

OTC MARKETS GROUP INC.

A Delaware Corporation

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Federal EIN: 13-3941069

NAICS: 523210

SIC Code: 6289

Supplemental Exhibit to:

Issuer's Quarterly Report

For the period ended September 30, 2018

ISSUER'S EQUITY SECURITIES

COMMON STOCK

Class A Common Stock

\$0.01 Par Value Per Share

14,000,000 Shares Authorized

11,546,304 Shares Outstanding as of October 31, 2018

OTCQX: OTCM

OTC Markets Group Inc. is responsible for the content of this Quarterly Report. The securities described in this document are not registered with, and the information contained in this report has not been filed with, or approved by, the U.S. Securities and Exchange Commission.

Execution Version

SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is executed as of September 12, 2018, by and between VIRTU KCG HOLDINGS LLC (as successor by merger to KCG Holdings, Inc.), a Delaware limited liability company ("Sublandlord") and OTC MARKETS GROUP INC., a Delaware corporation ("Subtenant").

RECITALS

A. BOP One North End LLC, a Delaware limited liability company ("Master Landlord") and Sublandlord, executed that certain Lease, dated as of July 31, 2015 (the "Master Lease") under which Sublandlord is Tenant (as such term is defined in the Master Lease), a copy of which is attached hereto as Exhibit A, with respect to the entire ninth (9th), tenth (10th) and eleventh (11th) floors and a portion of the twelfth (12th) floor (collectively, the "Premises") of the building located at 300 Vesey Street (a/k/a One North End Avenue), New York, New York 10282 (the "Property");

B. Sublandlord desires to sublease to Subtenant a portion of the Premises consisting of 33,183 rentable square feet on a portion of the twelfth (12th) floor of the Property as more particularly shown on the floor plan attached hereto as Exhibit B (the "Subleased Premises"), together with the shared right to use any and all common area facilities as provided by Master Landlord to Sublandlord under the Master Lease to the extent permitted under the Master Lease, and Subtenant desires to sublease the Subleased Premises from Sublandlord under and subject to the terms hereof and of the Master Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Definitions. All capitalized terms used herein but not defined shall have the meaning set forth in the Master Lease.

2. Sublease: Condition of Subleased Premises.

(a) Demise of Subleased Premises. Effective on the Effective Date (as defined herein) Sublandlord hereby subleases to Subtenant, and Subtenant hereby hires and subleases from Sublandlord the Subleased Premises.

(b) As-Is. The Subleased Premises shall be delivered to Subtenant in an "AS IS" condition, as of the Effective Date, without representation or warranty, oral or written, express, implied, statutory or otherwise, on the part of Sublandlord or its agents and representatives other than as expressly set forth herein. Sublandlord makes no representation as to whether Subtenant's intended use of the Subleased Premises is permitted under applicable laws. Other than the performance of Sublandlord's Work (hereinafter defined) Sublandlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Subleased Premises or any part thereof either prior to or during the Term. Without limiting the "as is" nature of the delivery of the Subleased Premises as set forth herein, Sublandlord nonetheless agrees to afford Subtenant the benefit of any third party warranties secured by Sublandlord in connection with Sublandlord's Work to the extent Sublandlord is not obligated to correct any defects in Sublandlord's Work under this Sublease. The taking of possession of the Subleased Premises by Subtenant shall be deemed conclusive acceptance of the Subleased Premises in the condition required by this Sublease. Subtenant acknowledges and agrees that it has inspected the Subleased

Premises, that the Subleased Premises are suitable or fit for its purposes and in good condition and repair and that Subtenant is not relying on any representations or warranties made by Sublandlord or any of Sublandlord's officers, directors, employees, agents or contractors regarding the Subleased Premises or the Property except as may be expressly set forth herein.

(c) Delivery Condition. Notwithstanding the foregoing, Landlord hereby agrees that it shall deliver the Subleased Premises to Subtenant on the Effective Date (i) in compliance with all applicable laws, including the Americans with Disabilities Act of 1992, and free of violations caused by Sublandlord, (ii) broom clean, (iii) with all Building systems serving the Subleased Premises and in possession and control of Sublandlord in good working order and condition, (iv) with all electrical service distributed to the Subleased Premises with electrical panels serving the Subleased Premises and in possession and control of Sublandlord in good working order and condition, (v) with a copy of the existing ACP-5 certificate from the NYC Department of Environmental Protection, reflecting no asbestos containing materials in the Subleased Premises and (vi) vacant and free of all tenancies and occupancies (collectively, "Sublandlord's Work"). To the extent available to Sublandlord pursuant to the terms of the Master Lease, Subtenant shall have the right to use Subtenant's proportionate share of Sublandlord share of the Building's conduit and shaft space, without charge, for the installation or modification and maintenance of conduits, cables, ducts, pipes and other devices for communications, data processing, HVAC and other uses consistent with Class A office space, all subject to the terms of the Master Lease. Sublandlord represents and warrants to Subtenant that, as of the date hereof, to Sublandlord's actual knowledge without investigation, Sublandlord has not released, leaked, discharged, spilled, disposed or emitted any Hazardous Materials in, on or about the Subleased Premises.

3. Term.

(a) Unless sooner terminated in accordance with the provisions contained herein, the term (the "Term") of this Sublease shall (a) commence on the date (the "Effective Date") which is the later of (x) the date on which Master Landlord's Consent has been delivered in accordance with the provisions of Section 18 hereof and (y) the date on which Sublandlord's Work shall have been substantially completed and Sublandlord has delivered possession of the Subleased Premises to Subtenant, and (b) terminate at 11:59 p.m. on December 30, 2031 (the "Expiration Date"). Promptly after the Effective Date, at either party's request, Sublandlord and Subtenant shall execute and deliver an agreement in the form annexed hereto as Exhibit D setting forth the Effective Date, the Rent Commencement Date and the Expiration Date (but neither the failure of either party to request any such agreement nor the failure of Subtenant or Sublandlord to execute or deliver such an agreement shall vitiate or limit in any way the provisions of this Sublease).

(b) In the event that Sublandlord fails to cause the Effective Date to occur on or before the date that is thirty (30) days after the date on which Master Landlord's Consent has been issued (the "Outside Date"), Subtenant shall be entitled to (i) for each day occurring during the period commencing on the day immediately following the Outside Date and continuing through the date that is forty five (45) days after the Outside Date, a Base Rent credit in an amount equal to one (1) day of Base Rent for every one (1) day occurring during such period, and (ii) and (ii) thereafter, a Base Rent credit in an amount equal to two (2) days of Base Rent for every one (1) day occurring until the Effective Date.

4. Rent.

(a) Base Rent. During the Term of this Sublease, Subtenant shall pay a base rent (the "Base Rent") to Sublandlord payable in lawful money of the United States of America in equal monthly installments in advance on the first day of each calendar month, without notice or demand, and without setoff or deduction whatsoever at an annual rate as follows:

(i) \$1,758,699.00 during the period beginning on the Effective Date (as hereinafter defined) and continuing through the last day of the month in which occurs the date which immediately precedes the fifth (5th) anniversary of the Rent Commencement Date;

(ii) \$1,924,614.00 during the period beginning on the first day of the month immediately following the month in which occurs the date which immediately precedes the fifth (5th) anniversary of the Rent Commencement Date and continuing through the last day of the month in which occurs the date which immediately precedes the tenth (10th) anniversary of the Rent Commencement Date; and

(iii) \$2,090,529.00 during the period beginning on the first day of the month immediately following the month in which occurs the date which immediately precedes the tenth (10th) anniversary of the Rent Commencement Date and continuing through the Expiration Date.

(b) First Month's Rent. Subtenant shall pay the first monthly installment of Base Rent upon its execution of this Sublease.

(c) Rent Abatement. Notwithstanding any provision of this Sublease to the contrary, so long as no Event of Default shall occur, Base Rent shall be abated for each of the first six (6) months of the Term after the Effective Date (the date immediately following the expiration of abatement period being hereinafter called the "Rent Commencement Date") provided, however, that, in the event of any such Event of Default, if Subtenant fully cures such default (and Sublandlord accepts such cure in its sole and absolute discretion) the Base Rent credit that Subtenant is entitled to receive under this Section 4(c) shall be reinstated as of the date on which Landlord accepts such cure.

(d) PILOT Payment. Commencing on the first (1st) anniversary of the Effective Date, Subtenant shall pay 19.65% of "Tenant's Proportionate Tax Share" of PILOT charges (as such terms are defined in the Master Lease) payable by Sublandlord under Section 4.06 of the Master Lease for any calendar year that exceeds "Tenant's PILOT Payment" payable by Sublandlord under Section 4.06 of the Master Lease for calendar "PILOT Year" (as defined in the Master Lease) 2018 (i.e., the 2018 PILOT Year shall be the average of PILOT Charges for the period commencing on July 1, 2017, and ending on June 30, 2018, and PILOT Charges for the period commencing on July 1, 2018, and ending on June 30, 2019) (such amount being hereinafter referred to as "Subtenant's PILOT Payment"). Sublandlord shall deliver each written estimate of Subtenant's PILOT Payment to Subtenant within fifteen (15) business days after Sublandlord's receipt of the corresponding estimate from Master Landlord. Subtenant's PILOT Payment shall be payable by Subtenant to Sublandlord in the same manner as the same is payable by Sublandlord to Master Landlord under Section 4.06 of the Master Lease; except that Subtenant shall pay all installments of Subtenant's PILOT Payment directly to Sublandlord at least five (5) business days prior to the respective due date under the Master Lease for the corresponding payment of the Tenant's PILOT Payment; provided that Subtenant has been advised of the amount due at least ten (10) days prior to the date such payment is due under the Master Lease. If Sublandlord does not so issue a bill to Subtenant for Subtenant's PILOT Payment with respect to a PILOT Year within two (2) years following the expiration of such PILOT Year, Subtenant shall be released and relieved of the obligation to pay any amounts that would have been payable by Subtenant in respect of such PILOT Year; provided, however, that (x) such 2-year period shall be extended on a day for day basis for each and every day in which Master Landlord is late in delivering such statement to Sublandlord pursuant to the terms of the Master Lease and (y) if Master Landlord issues any revised statements or "true-up" statements after such 2-year period, the 2-year period will not apply such revised statements. In the event that Sublandlord receives a refund from Master Landlord in connection with any Tenant's PILOT Payment, Sublandlord shall promptly refund to Subtenant its pro rata share of such amount refunded.

(e) Operating Expenses. Subtenant shall pay 19.65% of "Tenant's Proportionate Operating Share" of "Operating Expenses" (as such terms are defined in the Master Lease) payable by Sublandlord under Article 4 of the Master Lease for any calendar year that exceeds "Tenant's Proportionate Operating Share" of "Operating Expenses" payable by Sublandlord under Article 4 of the Master Lease for the average of Lease Years (as defined in the Master Lease) 2018 and 2019 (such amount being hereinafter referred to as "Subtenant's Operating Expense Payment"). Sublandlord shall deliver each written estimate of Subtenant's Operating Expense Payment to Subtenant within fifteen (15) business days after Sublandlord's receipt of the corresponding estimate from Master Landlord. Subtenant's Operating Expense Payment shall be payable by Subtenant to Sublandlord in the same manner as the same is payable by Sublandlord to Master Landlord under Article 4 of the Master Lease; except that Subtenant shall pay all installments of Subtenant's Operating Expense Payment directly to Sublandlord at least five (5) business days prior to the respective due date under the Master Lease for the corresponding payment of the Tenant's Operating Payment; provided that Subtenant has been advised of the amount due at least ten (10) days prior to the date such payment is due under the Master Lease. If Sublandlord does not so issue a bill to Subtenant for Subtenant's Operating Expense Payment within three (3) years after the end of any Lease Year, Subtenant shall be released and relieved of the obligation to pay any amounts that would have been payable by Subtenant in respect of such Lease Year; provided, however, that (x) such 3-year period shall be extended on a day for day basis for each and every day in which Master Landlord is late in delivering such statement to Sublandlord pursuant to the terms of the Master Lease and (y) if Master Landlord issues any revised statements or "true-up" statements after such 3-year period, the 3-year period will not apply such revised statements. In the event that Sublandlord receives a refund from Master Landlord in connection with any Tenant's Operating Expense Payment, Sublandlord shall promptly refund to Subtenant its pro rata share of such amount refunded.

(f) Electricity. Sublandlord shall not be liable in any way to Subtenant for any failure or defect in the supply or character of electric current furnished to the Subleased Premises, except to the extent arising from Sublandlord's gross negligence or willful misconduct. Subtenant covenants and agrees that, at all times, neither its connected nor its load demand will violate the provisions of the Master Lease. Sublandlord represents that prior to the date hereof, and agrees that during the Sublease Term, it has not, and shall not, redirect any electricity that is currently allocated to the Subleased Premises away from the Subleased Premises to other portions of the Premises. Subtenant shall be subject to all of the provisions of the Master Lease related to the provision of electricity to the Subleased Premises. Subtenant's electricity consumption and demand in the Subleased Premises shall be measured by submeters located in the Subleased Premises which will be installed by Sublandlord, and Tenant agrees to purchase such electricity from Sublandlord or Sublandlord's designated agent at terms and rates for electricity under the same service classification and frequency that Sublandlord is charged by Master Landlord (including the two and one half (2.5%) percent fee charged by Master Landlord to Sublandlord). In the event that such submeters have not been installed on or prior to the Effective Date, Subtenant shall pay to Sublandlord \$2.00 per rentable square foot so occupied per annum, which amount shall be prorated if the period of such occupancy prior to installation of such submeters involves a portion of a year. All such payments shall be herein referred to as "Subtenant's Electric Payment".

(g) Additional Rent. Subtenant agrees to pay as additional rent (i) within ten (10) business days following invoice or demand therefor, any utility (except to the extent payable directly by Subtenant), extra cleaning and janitorial charges and similar costs and expenses with respect to the Subleased Premises to the extent such extra cleaning work is requested by Sublandlord or required pursuant to the terms of Section 17.01 of the Master Lease, and paid by Sublandlord to Master Landlord under Section 17.01 of the Master Lease and (ii) except as otherwise provided in this Sublease, within ten (10) business days following invoice or demand therefor, all other sums and other charges required to be paid by Subtenant under this Sublease (the foregoing, collectively, "Additional Rent") (Base Rent and Additional Rent, Subtenant's Electric Payment, Subtenant's PILOT Payment and Subtenant's Operating

Expense Payment are collectively referred to herein as "Rent"). Sublandlord may, at Sublandlord's option, invoice Subtenant for such charges on a quarterly or monthly basis.

(h) Payment. Subtenant shall pay all Rent to Sublandlord at the address provided for notice under this Sublease or at such place as Sublandlord may designate from time to time in writing. Rent shall be paid to Sublandlord without demand, deduction, recoupment, offset or counterclaim, in lawful money of the United States of America, by check or by wire transfer to the account of Sublandlord identified by Sublandlord, in writing at any time during the Term of this Sublease.

(i) Proration. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, Rent shall be prorated on the basis of the number of days in such calendar month and the actual number of days elapsed.

5. Termination.

(a) If at any time prior to the Expiration Date, the Master Lease is terminated for any reason, or Sublandlord's right to possession of the Premises is terminated without termination of the Master Lease, this Sublease shall terminate at such time without further action on the part of Sublandlord or Master Landlord and Subtenant shall have no further right to possession of the Subleased Premises; provided, however Sublandlord shall not be entitled to (i) terminate the Master Lease for any reason (other than in connection with a casualty or condemnation) or (ii) exercise its Contraction Option pursuant to Article 37 of the Master Lease, without the consent of Subtenant, which consent may be granted or withheld in Subtenant's sole discretion.

