

EXHIBIT A

FIFTEEN (15) DAY NOTICE OF DEFAULT

To: Equinox Tribeca, Inc. ("Tenant")
110 Church Street, a/k/a 50 Murray Street
New York, New York 10007

Re: Lease between Lionshead 110 Development, LLC and Tenant, dated "September ___ 2002 [sic]" and executed by Tenant by acknowledgment dated September 5, 2002 and by Lionshead 110 Development by acknowledgment dated September 20, 2002 (the "Lease")

Premises: The portions of the first floor and mezzanine/second floor, shown cross-hatched in the diagrams annexed hereto as Exhibit A, in the building known as 110 Church Street (a/k/a 50 Murray Street), New York, New York 10007 (the "Premises")

PLEASE TAKE NOTICE that 50 Murray Street Acquisition LLC, the undersigned, is the successor-in-interest to Lionshead 110 Development LLC, and is the Owner and Landlord of the Premises and of the building of which the Premises forms a part.

PLEASE TAKE FURTHER NOTICE that Article 43(E)(c)(iii) of the Lease, provides that Tenant shall limit the noise and vibrations transmitted from the Premises as follows:

"Notwithstanding anything herein contained to the contrary, Tenant acknowledges that the Demised premises is located directly over retail spaces and directly under residential apartments in the Building. The 2nd and 3rd floor slabs in the Building separating the Demised Premises from these areas are 4" to 5" thick concrete. It is the responsibility of the Tenant to provide all floor, ceiling and wall treatments necessary to mitigate noise and vibration produced by the activities in the Demised Premises from other areas of the Building in accordance with the criteria set forth below. Noise transmission from the Demised Premises to the residences above shall not exceed the following 1/3 octave band sound pressure levels:

| Maximum Allowable Sound Pressure Levels (dB) re: 20 micro Pascal 1/3 Octave-Band Center Frequency Less Than 600 (Hz) | | | | | | | | | | | | | |
|---|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 31.5 | 40 | 50 | 63 | 80 | 100 | 126 | 160 | 200 | 250 | 315 | 400 | 500 | 600 |
| 64 | 62 | 60 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 |

Noise transmission from the Demised Premises to the retail spaces below shall not exceed a Noise Criteria level of NCB-40. These criteria shall be met without consideration of any extra construction in the residential or retail areas. Vibration levels in all floors, walls and ceilings caused by operation of the club in the Demised

Premises shall not exceed 4000 micro-in/sec velocity level in any octave band above 8Hz. Between 2 and 8Hz., vibration levels shall not exceed 0.2 in/sec acceleration level”; and

PLEASE TAKE FURTHER NOTICE that Article 6 of the Lease provides that Tenant shall comply with all laws and regulations of the City of New York, as follows:

“Tenant, at Tenant’s sole cost and expenses, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local government, departments, commissions and boards and any direction of any public officer pursuant to law”; and

PLEASE TAKE FURTHER NOTICE THAT Article 43(B) of the Lease further provides that Tenant shall comply with all laws and regulations of the City of New York, as follows:

“Tenant further covenants and agrees to comply with, and cause the compliance with, all applicable laws, resolutions, codes, rules and regulations of any department, bureau, agency of any governmental authority having jurisdiction over the operation, occupancy, maintenance and use of the Demised Premises”; and

PLEASE TAKE FURTHER NOTICE that New York City Administrative Code §24-218, in relevant part, restricts the noise transmissions from the Premises, as follows:

“§ 24-218. General prohibitions.

(a) No person shall make, continue or cause or permit to be made or continued any unreasonable noise.

(b) Unreasonable noise shall include but shall not be limited to sound, attributable to any device, that exceeds the following prohibited noise levels:

(1) Sound, other than impulsive sound, attributable to the source, measured at a level of 7 dB(A) or more above the ambient sound level at or after 10:00 p.m. and before 7:00 a.m., as measured at any point within a receiving property or as measured at a distance of 15 feet or more from the source on a public right-of-way.

(2) Sound, other than impulsive sound, attributable to the source, measured at a level of 10 dB(A) or more above the ambient sound level at or after 7:00 a.m. and before 10:00 p.m., as measured at any point within a receiving property or as measured at a distance of 15 feet or more from the source on a public right-of-way.

(3) Impulsive sound, attributable to the source, measured at a level of 15 dB(A) or more above the ambient sound level, as measured at any point within a receiving property or as measured at a distance of 15 feet or more from the source on a public right-of-way. Impulsive sound levels shall be measured in the A-weighting network with the sound level meter set to fast response. The ambient sound level shall be taken in the A-weighting network with the sound level meter set to slow response...”; and

PLEASE TAKE FURTHER NOTICE that New York City Administrative Code §24-231, in relevant part, restricts the music transmitted from the Premises to maximum noise level, as follows:

“§ 24-231. Commercial music.

(a) No person shall make or cause or permit to be made or caused any music originating from or in connection with the operation of any commercial establishment or enterprise when the level of sound attributable to such music, as measured inside any receiving property dwelling unit:

(1) is in excess of 42 dB(A) as measured with a sound level meter; or

(2) is in excess of 45 dB in any one-third octave band having a center frequency between 63 hertz and 500 hertz (ANSI bands numbers 18 through 27, Inclusive), in accordance with American National Standards Institute standard S1.6-1984; or

(3) causes a 6 dB(C) or more increase in the total sound level above the ambient sound level as measured in decibels in the “C” weighting network provided that the ambient sound level is in excess of 62 dB(C)”; and

PLEASE TAKE FURTHER NOTICE that Tenant has violated and continues to violate substantial obligations of its tenancy in that, on a regular and daily basis, Tenant (a) causes noise to transmit from the Premises in excess of the maximum noise levels permitted by Article 43(E)(c)(iii) of the Lease and (b) causes vibrations to emit from the Premises in excess of the maximum vibration levels permitted by Article 43(E)(c)(iii) of the Lease, as the result of, among other things, weights being dropped on the floor, in violation of Article 43(E)(c)(iii) of the Lease, and in so doing, disturbs the other tenants and occupants of the building, including the residential tenants and occupants; and

PLEASE TAKE FURTHER NOTICE that Tenant has violated and continues to violate substantial obligations of its tenancy in that, on a regular and daily basis, Tenant (a) fails to comply with New York City Administrative Code §24-218 by causing noise to transmit from the Premises in excess of the maximum noise levels permitted by New York City Administrative Code §24-218 and (b) fails to comply with New York City Administrative Code §24-231 by causing musical noise to transmit from the Premises in excess of the maximum noise levels permitted by New York City Administrative Code §24-231, in violation Article 6 and Article 43(B) of the Lease, and in so doing, disturbs the other tenants and occupants of the building, including the residential tenants and occupants; and

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PLEASE TAKE FURTHER NOTICE that, in the event Tenant fails to cure the foregoing defaults by (a) limiting all noise transmitted from the Premises to noise levels that do not exceed the maximum noise levels permitted by Article 43(E)(c)(iii) of the Lease or the maximum noise levels permitted by New York City Administrative Code §24-218, (b) limiting all musical noise transmitted from the Premises to the maximum noise levels permitted by New York City Administrative Code §24-231, and (c) limiting all vibrations emitting from the Premises to vibration levels that do not exceed the maximum vibration levels permitted by Article 43(E)(c)(iii) of the Lease, by no later than February 16, 2016, a date which is at least fifteen (15) days from the date hereof plus an additional three (3) business days for certified mailing pursuant to Article 58 of the Lease, Landlord will exercise its right pursuant to Article 53 of the Lease to terminate the Lease; and

PLEASE TAKE FURTHER NOTICE that this Notice is being served upon Tenant pursuant to Article 53 and Article 58 of the Lease and applicable provisions of law; and

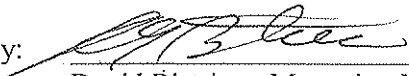
PLEASE TAKE FURTHER NOTICE that nothing contained in this Notice shall be deemed or construed as an acknowledgment or admission that Tenant's defaults are curable, a waiver of Landlord's claim that the defaults are incurable or a waiver of any other default or of any other rights, powers, or remedies which Landlord may have against Tenant, nor shall anything contained herein be deemed an election of remedies under the Lease or otherwise, and Landlord hereby expressly reserves all of its rights, powers, and remedies as provided by the Lease and as provided by law and at equity; and

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PLEASE TAKE FURTHER NOTICE that any response to this Notice should be directed to the below named attorneys for Owner and Landlord.

Dated: New York, New York
January 27, 2016

**50 MURRAY STREET ACQUISITION LLC,
Owner and Landlord**

By: 
David Bistricher, Managing Member

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David Rozenholc & Associates
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Cc: Equinox Tribeca, Inc.
110 Church Street
New York, New York 10007

Equinox Tribeca, Inc.
50 Murray Street
New York, New York 10007

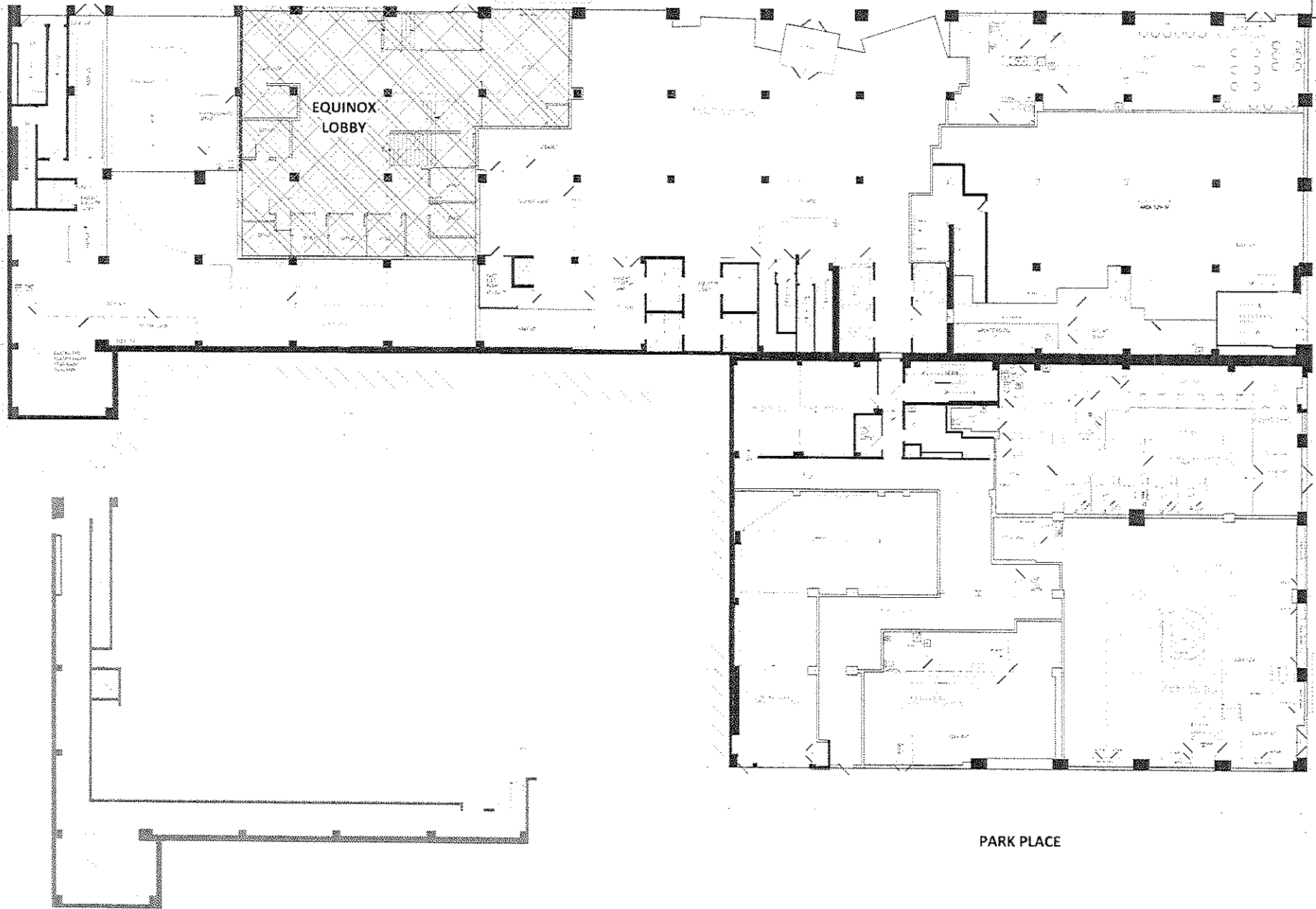
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MURRAY ST.



1 1ST FLOOR PLAN
3/32"=1'-0"

