

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease"), is made as of the 1st day of ^{August} June, 2016 (the "Effective Date"), by and between [REDACTED] OD [REDACTED] T [REDACTED] R [REDACTED] C and [REDACTED] OD [REDACTED] T [REDACTED] R [REDACTED] C and [REDACTED] KILL [REDACTED] T [REDACTED] R [REDACTED] C and LANDINGS NYT OWNER LLC (collectively, "Landlord"), each a Delaware limited liability company and each having an office at c/o Kushner Companies, 666 Fifth Avenue, 15th Floor, New York, New York 10103 and [REDACTED] M NYC, LLC ("Tenant"), a New York limited liability company, having an address at 120 West 45th Street, Suite #605, New York, New York 10036.

WITNESSETH:

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to hire from Landlord, the Premises (as hereinafter defined).

NOW, THEREFORE, the parties hereto, for themselves, their legal representatives, successors and assigns, hereby covenant and agree as follows:

The following terms, wherever used in this Lease (unless the context requires otherwise), shall have the respective meanings set forth below (or as specified in the Sections of this Lease set forth below) after such terms:

Additional Rent: Tenant's Tax Payment and any and all other sums, other than Fixed Rent, payable by Tenant under this Lease as provided in this Lease.

Affiliate: with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person or is more than fifty percent (50%) owned by, or shares more than fifty percent (50%) of its beneficial ownership with, such first Person.

Alt 1: as defined in Article 16.

Alteration Threshold: as defined in Section 4.1(a).

Alterations or Tenant's Alterations: alterations, installations, improvements, additions and other physical changes made by or on behalf of Tenant or a Tenant Party in or about the Premises, including, without limitation, Tenant's Initial Alterations, Material Alterations, and Decorative Alterations.

Applicable Rate: a rate equal to the lesser of (i) the rate announced by Bank of America, N.A., or its successor, from time to time, as its prime base rate, and (ii) the maximum applicable legal rate, if any.

Appraiser: as defined in Section 36.2(a).

Assessed Valuation: as defined in Section 7.1(c).