



CEFC Infrastructure Investment (US) LLC
Room 2115
3 Columbus Circle
New York, New York 10019

As of October 5, 2017

Hudson West III LLC

[Redacted]
[Redacted]

RE: Office Sharing Agreement ("the " Arrangement") located at 3 Columbus Circle, New York, New York (the "Building")

Gentlemen,

Hudson West III LLC ("Licensee") has requested and CEFC Infrastructure Investments (US) LLC ("CEFC") has agreed to permit Licensee to use one office within the premises currently leased to CEFC pursuant to that certain lease (the "Lease") dated as of October 5, 2017 by and between 3 Columbus Circle LLC, as landlord ("Landlord"), and CEFC, as tenant therein, (the "Tenant") for a portion of the 21th floor of the Building (the "Premises"). Licensee shall use the licensed space as an administrative office.

Licensee hereby agrees as follows:

1. Use. Licensee may use a mutually agreed to office within the Premises on a month to month basis as an administrative office. Tenant shall have access to the Premises during normal business hours.
2. Occupancy. Licensee's occupancy of the Premises shall be as a licensee of Tenant and Licensee shall have no possessory right to any portion of the Premises but shall be entitled to privileges of tenancy subject to restrictions of the Lease.
3. Fee. Licensee agrees to share half of the rent.
4. Compliance with Lease. Licensee's rights under this Arrangement are subject and subordinate to the terms and conditions of the Lease. Licensee hereby covenants and agrees not to do or suffer or permit anything to be done within the Premises which would result in a default under the Lease or cause the Lease to be terminated.
5. Revocation of license. Licensee's rights under this Arrangement are revocable by Tenant upon no less than fifteen (15) days' written notice to Licensee.
6. Insurance. Licensee shall (a) obtain and keep in full force and effect during the Lease term, the following policies of insurance:

comprehensive commercial general liability insurance for all activity conducted by Licensee at the Premises, including,

but not limited to, coverage for independent contractors, products and completed operations liability, and contractual liability with a limit in an amount not less than TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS combined single limit for personal injury, bodily injury and property damage liability in any one occurrence (which may be in the form of a primary policy plus an "excess" or "umbrella" policy) with a deductible of not more [Fifteen] Thousand and 00/100 (\$15,000.00) Dollars per occurrence;

(i) statutory benefits of the Workers' Compensation Laws in the State of New York, including Employers Liability (coverage B) with limits not less than \$1,000,000.

(b) Said insurance shall: (i) be written in form reasonably satisfactory to Tenant by one or more good and solvent insurance companies of recognized standing admitted to do business in the State of New York, rated by A.M. Best Co., Inc., or any successor thereto (or if there be none, an organization having a national reputation) as having a "Best's Rating" of at least "A" (Excellent) and a financial size of at least "C lass VIII"; (ii) be written without the inclusion of any defense costs within the limit of liability and without aggregation of other premises with the Premises; (iii) under no circumstances be considered anything other than primary insurance; (iv) name Tenant and Landlord as additional insureds and shall insure against any and all claims for bodily injury (including death), personal injury, or property damage occurring in, up on, adjacent to, or connected with the Premises or any part thereof.; (v) be non-contributory as respects any coverage carried by the additional insureds; and (vi) contain a provision that no act or omission of Licensee shall affect or limit the obligation of the insurer to pay the amount of any loss sustained. Licensee shall name as additional insureds thereunder CEFC Infrastructure Investment (US) LLC and 3 Columbus Circle LLC.

(c) Licensee acknowledges and agrees that Tenant shall not be liable to Licensee, its officers, directors, partners, members or employees for any damage or loss to the personal property of Licensee.

(d) Licensee shall not violate or permit to be violated any of the conditions or provisions of any such policies, and Licensee shall so perform and satisfy the requirements of the companies writing such policies so that, at all times, companies of good standing, satisfactory to Tenant shall be willing to write and/or continue such insurance.

(e) In the event of Licensee's failure to comply with the provisions of this Article, following five business days written notice and an opportunity to cure, Tenant may, but shall not be obligated to, cause the same to be done for Licensee's account and the cost thereof shall be deemed payable to Tenant on demand. Supplementing the foregoing, Tenant may recover from Licensee, and Licensee agrees to pay, any and all reasonable damages which Tenant may sustain by reason of Licensee's failure to obtain and keep in force any insurance which Licensee is required to obtain and keep in force pursuant to this paragraph 5 and the Lease (it being understood and agreed by Licensee that the damages of Tenant shall not be limited to the amount of the premiums thereon).

(f) Licensee shall include in each of its policies insuring against loss, damage or destruction by fire, a waiver of the insurer's right of subrogation against Tenant in connection with any loss or damage covered by any such policy or permission to release third parties from liability resulting from such casualties unless such loss, damage or destruction is caused by Tenant's or such parties' negligence acts.

(g) Licensee hereby releases Tenant with respect to any claim (excluding claims for gross negligence and willful misconduct) which Licensee might otherwise have against Tenant for loss, damage

or destruction with respect to Licensee's property (including rental value or business interruption) occurring during the term of this Arrangement.

7. Repairs; Cleaning; Maintenance. Licensee shall take good care of the Premises.

8. Alterations. Licensee shall not make any changes, alterations, additions or improvements to the Premises without first obtaining the written consent of Tenant. The consent of Tenant shall not be unreasonably withheld or delayed.

9. Surrender of Premises. Upon fifteen (15) days written notice from Tenant, Licensee shall immediately quit and surrender the Premises as of such expiration or termination date. In the event Licensee fails to duly and timely vacate the Premises by the expiration date or such earlier termination date, Licensee shall be liable to Tenant under the same terms and conditions as set forth in the Lease as if Licensee were the tenant and Tenant the landlord.

10. Successors and Assigns. This letter agreement shall be binding upon and, inure to the benefit of the parties hereto and their respective successors and assigns.

10. No Modifications. This letter agreement may not be modified except by written agreement signed by Licensee and Tenant.

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

CEFC Infrastructure Investments (US) LLC

By: _____
Name: Gongwen Dong
Title:

Hudson West III LLC

By: _____
Name: Hunter Biden
Title: