

**Fill in this information to identify the case:**

Debtor Medley LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 21-10526

Official Form 410  
**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor? Broadway 280 Park Fee LLC  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?  
 No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  

| Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
|---|---|
| See summary page                              |   |

  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  
Contact phone 2125942700 Contact phone \_\_\_\_\_  
Contact email neil.kessner@slgreen.com Contact email \_\_\_\_\_  
(see summary page for notice party information)  
Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. Does this claim amend one already filed?  
 No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  
 No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ see addendum attached. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
guaranty of lease

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ See summary page

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

|   | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  | \$ _____                    |
| <input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).  | \$ _____                    |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____                    |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).  | \$ _____                    |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).  | \$ _____                    |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.   | \$ _____                    |

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/30/2021  
MM / DD / YYYY

/s/Carl Stapen  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Carl Stapen  
First name Middle name Last name

Title Associate

Company Fried, Frank, Harris, Shriver and Jacobson LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7166 | International 001-310-823-9000

|  |   |                                  |
|--|---|----------------------------------|
| <b>Debtor:</b><br>21-10526 - Medley LLC  |   |                                  |
| <b>District:</b><br>District of Delaware   |   |                                  |
| <b>Creditor:</b><br>Broadway 280 Park Fee LLC<br>c/o SL Green Realty Corp.; Attention: Neil Kessner<br>One Vanderbilt Avenue<br><br>New York , NY , 10017<br>United States<br><b>Phone:</b><br>2125942700<br><b>Phone 2:</b><br><br><b>Fax:</b><br><br><b>Email:</b><br>neil.kessner@slgreen.com | <b>Has Supporting Documentation:</b><br>Yes, supporting documentation successfully uploaded<br><b>Related Document Statement:</b>   |                                  |
|  | <b>Has Related Claim:</b><br>No<br><b>Related Claim Filed By:</b>   |                                  |
|  | <b>Filing Party:</b>  |                                  |
| <b>Disbursement/Notice Parties:</b><br>Fried, Frank, Harris, Shriver and Jacobson LLP<br>Attention: Carl Stapen<br>One New York Plaza<br><br>New York, NY, 10004<br><br><b>Phone:</b><br>212-859-8022<br><b>Phone 2:</b><br><br><b>Fax:</b><br><br><b>E-mail:</b><br>carl.stapen@friedfrank.com  |   |                                  |
| <b>Other Names Used with Debtor:</b>   | <b>Amends Claim:</b><br>No<br><b>Acquired Claim:</b><br>No  |                                  |
| <b>Basis of Claim:</b><br>guaranty of lease  | <b>Last 4 Digits:</b><br>No   | <b>Uniform Claim Identifier:</b> |
| <b>Total Amount of Claim:</b><br>see addendum attached   | <b>Includes Interest or Charges:</b><br>No  |                                  |
| <b>Has Priority Claim:</b><br>No   | <b>Priority Under:</b>  |                                  |
| <b>Has Secured Claim:</b><br>No<br><br><b>Amount of 503(b)(9):</b><br>No<br><br><b>Based on Lease:</b><br>Yes, see addendum attached<br><br><b>Subject to Right of Setoff:</b><br>No   | <b>Nature of Secured Amount:</b><br><b>Value of Property:</b><br><br><b>Annual Interest Rate:</b><br><br><b>Arrearage Amount:</b><br><br><b>Basis for Perfection:</b><br><br><b>Amount Unsecured:</b> |                                  |
| <b>Submitted By:</b><br>Carl Stapen on 30-Apr-2021 11:24:17 a.m. Eastern Time<br><br><b>Title:</b><br>Associate<br><br><b>Company:</b><br>Fried, Frank, Harris, Shriver and Jacobson LLP   |   |                                  |

**Fill in this information to identify the case:**

Debtor Medley LLC

United States Bankruptcy Court for the District of Delaware

Case number 21-10526 (KBO)

**Official Form 410**  
**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

**Part 1: Identify the Claim**

|  |  |  |
|--|--|--|
| 1. Who is the current creditor?  | <u>Broadway 280 Park Fee LLC</u><br>Name of the current creditor (the person or entity to be paid for this claim)  |  |
|  | Other names the creditor used with the debtor _____  |  |
| 2. Has this claim been acquired from someone else?                       | <input type="checkbox"/> No<br><input type="checkbox"/> Yes. From whom? _____  |  |
| 3. Where should notices and payments to the creditor be sent?            | Where should notices to the creditor be sent?<br><br><u>SL Green Realty Corp.</u><br>Name<br><br><u>One Vanderbilt Avenue</u><br>Number Street<br><br><u>New York NY 10017</u><br>City State ZIP Code<br><br><u>United States</u><br>Country<br><br>Contact phone <u>212-594-2700</u><br>Contact email <u>neil.kessner@slgreen.com</u> | Where should payments to the creditor be sent? (if different)<br><br>_____<br>Name<br><br>_____<br>Number Street<br><br>_____<br>City State ZIP Code<br><br>_____<br>Country<br><br>Contact phone _____<br>Contact email _____ |
|  | Uniform claim identifier for electronic payments in chapter 13 (if you use one):<br>_____  |  |
| 4. Does this claim amend one already filed?                              | <input type="checkbox"/> No<br><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____<br><span style="float: right;">MM / DD / YYYY</span>  |  |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input type="checkbox"/> No<br><input type="checkbox"/> Yes. Who made the earlier filing? _____  |  |

