

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 217-2003-EQ-00106

**In the Matter of the Liquidation of
The Home Insurance Company**

**LIQUIDATOR'S MOTION FOR APPROVAL OF
LICENSE AGREEMENT AND TERMINATION OF NEW YORK LEASE**

David J. Bettencourt, Insurance Commissioner of the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), hereby moves for approval of a letter agreement granting the Liquidator a license to use space at 32 Old Slip, New York, New York and an amendment and termination agreement terminating the lease for the liquidation's offices at 61 Broadway, New York, New York. The proposed Letter Agreement ("License Agreement") between the Liquidator and RXR Old Slip Owner LLC ("Old Slip Landlord") is attached as Exhibit A. The Fourth Amendment of Lease and Complete Surrender and Lease Termination Agreement ("Termination Agreement") between the Liquidator and RXR 61 Broadway Owner LLC ("Broadway Landlord") is attached as Exhibit B. As reasons therefor, the Liquidator states:

Background

1. Home had its principal offices in New York City for decades before it was placed in liquidation in 2003. In 2003, Home's offices occupied several floors of a large skyscraper at 59 Maiden Lane, New York, New York. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Motion for Approval of License Agreement and Termination of New York Lease ("Bengelsdorf Aff.") ¶ 3.

2. The Liquidator sought to reduce lease expense in light of the needs of the liquidation as compared to Home in run-off. In 2010, the Liquidator negotiated a new lease for significantly less space in the pre-World War II building at 61 Broadway, New York, New York. The Liquidator moved for approval of the Agreement of Lease dated March 29, 2010 (“Lease”) for space at 61 Broadway on April 5, 2010. The Court approved the Lease on April 21, 2010. The original leased space totaled approximately 24,000 square feet consisting of the entire sixth floor and certain basement space. The Lease had an expiration date of January 31, 2026. It was subject to certain options to reduce space and an option to extend the term of the lease for an additional five years. Bengelsdorf Aff. ¶ 4.

3. As the liquidation has progressed, the Liquidator’s need for space for operations and storage decreased. Accordingly, the Liquidator exercised options to reduce the space occupied by the Home liquidation. The Liquidator exercised one option by an Amendment to Lease dated May 24, 2017 and another by the Second Amendment of Lease dated January 11, 2021. Bengelsdorf Aff. ¶ 5.

4. During the pandemic, the liquidation staff and consultants for the most part transitioned to working remotely from home. They continue to work remotely. Only a few staff are regularly in the office. The office space provides for meetings, the work by the few staff routinely in the office, and records, and it holds the liquidation’s computer servers and related information technology operations. Bengelsdorf Aff. ¶ 6.

5. The Lease included an option for the Liquidator to extend the Lease for an additional five years, from January 31, 2026 to January 31, 2031. Given the progress of the liquidation and the reduced need for office space in the remote work environment, the Liquidator did not believe it appropriate to extend the lease for the existing space for the additional five

years. However, the Liquidator believed it would be desirable to continue to have space at 61 Broadway for a shorter period after the expiration of the current lease on January 31, 2026. The Broadway Landlord also desired flexibility regarding the space. Bengelsdorf Aff. ¶ 7.

6. The Broadway Landlord and the Liquidator accordingly negotiated a Third Amendment to Lease to extend the Lease for a period while providing both the Landlord and the Liquidator with some flexibility concerning termination of the Lease. The Court approved the Third Amendment to Lease on November 5, 2024. Under the Lease, as amended by the three amendments, the Home liquidation presently occupies approximately 7,949 square feet at 61 Broadway consisting of a portion of the sixth floor and certain ancillary basement space. Bengelsdorf Aff. ¶ 8.

7. The Third Amendment provided for an extension of the Lease at least until August 1, 2027 and, if not terminated at that point by the Landlord, provided both the Liquidator and the Landlord with the ability to terminate the Lease on six months' notice. The Lease, as amended by the Third Amendment, will expire on January 31, 2031 if not previously terminated. The practical effect of the Third Amendment was to allow the liquidation's critical Information Technology operations to remain at 61 Broadway for 18 months after the then Lease was to expire without extending the Lease for the five year option period. Under the Third Amendment, the liquidation operations could remain in the existing 61 Broadway space until at least August 1, 2026 and could remain in critical parts of the existing space until at least August 1, 2027. Bengelsdorf Aff. ¶ 9.

The Termination Agreement and License Agreement

8. During 2025, the Home liquidation team has been reduced in number, and it has continued to dispose of records so that less space is necessary. The liquidation's Information Technology team has prepared to transition remaining records needed for the conclusion of the liquidation from the existing computer servers to the Cloud. The Liquidator anticipates that the transition to the Cloud will be complete by March 2026. Bengelsdorf Aff. ¶ 10.

9. In these circumstances, the liquidation will be able to operate with a much smaller space than it occupies under the Lease, and it will not need to stay at 61 Broadway. Further, the Broadway Landlord is interested in terminating the Lease by agreement so that it can use the space for other purposes. Bengelsdorf Aff. ¶ 11.

10. The Liquidator and the Broadway Landlord and the Broadway Landlord's affiliate the Old Slip Landlord have accordingly agreed on the License Agreement to provide the Home liquidation with reduced space at 32 Old Slip and the Termination Agreement to terminate the Lease at 61 Broadway. Bengelsdorf Aff. ¶ 12.

11. The License Agreement is subject to approval by the Court. License Agreement ¶ 20. The Termination Agreement will only become effective upon Court approval of the License Agreement. Termination Agreement ¶ 12. The two agreements are an integrated whole, one providing for new space and the other terminating the old space, contingent on Court approval of the new space. Bengelsdorf Aff. ¶ 13.

12. The Termination Agreement provides for the Liquidator to vacate and surrender the basement storage space at 61 Broadway no later than ten business days after receipt of the Court's approval of the License Agreement. Termination Agreement ¶ 2. The Liquidator is to vacate and surrender the sixth-floor office space at 61 Broadway on or before June 30, 2026.

Termination Agreement ¶ 3. The Termination Agreement provides for a fixed rent for the sixth-floor space of \$30,656.64 per month through January 31, 2026 and \$31,895.36 per month thereafter to June 30, 2026. Termination Agreement ¶ 3(g). That rent is the same as the fixed rent the Liquidator is paying under the existing Lease. Bengelsdorf Aff. ¶ 14.

13. The Termination Agreement also provides for the Broadway Landlord to reimburse the Liquidator for rent paid after September 1, 2025 plus \$50,000 for moving expenses within 15 days after the Liquidator vacates and surrenders the sixth-floor space. Termination Agreement ¶ 12(h). The Termination Agreement contains limited mutual releases effective when the Liquidator surrenders the space, Termination Agreement ¶¶ 2(d), (e), 3(d), (e), and provides for return of the Liquidator's security deposit. Termination Agreement ¶ 11. Bengelsdorf Aff. ¶ 15.

14. The Liquidator will be able to vacate the basement storage space at 61 Broadway no later than ten business days after receipt of the Court's approval of the License Agreement. With the move of IT operations to the Cloud, the Liquidator expects to vacate the sixth floor space at 61 Broadway on or about April 30, 2026. Bengelsdorf Aff. ¶ 16.

15. The License Agreement provides for the Liquidator with a license to use a smaller space (3,667 rentable square feet as opposed to the current 7,949 square feet) on the eighth floor of a building at 32 Old Slip, New York, which is a few blocks from the liquidation's current offices at 61 Broadway. License Agreement ¶¶ 1, 14. The term of the License Agreement commences on March 1, 2026 and expires on May 31, 2028. License Agreement ¶ 2. The Old Slip Landlord will provide services to and furnishings for the space. License Agreement ¶¶ 9, 19. Bengelsdorf Aff. ¶ 17.

16. The monthly license fee for the Old Slip space under the License Agreement will be \$16,195.92. License Agreement ¶ 18. That is slightly over half of the current \$30,656.64 monthly rent at 61 Broadway. The License Agreement provides the Liquidator with an option to extend the term of the License Agreement for one year, from June 1, 2028 through May 31, 2029, at a monthly license fee of \$16,681.79. License Agreement ¶ 16. Bengelsdorf Aff. ¶ 18.

17. The Liquidator recommends approval of the License Agreement and the related Termination Agreement as fair and reasonable and in the best interests of the liquidation of Home. They are fair and reasonable and in the best interests of the liquidation of Home and its creditors because (1) the combination of the License Agreement and the Termination Agreement will permit the Liquidator to reduce the rented space to a size more commensurate with the needs of the liquidation in advance of the present June 30, 2027 earliest termination date of the Lease; (2) together, they will provide substantial savings on monthly rent when the liquidation moves to the Old Slip space on or about April 30, 2026; and (3) the License Agreement will provide adequate space for the remaining liquidation operations in New York through May 31, 2028 and an additional year, if necessary. Bengelsdorf Aff. ¶ 19.

WHEREFORE, the Liquidator requests that the Court:

- A. Grant this Motion for Approval of License Agreement and Termination of New York Lease;
- B. Enter an order in the form submitted herewith approving the License Agreement and the related Termination Agreement; and
- C. Grant such other and further relief as justice may require.

Respectfully submitted,

DAVID J. BETTENCOURT, INSURANCE
COMMISSIONER OF THE STATE OF
NEW HAMPSHIRE, SOLELY AS
LIQUIDATOR OF THE HOME
INSURANCE COMPANY,

By his attorneys,

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December 2, 2025

Certificate of Service

I hereby certify that a copy of the foregoing Liquidator's Motion for Approval of License Agreement and Termination of New York Lease, the Affidavit of Peter A. Bengelsdorf, and the Proposed Order, were sent this 2nd day of December, 2025, by first class mail, postage prepaid to all persons on the attached service list.

/s/ Eric A. Smith
Eric A. Smith
NH Bar ID No. 16952

STATE OF NEW HAMPSHIRE

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12/2/25

RXR 32 OLD SLIP OWNER LLC
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New York, New York 10005

November 25, 2025

David J. Bettencourt,
New Hampshire Commissioner of Insurance
Solely in his Capacity as Liquidator of
The Home Insurance Company
61 Broadway, 6th Floor
New York, NY 10006

Re: Suite 803 at 32 Old Slip, New York, New York

Ladies and Gentlemen:

This letter agreement (this "Agreement") will confirm our agreement with respect to our granting to you ("Licensee" or "you" or "You") a license to occupy the Licensed Area (hereinafter defined) in the building known as 32 Old Slip (the "Building") on the following terms and conditions:

1. Licensed Area - The Licensed Area, Suite 803, consists of a portion of the 8th floor of the Building indicated by hatching on Exhibit A attached hereto and made a part hereof, which the parties agree contains 3,667 rentable square feet (the "Licensed Area"). You shall have the exclusive right, control and possession to the Licensed Area during the Term.

2. Term; Licensee's Early Access - The term of this Agreement (the "Term") will commence on March 1, 2026 (the "Commencement Date") and will expire on May 31, 2028, unless terminated earlier or extended in accordance with law or the terms hereof. Notwithstanding that this Agreement is a License, we hereby agree that unless by mutual consent of the parties hereto, we shall have no right to revoke this License at any time during the Term unless this License is terminated as expressly provided herein.

Despite the Commencement Date noted above, you will have the right to access the Licensed Area and the Building at least thirty (30) days prior to the Commencement Date solely to install your intellectual technology, wiring, servers, furniture and other personal property to prepare the space for your occupancy (and you shall not, for the avoidance of doubt, have the right to occupy the Licensed Area for the conduct of business during such early access period); provided any such access shall be coordinated upon reasonable prior notice to Landlord and shall be subject to such reasonable rules and protocols as may be established by Landlord with respect thereto and shall otherwise be subject to the applicable terms and conditions of this License, including, without

limitation, your insurance and indemnification obligations hereunder and the provisions governing alterations. Notwithstanding the foregoing, you will not have any obligation to insure any existing personal property stored or left in the Licensed Area for your use during the Term.

3. No Representations - The Licensed Area is being delivered to you, and you agree to accept the Licensed Area, vacant and free of tenancies, in its "as is" condition, as of the Commencement Date, *provided that*, the Licensed Area will be delivered on the Commencement Date in good working order including functional systems within the Licensed Area (*e.g.*, lighting, water), areas providing services (*e.g.*, bathrooms) to the Licensed Area and all other common areas serving the Licensed Area, *provided further that* the Building and the Licensed Area is in compliance with all applicable local, state and federal building codes to the extent any such non-compliance would adversely affect Licensee's use and occupancy of the Licensed Area and there shall be no condition in the Licensed Area on the Commencement Date that is hazardous to the health and safety of Licensee and its occupants (the condition that satisfies the foregoing requirements is referred to as the "Delivery Condition"). Except as otherwise provided herein, we have not made nor do we make any representations or promises with respect to the Building or the Licensed Area and you agree that we do not have any obligation to perform any work, pay any amount or otherwise prepare the Licensed Area for your use and occupancy. Lessee will have the right to do a walk-through when the existing tenant vacates the Licensed Area.

4. Alterations - You will not make or permit to be made any alteration, installation, improvement, addition or other physical change in or about the Licensed Area without our prior written consent. We shall not unreasonably withhold our approval to any Alteration that is not a Material Alteration. "Material Alteration" means an Alteration that (i) is not limited to the interior of the Licensed Area or that affects the exterior (including the appearance) of the Building or any portion thereof, (ii) is structural or affects the strength of the Building or any portion thereof, (iii) affects the usage or the proper functioning of any of the Building systems, (iv) requires the consent of any lender or superior lessor or (v) requires a change to the Building's certificate of occupancy.

5. Repairs - You, at your expense, shall maintain and take good care of the Licensed Area, including the fixtures and appurtenances therein, and make all nonstructural repairs thereto as and when needed to preserve them in the condition which existed on the Commencement Date, normal wear and tear and damage by casualty excepted. Notwithstanding the foregoing, all damage or injury to the Licensed Area or to any other part of the Building, or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from misuse or negligent conduct or omission of you, your agents, employees, invitees or licensees, will be repaired, at your expense, by you to our reasonable satisfaction (if the required repairs are nonstructural in nature and do not affect any Building system), or by us (if the required repairs are structural in nature or affect any Building system). We agree to perform the services necessary to maintain the Building systems and common areas serving the Licensed Area in good working condition. You also will repair all damage to the Building and the Licensed Area caused by the moving of your property.

6. Use - You may use the Licensed Area for executive, administrative and general office use and for no other purpose.

7. Access - We and our agents will have the right, from time to time throughout the Term, to enter any portion of the Licensed Area at all reasonable times to examine the same, to show the same to prospective purchasers, mortgagees or lessees of the Building or any space therein, and to make such repairs, alterations, improvements or additions as we may deem necessary or desirable to the Licensed Area or any other portion of the Building, or, at your expense, which we may elect to perform following your failure to make repairs or perform any work which you are obligated to make or perform under this Agreement, *provided that*, at least twenty-four (24) hours notice will be provided to you prior to any access permitted in this section and such access shall be in the presence of one of your authorized representatives so long as you make such representative available, except no such notice or representative being present will be required in the case of an emergency. We will be responsible for any damage or injury to your property or to persons caused by our negligence or willful misconduct during our entry into the Licensed Area.

8. Requirements of Law - Without limiting Licensor's obligations in respect of compliance with all applicable laws as it relates to the Delivery Condition of the Licensed Area, you, at your expense, shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities now existing or hereafter created, and of any and all of their departments and bureaus, and of any applicable fire rating bureau, or other body exercising similar functions applicable to the use and/or occupancy of the Licensed Area; provided, that (1) in lieu of any such compliance you may vacate the Licensed Area within a reasonable time after receipt of any notice of violation or non-compliance, and (2) nothing contained herein shall require Licensee to make any (i) structural changes or (ii) changes to Building systems, unless, in the case of either of clauses (i) or (ii) the same are necessitated by reason of Licensee's performance of any Alterations or Licensee's particular manner of use of the Premises (other than mere office use).

9. Services -

(a) We will provide to the Licensed Area such services, at such times and at such levels, as are generally provided without charge (other than by way of reimbursement as operating expenses) to other tenants of the Building, including, without limitation, standard Building cleaning on business days, water, HVAC, electric service (subject to clause (b) below), plumbing or other mechanical services and systems. If we furnish any additional or extra services to the Licensed Area or any services to the Licensed Area at your request during periods other than Building standard hours on business days, you will pay customary charges to other licensees or tenants in the Building for such services. Your use of electricity will not exceed the capacity of the existing feeders to the Building or the risers or wiring installations therein, and you will not use any electrical equipment which, in our sole judgment, will overload such installations or interfere with the use thereof by tenants in the Building. Except as expressly set forth in this Section 9, we will have no obligation to supply any other services to the Licensed Area. We reserve the right to stop service of the elevator, electrical, plumbing or other mechanical systems or facilities in the Building when necessary, by reason of accident or emergency, or for repairs, additions, alterations, replacements or improvements in our good faith judgment desirable or

necessary to be made, until said repairs, alterations, replacements or improvements have been completed. We will have no responsibility or liability for interruption, curtailment, failure or defect in the supply or character of electric service, HVAC, elevator service, plumbing or other mechanical systems furnished to the Licensed Area when prevented by delays for any reason not attributable to our gross negligence or willful misconduct, or by any requirement of any governmental authority or due to the exercise of our right to stop services as provided in this Section 9. The exercise of such right or such failure by us will not constitute an actual or constructive eviction, in whole or in part, or entitle you to any compensation, or relieve you from any of your obligations under this Agreement, or impose any liability upon us or our agents by reason of inconvenience or annoyance to you, or injury to or interruption of your business, or otherwise. Upon cessation of the condition which prevented us from supplying services to the Licensed Area, we will promptly and diligently pursue the restoration of such services. Notwithstanding the foregoing, if without the fault or neglect of Licensee or any person claiming through or under Licensee, any material portion of the Licensed Area is rendered Untenantable for a period of 5 consecutive (a Friday and a Monday shall be deemed to be consecutive) Business Days after Licensee shall have notified Licensor of such Untenantability, by reason of any stoppage or interruption of any service to be provided by Licensor to the Licensed Area, but excluding by reason of a casualty to the Building or an Unavoidable Delay, and provided Licensee is not then in default under this License beyond any applicable notice or cure period, then for the period commencing on the 6th Business Day after Licensee's giving notice to Licensor that such material portion of the Licensed Area is so Untenantable, until such material portion of the Licensed Area is no longer Untenantable, the License Fee shall be appropriately abated with respect only to such material portion. "Untenantable" means that Licensee shall be unable to access the Licensed Area or Licensee shall be unable to use, and, in either case, shall not be using, the Licensed Area or the applicable portion thereof for the conduct of Licensee's business. "Unavoidable Delay" means Licensor's inability to fulfill or delay in fulfilling any of its obligations under this Agreement to be performed by Licensor or Licensor's inability to make, or Licensor's delay in making, any repairs, additions, alterations, improvements or decorations or Licensor's inability to supply, or Licensor's delay in supplying, any equipment or fixtures, if Licensor's inability or delay is due to or arises by reason of accident, strikes, labor troubles or disruptions, disruptions in the supply chain, or weather conditions that render the performance of any such obligation or work unsafe or impracticable, or any cause whatsoever beyond Licensor's reasonable control, including, without limitation, governmental preemption in connection with a national emergency or other actions of a governmental or quasi-governmental authority, Laws, shortages of materials, unavailability of labor, fuel, water, electricity or materials, or delays caused by tenants or other occupants, mechanical breakdown, acts of God, enemy action, civil commotion, actual or threatened health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other health risk), fire or other casualty.

(b) Your demand for, and consumption of, electricity serving the Licensed Area shall be determined by meter or meters installed (or, if existing, retrofitted) by us at our expense. You shall pay for such electric consumption from and after the Commencement Date within 30 days after rendition of bills therefor, which bills shall be rendered by or on behalf of us separately for each meter. Within 30 days after our written request therefor, you shall give to us a letter

executed by you on your letterhead authorizing the electric service provider to provide us access to your electricity consumption information.

(c) The amount payable by you per kilowatt ("KW") and kilowatt hour ("KWH") for electricity consumed within the Licensed Area shall be 103% of the amount at which we from time to time purchase each KW and KWH of electricity for the same period from the utility company and/or alternate providers (including, without limitation, all surcharges, taxes, fuel adjustments, market supply and market adjustment charges, taxes passed on to consumers by the public utility, and other sums payable in respect thereof), plus all surcharges, taxes and other sums payable in respect of our sale of electricity to you.

10. Insurance and Indemnity -

(a) You, at your expense, shall maintain at all times during the Term commercial general liability and property damage insurance for your own personal property in respect of the Licensed Area and the conduct or operation of business therein, with Licensor and its managing agent, if any, and any superior lessor and superior mortgagee whose name and address shall previously have been furnished to Licensee, as additional insureds, with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. You shall deliver to us and any such additional insured such certificates of insurance, in form satisfactory to us, issued by the insurance company or its authorized agent, at least 10 days before the Commencement Date. This property may be insured under the same policy as other locations occupied by you. You shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and you shall deliver to us and any additional insured such renewal policy at least 30 days before the expiration of any existing policy. All such policies shall be issued by companies reasonably acceptable to us and licensed to do business in New York State. All such policies or certificates shall contain a provision whereby the same cannot be cancelled or modified unless we and any additional insured are given at least 20 days' prior written notice of such cancellation or modification.

(b) You shall secure an appropriate clause in, or an endorsement upon, each insurance policy obtained by it and covering or applicable to the Licensed Area or the personal property, fixtures and equipment located therein, pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to us and our agents and employees. You hereby release us and our agents and employees in respect of any claim (including a claim for negligence) which you might otherwise have against us or our agents or employees for loss, damage or destruction with respect to your personal property by fire or other casualty (including rental value or business interest, as the case may be) occurring during the Term and normally covered under a fire insurance policy with extended coverage endorsement in the form normally used in respect of similar personal property in New York County.

(c) You shall indemnify and hold harmless us and our partners, directors, trustees, trust beneficiaries, stockholders, officers, agents, investment managers and employees

from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, attorneys' reasonable fees and costs, arising out of or in any way connected with (a) the conduct or management of the Licensed Area or of any business therein, or any work or thing whatsoever done, or any condition created (other than by us) in or about the Licensed Area during the Term; (b) any act, omission or negligence of you or your partners, directors, officers, agents, employees or contractors; (c) any accident, injury or damage whatever (unless caused by our negligence) occurring in, at or upon the Licensed Area; (d) any breach or default by you in the full and prompt payment and performance of your obligations under this Agreement, together with all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' reasonable fees and expenses; and (e) the handling, use, manufacture, storage, or disposal of hazardous materials by you, your agents, contractors, licensees or invitees on, under or about the Licensed Area in violation of applicable laws including, without limitation, the cost of any required or necessary investigation, repair, cleanup or detoxification and the preparation of any closure or other required plans in connection herewith, whether voluntary or compelled by governmental authority. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall you be liable for any consequential, special, incidental, pecuniary or punitive damages. In case any action or proceeding is brought against us and/or our partners, directors, trustees, trust beneficiaries, stockholders, officers, agents, investment manager and/or employees by reason of any such claim, you, upon notice from us, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to us). The indemnity obligations of you under this Section 10 shall survive any termination of this Agreement.

11. Assignment/Occupancy - You will not assign your rights or delegate your duties under this Agreement (whether by operation of law, transfer of interest in Licensee or otherwise) without our prior written consent, which consent may be granted or withheld in our sole discretion. You will not permit the Licensed Area or any part thereof to be occupied or used by any person or entity other than you and/or your affiliates. Any transfer contrary to the provisions of this Section 11 will be void.

12. Casualty and Condemnation - If the Licensed Area or any other portion of the Building (other than a de minimis portion) is damaged by fire or other casualty or is taken by eminent domain, we will have the option, within 20 days after the occurrence of such event, to terminate this Agreement by giving you a notice of such termination. If we elect to terminate this Agreement as aforesaid, the Term will expire upon the 20th day after such notice and you will vacate the Licensed Area and surrender same to us in the condition otherwise required in Section 16 hereof. If we do not exercise our option to terminate this Agreement as aforesaid, we will promptly repair and restore the Licensed Area to substantially the condition which existed on the Commencement Date, to the extent the same may be feasible; provided that all such restoration shall be completed within 90 days of such damage. If the damage by fire or other casualty occurs in the last year of the term of this Agreement or cannot be restored within such 90 day period, you shall have the right to terminate this Agreement upon 10 days written notice to us.

13. Termination - In addition to any and all other rights or remedies provided in this Agreement or which we may have at law, in equity, or otherwise, if you fail to comply with any

obligations imposed upon you hereunder, we will have the right, after 15 days written notice to you of any such non-compliance (which will be stated with particularity in such notice) and your failure to remedy the same within such period (provided that with respect to a non-monetary default if such non-compliance cannot be remedied within such 15 day period, Licensor shall not have the right to terminate this Agreement so long as you immediately commence to cure the same within such period and diligently prosecute such cure to completion), to terminate this Agreement on the date specified by us in such notice as if such date were the date herein fixed for the expiration of the Term, and after such expiration of all notice and cure periods you will immediately quit and surrender the Licensed Area as required hereby.

14. License and Not a Lease - This Agreement is not to be construed as in any way granting to you any interest in the Licensed Area; it is being intended, that this Agreement merely grants to you a license to enter upon and use the Licensed Area in accordance with the terms hereof and will not be deemed to grant to you a leasehold or other real property interest in the Licensed Area.

15. Waiver of Trial by Jury - You hereby waive trial by jury in any action, proceeding or counterclaim brought by either of us against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this Agreement.

16. Renewal Option - You will have the one-time option (the "Renewal Option") to renew the Term for one additional year (the "Extended Term") commencing on June 1, 2028 and expiring on May 31, 2029, by providing notice to Licensor on or before September 1, 2027. Failure to provide notice in accordance with the terms of this Section 16 shall constitute a waiver of Licensee's right to exercise the Renewal Option. If Licensee duly exercises the Renewal Option, the License Fee payable during the Extended Term shall be \$16,681.79 per month, payable on the 1st day of each and every calendar month during the Extended Term.

