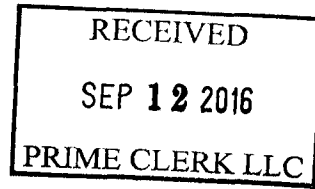


United States Bankruptcy Court, Southern District of New York



Please select applicable Debtor (select only one Debtor per claim form):

- Gawker Media, LLC (Case No. 16-11700)
- Kinja, Kft. (Case No. 16-11718)
- Gawker Media Group, Inc. (Case No. 16-11719)

- Date Stamped Copy Returned
- No Self-Addressed Stamped Envelope
- No Copy Provided

Official Form 410
Proof of Claim



4/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Newmark & Co. Real Estate, Inc.</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor <u>Newmark Grubb Knight Frank</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>David A. Paul, Esq.</u> <small>Name</small> <u>110 E. 59th Street, 7th Floor</u> <small>Number Street</small> <u>New York NY 10022</u> <small>City State ZIP Code</small> Contact phone <u>212-610-2298</u> Contact email <u>dpaul@cantor.com</u>	Where should payments to the creditor be sent? (if different) _____ <small>Name</small> _____ <small>Number Street</small> _____ <small>City State ZIP Code</small> Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 420,000.00 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

See attached documentation

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority:

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/02/2016 (mm/dd/yyyy)

David A. Paul

Signature

Print the name of the person who is completing and signing this claim:

Name David Aaron Paul
First name Middle name Last name

Title Assistant General Counsel

Company Cantor Fitzgerald / BGC Partners / Newmark Grubb Knight Frank
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 110 E. 59th Street, 7th Floor
Number Street

New York NY 10022
City State ZIP Code

Contact phone 212-610-2298 Email dpaul@cantor.com



**Newmark Grubb
Knight Frank**

Date: 08/01/2016
Transaction ID: 125968

COMMISSION INVOICE

Lease Agreement

Heather Dietrick
Gawker Media, LLC
114 Fifth Avenue
New York, NY 10011
USA

Building: 114 Fifth Ave, New York, NY
Tenant: Gawker Media, LLC
Area: 19,326 Square Feet
Lease Start Date : 01/01/2016
Lease End Date: 03/31/2030
Term: 14 Year(s) 3 Month(s)

Payment Schedule:	Due Date	Fee Amount	Current Due	Paid To Date	Balance	Description
	03/01/2016	\$ 60,000.00	\$ 0.00	\$ 60,000.00	\$ 0.00	
	04/01/2016	\$ 60,000.00	\$ 0.00	\$ 60,000.00	\$ 0.00	
	05/01/2016	\$ 60,000.00	\$ 0.00	\$ 60,000.00	\$ 0.00	
	06/01/2016	\$ 60,000.00	\$ 60,000.00	\$ 0.00	\$ 60,000.00	
	07/01/2016	\$ 60,000.00	\$ 60,000.00	\$ 0.00	\$ 60,000.00	
	08/01/2016	\$ 60,000.00	\$ 60,000.00	\$ 0.00	\$ 60,000.00	
	09/01/2016	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 60,000.00	
	10/01/2016	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 60,000.00	
	11/01/2016	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 60,000.00	
	12/01/2016	\$ 60,000.00	\$ 0.00	\$ 0.00	\$ 60,000.00	
		\$ 600,000.00	\$ 180,000.00	\$ 180,000.00	\$ 420,000.00	

Payment Information :

Remit To Information

Newmark & Co. Real Estate, Inc(81451)
Newmark Grubb Knight Frank
125 Park Avenue
11th Floor
New York, NY 10017
USA

Wiring Information

FederalID : 13-3640063
Account No : 789905890
Bank Name : JP Morgan Chase Bank,N.A
ABA Number : 021000021
Swift Code : CHASUS33
Issuing Dept : Brokerage - NY Midtown, NY(2146166)
Issuing Dept : Newmark & Co. Real Estate, Inc(81451)


From: Horowitz, Jared
Sent: Tuesday, December 22, 2015 4:41 PM
To: D'Aloisio, Antonio
Cc: Schnoll, Zack
Subject: FW: 114 5th/Gawker

See confirmation from Gawker below

Waiting on the document – will send upon receipt

This is for terminating the entire 4th floor at 114 5th Ave...\$600k is our fee

Jared L. Horowitz
Executive Managing Director
Newmark Grubb Knight Frank
T 212.372.2022
M 917.439.7887
jhorowitz@ngkf.com

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From: Heather Dietrick [mailto:heather@gawker.com]
Sent: Thursday, December 17, 2015 11:48 AM
To: Horowitz, Jared
Subject: Re: 114 5th/Gawker

We are agreed.

