

LEASE

RCPI LANDMARK PROPERTIES, L.L.C.,

a Delaware limited liability company

Landlord

and

1270 OFFICE SUITES LLC,

a New York limited liability company

Tenant

for

**Rockefeller Center
1270 Avenue of the Americas
New York, New York**

January 23, 2018

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Exhibit H-2	Subordinate Collateral Assignment of Lease and Conditional Assumption

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THIS LEASE is made as of the 23rd day of January, 2018 ("**Effective Date**"), between **RCPI LANDMARK PROPERTIES, L.L.C.** ("**Landlord**"), a Delaware limited liability company, and **1270 OFFICE SUITES LLC** ("**Tenant**"), a New York limited liability company.

Landlord and Tenant hereby agree as follows:

ARTICLE 1

BASIC LEASE PROVISIONS

PREMISES	The entire 7th and 8th floors of the Building, as more particularly shown on Exhibit A .
BUILDING	The building, fixtures, equipment and other improvements and appurtenances now located or hereafter erected, located or placed upon the land known as 1270 Avenue of the Americas, New York, New York.
REAL PROPERTY	The Building, together with the plot of land upon which it stands.
COMMENCEMENT DATE	The date which is the earlier to occur of (a) the date upon which Landlord's Work shall be Substantially Completed in accordance with the terms of this Lease, and (b) the date Tenant (or any person or entity claiming by, through or under Tenant) occupies any part of the Premises for the conduct of its business.
RENT COMMENCEMENT DATE	As defined in Section 2.5 hereof.
EXPIRATION DATE	If the Rent Commencement Date shall be the first day of a calendar month, then the date which is the day immediately preceding the 15 year anniversary of the Rent Commencement Date, or if the Rent Commencement Date shall be other than the first day of a calendar month then the date which is the last day of the month in which the 15 year anniversary of the Rent Commencement Date occurs, or the last day of any renewal or extended term, if the Term of this Lease is extended in accordance with any express provision hereof.
TERM	The period commencing on the Commencement Date and ending on the Expiration Date.

PERMITTED USES Executive and general offices for the transaction of Tenant's business which may include the operation of the Premises as an executive suite subleasing business, providing office, secretarial, and other ancillary business services pursuant to such executive suite subleasing business as shall be reasonably required in connection with the foregoing use, which uses shall always be consistent with the operation of first-class office buildings in midtown Manhattan and in compliance with Requirements and the certificate of occupancy for the Building, provided that any areas designated on **Exhibit A** as bathroom, utility or storage areas shall be used only for those respective purposes.

BASE TAX YEARS The Tax Year commencing on July 1, 2017 and ending on June 30, 2018 and the Tax Year commencing on July 1, 2018 and ending on June 30, 2019.

BASE EXPENSE YEAR Calendar year 2018.

TENANT'S AREA 37,157 rentable square feet (consisting of 20,255 rentable square feet with respect to the 7th floor and 16,902 rentable square feet with respect to the 8th floor), as mutually agreed by Landlord and Tenant.

FIXED RENT	<u>Period</u>	<u>Per Annum</u>	<u>Per Month</u>
	Lease Years 1 - 5	\$1,932,164.00	\$161,013.67
	Lease Years 6 – 10	\$2,117,949.00	\$176,495.75
	Lease Years 11- Expiration Date.	\$2,303,734.00	\$191,977.83

ADDITIONAL RENT All sums other than Fixed Rent payable by Tenant to Landlord under this Lease, including Tenant's Tax Payment, Tenant's Operating Payment, late charges, overtime or excess service charges, damages, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

RENT Fixed Rent and Additional Rent, collectively.

INTEREST RATE The lesser of (i) 4% per annum above the then-current Base Rate, and (ii) the maximum rate permitted by applicable law.

LETTER OF CREDIT \$966,082.00.

TENANT'S ADDRESS FOR NOTICES 1270 Office Suites LLC
786 Walt Whitman Road
Melville, New York
Attn: Benjamin Heitner, CPA

With copies of any default notices to:

Manufacturers and Traders Trust Company
350 Park Avenue
New York, New York 10022
Attn: Jonathan S. Tolpin, Admin. Vice President

and

Penta Mezzanine SBIC Fund I, L.P.
20 North Orange Ave.
Suite 1550
Orlando, Florida 32801
Attn: Leo Koo

LANDLORD'S ADDRESS FOR NOTICES RCPI Landmark Properties, L.L.C.
c/o Tishman Speyer Properties, L.P.
45 Rockefeller Plaza
New York, New York 10111
Attn: Director of Finance

Copies to:

RCPI Landmark Properties, L.L.C.
c/o Tishman Speyer Properties, L.P.
45 Rockefeller Plaza
New York, New York 10111
Attn: Property Manager – 1270 Avenue of the Americas

and:

Tishman Speyer Properties, L.P.
45 Rockefeller Plaza
New York, New York 10111
Attn: Chief Legal Officer

TENANT'S BROKER SEANBLACKRE, LLC d/b/a BLACKRe

LANDLORD'S AGENT Tishman Speyer Properties, L.P. or any other person or entity designated at any time and from time to time by Landlord as Landlord's Agent.

LANDLORD'S CONTRIBUTION \$345,830.00.

GUARANTORS Blackfield Office Suites 1 LLC and Edward Carroll, jointly and severally.

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LANDLORD'S CONTRIBUTION \$345,830.00.

GUARANTORS Blackfield Office Suites 1 LLC and Edward Carroll, jointly and severally.

All capitalized terms used in this Lease without definition are defined in Exhibit B.

ARTICLE 2

PREMISES, TERM, RENT

Section 2.1 Lease of Premises. Subject to the terms of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term. In addition, Landlord grants to Tenant the right to use, on a non-exclusive basis and in common with other tenants, the Common Areas.

Section 2.2 Commencement Date. Upon the Effective Date, the terms and provisions hereof shall be fully binding on Landlord and Tenant prior to the occurrence of the Commencement Date. The Term of this Lease shall commence on the Commencement Date and, unless sooner terminated or extended as hereinafter provided, shall end on the Expiration Date. If Landlord does not tender possession of the Premises to Tenant on or before any specified date, for any reason whatsoever, Landlord shall not be liable for any damage thereby, this Lease shall not be void or voidable thereby, and the Term shall not commence until Landlord tenders possession of the Premises to Tenant. Landlord shall be deemed to have tendered possession of the Premises to Tenant upon the giving of notice by Landlord to Tenant stating that the Premises are vacant, in the condition required by this Lease and available for Tenant's occupancy. No failure to tender possession of the Premises to Tenant on or before any specified date shall affect any other obligations of Tenant hereunder. There shall be no postponement of the Commencement Date (or the Rent Commencement Date) for (i) any delay in the delivery of possession of the Premises to Tenant which results from any Tenant Delay or (ii) any delay by Landlord in the performance of any Punch List Items relating to Landlord's Work. Once the Commencement Date is determined, Landlord and Tenant shall execute an agreement stating the Commencement Date, Rent Commencement Date and Expiration Date, but the failure to do so will not affect the determination of such dates. For purposes of determining whether Tenant has accepted possession of the Premises, Tenant shall be deemed to have done so when Tenant first moves Tenant's Property and/or any of its personnel into the Premises and/or commences construction, except to the extent that Tenant is authorized in this Lease or by Landlord's agreement to do any of the foregoing without being deemed to have accepted possession of the Premises. The provisions of this **Section 2.2** are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law or any successor Requirement.

Section 2.3 Payment of Rent. Tenant shall pay to Landlord, without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, except as may be expressly set forth in this Lease, in lawful money of the United States by wire transfer of funds, (i) Fixed Rent in equal monthly installments, in advance, on the first day of each month during the Term, commencing on the Rent Commencement Date, and (ii) Additional Rent, at the times and in the manner set forth in this Lease.

Section 2.4 First Month's Rent. Tenant shall pay one month's Fixed Rent upon the execution of this Lease ("**Advance Rent**"). If the Rent Commencement Date is on the first day of a month, the Advance Rent shall be credited towards the first month's Fixed Rent payment. If the Rent Commencement Date is not the first day of a month, then on the Rent Commencement Date Tenant shall pay Fixed Rent for the period from the Rent Commencement Date through

the last day of such month, and the Advance Rent shall be credited towards Fixed Rent for the next succeeding calendar month.

Section 2.5 Credit. Notwithstanding any provision of this Lease to the contrary and provided this Lease is in full force and effect and no Event of Default then exists, the Fixed Rent shall be abated for a period (the "**Free Rent Period**") of 12 months commencing on the Commencement Date and ending on the day immediately preceding the 12-month anniversary of the Commencement Date (subject to any reduction of such Free Rent Period due to any such Event of Default by Tenant). The day immediately following the last day of the Free Rent Period shall be referred to in this Lease as the "**Rent Commencement Date**" or, if Tenant shall have no right to any such abatement, the Rent Commencement Date shall be the Commencement Date.

ARTICLE 3

USE AND OCCUPANCY

Section 3.1 Permitted Uses. Tenant shall use and occupy the Premises for the Permitted Uses and for no other purpose. Tenant shall not use or occupy or permit the use or occupancy of any part of the Premises in a manner constituting a Prohibited Use. If Tenant uses the Premises for a purpose constituting a Prohibited Use, violating any Requirement, or causing the Building to be in violation of any Requirement, then Tenant shall promptly discontinue such use upon notice of such violation. Tenant, at its expense, shall procure and at all times maintain and comply with the terms and conditions of all licenses and permits required for the lawful conduct of the Permitted Uses in the Premises.

Section 3.2 Use of Building Name. No Tenant Party shall use the words "Rockefeller", "Center", "Radio City" or "Radio City Music Hall" or any combination or simulation thereof, or any logo or image of Rockefeller Center, or the image of any prominent part of Rockefeller Center, for any purpose whatsoever, including as or for any corporate, firm or trade name, trademark or designation or description of merchandise or services, except that the foregoing shall not prevent the use by Tenant or other permitted occupant of the Premises, in a conventional manner and without emphasis or display, of the words "Rockefeller Center" and/or, where applicable, "Rockefeller Plaza" as part of Tenant's or such permitted occupant's business address or by reference in the ordinary course of its business. Neither Tenant nor any occupant of the Premises shall use the name of the Building or the name of the entity for which the Building is named or designated by Landlord or any part or abbreviation (including initials) of any such name, except in a conventional manner, and without emphasis or display, as a part of Tenant's or such permitted occupant's business address.

Section 3.3 Broadcast Restrictions. Neither Tenant nor any Tenant Party shall (i) conduct or permit to be conducted any Broadcast activities or video production activities from any area of the Center, (ii) install or display any signs, symbols or logos within the Center which are commonly identified with any Broadcast or cable network or any Broadcast or video production activities or (iii) use or permit the use of Protected Zone Images in any Broadcast. "**Broadcast**" means the transmission of video programming, including news footage clips, by any means, including over-the-air television broadcasting, cable television distribution and the like, and including successor distribution technologies which are comparable to the foregoing (but "**Broadcast**" shall not be deemed to include teleconferencing, private video telephone communications or other similar means of video transmission which are not intended for public distribution). "**Protected Zone Images**" means visual images of all or any part of the area

consisting of the Plaza, the Plaza Street, the Channel Gardens, the Center skating rink and areas adjacent thereto, as shown on the diagram of the Protected Zone attached as **Exhibit C** to this Lease.

Section 3.4 Exclusive Use. As long as Tenant is the initially named tenant herein or a successor thereto pursuant to **Section 13.8** hereof and, at the time in question, Tenant or such other entity is primarily engaged in the Executive Suites Business (as hereafter defined), Landlord agrees that it shall not during the Term offer or lease or permit any other tenant or occupant in the Building to use any portion of the Building primarily for the Executive Suites Business, provided that Landlord and its affiliates shall not be restricted from offering any kind of service in the Building to tenants or other occupants of Landlord or its affiliates. Landlord shall have no liability whatsoever if any tenants or other occupants in the Building engage in the Executive Suites Business (i) without Landlord's knowledge (ii) in any instance where Landlord is required under the terms of a lease (entered into before the Effective Date) with another tenant or occupant in the Building not to unreasonably withhold its consent to an assignment or sublease where Landlord believes in good faith under the circumstances that withholding such consent is unreasonable or where no such consent is required or (iii) as a transfer of a lease in bankruptcy. It is expressly acknowledged that Landlord shall be entitled to grant tenants the right to permit the occupancy of individual offices within their premises on a "desk space" basis. For purposes of this **Section 3.4**, an entity which is engaged in the "**Executive Suites Business**" shall mean an entity whose primary business is setting up single offices for a variety of sublessees or licensees with joint services for such sublessees or licensees which provide business support for business firms and individuals, which may include, but not be limited to some or all of the following services: provision of office space and facilities; secretarial services; telephone answering services; sale, lease and supply of furniture equipment and supplies.

ARTICLE 4

CONDITION OF THE PREMISES

Section 4.1 Condition. Tenant has inspected the Premises and agrees (a) to accept possession of the Premises in the condition existing on the Commencement Date "as is", and (b) except for Landlord's Contribution and except for Landlord's Work described in **Exhibit D** attached hereto, Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to prepare the Premises for Tenant's occupancy. Any work to be performed by Tenant in connection with Tenant's initial occupancy of the Premises shall be hereinafter referred to as the "**Initial Installations**". Tenant's occupancy of any part of the Premises shall be conclusive evidence, as against Tenant, that Landlord has Substantially Completed any work to be performed by Landlord under this Lease, Tenant has accepted possession of the Premises in its then current condition and at the time such possession was taken, the Premises and the Building were in a good and satisfactory condition as required by this Lease. On the Commencement Date, the Building Systems serving the Premises, including the passenger and freight elevators, shall be in proper working order (or Landlord shall promptly thereafter bring same to proper working order). On or prior to the Commencement Date, Landlord shall provide Tenant with an ACP-5 Certificate for the Premises in its then existing condition.

Section 4.2 Landlord's Contribution. (a) Landlord shall pay to Tenant an amount not to exceed Landlord's Contribution toward the cost of the Initial Installations (excluding any "soft costs" except as provided below and Tenant's Property), provided that as of the date on

which Landlord is required to make payment thereof pursuant to **Section 4.2(b)**: (i) this Lease is in full force and effect, and (ii) no Event of Default then exists. Tenant shall pay all costs of the Initial Installations in excess of Landlord's Contribution. Landlord's Contribution shall be payable solely on account of labor directly related to the Initial Installations and materials delivered to the Premises in connection with the Initial Installations (excluding any "soft costs" and Tenant's Property), except that Tenant may apply up to 15% of Landlord's Contribution to pay (x) "soft costs" incurred in connection with the Initial Installations, which shall be limited to the actual architectural, consulting and engineering fees incurred by Tenant in connection therewith and (y) any costs payable by Tenant pursuant to the first sentence of **Section 5.6**. Tenant shall not be entitled to receive any portion of Landlord's Contribution not actually expended by Tenant in the performance of the Initial Installations, nor shall Tenant have any right to apply any unexpended portion of Landlord's Contribution as a credit against Rent or any other obligation of Tenant hereunder. Upon the completion of the Initial Installations and satisfaction of the conditions set forth in this **Section 4.2**, or upon the occurrence of the date which is 12 months after the Commencement Date, whichever first occurs, any amount of Landlord's Contribution which has not been previously disbursed shall be retained by Landlord.

(b) Landlord shall make progress payments to Tenant on a monthly basis, for the work performed during the previous month, up to 90% of Landlord's Contribution. Each of Landlord's progress payments shall be limited to an amount equal to the aggregate amounts theretofore paid by Tenant (as certified by the chief financial officer of Tenant and by Tenant's independent architect) to Tenant's contractors, subcontractors and material suppliers which have not been subject to previous disbursements from Landlord's Contribution multiplied by a fraction, the numerator of which is the amount of Landlord's Contribution, and the denominator of which is the total contract price (or, if there is no specified or fixed contract price for the Initial Installations, then Landlord's reasonable estimate thereof) for the performance of all of the Initial Installations shown on all plans and specifications approved by Landlord, provided that in no event shall such fraction be greater than one. Provided that Tenant delivers requisitions to Landlord on or prior to the 10th day of any month, such progress payments shall be made within 30 days next following the delivery to Landlord of requisitions therefor, signed by the chief financial officer of Tenant, and shall be accompanied by (i) with the exception of the first requisition, copies of partial waivers of lien from all contractors, subcontractors, and material suppliers covering all work and materials which were the subject of previous progress payments by Landlord and Tenant, (ii) a certification from Tenant's architect that the work for which the requisition is being made has been completed substantially in accordance with the plans and specifications approved by Landlord and (iii) such other documents and information as Landlord may reasonably request. Any requisitions made following the 10th day of any month shall be paid no later than the last day of the month following the month in which such requisitions are made. Landlord shall disburse any amount retained by it hereunder upon submission by Tenant to Landlord of Tenant's requisition therefor accompanied by all documentation required under this **Section 4.2(b)**, together with (A) proof of the satisfactory completion of all required inspections and issuance of any required approvals, permits and sign-offs for the Initial Installations by Governmental Authorities having jurisdiction thereover, (B) final "as-built" plans and specifications for the Initial Installations as required pursuant to **Section 5.1(c)** and (C) issuance of final lien waivers by all contractors, subcontractors and material suppliers covering all of the Initial Installations. The right to receive Landlord's Contribution is for the exclusive benefit of Tenant, and in no event shall such right be assigned to or be enforceable by or for the benefit of any third party, including any contractor, subcontractor, materialman, laborer, architect, engineer, attorney or other person or entity.

Section 4.3. Landlord's Work. Landlord will commence the performance of the work described in **Exhibit D ("Landlord's Work")** reasonably promptly following the date hereof and, subject to Tenant's compliance with the provisions of this **Section 4.3**, will complete Landlord's Work in a good and workmanlike manner consistent with the standards applicable to the Building at Landlord's sole cost and expense. Landlord and its employees, contractors and agents shall have access to the Premises at all reasonable times for the performance of any Punch List Items relating to Landlord's Work and for the storage of materials reasonably required in connection therewith, and Tenant will use all commercially reasonable efforts to avoid any interference with the performance of Punch List Items relating to Landlord's Work. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of Punch List Items relating to Landlord's Work. There shall be no Rent abatement or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord, by reason of inconvenience, annoyance or injury to business arising from the performance of Punch List Items relating to Landlord's Work or the storage of any materials in connection therewith.

Section 4.4 Landlord's Asbestos Work. (a) Notwithstanding anything to the contrary contained herein, if in connection with any Alterations performed by Tenant, Requirements mandate that asbestos or asbestos containing material be abated, removed, or encapsulated, Landlord shall perform such work to comply with Requirements ("**Landlord's Asbestos Work**") provided (i) such work does not require abatement, encapsulation, or removal of any asbestos-containing materials located in the Building's core or perimeter, core toilets, behind perimeter heating units or in shafts, columns, beams, floor tiles, wet stacks, ceiling tile mastic or in the mechanical and fan rooms not demised to Tenant unless the same is required in connection with Alterations performed by Tenant pursuant to plans approved by Landlord in accordance with the terms of this Lease, (ii) the Alterations in question are being performed by Tenant strictly in accordance with approved plans, and (iii) such asbestos-containing materials were not brought in by Tenant or any Tenant Party. Tenant shall use commercially reasonable efforts to minimize the extent of such abatement (e.g., if Tenant has a choice of penetrating into one of two wet columns and one does not contain asbestos, and choosing one over the other does not materially adversely affect Tenant, then Tenant should penetrate the column without asbestos). Other than Landlord's Asbestos Work, Tenant, at its sole cost and expense, shall be solely responsible for any abatement, removal, or encapsulation that may be required to comply with any and all applicable Requirements. In the event Landlord is required to perform Landlord's Asbestos Work as aforesaid, Landlord shall perform the same following the Commencement Date at a time to be mutually agreed upon by Landlord and Tenant. Tenant will afford Landlord and its employees, contractors and agents access to the Premises at all reasonable times for the performance of Landlord's Asbestos Work and for the storage of materials reasonably required in connection therewith, and Tenant will avoid any interference by any Tenant Party with the performance of such work. Upon Landlord's request, all Tenant Parties shall vacate the Premises during the performance of Landlord's Asbestos Work (and Landlord shall not be obligated to perform Landlord's Asbestos Work if any Tenant Party fails to do so) and Tenant shall, at Tenant's sole cost and expense, remove or relocate Tenant's Property in the Premises during the performance of Landlord's Asbestos Work so as not to interfere with the performance of Landlord's Asbestos Work and to protect same against damage or loss during the performance of Landlord's Asbestos Work (and Landlord shall not be obligated to perform Landlord's Asbestos Work if any Tenant Party fails to do so). In performing Landlord's Asbestos Work, Landlord shall have no obligation to employ contractors or labor at overtime or other premium pay rates or to incur any other overtime costs or additional expenses whatsoever. Except to the extent expressly provided in **Section 4.4(b)** below, there shall be no Rent

abatement or allowance to Tenant or a diminution of rental value, no delay of the Rent Commencement Date, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord, by reason of inconvenience, delay, annoyance or injury to business or to Tenant's installations (or the performance of Alterations) or Tenant's Property in the Premises arising from the performance of Landlord's Asbestos Work or the storage of any materials in connection therewith.

(b) Notwithstanding the foregoing, if Tenant is unable to use the entire Premises for the performance of the Initial Installations solely due to the performance of Landlord's Asbestos Work and (1) Tenant furnishes a notice to Landlord (the "**Asbestos Abatement Notice**") stating that Tenant's inability to use the Premises for the ordinary conduct of the Initial Installations is solely due to the performance of Landlord's Asbestos Work, (2) Tenant does not actually use or occupy the entire Premises for the ordinary conduct of the Initial Installations for a period in excess of 7 consecutive days, (3) such condition or delay has not resulted from the acts or omissions of Tenant or any Tenant Party, including Tenant's failure to comply with its obligations under this **Section 4.4**, and (4) such condition or delay actually delays the date on which Tenant first occupies any portion of the Premises for the ordinary conduct of Tenant's business despite Tenant's diligent efforts to Substantially Complete the Initial Installations, then the Rent Commencement Date shall, as Tenant's exclusive remedy, be extended by one day for each day during the period commencing on the 8th day after the date Tenant delivers the Asbestos Abatement Notice to Landlord and ending on the earlier of (x) the date Tenant reoccupies any portion of the Premises, and (y) the date on which Landlord Substantially Completes Landlord's Asbestos Work, provided that such extension shall be limited to the number of days that such condition or delay actually delays the date on which Tenant first occupies any portion of the Premises for the ordinary conduct of Tenant's business despite Tenant's diligent efforts to Substantially Complete the Initial Installations.

ARTICLE 5

ALTERATIONS

Section 5.1 Tenant's Alterations. (a) Tenant shall not make any alterations, additions or other physical changes in or about the Premises (collectively, "**Alterations**") other than decorative Alterations such as painting, wall coverings and floor coverings (collectively, "**Decorative Alterations**"), without Landlord's prior consent, which consent shall not be unreasonably withheld if such Alterations (i) are non-structural and do not affect any Building Systems, (ii) affect only the Premises and are not visible from outside of the Premises, (iii) do not affect the certificate of occupancy issued for the Building or the Premises, and (iv) do not violate any Requirement.

(b) **Plans and Specifications.** Prior to making any Alterations, Tenant, at its expense, shall (i) submit to Landlord for its approval, detailed plans and specifications ("**Plans**") of each proposed Alteration (other than Decorative Alterations), and with respect to any Alteration affecting any Building System, evidence that the Alteration has been designed by, or reviewed and approved by, Landlord's designated engineer for the affected Building System, (ii) obtain all permits, approvals and certificates required by any Governmental Authorities, (iii) furnish to Landlord duplicate original policies or certificates of worker's compensation (covering all persons to be employed by Tenant, and Tenant's contractors and subcontractors in connection with such Alteration) and commercial general liability (including property damage

coverage) insurance and Builder's Risk coverage (as described in **Article 11**), issued on a completed value basis, all in such form, with such companies, for such periods and in such amounts as Landlord may reasonably require, naming Landlord, Landlord's Agent, any Lessor and any Mortgagee as additional insureds, and (iv) furnish to Landlord reasonably satisfactory evidence of Tenant's ability to complete and to fully pay for such Alterations (other than Decorative Alterations). Tenant shall give Landlord not less than 5 Business Days' notice prior to performing any Decorative Alteration, which notice shall contain a description of such Decorative Alteration. Landlord shall respond to any request for approval of Tenant's plans and specifications for Alterations within 10 Business Days after such request is made. In addition, Landlord agrees to respond to any resubmission of such plans and specifications within 10 Business Days after resubmission to Landlord. If Landlord fails to respond to Tenant's request within the applicable review period, Tenant shall have the right to provide Landlord with a second request for approval (a "**Second Request**"), which shall specifically identify the plans and specifications to which such request relates, and set forth in bold capital letters the following statement: **LANDLORD MUST COMPLETE ITS REVIEW AND APPROVE OR DISAPPROVE THESE PLANS AND SPECIFICATIONS WITHIN 5 BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE. FAILURE BY LANDLORD TO DO SO WILL BE DEEMED TO BE LANDLORD'S APPROVAL OF SUCH PLANS AND SPECIFICATIONS.** If Landlord fails to respond to a Second Request within 5 Business Days after receipt by Landlord as Tenant's sole and exclusive remedy the plans and specifications previously submitted to Landlord and identified in the Second Request shall be deemed to be approved by Landlord. As used herein, the term "respond" shall mean approve or disapprove and, in the case of any disapproval, the reasons therefor. Landlord's failure to respond to a Second Request within 5 Business Days after receipt by Landlord shall not be deemed to be a waiver of Landlord's right to require Tenant to remove any Specialty Alterations as set forth in **Section 5.3**, unless the request and notice required pursuant to **Section 5.3** has also been given by Tenant to Landlord. Upon Tenant's request, Landlord shall exercise reasonable efforts to cooperate with Tenant in obtaining any permits, approvals or certificates required to be obtained by Tenant in connection with any permitted Alteration (if the provisions of the applicable Requirements require that Landlord join in such application), provided Tenant shall reimburse Landlord for any cost, expense or liability incurred by Landlord in connection therewith. Without limiting the foregoing, but subject to Requirements and Tenant's execution of documentation reasonably required by Landlord in connection therewith, (x) Tenant's architect may self-certify any permits required hereunder in connection with the Initial Installations, provided that Tenant thereafter obtains any New York City Department of Buildings sign-offs or final permits, as may be required under this Lease, and (y) Landlord shall sign any required application for Tenant to obtain a building permit for the Initial Installations and Tenant may submit its plans and specifications to the New York City Department of Buildings on or prior to the date that Tenant submits its plans and specifications to Landlord; provided that Landlord's execution of any such application and/or Tenant's submission of any such plans and specifications to the New York City Department of Buildings, as the case may be, shall not be deemed an approval of the Initial Installations or the plans and specifications therefor or permission from Landlord for Tenant to do any work in the Premises. Landlord reserves all rights with respect to the approval of Alterations and the plans and specifications therefor and to require Tenant to withdraw or revise the applications and modify the Alterations and the plans and specifications therefor.

(c) **Governmental Approvals.** Tenant, at its expense, shall, as and when required, retain the services of a code consultant approved by Landlord and promptly obtain certificates of partial and final approval of such Alterations required by any Governmental Authority and shall, within 30 days after completion of any Alterations, furnish Landlord with copies thereof, together with "as-built" Plans for such Alterations prepared on an AutoCAD

Computer Assisted Drafting and Design System (or such other system or medium as Landlord may accept), using naming conventions issued by the American Institute of Architects in June, 1990 (or such other naming conventions as Landlord may accept) and magnetic computer media of such record drawings and specifications translated in DWG format or another format acceptable to Landlord.

(d) **Landmarks Preservation.** Tenant is hereby notified that the Premises are subject to the jurisdiction of the Landmarks Preservation Commission ("LPC"). In accordance with Sections 25-305, 25-306, 25-309 and 25-310 of the Administrative Code of the City of New York and the rules set forth in Title 63 of the Rules of the City of New York, any demolition, construction, reconstruction, alteration or minor work as described in such Sections and such rules may not be commenced within or at the Premises without the prior written approval of the LPC. Tenant is notified that such demolition, construction, reconstruction, alterations or minor work includes, but is not limited to, (a) work to the exterior of the Premises involving windows, signs, awnings, flagpoles, banners and storefront alterations and (b) interior work to the Premises that (i) requires a permit from the Department of Buildings or (ii) changes, destroys or affects an interior architectural feature of an interior landmark or an exterior architectural feature of an improvement that is a landmark or located on a landmark site or in a historic district.

(e) **Landmarks Applications.** Without limiting the provisions of Section 5.1, Tenant shall submit to Landlord for its prior approval all applications for Certificates of Appropriateness or other similar requests (including applications for modifications of Certificates of Appropriateness or other similar requests previously granted) from the LPC. Tenant shall keep Landlord apprised of all LPC proceedings and shall deliver copies of all notices, approvals and rejections received by Tenant from the LPC. At Landlord's request, Tenant shall use Landlord's designated LPC consultant to prosecute all filings with the LPC for a Certificate of Appropriateness or other similar requests.

(f) **Certain Violations** If the existence of any violations of Requirements noted of record against the Real Property (other than any such violations created by any Tenant Party or which will be cured by Tenant by the performance of the Initial Installations, at no material additional cost to Tenant), shall delay (or prevent) Tenant from obtaining any governmental permits, consents, approvals or other documentation required by Tenant for the performance of any Initial Installation, then, (i) upon the giving of notice by Tenant to Landlord of such prevention or delay and of the applicable violations, Landlord shall promptly commence and thereafter diligently prosecute to completion the cure and removal of record of such violations and (ii) the Rent Commencement Date shall be delayed on a day for day basis for the period commencing on the date Tenant gives to Landlord notice of such prevention or delay and continuing thereafter for the duration of such prevention or delay, provided that such prevention or delay actually delays the date on which Tenant first occupies any portion of the Premises for the ordinary conduct of Tenant's business.

Section 5.2 Manner and Quality of Alterations. All Alterations shall be performed (a) in a good and workmanlike manner and free from defects, (b) substantially in accordance with the Plans, and by contractors selected from Landlord's list of approved contractors or otherwise approved by Landlord, and (c) in compliance with all Requirements, the terms of this Lease and all construction procedures and regulations then prescribed by Landlord. All materials and equipment shall be of first quality and at least equal to the applicable standards for the Building then established by Landlord, and no such materials or equipment (other than Tenant's Property) shall be subject to any lien or other encumbrance.

Section 5.3 Removal of Tenant's Property. Tenant's Property shall remain the property of Tenant and Tenant may remove the same at any time on or before the Expiration Date. On or prior to the Expiration Date, Tenant shall, at Tenant's expense, remove all of Tenant's Property and, unless otherwise directed by Landlord, any Specialty Alterations from the Premises and close up any slab penetrations in the Premises. Tenant shall repair and restore, in a good and workmanlike manner, any damage to the Premises or the Building caused by Tenant's removal of any Alterations or Tenant's Property or by the closing of any slab penetrations, and upon default thereof, Tenant shall reimburse Landlord for Landlord's cost of repairing and restoring such damage. Any Specialty Alterations or Tenant's Property not so removed shall be deemed abandoned and Landlord may either retain same or remove and dispose of same, and repair and restore any damage caused thereby, at Tenant's cost and without accountability to Tenant. All other Alterations shall become Landlord's property upon termination of this Lease. Landlord shall notify Tenant at the time Landlord approves any of Tenant's Alterations whether any of the subject Alterations are Specialty Alterations which shall be required to be removed by Tenant at the end of the Term pursuant to this **Section 5.3**, provided Tenant has requested such notification at the time Tenant submits plans and specifications for such Alterations for Landlord's approval and Tenant's request states the following in capitalized and bold type on the first page of Tenant's notice: **"IF LANDLORD FAILS TO NOTIFY TENANT AT THE TIME LANDLORD APPROVES THESE PLANS AND SPECIFICATIONS THAT ANY ALTERATIONS SHOWN THEREON ARE SPECIALTY ALTERATIONS (AS DEFINED IN THE LEASE), LANDLORD SHALL NOT HAVE THE RIGHT TO REQUIRE TENANT TO REMOVE SUCH SPECIALTY ALTERATIONS AT THE END OF THE TERM."**

Section 5.4 Mechanic's Liens. Tenant, at its expense, shall discharge any lien or charge recorded or filed against the Real Property in connection with any work done or claimed to have been done by or on behalf of, or materials furnished or claimed to have been furnished to, Tenant, within 10 days after Tenant's receipt of notice thereof by payment, filing the bond required by law or otherwise in accordance with law.

Section 5.5 Labor Relations. Tenant shall not employ, or permit the employment of, any contractor, mechanic or laborer, or permit any materials to be delivered to or used in the Building, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Building or the Center by Landlord, Tenant or others. If such interference or conflict occurs, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building immediately.

Section 5.6 Tenant's Costs. Tenant shall pay to Landlord within 10 days after demand, all out-of-pocket costs actually incurred by Landlord in connection with Tenant's Alterations, including costs incurred in connection with (a) Landlord's review of the Alterations (including review of requests for approval thereof) and (b) the provision of Building personnel during the performance of any Alteration, to operate elevators or otherwise to facilitate Tenant's Alterations. In addition, other than with respect to the Initial Installations, Tenant shall pay to Landlord or its designee, upon demand, an administrative fee with respect to the performance of the Alterations and the scheduling of Building equipment, facilities and personnel in connection therewith, which fee shall be payable as follows: 5% of the cost of Tenant's Alterations up to \$100,000; 4% of the cost of Tenant's Alterations between \$100,000 and \$250,000; 3% of the cost of Tenant's Alterations between \$250,000 and \$500,000; and 2% of the cost of Tenant's Alterations in excess of \$500,000. Tenant shall, upon request, provide Landlord with reasonable evidence of all amounts expended by it for Alterations (including "soft costs").

Section 5.7 Tenant's Equipment. Tenant shall provide notice to Landlord prior to moving any heavy machinery, heavy equipment, freight, bulky matter or fixtures (collectively, "Equipment") into or out of the Building and shall pay to Landlord any costs actually incurred by Landlord in connection therewith. If such Equipment requires special handling, Tenant agrees (a) to employ only persons holding all necessary licenses to perform such work, (b) all work performed in connection therewith shall comply with all applicable Requirements and (c) such work shall be done only during hours designated by Landlord.

Section 5.8 Legal Compliance. The approval of Plans, or consent by Landlord to the making of any Alterations, does not constitute Landlord's representation that such Plans or Alterations comply with any Requirements. Landlord shall not be liable to Tenant or any other party in connection with Landlord's approval of any Plans, or Landlord's consent to Tenant's performing any Alterations. If any Alterations made by or on behalf of Tenant, require Landlord to make any alterations or improvements to any part of the Building in order to comply with any Requirements, Tenant shall pay all costs and expenses incurred by Landlord in connection with such alterations or improvements.

Section 5.9 Floor Load. Tenant shall not place a load upon any floor of the Premises that exceeds 50 pounds per square foot "live load". Landlord reserves the right to reasonably designate the position of all Equipment which Tenant wishes to place within the Premises, and to place limitations on the weight thereof.

Section 5.10 Acceptable Alterations. Notwithstanding the foregoing, Landlord's consent shall not be required for any Alterations ("**Acceptable Alterations**") which are non-structural and (a) do not affect any Building Systems, (b) affect only the Premises and are not visible from outside of the Premises, (c) do not affect the certificate of occupancy issued for the Building or the Premises, and (d) do not violate any Requirement or cause the Premises, the Center or Building to be non-compliant with any Requirement, provided that the cost of such Alterations do not exceed \$100,000.00 in any 12 consecutive month period. At least 10 days prior to making any such Acceptable Alteration, Tenant shall submit to Landlord the plans and specifications for such Acceptable Alteration unless plans and specifications shall not be required by any applicable Requirement or good construction practice (and in such event, Tenant shall provide Landlord with a reasonably detailed description of the Acceptable Alteration to be performed), and any such Acceptable Alteration shall otherwise be performed in compliance with the provisions of this **Article 5**. Tenant shall also deliver to Landlord upon request copies of contracts in order that Landlord can confirm that the Alterations in question are, in fact, Acceptable Alterations.

Section 5.11 Conceptually Approved Alterations. Landlord hereby consents (in concept only) to Tenant's installation, at Tenant's sole cost and expense, of IT and telecommunications-related cabling and wiring above the dropped ceiling grid in the Premises, subject to (a) Landlord's right to approve or disapprove the plans and specifications in connection therewith as provided in this **Article 5**, (b) the rights of other tenants and occupants of the Building, and (c) Tenant's compliance with the other terms and provisions of this Lease.

ARTICLE 6

REPAIRS

Section 6.1 Landlord's Repair and Maintenance. Landlord shall operate, maintain and, except as provided in **Section 6.2** hereof, make all necessary repairs (both structural and

nonstructural) to (i) the structural portions of the Building, (ii) the Building Systems, and (ii) the Common Areas, in conformance with standards applicable to Comparable Buildings.

Section 6.2 Tenant's Repair and Maintenance. Tenant shall promptly, at its expense and in compliance with **Article 5**, make all nonstructural repairs to the Premises and the fixtures, equipment and appurtenances therein (including all electrical, plumbing, heating, ventilation and air conditioning, sprinklers and life safety systems in and exclusively serving the Premises from the point of connection to the Building Systems) (collectively, "**Tenant Fixtures**") as and when needed to preserve the Premises in good working order and condition, except for reasonable wear and tear and damage for which Tenant is not responsible, and replace scratched or damaged doors, signs and glass (other than exterior window glass). All damage to the Building or to any portion thereof, or to any Tenant Fixtures requiring structural or nonstructural repair caused by or resulting from any act, omission, neglect or improper conduct of a Tenant Party or the moving of Tenant's Property or Equipment into, within or out of the Premises by a Tenant Party, shall be repaired at Tenant's expense by (i) Tenant, if the required repairs are nonstructural in nature and do not affect any Building System, or (ii) Landlord, if the required repairs are structural in nature, involve replacement of exterior window glass or affect any Building System. All Tenant repairs shall be of good quality utilizing new construction materials.

Section 6.3 Restorative Work. Landlord reserves the right to make all changes, alterations, additions, improvements, repairs or replacements to the Building, Building Systems and the Center, including changing the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other Common Areas (collectively, "**Restorative Work**"), as Landlord deems necessary or desirable, and to take all materials into the Premises required for the performance of such Restorative Work provided that (a) the level of any Building service shall not decrease in any material respect from the level required of Landlord in this Lease as a result thereof (other than temporary changes in the level of such services during the performance of any such Restorative Work) and (b) Tenant is not deprived of access to the Premises. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of such Restorative Work. There shall be no Rent abatement or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others performing, or failing to perform, any Restorative Work.

ARTICLE 7

INCREASES IN TAXES AND OPERATING EXPENSES

Section 7.1 Definitions. As used in this Article:

(a) "**Base Expense Factor**" means the sum, expressed in dollars and cents, of (i) one-half of the quotient of (x) the Taxes payable for the Tax Year commencing on July 1, 2017 and ending on June 30, 2018, **divided by** (y) the Center Tax Area for such Tax Year plus (ii) one half of the quotient of (x) the Taxes payable for the Tax Year commencing on July 1, 2018 and ending on June 30, 2019, **divided by** (y) the Center Tax Area for such Tax Year.

(b) **“Base Tax Factor”** means the quotient, expressed in dollars and cents, of (i) the Taxes payable for the Base Tax Year, **divided by** (ii) the Center Tax Area for the Base Tax Year.

(c) **“Center Operating Area”** means the number of square feet in the rentable area of the Center which is operated and maintained by Landlord or an affiliate of Landlord or at the expense of Landlord or an affiliate of Landlord. Notwithstanding the foregoing, Landlord may elect, in its sole discretion from time to time, to:

(i) subtract from the Center Operating Area the number of square feet in the rentable area of the Center operated and maintained by Landlord or an affiliate of Landlord but (A) operated and maintained at the expense of any person or entity other than Landlord (or an affiliate of Landlord) or (B) owned, as a condominium unit or otherwise, by any person or entity other than Landlord;

(ii) add to the Center Operating Area to include the number of square feet in the additional rentable area of the Center operated and maintained by Landlord or an affiliate of Landlord or at the expense of Landlord or an affiliate of Landlord; or

(iii) limit the Center Operating Area to the number of square feet in the rentable area of the Building.

(d) **“Center Tax Area”** means the number of square feet in the rentable area of the Center for which Taxes are payable by Landlord or an affiliate of Landlord, excluding the rentable area of the Center for which Taxes are not payable. Notwithstanding the foregoing, Landlord may elect, in its sole discretion from time to time, to:

(i) subtract from the Center Tax Area the number of square feet in the rentable area of the Center for which Taxes are not payable by Landlord or an affiliate of Landlord;

(ii) add to the Center Tax Area to include the number of square feet in the additional rentable area of the Center for which Taxes are payable by Landlord or an affiliate of Landlord; or

(iii) limit the Center Tax Area to the number of square feet in the rentable area of the Building.

(e) **“Comparison Year”** means (i) with respect to Taxes, each calendar year commencing subsequent to the first day of the 2017/2018 Base Tax Year, and (ii) with respect to Operating Expenses, each calendar year commencing subsequent to the first day of the Base Expense Year.

(f) **“Expense Factor”** means the quotient, expressed in dollars and cents, of (i) the Operating Expenses payable for any Comparison Year subsequent to the Base Expense Year, **divided by** (ii) the Center Operating Area for such Comparison Year.

(g) **“Operating Expenses”** means the costs and expenses (and taxes, if any, thereon) paid or incurred by or on behalf of Landlord and/or its affiliates with respect to the ownership, operation, maintenance and repair of the Center, including the costs incurred for: (i) air conditioning, ventilation, and heating; (ii) interior and exterior cleaning and rubbish removal, including supervisory fees of Landlord's Agent in connection therewith (provided that if such

services are performed by Landlord's Agent, such costs shall not be materially in excess of those charged by outside contractors for similar services in comparable office buildings); (iii) window washing; (iv) elevators and escalators; (v) hand tools and other movable equipment; (vi) porter and matron service; (vii) electricity, gas, oil, steam, water rates, sewer rents and other utilities; (viii) association fees and dues; (ix) protection and security services; (x) compliance with any agreement with any Governmental Authority with respect to the maintenance of the Center or any part thereof as a landmark; (xi) insurance premiums; (xii) supplies; (xiii) wages, salaries, disability benefits, pensions, hospitalization, retirement plans, severance packages and group insurance for employees of Landlord and Landlord's Agent, up to and including the level of building managers and their immediate supervisors, (xiv) uniforms and working clothes for such employees and the cleaning thereof; (xv) expenses imposed pursuant to any collective bargaining agreement with respect to such employees; (xvi) payroll, social security, unemployment and other similar taxes with respect to such employees; (xvii) sales, use and similar taxes; (xviii) vault charges; (xix) franchise and license fees; (xx) charges of independent contractors performing work in connection with the operation, maintenance and repair of the Center; (xxi) legal, accounting and other professional fees of Landlord and Landlord's Agent; (xxii) installation, operation and maintenance of the Christmas tree for the Center and related holiday decorations, events open to the public and other promotional expenses intended to enhance the environment of the Center; (xxiii) landscaping costs; (xxiv) management fees, or if no management fee is being charged, an imputed management fee; and (xxv) the annual depreciation or amortization, on a straight-line basis over such period as Landlord shall reasonably determine (with interest on the unamortized portion at the Base Rate plus 2 percent per annum), of any capital costs incurred after the Base Expense Year for any equipment, device or other improvement made or acquired which is either (A) intended as a labor-saving measure or to effect other economies in the operation, maintenance or repair of the Center (but only to the extent that the annual benefits anticipated to be realized therefrom are reasonably related to the annual amounts to be amortized), or (B) required by any Requirement. Operating Expenses shall not include Excluded Expenses.

(h) **"Statement"** means an instrument or instruments containing a comparison of one or both of (i) the Base Tax Factor and the Tax Factor for any Comparison Year, and (ii) the Base Expense Factor and the Expense Factor for any Comparison Year.

(i) **"Taxes"** means the taxes and assessments imposed upon the Center, including assessments made as a result of the Center or any part thereof being within a business improvement district, other than any interest or penalties imposed in connection therewith, and all expenses, including fees and disbursements of counsel and experts, reasonably incurred by Landlord in connection with any application for a reduction in the assessed valuation for the Center or for a judicial review thereof (but in no event shall such expenses be included in Taxes payable for the Base Tax Year). If due to a future change in the method of taxation any franchise, income, profit or other tax shall be levied in substitution in whole or in part for or in lieu of any tax which would otherwise constitute a Tax, such franchise, income, profit or other tax shall be deemed to be a Tax for the purposes of this Lease.

(j) **"Tax Factor"** means the quotient, expressed in dollars and cents, of (i) the Taxes payable for any Tax Year during the Term, **divided by** (ii) the Center Tax Area for such Tax Year.

(k) **"Tax Year"** means the 12 month period commencing July 1 of each year, or such other 12 month period as may be duly adopted as the fiscal year for real estate tax purposes by the City of New York.

Section 7.2 Tenant's Tax Payment. (a) If the Tax Factor for any Tax Year exceeds the Base Tax Factor, Tenant shall pay to Landlord, as Additional Rent, an amount ("**Tenant's Tax Payment**") equal to (i) Tenant's Area, **multiplied by** (ii) the amount by which the Tax Factor for such Tax Year exceeds the Base Tax Factor. For each Comparison Year in which any Tax Year commences, Landlord shall furnish to Tenant a statement setting forth Landlord's reasonable estimate of Tenant's Tax Payment for such Tax Year (the "**Tax Estimate**"). Tenant shall pay to Landlord on the first day of each month during such Comparison Year an amount equal to 1/12th of the Tax Estimate for such Tax Year. If Landlord shall not furnish a Tax Estimate for a Comparison Year or if Landlord shall furnish a Tax Estimate for a Comparison Year subsequent to the commencement thereof, then (x) until the first day of the month following the month in which the Tax Estimate is furnished to Tenant, Tenant shall pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this **Section 7.2(a)** for the last month of the preceding Comparison Year; (y) promptly after the Tax Estimate is furnished to Tenant or together therewith, Landlord shall give notice to Tenant stating whether the installments of the Tax Estimate previously made for such Comparison Year were greater or less than the installments of the Tax Estimate to be made in accordance with the Tax Estimate, and (1) if there shall be a deficiency, Tenant shall pay the amount thereof to Landlord within 10 Business Days after demand, or (2) if there shall have been an overpayment, Landlord shall credit such overpayment against subsequent installments of Rent next coming due hereunder; and (z) on the first day of the month following the month in which the Tax Estimate is furnished to Tenant and on the first day of each month thereafter throughout the remainder of such Comparison Year, Tenant shall pay to Landlord an amount equal to 1/12th of the Tax Estimate. Landlord may, during each Comparison Year, furnish to Tenant a revised Tax Estimate for such Comparison Year, and in such case, Tenant's Tax Payment for such Comparison Year shall be adjusted and any deficiencies paid or overpayments credited, as the case may be, substantially in the same manner as provided in the preceding sentence. After the end of each Comparison Year, Landlord shall furnish to Tenant a Statement of Taxes applicable to Tenant's Tax Payment for such Comparison Year, and (A) if such Statement shall show that the sums so paid by Tenant were less than Tenant's Tax Payment for such Comparison Year, Tenant shall pay to Landlord the amount of such deficiency within 10 Business Days after the delivery of such Statement to Tenant, or (B) if such Statement shall show that the sums so paid by Tenant were more than such Tenant's Tax Payment, Landlord shall credit such overpayment against subsequent payments of Rent next coming due. If there shall be any increase in the Taxes for any Tax Year, whether during or after such Tax Year, or if there shall be any decrease in the Taxes for any Tax Year, Tenant's Tax Payment for such Comparison Year shall be appropriately adjusted and any deficiencies paid or overpayments credited, as the case may be, substantially in the same manner as provided in the preceding sentence.

(b) If the Base Tax Factor is reduced, the Additional Rent previously paid or payable on account of Tenant's Tax Payment hereunder for all Comparison Years shall be recomputed on the basis of such reduction, and Tenant shall pay to Landlord, within 10 Business Days after demand therefor, any deficiency between the amount of such Additional Rent previously computed and paid by Tenant to Landlord, and the amount due as a result of such recomputation. If the Base Tax Factor is increased, then Landlord shall either pay to Tenant, or at Landlord's election, credit against subsequent payments of Rent due, the amount by which such Additional Rent previously paid on account of Tenant's Tax Payment exceeds the amount actually due as a result of such recomputation. If Landlord receives a refund of Taxes for any Comparison Year, Landlord shall, at its election, either pay to Tenant, or credit against subsequent payments of Rent due hereunder, an amount equal to Tenant's allocable share of the refund (as reasonably determined by Landlord), net of any expenses incurred by Landlord in

achieving such refund, which amount shall not exceed Tenant's Tax Payment paid for such Comparison Year.

(c) Tenant shall be obligated to pay Tenant's Tax Payment regardless of whether Tenant may be exempt from the payment of taxes as the result of any reduction, abatement, or exemption from Taxes granted or agreed to by any Governmental Authority, or by reason of Tenant's diplomatic status or other tax exempt status. Landlord shall not be obligated to file any application or institute any proceeding seeking a reduction in Taxes or tax assessment. The benefit of any exemption or abatement relating to all or any part of the Center shall accrue solely to the benefit of Landlord.

(d) Tenant shall not (and hereby waives any and all rights it may now or hereafter have to) institute or maintain any action, proceeding or application in any court or other body having the power to fix or review assessed valuations, for the purpose of reducing Taxes, and the filing of any such proceeding by Tenant shall constitute an Event of Default.

(e) Tenant shall pay any occupancy or rent tax now in effect or hereafter enacted and applicable to Tenant's occupancy of the Premises, regardless of whether imposed by its terms upon Landlord or Tenant, and if any such tax is payable by Landlord, Tenant shall promptly reimburse the amount thereof to Landlord upon demand, as Additional Rent.

Section 7.3 Tenant's Operating Payment. (a) If the Expense Factor payable for any Comparison Year exceeds the Base Expense Factor, Tenant shall pay to Landlord, as Additional Rent, an amount ("**Tenant's Operating Payment**") equal to (i) Tenant's Area, **multiplied by** (ii) the amount by which the Expense Factor for such Comparison Year exceeds the Base Expense Factor. For each Comparison Year, Landlord shall furnish to Tenant a statement setting forth Landlord's reasonable estimate of Tenant's Operating Payment for such Comparison Year (the "**Expense Estimate**"). Tenant shall pay to Landlord, on the first day of each month during such Comparison Year, an amount equal to 1/12th of the Expense Estimate. If Landlord furnishes an Expense Estimate for a Comparison Year subsequent to the commencement thereof, then (A) until the 1st day of the month following the month in which the Expense Estimate is furnished to Tenant, Tenant shall pay to Landlord on the 1st day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this **Section 7.3** during the last month of the preceding Comparison Year, (B) promptly after the Expense Estimate is furnished to Tenant or together therewith, Landlord shall give notice to Tenant stating whether the installments of Tenant's Operating Payment previously made for such Comparison Year were greater or less than the installments of Tenant's Operating Payment to be made for such Comparison Year in accordance with the Expense Estimate, and (1) if there shall be a deficiency, Tenant shall pay the amount thereof within 10 Business Days after demand therefor or (2) if there shall have been an overpayment, Landlord shall credit the amount thereof against subsequent installments of Rent due hereunder, and (C) on the 1st day of the month following the month in which Expense Estimate is furnished to Tenant, and on the 1st day of each month thereafter throughout the remainder of such Comparison Year, Tenant shall pay to Landlord an amount equal to 1/12th of the Expense Estimate.

(b) On or before May 1 of each Comparison Year, Landlord shall furnish to Tenant a Statement of Operating Expenses for the immediately preceding Comparison Year. If the Statement shows that the sums paid by Tenant under **Section 7.3(a)** exceeded the actual amount of Tenant's Operating Payment for such Comparison Year, Landlord shall credit the amount of such excess against subsequent installments of Rent due hereunder. If the Statement for such Comparison Year shows that the sums paid by Tenant were less than

Tenant's Operating Payment for such Comparison Year, Tenant shall pay the amount of such deficiency within 10 Business Days after delivery of the Statement to Tenant.

Section 7.4 Certain Adjustments. (a) If the Center Operating Area is increased or decreased, from time to time, pursuant to **Section 7.1(c)**, then from and after the date of such election, Operating Expenses for purposes of this Lease shall be limited to that portion of the Operating Expenses of the Center which is properly allocable, in Landlord's reasonable judgment, to the space included in the Center Operating Area. Such allocation shall be performed by Landlord in good faith in a manner consistent with the methods and principles employed by Landlord in computing Operating Expenses prior to the date of such election.

(b) Taxes shall not include any taxes and assessments imposed upon any portion of the Center excluded from the calculation of the Center Tax Area pursuant to **Section 7.1(d)** above. If Landlord has elected to limit the Center Tax Area to the number of square feet in the rentable area of the Building pursuant to **Section 7.1(d)**, Taxes for purposes of this Lease shall be limited to: (i) if the Building is separately assessed for tax purposes, the Taxes imposed thereon, or (ii) if the Building is not so separately assessed, either (x) a portion of the Taxes imposed upon the Center, determined in the same proportion that the rentable area of the Building bears to the aggregate rentable area in all buildings in the Center, or (y) a portion of the Taxes imposed upon the tax lot on which the Building is located, determined in the same proportion that the rentable area of the Building bears to the aggregate rentable area in all buildings located on such tax lot.

(c) If the Commencement Date shall be a day other than January 1 or the Expiration Date shall be a day other than December 31, or if there is any abatement of Fixed Rent payable under this Lease (other than any abatement under **Article 1** hereof) or any termination of this Lease (other than a termination pursuant to **Article 15**), or if there is any increase or decrease in Tenant's Area, then in each such event in applying the provisions of this Article with respect to the Tax Year or Comparison Year in which the event occurred, appropriate adjustments shall be made to reflect the result of such event on a basis consistent with the principles underlying the provisions of this Article, taking into consideration (i) the portion of such Tax Year or Comparison Year, as the case may be, which shall have elapsed prior to or after such event, (ii) the rentable area of the Premises affected thereby, and (iii) the duration of such event.

(d) If during all or any part of any Comparison Year (including the Base Expense Year) Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would constitute an Operating Expense) to a rentable portion of the Center which is not then leased, Operating Expenses for such period shall include an amount equal to the costs and expenses which would reasonably have been incurred for such work or service during such period by Landlord if the Center had been 100% leased and occupied.

(e) If during all or any part of any Comparison Year (including the Base Expense Year) Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would constitute an Operating Expense) to any portion of the Center (other than to space not then leased), then Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses that reasonably would have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such areas of the Center.

Section 7.5 Non-Waiver; Disputes. (a) Landlord's failure to render any Statement on a timely basis with respect to any Comparison Year shall not prejudice Landlord's right to thereafter render a Statement with respect to such Comparison Year or any subsequent Comparison Year, nor shall the rendering of a Statement prejudice Landlord's right to thereafter render a corrected Statement for that Comparison Year, unless such failure continues for more than 2 years after the expiration of the Comparison Year in question to which such Statement or corrected Statement relates (i.e., Landlord may not render a revised Statement or a Statement in respect of any Comparison Year more than 2 years after the expiration of such Comparison Year).

(b) Each Statement sent to Tenant shall be conclusively binding upon Tenant unless Tenant (i) pays to Landlord when due the amount set forth in such Statement, without prejudice to Tenant's right to dispute such Statement, and (ii) within 60 days after such Statement is sent, sends a notice to Landlord objecting to such Statement and specifying the reasons therefor. Upon Tenant's request, Landlord shall provide Tenant with any information as shall be reasonably necessary to confirm the accuracy of such Statement, which information shall be determined by Landlord in its sole discretion. Tenant agrees that Tenant will not employ, in connection with any dispute under this Lease, any person or entity who is to be compensated in whole or in part, on a contingency fee basis. If the parties are unable to resolve any dispute as to the correctness of such Statement within 30 days following such notice of objection, either party may refer the issues raised to a nationally recognized independent public accounting firm selected by Landlord and reasonably acceptable to Tenant, and the decision of such accountants shall be conclusively binding upon Landlord and Tenant. In connection therewith, Tenant and such accountants shall execute and deliver to Landlord a confidentiality agreement, in form and substance reasonably satisfactory to Landlord, whereby such parties agree not to disclose to any third party any of the information obtained in connection with such review, or the substance of any admissions or stipulations by any party in connection therewith, or of any resulting reconciliation, compromise or settlement. Tenant shall pay the fees and expenses relating to such procedure, unless such accountants determine that Landlord overstated the Expense Factor by more than 5% for such Comparison Year, as finally determined, in which case Landlord shall pay such fees and expenses. Except as provided in this Section, Tenant shall have no right whatsoever to dispute by judicial proceeding or otherwise the accuracy of any Statement.

Section 7.6 No Reduction in Rent. In no event shall any decrease in Expense Factor or Tax Factor in any Comparison Year below the Base Expense Factor or Base Tax Factor, as the case may be, result in a reduction in the Fixed Rent or any other component of Additional Rent payable hereunder.

ARTICLE 8

REQUIREMENTS OF LAW

Section 8.1 Compliance with Requirements.

(a) **Tenant's Compliance.** Tenant, at its expense, shall comply with all Requirements applicable to the Premises; provided, however, that Tenant shall not be obligated to comply with any Requirements requiring any structural alterations to the Building unless the application of such Requirements arises from (i) the specific manner and nature of Tenant's use or occupancy of the Premises, as distinct from general office use, (ii) Alterations made by Tenant, or (iii) a breach by Tenant of any provisions of this Lease. Any such repairs or

alterations shall be made at Tenant's expense (1) by Tenant in compliance with **Article 5** if such repairs or alterations are nonstructural and do not affect any Building System, or (2) by Landlord if such repairs or alterations are structural or affect any Building System. If Tenant obtains knowledge of any failure to comply with any Requirements applicable to the Premises, Tenant shall give Landlord prompt notice thereof.

(b) **Hazardous Materials.** Tenant shall not cause or permit (i) any Hazardous Materials to be brought into the Building, (ii) the storage or use of Hazardous Materials in any manner other than in full compliance with any Requirements, or (iii) the escape, disposal or release of any Hazardous Materials within or in the vicinity of the Center. Nothing herein shall be deemed to prevent Tenant's use of any Hazardous Materials customarily used in the ordinary course of office work, provided such use is in accordance with all Requirements. Tenant shall be responsible, at its expense, for all matters directly or indirectly based on, or arising or resulting from the presence of Hazardous Materials in the Center which is caused or permitted by a Tenant Party. Tenant shall provide to Landlord copies of all communications received by Tenant with respect to any Requirements relating to Hazardous Materials, and/or any claims made in connection therewith. Landlord or its agents may perform environmental inspections of the Premises at any time.

(c) **Landlord's Compliance.** Landlord shall comply with (or cause to be complied with) all Requirements applicable to the Building which are not the obligation of Tenant, to the extent that non-compliance would materially impair Tenant's use and occupancy of the Premises for the Permitted Uses.

(d) **Landlord's Insurance.** Tenant shall not cause or permit any action or condition that would (i) invalidate or conflict with Landlord's insurance policies, (ii) violate applicable rules, regulations and guidelines of the Fire Department, Fire Insurance Rating Organization or any other authority having jurisdiction over the Center, (iii) cause an increase in the premiums of fire insurance for the Center or for the Building over that payable with respect to Comparable Buildings, or (iv) result in Landlord's insurance companies' refusing to insure the Building or any property therein in amounts and against risks as reasonably determined by Landlord. If fire insurance premiums increase as a result of Tenant's failure to comply with the provisions of this **Section 8.1**, Tenant shall promptly cure such failure and shall reimburse Landlord for the increased fire insurance premiums paid by Landlord as a result of such failure by Tenant. To Landlord's knowledge, as of the Effective Date, Tenant's use of the Premises for offices (as contrasted with Tenant's particular manner of use) shall not result in an increase in Landlord's insurance premiums.

Section 8.2 Fire and Life Safety; Sprinkler. Tenant shall maintain in good order and repair the sprinkler, fire-alarm and life-safety system in the Premises in accordance with this Lease, the Rules and Regulations and all Requirements. If the Fire Insurance Rating Organization or any Governmental Authority or any of Landlord's insurers requires or recommends any modifications and/or alterations be made or any additional equipment be supplied in connection with the sprinkler system or fire alarm and life-safety system serving the Building by reason of Tenant's business, any Alterations performed by Tenant or the location of the partitions, Tenant's Property, or other contents of the Premises, Landlord (to the extent outside of the Premises) or Tenant (to the extent within the Premises) shall make such modifications and/or Alterations, and supply such additional equipment, in either case at Tenant's expense. To Landlord's knowledge, as of the Commencement Date, the sprinkler, fire-

alarm and life-safety system in the Premises shall be in compliance with Requirements, but shall otherwise be in "as is" condition.

ARTICLE 9

SUBORDINATION

Section 9.1 Subordination and Attornment. (a) This Lease is subject and subordinate to all Mortgages and Superior Leases. At the request of any Mortgagee or Lessor, Tenant shall attorn to such Mortgagee or Lessor, its successors in interest or any purchaser in a foreclosure sale.

(b) If a Lessor or Mortgagee or any other person or entity shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or the delivery of a new lease or deed, then at the request of the successor landlord and upon such successor landlord's written agreement to accept Tenant's attornment and to recognize Tenant's interest under this Lease, Tenant shall be deemed to have attorned to and recognized such successor landlord as Landlord under this Lease. The provisions of this **Section 9.1** are self-operative and require no further instruments to give effect hereto; provided, however, that Tenant shall promptly execute and deliver any instrument that such successor landlord may reasonably request (i) evidencing such attornment, (ii) setting forth the terms and conditions of Tenant's tenancy, and (iii) containing such other terms and conditions as may be required by such Mortgagee or Lessor, provided such terms and conditions do not increase the Rent, materially increase Tenant's other obligations or materially and adversely affect Tenant's rights under this Lease. Upon such attornment this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease except that such successor landlord shall not be:

(A) liable for any act or omission of Landlord (except to the extent such act or omission continues beyond the date when such successor landlord succeeds to Landlord's interest and Tenant gives notice of such act or omission);

(B) subject to any defense, claim, counterclaim, set-off or offset which Tenant may have against Landlord;

(C) bound by any prepayment of more than one month's Rent to any prior landlord;

(D) bound by any obligation to make any payment to Tenant which was required to be made prior to the time such successor landlord succeeded to Landlord's interest;

(E) bound by any obligation to perform any work or to make improvements to the Premises except for (x) repairs and maintenance required to be made by Landlord under this Lease, and (y) repairs to the Premises as a result of damage by fire or other casualty or a partial condemnation pursuant to the provisions of this Lease, but only to the extent that such repairs can reasonably be made from the net proceeds of any insurance or condemnation awards, respectively, actually made available to such successor landlord;

(F) bound by any modification, amendment or renewal of this Lease made without successor landlord's consent;

(G) liable for the repayment of any security deposit or surrender of any letter of credit, unless and until such security deposit actually is paid or such letter of credit is actually delivered to such successor landlord; or

(H) liable for the payment of any unfunded tenant improvement allowance, refurbishment allowance or similar obligation.

(c) Tenant shall from time to time within 10 days of request from Landlord execute and deliver any documents or instruments that may be reasonably required by any Mortgagee or Lessor to confirm any subordination.

Section 9.2 Mortgage or Superior Lease Defaults. Any Mortgagee may elect that this Lease shall have priority over the Mortgage and, upon notification to Tenant by such Mortgagee, this Lease shall be deemed to have priority over such Mortgage, regardless of the date of this Lease. In connection with any financing of the Real Property or the Center or the interest of any Lessor, Tenant shall consent to any reasonable modifications of this Lease requested by any lending institution, provided such modifications do not increase the Rent, materially increase the other obligations, or materially and adversely affect the rights, of Tenant under this Lease.

Section 9.3 Tenant's Termination Right. As long as any Superior Lease or Mortgage exists, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until (a) Tenant shall have given notice of such act or omission to all Lessors and/or Mortgagees, and (b) a reasonable period of time shall have elapsed following the giving of notice of such default and the expiration of any applicable notice or grace periods (unless such act or omission is not capable of being remedied within a reasonable period of time), during which period such Lessors and/or Mortgagees shall have the right, but not the obligation, to remedy such act or omission and shall thereafter diligently proceed to so remedy such act or obligation. If any Lessor or Mortgagee elects to remedy such act or omission of Landlord, Tenant shall not seek to terminate this Lease so long as such Lessor or Mortgagee is proceeding with reasonable diligence to effect such remedy.

Section 9.4 Provisions. The provisions of this **Article 9** shall (a) inure to the benefit of Landlord, any future owner of the Building or the Real Property, Lessor or Mortgagee and any sublessor thereof and (b) apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease or Mortgage.

Section 9.5 Future Condominium Declaration. This Lease and Tenant's rights hereunder are and will be subject and subordinate to any condominium declaration, by-laws and other instruments (collectively, the "**Declaration**") which may be recorded in order to subject the Building to a condominium form of ownership pursuant to Article 9-B of the New York Real Property Law or any successor Requirement, provided that the Declaration does not by its terms increase the Rent, materially increase Tenant's non-Rent obligations or materially and adversely affect Tenant's rights under this Lease. At Landlord's request, and subject to the foregoing proviso, Tenant will execute and deliver to Landlord an amendment of this Lease confirming such subordination and modifying this Lease to conform to such condominium regime.

Section 9.6 Non-Disturbance Agreements. Landlord hereby agrees to use reasonable efforts to obtain for Tenant, at no cost to Landlord, a subordination, non-disturbance and attornment agreement (an "**SNDA**") from all existing Mortgagees, in the standard form customarily employed by such Mortgagees, provided that Landlord shall have no liability to

Tenant, and the subordination of this Lease to any Mortgagee shall not be affected, in the event that it is unable to obtain any such agreements. Tenant shall reimburse Landlord, within 30 days after demand therefor, for Landlord's out-of-pocket costs, including reasonable attorney's fees and disbursements, incurred in connection with such efforts.

ARTICLE 10

SERVICES

Section 10.1 Electricity. (a) Landlord shall redistribute or furnish electricity to or for the use of Tenant in the Premises for the operation of Tenant's electrical systems and equipment in the Premises, at a level sufficient to accommodate a demand load of six watts per usable square foot of office space in the Premises. Subject to the next to last sentence of this **Section 10.1(a)**, Tenant shall from and after the Commencement Date pay to Landlord, within 10 days after demand from time to time, but not more frequently than monthly, for its consumption of electricity, a sum equal to 105% of the product of (x) the Cost Per Kilowatt Hour, multiplied by (y) the actual number of kilowatt hours of electric current consumed by Tenant in such billing period. If and to the extent not already installed Landlord shall install a meter, at Landlord's expense, to measure Tenant's consumption of electricity, which meters shall be maintained by Landlord. Where more than one meter measures Tenant's consumption of electricity in the Premises, the electricity measured by each meter shall be computed and billed at the same time in accordance with the provisions set forth above. The rate to be paid by Tenant for submetered electricity shall include any taxes or other charges in connection therewith. If any tax is imposed upon Landlord's receipts from the sale or resale of electricity to Tenant, Tenant shall reimburse Landlord for such tax, if and to the extent permitted by Requirements. For any period during which such meter or meters are not installed or are not operational in the Premises, Tenant shall pay for electricity monthly an amount equal to the product of (A) \$0.2917, subject to adjustment for any increases in electric rates or taxes, and (B) the number of rentable square feet in the Premises. All electricity used during the performance of cleaning services, or the making of any Alterations or Restorative Work in the Premises, or the operation of any supplemental or special air-conditioning systems serving the Premises, shall be paid for by Tenant. Upon Tenant's request, and only if and to the extent not already provided to Tenant together with (or included within) the electricity bill, Landlord shall provide Tenant with reasonable backup (if any is available) with respect to any electricity bill, which reasonable backup shall be determined by Landlord in its sole discretion, provided that the foregoing shall not affect or limit Tenant's obligation to make timely payment of Tenant's electric payment under this **Section 10.1(a)**.

(b) **Compliance.** Tenant shall at all times comply with the rules and regulations of the utility company supplying electricity to the Building. Tenant shall not use any electrical equipment which, in Landlord's reasonable judgment, would exceed the capacity of the electrical equipment serving the Premises. If Landlord determines that Tenant's electrical requirements necessitate installation of any additional risers, feeders or other electrical distribution equipment (collectively, "**Electrical Equipment**"), or if Tenant provides Landlord with evidence reasonably satisfactory to Landlord of Tenant's need for excess electricity and requests that additional Electrical Equipment be installed, Landlord shall, at Tenant's expense, install such additional Electrical Equipment, provided that Landlord, in its sole judgment, determines that (i) such installation is practicable and necessary, (ii) such additional Electrical Equipment is permissible under applicable Requirements, and (iii) the installation of such Electrical Equipment will not cause permanent damage to the Building or the Premises, cause

or create a hazardous condition, entail excessive or unreasonable alterations, interfere with or limit electrical usage by other current and prospective tenants or occupants of the Building or exceed the limits of the switchgear or other facilities serving the Building, or require power in excess of that available from the utility serving the Building.

Section 10.2 Elevators. Landlord shall provide passenger elevator service to the Premises 24 hours per day, 7 days per week; provided, however, Landlord may limit passenger elevator service during times other than Ordinary Business Hours. Landlord shall provide at least one freight elevator serving the Premises available upon Tenant's prior request, on a non-exclusive "first come, first serve" basis with other Building tenants, on all weekdays (other than Observed Holidays) from 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:30 p.m., which hours of operation are subject to change. In furtherance of the foregoing, from time to time (i.e., not on a regular basis) on weekdays (other than Observed Holidays) during the above hours specified in the immediately preceding sentence, Tenant shall be permitted, on a non-exclusive "first come, first serve" basis with other Building tenants, to use a Building freight elevator to move office furniture between the floors of the Premises in no more than two trips per discrete move (in accordance with the Building's rules and regulations for freight elevator use).

Section 10.3 Heating, Ventilation and Air Conditioning. Landlord shall furnish to the Premises heating, ventilation and air-conditioning ("HVAC") in accordance with the Design Standards set forth in **Exhibit E** during Ordinary Business Hours. Landlord shall have access to all air-cooling, fan, ventilating and machine rooms and electrical closets and all other mechanical installations of Landlord (collectively, "**Mechanical Installations**"), and Tenant shall not construct partitions or other obstructions which may interfere with Landlord's access thereto or the moving of Landlord's equipment to and from the Mechanical Installations. No Tenant Party shall at any time enter the Mechanical Installations or tamper with, adjust, or otherwise affect such Mechanical Installations. Landlord shall not be responsible if the HVAC System fails to provide cooled or heated air, as the case may be, to the Premises in accordance with the Design Standards by reason of (i) any equipment installed by, for or on behalf of Tenant, which has an electrical load in excess of the average electrical load and human occupancy factors for the HVAC System as designed, or (ii) any rearrangement of partitioning or other Alterations made or performed by, for or on behalf of Tenant. Tenant shall install, if missing, blinds or shades on all windows, which blinds and shades shall be subject to Landlord's approval, and shall keep all of the operable windows in the Premises closed, and lower the blinds when necessary because of the sun's position, whenever the HVAC System is in operation or as and when required by any Requirement. Tenant shall cooperate with Landlord and shall abide by the rules and regulations which Landlord may reasonably prescribe for the proper functioning and protection of the HVAC System.

Section 10.4 Overtime Freight Elevators and HVAC. The Fixed Rent does not include any charge to Tenant for the furnishing of any freight elevator service or HVAC to the Premises during any periods other than the hours set forth in **Sections 10.2 and 10.3 ("Overtime Periods")**. If Tenant desires any such services during Overtime Periods, Tenant shall deliver notice to the Building office requesting such services at least 24 hours prior to the time Tenant requests such services to be provided; provided, however, that Landlord shall use reasonable efforts to arrange such service on such shorter notice as Tenant shall provide. If Landlord furnishes freight elevator or HVAC service during Overtime Periods, Tenant shall pay to Landlord within 10 days after demand the cost thereof at the then established rates for such services in the Building. Notwithstanding anything to the contrary provided in this **Article 10**, Landlord shall not charge Tenant for up to a maximum of 30 hours of dedicated use by Tenant

of the freight elevator during Overtime Periods in connection with Tenant's move-in to the Premises in accordance with Landlord's then current rules and regulations applicable thereto.

Section 10.5 Cleaning. Landlord shall cause the Premises (excluding any portions thereof used for the storage, preparation, service or consumption of food or beverages, as an exhibition area or classroom, for storage, as a shipping room, mail room or similar purposes, for private bathrooms, showers or exercise facilities, as a trading floor, or primarily for operation of computer, data processing, reproduction, duplicating or similar equipment) to be cleaned, substantially in accordance with the standards set forth in **Exhibit F**. Any areas of the Premises which Landlord is not required to clean hereunder or which require additional cleaning shall be cleaned, at Tenant's expense, by Landlord's cleaning contractor, at rates which shall be competitive with rates of other cleaning contractors providing comparable services to Comparable Buildings. Landlord's cleaning contractor and its employees shall have access to the Premises at all times except between 8:00 a.m. and 5:30 p.m. on weekdays which are not Observed Holidays.

Section 10.6 Water. Landlord shall provide cold water in the core lavatories on each floor of the Building. If Tenant requires water for any additional purposes, Tenant shall pay for the cost of bringing water to the Premises and Landlord may install a meter to measure the water. Tenant shall pay the cost of such installation, and for all maintenance, repairs and replacements thereto, and for the reasonable charges of Landlord for the water consumed.

Section 10.7 Refuse Removal. Landlord shall provide refuse removal services at the Building for ordinary office refuse and rubbish. Tenant shall pay to Landlord Landlord's reasonable charge for such removal to the extent that the refuse generated by Tenant exceeds the refuse customarily generated by general office tenants. Tenant shall not dispose of any refuse in the Common Areas, and if Tenant does so, Tenant shall be liable for Landlord's reasonable charge for such removal.

Section 10.8 Directory. The lobby shall contain a computerized directory for the Center wherein the Building's tenants shall be listed, including Tenant and others permitted to occupy the Premises hereunder. Tenant shall be entitled to a proportionate share of such listings based on the rentable square footage of the Premises. From time to time, but not more frequently than monthly, Landlord shall reprogram the computerized directory for the Center to reflect such changes in the listings therein as Tenant shall request. In addition, the lobby may contain a directory of tenants and Tenant shall be entitled to have its name listed thereon.

Section 10.9 Telecommunications. If Tenant requests that Landlord grant access to the Building to a telecommunications service provider designated by Tenant for purposes of providing telecommunications services to Tenant, Landlord shall use its good faith efforts to respond to such request within 30 days. Tenant acknowledges that nothing set forth in this **Section 10.9** shall impose any affirmative obligation on Landlord to grant such request and that Landlord, in its sole discretion, shall have the right to determine which telecommunications service providers shall have access to Building facilities.

Section 10.10 Service Interruptions. Landlord reserves the right to suspend any service when necessary, by reason of Unavoidable Delays, accidents or emergencies, or for Restorative Work which, in Landlord's reasonable judgment, are necessary or appropriate until such Unavoidable Delay, accident or emergency shall cease or such Restorative Work is completed and Landlord shall not be liable for any interruption, curtailment or failure to supply services. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises as a result of any such interruption, curtailment or failure of or defect

in such service, or change in the supply, character and/or quantity of electrical service, and to restore any such services, remedy such situation and minimize any interference with Tenant's business. The exercise of any such right or the occurrence of any such failure by Landlord shall not constitute an actual or constructive eviction, in whole or in part, entitle Tenant to any compensation, abatement or diminution of Rent, relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or any Indemnitees by reason of inconvenience to Tenant, or interruption of Tenant's business, or otherwise.

Section 10.11 Rent Abatement. Notwithstanding anything to the contrary contained in this Lease, if Tenant is unable to use more than 15% of either the 7th or 8th floor of the Premises for the ordinary conduct of Tenant's business therein due solely to (a) an interruption of an Essential Service (as hereinafter defined) resulting from Landlord's performance of an improvement to the Building or (b) Landlord's breach of an obligation under this Lease to perform repairs or replacements which results in Landlord's failure to provide an Essential Service, in each case other than as a result of Unavoidable Delays, casualty or condemnation, and such condition continues for a period in excess of 10 consecutive Business Days after (i) Tenant furnishes a notice to Landlord (the "**Abatement Notice**") stating that Tenant's inability to use the Premises (or applicable portion thereof) is solely due to such condition, (ii) Tenant does not actually use or occupy more than 15% of either the 7th or 8th floor of the Premises during such period for the ordinary conduct of its business and (iii) such condition has not resulted from the negligence or misconduct of any Tenant Party, then, as Tenant's sole remedy, Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment for such affected and unused portion of the Premises shall be abated on a per diem basis for the period commencing on the 11th Business Day after Tenant delivers the Abatement Notice to Landlord and ending on the earlier of (x) the date Tenant reoccupies the applicable portion of the Premises, and (y) the date on which such condition is substantially remedied. "**Essential Service**" shall mean a service which Landlord is obligated under this Lease to provide to Tenant which if not provided shall (1) effectively deny access to more than 15% of either the 7th or 8th floor of the Premises, (2) threaten the health or safety of any occupants of more than 15% of either the 7th or 8th floor of the Premises or (3) prevent or materially and adversely restrict the usage of more than 15% of either the 7th or 8th floor of the Premises for the ordinary conduct of Tenant's business.

Section 10.12 Access to Premises. Subject to Unavoidable Delays, security requirements, service interruptions, and the Rules and Regulations, Tenant and its Permitted Users shall have access to the Premises 24 hours a day, 7 days a week.

ARTICLE 11

INSURANCE; PROPERTY LOSS OR DAMAGE

Section 11.1 Tenant's Insurance. (a) Tenant, at its expense, shall obtain and keep in full force and effect during the Term:

(i) a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Building or the Center, under which Tenant is named as the insured and Landlord, Landlord's Agent and any Lessors and any Mortgagees whose names have been furnished to Tenant are named as additional insureds (the "**Insured Parties**"). Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of the Insured Parties, and Tenant shall obtain blanket broad-form contractual liability coverage to insure its indemnity obligations set

forth in **Article 25**. The minimum limits of liability applying exclusively to the Premises shall be a combined single limit with respect to each occurrence in an amount of not less than \$6,000,000; provided, however, that Landlord shall retain the right to require Tenant to increase such coverage from time to time to that amount of insurance which in Landlord's reasonable judgment is then being customarily required by landlords for similar office space in Comparable Buildings. The foregoing liability limit may be satisfied with a combination of primary commercial general liability and umbrella/excess liability coverage (which umbrella/excess policy(ies) shall be endorsed to provide that if a liability limit is exhausted, the umbrella/excess policy will drop down and become the primary policy. The self insured retention for such policy shall not exceed \$10,000;

(ii) insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of "Special Form Causes of Loss" or "All Risk" property insurance policies with extended coverage, insuring Tenant's Property and all Alterations and improvements to the Premises (including the Initial Installations) to the extent such Alterations and improvements exceed the cost of the improvements typically performed in connection with the initial occupancy of tenants in the Building ("**Building Standard Installations**"), for the full insurable value thereof or replacement cost thereof, having a deductible amount, if any, not in excess of \$25,000.

(iii) during the performance of any Alteration, until completion thereof, Builder's Risk insurance on an "all risk" basis and on a completed value form including a Permission to Complete and Occupy endorsement, for full replacement value covering the interest of Landlord and Tenant (and their respective contractors and subcontractors) in all work incorporated in the Building and all materials and equipment in or about the Premises;

(iv) Workers' Compensation Insurance, as required by law;

(v) Business Interruption Insurance; and

(vi) such other insurance in such amounts as the Insured Parties may reasonably require from time to time.

(b) All insurance required to be carried by Tenant (i) shall contain a provision that (x) no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and (y) such insurance shall be noncancellable and/or no material change in coverage shall be made thereto unless the Insured Parties receive 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) shall be effected under valid and enforceable policies issued by reputable insurers permitted to do business in the State of New York and rated in Best's Insurance Guide, or any successor thereto as having a "Best's Rating" of "A-" or better and a "Financial Size Category" of at least "X" or better or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate. In the event that Tenant's insurance policies do not contain a provision that the notice specified in clause (y) above shall be sent by certified mail, return receipt requested, Tenant agrees to send such notice to Landlord by certified mail, return receipt requested.

(c) On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate policies of insurance, including evidence of waivers of subrogation required to be carried pursuant to this **Article 11** and that the Insured Parties are named as additional insureds

(the “Policies”). Evidence of each renewal or replacement of the Policies shall be delivered by Tenant to Landlord at least 10 days prior to the expiration of the Policies. In lieu of the Policies, Tenant may deliver to Landlord a certification from Tenant’s insurance company (on the form currently designated “Acord 27” (Evidence of Property Insurance) and “Acord 25” (Certificate of Liability Insurance), or the equivalent, provided that attached thereto is an endorsement to Tenant’s commercial general liability policy naming the Insured Parties as additional insureds, which endorsement is at least as broad as ISO policy form “CG 20 10 04-13 Additional Insured” or the equivalent, which certification shall be binding on Tenant’s insurance company, and which shall expressly provide that such certification (i) conveys to the Insured Parties all the rights and privileges afforded under the Policies as primary insurance, and (ii) contains an unconditional obligation of the insurance company to advise all Insured Parties in writing by certified mail, return receipt requested, at least 30 days in advance of any termination of or change to the Policies that would affect the interest of any of the Insured Parties. In the event that Tenant’s insurance policies do not contain a provision that the notice specified in clause (ii) above shall be sent by certified mail, return receipt requested, Tenant agrees to send such notice to Landlord by certified mail, return receipt requested.

(d) Landlord shall keep the Building insured against damage and destruction by fire, vandalism, and other perils under “all risk” property insurance written on a replacement cost basis. In addition, Landlord shall maintain a policy of commercial general liability insurance for claims for personal injury, death and/or property damage occurring in or about the Building that is consistent with the insurance maintained by owners of first-class office buildings in Manhattan. Notwithstanding the foregoing, in the event Landlord is an Institutional Owner, then Landlord may elect to self-insure with respect to the insurance coverages required by the terms of this **Section 11.1(d)**.

Section 11.2 Waiver of Subrogation. Landlord and Tenant shall each procure an appropriate clause in or endorsement to any property insurance covering the Real Property and personal property, fixtures and equipment located therein, wherein the insurer waives subrogation or consents to a waiver of right of recovery, and Landlord and Tenant agree not to make any claim against, or seek to recover from, the other for any loss or damage to its property or the property of others resulting from fire or other hazards. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any Above Building Standard Installations, (ii) Tenant’s Property, and (iii) any loss suffered by Tenant due to interruption of Tenant’s business.

Section 11.3 Restoration. (a) If the Premises are damaged by fire or other casualty, or if the Building is damaged such that Tenant is deprived of reasonable access to the Premises, the damage shall be repaired by Landlord, to substantially the condition of the Premises prior to the damage, subject to the provisions of any Mortgage or Superior Lease, but Landlord shall have no obligation to repair or restore (i) Tenant’s Property, or (ii) except as provided in **Section 11.3(b)**, any Alterations or improvements to the Premises to the extent such Alterations or improvements exceed Building Standard Installations (“Above Building Standard Installations”). So long as Tenant is not in default beyond applicable grace or notice provisions in the payment or performance of its obligations under this **Section 11.3**, and provided Tenant timely delivers to Landlord either Tenant’s Restoration Payment (as hereinafter defined) or the Restoration Security (as hereinafter defined) or Tenant expressly waives any obligation of Landlord to repair or restore any of Tenant’s Above Building Standard Installations, then until the restoration of the Premises is Substantially Completed or would have been Substantially Completed but for Tenant Delay, Fixed Rent, Tenant’s Tax Payment and Tenant’s Operating Payment shall be reduced in the proportion by which the area of the part of the

Premises which is not usable (or accessible) and is not used by Tenant bears to the total area of the Premises. This **Article 11** constitutes an express agreement governing any case of damage or destruction of the Premises or the Building by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like nature and purpose now or hereafter in force, shall have no application in any such case.

(b) As a condition precedent to Landlord's obligation to repair or restore any of Tenant's Above Building Standard Installations, Tenant shall (i) pay to Landlord upon demand a sum ("**Tenant's Restoration Payment**") equal to the amount, if any, by which (A) the cost, as estimated by a reputable independent contractor designated by Landlord, of repairing and restoring all Alterations and Initial Installations in the Premises to their condition prior to the damage, exceeds (B) the cost of restoring the Premises with Building Standard Installations, or (ii) furnish to Landlord security (the "**Restoration Security**") in form and amount reasonably acceptable to Landlord to secure Tenant's obligation to pay all costs in excess of restoring the Premises with Building Standard Installations. If Tenant shall fail to deliver to Landlord either (1) Tenant's Restoration Payment or the Restoration Security, as applicable, or (2) a waiver by Tenant, in form satisfactory to Landlord, of all of Landlord's obligations to repair or restore any of the Above Building Standard Installations, in either case within 15 days after Landlord's demand therefor, Landlord shall have no obligation to restore any Above Building Standard Installations and Tenant's abatement of Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment shall cease when the restoration of the Premises (other than any Above Building Standard Installations) is Substantially Complete.

Section 11.4 Landlord's Termination Right. Notwithstanding anything to the contrary contained in **Section 11.3**, if the Premises are totally damaged or are rendered wholly untenable, or if the Building shall be so damaged that, in Landlord's reasonable opinion, substantial alteration, demolition, or reconstruction of the Building shall be required (whether or not the Premises are so damaged or rendered untenable), then in either of such events, Landlord may, not later than 60 days following the date of the damage, terminate this Lease by notice to Tenant, provided that if the Premises are not damaged, Landlord may not terminate this Lease unless Landlord similarly terminates the leases of other tenants in the Building aggregating at least 50% of the portion of the Building occupied for office purposes immediately prior to such damage. If this Lease is so terminated, (a) the Term shall expire upon the 30th day after such notice is given, (b) Tenant shall vacate the Premises and surrender the same to Landlord, (c) Tenant's liability for Rent shall cease as of the date of the damage, and (d) any prepaid Rent for any period after the date of the damage shall be refunded by Landlord to Tenant.

Section 11.5 Tenant's Termination Right. If the Premises are totally damaged and are thereby rendered wholly untenable, or if the Building shall be so damaged that Tenant is deprived of reasonable access to the Premises, and if Landlord elects to restore the Premises, Landlord shall, within 60 days following the date of the damage, cause a contractor or architect selected by Landlord to give notice (the "**Restoration Notice**") to Tenant of the date by which such contractor or architect estimates the restoration of the Premises (excluding any Above Building Standard Installations) shall be Substantially Completed. If such date, as set forth in the Restoration Notice, is more than 15 months from the date of such damage, then Tenant shall have the right to terminate this Lease by giving notice (the "**Termination Notice**") to Landlord not later than 30 days following delivery of the Restoration Notice to Tenant. If Tenant delivers a Termination Notice, this Lease shall be deemed to have terminated as of the date of

the giving of the Termination Notice, in the manner set forth in the second sentence of **Section 11.4**.

Section 11.6 Final 18 Months. Notwithstanding anything to the contrary in this **Article 11**, if any damage during the final 18 months of the Term renders the Premises wholly untenable, either Landlord or Tenant may terminate this Lease by notice to the other party within 30 days after the occurrence of such damage and this Lease shall expire on the 30th day after the date of such notice. For purposes of this **Section 11.6**, the Premises shall be deemed wholly untenable if Tenant shall be precluded from using more than 50% of the Premises for the conduct of its business and Tenant's inability to so use the Premises is reasonably expected to continue for more than 90 days.

Section 11.7 Landlord's Liability. Any Building employee to whom any property shall be entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent with respect to such property and neither Landlord nor its agents shall be liable for any damage to such property, or for the loss of or damage to any property of Tenant by theft or otherwise. None of the Insured Parties shall be liable for any injury or damage to persons or property or interruption of Tenant's business resulting from fire or other casualty, any damage caused by other tenants or persons in the Building or by construction of any private, public or quasi-public work, or any latent defect in the Premises or in the Building (except that Landlord shall be required to repair the same to the extent provided in **Article 6**). No penalty shall accrue for delays which may arise by reason of adjustment of fire insurance on the part of Landlord or Tenant, or for any Unavoidable Delays arising from any repair or restoration of any portion of the Building, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of any such repair or restoration.

ARTICLE 12

EMINENT DOMAIN

Section 12.1 Taking.

(a) **Total Taking.** If all or substantially all of the Real Property, the Building or the Premises shall be acquired or condemned for any public or quasi-public purpose (a "Taking"), this Lease shall terminate and the Term shall end as of the date of the vesting of title and Rent shall be prorated and adjusted as of such date.

(b) **Partial Taking.** Upon a Taking of only a part of the Real Property, the Building or the Premises then, except as hereinafter provided in this **Article 12**, this Lease shall continue in full force and effect, provided that from and after the date of the vesting of title, Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment shall be modified to reflect the reduction of the Premises and/or the Building as a result of such Taking.

(c) **Landlord's Termination Right.** Whether or not the Premises are affected, Landlord may, by notice to Tenant, within 60 days following the date upon which Landlord receives notice of the Taking of all or a portion of the Real Property, the Building or the Premises, terminate this Lease, provided that Landlord elects to terminate leases (including this Lease) affecting at least 50% of the rentable area of the Building.

(d) **Tenant's Termination Right.** If the part of the Real Property so Taken contains more than 20% of the total area of the Premises occupied by Tenant immediately prior to such Taking, or if, by reason of such Taking, Tenant no longer has reasonable means of access to the Premises, Tenant may terminate this Lease by notice to Landlord given within 30 days following the date upon which Tenant is given notice of such Taking. If Tenant so notifies Landlord, this Lease shall end and expire upon the 30th day following the giving of such notice. If a part of the Premises shall be so Taken and this Lease is not terminated in accordance with this **Section 12.1** Landlord, without being required to spend more than it collects as an award, shall, subject to the provisions of any Mortgage or Superior Lease, restore that part of the Premises not so Taken to a self-contained rental unit substantially equivalent (with respect to character, quality, appearance and services) to that which existed immediately prior to such Taking, excluding Tenant's Property and Above Building Standard Installations.

(e) **Apportionment of Rent.** Upon any termination of this Lease pursuant to the provisions of this **Article 12**, Rent shall be apportioned as of, and shall be paid or refunded up to and including, the date of such termination.

Section 12.2 Awards. Upon any Taking, Landlord shall receive the entire award for any such Taking, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term or Tenant's Alterations; and Tenant hereby assigns to Landlord all of its right in and to such award. Nothing contained in this **Article 12** shall be deemed to prevent Tenant from making a separate claim in any condemnation proceedings for the then value of any Tenant's Property or Above Building Standard Installations included in such Taking and for any moving expenses, provided any such award is in addition to, and does not result in a reduction of, the award made to Landlord.

Section 12.3 Temporary Taking. If all or any part of the Premises is Taken temporarily during the Term for any public or quasi-public use or purpose, Tenant shall give prompt notice to Landlord and the Term shall not be reduced or affected in any way and Tenant shall continue to pay all Rent payable by Tenant without reduction or abatement and to perform all of its other obligations under this Lease, except to the extent prevented from doing so by the condemning authority, and Tenant shall be entitled to receive any award or payment from the condemning authority for such use, which shall be received, held and applied by Tenant as a trust fund for payment of the Rent falling due.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

Section 13.1 Consent Requirements.

(a) **No Transfers.** Except as expressly set forth herein, Tenant shall not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, whether by operation of law or otherwise, and shall not sublet, or permit, or suffer the Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without Landlord's prior consent in each instance. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this **Article 13** shall be void and shall constitute an Event of Default.

(b) **Collection of Rent.** If, without Landlord's consent, this Lease is assigned, or any part of the Premises is sublet or occupied by anyone other than Tenant or this Lease is encumbered (by operation of law or otherwise), Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved. No such collection shall be deemed a waiver of the provisions of this **Article 13**, an acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance of Tenant's covenants hereunder, and in all cases Tenant shall remain fully liable for its obligations under this Lease.

(c) **Further Assignment/Subletting.** Landlord's consent to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's consent to any further assignment or subletting. In no event shall any permitted subtenant assign or encumber its sublease or further sublet any portion of its sublet space, or otherwise suffer or permit any portion of the sublet space to be used or occupied by others.

Section 13.2 Tenant's Notice. If Tenant desires to assign this Lease or sublet all or any portion of the Premises, Tenant shall give notice thereof to Landlord, which shall be accompanied by (a) with respect to an assignment of this Lease, a fully-executed copy of the assignment and assumption agreement, and (b) with respect to a sublet of all or a part of the Premises, a description of the portion of the Premises to be sublet, and a copy of the fully-executed sublease agreement. Such notice shall be deemed an irrevocable offer from Tenant to Landlord of the right, at Landlord's option, (1) to terminate this Lease with respect to such space as Tenant proposes to sublease (the "**Partial Space**"), upon the terms and conditions hereinafter set forth, or (2) if the proposed transaction is an assignment of this Lease or a subletting of 50% or more of the rentable square footage of the Premises, to terminate this Lease with respect to the entire Premises. Such option may be exercised by notice from Landlord to Tenant within 45 days after delivery of Tenant's notice along with the applicable documentation and information stated above. If Landlord exercises its option to terminate all or a portion of this Lease, (a) this Lease shall end and expire with respect to all or a portion of the Premises, as the case may be, on the date that such assignment or sublease was to commence, provided that such date is in no event less than 90 days after the date of the above notice unless Landlord agrees to an earlier date, (b) Rent shall be apportioned, paid or refunded as of such date, (c) Tenant, upon Landlord's request, shall enter into an amendment of this Lease ratifying and confirming such total or partial termination, and setting forth any appropriate modifications to the terms and provisions hereof, and (d) Landlord shall be free to lease the Premises (or any part thereof) to Tenant's prospective assignee or subtenant. Tenant shall pay all costs to make the Partial Space a self-contained rental unit and install any required Building corridors.

Section 13.3 (a) Landlord's Leaseback. If Landlord receives a notice from Tenant as described in **Section 13.2** with respect to a sublease for less than the remainder of the Term, Landlord or its designee may, at its option, in lieu of exercising the option described in **Section 13.2** but subject to the same 45-day period, sublease from Tenant the space described in Tenant's notice (such space being hereafter referred to as the "**Leaseback Space**"). If Landlord exercises its option to sublet the Leaseback Space, such sublease shall be at a rental rate equal to the product of the lesser of (x) the rent per rentable square foot then payable pursuant to this Lease, and (y) the rent per rentable square foot contained in the proposed and executed sublease agreement, **multiplied by** the rentable square foot area of the Leaseback Space; shall be for the same term as that of the proposed sublease; and shall:

(i) be expressly subject to all of the covenants, terms and conditions of this Lease except such as are irrelevant or inapplicable, and except as expressly set forth in this **Article 13** to the contrary;

(ii) give the subtenant the unqualified and unrestricted right, without Tenant's consent, to assign such sublease or any interest therein and/or to sublet all or any portion of the space covered by such sublease and to make alterations and improvements in the space covered by such sublease;

(iii) provide that any assignee or further subtenant of Landlord or its designee, may, at Landlord's option, be permitted to make alterations and decorations in such space and that any or all of such alterations and decorations may be removed by such assignee or subtenant, at its option, prior to or upon the expiration or other termination of such sublease, provided that such assignee or subtenant shall, at its expense, repair any damage caused by such removal; and

(iv) provide that (A) the parties to such sublease expressly negate any intention that the sublease estate be merged with any other estate held by either of such parties, (B) any assignment or sublease by Landlord or its designee (as the subtenant) may be for any purpose or purposes that Landlord, in its sole discretion, shall deem appropriate, (C) Tenant shall, at its sole cost and expense, at all times provide and permit reasonably appropriate means of ingress to and egress from such space so sublet by Tenant to Landlord or its designee, (D) Landlord may, at Tenant's expense, make such alterations as may be required or deemed necessary by Landlord to physically separate the Leaseback Space from the balance of the Premises and to comply with any Requirements or insurance requirements relating to such separation, and (E) at the expiration of the term of such sublease, Tenant will accept the Leaseback Space in its then existing condition, subject to the obligations of the subtenant to make such repairs as may be necessary to preserve such premises in good order and condition.

(b) **Obligations Re: Leaseback Space.** If Landlord exercises its option to sublet the Leaseback Space:

(i) Performance by Landlord, or its designee, under a sublease of the Leaseback Space shall be deemed performance by Tenant of any similar obligation under this Lease and Tenant shall not be liable for any default under this Lease or deemed to be in default hereunder if such default is occasioned by or arises from any act or omission of the subtenant pursuant such sublease;

(ii) Tenant shall have no obligation, at the expiration or earlier termination of the Term, to remove any alteration, installation or improvement made in the Leaseback Space by Landlord (or Landlord's designee); and

(iii) Any consent required of Tenant, as Landlord under the sublease, shall be deemed granted if consent with respect thereto is granted by Landlord under this Lease, and any failure of Landlord (or its designee) to comply with the provisions of the sublease other than with respect to the payment of Rent shall not constitute a default thereunder or hereunder if Landlord shall have consented to such non-compliance.

Section 13.4 Conditions to Assignment/Subletting. (a) If Landlord does not exercise either of Landlord's options provided under **Sections 13.2** and **13.3**, and provided no Event of

Default then exists, Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld or delayed. Such consent shall be granted or denied within 60 days after delivery to Landlord of (i) the documentation and information required under **Section 13.2**, (ii) a true and complete statement reasonably detailing the identity of the proposed assignee or subtenant ("**Transferee**"), the nature of its business and its proposed use of the Premises, (iii) current financial information with respect to the Transferee, including its most recent financial statements, and (iv) any other information Landlord may reasonably request, provided that:

(A) in Landlord's reasonable judgment, the Transferee is engaged in a business or activity, and the Premises will be used in a manner, which (1) is in keeping with the then standards of the Building and the Center, (2) is for the Permitted Uses, and (3) does not violate any restrictions set forth in this Lease, any Mortgage or Superior Lease or any negative covenant as to use of the Premises required by any other lease in the Center;

(B) the Transferee is reputable with sufficient financial means to perform all of its obligations under this Lease or the sublease, as the case may be;

(C) if Landlord has, or reasonably expects to have within 6 months thereafter, comparable space available in the Center, neither the Transferee nor any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the Transferee is then an occupant of the Center;

(D) the Transferee is not a person or entity (or affiliate of a person or entity) with whom Landlord is then or has been within the prior 6 months negotiating in connection with the rental of space in the Center;

(E) there shall be not more than 2 subtenants in each floor of the Premises;

(F) the aggregate consideration to be paid by the Transferee under the terms of the proposed sublease shall not be less than 90% of the fixed rent at which Landlord is then offering to lease other space in the Building (the "**Market Sub-rent**") determined as though the Premises were vacant and taking into account (1) the length of the term of the proposed sublease, (2) any rent concessions granted to Transferee, and (3) the cost of any Alterations being performed for the Transferee;

(G) Tenant shall, upon demand, reimburse Landlord for all reasonable expenses incurred by Landlord in connection with such assignment or sublease, including any investigations as to the acceptability of the Transferee and all legal costs reasonably incurred in connection with the granting of any requested consent;

(H) Tenant shall not list the Premises to be sublet or assigned with a broker, agent or other entity or otherwise offer the Premises for subletting at a rental rate less than the Market Sub-rent; and

(I) the Transferee shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity, regardless of whether the Transferee agrees to waive such diplomatic or sovereign immunity, and shall be subject to the service of process in, and the jurisdiction of the courts of, the City and State of New York.

(b) With respect to each and every subletting and/or assignment approved by Landlord under the provisions of this Lease:

(i) the form of the proposed assignment or sublease shall be reasonably satisfactory to Landlord;

(ii) no sublease shall be for a term ending later than one day prior to the Expiration Date;

(iii) if an Event of Default occurs prior to the effective date of such assignment or subletting, then Landlord's consent thereto, if previously granted, shall be immediately deemed revoked without further notice to Tenant, and if such assignment or subletting would have been permitted without Landlord's consent pursuant to **Section 13.8**, such permission shall be void and without force and effect, and in either such case, any such assignment or subletting shall constitute a further Event of Default hereunder; and

(iv) each sublease shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate; and Tenant and each Transferee shall be deemed to have agreed that upon the occurrence and during the continuation of an Event of Default hereunder, Tenant has hereby assigned to Landlord, and Landlord may, at its option, accept such assignment of, all right, title and interest of Tenant as sublandlord under such sublease, together with all modifications, extensions and renewals thereof then in effect and such Transferee shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (A) liable for any previous act or omission of Tenant under such sublease, (B) subject to any counterclaim, offset or defense not expressly provided in such sublease, which theretofore accrued to such Transferee against Tenant, (C) bound by any previous modification of such sublease not consented to by Landlord or by any prepayment of more than one month's rent, (D) bound to return such Transferee's security deposit, if any, except to the extent Landlord shall receive actual possession of such deposit and such Transferee shall be entitled to the return of all or any portion of such deposit under the terms of its sublease, or (E) obligated to make any payment to or on behalf of such Transferee, or to perform any work in the subleased space or the Building, or in any way to prepare the subleased space for occupancy, beyond Landlord's obligations under this Lease. The provisions of this **Section 13.4(b)(iv)** shall be self-operative, and no further instrument shall be required to give effect to this provision, provided that the Transferee shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such subordination and attornment.

(c) If Landlord fails to respond to a request for consent to an assignment or subletting proposed by Tenant within 30 days after Landlord's receipt of all of the information required under **Section 13.4(a)**, Tenant shall have the right to provide Landlord with a second written request for approval (a "**Second Request**"), which shall include all material previously delivered to Landlord together with Tenant's original notice, and set forth on the first page thereof the following statement in bold capital letters: **IF LANDLORD FAILS TO RESPOND WITHIN 15 BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, THEN TENANT SHALL BE ENTITLED TO ENTER INTO THE PROPOSED [ASSIGNMENT] [SUBLEASE] DESCRIBED IN THE NOTICE ENCLOSED HERewith, WHICH WAS PREVIOUSLY SUBMITTED TO LANDLORD AND TO WHICH LANDLORD HAS FAILED TO TIMELY RESPOND.** If Landlord fails to respond to a Second Request within 15 Business Days after receipt by Landlord, the proposed assignment or sublease as to which the Second Request is submitted shall be deemed to be approved by Landlord, and Tenant shall be entitled to enter

into such transaction, provided that such assignment or sublease complies with the requirements of this **Article 13** and all other provisions of this Lease applicable thereto.

Section 13.5 Binding on Tenant; Indemnification of Landlord. Notwithstanding any assignment or subletting or any acceptance of rent by Landlord from any Transferee, Tenant shall remain fully liable for the payment of all Rent due and for the performance of all the covenants, terms and conditions contained in this Lease on Tenant's part to be observed and performed, and any default under any term, covenant or condition of this Lease by any Transferee or anyone claiming under or through any Transferee shall be deemed to be a default under this Lease by Tenant. Tenant shall indemnify, defend, protect and hold harmless Landlord from and against any and all Losses resulting from any claims that may be made against Landlord by the Transferee or anyone claiming under or through any Transferee or by any brokers or other persons or entities claiming a commission or similar compensation in connection with the proposed assignment or sublease, irrespective of whether Landlord shall give or decline to give its consent to any proposed assignment or sublease, or if Landlord shall exercise any of its options under this **Article 13**.

Section 13.6 Tenant's Failure to Complete. If Landlord consents to a proposed assignment or sublease and such assignment or sublease fails to become effective within 90 days after giving of such consent, then Tenant shall again comply with all of the provisions and conditions of **Sections 13.2, 13.3** and **13.4** before assigning this Lease or subletting all or part of the Premises.

Section 13.7 Profits. Other than with respect to transfers permitted without Landlord's consent pursuant to **Sections 13.8(a)** or transactions pursuant to **Section 13.13** below, if Tenant enters into any assignment or sublease permitted hereunder or consented to by Landlord, Tenant shall, within 60 days of Landlord's consent to such assignment or sublease, deliver to Landlord a list of Tenant's reasonable third-party brokerage fees, legal fees and architectural fees paid or to be paid in connection with such transaction and, in the case of any sublease, any actual costs incurred by Tenant in separately demising the sublet space (collectively, "**Transaction Costs**"), together with a list of all of Tenant's Property to be transferred to such Transferee. The Transaction Costs shall be amortized, on a straight-line basis, over the term of any sublease. Tenant shall deliver to Landlord evidence of the payment of any Transaction Costs within 30 days after the same are paid (and if Tenant shall fail to do so, no such fees or costs for which Tenant shall have failed to provide evidence of payment shall qualify as Transaction Costs). In consideration of such assignment or subletting, Tenant shall pay to Landlord:

(a) In the case of an assignment, on the effective date of the assignment, 50% of all sums and other consideration paid to Tenant by the Transferee for or by reason of such assignment (including sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the Transaction Costs; or

(b) In the case of a sublease, 50% of any consideration payable under the sublease to Tenant by the Transferee which exceeds on a per square foot basis the Fixed Rent and Additional Rent accruing during the term of the sublease in respect of the sublet space (together with any sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the monthly

amortized amount of Transaction Costs. The sums payable under this clause shall be paid by Tenant to Landlord monthly as and when paid by the subtenant to Tenant.

Notwithstanding the foregoing, Tenant hereby agrees that the costs incurred by Tenant in the performance of Tenant's Initial Installations in any portion(s) of the Premises that Tenant sublets (to the extent paid or reimbursed out of Landlord's Contribution (which for purposes of this **Section 13.7** shall be deemed to be \$9.10 per rentable square foot of any such sublet portion of the Premises initially demised hereunder)) shall not in any case be deemed a component of Transaction Costs.

Section 13.8 Transfers.

(a) **Related Entities.** If Tenant is a legal entity, the transfer (by one or more transfers), directly or indirectly, by operation of law or otherwise, of a majority of the stock or other beneficial ownership interest in Tenant (collectively "**Ownership Interests**") shall be deemed a voluntary assignment of this Lease; provided, however, that the provisions of this **Article 13** shall not apply to the transfer of Ownership Interests in Tenant if and so long as Tenant is publicly traded on a nationally recognized stock exchange or in connection with the initial issuance of Ownership Interests in a public offering pursuant to the Securities Act of 1933. For purposes of this Article, the term "transfers" shall be deemed to include (x) the issuance of new Ownership Interests which results in a majority of the Ownership Interests in Tenant being held by a person or entity which does not hold a majority of the Ownership Interests in Tenant on the Effective Date and (y) except as provided below, the sale or transfer of all or substantially all of the assets or Ownership Interests of Tenant in one or more transactions and the merger or consolidation or conversion of Tenant into or with another business entity. The provisions of **Sections 13.1, 13.2, 13.3, 13.4(a)** and **13.7** shall not apply to (and no recapture or termination right or profit sharing shall result from) transactions with a business entity into or with which Tenant is merged or consolidated or converted or to which substantially all of Tenant's assets are transferred so long as (i) such transfer and any assignment of lease or sublease made in connection therewith was made for a legitimate independent business purpose and not primarily for the purpose of transferring this Lease, (ii) the successor to Tenant has a net worth computed in accordance with generally accepted accounting principles at least equal to the net worth of Tenant immediately prior to such merger, consolidation or transfer, and (iii) proof reasonably satisfactory to Landlord of such net worth is delivered to Landlord at least 10 days prior to the effective date of any such transaction. Tenant may also, upon prior notice to Landlord, and without being subject to the provisions of **Sections 13.1, 13.2, 13.3, 13.4(a)** and **13.7**, (A) permit any business entity which controls, is controlled by, or is under common control with the original named Tenant (a "**Related Entity**") to sublet all or part of the Premises for any Permitted Use or (B) assign this Lease to a Related Entity, provided, in either case, the Related Entity is in Landlord's reasonable judgment of a character and engaged in a business which is in keeping with the standards for the Building and for so long as such entity remains a Related Entity. Such sublease shall not be deemed to vest in any such Related Entity any right or interest in this Lease nor shall such sublease or assignment relieve, release, impair or discharge any of Tenant's obligations (including the original named Tenant) hereunder. For the purposes hereof, "control" shall be deemed to mean ownership of not less than 50% of all of the Ownership Interests of such corporation or other business entity. Notwithstanding the foregoing, Tenant shall have no right to assign this Lease or sublease all or any portion of the Premises without Landlord's consent pursuant to this **Section 13.8** if Tenant is not the initial Tenant herein named or a person or entity who acquired Tenant's interest in this Lease in a transaction approved by Landlord or in a transaction that does not require Landlord's approval.

(b) **Applicability.** The limitations set forth in this **Section 13.8** shall apply to Transferee(s) and guarantor(s) of this Lease, if any, and any transfer by any such entity in violation of this **Section 13.8** shall be a transfer in violation of **Section 13.1**.

(c) **Modifications, Takeover Agreements.** Any modification, amendment or extension of a sublease and/or any other agreement by which a landlord of a building other than the Building (or its affiliate) agrees to assume the obligations of Tenant under this Lease shall be deemed a sublease for the purposes of **Section 13.1** hereof.

(d) If Tenant sends the notice required under **Section 13.8(a)** above, and Landlord fails to respond to such notice within 30 days after Landlord's receipt of all of the information required under **Section 13.8(a)**, Tenant shall have the right to provide Landlord with a second written request for response (a "**Second 13.8 Request**"), which shall include all material previously delivered to Landlord together with Tenant's original notice, and set forth on the first page thereof the following statement in bold capital letters: **IF LANDLORD FAILS TO RESPOND WITHIN 15 BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, THEN LANDLORD SHALL BE DEEMED TO HAVE AGREED THAT NO CONSENT IS REQUIRED TO COMPLETE THE TRANSACTION PURSUANT TO SECTION 13.8(A) AS DESCRIBED IN THE NOTICE ENCLOSED HERewith, WHICH WAS PREVIOUSLY SUBMITTED TO LANDLORD AND TO WHICH LANDLORD HAS FAILED TO TIMELY RESPOND.** If Landlord fails to respond to a Second 13.8 Request within 15 Business Days after receipt by Landlord, Landlord shall be deemed to have agreed that no consent is required to complete the proposed assignment or sublease as to which the Second 13.8 Request is submitted, and Tenant shall be entitled to enter into such transaction, provided that such assignment or sublease complies with the requirements of this **Article 13** and all other provisions of this Lease applicable thereto.

Section 13.9 Assumption of Obligations. No assignment or transfer shall be effective unless and until the Transferee executes, acknowledges and delivers to Landlord an agreement in form and substance reasonably satisfactory to Landlord whereby the assignee (a) assumes Tenant's obligations under this Lease and (b) agrees that, notwithstanding such assignment or transfer, the provisions of **Section 13.1** hereof shall be binding upon it in respect of all future assignments and transfers.

Section 13.10 Tenant's Liability. The joint and several liability of Tenant and any successors-in-interest of Tenant and the due performance of Tenant's obligations under this Lease shall not be discharged, released or impaired by any agreement or stipulation made by Landlord, or any grantee or assignee of Landlord, extending the time, or modifying any of the terms and provisions of this Lease, or by any waiver or failure of Landlord, or any grantee or assignee of Landlord, to enforce any of the terms and provisions of this Lease.

Section 13.11 Listings in Building Directory. The listing of any name other than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord's consent to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others. Any such listing shall constitute a privilege revocable in Landlord's discretion by notice to Tenant.

Section 13.12 Lease Disaffirmance or Rejection. If at any time after an assignment by Tenant named herein, this Lease is not affirmed or is rejected in any bankruptcy proceeding or any similar proceeding, or upon a termination of this Lease due to any such proceeding, Tenant named herein, upon request of Landlord given after such disaffirmance, rejection or termination (and actual notice thereof to Landlord in the event of a disaffirmance or rejection or

in the event of termination other than by act of Landlord), shall (a) pay to Landlord all Rent and other charges due and owing by the assignee to Landlord under this Lease to and including the date of such disaffirmance, rejection or termination, and (b) as "tenant," enter into a new lease of the Premises with Landlord for a term commencing on the effective date of such disaffirmance, rejection or termination and ending on the Expiration Date, at the same Rent and upon the then executory terms, covenants and conditions contained in this Lease, except that (i) the rights of Tenant named herein under the new lease shall be subject to the possessory rights of the assignee under this Lease and the possessory rights of any persons or entities claiming through or under such assignee or by virtue of any statute or of any order of any court, (ii) such new lease shall require all defaults existing under this Lease to be cured by Tenant named herein with due diligence, and (iii) such new lease shall require Tenant named herein to pay all Rent which, had this Lease not been so disaffirmed, rejected or terminated, would have become due under the provisions of this Lease after the date of such disaffirmance, rejection or termination with respect to any period prior thereto. If Tenant named herein defaults in its obligations to enter into such new lease for a period of 10 days after Landlord's request, then, in addition to all other rights and remedies by reason of default, either at law or in equity, Landlord shall have the same rights and remedies against Tenant named herein as if it had entered into such new lease and such new lease had thereafter been terminated as of the commencement date thereof by reason of Tenant's default thereunder.

Section 13.13 Permitted Users. (a) Tenant has advised Landlord that one or more persons or entities (each a "**Permitted User**") will be using space in the Premises as executive suite office space with shared office services provided by Tenant. Notwithstanding anything to the contrary in this **Section 13.13** without the consent of Landlord, but upon notice as hereinafter provided in this **Section 13.13(a)**, each Permitted User shall be allowed such use upon the following conditions (and such use shall not constitute an assignment or sublease for purposes of this **Article 13**): (i) such Permitted User shall be a reputable person, (ii) Tenant shall have no right to assign this Lease or sublet all or any part of the Premises to any Permitted User except as expressly permitted by this Lease, (iii) such Permitted User shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to service of process in, and the jurisdiction of the court of, the State of New York, (iv) such Permitted User shall not be a tenant or subtenant of the Building, unless Landlord consents otherwise, (v) such Permitted User shall not be, to Tenant's knowledge, a person or entity (or affiliate of a person or entity) to or from whom Landlord or Landlord's Agent shall have, or shall within the prior 6 months have, delivered or received a written proposal or term sheet in connection with the rental of space in the Building unless Landlord consents otherwise, (vi) the total number of Permitted Users using space pursuant to this **Section 13.13(a)** and others occupying the Premises shall not violate the capacity of the floor specified in the certificate of occupancy for the Building, (vii) there will be no separate entrances or demising walls for the Permitted Users (which demising walls will result in such Permitted User having separate access to its space from Common Areas; i.e., mere separate offices for each Permitted User accessible in common with the offices of all other Permitted Users in and of itself without more will not be deemed a violation of this clause (vii)), and (viii) the Permitted Users shall not independently provide office services. Within the earlier of (I) 15 days after permitting any Permitted User to use space in the Premises and (II) the date Tenant requests Landlord to list such Permitted User in the Building's directory, Tenant shall give notice to Landlord of such Permitted User, which notice shall (A) set forth the name and address and business of such Permitted User and each principal thereof who shall occupy the Premises, and (B) set forth the principal place of business of such Permitted User if the Premises are not the principal place of business of such Permitted User. Tenant shall notify Landlord promptly following the date that a Permitted User ceases to use the Premises.

(b) With respect to each and every Permitted User, the following shall apply: (i) the Permitted User shall have no privity of contract with Landlord and therefore shall have no rights under this Lease, and Landlord shall have no liability or obligation to the Permitted User under this Lease or for any reason whatsoever in connection with such use or occupancy, which use and occupancy shall be subject and subordinate to this Lease, (ii) each Permitted User shall use the Premises in conformity with all applicable provisions of this Lease (iii) any act or omission of such Permitted User shall be deemed to be the act or omission of Tenant under this Lease and (iv) each license or other agreement pursuant to which a Permitted User occupies any portion of the Premises shall provide by its terms that it is subject and subordinate to this Lease.

Section 13.14 Collateral Assignment. Notwithstanding anything to the contrary in this **Article 13**, Landlord shall consent to the terms of (i) the Collateral Assignment of Lease and Conditional Assumption (the "**Primary Collateral Assignment**") provided by Tenant, as assignor, to Manufacturers and Traders Trust Company ("**M&T**"), as assignee, attached hereto as **Exhibit H-1** and (ii) the Collateral Assignment of Lease and Conditional Assumption (the "**Subordinate Collateral Assignment**") and collectively, with the Primary Collateral Assignment, the "**Collateral Assignment**") provided by Tenant, as assignor, to Penta Mezzanine SBIC Fund I, L.P. ("**Penta Mezzanine**", and collectively with M&T, the "**Collateral Assignee**"), as assignee, attached hereto as **Exhibit H-2**. Tenant shall not use the Collateral Assignment to circumvent the provisions of this **Article 13**, and any transfer pursuant thereto made to so circumvent the provisions of this Article shall be null and void and of no force or effect. Any subsequent collateral assignment of this Lease by Tenant to Tenant's lender during the Term shall be subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be effectuated pursuant to a collateral assignment of this Lease in substantially the same form as that which is attached hereto as **Exhibit H-1**.

ARTICLE 14

ACCESS TO PREMISES

Section 14.1 Landlord's Access. (a) Landlord, Landlord's agents and utility service providers servicing the Building may erect, use and maintain concealed ducts, pipes and conduits in and through the Premises provided such use does not cause the usable area of the Premises to be reduced beyond a de minimis amount. Landlord shall promptly repair any damage to the Premises caused by any work performed pursuant to this **Article 14**.

(b) Landlord, any Lessor or Mortgagee and any other party designated by Landlord and their respective agents shall have the right to enter the Premises at all reasonable times, upon reasonable notice (which notice may be oral) except in the case of emergency, to examine the Premises, to show the Premises to prospective purchasers, Mortgagees, Lessors or tenants and their respective agents and representatives or others and to perform Restorative Work to the Premises or the Building.

(c) All parts (except surfaces facing the interior of the Premises) of all walls, windows and doors bounding the Premises, all balconies, terraces and roofs adjacent to the Premises, all space in or adjacent to the Premises used for shafts, stacks, stairways, mail chutes, conduits and other mechanical facilities, Building Systems, Building facilities and

Common Areas are not part of the Premises, and Landlord shall have the use thereof and access thereto through the Premises for the purposes of Building operation, maintenance, alteration and repair.

Section 14.2 Building Name. Landlord has the right at any time to change the name, number or designation by which the Building or Center is commonly known.

Section 14.3 Light and Air. If at any time any windows of the Premises are temporarily darkened or covered over by reason of any Restorative Work, any of such windows are permanently darkened or covered over due to any Requirement or there is otherwise a diminution of light, air or view by another structure which may hereafter be erected (whether or not by Landlord), Landlord shall not be liable for any damages and Tenant shall not be entitled to any compensation or abatement of any Rent, nor shall the same release Tenant from its obligations hereunder or constitute an actual or constructive eviction.

Section 14.4 Setback Use. (a) Ancillary to Tenant's use of the Premises, Landlord grants Tenant the right during the Term to use the terraces adjacent to the Premises (the "**Terraces**"). Tenant shall reimburse Landlord for any damage caused to the Terraces or other parts of the Building as a result of Tenant's use of the Terraces and Tenant shall comply with all Requirements (including, without limitation, any restrictions imposed by LPC) applicable to Tenant's use of the Terraces. All of Tenant's obligations under this Lease shall apply to the Terraces and such use, including provisions relating to compliance with Requirements, insurance, alterations, and indemnity, as if the Terraces were part of the Premises. Throughout the Term and at Tenant's sole cost and expense, Tenant shall (i) keep and maintain the Terraces in a safe condition and good order and state of repair including repair if and to the extent required under this **Section** and **Section 6.2**, (ii) comply with all Requirements applicable to the Terraces and its maintenance, (iii) comply with all precautions and safeguards, if any, reasonably required by Landlord and Landlord's insurance company with respect to Tenant's use of the Terraces, (iv) comply with all of Landlord's rules and regulations from time to time in effect governing the use of terraces and/or setbacks, including any wind or storm management procedures, and (v) not disturb any tenant or other occupant of the Center in connection with Tenant's use of the Terraces.

(b) Without limiting the generality of the foregoing provisions of this **Section 14.4**, Tenant shall obtain all permits and licenses required by any Governmental Authority with respect to Tenant's use of the Terraces, renew all such permits and licenses as and when required by applicable Requirements and pay promptly as and when due all taxes, license, permit and other fees or charges imposed in respect thereof. Tenant shall not alter the Terraces or affix anything to the Terraces other than outdoor furniture and/or other appropriate and related items approved by Landlord and installed in a manner, and located as, approved by Landlord. Such furniture and other appropriate and related items shall be maintained and secured so as to minimize any risk, in case of a windstorm or otherwise, of any property moving and causing injury or damage to persons or property. No such furniture or installations on the Terraces shall exceed the height of the parapet wall of the Terraces or be visible from the street.

(c) Notwithstanding any of the foregoing to the contrary, but subject to Requirements, Tenant shall not use the Terraces for gatherings of more than 74 people at any time, unless Tenant obtains from time to time a temporary public assembly permit in accordance with applicable Requirements allowing in excess of 74 people at any one time. Landlord shall, at Tenant's sole cost and expense (which shall be Landlord's reasonable and actual out-of-pocket costs), cooperate with Tenant in all reasonable respects in connection with obtaining such

temporary public assembly permit. Tenant shall reimburse Landlord for all out-of-pocket costs in connection with such application and cooperation from time to time within 30 days after demand therefor. Tenant shall not license the use of the Terraces to any third party.

(d) If Tenant shall fail to remedy any violation of this **Section 14.4** within 2 Business Days after Landlord shall give Tenant notice of any such violation or if Landlord or Tenant shall receive a complaint from any Governmental Authority in respect of the use of the Terraces, Landlord shall have the right to immediately revoke Tenant's right to use the Terraces pursuant to this **Section 14.4** until Tenant remedies such violation or complaint, or if Landlord shall give two such notices in any six month period, Landlord shall have the right to immediately revoke Tenant's right to use the Terraces pursuant to this **Section 14.4**.

(e) Tenant acknowledges and agrees that the right granted Tenant under this **Section 14.4** shall not be deemed to grant Tenant a leasehold or other real property interest in the Terraces. Landlord, its employees, agents and contractors shall have the right to enter the Terraces at all reasonable times for the performance of maintenance and Restorative Work or for the operation of the Building. Landlord shall provide prior reasonable notice to Tenant of such access, except in the event of an emergency in which no notice shall be required. Without limiting the foregoing, Tenant expressly acknowledges and agrees that Landlord, its employees, agents and contractors utilize the Terraces in connection with the operation and maintenance of the Center and related events intended to enhance the environment of the Center and neighboring areas. There shall be no Rent abatement or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord, by reason of inconvenience, annoyance or injury to business arising from any such access to the Terraces by Landlord, its employees, agents and contractors, from the performance of any such maintenance or Restorative Work or the operation of the Building, or from the storage of any materials in connection therewith. Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Terraces and shall use reasonable efforts to perform any maintenance and Restorative Work efficiently.

ARTICLE 15

DEFAULT

Section 15.1 Tenant's Defaults. Each of the following events shall be an "Event of Default" hereunder:

(a) Tenant fails to pay when due any installment of Rent and such default shall continue for 30 days after notice of such default is given to Tenant, except that if Landlord shall have given two such notices of default in the payment of any Rent in any 12-month period, Tenant shall not be entitled to any further notice of its delinquency in the payment of any Rent or an extended period in which to make payment until such time as 12 consecutive months shall have elapsed without Tenant having failed to make any such payment when due, and the occurrence of any default in the payment of any Rent within such 12-month period after the giving of 2 such notices shall constitute an Event of Default; or

(b) Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure continues for more than 30 days after notice by Landlord to Tenant of such default, or if such default (other than a default under **Article 3**) is of a nature that

it cannot be completely remedied within 30 days, failure by Tenant to commence to remedy such failure within said 30 days, and thereafter diligently prosecute to completion all steps necessary to remedy such default, provided in all events the same is completed within 90 days; or

(c) if Landlord applies or retains any part of the security held by it hereunder, and Tenant fails to deposit with Landlord the amount so applied or retained by Landlord, or to provide Landlord with a replacement Letter of Credit (as hereinafter defined), if applicable, within 30 days after notice by Landlord to Tenant stating the amount applied or retained; or

(d) Tenant defaults in the observance or performance of any term, covenant or condition on Tenant's part to be observed or performed under any other lease with Landlord or Landlord's predecessor-in-interest for space in the Center and such default shall continue beyond any grace period set forth in such other lease for the remedying of such default; or

(e) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property and such petition, case or proceeding shall not be discharged or vacated within 30 days from the date of entry thereof; or

(f) a court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a trustee, receiver or liquidator of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 30 days from the date of entry thereof; or

(g) if any Guarantor shall fail to perform any of its obligations under its Guaranty of Lease from the applicable Guarantor in favor of Landlord, guarantying the payment and performance by Tenant of its obligations under this Lease, within 30 days after notice by Landlord to any such Guarantor of a default by Tenant under this Lease; or

(h) if any Guarantor or any assignor of this Lease admits in writing its inability to pay its debts as they become due or is subject to the filing of a petition, case or proceeding in bankruptcy and such petition, case or proceeding shall not be discharged or vacated within 30 days from the date of entry thereof.

Upon the occurrence of any one or more of such Events of Default, Landlord may, at its sole option, give to Tenant 3 days' notice of cancellation of this Lease (or of Tenant's possession of the Premises), in which event this Lease and the Term (or Tenant's possession of the Premises) shall terminate (whether or not the Term shall have commenced) with the same force and effect as if the date set forth in the notice was the Expiration Date stated herein; and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable for damages as provided in this **Article 15**. Any notice of cancellation of the Term (or Tenant's possession of the Premises) may be given simultaneously with any notice of default given to

Tenant. Any notices of default provided to Tenant pursuant to this **Article 15** shall be simultaneously given to any Collateral Assignee.

Section 15.2 Landlord's Remedies.

(a) **Possession/Reletting.** If any Event of Default occurs and this Lease and the Term, or Tenant's right to possession of the Premises, terminate as provided in **Section 15.1**:

(i) **Surrender of Possession.** Tenant shall quit and surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such termination, re-enter the Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or otherwise in accordance with applicable legal proceedings (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other persons or entities from the Premises and remove any and all of their property and effects from the Premises.

(ii) **Landlord's Reletting.** Landlord, at Landlord's option, may relet all or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the Expiration Date, at such rental and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. However, to the extent required by law, Landlord shall use reasonable efforts to mitigate its damages but shall not be required to divert prospective tenants from any other portions of the Building or the Center. Landlord, at Landlord's option, may make such alterations, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(b) **Tenant's Waiver.** Tenant, on its own behalf and on behalf of all persons or entities claiming through or under Tenant, including all creditors, hereby waives all rights which Tenant and all such persons or entities might otherwise have under any Requirement (i) to the service of any notice of intention to re-enter or to institute legal proceedings, (ii) to redeem, or to re-enter or repossess the Premises, or (iii) to restore the operation of this Lease, after (A) Tenant shall have been dispossessed by judgment or by warrant of any court or judge, (B) any re-entry by Landlord, or (C) any expiration or early termination of the term of this Lease, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-enter," "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

(c) **Tenant's Breach.** Upon the breach or threatened breach by Tenant, or any persons or entities claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach and to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach. The rights to invoke the remedies set forth

above are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

Section 15.3 Landlord's Damages.

(a) **Amount of Damages.** If this Lease and the Term, or Tenant's right to possession of the Premises, terminate as provided in **Section 15.1**, then:

(i) Tenant shall pay to Landlord all items of Rent payable under this Lease by Tenant to Landlord prior to the date of termination;

(ii) Landlord may retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent, a security deposit or otherwise, which monies, to the extent not otherwise applied to amounts due and owing to Landlord, shall be credited by Landlord against any damages payable by Tenant to Landlord;

(iii) Tenant shall pay to Landlord, in monthly installments, on the days specified in this Lease for payment of installments of Fixed Rent, any Deficiency; it being understood that Landlord shall be entitled to recover the Deficiency from Tenant each month as the same shall arise, and no suit to collect the amount of the Deficiency for any month, shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iv) whether or not Landlord shall have collected any monthly Deficiency, Tenant shall pay to Landlord, on demand, in lieu of any further Deficiency and as liquidated and agreed final damages, a sum equal to the amount by which the Rent for the period which otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent during such period to be the same as was payable for the year immediately preceding such termination or re-entry, increased in each succeeding year by 4% (on a compounded basis)) exceeds the then fair and reasonable rental value of the Premises, for the same period (with both amounts being discounted to present value at a rate of interest equal to 2% below the then Base Rate) less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of **Section 15.3(a)(iii)** for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

(b) **Reletting.** If the Premises, or any part thereof, shall be relet together with other space in the Building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this **Section 15.3**. Tenant shall not be entitled to any rents collected or payable under any reletting, whether or not such rents exceeds the Fixed Rent reserved in this Lease. Nothing contained in **Article 15** shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any Requirement, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in this **Section 15.3**.

Section 15.4 Interest. If any payment of Rent is not paid when due, interest shall accrue on such payment, from the date such payment became due until paid at the Interest

Rate. Tenant acknowledges that late payment by Tenant of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any note secured by a Mortgage covering the Premises. Therefore, in addition to interest, if any amount is not paid when due, a late charge equal to 5% of such amount shall be assessed, provided, however, that on 2 occasions during any calendar year of the Term, Landlord shall give Tenant notice of such late payment and Tenant shall have a period of 5 days thereafter in which to make such payment before any late charge is assessed. Such interest and late charges are separate and cumulative and are in addition to and shall not diminish or represent a substitute for any of Landlord's rights or remedies under any other provision of this Lease.

Section 15.5 Other Rights of Landlord. If Tenant fails to pay any Additional Rent when due, Landlord, in addition to any other right or remedy, shall have the same rights and remedies as in the case of a default by Tenant in the payment of Fixed Rent. If Tenant is in arrears in the payment of Rent, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Landlord may apply any payments made by Tenant to any items Landlord sees fit, regardless of any request by Tenant. Landlord reserves the right, without liability to Tenant and without constituting any claim of constructive eviction, to suspend furnishing or rendering to Tenant any property, material, labor, utility or other service, whenever Landlord is obligated to furnish or render the same at the expense of Tenant, in the event that (but only for so long as) Tenant is in arrears in paying Landlord for such items for more than 5 days after notice from Landlord to Tenant demanding the payment of such arrears.

ARTICLE 16

LANDLORD'S RIGHT TO CURE; FEES AND EXPENSES

If Tenant defaults in the performance of its obligations under this Lease, Landlord, without waiving such default, may perform such obligations at Tenant's expense: (a) immediately, and without notice, in the case of emergency or if the default (i) materially interferes with the use by any other tenant of the Building, (ii) materially interferes with the efficient operation of the Building, (iii) results in a violation of any Requirement, or (iv) results or will result in a cancellation of any insurance policy maintained by Landlord, and (b) in any other case if such default continues after 10 days from the date Landlord gives notice of Landlord's intention to perform the defaulted obligation. All costs and expenses incurred by Landlord in connection with any such performance by it and all costs and expenses, including reasonable counsel fees and disbursements, incurred by Landlord as a result of any default by Tenant under this Lease or in any action or proceeding (including any unlawful detainer proceeding) brought by Landlord or in which Landlord is a party to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Premises, shall be paid by Tenant to Landlord on demand, with interest thereon at the Interest Rate from the date incurred by Landlord. Except as expressly provided to the contrary in this Lease, all costs and expenses which, pursuant to this Lease are incurred by Landlord and payable to Landlord by Tenant, and all charges, amounts and sums payable to Landlord by Tenant for any property, material, labor, utility or other services which, pursuant to this Lease or at the request and for the account of Tenant, are provided, furnished or rendered by Landlord, shall become due and payable by Tenant to Landlord within 10 Business Days after receipt of Landlord's invoice for such amount.

ARTICLE 17

NO REPRESENTATIONS BY LANDLORD; LANDLORD'S APPROVAL

Section 17.1 No Representations. Except as expressly set forth herein, Landlord and Landlord's agents have made no warranties, representations, statements or promises with respect to the Building, the Real Property, the Center or the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. Tenant is entering into this Lease after full investigation and is not relying upon any statement or representation made by Landlord not embodied in this Lease.

Section 17.2 No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall Landlord be liable for, and Tenant, on behalf of itself and all other Tenant Parties, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease.

Section 17.3 Reasonable Efforts. For purposes of this Lease, "reasonable efforts" by Landlord shall not include an obligation to employ contractors or labor at overtime or other premium pay rates or to incur any other overtime costs or additional expenses whatsoever.

ARTICLE 18

END OF TERM

Section 18.1 Expiration. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises to Landlord vacant, broom clean and in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove all of Tenant's Property and Tenant's Specialty Alterations as may be required pursuant to **Article 5**.

Section 18.2 Holdover Rent. Landlord and Tenant recognize that Landlord's damages resulting from Tenant's failure to timely surrender possession of the Premises may be substantial, may exceed the amount of the Rent payable hereunder, and will be impossible to accurately measure. Accordingly, if possession of the Premises is not surrendered to Landlord on the Expiration Date or sooner termination of this Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall (a) pay to Landlord for each month (or any portion thereof) during which Tenant holds over in the Premises after the Expiration Date or sooner termination of the Term, a sum equal to the greater of (i) one and one-half times the Fixed Rent plus one and one-half times Tenant's Tax Payment plus one and one-half times Tenant's Operating Payment payable under this Lease for the last full calendar month of the Term in the case of the first month (or any portion thereof) of any holdover and two times the Fixed Rent plus two times Tenant's Tax Payment plus two times Tenant's Operating Payment payable under this Lease for the last full calendar month of the Term in the case of any month (or any portion thereof) thereafter, and (ii) one and one-half times the rent per month

Landlord is then asking for comparable space in the Building in the case of the first month (or any portion thereof) of any holdover and two times the rent per month Landlord is then asking for comparable space in the Building thereafter or, if no comparable space is then available in the Building, the fair market rental value of the Premises for such month (as reasonably determined by Landlord), (b) if Tenant (or anyone claiming by, through or under Tenant) holds over in the Premises past 30 days after the Expiration Date or earlier termination of the Term, be liable to Landlord for (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises (a "New Tenant") in order to induce such New Tenant not to terminate its lease by reason of the holding-over by Tenant, and (ii) the loss of the benefit of the bargain if any New Tenant shall terminate its lease by reason of the holding-over by Tenant, and (c) if Tenant (or anyone claiming by, through or under Tenant) holds over in the Premises past 30 days after the Expiration Date or earlier termination of the Term, indemnify Landlord against all claims for damages by any New Tenant. No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of this Lease shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this **Section 18.2**.

Section 18.3 Waiver of Stay. Tenant expressly waives, for itself and for any person or entity claiming through or under Tenant, any rights which Tenant or any such person or entity may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor Requirement of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this **Article 18**.

ARTICLE 19

QUIET ENJOYMENT

Provided this Lease is in full force and effect and no Event of Default then exists, Tenant may peaceably and quietly enjoy the Premises without hindrance by Landlord or any person lawfully claiming through or under Landlord, subject to the terms and conditions of this Lease and to all Superior Leases and Mortgages.

ARTICLE 20

NO SURRENDER; NO WAIVER

Section 20.1 No Surrender or Release. No act or thing done by Landlord or Landlord's agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing and is signed by Landlord.

Section 20.2 No Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations, shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or the Rules and Regulations, or of the right to exercise such election but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of any Rent

payable pursuant to this Lease or any other sums with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than a payment on account of the earliest stipulated Rent, or as Landlord may elect to apply such payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

ARTICLE 21

WAIVER OF TRIAL BY JURY; COUNTERCLAIM

Section 21.1 Jury Trial Waiver. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.

Section 21.2 Waiver of Counterclaim. If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any counterclaim of any nature or description in any such proceeding (unless failure to interpose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant.

ARTICLE 22

NOTICES

Except as otherwise expressly provided in this Lease, all consents, notices, demands, requests, approvals or other communications given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by hand (provided a signed receipt is obtained) or if sent by registered or certified mail (return receipt requested) or by a nationally recognized overnight delivery service making receipted deliveries, addressed to Landlord and Tenant as set forth in **Article 1**, and to any Mortgagee or Lessor who shall require copies of notices and whose address is provided to Tenant, or to such other address(es) as Landlord, Tenant or any Mortgagee or Lessor may designate as its new address(es) for such purpose by notice given to the other in accordance with the provisions of this **Article 22**. Any such approval, consent, notice, demand, request or other communication shall be deemed to have been given on the date of receipted delivery, refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice is given or 3 Business Days after it shall have been mailed as provided in this **Article 22**, whichever is earlier.

ARTICLE 23

RULES AND REGULATIONS

All Tenant Parties shall observe and comply with the Rules and Regulations, as supplemented or amended from time to time. Landlord reserves the right, from time to time, to adopt additional Rules and Regulations and to amend the Rules and Regulations then in effect. Nothing contained in this Lease shall impose upon Landlord any obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease against any other Building tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors or licensees, provided that Landlord shall enforce any of the Rules and Regulations against Tenant in a non-discriminatory fashion.

ARTICLE 24

BROKER

Landlord has retained Landlord's Agent as leasing agent in connection with this Lease and Landlord will be solely responsible for any fee that may be payable to Landlord's Agent. Landlord agrees to pay a commission to Tenant's Broker pursuant to a separate agreement. Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Lease other than Landlord's Agent and Tenant's Broker. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all Losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent (other than Landlord's Agent and Tenant's Broker) arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, and/or the above representation being false.

ARTICLE 25

INDEMNITY

Section 25.1 Tenant's Indemnity. Tenant shall not do or permit to be done any act or thing upon the Premises, the Building or the Center which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of any Requirement, and shall exercise such control over the Premises as to fully protect Landlord against any such liability. Tenant shall indemnify, defend, protect and hold harmless each of the Indemnitees from and against any and all Losses, resulting from any claims (i) against the Indemnitees arising from any act, omission or negligence of all Tenant Parties, (ii) against the Indemnitees arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring in or about the Premises, and (iii) against the Indemnitees resulting from any breach, violation or nonperformance of any covenant, condition or agreement of this Lease on the part of Tenant to be fulfilled, kept, observed or performed.

Section 25.2 Landlord's Indemnity. Landlord shall indemnify, defend and hold harmless Tenant from and against all Losses incurred by Tenant arising from (i) any accident, injury or damage whatsoever caused to any person or the property of any person in or about the Common Areas (specifically excluding the Premises) to the extent attributable to the gross

negligence or willful misconduct of Landlord or its employees or agents or (ii) third-party claims against Tenant resulting from any breach, violation or nonperformance of any covenant, condition or agreement of this Lease on the part of Landlord to be fulfilled, kept, observed or performed.

Section 25.3 Defense and Settlement. If any claim, action or proceeding is made or brought against any indemnified party, then upon demand by the indemnified party, the indemnifying party, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the indemnified party's name (if necessary), by attorneys approved by the indemnified party, which approval shall not be unreasonably withheld (attorneys for the indemnifying party's insurer shall be deemed approved for purposes of this **Section 25.3**). Notwithstanding the foregoing, an indemnified party may retain its own attorneys to participate or assist in defending any claim, action or proceeding involving potential liability in excess of the amount available under the indemnifying party's liability insurance carried for such claim and the indemnifying party shall pay the reasonable fees and disbursements of such attorneys. If the indemnifying party fails to diligently defend or if there is a legal conflict or other conflict of interest, then the indemnified party may retain separate counsel at the indemnifying party's reasonable expense. Notwithstanding anything herein contained to the contrary, the indemnifying party may direct the indemnified party to settle any claim, suit or other proceeding provided that (a) such settlement shall involve no obligation on the part of the indemnified party other than the payment of money, (b) any payments to be made pursuant to such settlement shall be paid in full exclusively by the indemnifying party at the time such settlement is reached, (c) such settlement shall not require the indemnified party to admit any liability, and (d) the indemnified party shall have received an unconditional release from the other parties to such claim, suit or other proceeding.

ARTICLE 26

MISCELLANEOUS

Section 26.1 Delivery. This Lease shall not be binding upon Landlord or Tenant unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant.

Section 26.2 Transfer of Real Property. Landlord's obligations under this Lease shall not be binding upon the Landlord named herein after the sale, conveyance, assignment or transfer (collectively, a "**Transfer**") by such Landlord (or upon any subsequent landlord after the Transfer by such subsequent landlord) of its interest in the Building or the Real Property, as the case may be, and in the event of any such Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of Transfer, and the transferee of Landlord's interest (or that of such subsequent Landlord) in the Building or the Real Property, as the case may be, shall be deemed to have assumed all obligations under this Lease arising from and after the date of Transfer.

Section 26.3 Limitation on Liability. The liability of Landlord for Landlord's obligations under this Lease shall be limited to Landlord's interest in the Real Property and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "**Parties**") in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none

of the Parties shall be personally liable for the performance of Landlord's obligations under this Lease.

Section 26.4 Rent. All amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated Fixed Rent, Tenant's Tax Payment, Tenant's Operating Payment, Additional Rent or Rent, shall constitute rent for the purposes of Section 502(b)(6) of the United States Bankruptcy Code.

Section 26.5 Entire Document. This Lease (including any Schedules and Exhibits referred to herein and all supplementary agreements provided for herein) contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease. All of the Schedules and Exhibits attached hereto are incorporated in and made a part of this Lease, provided that in the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the Schedules and Exhibits hereto, the terms and provisions of this Lease shall control.

Section 26.6 Governing Law. This Lease shall be governed in all respects by the laws of the State of New York.

Section 26.7 Unenforceability. If any provision of this Lease, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or entity or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 26.8 Lease Disputes. (a) Tenant agrees that all disputes arising, directly or indirectly, out of or relating to this Lease, and all actions to enforce this Lease, shall be dealt with and adjudicated in the state courts of the State of New York or the federal courts for the Southern District of New York and for that purpose hereby expressly and irrevocably submits itself to the jurisdiction of such courts. Tenant agrees that so far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Lease, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon it in any such court.

(b) To the extent that Tenant has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Tenant irrevocably waives such immunity in respect of its obligations under this Lease.

Section 26.9 Landlord's Agent. Unless Landlord delivers notice to Tenant to the contrary, Landlord's Agent is authorized to act as Landlord's agent in connection with the performance of this Lease, and Tenant shall be entitled to rely upon correspondence received from Landlord's Agent. Tenant acknowledges that Landlord's Agent is acting solely as agent for Landlord in connection with the foregoing; and neither Landlord's Agent nor any of its direct or indirect partners, members, managers, officers, shareholders, directors, employees, principals, agents or representatives shall have any liability to Tenant in connection with the performance of this Lease, and Tenant waives any and all claims against any and all of such parties arising out of, or in any way connected with, this Lease, the Building, the Real Property or the Center.

Section 26.10 Estoppel. Within 7 days following request from Landlord, any Mortgagee or any Lessor, Tenant shall deliver to Landlord a statement executed and acknowledged by Tenant, in form reasonably satisfactory to Landlord, (a) stating the Commencement Date, the Rent Commencement Date and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Fixed Rent and any Additional Rent have been paid, together with the amount of monthly Fixed Rent and Additional, Rent then payable, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Landlord is in default, setting forth the specific nature of all such defaults, (d) stating the amount of the security deposit, if any, under this Lease, (e) stating whether there are any subleases or assignments affecting the Premises, (f) stating the address of Tenant to which all notices and communications under the Lease shall be sent, and (g) responding to any other matters reasonably requested by Landlord, such as Mortgagee or such Lessor. Tenant acknowledges that any statement delivered pursuant to this **Section 26.10** may be relied upon by any purchaser or owner of the Real Property or the Building, or all or any portion of Landlord's interest in the Real Property or the Building or any Superior Lease, or by any Mortgagee, or assignee thereof or by any Lessor, or assignee thereof.

Section 26.11 Certain Interpretational Rules. For purposes of this Lease, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Lease shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

Section 26.12 Parties Bound. The terms, covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, to their respective legal representatives, successors, and assigns.

Section 26.13 Memorandum of Lease. This Lease shall not be recorded; however, at Landlord's request, Landlord and Tenant shall promptly execute, acknowledge and deliver a memorandum with respect to this Lease sufficient for recording and Landlord may record the memorandum. Within 10 days after the end of the Term, Tenant shall enter into such documentation as is reasonably required by Landlord to remove the memorandum of record.

Section 26.14 Counterparts. This Lease may be executed in 2 or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. An executed counterpart of this Lease transmitted by facsimile, email or other electronic transmission shall be deemed an original counterpart and shall be as effective as an original counterpart of this Lease and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

Section 26.15 Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the

rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to any Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

Section 26.16 Inability to Perform. This Lease and the obligation of Tenant to pay Rent and to perform all of the other covenants and agreements of Tenant hereunder shall not be affected, impaired or excused by any Unavoidable Delays. Landlord shall use reasonable efforts to promptly notify Tenant of any Unavoidable Delay which prevents Landlord from fulfilling any of its obligations under this Lease.

Section 26.17 Vault Space. Notwithstanding anything contained in this Lease or indicated on any sketch, blueprint or plan, no vaults, vault space or other space outside the boundaries of the Real Property are included in the Premises. Landlord makes no representation as to the location of the boundaries of the Real Property. All vaults and vault space and all other space outside the boundaries of the Real Property which Tenant may be permitted to use or occupy are to be used or occupied under a revocable license. If any such license shall be revoked, or if the amount of such space shall be diminished as required by any Governmental Authority or by any public utility company, such revocation, diminution or requisition shall not (a) constitute an actual or constructive eviction, in whole or in part, (b) entitle Tenant to any abatement or diminution of Rent, (c) relieve Tenant from any of its obligations under this Lease, or (d) impose any liability upon Landlord. Any fee, tax or charge imposed by any Governmental Authority for any such vaults, vault space or other space occupied by Tenant shall be paid by Tenant.

Section 26.18 Adjacent Excavation; Shoring. If an excavation shall be made, or shall be authorized to be made, upon land adjacent to the Real Property, Tenant shall, upon notice, afford to the person or entity causing or authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as such person or entity shall deem necessary to preserve the wall of the Building or any part of the Center from injury or damage and to support the same by proper foundations. In connection with such license, Tenant shall have no right to claim any damages or indemnity against Landlord, or diminution or abatement of Rent, provided that Tenant shall continue to have access to the Premises.

Section 26.19 No Development Rights. Tenant acknowledges that it has no rights to any development rights, air rights or comparable rights appurtenant to the Real Property and Tenant consents, without further consideration, to any utilization of such rights by Landlord. Tenant shall promptly execute and deliver any instruments which may be requested by Landlord, including instruments merging zoning lots, evidencing such acknowledgment and consent. The provisions of this **Section 26.19** shall be construed as an express waiver by Tenant of any interest Tenant may have as a "party in interest" (as such term is defined in Section 12-10 of Zoning Lot of the Zoning Resolution of the City of New York) in the Real Property.

Section 26.20 Employee Population Reports. Tenant shall, within 30 days after the first day of each calendar year, deliver to Landlord a written statement setting forth the reasonably estimated population of employees employed by Tenant that maintain a full-time office within the Premises. To the extent that an employee does not maintain a full-time office therein, such employee shall be included in Tenant's estimate proportionately, based on the equivalent to a full time employee (i.e. two employees each spending 50% of their time at the Premises are the equivalent of one full-time employee). Such estimate shall be calculated as of

the first day of each calendar year and shall include any such other information as Landlord shall reasonably request.

Section 26.21 Tax Status of Beneficial Owner. Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord may from time to time qualify as real estate investment trusts pursuant to Sections 856, et seq. of the Internal Revenue Code and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of this Lease that does not constitute "rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an "Adverse Event") is of material concern to Landlord and such beneficial owners. In the event that this Lease or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, Tenant agrees to cooperate with Landlord in negotiating an amendment or modification thereof and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification. Any amendment or modification pursuant to this **Section 26.21** shall be structured so that the economic results to Landlord and Tenant shall be substantially similar to those set forth in this Lease without regard to such amendment or modification. Without limiting any of Landlord's other rights under this **Section 26.21**, Landlord may waive the receipt of any amount payable to Landlord hereunder and such waiver shall constitute an amendment or modification of this Lease with respect to such payment. Tenant expressly covenants and agrees not to enter into any sublease or assignment which provides for rental or other payment for such use, occupancy, or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported sublease or assignment shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Premises.

Section 26.22 Fees and Expenses. If Landlord and Tenant are involved in any litigation regarding the performance of any of their obligations under this Lease, the unsuccessful party by final unappealable order, decree or judgment by a court of competent jurisdiction in such litigation shall reimburse the successful party for all reasonable legal fees and expenses incurred by such successful party in connection with obtaining such final unappealable order, decree or judgment.

Section 26.23 Authority. Tenant represents and warrants to Landlord that this Lease has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant. Landlord represents and warrants to Tenant that this Lease has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

ARTICLE 27

LETTER OF CREDIT

Section 27.1 Letter of Credit. Tenant shall deliver to Landlord, upon Tenant's execution of this Lease, a Letter of Credit (as hereinafter defined) in the amount specified in **Article 1** as a guaranty for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Lease. The letter of credit shall be in the form of a clean, irrevocable, non-documentary and unconditional stand-by letter of credit (the "**Letter of Credit**") issued by and drawable upon any commercial bank, trust company, national banking association or savings and loan association with offices for banking purposes in the City of New

York (the "**Issuing Bank**") and in the event that the Issuing Bank is not located in the United States, the Letter of Credit shall be confirmed by any commercial bank, trust company, national banking association or savings and loan association with offices for banking purposes in the City of New York (the "**Confirming Bank**"), which, in each case, has outstanding unsecured, uninsured and unguaranteed indebtedness that is then rated, without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation, "A" or better by Moody's Investors Service and "A" or better by Standard & Poor's Rating Service, and has combined capital, surplus and undivided profits of not less than \$2,000,000,000. The Letter of Credit shall (a) name Landlord as beneficiary, (b) have a term of not less than one year, (c) permit multiple drawings, (d) be fully transferable by Landlord without the payment of any fees or charges by Landlord, and (e) otherwise be in form and content satisfactory to Landlord. If upon any transfer of the Letter of Credit any fees or charges shall be so imposed, then such fees or charges shall be payable solely by Tenant and the Letter of Credit shall specify that it is transferable without charge to Landlord. If Landlord pays any such fees or charges, Tenant shall reimburse Landlord therefor upon demand. The Letter of Credit and any confirmation thereof shall provide that it shall be automatically renewed (and confirmed, if required), without amendment or need for any other action, for consecutive periods of one year each thereafter during the Term, as the same may be extended (and in no event shall the Letter of Credit expire prior to the 45th day following the Expiration Date) unless the Issuing Bank or Confirming Bank sends duplicate notices (the "**Non-Renewal Notices**") to Landlord by registered or certified mail, return receipt requested (one of which shall be addressed "Attention, Chief Legal Officer" and the other of which shall be addressed "Attention, Chief Financial Officer"), not less than 45 days next preceding the then expiration date of the Letter of Credit stating that the Issuing Bank has elected not to renew the Letter of Credit or that the Confirming Bank has elected not to continue to confirm the Letter of Credit, as the case may be. The Issuing Bank shall agree with all beneficiaries, drawers, endorsers, transferees and bona fide holders that drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored upon presentation to the Issuing Bank (or Confirming Bank, if applicable) at an office location in New York, New York. The Letter of Credit shall be subject in all respects to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590. If Tenant exercises its option to extend the Term pursuant to **Article 29** of this Lease then, not later than 90 days prior to the commencement of the Renewal Term, Tenant shall deliver to Landlord a new Letter of Credit or certificate of renewal or extension evidencing that the expiration date of the Letter of Credit is at least 45 days after the expiration of the Renewal Term.

Section 27.2 Application of Proceeds of Letter of Credit. If (a) an Event of Default by Tenant occurs in the payment or performance of any of the terms, covenants or conditions of this Lease, including the payment of Rent, (b) Tenant fails to make any installment of Rent as and when due during the pendency of any insolvency or bankruptcy proceeding brought by or against Tenant, (c) Landlord receives a Non-Renewal Notice or (d) the credit rating of the Issuing Bank has been downgraded below the rating specified above and Tenant has failed to deliver a new Letter of Credit from a bank with a credit rating meeting the standard specified above and otherwise meeting the requirements set forth in this **Article 27** within 30 days following notice from Landlord, Landlord shall have the right by sight draft to draw, at its election, all or a portion of the proceeds of the Letter of Credit and thereafter hold, use, apply, or retain the whole or any part of such proceeds, (x) to the extent required for the payment of any Fixed Rent or any other sum as to which Tenant is in default including (i) any sum which Landlord may expend or may be required to expend by reason of Tenant's default, and/or (ii) any damages to which Landlord is entitled pursuant to this Lease, whether such damages accrue before or after summary proceedings or other reentry by Landlord and/or (y) as cash proceeds to guaranty Tenant's obligations hereunder, unless and until Tenant delivers to

Landlord a substitute Letter of Credit which meets the requirements of this **Article 27**, provided at such time no default or Event of Default by Tenant has occurred and is continuing, in which event Landlord shall have no obligation to accept such substitute Letter of Credit and shall have the right to retain the cash proceeds. If Landlord applies any part of the cash proceeds of the Letter of Credit, Tenant shall promptly thereafter amend the Letter of Credit to increase the amount thereof by the amount so applied or provide Landlord with an additional Letter of Credit in the amount so applied so that Landlord shall have the full amount thereof on hand at all times during the Term. If Tenant shall comply with all of the terms, covenants and conditions of this Lease, the Letter of Credit or the cash proceeds thereof, as the case may be, shall be returned to Tenant after the Expiration Date and after delivery of possession of the Premises to Landlord in the manner required by this Lease.

Section 27.3 Transfer. Upon a sale or other transfer of the Real Property or the Building, Landlord shall transfer the Letter of Credit or the cash proceeds to its transferee. With respect to the Letter of Credit, within 5 Business Days after notice of such transfer, Tenant, at its sole cost, shall (if required by Landlord) arrange for the transfer of the Letter of Credit to the new landlord, as designated by Landlord in the foregoing notice or have the Letter of Credit reissued in the name of the new landlord. Upon such transfer, Tenant shall look solely to the new landlord for the return of the Letter of Credit or the cash proceeds and thereupon Landlord shall without any further agreement between the parties be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Letter of Credit or the cash proceeds to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the Letter of Credit or the cash proceeds and neither Landlord nor its successors or assigns shall be bound by any such action or attempted assignment, or encumbrance.

ARTICLE 28

INTENTIONALLY OMITTED

ARTICLE 29

RENEWAL TERM

Section 29.1 Renewal Term. Tenant shall have the right to renew the Term for all of the Premises for one renewal term of 5 years (the "**Renewal Term**") commencing on the day after the expiration of the initial Term (the "**Renewal Term Commencement Date**") and ending on the day preceding the 5 anniversary of the Renewal Term Commencement Date, unless the Renewal Term shall sooner terminate pursuant to any of the terms of this Lease or otherwise. The Renewal Term shall commence only if (a) Tenant notifies Landlord (the "**Exercise Notice**") of Tenant's exercise of such renewal right not later than 15 months prior to the Expiration Date, (b) at the time of the exercise of such right and immediately prior to the Renewal Term Commencement Date, no Event of Default shall have occurred and be continuing hereunder, and (c) the Tenant named herein (i.e., 1270 Offices Suites, LLC) and/or Related Entities and/or its Permitted Users occupy at least 90% of the Premises (the "**Occupancy Threshold**") at the time the Exercise Notice is given. Time is of the essence with respect to the giving of the Exercise Notice. The Renewal Term shall be upon all of the agreements, terms, covenants and conditions of this Lease, except that (w) the Fixed Rent shall be determined as provided in **Section 29.2**, (x) Tenant shall have no further right to renew the Term, (y) the Base Tax Year

shall be the Tax Year commencing on the July 1st of the calendar year in which the Renewal Term Commencement Date occurs, and (z) the Base Expense Year shall be the calendar year commencing on the January 1st of the calendar year in which the Renewal Term Commencement Date occurs. Upon the commencement of the Renewal Term, (1) the Renewal Term shall be added to and become part of the Term, (2) any reference to "this Lease", to the "Term", the "term of this Lease" or any similar expression shall be deemed to include the Renewal Term, and (3) the expiration of the Renewal Term shall become the Expiration Date. Any termination, cancellation or surrender of the entire interest of Tenant under this Lease at any time during the Term shall terminate any right of renewal of Tenant hereunder. Notwithstanding anything to the contrary contained in this **Section 29.1**, if at any time during the Term, Tenant shall not satisfy the Occupancy Threshold by virtue of a sublease or license of all or a portion of the Premises to one or more third parties for a term (or terms, as the case may be) expiring during the last 24 months of the Term, Tenant's right to renew the Term pursuant to this **Article 29** shall immediately terminate and be of no further force and effect.

Section 29.2 Renewal Term Rent. The annual Fixed Rent payable during the Renewal Term shall be equal to the greater of (a) the annual Fair Market Value (as hereinafter defined) as of the Renewal Term Commencement Date and (b) the annual Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment then in effect at the expiration of the initial term of this Lease. "**Fair Market Value**" shall mean the fair market annual rental value of the Premises as of the Renewal Term Commencement Date for a term equal to the Renewal Term, based on comparable space in the Building, or on comparable space in Comparable Buildings, including all of Landlord's services provided for in this Lease, and with (i) the Premises considered as vacant, and in "as is" condition existing on the Renewal Term Commencement Date, (ii) the Base Tax Year being the Tax Year commencing on the July 1st of the calendar year in which the Renewal Term Commencement Date occurs, and (iii) the Base Expense Year being the calendar year commencing on the January 1st of the calendar year in which the Renewal Term Commencement Date occurs. The calculation of Fair Market Value shall also be adjusted to take into account all other relevant factors. Landlord shall advise Tenant (the "**Rent Notice**") of Landlord's determination of Fair Market Value at least 90 days prior to the Renewal Term Commencement Date. If Tenant disputes Landlord's determination of Fair Market Value, the dispute shall be resolved by arbitration as provided in **Section 29.3**. If the Fixed Rent payable during the Renewal Term is not determined prior to the Renewal Term Commencement Date, Tenant shall pay Fixed Rent in an amount equal to the Fair Market Value for the Premises as determined by Landlord (the "**Interim Rent**"). Upon final determination of the Fixed Rent for the Renewal Term, Tenant shall commence paying such Fixed Rent as so determined, and within 10 days after such determination Tenant shall pay any deficiency in prior payments of Fixed Rent or, if the Fixed Rent as so determined shall be less than the Interim Rent, Tenant shall be entitled to a credit against the next succeeding installments of Fixed Rent in an amount equal to the difference between each installment of Interim Rent and the Fixed Rent as so determined which should have been paid for such installment until the total amount of the over payment has been recouped.

Section 29.3 Arbitration. If Tenant disputes Landlord's determination of Fair Market Value pursuant to **Section 29.2**, Tenant shall give notice to Landlord of such dispute within 10 Business Days after delivery of the Rent Notice, and such dispute shall be determined by arbitration in accordance with the then prevailing Expedited Procedures of the Arbitration Rules for the Real Estate Industry of the American Arbitration Association or its successor for arbitration of commercial disputes, except that the rules shall be modified as follows:

(a) In its demand for arbitration Tenant shall specify the name and address of the person to act as the arbitrator on Tenant's behalf. The arbitrator shall be a real estate broker with at least 10 years full-time commercial brokerage experience who is familiar with the fair market value of first-class office space in the Borough of Manhattan, City of New York, New York. Failure on the part of Tenant to make the timely and proper demand for such arbitration shall constitute a waiver of the right thereto and the Fixed Rent shall be as set forth in the Rent Notice. Within 10 Business Days after the service of the demand for arbitration, Landlord shall give notice to Tenant specifying the name and address of the person designated by Landlord to act as arbitrator on its behalf, which arbitrator shall be similarly qualified. If Landlord fails to notify Tenant of the appointment of its arbitrator within such 10 Business Day period, and such failure continues for 3 Business Days after Tenant delivers a second notice to Landlord, then the arbitrator appointed by Tenant shall be the arbitrator to determine the Fair Market Value for the Premises.

(b) If two arbitrators are chosen pursuant to **Section 29.3(a)**, the arbitrators so chosen shall meet within 10 Business Days after the second arbitrator is appointed and shall seek to reach agreement on Fair Market Value. If within 20 Business Days after the second arbitrator is appointed the two arbitrators are unable to reach agreement on Fair Market Value then the two arbitrators shall appoint a third arbitrator, who shall be a competent and impartial person with qualifications similar to those required of the first two arbitrators pursuant to **Section 29.3(a)**. If they are unable to agree upon such appointment within 5 Business Days after expiration of such 20 Business Day period, the third arbitrator shall be selected by the parties themselves. If the parties do not agree on the third arbitrator within 5 Business Days after expiration of the foregoing 5 Business Day period, then either party, on behalf of both, may request appointment of such a qualified person by the then president of the Real Estate Board of New York. The third arbitrator shall decide the dispute, if it has not been previously resolved, by following the procedures set forth in **Section 29.3(c)**. Each party shall pay the fees and expenses of its respective arbitrator and both shall share the fees and expenses of the third arbitrator. Attorneys' fees and expenses of counsel and of witnesses for the respective parties shall be paid by the respective party engaging such counsel or calling such witnesses.


(c) Fair Market Value shall be fixed by the third arbitrator in accordance with the following procedures. Concurrently with the appointment of the third arbitrator, each of the arbitrators selected by the parties shall state, in writing, his or her determination of the Fair Market Value supported by the reasons therefor. The third arbitrator shall have the right to consult experts and competent authorities for factual information or evidence pertaining to a determination of Fair Market Value, but any such determination shall be made in the presence of both parties with full right on their part to cross-examine. The third arbitrator shall conduct such hearings and investigations as he or she deem appropriate and shall, within 30 days after being appointed, select which of the two proposed determinations most closely approximates his or her determination of Fair Market Value. The third arbitrator shall have no right to propose a middle ground or any modification of either of the two proposed determinations. The determination he or she chooses as that most closely approximating his or her determination of the Fair Market Value shall constitute the decision of the third arbitrator and shall be final and binding upon the parties. The third arbitrator shall render the decision in writing with counterpart copies to each party. The third arbitrator shall have no power to add to or modify the provisions of this Lease. Promptly following receipt of the third arbitrator's decision, the parties shall enter into an amendment to this Lease evidencing the extension of the Term for the Renewal Term and confirming the Fixed Rent for the Renewal Term, but the failure of the parties to do so shall not affect the effectiveness of the third arbitrator's determination.

(d) In the event of a failure, refusal or inability of any arbitrator to act, his or her successor shall be appointed by him or her, but in the case of the third arbitrator, his or her successor shall be appointed in the same manner as that set forth herein with respect to the appointment of the original third arbitrator.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

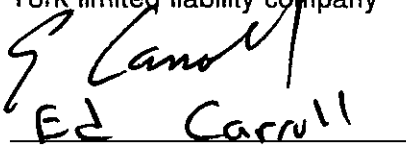
RCPI LANDMARK PROPERTIES, L.L.C.,
a Delaware limited liability company

By: 

Steven Wechsler
Its: Senior Managing Director

TENANT:

1270 OFFICE SUITES LLC,
a New York limited liability company

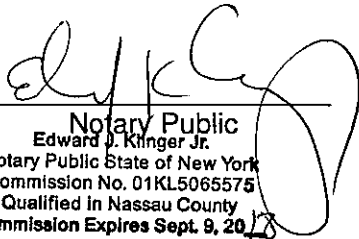
By: 

Its: CEO

ACKNOWLEDGMENT

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

On this 14th day of December, in the year 2017, before me, the undersigned, a Notary Public in and said State, personally appeared Ed Carroll, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



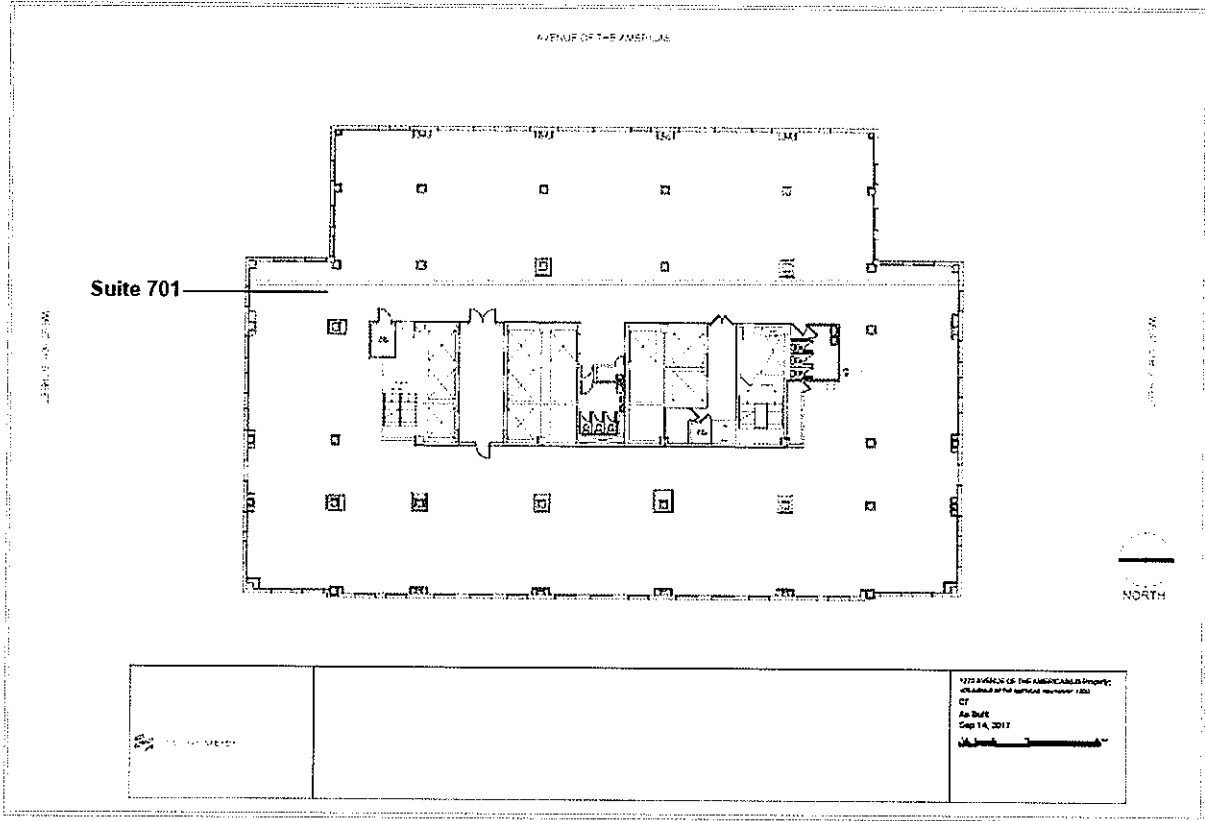
Notary Public
Edward J. Klinger Jr.
Notary Public State of New York
Commission No. 01KL5065575
Qualified in Nassau County
Commission Expires Sept. 9, 2018

EXHIBIT A

FLOOR PLANS

The floor plans which follow are intended solely to identify the general location of the Premises, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.

See Attached



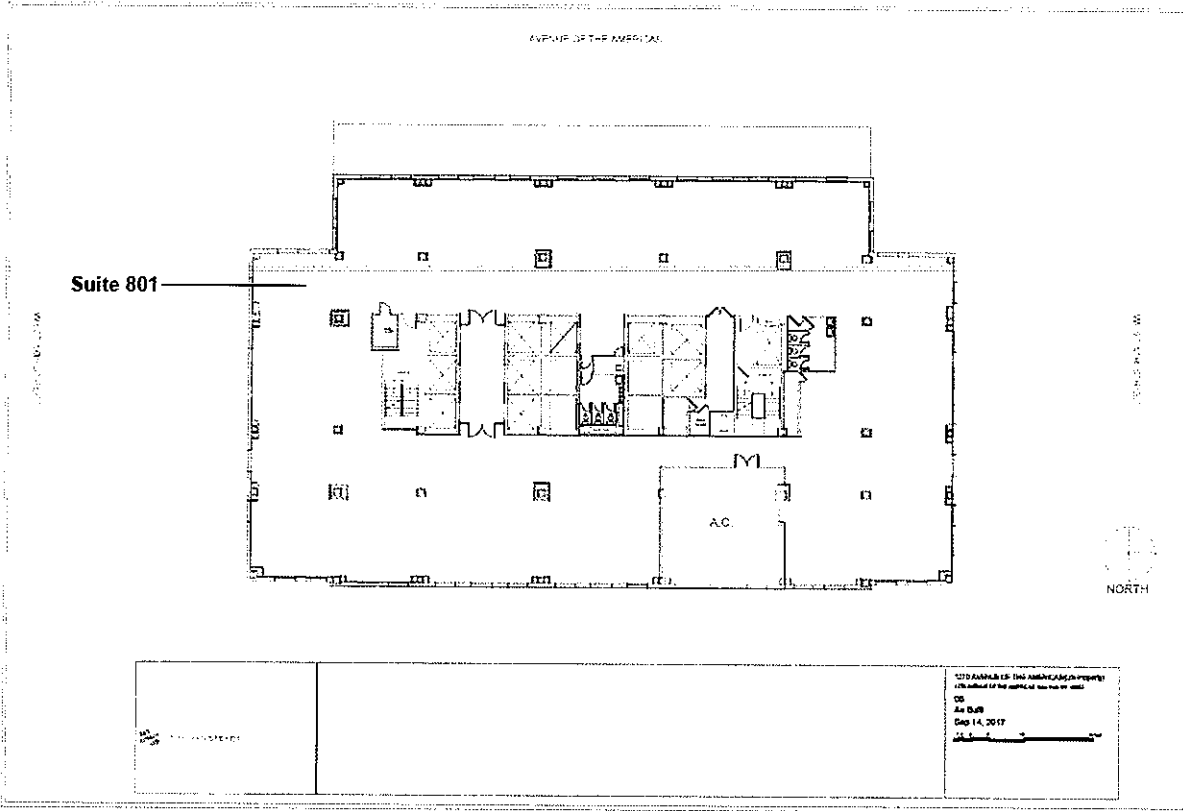


EXHIBIT B

DEFINITIONS

Base Rate: The annual rate of interest publicly announced from time to time by Citibank, N.A., or its successor, in New York, New York as its "base rate" (or such other term as may be used by Citibank, N.A., from time to time, for the rate presently referred to as its "base rate").

Building Systems: The mechanical, electrical, plumbing, sanitary, sprinkler, heating, ventilation and air conditioning, security, life-safety, elevator and other service systems or facilities of the Building up to the point of connection of localized distribution to the Premises (excluding, however, supplemental HVAC systems of tenants, sprinklers and the horizontal distribution systems within and servicing the Premises and by which mechanical, electrical, plumbing, sanitary, heating, ventilating and air conditioning, security, life-safety and other service systems are distributed from the base Building risers, feeders, panelboards, etc. for provision of such services to the Premises).