17. End of Term - Upon the expiration or earlier termination of the Term, you will quit and surrender to us the Licensed Area vacant, broom-clean, in at least the order and condition as shall have existed on the Commencement Date, ordinary wear and tear and damage by casualty excepted, and you will remove all of your personal property from therein. You acknowledge that possession of the Licensed Area must be surrendered to us upon the expiration or earlier termination of this Agreement. You recognize and agree that damage to us resulting from any failure by you to timely surrender possession of the Licensed Area as aforesaid will be extremely substantial and will be impossible to accurately ascertain. Nothing herein contained will be deemed to permit you to retain possession of the Licensed Area after the expiration or earlier termination of the Term. The provisions of this Section 17 will survive the expiration or earlier termination of the Term.

18. License Fee - You will pay to us (in addition to any other amounts set forth herein) commencing on June 1, 2026 and on the 1st day of each and every calendar month thereafter while this Agreement is in effect, a license fee for the use and occupancy of the Licensed Area in the amount of \$16,195.92 per month. We agree that the first three (3) months of your occupancy shall be not subject to the payment of any license fees.

19. Furnishings - We will provide the furniture, fixtures and equipment (the "Furnishings") that are in the Licensed Area on the Commencement Date. A list of the Furnishings anticipated to be included in the Licensed Area as of the Commencement Date is attached hereto as Exhibit B. The Furnishings may be used by you in connection with your conduct of business and use and occupancy of the Licensed Area during the Term. Prior to the Commencement Date, you may request that Furnishings be removed from the Licensed Area and we will complete such removal. You, at your expense, shall maintain the Furnishings during the term of this Agreement, normal wear and tear excepted, but shall have no obligation to insure or replace the same. During the Term of this Agreement, you shall not be permitted to remove any of the Furnishings from the Licensed Area without obtaining our prior written consent, which will not be unreasonably withheld. If any of the Furnishings become worn out or obsolete through normal wear and tear, neither you or us shall have any obligation to replace such Furnishings. Notwithstanding that the Furnishings may include telecommunications equipment, you acknowledge that you are solely responsible to set up your telephone and telecommunications services by retaining a service provider and you shall solely be responsible for any payments in connection therewith. On the License Expiration Date or sooner termination of the Term, you shall return the Furnishings to us in substantially the condition they were in before the commencement of the Term, ordinary wear and tear and damage by casualty and any furniture that broke and was disposed of excepted. The provisions of this Section 19 shall survive the termination of this Agreement.

20. Limit of Liability. Neither the partners comprising us, nor the shareholders (nor any of the partners comprising same), partners, directors, officers, trustees, trust beneficiaries, agents or investment managers of any of the foregoing (collectively, the "Parties") will be liable for the performance of our obligations under this Agreement. You will look solely to us to enforce our obligations hereunder and will not seek any damages against any of the Parties. Our liability for our obligations under this Agreement will be limited to all insurance proceeds under all of our insurance policies, the real property and all of our other assets to satisfy a judgment for our failure to perform such obligations. In no event shall we ever be liable for consequential damages.

21. Court Approval (a) Notwithstanding any provision of this Agreement to the contrary, this Agreement is conditioned upon and shall become effective only on Licensee's receipt of approval (the "Court Approval") of the Superior Court of Merrimack County, New Hampshire (the "Court"), in the Company's liquidation proceeding *entitled In the Matter of the Liquidation of The Home Insurance Company*, Docket No. 217-2003-EQ-00106.

(b) You shall apply to the Court for the Court Approval promptly following the full execution and delivery of this Agreement and shall use commercially reasonable efforts to obtain the Court Approval as soon as reasonably practicable and shall furnish Landlord with notice of such Court Approval within five (5) business days of your receipt thereof, such notice to contain a copy of the Court Approval. If despite such commercially reasonable efforts, the Court does not approve this Agreement by that date which is ninety (90) days after the date of this Agreement as first set forth above, either of us may terminate this Agreement upon three (3) business days' notice to the other party given at any time thereafter and prior to your receipt of the Court Approval, whereupon this Agreement shall be null and void ipso facto, and of no force and effect.

22. Bills and Notices - Any notice or demand, consent, approval or disapproval, or statement (collectively called "Notices") required or permitted to be given by the terms and provisions of this Agreement, or by any law or governmental regulation, either by us to you or by you to us, shall be in writing and unless otherwise required by such law or regulation, shall be personally delivered or sent by United States mail postage prepaid as registered or certified mail, return receipt requested (provided, however, that all default notices shall be sent by registered or certified mail as aforesaid) or by a nationally recognized overnight courier service. Any Notice shall be addressed to us or you, as applicable, at the address first set forth above as said address may be changed from time to time as hereinafter provided. By giving the other party at least 10 days prior notice, either party may, by Notice given as above provided, designate a different address or addresses for Notices. Any Notice shall be deemed given as of the date of delivery as indicated by affidavit in case of personal delivery or if sent by a nationally recognized overnight courier service or by the return receipt in the case of mailing; and in the event of failure to deliver by reason of changed address of which no Notice was given or refusal to accept delivery, as of the date of such failure as indicated by affidavit or on the return receipt or by notice of the postal service or the nationally recognized overnight courier service, as the case may be.

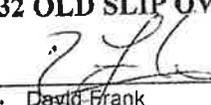
23. Brokers - You covenant, warrant and represent that no broker or agent was instrumental in bringing about or consummating this Agreement and that you and we had no conversations or negotiations with any broker or agent concerning this Agreement. Each of us agrees to indemnify and hold the other party harmless against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, arising out of any conversations or negotiations had by you with any broker or agent. The provisions of this Section 22 will survive the termination of this Agreement.

24. Miscellaneous - This Agreement contains the entire agreement between the parties with respect to the Licensed Area and all prior negotiations and agreements are merged into this Agreement. This Agreement may not be modified or amended, nor any of its provisions waived, except by a written instrument executed by the party against whom enforcement of the modification, amendment or waiver is sought. This Agreement may be signed in counterparts, all of which when taken together shall constitute one and the same agreement. Signatures sent by electronic means shall constitute originals. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Please confirm your agreement with the foregoing by signing this letter in the space provided below.