Thanks,

Heather

Heather Dietrick
President and General Counsel
Gawker Media LLC
114 Fifth Avenue, 2d Floor
New York, New York 10011
646-747-2265

On Thu, Dec 17, 2015 at 10:38 AM, Horowitz, Jared <JHorowitz@ngkf.com> wrote:

Hi:

Since our agreement says something different, my commission accounting group needs you to reply and confirm the following payout for the termination payment of the entire 4th floor at 114 Fifth Avenue:

Gawker shall pay a \$600,000 termination fee to NGKF for the termination/surrender of the entire 4th floor at 114 Fifth Avenue. The fee shall be paid in 10 monthly installments of \$60,000 and shall commence on March 1, 2016 and be paid by the 1st of every month through December 1, 2016.

Thank you

Jared

Jared L. Horowitz


Executive Managing Director

Newmark Grubb Knight Frank

T 212.372.2022

M 917.439.7887

jhorowitz@ngkf.com

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From: Heather Dietrick [mailto:heather@gawker.com]

Sent: Wednesday, December 16, 2015 9:35 PM

To: Horowitz, Jared

Subject: Re: 114 5th/Gawker

Got it. We're still aiming for January.

Heather Dietrick
President and General Counsel
Gawker Media LLC
114 Fifth Avenue, 2d Floor
New York, New York 10011
646-747-2265

On Wed, Dec 16, 2015 at 4:01 PM, Horowitz, Jared <JHorowitz@ngkf.com> wrote:

Plus there was the \$32k for the 210 Elizabeth dispositions to SuperDry and Skillshare...we deferred those payments back in September to January.

Thanks

Jared L. Horowitz


Executive Managing Director

Newmark Grubb Knight Frank

T 212.372.2022

M 917.439.7887

jhorowitz@ngkf.com

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From: Heather Dietrick [<mailto:heather@gawker.com>]

Sent: Wednesday, December 16, 2015 3:37 PM

To: Horowitz, Jared

Subject: Re: 114 5th/Gawker

Thanks very much for working this out.

Best,

Heather

Heather Dietrick

President and General Counsel

Gawker Media LLC

114 Fifth Avenue, 2d Floor

New York, New York 10011

646-747-2265

On Wed, Dec 16, 2015 at 3:36 PM, Horowitz, Jared <JHorowitz@ngkf.com> wrote:

Ok...thank you.

Jared L. Horowitz


Executive Managing Director

Newmark Grubb Knight Frank

T 212.372.2022

M 917.439.7887

jhorowitz@ngkf.com

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From: Heather Dietrick [mailto:heather@gawker.com]
Sent: Wednesday, December 16, 2015 2:57 PM
To: Horowitz, Jared
Subject: Re: 114 5th/Gawker

I sent a scan earlier today and originals are going out to Jon Bright end of day. And we're agreed on the payment plan you propose with \$60k/month starting in March.

Many thanks,

Heather

Heather Dietrick
President and General Counsel
Gawker Media LLC
114 Fifth Avenue, 2d Floor
New York, New York 10011
[646-747-2265](tel:646-747-2265)

On Wed, Dec 16, 2015 at 11:46 AM, Horowitz, Jared <JHorowitz@ngkf.com> wrote:

Hi

Did you sign and send termination doc to Noah?

Also – need to clarify our fee etc. Let me know when you're available to catch up.

Thanks

Jared L. Horowitz


Executive Managing Director

Newmark Grubb Knight Frank

T 212.372.2022

M 917.439.7887

jhorowitz@ngkf.com

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From: Heather Dietrick [mailto:heather@gawker.com]

Sent: Tuesday, December 08, 2015 6:13 PM

To: Horowitz, Jared

Cc: Jonathan Bright

Subject: Re: 114 5th/Gawker

Sounds good. And Jared, I know I owe you a response on the fee.

Heather Dietrick

President and General Counsel

Gawker Media LLC

114 Fifth Avenue, 2d Floor

New York, New York 10011

646-747-2265

On Tue, Dec 8, 2015 at 5:23 PM, Horowitz, Jared <JHorowitz@ngkf.com> wrote:

I'm conflicted but please have call without me...I'll catch up with you later in the afternoon.