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_ \_ \_ \_

7. How much is the claim? \$ see addendum attached. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
guaranty of lease

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. **Amount necessary to cure any default as of the date of the petition.** \$ see addendum attached

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

|  | Amount entitled to priority |
|--|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).   | \$ _____                    |
| <input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).   | \$ _____                    |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____                    |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).   | \$ _____                    |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).   | \$ _____                    |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.   | \$ _____                    |

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 4/29/2021  
MM / DD / YYYY

/s/ Carl Stapen  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Carl Stapen  
First name Middle name Last name

Title Associate

Company Fried, Frank, Harris, Shriver & Jacobson LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address One New York Plaza  
Number Street

New York NY 10004  
City State ZIP Code Country

Contact phone 212-859-8022 Email Carl.Stapen@friedfrank.com

# Instructions for Proof of Claim

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  
18 U.S.C. §§ 152, 157 and 3571

## PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

Medley LLC Claims Processing Center  
c/o KCC  
222 N. Pacific Coast Hwy., Ste. 300  
El Segundo, CA 90245

Alternatively, your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/medley>.

## How to fill out this form

■ Fill in all of the information about the claim as of the date the case was filed.

■ Fill in the caption at the top of the form

■ If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.

■ Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

■ Do not attach original documents because attachments may be destroyed after scanning.

■ If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

■ A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.

■ For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

## Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at <http://www.kccllc.net/medley>

## Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate.  
11 U.S.C. § 503

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Claim Pursuant to 11 U.S.C. §503(b)(9):** A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

**Debtor:** A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Do not file these instructions with your form.**

**Secured claim under 11 U.S.C. §506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Uniform claim identifier:** An optional 24-character identifier that some creditors use to facilitate electronic payment.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

### **Offers to purchase a claim**

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

ATTACHMENT TO PROOF OF CLAIM OF BROADWAY 280 PARK FEE LLC  
AGAINST MEDLEY LLC

1. On March 7, 2021 (the “Petition Date”), Medley LLC (the “Debtor”) filed a voluntary petition (“Chapter 11 Case”) for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Debtor continues to operate its business and manage its properties as debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

2. On March 19, 2021, the Bankruptcy Court entered that certain *Order (I) Establishing Bar Dates For Filing Proofs Of Claim And (II) Approving The Form Of And Manner Of Notice Thereof* (the “Bar Date Order”) [Docket No. 52] requiring certain parties in interest in the Chapter 11 Case to file a proof of claim on or before the Claims Bar Date (as defined below).

3. On March 26, 2021, the Bankruptcy Court entered a *Notice Of Deadline For Filing Proofs Of Claim Against The Debtor* [Docket No. 71], which established April 30, 2021 at 5:00 p.m. (prevailing Eastern Time), as the general deadline for each person or entity to file proofs of claim based on prepetition claims (as defined in Section 101(5) of the Bankruptcy Code) against the Debtor (the “Claims Bar Date”).

4. Broadway 280 Park Fee LLC (“Landlord”) submits this proof of claim (the “Proof of Claim”) with respect to the Contingent Claims (as defined below) described below.

5. Landlord is a party to that certain lease, dated August 20, 2015, with tenant Medley Capital LLC (“Tenant”) for a certain parcel of non-residential real property located at 280 Park Avenue, New York, NY 10017 (the “Lease”). As the Lease is already in possession of the Debtor and its counsel, Landlord has not attached the Lease to this Proof of Claim. Landlord will timely

provide copies of the Lease upon the reasonable written request delivered to Landlord's counsel by the Debtor or its counsel in the Chapter 11 Case.

6. Additionally, the Debtor made in favor of Landlord that certain Guaranty of Lease, dated August 20, 2015 (the "Guaranty"), pursuant to which the Debtor guaranteed, as principal and not as indemnitor, the full and timely payment and performance of all obligations of Tenant under the Lease. A copy of the Guaranty is annexed hereto as Exhibit A.

7. Landlord and Tenant are also parties to that certain letter agreement, dated June 29, 2020 (the "Deferral Agreement"), pursuant to which Landlord agreed to defer all rent, tax, and operating payments due under the Lease for the four-month period from May 2020 through August 2020 and Tenant agreed to pay all such deferred rent in equal installments over the nine-month period from January 2021 through September 2021. By signing the Deferral Agreement, the Debtor ratified and confirmed the Guaranty made by Debtor in favor of Landlord and agreed that all obligations of Tenant under the Lease shall be deemed obligations of Tenant under the Lease, as modified by the Deferral Agreement. A copy of the Deferral Agreement is annexed hereto as Exhibit B.

8. As of the date hereof, Tenant has timely paid all amount due and there are no amounts outstanding under the Lease or the Deferral Agreement. In the event that Tenant fails to timely satisfy its payment or performance obligations under the Lease, Landlord will have claims against the Debtor under the Guaranty for any and all obligations of the Tenant under the Lease and the Deferral Agreement (such claims, the "Contingent Claims").

9. Accordingly, Landlord hereby asserts its Contingent Claims against the Debtor under the Guaranty for any and all obligations under the Lease and Deferral Agreement that are not timely satisfied by the Tenant.

10. As the Contingent Claims are contingent and/or unmatured at this time and cannot be reasonably estimated or calculated, Landlord has not provided a specific amount in this Proof of Claim. However, Landlord does not waive its right to seek payment from the Debtor by not currently stating a specific amount nor receive payment from the Debtor on account of such Contingent Claims. Landlord reserves the right to assert additional claims including the right to claim that all or any portion of any losses, claims, damages, liabilities, legal or other expenses incurred by Landlord after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code.

11. No judgment has been rendered on the Contingent Claims and no part of the Contingent Claims has been paid.

12. The Contingent Claims are not subject to any set-off or counterclaim.

13. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Landlord against the Debtor in this Chapter 11 Case or any other proceeding.

14. Landlord has filed this Proof of Claim pursuant to and under compulsion of the Bar Date Order and to protect Landlord's right from forfeiture of its claim against the Debtor by reason of the Bar Date Order. Landlord reserves the right to amend, modify, withdraw and/or supplement this Proof of Claim at any time, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same, related or additional documents or grounds of liability.

15. Without limiting the foregoing, Landlord hereby expressly reserves and preserves the right to amend, modify, withdraw and/or supplement this Proof of Claim at any time and in

any manner, including, without limitation, to assert any claims for interest, fees, charges, attorneys' fees and expenses and penalties accrued before or after the Petition Date.

16. Nothing stated in this Proof of Claim shall constitute: (i) a waiver or release of any obligation owed to Landlord under the Lease, the Guaranty or the Deferral Agreement and by means of the Guaranty; (ii) a waiver or release of the rights of Landlord against the Debtor as or any other person or property, including any of Landlord's rights or remedies arising out of any past, present or future breaches of the Lease, the Guaranty or the Deferral Agreement or a waiver of the right to compel the Debtor to return property of Landlord currently in the possession of the Debtor; (iii) a waiver or release of the rights of Landlord to contest the jurisdiction of the Court with respect to the subject matter of the statements set forth herein, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in the Debtor's case against or otherwise involving Landlord; (iv) a waiver of any default, event of default, or similar event, whether specified or not herein; (v) an election of remedies or choice of law; (vi) a consent by Landlord to a jury trial in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 175(e) or otherwise; (vii) a waiver of Landlord's rights to trial by jury in the Bankruptcy Court or any other court in a proceeding as to any and all matters so triable therein, whether or not the same be designated legal or private rights or in any case, controversy, or proceedings related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is provided by statute or the United States Constitution; (viii) an admission by Landlord as to any matter, including any liability with respect to any matter or (ix) a waiver of any right to any security held

by or for Landlord or any right to claim specific assets or any right or causes of action that Landlord has or may have against any or all of the Debtor or any other person or persons.

17. Landlord hereby expressly reserves and preserves: (i) all of its rights and remedies pursuant to the Lease, the Guaranty and the Deferral Agreement; (ii) all of its rights to assert additional claims against the Debtor; (iii) all of its rights to assert claims against parties other than the Debtor; and (iv) all of its rights to assert any right of set-off that it may now or in the future have against the Debtor or non-debtor affiliates of the Debtor, whether arising from or related to the Lease, the Guaranty, the Deferral Agreement or otherwise, whether in respect of claims directly between Landlord and the Debtor or claims between Landlord and affiliates of the Debtor, under any agreement or other instruments, under applicable non-bankruptcy law or otherwise.

18. In filing this Proof of Claim, Landlord does not submit itself to the jurisdiction of this Court for any purpose other than with respect to the Contingent Claims.

19. All notices regarding this Proof of Claim should be sent to: Broadway 280 Park Fee LLC, c/o SL Green Realty Corp., One Vanderbilt Avenue, New York New York 10017, Attention: Neil Kessner; and Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004, Attention: Carl I. Stapen, Esq.

**Exhibit A**

**Guaranty**

GUARANTY

THIS GUARANTY, dated as of the 20 day of August, 2015, made by MEDLEY LLC, a Delaware limited liability company, having an address at 375 Park Avenue, New York, New York 10152 ("Guarantor") in favor of BROADWAY 280 PARK FEE LLC, a Delaware limited liability company, having an address c/o SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170 ("Landlord").

WITNESSETH:

WHEREAS, simultaneously herewith, Landlord has entered into a Lease (the "Lease"), dated as of the date hereof, with Medley Capital LLC, a Delaware limited liability company, having an address at 375 Park Avenue, New York, New York 10152 ("Tenant"), relating to the premises located in the building known 280 Park Avenue, New York, New York 10017 (the "Building") as described in the Lease (the "Premises"); and

WHEREAS, Guarantor, as the parent of Tenant, will derive substantial benefit from the Lease; and

WHEREAS, Guarantor acknowledges that Landlord would not enter into the Lease unless Guarantor executed and delivered this Guaranty and this Guaranty accompanies the execution and delivery of such Lease by Tenant.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease by Landlord, and for other good and valuable consideration, the receipt and legal sufficiency of which Guarantor hereby acknowledges, Guarantor hereby agrees as follows:

1. Unless otherwise specifically noted, all capitalized terms used in this Guaranty shall have the same meaning as are ascribed to such terms in the Lease.

2. (A) Subject to the terms and conditions hereof, Guarantor hereby absolutely; unconditionally and irrevocably guaranties, as principal and not as an indemnitor, to Landlord, in accordance with and pursuant to this Guaranty, the full and timely payment and performance of all obligations of Tenant under the Lease. Nothing contained herein shall diminish any of Landlord's rights against Tenant under the terms of the Lease.

(B) Any amounts due hereunder shall be paid by Guarantor within ten (10) Business Days following receipt of written notice from Landlord. Such demand(s) may be made at any time coincident with or after the time for payment of all or part of the amounts due at any particular time. Such demand shall be deemed made, given and received in accordance with the notice provisions hereof.

3. (A) Guarantor acknowledges that its liability hereunder is primary and that Landlord, at Landlord's option, may join Guarantor in any action or proceeding commenced

by Landlord against Tenant in connection with or based upon the Lease or any term, covenant or condition thereof, and recovery may be had against Guarantor in such action or proceeding or in any independent action or proceeding against Guarantor without Landlord first asserting, prosecuting, or exhausting any remedy or claim against Tenant.

(B) Guarantor acknowledges that, to the extent permitted by applicable law, this Guaranty is an absolute and unconditional guaranty of payment and performance and not merely of collection.

4. (A) If Landlord shall be obligated by any bankruptcy, insolvency or other legal proceedings to repay to Guarantor or to Tenant, or to any trustee, receiver or other representative of any of them, any amounts previously paid by Tenant or by Guarantor, this Guaranty shall be deemed reinstated to the extent of that repayment made by Landlord. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayments if, in good faith and on the advice of counsel, Landlord believes that such obligation exists.

(B) All payments due hereunder shall be made in lawful money of the United States of America in immediately available funds free and clear of, and without deduction or withholding for or on account of, any taxes, levies, fees, imposts, duties, expenses, commissions, withholdings, assessments or other charges, or any penalties, fines, additions to tax or interest thereon (collectively, "Taxes") to the extent that any such Taxes would reduce the amount Landlord would otherwise have received had Tenant made such payment. If any Taxes shall be required by law to be deducted or withheld from any payment hereunder and as a result thereof the amount Landlord would otherwise have received had Tenant made such payment is reduced, Guarantor shall increase the amount paid so that Landlord receives, after deduction or withholding on account of taxes, the full amount of the payment provided for in this Guaranty.

5. (A) This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified, diminished, impaired or terminated by reason of any of the following, whether or not notice thereof is given to or consent is obtained from Guarantor: (i) any subletting of all or any portion of the Premises or any assignment or other transfer of Tenant's interest in the Lease, (ii) any consent, approval, waiver or other action, inaction or omission under or concerning the Lease, (iii) any modifications, renewals, extensions or amendments of the Lease, (iv) any dealings or transactions or matter or thing occurring between Landlord and Tenant, (v) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant or its successors or assigns, (vi) the release or discharge of Tenant from the performance or observance of any of the terms, covenants or conditions contained in the Lease pursuant to the terms thereof, by operation of law, by reason of any of the events described in Paragraph 5(A)(v) hereof, or otherwise, (vii) any change in relationship between Guarantor and Tenant, (viii) the default or failure of Guarantor to perform any of its obligations set forth in this Guaranty, (ix) any action which Landlord may take or fail to take against Tenant by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Landlord in the Lease, or otherwise, (x) any

failure or refusal of Landlord to re-let the Premises or any part or parts thereof in the event that Landlord shall obtain possession of the Premises after Tenant's insolvency or default, (xi) any failure to collect rent thereof under any such re-letting, (xii) any alterations, repairs, replacements and/or decorations in the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises, or (xiii) any other circumstance or condition that may result in a discharge, limitation or reduction of liability of a surety or guarantor.

(B) Any suit or proceedings brought against Guarantor to collect the amount of any Deficiency referred to in Article 23 of the Lease for any month or months shall not prejudice in any way the rights of Landlord to collect any such deficiency for any subsequent month or months in any similar suit or proceeding.

6. (A) Guarantor hereby waives, to the extent permitted by law, notice of the acceptance of this Guaranty and presentment and demand for payment, notice of non-payment, notice of dishonor, protest, notice of protest, non-performance, non-observance and any other notice or demand to which Guarantor might otherwise be entitled.

(B) Guarantor hereby waives trial by jury of any and all issues arising in any action or proceeding between the parties, upon, under or in connection with this Guaranty.

7. Except for the unconditional, irrevocable payment in full of all amounts owing to Landlord under the Lease, and the performance of all obligations of Tenant under the Lease whether by Tenant or Guarantor, Guarantor's obligations hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender, attention or compromise, and shall not be subject to, and Guarantor hereby irrevocably waives, any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of Guarantor's obligations hereunder or otherwise.

8. Guarantor hereby irrevocably:

(A) submits to the jurisdiction of the state courts of the State of New York and to the jurisdiction of the United States District Court for the Southern District of New York, for the purposes of each and every suit, action or other proceeding arising out of or based upon this Guaranty or the subject matter hereof brought by Landlord, it being expressly understood and agreed that this consent to jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Guaranty or as otherwise permitted by such law, shall be necessary in order to confer jurisdiction upon Guarantor in any such court; and

(B) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding brought in any such court, any claim that Guarantor is not subject personally to the jurisdiction of the above-named courts, that

Guarantor's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Guaranty or the subject matter hereof may not be enforced in or by such court, and further agrees to waive, to the fullest extent permitted under applicable law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which Landlord or its successors or assigns are entitled pursuant to the final judgment of any court having jurisdiction.

9. Guarantor hereby consents to service of process by certified or registered mail to such Guarantor's address as set forth herein, as provided in Paragraph 14 hereof or in any other manner permitted by law. Guarantor agrees that service in the foregoing manner shall be deemed, in every respect, effective service of process upon Guarantor and be taken and held to be valid personal service upon, and personal delivery to, Guarantor. Guarantor agrees that Guarantor's submission to jurisdiction and consent to service of process by mail is made for the express benefit of Landlord.

10. Final judgment against Guarantor in any such action, suit or proceeding shall be conclusive, and may be enforced in other jurisdictions:

(A) by suit, action or proceeding on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness or liability of Guarantor therein described; or

(B) in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that Landlord may at its option bring suit, or institute other judicial proceedings against Guarantor or any of the Guarantor's assets in any state or federal court of the United States or of any country or place where either Guarantor or such assets may be found.

11. Guarantor represents and warrants to Landlord that:

(A) Guarantor is a limited liability company formed and validly existing under the laws of the State of Delaware.

(B) Guarantor has full power, authority and legal right to cause this Guaranty to be signed and delivered, and to perform and observe the provisions of this Guaranty, including, without limitation, the payment of all moneys hereunder.

(C) The signature, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action of Guarantor.

(D) This Guaranty constitutes the legal, valid and binding obligation of Guarantor, and is enforceable in accordance with its terms.

(E) Guarantor, as of the date hereof, is not in violation of any decree, ruling, judgment, order or injunction applicable to it nor any law, ordinance, rule or regulation of whatever nature, nor are there any actions, proceedings or investigations pending or threatened against or affecting Guarantor (or any basis therefor known to Guarantor) before or by any court, arbitrator, administrative agency or other governmental authority or entity, any of which, if adversely decided, would materially or adversely affect its ability to carry out any of the terms, covenants and conditions of this Guaranty.

(F) No authorization, approval, consent or permission (governmental or otherwise) of any court, agency, commission or other authority or entity is required for the due execution, delivery, performance or observance by Guarantor of this Guaranty or for the payment of any sums hereunder.

(G) Neither the execution and delivery of this Guaranty, nor the consummation of the transactions herein contemplated, nor compliance with the terms and provisions hereof, conflict or will conflict with or result in a breach of any of the terms, conditions or provisions of any order, writ, injunction or decree of any court or governmental authority, or of any agreement or instrument to which Guarantor is a party or by which it is bound, or constitutes or will constitute a default thereunder.

(H) Guarantor is not entitled to immunity from judicial proceedings and agrees that, in the event Landlord brings any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Guarantor arising, directly or indirectly, out of or relating to this Guaranty, no immunity from such suit, action or proceedings will be claimed by or on behalf of Guarantor.

12. Until the termination of the Lease and satisfaction of all of the Tenant's obligations thereunder, (i) nothing herein contained is intended or shall be construed to give to Guarantor any right of subrogation under the Lease or any right to participate in any way therein or in Landlord's right, title and interest in the Lease, (ii) notwithstanding any payments made under this Guaranty, all rights of subrogation and participation are expressly waived and released by Guarantor, (iii) Guarantor shall have no right of subrogation to the rights of Landlord against Tenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor hereunder, (iv) Guarantor hereby waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one of more payments or acts of performance in compliance with the obligations of Guarantor hereunder and (v) Guarantor hereby subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

13. Guarantor shall pay to Landlord an amount equal to the out-of-pocket costs that Landlord incurs in instituting or prosecuting any legal proceeding against Guarantor, together with interest thereon calculated at the Applicable Rate from the date that Landlord incurs such costs, within ten (10) Business Days after Landlord gives to Guarantor an invoice therefore (it being understood that the amount that Landlord has the right to collect from

Guarantor under this Paragraph 13 shall be adjusted appropriately to reflect the extent to which Landlord is successful in such legal proceeding).

14. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") desired or required to be given under this Guaranty shall (1) be in writing, (2) be deemed sufficiently given if (a) delivered by hand (against a signed receipt), (b) sent by registered or certified mail (return receipt requested), or (c) sent by a nationally-recognized overnight courier (with verification of delivery), and (3) be addressed in each case as follows:

If to Guarantor, at:

Prior to the date on which Tenant occupies any portion of the Premises for the conduct of business:

375 Park Avenue  
New York, New York 10152  
Attn.: Richard Allorto, Chief Financial Officer

After the date on which Tenant occupies any portion of the Premises for the conduct of business, at:

280 Park Avenue, 6<sup>th</sup> floor  
New York, New York 10017  
Attn.: Richard Allorto, Chief Financial Officer

In each case with a copy to:

Medley LLC  
600 Montgomery Street, 35<sup>th</sup> floor  
San Francisco, California 94111  
Attn.: John Fredericks, General Counsel

And

Medley LLC  
600 Montgomery Street, 35<sup>th</sup> floor  
San Francisco, California 94111  
Attn.: Marsha Morton, Head of Operations and Administration

And

Patterson Belknap Webb & Tyler LLP  
1133 Avenue of the Americas  
New York, New York 10036

Attention: Kenneth L. Sankin, Esq.

if to Landlord, at:

c/o SL Green Realty Corp.  
420 Lexington Avenue  
New York, New York 10170  
Attention: Director of Leasing and Real Property

And

c/o SL Green Realty Corp.  
420 Lexington Avenue  
New York, New York 10170  
Attention: Executive Vice President – General Counsel – Real Property

And

c/o Vornado Office Management LLC  
888 Seventh Avenue  
New York, New York 10017  
Attention: President – New York Office Division

And

Vornado Realty Trust  
210 Route 4 East  
Paramus, New Jersey 07652  
Attention: Chief Financial Officer

with a copy to:

Proskauer Rose LLP  
Eleven Times Square  
New York, New York 10036  
Attention: Ronald D. Sernau, Esq.

or to such other address or addresses as Landlord or Guarantor may designate from time to time on at least ten (10) Business Days of advance notice given to the other in accordance with the provisions of this Paragraph 14. Any such Notice shall be deemed to have been given (x) on the date that it is hand delivered, as aforesaid, (y) three (3) Business Days after the date that it is mailed, as aforesaid, or (z) on the first (1<sup>st</sup>) Business Day after the date that it is sent by a nationally-recognized courier, as aforesaid. Notice delivered by legal counsel to the parties on

behalf of such counsel's client in accordance with the terms of this Paragraph 14 shall be deemed effective notice.

15. (A) The provisions of this Guaranty shall be binding upon and shall inure to the benefit of Landlord and Guarantor and their respective successors and assigns. All references in this Guaranty to Landlord and Tenant shall be deemed to mean Landlord's and Tenant's respective permitted successors and assigns.

(B) No delay on the part of Landlord in exercising any right, power or privilege under this Guaranty, nor any failure to exercise the same, shall operate as a waiver of, or otherwise affect, any right, power or privilege of Landlord under this Guaranty, nor shall any single or partial exercise thereof preclude the further exercise of, or the exercise of any other, right, power or privilege of Landlord under this Guaranty.

(C) Neither any waiver or modification of any provision of this Guaranty, nor any termination of this Guaranty, shall be effective unless in writing and signed by the party against which the waiver, modification or termination is sought to be enforced, nor shall any waiver be applicable except in the specific instance for which it is given.

(D) The validity and enforcement of this Guaranty shall be governed by and construed in accordance with the laws of the State of New York.

(E) All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one remedy, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other remedy available to Landlord and shall not limit or prejudice any other legal or equitable remedy which Landlord may have.

(F) If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid, shall not be affected thereby and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

(G) The confidentiality provisions of Section 33.8 of the Lease shall apply to this Guaranty as if it were the "Lease" referred to in such section.

(H) If Guarantor is a corporation, limited partnership, limited liability partnership or limited liability company, then (i) the members, managers, limited partners, shareholders, directors, officers and principals, direct and indirect, comprising Guarantor shall not be liable for the performance of Guarantor's obligations under this Guaranty, and (ii) Landlord shall look solely to Guarantor to enforce Guarantor's obligations hereunder.