Very truly yours,

RXR 32 OLD SLIP OWNER LLC

By: 
Name: David Frank
Title: Authorized Person

Agreed to:

**DAVID J. BETTENCOURT
NEW HAMPSHIRE COMMISSIONER OF INSURANCE
SOLELY IN HIS CAPACITY AS LIQUIDATOR OF
HOME INSURANCE COMPANY**

By: 
Name: Peter A. Bengelsdorf
Title: Special Deputy Liquidator

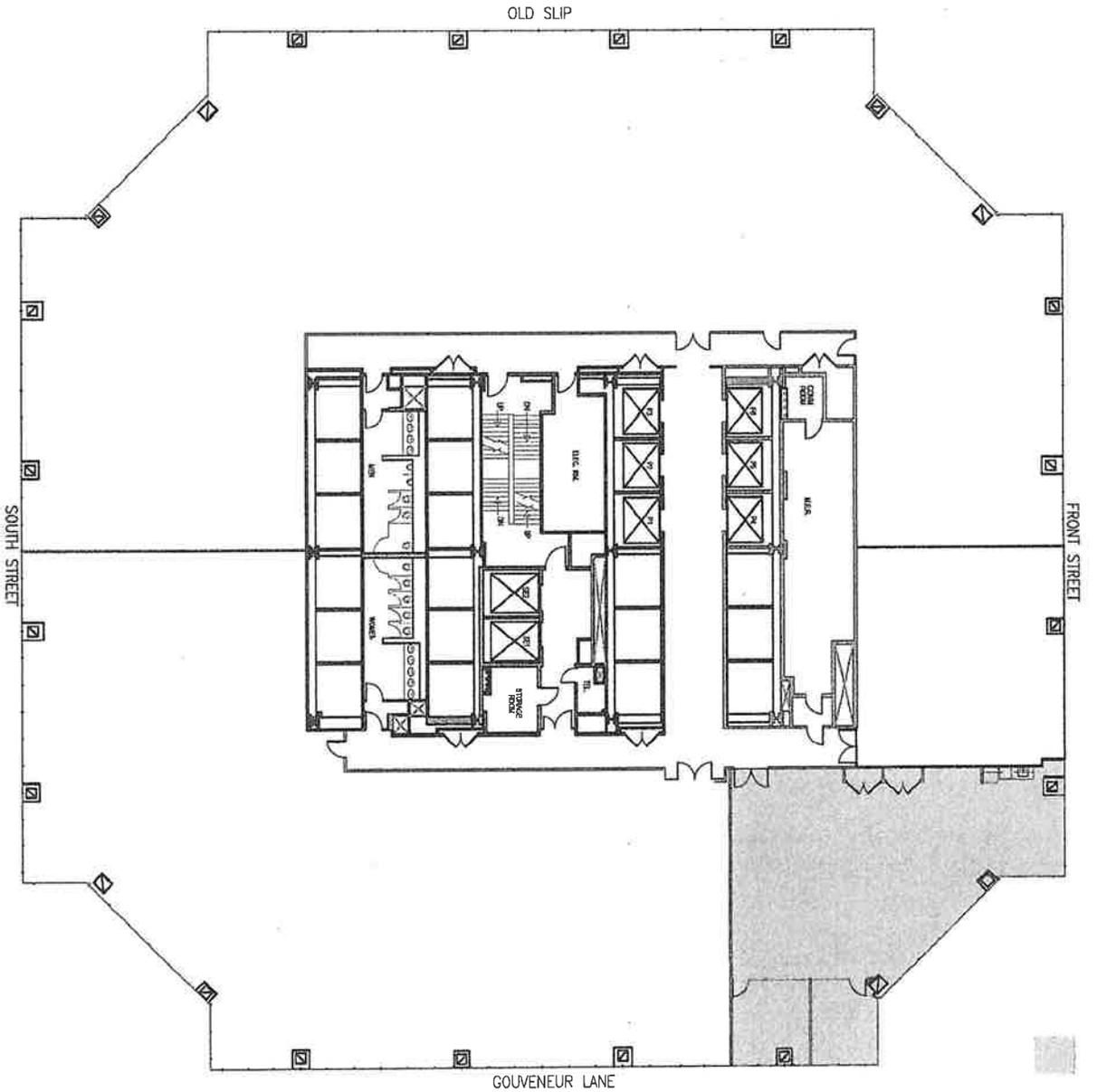
EXHIBIT A

LICENSED AREA

LEASE EXHIBIT - PREMISES PLAN

SUITE 803

**8th FLOOR
32 OLD SLIP
NEW YORK, NEW YORK**



AREA OF PREMISES

PROJECT LOCATION	
DATE	NOV 21, 2015
DRAWN BY	dhond

EXHIBIT B
LIST OF FURNISHINGS

Suite 803 Furnishings

- 1 oval conference room table
- 8 black conference table chairs
- 22 workstations
- 22 workstation chairs
- 1 high top table
- 4 blue high-top chairs
- 1 desk
- 1 desk chair

**FOURTH AMENDMENT OF LEASE AND
COMPLETE SURRENDER AND
LEASE TERMINATION AGREEMENT**

FOURTH AMENDMENT OF LEASE AND COMPLETE SURRENDER AND LEASE TERMINATION AGREEMENT (this "**Agreement**"), dated as of November 25, 2025, between **RXR 61 BROADWAY OWNER LLC**, a Delaware limited liability company ("**Landlord**"), and **DAVID J. BETTENCOURT, NEW HAMPSHIRE COMMISSIONER OF INSURANCE, SOLELY IN HIS CAPACITY AS LIQUIDATOR OF THE HOME INSURANCE COMPANY**, having an office at 61 Broadway, New York, New York 10006 ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to an Agreement of Lease dated as of March 29, 2010 (the "**Original Lease**"), as amended by Amendment of Lease dated May 24, 2017 (the "**First Amendment**"), Second Amendment of Lease dated as of January 11, 2021 (the "**Second Amendment**") and Third Amendment of Lease dated October 8, 2024 (the "**Third Amendment**"); (the Original Lease as amended by the First Amendment, the Second Amendment and the Third Amendment being hereinafter called, the "**Lease**") covering Premises (the "**Premises**") in the building located at 61 Broadway, New York, New York (the "**Building**") as more particularly described in the Lease; and

WHEREAS, Tenant desires to surrender the Premises known as the Storage Space (the "**Storage Space**") consisting of approximately 3,325 rentable square feet in the basement of the Building and Suite 600 (the "**Suite 600 Space**") consisting of approximately 7,949 rentable square feet on the 6th floor of the Building, and shown on Exhibit A annexed hereto, in each case prior to its scheduled expiration and to terminate the Lease effective upon the surrender of Suite 600, and Landlord is agreeable thereto on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Landlord and Tenant covenant and agree as follows:

1. Definitions; No Other Agreements. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Lease. The provisions of this Agreement shall supersede any inconsistent provisions contained in the Lease, regardless of whether such inconsistent provisions are contained in the body of the Lease or in any rider, exhibit or schedule thereto, or in any amendment, modification, letter, notice or other written instrument executed in connection therewith or sent pursuant thereto. All references in this Agreement and the Lease to "this Lease", "this lease" or the "Lease," or similar references shall mean the Lease as amended by this Agreement.

2. Surrender of the Storage Space.

(a) Subject to receipt of Court Approval (as defined in Section 12 below), and

no later than ten (10) business days after receipt thereof (the "Storage Space Surrender Date"), Tenant shall surrender to Landlord the Storage Space, and the term and the estate granted in respect of the Storage Space shall be wholly extinguished and the term of the Lease with respect to the Storage Space shall expire on the Storage Space 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. At least ninety (90) days prior to the Storage Space Surrender Date, Landlord shall make available to Tenant, the 6th Floor space previously occupied by Tenant at no additional cost or expense, for Tenant to store personal property previously stored in the Storage Space for the period up to the Suite 600 Surrender Date.