Thanks

Jared L. Horowitz


Executive Managing Director

Newmark Grubb Knight Frank

T [212.372.2022](tel:212.372.2022)

M [917.439.7887](tel:917.439.7887)

jhorowitz@ngkf.com

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From: Jonathan Bright [<mailto:jbright@wilkauslander.com>]

Sent: Tuesday, December 08, 2015 5:13 PM

To: 'Heather Dietrick'

Cc: Horowitz, Jared

Subject: RE: 114 5th/Gawker

That's ok for me.

Jonathan K. Bright

WILK AUSLANDER LLP

1515 Broadway

New York, NY 10036

Main: 212-981-2300

Direct: 212-981-2321

Fax: 212-752-6380

E-Mail: jbright@wilkauslander.com

website: www.wilkauslander.com

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From: Heather Dietrick [<mailto:heather@gawker.com>]

Sent: Tuesday, December 08, 2015 5:11 PM

To: Jonathan Bright

Cc: Horowitz, Jared

Subject: Re: 114 5th/Gawker

Thanks, Jon. I'm tied up right now and through tonight but will look at it late. Can we talk at 11:30a tomorrow?

Heather Dietrick

President and General Counsel

Gawker Media LLC

114 Fifth Avenue, 2d Floor
New York, New York 10011
646-747-2265

On Tue, Dec 8, 2015 at 5:07 PM, Jonathan Bright <jbright@wilkauslander.com> wrote:

Heather,

Attached are my comments to the Partial Surrender Agreement.

I spoke to Jared who informed me that the payout of the \$1,000,000 termination fee has changed since you received the draft agreement from Noah and my comments incorporate the terms as Jared described it.

I have some questions as well as comments and I think we, Jared included, should get on a quick call to discuss before sending the comments to Noah.

Regards,

Jon

Jonathan K. Bright

WILK AUSLANDER LLP

1515 Broadway

New York, NY 10036

Main: 212-981-2300

Direct: 212-981-2321

Fax: 212-752-6380

E-Mail: jbright@wilkauslander.com

website: www.wilkauslander.com

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From: Heather Dietrick [mailto:heather@gawker.com]
Sent: Monday, December 07, 2015 5:47 PM
To: Jonathan Bright
Subject: Fwd: 114 5th/Gawker

Jon -- Ignore my last email and please find attached ownership's draft of an agreement for us to relinquish the fourth floor our our lease. Will you please review and let me know if you have any edits? We'd like to get them a draft back tomorrow. Let me know if that's possible.

Thank you,

Heather

Heather Dietrick
President and General Counsel
Gawker Media LLC
114 Fifth Avenue, 2d Floor
New York, New York 10011
[646-747-2265](tel:646-747-2265)

----- Forwarded message -----

From: **Shapiro, Noah** <Noah.Shapiro@haynesboone.com>

Date: Fri, Nov 20, 2015 at 11:53 AM

Subject: 114 5th/Gawker

To: "hdietrick@gawker.com" <hdietrick@gawker.com>

Cc: "David C. Berkey" <David.Berkey@ll-holding.com>, "Andrew Wiener (Andrew.Wiener@ll-holding.com)" <Andrew.Wiener@ll-holding.com>, "David Young (david.young@ll-holding.com)" <david.young@ll-holding.com>, "dianna.mounsey@ll-holding.com" <dianna.mounsey@ll-holding.com>, "Margiano, Lauren R." <Lauren.Margiano@haynesboone.com>, "jhorowitz@ngkf.com" <jhorowitz@ngkf.com>

Hi Heather—hope all is well. Subject to client review, attached is a draft of the surrender agreement for the 4th floor. We need to get this signed up as soon as possible, so please let us know if you have any questions/comments.

Thanks

Noah

haynesboone

Noah Shapiro

Partner

noah.shapiro@haynesboone.com

Haynes and Boone, LLP

30 Rockefeller Plaza

26th Floor

New York, NY 10112

(t) [212.918.8991](tel:212.918.8991)

(f) [212.884.9542](tel:212.884.9542)

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any copies thereof. Delivery of this message to an unintended recipient is not intended to waive any right or privilege. Newmark Grubb Knight Frank is neither qualified nor authorized to give legal or tax advice, and any such advice should be obtained from an appropriate, qualified professional advisor of your own choosing.

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PARTIAL SURRENDER AGREEMENT

This PARTIAL SURRENDER AGREEMENT (hereinafter called this "Agreement"), dated December 21, 2015, by and between 114 FIFTH OWNER LP having an office c/o L&L Holding Company, LLC, 142 West 57th Street, New York, New York 10019 (hereinafter called "Landlord") and GAWKER MEDIA LLC, having an office at 114 Fifth Avenue, New York, New York 10011 (hereinafter called "Tenant").