(b) In the event of any expiration or termination of this Sublease pursuant to this Section, Sublandlord and Subtenant, effective upon such termination or expiration, shall be relieved of all liability and obligation hereunder, except (i) liabilities and obligations which accrued or arose prior to the date of such termination or expiration, (ii) liabilities and obligations relating to any breach hereof or default hereunder prior to said date and (iii) as otherwise expressly intended to survive hereunder.

6. Holdover. Subtenant will not be entitled to holdover beyond the Term of this Sublease. No holding over by Subtenant after the Term of this Sublease will operate to extend the Term of this Sublease. In the event of any unauthorized holding over, such occupancy will be a tenancy at sufferance and Subtenant shall pay to Sublandlord as Rent an amount per month equal to the prorated amount payable for holding over under the Master Lease. If the term of the Master Lease shall also have been terminated or shall have expired, then Subtenant shall also indemnify and hold Sublandlord harmless from and against any and all claims, losses and/or damages, arising out of or resulting from any delay by Subtenant in so surrendering the Subleased Premises, or any portion thereof, including, without limitation, any claims made by Master Landlord against Sublandlord founded upon such delay (collectively, "Holdover Damages"); provided that Holdover Damages shall be prorated on a per square foot basis if Sublandlord shall also be holding over in any other portion of the Premises demised under the Master Lease.

7. Use. Subtenant may use the Subleased Premises for any purpose that is permitted under the Master Lease.

8. Security for Performance of Sublease.

(a) Subtenant has delivered to Sublandlord, as security for the performance of Subtenant's obligations under this Sublease, an unconditional, irrevocable letter of credit in the amount of \$1,025,907.75 substantially in the form annexed hereto as Exhibit E and issued by a bank satisfactory to Sublandlord (the "Letter of Credit"). Sublandlord hereby approves JPMorgan Chase as the issuing bank

of the Letter of Credit. The Letter of Credit shall provide that it is assignable by Sublandlord without charge. If Subtenant holds over in the Subleased Premises without the prior written consent of Sublandlord after the expiration or termination of this Sublease, Sublandlord may draw upon the Letter of Credit and hold the proceeds thereof as security for the performance of Subtenant's obligations under this Sublease. Sublandlord may draw on the Letter of Credit (or the proceeds thereof) to remedy defaults by Subtenant beyond the expiration of all applicable notice and cure periods in the payment or performance of any of Subtenant's obligations under this Sublease. If Sublandlord shall have so drawn upon the Letter of Credit (or the proceeds thereof), Subtenant shall upon demand deposit with Sublandlord a sum equal to the amount so drawn by Sublandlord. If the Letter of Credit requires presentment outside of the City of New York, then the Letter of Credit shall allow presentment and delivery by nationally recognized courier. Subtenant covenants that it will not assign or encumber or attempt to assign or encumber the Letter of Credit and that neither Sublandlord nor its successors or assigns shall be bound by any such assignment, encumbrance, or attempted assignment or attempted encumbrance. Provided Subtenant shall not have been in monetary or material non-monetary default under the terms of this Sublease beyond any applicable notice and cure periods, and subject to the terms and conditions of the next sentences, the amount of the Letter of Credit shall be reduced to \$732,791.25 upon the date which is the fifth (5th) anniversary of the Rent Commencement Date. Notwithstanding the foregoing reduction, Subtenant hereby agrees Letter of Credit shall be for the full amount required herein and shall not refer to the foregoing reduction in any manner whatsoever or otherwise provide for any automatic reduction in amount. Such reduction shall only be effective provided Subtenant has not been in monetary or material non-monetary default beyond any applicable notice and cure periods under the terms and conditions of this Sublease prior to the reduction date referred to above (and if any such default shall have occurred, there shall be no reduction), and further provided Subtenant delivers an amendment to the existing Letter of Credit or a substitute Letter of Credit (in each case in a form and issued by a bank meeting the criteria above specified and otherwise reasonably acceptable to Sublandlord) on or after the date of such reduction. Sublandlord shall give its consent promptly following a request therefor, to any such amendment provided same is consistent with the terms and conditions specified herein and Sublandlord shall, at no expense to Sublandlord, promptly execute any document reasonably required to effectuate such transfer.

(b) Provided Subtenant is not in default under this Sublease beyond any applicable notice and cure periods and Subtenant has surrendered the Subleased Premises to Sublandlord in accordance with all of the terms and conditions of this Sublease, on or before the Expiration Date: (i) Sublandlord shall return to Subtenant the Letter of Credit (or the proceeds thereof) then held by Sublandlord, or (ii) if Sublandlord shall have drawn upon such Letter of Credit (or the proceeds thereof) to remedy defaults by Subtenant in the payment or performance of any of Subtenant's obligations under this Sublease, Sublandlord shall return to Subtenant that portion, if any, of the proceeds of the Letter of Credit remaining in Sublandlord's possession.

9. The Master Lease.

(a) Sublandlord leases the Subleased Premises to Subtenant subject to each and every term, condition, covenant, and obligation of the Master Lease. Notwithstanding anything to the contrary contained herein, Subtenant hereby unconditionally and irrevocably accepts this Sublease and the Subleased Premises subject to the terms and conditions of the Master Lease. Subtenant agrees to be bound by each and every term, condition, covenant, and obligation of the Master Lease binding on the "Tenant" under the Master Lease with respect to the Subleased Premises. The Master Lease is incorporated herein as if Sublandlord were the "Landlord" thereunder, Subtenant were the "Tenant" thereunder, the "Premises" therein were the Subleased Premises and the "Commencement Date" therein were the Effective Date hereof, except as otherwise expressly provided herein.

(b) Notwithstanding anything to the contrary contained herein, the following Sections of the Master Lease are hereby expressly excluded from incorporation herein, and Subtenant shall not be bound by the obligations set forth in, nor benefit from, such Sections, and Sublandlord shall have no obligations with respect to such Sections:

(c) 2.04, 2.05, 3.01(a), 3.01(c), clauses (iv) and (v) of 6.01, Article 7, 8.01(b), 8.01(c), 8.01(d), 8.01(e), 8.04, 10.01(c), 10.20, 11.02, 11.05, 12.07, 14.07(a)(ii), 14.08, 14.09, 14.10, 14.11, 14.12, 16.02, 17.01(a)(iii) is incorporated, but Subtenant shall only be entitled to 40 tons of Chilled Water and the current charge for such Chilled Water is \$0.42 per ton per hour, 17.01(a)(iv), 17.02, 17.03(b), 17.04, 17.13(b), 17.15, Article 18, Article 22 is incorporated herein, but is subject to the provisions of Section 11 hereof, Article 23 is incorporated herein, but subject to the provisions of Section 11 hereof, 25.03 is included but Subtenant shall be liable for consequential, special, punitive, exemplary or other type damages under Section 6 of this Sublease, Article 29, Article 31, 32.11, 32.20, Article 33, Article 34, Article 35, Article 36, Article 37, Article 38, Article 39, Exhibits B-1 through B-4, Exhibit G, Exhibit H, Exhibit H-1, Exhibit I, Exhibit J, Exhibit K, Exhibit L, Exhibit M, Exhibit N, Exhibit O, Exhibit Q, Exhibit R, Exhibit S, Exhibit T, Exhibit V and Exhibit W.