(b) On or before the Storage Space Surrender Date, time being of the essence with respect to such date, Tenant shall remove Tenant's personal property and equipment from the Storage Space and shall vacate the Storage Space and deliver vacant possession thereof to Landlord. Without limiting Tenant's obligations set forth above, any of Tenant's personal property and equipment remaining in the Storage Space after the Storage Space Surrender Date shall be deemed abandoned by Tenant and Landlord may take possession thereof and retain the same as Landlord's property or dispose of same at Tenant's expense in any manner Landlord determines without accountability therefor to Tenant.

(c) Tenant represents and covenants that nothing has been or will be done or suffered whereby the Lease, or the term or estate thereby granted with respect to the Storage Space, or any part thereof, or any alterations, decorations, installations, additions and improvements in and to the Storage Space, or any part thereof which are in existence as of the date of this Agreement, have been or will be encumbered in any way whatsoever, and that Tenant is the tenant party under the Lease in respect of the Storage Space and has and will have good right to surrender the same on the Storage Space Surrender Date, and that no one other than Tenant has acquired or will acquire before the Storage Space Surrender Date through or under Tenant any right, title or interest in or to the Storage Space, or any part thereof, or in or to said alterations, decorations, installations, additions and/or improvements or any part thereof.

(d) Provided Landlord is in compliance with its obligations under the Lease and this Agreement, from and after the Storage Space Surrender Date, Tenant shall be deemed to have released Landlord, its members, officers, directors, representatives, employees and their respective successors and assigns, from all liabilities, of every kind and nature, losses, actions, causes of action, suits, debts, dues, sums of money, obligations, liens, controversies, costs, expenses, attorneys' fees, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, for, on account of, arising from or in any way related to the Lease in respect of the Storage Space other than (i) claims for indemnification by reason of events arising prior to the Storage Space Surrender Date; (ii) any obligation or liability accrued under the Lease and unsatisfied as of the Storage Space Surrender Date; and (iii) any matters related to claims brought by third parties relative to the Lease (including but not limited to claims for personal injury or property damage); provided, however, that nothing set forth herein shall be deemed to constitute a release or discharge of any obligations of Landlord arising under this Agreement.

(e) Provided Tenant is in compliance with its obligations under the Lease and this Agreement, from and after the Storage Space Surrender Date, Landlord shall be deemed to have released Tenant, its members, partners, officers, directors, representatives, employees and their respective successors and assigns, from all liabilities, of every kind and nature, losses, actions, causes of action, suits, debts, dues, sums of money, obligations, liens, controversies, costs, expenses, attorneys' fees, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, for, on account of, arising from or in any way related to the Lease in respect of the Storage Space other than (i) claims for indemnification by reason of events arising prior to the Storage Space Surrender Date; (ii) any obligation or liability accrued under the Lease for the Storage Space and unsatisfied as of the Storage Space Surrender Date; and (iii) any matters related to any claims brought by third parties relative to the Lease (including but not limited to claims for personal injury or property damage); provided, however, that nothing set forth herein shall be deemed to constitute a release or discharge of any obligations of Tenant arising under this Agreement.

(f) If Tenant shall fail to surrender the Storage Space pursuant to this Agreement, then Tenant shall be deemed to be a holdover tenant and be subject to all of Landlord's rights and remedies set forth in the Lease and this Agreement and Landlord may pursue against Tenant any and all remedies at law or in equity available to it as the Landlord under the Lease or this Agreement or otherwise.

(g) Tenant will pay and be responsible for all Storage Space electric charges through the actual date of its surrender and vacating the Storage Space.

3. Surrender of the Suite 600 Space and Termination of Lease.

(a) On the date Tenant has fully complied with the requirements described in paragraph (b) below (the "Suite 600 Surrender Date"), which shall not be later than June 30, 2026, Tenant shall surrender to Landlord the Suite 600 Space, and the term and the estate granted under the Lease shall be wholly extinguished and the term of the Lease shall expire on the Suite 600 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.

(b) On or before the Suite 600 Surrender Date, time being of the essence with respect to such date, Tenant shall remove Tenant's personal property and equipment from the Suite 600 Space and shall vacate the Suite 600 Space and deliver vacant possession thereof to Landlord. Without limiting Tenant's obligations set forth above, any of Tenant's personal property and equipment remaining in the Suite 600 Space after the Suite 600 Surrender Date shall be deemed abandoned by Tenant and Landlord may take possession thereof and retain the same as Landlord's property or dispose of same at Tenant's expense in any manner Landlord determines without accountability therefor to Tenant. Notwithstanding the foregoing, Tenant shall have no obligation to remove existing wiring, empty server racks, server canopy, supplemental air-conditioning and existing sub-electrical panels in the Suite 600 Space.

(c) Tenant represents and covenants that nothing has been or will be done or suffered whereby the Lease, or the term or estate thereby granted with respect to the Suite 600

Space, or any part thereof, or any alterations, decorations, installations, additions and improvements in and to the Suite 600 Space, or any part thereof, which are in existence as of the date of this Agreement have been or will be encumbered in any way whatsoever, and that Tenant is the tenant party under the Lease in respect of the Suite 600 Space and has and will have good right to surrender the same on the Suite 600 Surrender Date, and that no one other than Tenant has acquired or will acquire before the Suite 600 Surrender Date through or under Tenant any right, title or interest in or to the Suite 600 Space, or any part thereof, or in or to said alterations, decorations, installations, additions and/or improvements or any part thereof.

(d) From and after the Suite 600 Surrender Date, Tenant shall be deemed to have released Landlord, its members, officers, directors, representatives, employees and their respective successors and assigns, from all liabilities, of every kind and nature, losses, actions, causes of action, suits, debts, dues, sums of money, obligations, liens, controversies, costs, expenses, attorneys' fees, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, for, on account of, arising from or in any way related to the Lease in respect of the Suite 600 Space other than (i) claims for indemnification by reason of events arising prior to the Suite 600 Surrender Date; (ii) any obligation or liability accrued under the Lease and unsatisfied as of the Surrender Date; and (iii) any matters related to claims brought by third parties relative to the Lease (including but not limited to claims for personal injury or property damage); provided, however, that nothing set forth herein shall be deemed to constitute a release or discharge of any obligations of Landlord arising under this Agreement.