WITNESSETH:

WHEREAS:

A. Landlord's predecessor-in-interest, as landlord, and Tenant, as tenant, have heretofore entered into a certain Lease dated as of September 22, 2014 (the "Lease"), with respect to certain space as more particularly described in the Lease (hereinafter called the "Premises") in the building known as 114 Fifth Avenue, New York, New York (the "Building");

B. As more fully set forth in this Agreement, Tenant desires to surrender a portion of the Premises comprised of the fourth (4th) floor of the Building (the "Surrender Premises") to Landlord prior to the Expiration Date, and Landlord is willing to accept such surrender in the manner and upon the terms and conditions hereinafter set forth

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter contained, it is mutually covenanted and agreed as follows:

1. All capitalized terms contained in this Agreement and not otherwise defined herein shall, for the purposes hereof, have the same meaning ascribed to them in the Lease.

2. (a) Notwithstanding anything to the contrary in the Lease, Tenant shall surrender to Landlord the entire Surrender Premises effective as of 11:59 p.m. on December 31, 2015 (the "Surrender Date") (time being of the essence with respect to Tenant's obligation to surrender by such Surrender Date) and for the remainder of the term of the Lease there shall be deleted and excluded from the Premises, the Surrender Premises.

(b) Notwithstanding anything to the contrary contained in Section 23.1 of the Original Lease, Tenant shall surrender the Surrender Premises in its "as-is", vacant and broom clean condition, with all personal property removed therefrom, to the intent and purpose that the estate and interest of Tenant in and to the Surrender Premises shall be wholly extinguished as of the Surrender Date, and that the term of the Lease with respect to the Surrender Premises shall expire on the Surrender Date in the same manner and with the same effect as if such date were the date set forth in the Lease for the expiration of the term thereof with respect thereto.

3. Effective as of the date immediately following the Surrender Date and for the remainder of the term of the Lease:

(a) the Premises shall be deemed to exclude the Surrender Premises, and all references in the Lease to the 4th floor of the Building (including the floor plan annexed as part of Exhibit A to the Original Lease, and Tenant's right to enter into an initial sublease for all or a portion of the 4th floor of the demised premises pursuant to Section 15.10 of the Original Lease), shall be deemed deleted and of no further force and effect;

(b) the reference in the "Witnesseth" section of the Original Lease to "57,978" shall be deemed to be 38,652;

(c) any Landlord's Work or other work which was Landlord's obligation to perform on the 4th floor of the Building (including, but not limited to, pursuant to Section 3.8 of the Original Lease and item #1(z) on Exhibit B-2 to the Original Lease) shall be deemed deleted in its entirety and of no further force and effect with respect to the 4th floor of the Building; and

(d) the reference in Section 32.2(e) of the Original Lease to "45 tons of condenser water" shall be deemed to be "30 tons of condenser water";

(e) Article 45 of the Original Lease shall be deemed deleted in its entirety and of no further force and effect.

4. Effective as of January 1, 2016 and for the remainder of the term of the Lease (it being agreed that through and including December 31, 2015, Tenant shall continue to pay fixed annual rent and additional rent pursuant to the terms of the Original Lease, as if the surrender of the Surrender Premises did not occur pursuant to this Agreement):

(a) the fixed annual rent payable by Tenant with respect to the Premises set forth in Section 1.1(a) of the Lease shall be deleted and replaced with the following:

"(i) \$2,937,552.00 per annum (\$244,796.00 per month) for the period commencing on the Commencement Date and ending on the day immediately preceding the fifth (5th) anniversary of the Rent Commencement Date (herein called the "**1st Rental Period**");

(ii) \$3,169,464.00 per annum (\$264,122.00 per month) for the period commencing on the day immediately following the last day of the 1st Rental Period and ending on the day immediately preceding the tenth (10th)

anniversary of the Rent Commencement Date (herein called the "2nd Rental Period"); and

(iii) \$3,401,376.00 per annum (\$283,448.00 per month) for the period commencing on the day immediately following the last day of the 2nd Rental Period and ending on the Expiration Date (herein called the "3rd Rental Period")."; and

(b) the references in Section 4.1(a) of the Original Lease to "\$57,978.00" shall be deemed to mean "38,652.00";

(c) the references in Section 4.1(a) of the Original Lease to "\$115,956.00" shall be deemed to mean "77,304.00";

(d) the references in Section 4.1(a) of the Original Lease to "\$173,934.00" shall be deemed to mean "115,956.00";

(e) the references in Section 4.1(a) of the Original Lease to "\$231,912.00" shall be deemed to mean "154,608.00";

(f) the reference in Section 4.1(a) of the Original Lease to "\$86,967.00" shall be deemed to mean "\$57,978.00";

(g) "The Percentage", as set forth in Section 4.1(b) of the Original Lease shall be deemed to mean 11.214%; and

(h) "The Percentage", as set forth in Section 5.1(b) of the Original Lease shall be deemed to mean 11.758%.