(d) Subtenant shall look solely and directly to the Master Landlord for any and all services to be provided to the Subleased Premises pursuant to the Master Lease or otherwise. Failure on the part of the Master Landlord or any party to provide these services shall not be a default by Sublandlord of its obligations under this Sublease. If Master Landlord has abated any of the base rents, operating expense reimbursements or other charges payable by Sublandlord as tenant under the Master Lease that are attributable to the Subleased Premises, Sublandlord shall, correspondingly abate the Base Rent and/or Additional Rent payable under this Sublease as to all or part of the Subleased Premises, as applicable under the Master Lease, as to which rent or other amount is abated under the Master Lease and for as long as such abatement, offset or reduction shall continue under the Master Lease. In addition, but without duplication of the abatement set forth in the preceding sentence, if (1) there shall be (x) an interruption, curtailment or suspension of all access to the Subleased Premises, electricity or water service being provided to the Sublease Premises (and no reasonable alternative or supply is provided) or (y) any repair or maintenance to the Subleased Premises required hereunder are not provided within applicable notice and cure period, in each case such that the resulting condition shall materially interfere with Subtenant's use and enjoyment of the Subleased Premises, and Subtenant actually ceases to use the Subleased Premises (any such event, a "Service Interruption"), (2) such Service Interruption is caused solely and directly by the gross negligence or willful misconduct of Sublandlord and, as such, Sublandlord is not entitled to a rent abatement under the Master Lease, (3) Subtenant gives Sublandlord notice of such Service Interruption, and such Service Interruption continues for five (5) consecutive business days (the "Eligibility Period") after Sublandlord's receipt of any such notice, then the Base Rent and Additional Rent shall be abated or reduced, as the case may be, for the period occurring after the expiration of such five (5) business day period that Subtenant is prevented from using, and does not use, for the normal conduct of Subtenant's business, the entire Subleased Premises due to such Service Interruption, and shall end upon the date which is the earlier of the date on which (a) Subtenant resumes occupancy of such portion of the Subleased Premises for the conduct of its business or (b) such portion of the Subleased Premises is rendered usable for the conduct of Subtenant's business operations (regardless of any delay by Subtenant in thereafter resuming such business operations).

(e) With respect to the provisions in the Master Lease incorporated into this Sublease by reference, Sublandlord shall have no obligation to operate or maintain the Building, the Subleased Premises or any common areas in or around the Subleased Premises or provide any Building services or utilities to the Subleased Premises. If Master Landlord shall default in any of its obligations to Sublandlord with respect to the Subleased Premises, Subtenant may promptly notify Sublandlord of such default, which notice shall request that Sublandlord promptly deliver to Master Landlord notice of such

default and a demand that Master Landlord comply with the terms of the Master Lease. Sublandlord agrees to so notify Master Landlord of such default promptly after receipt of such notice from Subtenant and enforce Sublandlord's rights under the Master Lease with respect to such default (provided that Sublandlord shall not be obligated to bring an action against Master Landlord). Subtenant shall be entitled to participate with Sublandlord in the enforcement of Sublandlord's rights against the Master Landlord. If, following the making by Subtenant of any demand of Master Landlord to enforce such rights (and the expiration of any applicable grace period granted to Master Landlord under the Master Lease), Master Landlord shall fail to perform its obligations under the Master Lease, Subtenant, upon receipt of written consent from Sublandlord (which consent shall not be unreasonably withheld), shall have the right to take such action in its own name and, for that purpose and only to such extent, all of the rights of Sublandlord under the Master Lease hereby are conferred upon and assigned to Subtenant, and Subtenant hereby is subrogated to such rights to the extent that the same shall apply to the Subleased Premises. If any such action against Master Landlord in Subtenant's name be barred by reason of lack of privity, non-assignability or otherwise, and if Sublandlord consents to Subtenant taking such action (such consent not to be unreasonably withheld), Sublandlord agrees that Subtenant may take such action in Sublandlord's name, and Sublandlord agrees to cooperate with Subtenant in connection therewith, provided the taking of such action is without cost and expense to Sublandlord; provided further; however, if such action is beneficial to both Sublandlord and Subtenant, the reasonable out-of-pocket costs actually incurred by Subtenant in connection with the taking of such action by Subtenant in Sublandlord's name shall be payable to Subtenant from any award received by Subtenant as result of such action before Sublandlord receives the benefit of any such award. Subtenant shall indemnify and hold Sublandlord harmless against all liability, loss, damage or expense which Sublandlord may incur or suffer by reason of any action Subtenant may take under this Section 9(e). If the Master Landlord shall be entitled to any payment or remuneration by reason of additional services provided to the Subleased Premises or to Subtenant but shall bill Sublandlord therefor, Subtenant shall pay the same within the earlier of (x) ten (10) business days of demand therefor by Sublandlord, or (y) three (3) business days prior to the date on which Sublandlord must make sue payment to Master Landlord, which demand shall include the supporting documentation received from Master Landlord, if any, and such payment or remuneration shall be considered Additional Rent hereunder. Subtenant and Sublandlord shall cooperate in causing Master Landlord to bill Subtenant directly for all such additional services.

(f) Notwithstanding anything to the contrary contained herein, in no event shall Sublandlord be deemed to be in default under this Sublease or liable to Subtenant for any failure of Master Landlord to perform its obligations under the Master Lease. Wherever the Master Lease requires the consent of the "Landlord" be obtained, both Master Landlord's consent and Sublandlord's consent shall be required and the standard for such consent by Sublandlord shall be the same as "Landlord" under the Master Lease. In all provisions of the Master Lease requiring "Tenant" to submit, exhibit to, supply or provide "Landlord" with evidence, certificates, or any other matter or thing, Subtenant shall be required to submit, exhibit to, supply or provide, as the case may be, the same to both Sublandlord and Master Landlord. Subject to Master Landlord's rights under the Master Lease, in any such instance, Sublandlord shall determine if such evidence, certificate or other matter or thing shall be satisfactory.

(g) Whenever in the Master Lease a time is specified for the giving of any notice or the making of any demand by the "Tenant" thereunder, such time is hereby changed (for the purpose of this Sublease only) by adding three (3) business days thereto (unless the time specified is less than three (3) business days in which event two (2) business days shall be added thereto instead); and whenever in the Master Lease a time is specified for the giving of any notice or the making of any demand by the "Landlord" thereunder, such time is hereby changed (for the purpose of this Sublease only) by subtracting three (3) business days if such notice, request or demand of the "Landlord" thereunder relates to any subject other than the payment of fixed annual rent or additional rent under the Master Lease (unless the time specified is less than three (3) business days in which event the time period shall not be modified).

Whenever in the Master Lease a time is specified within which the "Tenant" thereunder must give notice or make a demand following an event, or within which the tenant thereunder must respond to any notice, request or demand previously given or made by the "Landlord" thereunder, or to comply with any obligation on the "Tenant's" part thereunder, such time is hereby changed (for the purpose of this Sublease only) by subtracting three (3) business days if the same shall relate to any obligation other than the payment of fixed annual rent or additional rent under the Master Lease or under this Sublease (unless the time specified is less than three (3) business days in which event the time period shall not be modified). Wherever in the Master Lease a time is specified within which the "Landlord" thereunder must give notice or make a demand or take any action or perform any obligation following an event, or within which the "Landlord" thereunder must respond to any notice, request or demand previously given or made by the "Tenant" thereunder, such time is hereby changed (for the purpose of this Sublease only) by adding three (3) business days thereto (unless the time specified is less than three (3) business days in which event two (2) business days shall be added thereto instead). It is the purpose and intent of the foregoing provisions, among other things, to provide Sublandlord with time within which to transmit to the Master Landlord any notices or demands received from Subtenant and to transmit to Subtenant any notices or demands received from the Master Landlord.

(h) Sublandlord agrees that, during the Term, Sublandlord will observe and be bound by the terms and conditions of the Master Lease (except to the extent that any failure of performance on Sublandlord's part shall have resulted, directly or indirectly, from any default by Subtenant hereunder and except as otherwise herein expressly provided). Sublandlord hereby represents and warrants to Subtenant that:

(i) Sublandlord is the holder of the interest of the Tenant under the Master Lease and Sublandlord has not sublet the Subleased Premises to any other party and Sublandlord has full right and authority to sublease the Subleased Premises to Subtenant subject only to obtaining the consent of Master Landlord;

(ii) the Master Lease is in full force and effect and a true, correct and complete copy of the Master Lease is annexed hereto as Exhibit A and the same has not been amended, modified or extended other than as set forth in Exhibit A;

(iii) to Sublandlord's knowledge, Master Landlord is not in default under any of the terms, covenants and conditions of the Master Lease; and

(iv) Sublandlord has received no notice of default, and, to Sublandlord's knowledge, Sublandlord is not in default, under any of the terms, covenants and conditions of the Master Lease.

(i) Sublandlord hereby covenants and agrees that Sublandlord will not modify or amend the Master Lease in any manner that would have an adverse effect on Subtenant's use and enjoyment of the Subleased Premises during the Term hereof.

10. Insurance.

(a) Subtenant shall at all times maintain the insurance required by the Master Lease.

(b) All insurance policies required to be maintained by Subtenant hereunder shall name Sublandlord and Master Landlord as additional insureds. All insurance carried by Subtenant under the terms of this Sublease shall provide that such coverage shall be primary and noncontributory.

11. Casualty; Condemnation.

(a) In the event that Sublandlord's interest as "Tenant" under the Master Lease is terminated by reason of damage or destruction, condemnation, or any other reason, then this Sublease shall terminate on the same date as the termination of Sublandlord's interest, without liability of Sublandlord to Subtenant, and Subtenant shall not be entitled to any insurance proceeds or other remuneration except for insurance proceeds from insurance policies purchased by Subtenant for its own personal property. Sublandlord agrees to give written notice to Subtenant promptly should Sublandlord's interest in the Subleased Premises be terminated, or be threatened to be terminated, under the Master Lease.

(b) If the Subleased Premises or the Building is damaged by fire or other casualty, and if the Master Lease is not terminated, then:

(i) this Sublease shall continue in full force and effect unless terminated pursuant to the provisions hereof or the Master Lease is terminated pursuant to the terms of the Master Lease;

(ii) Sublandlord shall have no obligation to repair or restore the damaged space;

(iii) repair and restoration of the damaged space shall be undertaken by Master Landlord, but only to the extent Master Landlord is required to make such repairs and restoration under the terms of the Master Lease;

(iv) Sublandlord shall use commercially reasonable efforts (without litigation or the threat thereof) to cause Master Landlord to perform the repairs which Master Landlord is required to perform under the Master Lease; provided that Sublandlord shall not be liable for any damages, nor shall Rent due hereunder be abated, nor shall Subtenant be relieved from the performance of any term or covenant hereunder, nor shall Subtenant be deemed to have been evicted, due to any aspect of the repair and restoration of the damaged space (including without limitation any delay of such repair and restoration), except to the extent so abated, relieved or evicted under the Master Lease;

(iv) if, as a result of any such casualty, the Master Lease grants rights to Sublandlord, Subtenant shall be entitled to the exercise of all such rights as they relate to the Subleased Premises, and to all services and repairs which Master Landlord is and may be obligated to furnish the Subleased Premises or Sublandlord pursuant to the terms of the Master Lease;

(v) if Master Landlord as a result of such fire or other casualty has abated any of the base rents, operating expense reimbursements or other charges payable by Sublandlord as tenant under the Master Lease, Sublandlord shall, without duplication of any other provision of this Sublease, correspondingly abate the Base Rent and/or Additional Rent payable under this Sublease as to all or part of the Subleased Premises rendered untenable, as applicable under the Master Lease, and for as long as such abatement, offset or reduction shall continue under the Master Lease;

(vi) other than as set forth in clause (vii) below, Subtenant shall have no right to terminate this Sublease unless Sublandlord is terminating the Master Lease pursuant to the terms thereof; and

(vii) notwithstanding the foregoing, if the Subleased Premises shall be totally damaged or destroyed or rendered completely untenable by fire or other casualty and its repair or

restoration requires more than twelve (12) months (as estimated in any such case by a reputable contractor, registered architect or licensed professional engineer designated by Subtenant and approved by Sublandlord), then Subtenant may terminate this Sublease by giving written notice to such effect within sixty (60) days after the date of the casualty specifying a date for the expiration of this Sublease, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice the term of this Sublease shall expire as fully and completely as if such date were the date set forth above for the termination of this Sublease.

(c) In the event eminent domain or condemnation is instituted against the Building or any part thereof, and the Master Lease is terminated with respect to all or a portion of the Subleased Premises as a result thereof pursuant to the Master Lease, (i) this Sublease shall terminate as of the date the Master Lease terminates with respect to such portion of the Subleased Premises without any liability on the part of Sublandlord to Subtenant, and Subtenant shall not be entitled to any award of damages for Subtenant's interest in the Subleased Premises, except that Subtenant may make a claim against the condemning authority for loss of or damage to Subtenant's trade fixtures and personal property and Subtenant's relocation expenses, and (ii) Sublandlord shall have no obligation to rebuild or restore the Subleased Premises. If this Sublease is terminated as to less than all of the Subleased Premises, this Sublease shall continue in full force and effect as to the remaining portion of the Subleased Premises, except that the Base Rent payable hereunder shall be equitably reduced but only to the extent (if any) that rent applicable to the Subleased Premises is reduced under the Master Lease.

12. Alterations.

(a) Any changes, improvements, alterations, additions or installations ("Alterations") to the Subleased Premises shall be governed by the terms and conditions of the Master Lease. Subtenant shall not make any Alterations to the Subleased Premises without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld, conditioned or delayed, and without the prior consent of the Master Landlord in accordance with the Master Lease. Subtenant acknowledges and agrees that Subtenant shall pay to Sublandlord, as Additional Rent hereunder, any fees charged by Master Landlord pursuant to the Master Lease in connection with the Alterations. Further, if any such Alterations require the review of Sublandlord's outside engineer, Subtenant shall pay any reasonable third party out-of-pocket costs and expenses actually incurred by Sublandlord in connection with the performance of any Alterations by Subtenant, other than in connection with the Initial Alterations (hereinafter defined).

(b) In connection with any Alterations, Subtenant may make an application for an amendment to the current certificate of occupancy for the twelfth (12th) floor of the Building to increase the amount of permitted occupants provided that (i) Subtenant shall submit to Sublandlord such proposed application, along with all plans and specifications related thereto, and any other documentation reasonably requested by Sublandlord or Master Landlord (collectively, the "Application"), and Sublandlord agrees that it shall submit such Application to Master Landlord, (ii) Sublandlord shall have approved, such approval not to be unreasonably withheld, conditioned or delayed, the Application, (iii) Sublandlord (or Subtenant) shall have obtained the prior written approval of Master Landlord to the Application, and (iv) Subtenant shall ensure that there is enough heating and cooling capacity in the Premises to accommodate such additional occupants.

13. Sublease/Assignment.

(a) Subtenant acknowledges and agrees that neither this Sublease nor all or any part of the leasehold interest created under this Sublease shall, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, be assigned, mortgaged, pledged, encumbered or otherwise transferred by Subtenant or Subtenant's legal representatives or successor in interest and neither the Subleased Premises

nor any part thereof shall be further sublet by Subtenant or used or occupied for any purpose by anyone other than Subtenant, in each of the foregoing instances, without the prior written consent of Master Landlord and the prior written consent of Sublandlord (with respect to Sublandlord, such consent shall not be unreasonably withheld, conditioned or delayed) and without complying with all of the provisions of Article 10 of the Master Lease. Notwithstanding anything to the contrary contained in the Master Lease, Subtenant agrees that Subtenant shall reimburse Sublandlord, as Additional Rent hereunder, for all reasonable out-of-pocket costs and expenses incurred by Sublandlord in connection with any assignment or sublet hereunder. For avoidance of doubt, to the extent that a transfer of the interest of Subtenant under this Sublease, or a transfer of a direct or indirect interest in Subtenant, would require, if undertaken by Sublandlord, the consent or approval of, or notice to, Master Landlord, the consent or approval of, or notice to, Sublandlord shall be obtained or provided in accordance with the terms of this Sublease.

