

Premises:

750 Third Avenue, New York, New York

Storage Space (approximate): 1,600 RSF

	4th Floor (approximate): 43,388 RSF 3rd Floor (approximate): 40,700 RSF Total (approximate): 85,688 RSF		
Term:	Approximately 11 years. The New York Lease shall commence upon the mutual execution and delivery of the Lease, but is conditioned upon the receipt of consent from the landlord under the master lease and court approval. The lease terminates on February 27, 2021.		
Base Rent: 3rd and 4th Floors	<ul style="list-style-type: none"> Year 1 through 12/31/2014: \$36.00 per RSF. <p>*The monthly rent for each of the first eighteen months of the Term shall be reduced by \$10,000.00.</p>	\$252,264.00 per month	\$3,027,168.00 per year
	<ul style="list-style-type: none"> 1/1/2015 through 12/31/2018: \$28.25 per RSF. 	\$197,957.17 per month	\$2,375,486.00 per year
	<ul style="list-style-type: none"> 1/1/2019 through end of Term: \$31.25 per RSF. 	\$218,979.17 per month	\$2,627,750.00 per year
Rent: Storage Space	<ul style="list-style-type: none"> Year 1 through 12/31/2014: \$21.00 per RSF. 	\$2,800.00 per month	\$33,600.00 per year
	<ul style="list-style-type: none"> 1/1/2015 through 12/31/2018: \$24.00 per RSF. 	\$3,200.00 per month	\$38,400.00 per year
	<ul style="list-style-type: none"> 1/1/2019 through end of Term: \$27.00 per RSF. 	\$3,600.00 per month	\$43,200.00 per year
Free Rent/Tenant Improvement Allowance:	<ul style="list-style-type: none"> Seven months of rent is amortized out of the total rent due. \$15 per RSF was amortized out of the total rent due. Reader's Digest shall receive a rent credit equal to \$10,000 per month for each of the first 18 months of the term in lieu of an improvement allowance. 		
Security Deposit:	Reader's Digest shall provide the following letters of credit: (I) a letter of credit in the amount of \$2,774,904 upon execution of the lease, which letter of credit pursuant to and in accordance with the lease may be reduced to \$2,270,376 on January 1, 2016, and further reduced to \$1,765,848 on January 1, 2019, and (II) a letter of credit in the amount of \$2,270,376 by the earlier of (i) twenty days after Reader's Digest receives a final order confirming a plan of reorganization from the Court, and (ii) February 28, 2010, which letter of credit pursuant to and in accordance with the lease may be reduced if the maturity date of the second priority loan in the amount of \$300,000,000.00 is extended to a date later than December 31, 2014.		
Sub-Landlord's Damages:	Reader's Digest shall pay \$50,000 to AMP if the Court does not approve the New York City Lease by December 21, 2010. If Reader's Digest does not obtain a final order confirming a plan of reorganization from the Court by March 1, 2010, then (i) if Reader's Digest directed AMP to commence preparation of a certain portion of the third floor for Reader's Digest's occupancy, then Reader's Digest shall pay AMP an amount equal to \$1,182,924 to cover AMP's lost rent and moving expenses, or (ii) if Reader's Digest did not so direct AMP, then Reader's Digest shall pay AMP an amount equal to \$932,924 to cover AMP's lost rent.		

Right of First Offer:	Reader's Digest has the right to lease, at fair market value, any rentable space that is leased by AMP on the second and fifth floors of the building that becomes available.
Indemnification:	Reader's Digest shall indemnify AMP and AMP's Guarantor under the master lease, from and against any claims, costs, damages, and liabilities incurred by AMP as a result of any breach by Reader's Digest of any terms of the lease which causes a breach under the master lease (except to the extent that any such claims, costs, damages, and liabilities arise as a result of the negligence or willful misconduct of AMP or AMP's Guarantor or are caused by an act or omission of AMP or AMP's Guarantor). Reader's Digest shall indemnify AMP from and against all liabilities, obligations, damages, penalties, claims, costs and expenses for which AMP shall not be reimbursed by insurance, suffered or incurred in connection with or arising from (i) any breach or default by Reader's Digest in the performance of its obligations under the lease, (ii) the use of the occupancy of the premises by Reader's Digest or any person claiming under Reader's Digest, or (iii) any act, omission or negligence of Reader's Digest, its agents, servants, employees, contractors or invitees, in or about the demised premises, unless such claims shall arise as a result of the willful act or negligence of AMP.