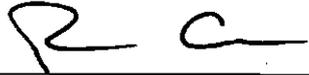
(I) This Guaranty contains the entire agreement between the parties and supersedes all prior understandings, if any, with respect thereto.



IN WITNESS WHEREOF, Guarantor has duly executed and delivered this Guaranty as of the date first above written.

**MEDLEY LLC,**  
a Delaware limited liability company

By: Medley Management Inc.,  
a Delaware corporation,  
its Managing Member

By:   
Name: Richard T Allorto Jr  
Title: CFO

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 13<sup>th</sup> day of August in the year 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard T. Alento personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

  
Notary Public

**Rachel Cross**  
Notary Public, State of New York  
No. 01CR6284283  
Qualified in New York County  
My Commission Expires June 17, 2017

12/20

My Commission Expires June 17, 2017  
Qualified in New York County  
No. 0166284283  
Notary Public, State of New York  
Rachel Cross



**Exhibit B**

**Deferral Agreement**

BROADWAY 280 PARK FEE LLC  
c/o SL Green Realty Corp.  
420 Lexington Avenue  
New York, New York 10170

as of June <sup>29</sup> 2020

MEDLEY CAPITAL LLC  
280 Park Avenue  
New York, New York 10017

Re: Lease, dated as of August 20, 2015 (the "Lease"), between Broadway 280 Park Fee LLC ("Landlord") and Medley Capital LLC ("Tenant"), for certain premises located at 280 Park Avenue, New York, New York, as more particularly described in the Lease (the "Premises")

Ladies and Gentlemen:

Reference is made to the Lease. All capitalized terms used herein shall have the meaning ascribed to such terms in the Lease unless otherwise defined herein.

In consideration of the mutual covenants set forth herein, Landlord and Tenant hereby agree as follows:

1. Deferred Rent. Tenant acknowledges and agrees that Tenant failed to pay Rental due and payable under the Lease for the months of May and June 2020, and Tenant has requested, and Landlord, solely as an accommodation to Tenant, has agreed, that Landlord provide Tenant with temporary rent relief. Accordingly, Landlord and Tenant hereby agree that:
  - (A) the monthly installments of Fixed Rent due and payable under Section 1.5 of the Lease for the period commencing on May 1, 2020 and ending on August 31, 2020 (the "Deferred Rent Period"), in the aggregate amount of Eight Hundred Four Thousand Eight Hundred Four Dollars and Fourteen Cents (\$804,804.14) (the "Deferred Fixed Rent") shall be deferred, and instead of being due and payable during the Deferred Rent Period, such Deferred Fixed Rent shall be repaid in nine (9) equal monthly instaliments of Eighty-Nine Thousand Four Hundred Twenty-Two Dollars and Sixty-Eight Cents (\$89,422.68), with each installment being due and payable by Tenant to Landlord together with the monthly installments of Fixed Rent due and payable under the Lease, as amended hereby, on the first (1<sup>st</sup>) day of the months occurring during the period commencing on January 1, 2021 and ending on September 1, 2021 (the "Deferred Rent Repayment Period");
  - (B) the monthly Tax Payment due and payable under Section 2.6 of the Lease during the Deferred Rent Period, in the aggregate amount of Ten Thousand Seven Hundred

Ninety-Eight Dollars and Eighty-Four Cents (\$10,798.84) (the "Deferred Tax Payment") shall be deferred, and instead of being due and payable during the Deferred Rent Period, such Deferred Tax Payment shall be repaid in nine (9) equal monthly installments of One Thousand One Hundred Ninety-Nine Dollars and Eighty-Seven Cents (\$1,199.87), with each installment being due and payable by Tenant to Landlord together with the monthly installments of Fixed Rent due and payable under the Lease, as amended hereby, on the first (1<sup>st</sup>) day of the months occurring during the Deferred Rent Repayment Period; and

- (C) the monthly Operating Expense Payment due and payable under Section 2.3 of the Lease during the Deferred Rent Period, in the aggregate amount of Nineteen Thousand Seven Hundred Eighty-Four Dollars and Thirty-Two Cents (\$19,784.32) (the "Deferred Operating Payment") shall be deferred, and instead of being due and payable by Tenant to Landlord during the Deferred Rent Period, such Deferred Operating Payment shall be repaid in nine (9) equal monthly installments of Two Thousand One Hundred Ninety-Eight Dollars and Twenty-Six Cents (\$2,198.26), with each installment being due and payable together with the monthly installments of Fixed Rent due and payable under the Lease, as amended hereby, on the first (1<sup>st</sup>) day of the months occurring during the Deferred Rent Repayment Period.

