

EXECUTION VERSION

RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (the "**Lease**") is made and entered into as of this 18th day of November, 2015, by and between [REDACTED] OWN [REDACTED] TH [REDACTED] UE OWNERS, LLC, [REDACTED] are [REDACTED] liability company [REDACTED] (the "**Landlord**") and [REDACTED] M NY, LLC, a New York limited liability company ("**Tenant**").

The following exhibits and attachments are incorporated into and made a part of the Lease: **Exhibit A-1** (Outline and Location of Premises), **Exhibit A-2** (Outline and Location of Bulk Oil Storage Area), **Exhibit B-1** (Taxes), **Exhibit B-2** (Base Rent Reset) **Exhibit C** (Delivery Condition), **Exhibit D** (Form of Mortgagee SNDA), **Exhibit E-1** (Building Rules and Regulations), **Exhibit E-2** (Alteration Rules and Regulations), **Exhibit F** (Building Prohibited Uses), **Exhibit G** (Use Restrictions), **Exhibit H** (Sign Restrictions), **Exhibit J** (Special Masters), **Exhibit K** (Submarket), **Exhibit L** (Tenant's Signage), **Exhibit M** (Intentionally Omitted), **Exhibit N** (Approved Contractors), **Exhibit O** (Form of Guaranty), **Exhibit P** (Acoustic Requirements), **Exhibit Q-1** (Form of Letter of Credit) and **Exhibit Q-2** (Form of Lease Bond).

Landlord and Tenant hereby covenant and agree as follows:

ARTICLE 1**BASIC LEASE INFORMATION AND CERTAIN DEFINITIONS**

Section 1.01 "Building" shall mean the building located at 787 Eleventh Avenue, New York, New York 10019, and commonly known as 787 Eleventh Avenue.

Section 1.02 "Premises" shall mean portions of each of the ground, second, third, fourth and fifth floors of the Building, substantially as shown on the floor plans attached hereto as **Exhibit A-1** and marked as "BICOM Space" thereon. For purposes of this Lease, Landlord and Tenant agree that the "Usable Square Footage of the Premises" shall be deemed to be 122,167 in the aggregate.

Section 1.03 "Term": A period of twenty five (25) years from the Rent Commencement Date, subject to extension pursuant to and in accordance with Article 26. Subject to Section 3.01, the Term shall commence on the Commencement Date and, unless sooner terminated in accordance with this Lease, end on the last day of the month in which the twenty fifth (25th) anniversary of the Rent Commencement Date shall occur (the "**Termination Date**").

Section 1.04 "Base Rent":