

Premises:	44 South Broadway, White Plains, New York Storage Space (approximate): 9,096 RSF Entire 18th Floor (approximate): 44,687 RSF Entire 17th Floor (approximate): 44,711 RSF Entire 7th Floor (approximate): <u>44,236 RSF</u> Total (approximate): 142,730 RSF
Term:	Approximately 15 years, from the date on which rent obligations commence (the “ Rent Commencement Date ”). The White Plains Lease shall commence upon mutual execution and delivery of lease documents, conditioned on Court approval, Reader’s Digest’s receipt on an acceptable subordination, non-disturbance and attornment agreement from 44 SBP’s lender, and delivery of the First Installment (as defined below) of the Letter of Credit (as defined below). 44 SBP shall deliver the 7th & 18th floors within 15 days and the 17th floor within approximately 60 to 65 days following the “Effective Date” (as defined in the Amended Plan), except that Reader’s Digest has the right to accelerate the commencement of the term for the 17th floor by giving 44 SBP notice of the intent to do so no later than the 65th day before such accelerated commencement date. Rent obligations shall commence on April 1, 2010, subject to adjustment if 44 SBP is late in delivering possession of the space to Reader’s Digest.

Renewal:	Reader's Digest has the right to extend the term for either one term of 10 years, or up to two terms of 5 years each, as designated by Reader's Digest, for either all of the premises or parts of the premises that are comprised of one full floor, at fair market value.
Base Rent: 7th, 17th and 18th Floors	Beginning on the Rent Commencement Date: \$27.00 per RSF, with annual increases of \$1.00 per RSF upon each of the 1st through the 9th anniversaries of the Rent Commencement Date.
	Beginning on the ninth anniversary of the Rent Commencement Date: 36.00 per RSF, with annual increases of \$0.80 per RSF upon each of the 10th through 14th anniversaries of the Rent Commencement Date.
Rent: Storage Space	\$16 per RSF, with \$0.50 per RSF annual increases. (Year 1: \$145,536 per year, with annual increases of \$4,548 per year.)
Free Rent/Tenant Improvement Allowance:	\$4,678,497.50 tenant improvement allowance. \$500,000 of the tenant improvement allowance may be used by Reader's Digest prior to delivery of the premises for soft-costs (e.g., low voltage cabling, moving costs, project management and filing fees). As indicated above, the rent obligations commence on April 1, 2010. Further, Reader's Digest is entitled to an abatement of base rent during the months of April 2020 through and including October 2020.
Security Deposit:	Reader's Digest shall provide a letter of credit (the " <i>Letter of Credit</i> ") on the following terms: \$2,405,412 (the " <i>First Installment</i> ") prior to Reader's Digest's emergence from chapter 11, plus an additional \$2,405,412 million following emergence, which shall be reduced to \$3,608,118 on April 1, 2015 and to \$1,804,059 on April 1, 2018.
Landlord's Special Termination Rights:	44 SBP has the right to terminate the lease if (a) the Effective Date of the Plan does not occur on or prior to February 28, 2010 or (b) Court approval of the White Plains Lease is not entered on or before December 9, 2009. If 44 SBP so terminates the lease, then 44 SBP has the right to present the letter of credit for payment, and retain from the proceeds thereof an amount equal to the sum of (i) the amount of the tenant improvement allowance that 44 SBP has theretofore funded to or on behalf of Reader's Digest (which cannot exceed \$500,000), and (ii) the amount of 44 SBP's legal fees and disbursements in connection with the lease, with the understanding, however, that such legal fees and disbursements may not exceed \$250,000. If Reader's Digest elects to accelerate the commencement date for the 17th floor as described above, and 44 SBP so terminates the lease, then 44 SBP also has the right to retain from the proceeds of the letter of credit an amount equal to the product obtained by multiplying (x) \$3,593.77, by (y) the number of days commencing on the date that is sixty (60) days after the date that Reader's Digest elects to accelerate the commencement date for the 17th floor and ending on October 13, 2010.
Right of First Offer:	Reader's Digest has a right of first offer to lease not more than two additional full floors in the building at fair market value.
Parking:	Reader's Digest has the right to lease up to 542 parking spaces in the garage of the building, and up to 42 parking spaces in an annex garage. Reader's Digest is required to pay monthly charges for the parking spaces. The monthly charge for the parking spaces in the garage of the building is calculated at 50% of the market rates.