(b) Sublandlord hereby acknowledges and agrees that, subject to obtaining Master Landlord's consent therefor, in accordance with Section 10.02 of the Master Lease, OTC Link LLC, an affiliate of Subtenant, shall be permitted use or occupy the Subleased Premises with Subtenant without entering into a sub-sublease with Subtenant and shall be deemed a corporate division or department of Subtenant and not a separate entity.

14. Defaults. If Subtenant defaults in the performance of any of the terms, covenants, conditions, provisions and agreements of this Sublease or of the Master Lease, after the expiration of all applicable notice and cure periods (except that if Master Landlord under the Master Lease has delivered a notice of default to Sublandlord as a result of Subtenant's default, Subtenant's cure period shall be three (3) days less than the cure period provided to Sublandlord under the Master Lease), Sublandlord shall be entitled to exercise any and all of the rights and remedies to which it is entitled by law and also any and all of the rights and remedies specifically provided to or for the benefit of Master Landlord in the Master Lease, which rights and remedies are hereby incorporated herein and made a part hereof with the same force and effect as if herein specifically set forth in full, and that wherever in the Master Lease rights and remedies are given to Master Landlord in the Master Lease, the same shall be deemed to apply to Sublandlord hereunder. Sublandlord agrees to give notice to Subtenant of any notices of default relating to the Subleased Premises which may be received by Sublandlord from Master Landlord.

15. Curing of Defaults. If Subtenant shall be in default in the performance of any of its obligations hereunder, Sublandlord, without any obligation to do so, in addition to any other rights it may have in law or equity, may elect (but shall not be obligated) to cure such default if such failure continues beyond any applicable grace, notice or cure period at any time after notice to Subtenant. Subtenant shall reimburse Sublandlord, upon demand, for one hundred percent (100%) of all costs and expenses paid or incurred by Sublandlord in curing such default, and interest thereon from the respective dates of Sublandlord's making the payments and incurring such costs, at the Default Rate (as defined in the Master Lease), which sums and costs together with interest thereon shall be deemed Additional Rent payable promptly upon being billed therefor.

16. Indemnification.

(a) Subtenant agrees to indemnify Sublandlord and hold Sublandlord harmless from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees) arising from (i) the breach or default by Subtenant of any term, covenant, or agreement on the part of Subtenant to be performed pursuant to the terms of this Sublease; (ii) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Subleased Premises resulting from any negligence or willful misconduct of Subtenant, its agents, contractors, servants, employees, invitees, concessionaires or licensees; or (iii) any damage or injury to the person, property, or business of Subtenant, its employees, agents, contractors, or invitees entering upon the Subleased Premises, provided,

however, and notwithstanding anything to the contrary contained in this Section, Subtenant shall not be obligated to indemnify Sublandlord against any such loss, cost, damage, expense or liability to the extent caused by Sublandlord's gross negligence or willful misconduct. In case any action or proceeding is brought against Sublandlord by reason of any such claim, Subtenant, upon notice from Sublandlord, covenants to diligently defend such action or proceeding, and to retain legal counsel reasonably satisfactory to Sublandlord in connection therewith. The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

(b) Sublandlord agrees to indemnify Subtenant and hold Subtenant harmless from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees) arising from any damage or injury to the person, property, or business of Subtenant, its employees, agents, contractors, or invitees entering upon the Subleased Premises to the extent resulting from the gross negligence or willful misconduct of Sublandlord or its agents, employees or contractors, provided, however, and notwithstanding anything to the contrary contained in this Section, Sublandlord shall not be obligated to indemnify Subtenant against any such loss, cost, damage, expense or liability to the extent caused by Subtenant's negligence or willful misconduct. In case any action or proceeding is brought against Subtenant by reason of any such claim, Sublandlord, upon notice from Subtenant, covenants to diligently defend such action or proceeding, and to retain legal counsel reasonably satisfactory to Subtenant in connection therewith. The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

17. Brokers. The parties hereto agree that Savills Studley, Inc., Jones Lang LaSalle and Sage Realty Corporation (the "Brokers") were the only brokers who negotiated and brought about this transaction, and Sublandlord agrees to pay the Brokers a commission therefor as per separate agreement. Subtenant represents and warrants that it has not dealt with any broker other than the Brokers, and Subtenant agrees to indemnify and save Sublandlord harmless from any claims made by other brokers claiming to have dealt with Subtenant. Sublandlord represents that it has not dealt with any broker other than the Brokers, and Sublandlord agrees to indemnify and save Subtenant harmless from any claims made by any brokers, including the Brokers, claiming to have dealt with Sublandlord.

18. Master Landlord's Consent. This Sublease is subject to and conditioned upon Sublandlord obtaining the written consent (the "Master Landlord's Consent") of Master Landlord to this Sublease in form and substance reasonably satisfactory to Sublandlord and Subtenant (with the parties hereto agreeing that execution by Master Landlord in the space provided on the signature page hereto is acceptable). Pursuant to the terms of the Lease, Sublandlord shall use commercially reasonable efforts to obtain Master Landlord's Consent, and Subtenant shall cooperate with Sublandlord to obtain the Master Landlord's Consent and Subtenant shall provide all information concerning Subtenant that Master Landlord shall request. If the Master Landlord's Consent is refused or if Master Landlord imposes conditions or obligations on Sublandlord as a condition to granting the Master Landlord's Consent which are unacceptable to Sublandlord acting reasonably or if Landlord shall otherwise fail to grant such consent within sixty (60) days from the date hereof, then Sublandlord or Subtenant may by written notice given to the other party within five (5) days of the expiration of such sixty (60) day period terminate and cancel this Sublease. Upon such termination, neither party hereto shall have any further obligations to the other under this Sublease, except for those, if any, that expressly survive the termination of this Sublease and Sublandlord's obligation to promptly reimburse Subtenant amounts theretofore paid by Subtenant to Sublandlord in respect of any prepaid Base Rent under Section 4(b) hereof.

19. Venue. EACH PARTY HERETO HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS SUBLEASE SHALL BE LITIGATED IN SUCH

such breach. The parties hereto, to the fullest extent permitted by law, waive trial by jury in any action or proceeding relating hereto and consent to the jurisdiction of the applicable court system of the jurisdiction in which the Subleased Premises is situated. Subtenant hereby waives any right to interpose any counterclaim in any action brought by Sublandlord in connection herewith. The foregoing shall not be deemed a waiver by Subtenant of the right to (i) interpose any counterclaim to the extent that the failure to interpose same would prohibit Subtenant from bringing the claim, which is the basis thereof, in a separate action or (ii) bring a separate action for any claim which Subtenant is not permitted to raise as a counterclaim.

(b) Subject to Section 17.04 of the Master Lease and approval of such signage by Master Landlord, Subtenant shall be permitted, at Subtenant's sole cost and expense, to install identifying signage (which may also identify OTC Link LLC) on the entrance doors of the Subleased Premises and Building standard directional signage in the twelfth (12th) floor elevator lobby.

(c) Each party, at any time and from time to time, within ten (10) business days after written request from the other, shall execute, acknowledge and deliver to the requesting party, a written statement certifying (i) that this Sublease has not been modified and is in full force and effect or, if modified, that this Sublease is in full force and effect as modified, and specifying such modification(s), (ii) the dates to which the Base Rent and other charges have been paid, (iii) that to the knowledge of such party, no defaults exist under this Sublease or, if any do exist, the nature of such default(s) and (iv) as to such other matters as the requesting party may reasonably request.

