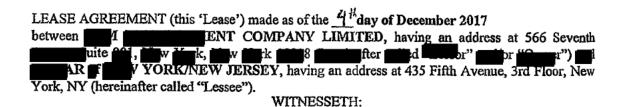
RECEIVED NYSCEF: 08/03/2020



WHEREAS, the Lessor is the Lessor of certain real property which is more described on Schedule A hereto, located at the lessor of certain real property which is more described on Schedule A hereto, located at the lessor of certain real property which is more described on Schedule A hereto, located at the lessor of certain real property which is more described on Schedule A hereto, located at the lessor of certain real property which is more described on Schedule A hereto, located at the lessor of certain real property which is more described on Schedule A hereto, located at the lessor of certain real property which is more described on Schedule A hereto, located at the lessor of certain real property which is more described on the lessor of certain real property which is more

WHEREAS, the Lessor desires to grant and lease to the Lessee the right to erect, display or hang plaques, lettering, signs, or other projections in or on the exterior side of the east wall of the Premises (collectively hereinafter referred to as "Sign");

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, Lessor and Lessee'hereby agree as follows:

AGREEMENT:

ARTICLE I. Premises

NYSCEF DOC. NO. 18

- Lessor, for and in consideration of the rents, covenants and agreements hereinafter contained on the part of the Lessee, its successors and assigns, to be paid, kept and performed, does hereby lease to the Lessee the following premises: space for outdoor advertising purposes limited to (i) an area equal to Fifty Feet (50') in height and Fifty Feet (50') in width, which is from the top of the eighth floor to the bottom of the fifth floor located solely on the northern portion spanning the eastern exterior wall of the Building facing SEVENTH AVENUE, and (ii) an area equal to Twenty-Four Feet (24') in height and Eighteen Feet (18') in width, which is from the top of the fourth floor to the bottom of the third floor located solely on the southwestern portion of the eastern exterior wall of the Building facing SEVENTH AVENUE (hereinafter referred to as the "Wall Display Area" or hereinafter referred to as "Sign", as shown in Exhibit A attached hereto), such Wall Display Area to be referred to as the Premises to be used and occupied only for the Permitted Uses (as hereinafter defined): provided, however, that it is expressly understood that the Lessee is given no estate or interest and no control or right of possession of any portion of the Lessor's Premises except for the right, license and permission granted and leased hereunder to erect, install, maintain and display signs within the Wall Display Area only on the terms herein specified which shall be an exclusive right for such purposes but shall not be to the exclusion of the rights reserved to EBM DEVELOPMENT COMPANY LIMITED to use the same for other purposes including the display of business signs. Furthermore, without limiting the foregoing, Lessor is not leasing, licensing or otherwise transferring to Lessee or any party claiming through Lessee (a) any air and development rights relating to the Building, (b) any rights to use, construct or build upon the roof of the Building or (c) any rights to the Owner's Premises except for access rights as expressly set forth in Section 1.3 hereof.
- 1.2. Lessee acknowledges and agrees that Lessor has reserved the right ("Lessor's Reserved Sign Rights") to install and maintain lend/or grant to others the right to install and maintain signs, marquees or other projections in such number, of such size and at such locations as Lessor may desire or permit or on any of the neighboring buildings or neighboring the Wall Display Area on the