

AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT

AMENDMENT, dated as February 25, 2012 (this "Amendment"), to the AMENDED AND RESTATED LOAN AGREEMENT, dated as of February 25, 2011 (the "Loan Agreement"), between Mortimer B. Zuckerman (the "Borrower"), and Bank of America, N.A. (the "Bank").

The parties desire to amend the Loan Agreement.

Therefore, in consideration of the premises and the agreements herein, the Borrower hereby agrees with the Bank as follows:

1. Definitions. All terms used herein which are defined in the Loan Agreement and not otherwise defined herein are used herein as defined therein.

2. Amendments.

(a) Section 1.2 of the Loan Agreement is hereby amended and restated as follows:

"1.2 Availability Period.

The line of credit is available between the date of this Agreement and February 25, 2014, or such earlier date as the availability may terminate as provided in this Agreement (the "Expiration Date")."

(b) The last sentence of Section 1.6 of the Loan Agreement is hereby amended and restated as follows:

"On or before each anniversary of the date of this Agreement, the Borrower shall pay the Bank a fee of 0.25% of the Commitment."

3. Conditions to Effectiveness. This Amendment shall be effective upon (i) the execution and delivery to the Bank by the Borrower of a counterpart of this Amendment, (ii) the payment to the Bank of the fee referred to in the last sentence of Section 1.6 of the Loan Agreement in the amount of \$437,500 and (iii) the payment of the fees of Ellenoff Grossman & Schole LLP, counsel to the Bank, in connection with the preparation of this Amendment.

4. Representations and Warranties. The Borrower hereby represents and warrants to the Bank as follows:

(a) The representations and warranties made by the Borrower in the Loan Agreement and in each other document delivered by him pursuant thereto on or prior to the date hereof are true and correct on and as of the date hereof as though

made on and as of the date hereof (except to the extent such representations and warranties expressly relate to an earlier date).

(b) The Borrower has all requisite power and authority to execute, deliver and perform this Amendment and to perform the Loan Agreement, as amended hereby.

(c) The execution, delivery and performance by the Borrower of this Amendment, and the performance by the Borrower of the Loan Agreement, as amended hereby, (i) do not and will not contravene any law or any contractual restriction binding on or affecting the Borrower or any of his properties, and (ii) do not and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of his properties, other than in favor of the Bank.

(d) The Loan Agreement, as amended hereby, constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

5. Continued Effectiveness of the Loan Agreement. Except as otherwise expressly provided herein, the Loan Agreement and the other documents delivered pursuant thereto are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects except that on and after the date hereof, all references in the Loan Agreement to "this Agreement", "hereto", "hereof", "hereunder" or words of like import referring to the Loan Agreement shall mean the Loan Agreement as amended by this Amendment. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Bank under the Loan Agreement, nor constitute a waiver of any provision of the Loan Agreement.

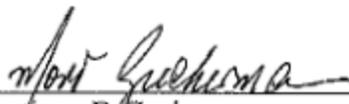
6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

7. Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

8. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without reference to the choice of laws principles thereof.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.


Mortimer B. Zuckerman

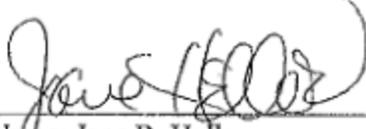
BANK OF AMERICA, 

By: _____
Name: Jane R. Heller
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

Mortimer B. Zuckerman

BANK OF AMERICA, [REDACTED]

By: 
Name: Jane R. Heller
Title: Managing Director