(d) This Sublease may not be modified or amended without the prior written consent of Sublandlord and Subtenant.

(e) If any provision of this Sublease shall be invalid or unenforceable, such provision shall be severable and such invalidity or unenforceability shall not impair the validity of any other provision of this Sublease.

(f) This Sublease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(g) This Sublease shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns, subject to all agreements and restrictions contained in the Master Lease and this Sublease with respect to sublease, assignment or other transfer. The agreements contained herein and the Master Lease constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, inconsistent herewith and therewith.

(h) Intentionally Omitted.

(i) Sublandlord and Subtenant agree that any information which it gathers, observes or comes into contact with pursuant to this Sublease about the other parties' operations and business practices, shall be kept confidential and not disclosed to any third party without the prior written consent of the other party except as required by law or the rules of any applicable stock exchange. Sublandlord and Subtenant each agree that it will not in any manner use its knowledge of the other party's business for the benefit of any other person or company or divulge to others information or data concerning the other party's business affairs, including the names of customers, names of employees, or marketing strategies. Sublandlord and Subtenant further agree not to use or disclose to any party any information, systems, ideas, processes, practices, methods of operation or manufacture observed at the Premises or the Subleased Premises, as applicable. Sublandlord and Subtenant each agree to inform all of its

representatives or agents that will access the Premises or the Subleased Premises, as applicable, of this confidentiality requirement. In addition, anyone (other than the Master Landlord, whose rights of access shall be as specified in the Master Lease) who enters the Subleased Premises must comply with the instructions of Subtenant security personnel on areas of the Subleased Premises that require escorted access and sign Subtenant security logs as visitors. Sublandlord shall access the Subleased Premises at reasonable times and after providing reasonable prior written notice to Subtenant and giving Subtenant the right to have a representative present, except in the event of an emergency, in which case no such prior notice shall be required and Subtenant need not be given the right to have a representative present. In the event Sublandlord enters the Subleased Premises in the event of an emergency, Sublandlord will notify Subtenant in writing within one (1) business day of its entry and the reason therefor.

(j) Upon the expiration or earlier termination of the Sublease, Subtenant acknowledges and agrees that it shall be responsible for complying with all of the provisions of Sections 22.01 and 28.01 of the Master Lease related to restoration and surrender of the Premises as if Subtenant were the Tenant thereunder.

(k) Sublandlord agrees that Subtenant shall not be obligated to pay for the first twenty (20) hours of overtime freight elevator service used while Subtenant is performing the Initial Alterations and/or moving into the Subleased Premises.

24. Limitation of Liability. SUBLANDLORD OR SUBTENANT, EXCEPT TO THE EXTENT WITH RESPECT TO SUBTENANT, AS SET FORTH IN SECTION 6 HEREOF AND WITH RESPECT TO ANY DAMAGES PAYABLE TO MASTER LANDLORD BY SUBLANDLORD DUE TO SUBTENANT'S ACTIONS OR OMISSIONS, WILL NOT BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME) ARISING FROM ANY CLAIM RELATING TO THIS SUBLEASE OR ANY OF THE SERVICES PROVIDED HEREUNDER (INCLUDING POWER OUTAGES), WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

25. Furniture.

(a) Subject to this Section 25 and for no additional consideration, all fixtures, equipment and other articles of personal property (the "FF&E") located in the Subleased Premises as of the date hereof and set forth on Exhibit C attached hereto and made a part hereof, may be utilized by Subtenant within the Subleased Premises. Sublandlord hereby represents and warrants that Sublandlord has fee title to the FF&E.

(b) During the Term, Subtenant shall insure the FF&E as well as any other personal property of Subtenant or installations made by Subtenant in the Subleased Premises, against loss or damage by fire or other casualty. Subtenant agrees to pay any sales, use or other taxes that may be imposed in connection with Subtenant's use, title or right to use the FF&E pursuant to this Sublease.

(c) Subtenant shall accept the FF&E in its "as-is" condition as of the Effective Date with all faults, if any, and without warranty of any kind. Throughout the Term, Subtenant shall maintain the FF&E in good working order at its cost and expense, subject to ordinary wear and tear and damage for which Subtenant is not responsible excepted.

(d) Provided Subtenant is in full compliance with this Sublease and the Master Lease, Sublandlord shall convey title to the FF&E to Subtenant as of sixty (60) days prior to the Expiration Date pursuant to the bill of sale in form and substance reasonably acceptable to Sublandlord.

(e) Subtenant shall be responsible for any removal of the FF&E from the Subleased Premises at Subtenant's sole cost and expense, and shall promptly repair any damage to the Subleased Premises that may be caused by such removal.

26. Supplemental HVAC Unit. Sublandlord shall deliver to Subtenant on the Effective Date the existing supplemental HVAC unit that is located within the Subleased Premises (the "Supplemental HVAC Unit") in good working order and condition. Subtenant acknowledges that it has examined the Supplemental HVAC Unit and that it is in good working order and condition as of the date hereof. During the Sublease Term, Subtenant shall be responsible for maintaining, repairing and replacing the Supplemental HVAC Unit and keeping the same in good working order and condition. In connection therewith, Subtenant shall obtain and pay for a maintenance contract for such Supplemental HVAC Unit with a contractor who is acceptable to both Sublandlord and Master Landlord, or in the alternative, at Sublandlord's option, Sublandlord shall arrange for such maintenance contract and Subtenant shall pay Sublandlord the cost thereof.

27. Sublandlord's Contribution.

(a) Subtenant has informed Sublandlord that certain alterations and improvements need to be made to the Subleased Premises (the "Initial Alterations"). The Initial Alterations shall be more particularly set forth on those final and complete plans, specifications and drawings to be submitted by Subtenant to Sublandlord and Master Landlord for approval promptly after the execution of this Sublease (such plans, specifications and drawings as approved by Sublandlord and Master Landlord in accordance with the terms of Article 14 of the Master Lease are collectively referred to as "Subtenant's Plans").

(b) Subtenant shall perform the Initial Alterations subject to the terms and conditions of this Sublease and the Master Lease (including, without limitation, Article 14 thereof), and Sublandlord shall contribute toward the cost of the Initial Alterations performed by or on behalf of Subtenant, an amount not to exceed \$497,745.00 ("Sublandlord's Contribution"). Sublandlord's Contribution shall be payable only on account of labor, materials, fees and permit costs, and architectural and engineering services, and the fees of any expeditor, directly related to the respective Initial Alterations and any furniture and equipment within the Subleased Premises. Payment by Sublandlord to Subtenant or Subtenant's designee of each such Sublandlord's Contribution shall be in accordance with the provisions set forth below.

(c) The Initial Alterations are to be performed only (a) in accordance with Subtenant's Plans, (b) at such times and in such manner as is set forth in this Sublease and the Master Lease, (c) in full compliance with all applicable rules and regulations of all governmental bodies having jurisdiction thereover, and (d) in full compliance with the provisions of this Sublease and the Master Lease, including, without limitation, Article 14 of the Master Lease. Subtenant agrees that it will promptly commence and thereafter diligently proceed with and complete the Initial Alterations on or prior to the date that is eighteen (18) months from the Effective Date (the "Outside Completion Date"), subject to any reasonable delays due to force majeure. Subtenant shall have no right to request any portion of Sublandlord's Contribution for any of the Initial Alterations requested after the Outside Completion Date and any amounts of the Sublandlord's Contribution not requested by the Outside Completion Date shall be forfeited by Subtenant.

