NYSCEF DOC. NO. 3

THIS OFFICE LEASE (this "Lease"), dated as of the 31<sup>st</sup> day of March, 2015, by and between the partial part of the liability company, having an address c/o SJP Properties, Morris Corporate Center IV, 379 Interpace Parkway, Parsippany, New Jersey 07054, as landlord, and partial SE Lead DS, INC., a New York corporation, having an address at 227 West 29<sup>th</sup> Street, 14<sup>th</sup> Floor, New York, New York, 10001, as tenant (the Person that holds the interest of the landlord hereunder at any particular time being referred to herein as "Landlord"; subject to Section 17.1(F) hereof, the Person that holds the interest of the tenant hereunder at any particular time being referred to herein as "Tenant").

## WITNESSETH:

WHEREAS, Landlord wishes to demise and let unto Tenant, and Tenant wishes to hire and take from Landlord, on the terms and subject to the conditions set forth herein, the premises (the "Premises") as shown on Exhibit "A" attached hereto and made a part hereof on the tenth (10<sup>th</sup>) floor of the building (the "Building") located on the parcel of land that is located at the southeast corner of West Forty-Second Street and Eighth Avenue, New York, New York and is known as Eleven Times Square, New York, New York and that is more particularly described in Exhibit "B" attached hereto and made a part hereof (such parcel of land being referred to herein as the "Land"; the Building, together with the Land, being collectively referred to herein as the "Real Property").

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Landlord and Tenant hereby agree as follows:

## Article 1 DEMISE, TERM, FIXED RENT

## 1.1. Demise.

Subject to the terms hereof, Landlord hereby demises and lets to Tenant and Tenant hereby hires and takes from Landlord the Premises for the term to commence on the Commencement Date and to end on June 30, 2020 (the "Fixed Expiration Date"; the Fixed Expiration Date, or such earlier or later date that the term of this Lease expires or otherwise terminates pursuant to the terms hereof or pursuant to law, being referred to herein as the "Expiration Date"; the term commencing on the Commencement Date and ending on the Expiration Date being referred to herein as the "Term"). Landlord shall endeavor to give Tenant notice of the occurrence of the Commencement Date not later than ten (10) Business Days prior to the Commencement Date, it being agreed, however, that Landlord's failure to give such notice or, if Landlord gives such notice, Landlord's giving of such notice later than ten (10) Business Days prior to the Commencement Date, in either case, shall not affect or adjourn the occurrence of the Commencement Date pursuant to this Section 1.2.

## 1.2. Commencement Date.

(A) The term of this Lease shall commence on the date that Landlord delivers to Tenant vacant and exclusive possession of the Premises in accordance with applicable