5. (a) In consideration of Landlord's accepting the surrender of the Surrender Premises pursuant to the terms of this Agreement, Tenant shall pay to Landlord an amount (the "Surrender Payment") equal to \$1,000,000.00, which Surrender Payment shall be payable to Landlord in eight equal monthly installments of \$125,000.00,

commencing on March 1, 2016 and payable on the first day of the calendar month of each succeeding month through and including October 1, 2016. The Surrender Payment shall be deemed to be Additional Rent under the Lease and shall be payable at the dates set forth above and in the manner provided in the Lease.

(b) Provided and on the condition that Tenant shall not then be in default under the Lease beyond any applicable cure or grace period, then:

(i) on or after the date the final installment of the Surrender Payment is paid by Tenant, the security required under Article 42 of the Original Lease shall be reduced to an amount equal to \$3,534,710.67 by Tenant delivering to Landlord an amendment to the existing Security Letter or a replacement Security Letter, in accordance with Article 42 of the Original Lease. Landlord shall cooperate with Tenant (including, without limitation, signing documentation reasonably required by the issuer of the Security Letter and in form reasonably satisfactory to Landlord) to effectuate such reduction; and

(ii) provided the reduction in clause (i) above was permitted to occur (and even if such reduction was not effectuated): (x) the reference in Section 42.7 of the Original Lease to "4,406,328.00" shall be deemed to mean "2,937,552.00"; (y) the reference in Section 42.7 of the Original Lease to "3,304,746.00" shall be deemed to mean "2,203,164.00"; and the reference in Section 42.7 of the Original Lease to "2,203,164.00" shall be deemed to mean "1,468,776.00".

6. Tenant hereby represents and covenants that nothing has been or will be done or suffered whereby the Lease as it relates to the Surrender Premises, or the term or estate thereby granted for the Surrender Premises, or any part thereof, or any alterations, decorations, installations, additions or improvements in and to the Surrender Premises, or any part thereof, have been or will be encumbered in any way whatsoever, and that Tenant owns and will own the Lease as it relates to the Surrender Premises and has and will have good right to surrender the Surrender Premises, and that no one other than Tenant has acquired or will acquire through or under Tenant any right, title or interest in or to the Lease as it relates to the Surrender Premises, and or the term or estate thereby granted or in or to the Surrender Premises, or any part thereof, or in or to said alterations, decorations, installations, additions and/or improvements or any part thereof.

7. Landlord shall accept such surrender of the Surrender Premises as of the Surrender Date, and in consideration of such surrender by Tenant and of the acceptance of such surrender by Landlord, Tenant and Landlord do hereby mutually release each other, their respective successors and assigns, of and from any and all claims, damages, obligations, liabilities, actions and causes of action, of every kind and nature whatsoever arising under or in connection with the Lease with respect to the Surrender Premises from and after the Surrender Date, except that nothing herein contained shall be deemed to constitute a release or discharge: (a) of Tenant with respect to any obligation or liability accrued or incurred under the Lease with respect to the Surrender Premises up to and including and outstanding and unsatisfied on the Surrender Date (including, but not limited to, the payment of the Surrender Payment or payments pertaining to the Surrender

Premises pursuant to Article 1 of the Lease), or (b) of Tenant with respect to claims by Landlord against Tenant pursuant to the terms of the Lease for contribution or indemnification or both arising out of third-party claims against Landlord with respect to events occurring prior to the Surrender Date, or (c) of either Tenant or Landlord with respect to their obligations pursuant to this Agreement. In the event that Tenant fails to surrender and vacate the Surrender Premises in the condition required by this Agreement on the Surrender Date, the provisions of Section 23.3 of the Lease shall apply to the Surrender Premises with the same force and effect provided that (i) any reference therein to the "demised premises" shall be deemed to be referring to only the Surrender Premises, and (ii) any reference therein to the "Expiration Date" (or words of similar import) shall be deemed to be referring to the Surrender Date. Tenant acknowledges that Landlord has leased the Surrender Premises to a third party tenant (the "New Tenant") for a term commencing on January 1, 2016, and that any failure by Tenant to timely surrender the Surrender Premises as required by this Agreement shall cause Landlord to incur damages with respect to the New Tenant. If Tenant shall holdover or remain in possession of any portion of the Surrender Premises beyond the Surrender Date, Tenant shall be subject not only to summary proceeding and all damages related thereto, but also to any damages arising out of Landlord's agreement with such New Tenant and any lost opportunities (and/or new leases) by Landlord to re-let the Surrender Premises (or any part thereof). In the event that any such holdover by Tenant shall result in New Tenant's right to terminate its lease with respect to the Surrender Premises and New Tenant shall exercise such right, Tenant shall be subject to all damages arising out of such termination

by New Tenant, including, but not limited to, any lost opportunities of Landlord, all lost rent and additional rent which would have been payable under the New Tenant's lease with respect to the Surrender Premises and any actual costs to Landlord incurred in releasing the Surrender Premises. All damages to Landlord by reason of such holding over by Tenant may be the subject of a separate action and need not be asserted by Landlord in any summary proceedings against Tenant.

8. Tenant covenants, represents and warrants to Landlord that Tenant has had no dealings or communications with any broker or agent in connection with the consummation of this Agreement except Newmark Grubb Knight Frank ("**Broker**") and L&L Acquisitions LLC ("L&L"), and Tenant covenants and agrees to pay, hold harmless and indemnify Landlord from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any commission or other compensation with respect to this Agreement or the negotiation thereof arising out of any conversations or negotiations had by Tenant with any broker or agent, including the Broker (but excluding L&L), with respect to this Agreement. Landlord covenants, represents and warrants that Landlord has had no dealings or communications with any broker or agent except Broker and L&L in connection with the consummation of this Agreement, and Landlord covenants and agrees to pay, hold harmless and indemnify Tenant from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any commission or other compensation with respect to this Agreement or the negotiation thereof arising out of any conversations or negotiations had by Landlord with any broker or agent, including L&L but other than Broker, with respect to this Agreement.

9. This Agreement shall not be effective and binding upon the parties unless and until Landlord and Tenant have executed this Agreement and a fully-executed counterpart of this Agreement has been delivered (which delivery may include delivery via electronic mail) to Tenant.

10. Except as modified by this Agreement, the Lease and all covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

11. This Agreement may not be changed or terminated orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, termination, modification or discharge is sought.

12. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

14. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Landlord and Tenant acknowledge and agree that a .pdf signature to this Agreement shall be deemed to be an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have respectively executed this Agreement as of the day and year first above written.

LANDLORD:

OWNER LP
114 FIFTH AVENUE GROUND
~~LESSEE LLC~~

By: 

Name:

Title:

ROBERT T. LAPIDUS

AUTHORIZED PERSON

TENANT:

GAWKER MEDIA LLC

By: 

Name:

Title:

Heather Dietrick

President + General Counsel

RMS Lease Transaction Entry Form



Transaction ID _____ *Transaction Date 12/22/2015
 Referral ID _____ *Prospect Tracking # _____
 * denotes required information

Transaction Information

*Legal Entity 81451 New. & Co. Real Estate Inc.
 *Lead Dept 2146166 Brokerage NY Midtown, NY
 *Transaction Type Lease *Subtype Lease Buyout / Termination
 *Representation Agent for Lessee / Tenant Rep Practice Group Select From Dropdown
 PR Confidential Research Confidential Outbound Referral * OTT Expenses

General Information

Landlord Information

*Contact ID _____ *Client Name 114 Fifth Owner LP c/o L&L Holding, LLC
 *Address 142 West 57th Street
New York, NY 10019
 Contact _____ Exclusive

Tenant Information

*Contact ID _____ *Client Name Gawker Media, LLC
 *Address 114 Fifth Avenue
New York, NY 10011
 Contact Heather Dietrick Exclusive

External Parties

CONTACT ID	NAME	REPRESENTATION
_____	_____	<u>Select From Dropdown</u>
_____	_____	<u>Select From Dropdown</u>

Property

*Genie ID _____ *Property Name _____
 Address 114 Fifth Avenue
 City/State/Zip New York, NY 10011
 Temporary Property *Property Type Office

RMS Lease Transaction Entry Form



Lease Information

*Execution 12/21/2015 *Commencement 1/1/2016 *Expiration 3/31/20230
 *Exp Notify 3/31/2030 Est. Occupancy _____ Rent Commence _____
 *Term (YY MM DD) 14 3 _____

