PG has granted Landlord the right and option, contingent on the conditions noted therein, to terminate the JV Agreement;

WHEREAS, CGM-GH entered into that certain Sublease (the "Sublease") dated June 12, 2009, as amended by Letter Agreement dated June 12, 2009, between CGM-GH and God Save The King LLC ("Provocateur");

WHEREAS, pursuant to the Third Amendment, Landlord consented to the Sublease;

WHEREAS, Landlord and CGM-GH desire to enter into a Termination Agreement (the "Provocateur Termination Agreement"), with Provocateur, pursuant to which Provocateur will grant Landlord or CGM-GH the right and option, contingent on the conditions noted therein, to terminate the Sublease;

WHEREAS, the consent of CGM-GH is required to consummate the Paige Termination Agreement and the Provocateur Termination Agreement, and CGM-GH is willing to so consent, but conditioned on the terms and conditions set forth herein; and

WHEREAS, Landlord and CGM-GH have agreed to certain other accommodations, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, CGM-GH and Landlord (collectively referred to as the "Parties") agree as follows: