

AGREEMENT OF LEASE (this "Lease") made as of this 16th day of October, 2015, between [REDACTED] 16th Street Co. LLC, a New York limited liability company ("Landlord"), having an office c/o Newmark Grubb Knight Frank, 125 Park Avenue, New York, New York 10017 and 33 Irving [REDACTED] LLC, a New York limited liability company ("Tenant"), having an office at 115 West 18th Street, 2nd Floor, New York, New York 10011. For purposes hereof, the term "Named Tenant" shall mean 33 Irving Tenant LLC ("33 Irving") and any Permitted Successors (as defined below) of 33 Irving and any Tenant's Affiliates (as defined below) of 33 Irving or any such Permitted Successor.

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the premises hereinafter described, in the building known as 21-33 Irving Place (a/k/a 118-120 East 16th Street), New York, New York (the "Building"), for the term hereinafter stated, for the rents hereinafter reserved and upon and subject to the terms, provisions, conditions (including limitations, restrictions and reservations) and covenants hereinafter provided. Each party hereto hereby expressly covenants and agrees to observe and perform all of the terms, provisions, conditions and covenants herein contained on its part to be observed and performed.

The premises hereby leased to Tenant are the entire rentable area on each of the second (2nd) floor, third (3rd) floor, fourth (4th) floor, fifth (5th) floor, ninth (9th) floor and tenth (10th) floor, each within the Building and each as substantially shown on the floor plans annexed hereto as Exhibit A (collectively, the "demised premises"). Landlord and Tenant hereby acknowledge and agree that the demised premises consists of 96,000 rentable square feet ("rsf") in the aggregate (comprised of 16,000 rsf on the second (2nd) floor (the "Second Floor"), 16,000 rsf on the third (3rd) floor (the "Third Floor"), 16,000 rsf on the fourth (4th) floor (the "Fourth Floor"), 16,000 rsf on the fifth (5th) floor (the "Fifth Floor"), 16,000 rsf on the ninth (9th) floor (the "Ninth Floor"), and 16,000 rsf on the tenth (10th) floor (the "Tenth Floor"), and together with the Ninth Floor, collectively, the "Upper Floors"). Landlord and Tenant hereby acknowledge and agree that the rsf set forth above shall be binding on such parties for the purposes of this Lease and there shall be no right to remeasure any portion of the demised premises, and no right to recalculate fixed annual rent or other items payable hereunder to the extent such items are based on such rsf except as necessary following a casualty or condemnation impacting any portion of the demised premises.

The term of this Lease (the "Term"), for which the demised premises are hereby leased, shall (X) commence on (i) with respect to the Second Floor, the Third Floor and the Upper Floors, the date (the "Initial Commencement Date") that is the later to occur of (a) November 1, 2015 and (b) the date on which the Second Floor, the Third Floor and the Upper Floors are all delivered by Landlord to Tenant vacant of all tenants and other occupants, and otherwise in their "as is" condition, (ii) with respect to the Fourth Floor, the date (the "Fourth Floor Commencement Date") that is the later to occur of (a) January 1, 2016, and (b) the date on which the Fourth Floor is delivered by Landlord to Tenant vacant of all tenants and other occupants, and otherwise in its "as is" condition, and (iii) with respect to the Fifth Floor, the date (the "Fifth Floor Commencement Date") that is the later to occur of (a) June 1, 2016 and (b) the date on which the Fifth Floor is delivered by Landlord to Tenant vacant of all tenants and other occupants, and otherwise in its "as is" condition, and (Y) expire at 11:59 P.M. on the last day of