INDEX NO. RECEIVED NYSCEF: 10/21/2019

INDENTURE OF LEASE (this "Lease"), made as of this day of March, 2014, ING COMPANY, LLC, a New York limited liability company ("Landlord"), having an office at 750 Lexington Avenue, New York, New York 10022, as ENT INNOVATION, INC., a Delaware corporation ("Tenant"), having an office at 475 Park Avenue South, 25th floor, New York, NY, as tenant.

WITNESSETH:

ARTICLE 1

Premises

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space (the "Demised Premises"): part of the 8th floor, as shown on the floor plan (Schedule A) attached hereto, in the office building known as and by the street number 5 Park Avenue South, in the Borough of Manhattan, City and State of New York (the "Building"), upon and subject to the terms, covenants and conditions hereafter set forth.

TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term commencing on May 1, 2014 (the "Commencement Date"), and ending on April 30, 2015 (the "Expiration Date"), or on such earlier date upon which said term may expire or terminate pursuant to the conditions of this Lease or pursuant to law.

IT IS MUTUALLY COVENANTED AND AGREED between Landlord and Tenant as follows:

ARTICLE 2

Commencement of Term

Section 2.01. A. The term of this Lease (the "Term") shall commence on the Commencement Date, on which date the payment of minimum rent hereunder shall commence subject only to Landlord's delivery to Tenant of vacant possession of the Demised Premises, in broom clean condition. The Term may terminate prior to the Expiration Date as provided pursuant to this Lease and pursuant to law. If the Term ends earlier than the Expiration Date as a result of Tenant's default, Tenant's liability for the payment of all amounts due pursuant to this Lease through the Expiration Date and any other damages arising from Tenant's default shall nevertheless survive the early termination.