(e) Provided Tenant is in compliance with its obligations under the Lease and this Agreement, from and after the Suite 600 Surrender Date, Landlord shall be deemed to have released Tenant, its members, partners, officers, directors, representatives, employees and their respective successors and assigns, from all liabilities, of every kind and nature, losses, actions, causes of action, suits, debts, dues, sums of money, obligations, liens, controversies, costs, expenses, attorneys' fees, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, for, on account of, arising from or in any way related to the Lease in respect of the Suite 600 Space other than (i) claims for indemnification by reason of events arising prior to the Suite 600 Surrender Date and (ii) any obligation or liability accrued under the Lease for the Suite 600 Space and unsatisfied as of the Suite 600 Surrender Date; and (iii) any matters related to claims brought by third parties relative to the Lease (including but not limited to claims for personal injury or property damage); provided, however, that nothing set forth herein shall be deemed to constitute a release or discharge of any obligations of Tenant arising under this Agreement.

(f) If Tenant shall fail to surrender the Suite 600 Space pursuant to this Agreement, then Tenant shall be deemed to be a holdover tenant and be subject to all of Landlord's rights and remedies set forth in the Lease and this Agreement and Landlord may pursue against Tenant any and all remedies available to it at law or in equity as Landlord under the Lease or this Agreement or otherwise.

(g) Commencing as of September 1, 2025, notwithstanding anything to the contrary contained in the Lease, Tenant shall pay Fixed Rent for the Suite 600 Space at the rate of \$30,656.64 per month through January 31, 2026 and \$31,895.36 from February 1, 2026 through June 30, 2026. In addition, Tenant shall continue to pay through the Suite 600 Surrender Date, Escalation Rent for all increases in Taxes and all other items of additional rent for the Suite 600 Space as provided in the Lease.

(h) Notwithstanding paragraph (g) above, provided Tenant is not in default hereunder after the expiration of written notice and a reasonable cure period for Tenant to cure such default, and has surrendered the Suite 600 Surrender Space, Landlord will reimburse Tenant after Tenant has surrendered the Suite 600 Space for all Fixed Rent, Escalation Rent and additional rent paid by Tenant pursuant to paragraph (g) above and an additional \$50,000 for Tenant's moving expenses. Landlord shall make such payment to Tenant within fifteen (15) days of the Suite 600 Surrender Date

4. **Acknowledgments:** In consideration of Landlord and Tenant entering into this Agreement, each party hereby states, represents and warrants the following to the other party:

(i) The execution of this Agreement has been duly authorized and the person signing on behalf of each party has the full power and authority to do so.

(ii) Any default hereunder shall constitute a default under the Lease and any default under the Lease shall likewise constitute a default hereunder.

(iii) This Agreement shall not be effective unless same shall have been signed by the Landlord and the Tenant.

(iv) Neither this Agreement nor the Lease nor any memorandum thereof or hereof shall be recorded and any attempt at recordation shall constitute a material event of default hereunder and shall further be null and void.

5. **Broker:** Each party represents and warrants to the other that it did not deal with any broker or finder in connection with this Agreement other than RXR Property Management LLC ("**Broker**"). Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all damages, liabilities, settlement payments, costs and expenses (including reasonable attorneys' fees incurred in defending an action or claim or enforcing this indemnity) which Landlord may incur by reason of any claim of or liability to any broker, finder or like agent (other than Broker) arising out of any dealings claimed to have occurred between Tenant and the claimant in connection with this Agreement, or the above representation being false. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all damages, liabilities, settlement payments, costs and expenses (including reasonable attorneys' fees incurred in defending an action or claim or enforcing this indemnity) which Tenant may incur by reason of any claim of or liability to any broker, finder or like agent (including Broker) arising out of any dealings claimed to have occurred between Landlord and the claimant in connection with this Agreement, or the above representation being false. Landlord shall pay any commission due Broker in connection with this Agreement, pursuant to a separate agreement. The provisions of this Article shall survive the expiration or earlier termination of the Lease and

this Agreement.

6. **Modification/Confirmation:** This Agreement contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein. This Agreement may not be modified or amended other than by a written instrument executed by both parties. Except as specifically modified and amended by this Agreement, there are no other changes or modifications to the Lease and all of the terms, covenants and conditions of the Lease are hereby ratified and confirmed as of the date of this Agreement but shall terminate as of the Suite 600 Surrender Date except for provisions that specifically survive the termination of the Lease or as provided in Sections 2(d) and 2(e) and Sections 3(d) and (e) above.

7. **Counterparts:** This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one agreement binding on all of the parties hereto, notwithstanding that all parties shall not have executed the same counterparts. Facsimile or electronic mail signatures shall be deemed originals.

8. **Successors and Assigns:** 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.

9. **Waiver of Jury Trial:** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters in any way arising out of or connected with the Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Storage Space and the Suite 600 Space, or this Agreement.

10. **Governing Law:** This Agreement shall be governed in all respects by the laws of the State of New York.

11. **Security:** Landlord and Tenant acknowledge that Landlord is holding \$178,125.00 as security for Tenant's obligations under the Lease as provided in Article 33 of the Lease. Landlord shall continue to hold and disburse such security as provided in Article 33 of the Lease, provided that in all events the security deposit shall be returned to Tenant within thirty (30) days of the Suite 600 Surrender Date. Despite anything to the contrary set forth in the Lease, Tenant shall have no obligation to repair or restore the Suite 600 Space as there is no obligation for Tenant to return the Suite 600 Space in any condition or to repair any damage caused in Tenant's move.

12. **Court Approval:**

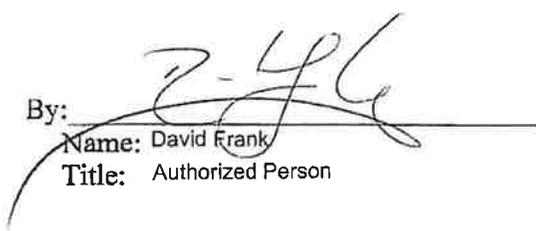
(a) Notwithstanding any provision of this Agreement to the contrary, this Agreement is conditioned upon and shall become effective only upon Tenant's receipt of approval (the "Court Approval") of the Superior Court of Merrimack County, New Hampshire (the "Court"), in Tenant's liquidation proceeding entitled In the Matter of the Liquidation of The Home Insurance Company, Docket No. 217-2003—EQ-00106 of the Letter Agreement dated November 25, 2025 by and between Tenant and RXR 32 Old Slip Owner LLC and the licensing transaction contemplated thereunder ("Letter Agreement").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

LANDLORD:
RXR 61 BROADWAY OWNER LLC

TENANT:

**DAVID J. BETTENCOURT, NEW
HAMPSHIRE COMMISSIONER OF
INSURANCE, SOLELY IN HIS CAPACITY A
LIQUIDATOR OF THE HOME INSURANCE
COMPANY**

By: 
Name: David Frank
Title: Authorized Person

By: 
Name: Peter A. Bengelsdorf
Title: Special Deputy Liquidator

EXHIBIT A
SUITE 600 SPACE