*Transaction Size 19,326 *UOM Square Feet Rent Type Base Rent
 *TI Type As-is / Older *TI \$PSF \$0.00 Free Rent (mo.) 4
 Asking Rate \$0.00 Net Effective \$0.00 Contract Rate \$0.00
 Value of Lease \$22,611,420.00

Base Year _____ Expenses Cap \$0.00 Net Charges \$0.00
 OPTION TYPE _____ OPTION NOTICE & NOTES _____

Landlord Brokerage _____
 Landlord Lead Broker _____
 Tenant Brokerage Newmark Grubb Knight Frank
 Tenant Lead Broker Jared Horowitz

Rent Table Grid

SUITE	FLOOR	MONTH	MONTH	FL. DESCRIP	RSF	ANNUAL RATE PSF	TOTAL RENT
	4	1	48	Partial	19,326	\$76.000000	\$5,875,104.00
	4	49	60	Partial	19,326	\$79.000000	\$1,526,754.00
	4	61	108	Partial	19,326	\$82.000000	\$6,338,928.00
	4	109	120	Partial	19,326	\$85.000000	\$1,642,710.00
	4	121	171	Partial	19,326	\$88.000000	\$7,227,924.00
				Partial		\$0.000000	\$0.00
				Partial		\$0.000000	\$0.00
				Partial		\$0.000000	\$0.00
							\$22,611,420.00

RMS Lease Transaction Entry Form



Commission Calculations

Straight *SF _____ *\$/PSF \$0.00 *Term in Months _____
 Flat *Flat Fee(\$) \$600,000.00
 Rate Table *Method Select *1st Mo. PSF \$0.00 *Ann Incr. 0

*SUITE/FL	*YEAR	*ANNUAL RENT	FREE RENT	COM %	COMMISSION AMOUNT
	1	\$0.00	\$0.00	0.00%	\$0.00
	2	\$0.00	\$0.00	0.00%	\$0.00
	3	\$0.00	\$0.00	0.00%	\$0.00
	4	\$0.00	\$0.00	0.00%	\$0.00
	5	\$0.00	\$0.00	0.00%	\$0.00
	6	\$0.00	\$0.00	0.00%	\$0.00
	7	\$0.00	\$0.00	0.00%	\$0.00
	8	\$0.00	\$0.00	0.00%	\$0.00
	9	\$0.00	\$0.00	0.00%	\$0.00
	10	\$0.00	\$0.00	0.00%	\$0.00

Explanation & Notes	Commission Subtotal	\$600,000.00
See attached commission calc	Adjustment Amount	\$0.00
E-mail from client agreeing to fee	Commission Override	0.00000%
	*Total Commission	\$600,000.00

Department Distribution

*ENTITY	* DEPARTMENT	*SPLIT %	GROSS DEPT. DIST.
81451 New. & Co. Real Estate Inc.	2146166 Brokerage NY Midtown, NY	100.00%	\$600,000.00
Select From Dropdown	Select From Dropdown	0.00%	\$0.00
Select From Dropdown	Select From Dropdown	0.00%	\$0.00
Select From Dropdown	Select From Dropdown	0.00%	\$0.00
Select From Dropdown	Select From Dropdown	0.00%	\$0.00
Select From Dropdown	Select From Dropdown	0.00%	\$0.00
Select From Dropdown	Select From Dropdown	0.00%	\$0.00
		100.00%	\$600,000.00

RMS Lease Transaction Entry Form



Outside Broker

*VENDOR NAME	* AMOUNT	*PAID BY		
		CLIENT	DEPT.	ENTITY/DEPT
_____	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>	_____
	\$0.00			

Agent Fee Share

*VENDOR NAME	* AMOUNT	PAYMENT TYPE	GL ACCOUNT
_____	\$0.00	Select	_____
_____	\$0.00	Select	_____

Payment Schedule

Allocation Method	Recover OTT First	<input type="checkbox"/> Not Yet Billable	<input type="checkbox"/> Paperwork Incomplete	
*DUE DATE	*SPLIT %	*AMOUNT	*CONTINGENCY	*CONT. DATE
1 3/1/2016	10.000%	\$0.00	Select From Dropdown	_____
2	0.000%	\$0.00	Select From Dropdown	_____
3	0.000%	\$0.00	Select From Dropdown	_____
4	0.000%	\$0.00	Select From Dropdown	_____
	10.00%	\$0.00		