(d) Provided Sublandlord shall have received the materials described below, on or before the twentieth (20th) day of the applicable calendar month, Sublandlord shall disburse portions of

Sublandlord's Contribution to Subtenant or Subtenant's designee (or upon Subtenant's request directly to Subtenant's contractors) on or prior to the twentieth (20th) day of the next succeeding calendar month. Disbursements from Sublandlord's Contribution shall not be made more frequently than monthly and shall not exceed the amounts then payable (as certified by Subtenant and Subtenant's architect) to contractors, subcontractors, materialmen, architects, engineers and other professionals with respect to the portion of the Initial Alterations theretofore completed and for which the disbursement was requested. Sublandlord's obligation to make disbursements of Sublandlord's Contribution shall be subject to Sublandlord's receipt of: (a) a request for such disbursement from Subtenant, signed by an authorized officer of Subtenant, accompanied by a certificate of such authorized officer of Subtenant certifying that all amounts set forth in such request are validly due to contractors, Subtenant's architect, engineer or other professionals, subcontractors and materialmen in connection with the furnishing of material for, or in the performance of, the Initial Alterations, (b) copies of all receipts, invoices and bills for the work and materials to be paid for, or to reimburse Subtenant for the payment of, the requested disbursement, (c) a list of all contractors, subcontractors and suppliers performing work or supplying materials in connection with the Initial Alterations whether directly to Subtenant or through or on behalf of any agent of Subtenant, (d) effective waivers of liens by Subtenant's general contractor and subcontractors with respect to the work covered by any prior requisition, either partial (with respect to any contract or subcontract which has not then been fully performed) or final, and (e) a certificate (on AIA Form G702 with a G703 continuation sheet and supporting documentation) of Subtenant's independent licensed architect, certifying the percentage of completion then attained with respect to each item of work theretofore completed and for which the disbursement is requested and that such work was performed in a good and workmanlike manner and in accordance with all laws, orders and regulations of governmental authorities having jurisdiction over the performance of the work ("Requirements") and Subtenant's Plans. Upon request of Sublandlord, Subtenant agrees to make available to Sublandlord copies of any contracts, subcontracts, purchase orders, work orders, change orders and other materials relating to the Initial Alterations. Upon the completion of the Initial Alterations and satisfaction of the conditions set forth below, any amount of Sublandlord's Contribution which has not previously been disbursed shall be retained by Sublandlord. Subtenant shall be responsible for any cost to complete the Initial Alterations in excess of Sublandlord's Contribution. Within thirty (30) days after completion of any portion of the Initial Alterations, Subtenant shall deliver to Sublandlord (i) general releases and waivers of lien, from all contractors, subcontractors and materialmen involved in the performance of the Initial Alterations and the materials furnished in connection therewith (it being understood that general releases and complete waivers of lien cannot be delivered in advance of completion of a particular trade or contract), (ii) a certificate (on AIA Form G702 with a G703 continuation sheet and supporting documentation) from Subtenant's independent architect certifying that the Initial Alterations have been completed in accordance with this Lease, all Requirements and in accordance with the Subtenant's Plans and (iii) a certificate signed by an authorized officer of Subtenant and by Subtenant's general contractor stating that all contractors, subcontractors and materialmen have been paid for all work with respect to such Initial Alterations and materials furnished through such date.

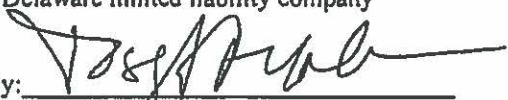
(e) Sublandlord agrees that it shall not charge any fees or expenses in connection with its review of Subtenant's Plans, provided, however, that Subtenant shall be responsible for the payment of all costs incurred by Master Landlord in connection with the Initial Alterations pursuant to Article 14 of the Master Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

SUBLANDLORD:

VIRTU KCG HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Joseph A Molino
Title: CEO

SUBTENANT:

OTC MARKETS GROUP INC., a Delaware
corporation

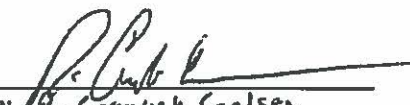
By: 
Name: R. Coomish Coates
Title: President & CEO

EXHIBIT A

Master Lease

See attached.

VIRTU KCG HOLDINGS LLC
300 Vesey Street
New York, New York 10282

September 12, 2018

VIA FEDERAL EXPRESS

BOP One North End LLC
c/o Brookfield Financial Properties, L.P.
250 Vesey Street, 15th Floor
New York, New York 10281-1023
Attention: Senior Vice President – Director of Leasing

Re: Lease, dated as of July 31, 2015 (the “Lease”), between BOP One North End LLC, as landlord (the “Landlord”), and VIRTU KCG Holdings LLC (successor by merger to KCG Holdings, Inc.), as tenant (the “Tenant”), with respect to the entire ninth (9th), tenth (10th) and eleventh (11th) floors and a portion of the twelfth (12th) floor (collectively, the “Premises”) of the building located at 300 Vesey Street (a/k/a One North End Avenue), New York, New York 10282 (the “Property”)

Ladies and Gentlemen:

Reference is hereby made to the Lease and all capitalized terms used herein and not defined shall have the meanings set forth in the Lease. Reference is also made to that certain letter, dated August 7, 2018, from Tenant to Landlord (the “Initial Sublease Consent Request”), a copy of which is attached to this letter as Attachment A, pursuant to which Tenant requested consent to a proposed sublease from Tenant to OTC Markets Group Inc. (the “Subtenant”). Tenant and Subtenant have now fully executed a Sublease, dated as of September 12, 2018 (the “Sublease”), in accordance with the terms and provisions of the Initial Sublease Consent Request, which Sublease is attached hereto as Attachment B.

Pursuant to Section 10.08 of the Lease, Landlord has the right to recapture or consent to the Sublease within thirty (30) days of the Initial Sublease Consent Request. We have not received any response to the Initial Sublease Consent Request, and as such, this letter shall be deemed to be the second notice to Landlord requesting that Landlord waive its recapture right and consent to the Sublease.

Please be advised that:

**IF LANDLORD FAILS TO RESPOND TO THIS
TENANT’S OFFER NOTICE WITHIN FIVE (5)
BUSINESS DAYS OF RECEIPT OF THIS NOTICE, THEN**

LANDLORD SHALL BE DEEMED TO HAVE WAIVED LANDLORD'S RECAPTURE OPTIONS WITH RESPECT TO THE TRANSACTION CONTEMPLATED IN SUCH TENANT'S OFFER NOTICE, SUBJECT TO SECTIONS 10.08(g) AND 10.09 OF THE LEASE.

Also please be advised that:


IF LANDLORD FAILS TO APPROVE OR REJECT THE PROPOSED ASSIGNEE OR SUBTENANT WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF THIS NOTICE, THEN LANDLORD SHALL BE DEEMED TO HAVE APPROVED SUCH PROSPECTIVE SUBTENANT OR ASSIGNEE AS A PROSPECTIVE OCCUPANT OF THE PREMISES WITH RESPECT TO THE TRANSACTION CONTEMPLATED IN THE ENCLOSED TENANT'S OFFER NOTICE SUBJECT TO SECTIONS 10.08(g) AND 10.09 OF THE LEASE.

In accordance with the foregoing, if Landlord fails to respond to this notice within five (5) Business Days, the Sublease shall be deemed to be approved and Tenant will move forward as such. We appreciate your prompt attention to this matter.

Please note that Tenant is reserving all of its rights under the Lease with respect to the foregoing and all other matters not expressly provided for herein. Please contact me if you have any questions.

Very truly yours,

VIRTU KCG HOLDINGS LLC

By: 
Name: Joseph A. Galuso
Title: CFO.

cc: BOP One North End LLC
c/o Brookfield Financial Properties, L.P.
250 Vesey Street, 15th Floor
New York, New York 10281-1023
Attention: General Counsel

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attention: Raymond Sanseverino, Esq.

Attachment A

Initial Sublease Consent Request

[See attached.]

Attachment B

Sublease

[See attached.]