Each monthly installment of the Deferred Fixed Rent, the Deferred Tax Payment and the Deferred Operating Payment shall each be paid in full by Tenant to Landlord when due as stated herein without notice and without any abatement, set-off or adjustment. Notwithstanding the foregoing, upon the occurrence of any Event of Default, in addition to all other remedies that Landlord may have under the Lease, as amended hereby, and applicable law, the entire unpaid balance of the Deferred Fixed Rent, the Deferred Tax Payment and the Deferred Operating Payment shall each become immediately due and payable by Tenant to Landlord. Except as expressly provided in this Paragraph 1, nothing contained herein shall be deemed to relieve Tenant of its obligation to perform any of Tenant's other obligations under the Lease, including, without limitation, the payment of any Fixed Rent and additional rent not so deferred hereunder as and when due under the Lease, as amended hereby. Nothing contained in this letter agreement shall be deemed to constitute a waiver by Landlord any of the obligations of Tenant under the Lease, as amended hereby.

- (D) Notwithstanding anything set forth in the Lease to the contrary, in no event shall Tenant be entitled to reduce the amount of the Letter of Credit in accordance with the terms of Section 25.6 of the Lease unless and until Landlord shall have received the entire amount of the Deferred Fixed Rent, the Deferred Tax Payment and the Deferred Operating Payment; provided that any such reduction shall be otherwise subject to the terms of Section 25.6 of the Lease.

2. Tenant Representations. Tenant represents and warrants to Landlord that: (a) Landlord is not in default in the performance or observance of any of the terms, covenants, conditions or obligations on Landlord's part to be performed or observed under the Lease, as amended

hereby; (b) Tenant has no claims, abatement, counterclaims, defenses, causes of action, disputes, offsets, deductions, or credits against the enforcement of any of the terms and conditions of the Lease, as amended hereby, or otherwise, or against Landlord; (c) this letter agreement has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant; (d) there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy or insolvency laws of the United States or any state thereof; and (e) Tenant has not relied upon any representation or warranty, express or implied, in entering into this letter agreement.

3. **Broker.** Tenant represents and warrants to Landlord that Tenant has not dealt with any broker in connection with this letter agreement, and Tenant covenants and agrees to indemnify and hold Landlord harmless of and from any and all loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees and disbursements) incurred by reason of any claim of or liability to any broker who shall claim to have dealt with Tenant in connection with this letter agreement. The provisions of this Paragraph 3 shall survive the expiration or earlier termination of the Term.
  4. **Captions.** The captions contained in this letter agreement are for convenience only and shall in no way define, limit or extend the scope or intent of this letter agreement, nor shall such captions affect the construction hereof.
  5. **Entire Agreement; Non-Disclosure; Parties Bound.** Except as expressly set forth herein, the Lease shall not be modified and remains in full force and effect. This letter agreement constitutes the full agreement of the parties with respect to the specific subject matter hereof and supersedes all prior discussions, negotiations and/or understandings with respect thereto. Section 3.3.8 of the Lease is incorporated herein by this reference as if set out fully herein and shall apply in all respects to this letter agreement. *mutatis mutandis*. This letter agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
  6. **Counterparts.** This letter agreement may be signed in counterparts each of which when taken together shall constitute but one original. An executed counterpart of this letter agreement transmitted by facsimile, email or other electronic transmission or using electronic signature technology (e.g., via DocuSign or similar electronic technology) shall be (a) deemed an original counterpart of this letter agreement and (b) legally binding upon the parties hereto to the same extent as delivery of an original counterpart of this letter agreement.
-

Please sign below to indicate Tenant's agreement to the foregoing.

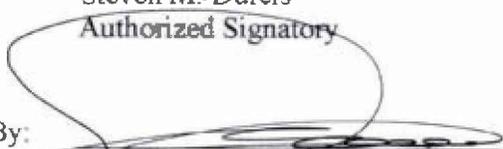
Very truly yours,

BROADWAY 280 PARK FEE LLC

By:

  
Steven M. Durels  
Authorized Signatory

By:

  
David R. Greenbaum  
Authorized Signatory

06.25.20

ACCEPTED & AGREED:

MEDLEY CAPITAL LLC

By:

  
Name: Richard T Allorto Jr  
Title: Chief Financial Officer

Tenant's EIN: 27-2437343

The undersigned hereby (a) ratifies and confirms the Guaranty, dated as August 20, 2015 (the "Guaranty"), made by Medley LLC in favor of Landlord, and all obligations, covenants, agreements, terms, and conditions thereof, (b) agrees that the term "Lease" as used therein shall be deemed to be the Lease (as defined in this letter agreement), as modified by this letter agreement, and that references in the Guaranty to the obligations of Tenant under the Lease shall be deemed to be the obligations of Tenant under the Lease, as modified by this letter agreement (including, without limitation, the Deferred Fixed Rent, the Deferred Tax Payment and the Deferred Operating Payment) and (c) agrees that the Guaranty shall remain in full force and effect.

MEDLEY LLC

By:

  
Name: Richard T Allorto Jr  
Title: Chief Financial Officer