*Billing Information

Bill To: Landlord Tenant Other

Company Gawker Media, LLC Contact Heather Dietrick

Address 114 Fifth Avenue, New York, NY 10011

Care Of _____ Email _____

Expenses

*EXPENSE TYPE	INVOICE #	*EXPENSE AMOUNT	NOTES	SHARED	DEPARTMENT
Select	_____	\$0.00	_____	<input type="checkbox"/>	<input type="checkbox"/>
Select	_____	\$0.00	_____	<input type="checkbox"/>	<input type="checkbox"/>
Select	_____	\$0.00	_____	<input type="checkbox"/>	<input type="checkbox"/>
Select	_____	\$0.00	_____	<input type="checkbox"/>	<input type="checkbox"/>
		\$0.00			

RMS Lease Transaction Entry Form



Broker Splits

Entity	81451 New. & Co. Real Estate Inc.	Department	2146166 Brokerage NY Midtown, NY
*BROKER (ID/NAME)	*GROSS SPLIT (%)	*GROSS SPLIT AMOUNT	DETAILS (NOTES, OVERRIDES, ETC.)
Jared Horowitz	0.00000%	\$500,000.00	
Justin Pollner	0.00000%	\$50,000.00	
Evan Foley	0.00000%	\$50,000.00	
	0.00000%	\$0.00	
	0.00000%	\$0.00	
	0.00000%	\$600,000.00	

Entity	Select From Dropdown	Department	Select From Dropdown
*BROKER (ID/NAME)	*GROSS SPLIT (%)	*GROSS SPLIT AMOUNT	DETAILS (NOTES, OVERRIDES, ETC.)
	0.00000%	\$0.00	
	0.00000%	\$0.00	
	0.00000%	\$0.00	
	0.00000%	\$0.00	
	0.00000%	\$0.00	
	0.00000%	\$0.00	

Entity	Select From Dropdown	Department	Select From Dropdown
*BROKER (ID/NAME)	*GROSS SPLIT (%)	*GROSS SPLIT AMOUNT	DETAILS (NOTES, OVERRIDES, ETC.)
	0.00000%	0.00	
	0.00000%	0.00	
	0.00000%	0.00	
	0.00000%	0.00	
	0.00000%	0.00	
	0.00000%	0.00	

NOTES:

LegalEntity	Departmer	DeptName	Transaction	BrokerCont	BillToClientName	TenantName	PropertyAddress	InvoiceDueDate	TotalAmountDue	CoBrokerO	CFAmount	Contingenc	RecognizedRev
81451	2146166	Brokerage	125968	JARED HOR	Gawker Media, LLC	Gawker Media, LLC	114 Fifth Ave, New Yo	6/1/2016	\$60,000.00	\$0.00	\$0.00	Yes	\$60,000.00
81451	2146166	Brokerage	125968	JARED HOR	Gawker Media, LLC	Gawker Media, LLC	114 Fifth Ave, New Yo	7/1/2016	\$60,000.00	\$0.00	\$0.00	Yes	\$60,000.00
81451	2146166	Brokerage	125968	JARED HOR	Gawker Media, LLC	Gawker Media, LLC	114 Fifth Ave, New Yo	8/1/2016	\$60,000.00	\$0.00	\$0.00	Yes	\$60,000.00
81451	2146166	Brokerage	125968	JARED HOR	Gawker Media, LLC	Gawker Media, LLC	114 Fifth Ave, New Yo	9/1/2016	\$60,000.00	\$0.00	\$0.00	Yes	\$60,000.00
81451	2146166	Brokerage	125968	JARED HOR	Gawker Media, LLC	Gawker Media, LLC	114 Fifth Ave, New Yo	10/1/2016	\$60,000.00	\$0.00	\$0.00	Yes	\$60,000.00
81451	2146166	Brokerage	125968	JARED HOR	Gawker Media, LLC	Gawker Media, LLC	114 Fifth Ave, New Yo	11/1/2016	\$60,000.00	\$0.00	\$0.00	Yes	\$60,000.00
81451	2146166	Brokerage	125968	JARED HOR	Gawker Media, LLC	Gawker Media, LLC	114 Fifth Ave, New Yo	12/1/2016	\$60,000.00	\$0.00	\$0.00	Yes	\$60,000.00
									<u>\$420,000.00</u>				<u>\$420,000.00</u>

Note: No A/R found for The Clean Bedroom, Inc (825134) or AOG Entertainment

CANTOR
Fitzgerald

110 East 59th Street
New York, NY 10022

neopost
09/06/2016
US POSTAGE

FIRST-CLASS MAIL

\$01.99⁰



ZIP 10022
041L11225602

PRIME CLERK LLC

SEP 12 2016

RECEIVED

Gawker Media, LLC Claims Processing Center
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, NY 10022