Business Days: All days, excluding Saturdays, Sundays and Observed Holidays.

Center: The buildings in the City, County and State of New York commonly known collectively as Rockefeller Center, together with the real property on which such buildings are located and the adjacent curbs and sidewalks, and the plazas, underground concourse areas, and all other public areas and common facilities appurtenant thereto.

Code: The Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as amended.

Common Areas: The lobbies, plazas and sidewalk areas, concourse areas and other similar areas of general access of the Center and the areas on individual multi-tenant floors in the Building devoted to corridors, elevator lobbies, restrooms, and other similar facilities serving the Premises.

Comparable Buildings: First-class office buildings of comparable age and quality in midtown Manhattan.

Cost Per Kilowatt Hour: (a) The total cost for electricity incurred by Landlord to service the Center during a particular billing period (including energy charges, demand charges, surcharges, time-of-day charges, fuel adjustment charges, rate adjustment charges, taxes, rebates and any other factors used by the public utility company or other provider in computing its charges to Landlord) and/or, if electricity is provided by any electricity generation system owned and operated by Landlord, an amount equal to the total cost which would have been incurred by Landlord had Landlord purchased the electricity generated by Landlord during a particular billing period from a public utility company, during such period, divided by (b) the total kilowatt hours purchased and/or generated by Landlord to provide electricity to the Center during such period.

Deficiency: The difference between (a) the Fixed Rent and Additional Rent for the period which otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent for each year thereof to be the same as was payable for the year immediately preceding such termination or re-entry), and (b) the net amount, if any, of rents

collected under any reletting effected pursuant to the provisions of the Lease for any part of such period (after first deducting from such rents all expenses incurred by Landlord in connection with the termination of this Lease, Landlord's re-entry upon the Premises and such reletting, including repossession costs, brokerage commissions, attorneys' fees and disbursements, and alteration costs).

Excluded Expenses: (a) Taxes, special assessments and franchise, income or any other taxes imposed upon or measured by the income or profits of Landlord; (b) except for depreciation and amortization specifically included in Operating Expenses as provided above, the costs of all items which should be capitalized in accordance with generally accepted accounting practices; (c) the costs of all services furnished to any other tenant of the Center on a "rent inclusion" basis which are not provided to Tenant on such basis; (d) the costs of all work or services performed for any tenant in the Center (including Tenant) at such tenant's cost and expense; (e) mortgage amortization and interest; (f) leasing commissions; (g) allowances, concessions and other costs of tenant installations and decorations incurred in connection with preparing space for any tenant in the Center, including workletters and concessions; (h) fixed rent payable under Superior Leases, if any; (i) wages, salaries and benefits paid to any employees of Landlord and Landlord's Agent, above the level of the immediate supervisors of building managers; (j) legal and accounting fees relating to (i) disputes with tenants, prospective tenants or other occupants of the Center, (ii) disputes with purchasers, prospective purchasers, mortgagees or prospective mortgagees of the Center or any part thereof, or (iii) negotiations of leases, contracts of sale or mortgages; (k) costs which are reimbursed by insurance, warranty or condemnation proceeds, or which are reimbursable by Tenant or other tenants or any other person or entity other than pursuant to an expense escalation clause; (l) costs in the nature of penalties or fines; (m) the costs of all services, supplies and repairs paid to any affiliate or subsidiary of Landlord or Landlord's Agent materially in excess of the costs that would be payable in an "arm's length" or unrelated situation; (n) advertising expenses in connection with leasing of the Center; (o) the costs of installing, operating and maintaining a specialty improvement, such as a cafeteria, lodging or private dining facility, or an athletic, luncheon or recreational club, unless Tenant is permitted to make use of any such facility without additional cost or on a subsidized basis consistent with other users; (p) the costs or expenses (including fines, interest, penalties and legal fees) arising out of Landlord's failure to timely pay Operating Expenses or Taxes; and (q) the costs incurred in connection with the removal, encapsulation or other treatment of any Hazardous Materials classified as such and existing in the Premises as of the date hereof and required to be removed, encapsulated or treated under applicable Requirements in effect as of the date hereof.

Governmental Authority: The United States of America, the City of New York, County of New York, or State of New York, or any political subdivision, agency, department, commission, board, bureau or instrumentality of any of the foregoing or any landmarks preservation agency (or other entity designated or accepted for such purpose by any Governmental Authority or landmarks preservation agency), now existing or hereafter created, having jurisdiction over the Real Property or the Center.

Hazardous Materials: Any substances, materials or wastes currently or in the future deemed or defined in any Requirement as "hazardous substances," "toxic substances," "contaminants," "pollutants" or words of similar import.

HVAC System: The Building System designed to provide heating, ventilation and air conditioning.

Indemnitees: Landlord, Landlord's Agent, each Mortgagee and Lessor, and each of their respective direct and indirect partners, officers, shareholders, directors, members, managers, trustees, beneficiaries, employees, principals, contractors, licensees, invitees, servants, agents, and representatives.

Institutional Owner: (a) Any bank, savings and loan association, savings institution, trust company or national banking association, acting for its own account or in a fiduciary capacity, (b) any insurance company or pension and/or annuity company, (c) any pension, retirement or profit sharing trust or fund, (d) any government, any public employees' pension or retirement system, or any other government agency supervising the investment of public funds, (e) any investment banking, merchant banking or brokerage firm, (f) any college or university or (g) any other entity all of the equity owners of which are Institutional Owners.

Lease Year: The first Lease Year shall commence on the Commencement Date and shall end on the last day of the calendar month preceding the month in which the first anniversary of the Commencement Date occurs. Each succeeding Lease Year shall commence on the day following the end of the preceding Lease Year and shall extend for twelve consecutive months; provided, however, that the last Lease Year shall expire on the Expiration Date.

Lessor: A lessor under a Superior Lease.

Losses: Any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, and including all costs of repairing any damage to the Premises, the Building or the Center the appurtenances of any of the foregoing to which a particular indemnity and hold harmless agreement applies.

Mortgage(s): Any mortgage, trust indenture or other financing document which may now or hereafter affect the Premises, the Real Property, the Center, the Building or any Superior Lease and the leasehold interest created thereby, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefor, and advances made thereunder.

Mortgagee(s): Any mortgagee, trustee or other holder of a Mortgage.

Observed Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day plus days observed by the State of New York, the City of New York and the labor unions servicing the Building or the Center as holidays.

Ordinary Business Hours: 8:00 a.m. to 6:00 p.m. on Business Days.

Person: Any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, estate, trust, unincorporated association, business trust, tenancy-in common or other entity, or any Governmental Authority.

Prohibited Use: Any use or occupancy of the Premises that in Landlord's reasonable judgment would: (a) cause damage to the Building or the Center or any equipment, facilities or other systems therein; (b) impair the appearance of the Building or the Center; (c) interfere with the efficient and economical maintenance, operation and repair of the Premises,

the Building or the Center or the equipment, facilities or systems thereof; (d) adversely affect any service provided to, and/or the use and occupancy by, any Building or Center tenant or occupants; (e) violate the certificate of occupancy issued for the Premises or the Building; (f) materially and adversely affect the first-class image of the Building or (g) result in protests or civil disorder or commotions at, or other disruptions of the normal business activities in, the Building or the Center. Prohibited Use also includes the use of any part of the Premises for: (i) a restaurant or bar; (ii) the preparation, consumption, storage, manufacture or sale of food or beverages (except in connection with vending machines (provided that each machine, where necessary, shall have a waterproof pan thereunder and be connected to a drain) and/or warming kitchens installed for the use of Tenant's employees only), liquor, tobacco or drugs; (iii) the business of photocopying, multilith or offset printing (except photocopying in connection with Tenant's own business); (iv) a school or classroom; (v) lodging or sleeping; (vi) the operation of retail facilities (meaning a business whose primary patronage arises from the generalized solicitation of the general public to visit Tenant's offices in person without a prior appointment) of a savings and loan association or retail facilities of any financial, lending, securities brokerage or investment activity; (vii) a payroll office; (viii) a barber, beauty or manicure shop; (ix) an employment agency or similar enterprise; (x) offices of any Governmental Authority, any foreign government, the United Nations, or any agency or department of the foregoing; (xi) the manufacture, retail sale, storage of merchandise or auction of merchandise, goods or property of any kind to the general public which could reasonably be expected to create a volume of pedestrian traffic substantially in excess of that normally encountered in the Premises; (xii) the rendering of medical, dental or other therapeutic or diagnostic services; (xiii) broadcasting or the business of broadcasting by wire or wireless of any programs or pictures of any sort or the sale of apparatus or devices connected with the business of such broadcasting; or (xiv) any illegal purposes or any activity constituting a nuisance.

Requirements: All present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary and ordinary of (i) all Governmental Authorities, including the Americans With Disabilities Act, 42 U.S.C. §12101 (et seq.), New York City Local Law 58 of 1987, and any law of like import, and all rules, regulations and government orders with respect thereto, and any of the foregoing relating to Hazardous Materials, environmental matters, public health and safety matters, and landmarks protection, (ii) any applicable fire rating bureau or other body exercising similar functions, affecting the Real Property or the Center or the maintenance, use or occupation thereof, or any street, avenue or sidewalk comprising a part of or in front thereof or any vault in or under the same, (iii) all requirements of all insurance bodies affecting the Premises, and (iv) utility service providers.

Rules and Regulations: The rules and regulations annexed to and made a part of this Lease as **Exhibit G**, as they may be modified from time to time by Landlord.

Specialty Alterations: Alterations which are not standard office installations such as kitchens, executive bathrooms, raised computer floors, computer room installations, supplemental HVAC equipment, safe deposit boxes, vaults, libraries or file rooms requiring reinforcement of floors, internal staircases, slab penetrations, conveyors, dumbwaiters, and other Alterations of a similar character. All Specialty Alterations are Above-Building Standard Installations.

Substantial Completion: As to any construction performed by any party, "Substantial Completion" or "Substantially Completed" means that such work has been completed, as reasonably determined by Landlord's architect, in accordance with (a) the

provisions of this Lease applicable thereto, (b) the plans and specifications for such work, and (c) all applicable Requirements, except for minor details of construction, decoration and mechanical adjustments, if any, the noncompletion of which does not materially interfere with Tenant's use of the Premises or which in accordance with good construction practice should be completed after the completion of other work in the Premises or the Building (collectively, "**Punch List Items**").

Superior Lease(s): Any ground or underlying lease of the Real Property or any part thereof heretofore or hereafter made by Landlord and all renewals, extensions, supplements, amendments, modifications, consolidations, and replacements thereof.

Tenant Delay: Any delay which results from any act or omission of any Tenant Party, including delays due to changes in or additions to, or interference with, any work to be done by Landlord, or delays by Tenant in submission of information, or selecting construction materials to be installed by Landlord as part of Landlord's Work, if any, (e.g., color of paint and carpet), or approving working drawings or estimates or giving authorizations or approvals.

Tenant Party: Tenant and any subtenants and occupants of the Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees.

Tenant's Property: Tenant's movable fixtures and movable partitions, telephone and other equipment, computer systems, trade fixtures, furniture, furnishings, and other items of personal property which are removable without material damage to the Building.

Unavoidable Delays: Landlord's inability to fulfill or delay in fulfilling any of its obligations under this Lease expressly or impliedly to be performed by Landlord or Landlord's inability to make or delay in making any repairs, additions, alterations, improvements or decorations or Landlord's inability to supply or delay in supplying any equipment or fixtures, if Landlord's inability or delay is due to or arises by reason of strikes, labor troubles or by accident, or by any cause whatsoever beyond Landlord's reasonable control, including governmental preemption in connection with a national emergency, Requirements or shortages, or unavailability of labor, fuel, steam, water, electricity or materials, or delays caused by Tenant or other tenants or occupants of the Center, mechanical breakdown, acts of God, enemy action, civil commotion, fire or other casualty.

EXHIBIT C

Street Level
Rockefeller Plaza
New York, N.Y.

Protected
Zone

DIAGRAM OF THE PROTECTED ZONE

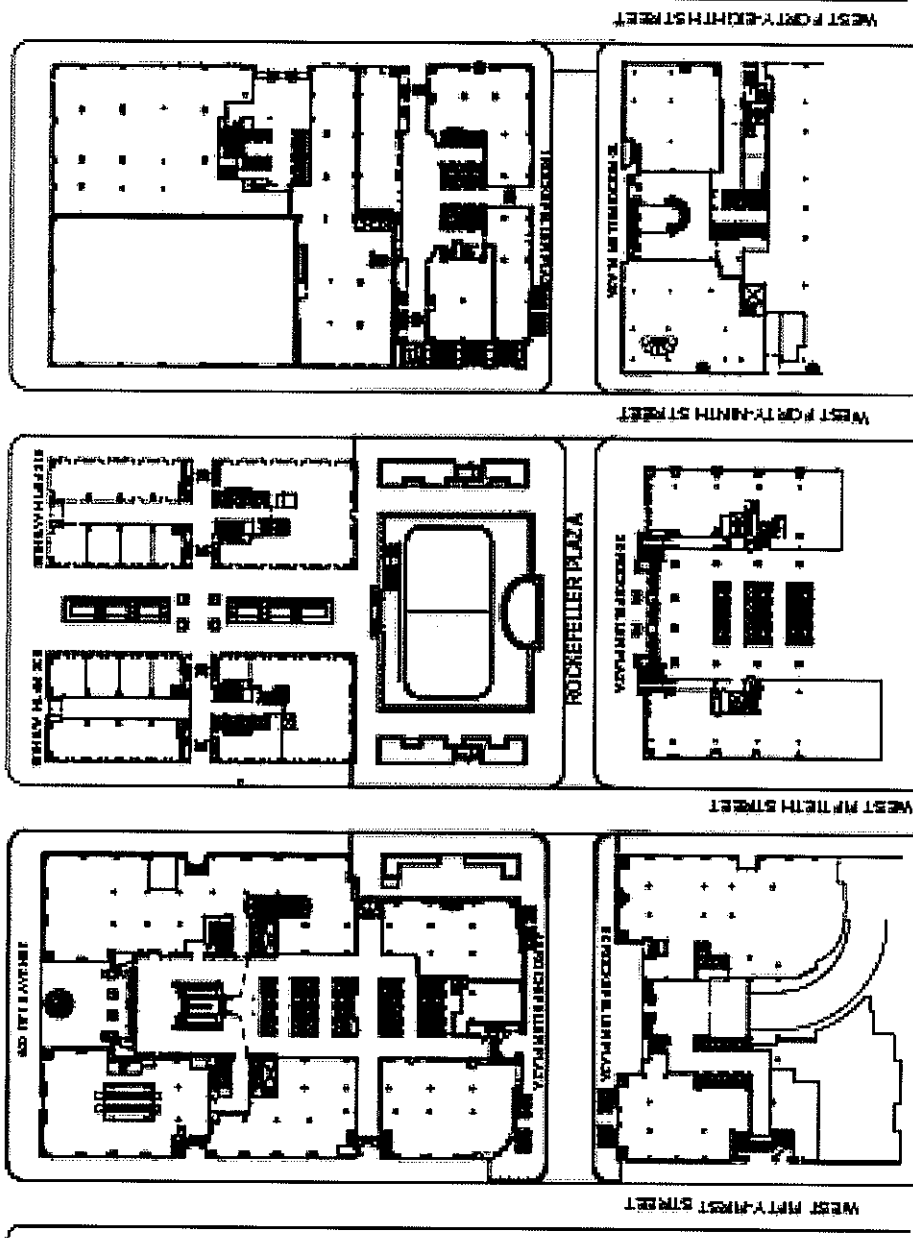


EXHIBIT D

LANDLORD'S WORK

The following work (unless otherwise specifically provided herein) shall be of material, manufacture, design, capacity, quality, finish and color of the standard adopted by Landlord for the Building and, where quantities are hereinafter specified, such quantities shall include any existing installations to the extent useable and used in the performance of such work.

1. Install sprinkler heads in the Premises as necessary for sprinkler systems in the Premises to comply with Requirements in effect as of the Commencement Date.

2. Remove carpet and abate asbestos or asbestos containing material in the flooring in the Premises as necessary to comply with Requirements in effect as of the Commencement Date.

EXHIBIT E

DESIGN STANDARDS

The HVAC System shall be capable of maintaining 78 degrees Fahrenheit when summer outdoor conditions are 92 degrees Fahrenheit dry bulb and 74 degrees Fahrenheit wet bulb. The HVAC System shall be capable of maintaining 68 degrees Fahrenheit at winter outdoor conditions of 11 degrees Fahrenheit. The HVAC System shall be capable of handling (i) an electrical usage load of not more than 4 watts per usable square foot; (ii) an occupancy rate of one (1) person per 150 usable square feet; and (iii) a ventilation make-up rate of 20 cubic feet per minute per person with the blinds or shades drawn on the exposure subject to direct solar radiation.

EXHIBIT F

CLEANING SPECIFICATIONS

All hard surface flooring to be dust mopped nightly. All other floor maintenance shall be done at Tenant's expense.

All carpeting and rugs to be carpet swept nightly and vacuumed twice monthly.

Hand dust nightly all furniture tops and exposed surfaces of shelves, ledges and bookcases within reach.

Empty and wipe clean all wastebaskets nightly and remove the contents thereof from the Premises.

Empty and wipe clean all ash trays and screen all sand urns nightly.

Wash clean all water fountains and coolers nightly.

Dust all door and other ventilating louvers within reach, as necessary.

Dust all telephones as necessary.

Sweep all private stairway structures nightly.

All windows, interiors and exteriors, are to be washed approximately five times per year.

Do all high dusting approximately once every three months, namely:

Dust all pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning.

Dust clean all vertical surfaces, such as walls, partitions, doors, bucks and other surfaces not reached in nightly cleaning.

Dust clean all pipes, ventilating and air conditioning louvers, ducts, diffusers, high moldings and other high areas not reached in nightly cleaning.

Dust all lighting fixtures, including exterior surfaces of diffusers and enclosures.

Dust all venetian blinds.

CORE LAVATORIES

Sweep and wash all lavatory floors nightly, using disinfectants.

Wash and disinfect all basins, bowls and urinals nightly.

Wash and disinfect all toilet seats nightly.

Hand dust and clean, washing where necessary, all partitions, tile walls, dispensers and receptacles in all lavatories and restrooms nightly.

Empty paper towel receptacles and transport wastepaper from the Premises nightly.

Fill toilet tissue holders nightly (tissue to be furnished by Landlord).

Empty sanitary disposal receptacles nightly.

Wash interior of wastecans and receptacles at least once a week.

If core lavatory is within Tenant's space, the soap and towel dispenser will be filled at Tenant's direction at Tenant's expense. If core lavatory is on a public corridor, the soap and towel dispenser will be maintained by Landlord.

PUBLIC AND CORE AREAS AND ELEVATORS

Dust mop all floors nightly and wash once a week. Spray buff resilient tile flooring on a semi-monthly schedule.

Inspect, maintain and keep clean fire hoses, extinguishers and similar equipment as necessary.

Spot wash walls of corridors and public stairways as necessary.

Empty and screen all cigarette urns daily.

Mop floor in public stairwells once per week.

Dust elevator doors and frames, and Building directories as required.

"Nightly", as used herein, shall be exclusive of Saturdays, Sundays and holidays.

EXHIBIT G

RULES AND REGULATIONS

1. The rights of Tenant in the sidewalks, entrances, corridors, stairways, elevators and escalators of the Building are limited to ingress to and egress from the Premises for Tenant and any other Tenant Party, and Tenant shall not invite to the Premises, nor permit the visit thereto by, persons in such numbers or under such conditions as to interfere with the use and enjoyment by others of the sidewalks, entrances, corridors, stairways, elevators, escalators or any other facilities of the Building. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by any Tenant Party. Landlord shall have the right to regulate the use of and operate the public portions of the Building, as well as portions furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.

2. Landlord may refuse admission to the Building outside of Ordinary Business Hours to any person not having a pass issued by Landlord or not properly identified, and may require all persons admitted to or leaving the Building outside of Business Hours to register. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, reputation and interests of the Building or of its tenants may be denied access to the Building or may be ejected therefrom. In case of invasion, riot, public excitement or other commotion, Landlord may prohibit all access to the Building during the continuance of the same, by closing doors or otherwise, for the safety of the tenants or protection of property in the Building. Landlord shall, in no way, be liable to Tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this rule. Landlord may require any person leaving the Building with any package or other object to exhibit a pass from Tenant from whose Premises the package or object is being removed, but the establishment or enforcement of such requirement shall not impose any responsibility on Landlord for the protection of Tenant against the removal of property from the Premises of Tenant.

3. Tenant shall not obtain or accept for use in the Premises ice, drinking water, food, beverage, towel, linen, uniform, barbering, bootblackening or similar or related services from any persons not authorized by Landlord to furnish such services. Such services shall be furnished only at such hours, in such places within the Premises and under such regulations as may be fixed by Landlord.

4. Where any damage to the public portions of the Building or to any portions used in common with other tenants is caused by any Tenant Party, the cost of repairing the same shall be paid by Tenant upon demand.

5. No lettering, sign, advertisement, trademark, emblem, notice or object shall be displayed in or on the windows or doors, or on the outside of the Premises, or at any point inside the Premises where the same might be visible outside the Premises, except that the name of Tenant may be displayed on the entrance door of the Premises, subject to the approval of Landlord as to the location, size, color and style of such display. The inscription of the name of Tenant on the door of the Premises shall be done by Landlord and the expense thereof shall be paid by Tenant to Landlord.

6. No awnings or other projections of any kind over or around the windows or entrances of the Premises shall be installed by Tenant, and only such window blinds and shades as are approved by Landlord shall be used in the Premises. Tenants shall be prohibited

from opening the windows. Linoleum, tile or other floor covering shall be laid in the Premises only in a manner approved by Landlord.

7. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon the Premises. If, in the judgment of Landlord, it is necessary to distribute the concentrated weight of any safe or heavy object, the work involved in such distribution shall be done in such manner as Landlord shall determine and the expense thereof shall be paid by Tenant. The moving of safes and other heavy objects shall take place only upon previous notice to, and at times and in a manner approved by, Landlord, and the persons employed to move the same in and out of the Building shall be acceptable to Landlord. No machines, machinery or electrical or electronic equipment or appliances of any kind shall be placed or operated so as to disturb other tenants. Freight, furniture, business equipment, merchandise and packages of any description shall be delivered to and removed from the Premises only in the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Landlord.

8. No noise, including the playing of any musical instrument, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by Tenant. No animals (except for seeing-eye dogs) shall be brought into or kept in the Building or the Premises. No dangerous, inflammable, combustible or explosive object or material shall be brought into or kept in the Building by Tenant or with the permission of Tenant, except as permitted by law and the insurance companies insuring the Building or the property therein. Tenant shall not cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the Premises.

9. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in the Premises and no lock on any door shall be changed or altered in any respect. Duplicate keys for the Premises and toilet rooms shall be procured only from Landlord, and Tenant shall pay to Landlord Landlord's reasonable charge therefor. Upon the expiration or termination of this Lease, all keys of the Premises and toilet rooms shall be delivered to Landlord.

10. All entrance doors in the Premises shall be left locked by Tenant when the Premises are not in use. No door (other than a door in an interior partition of the Premises) shall be left open at any time.

11. Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed by Landlord when, in its judgment, it deems it necessary, desirable or proper for its best interest or for the best interests of the tenants, and no rescission, alteration or waiver of any rule or regulation in favor of one tenant shall operate as a rescission, alteration or waiver in favor of any other tenant. Landlord shall not be responsible to Tenant for the nonobservance or violation by any other tenant of any of the rules or regulations at any time prescribed by Landlord.

12. Tenant shall promptly notify Landlord of any inspection of the Premises by governmental agencies having jurisdiction over matters involving health or safety.

13. Tenant shall be responsible for maintaining the Premises rodent and insect free. Extermination services shall be provided by Tenant on a monthly basis and additionally as required by Landlord.

14. All food storage areas shall be adequately protected against vermin entry by a contractor approved in advance by Landlord.

15. Drain pipes shall be kept free of obstructions and operable at all times.

16. Exit signs shall be illuminated, and other exit identification shall be operable, at all times.

17. Emergency lighting, including battery components, shall be in good working condition at all times.

18. Tenant shall not bring or keep, or allow to be brought or kept, in the Building, any roller blades, in line or other skates or other type of wheeled pedestrian form of locomotion. Any bicycles brought into the Building by Tenant shall be kept within the Premises. Tenant may only use the freight elevator during Ordinary Business Hours to transport bicycles to and from the Premises and may not use any passenger elevator for such purpose.

19. Mail pick-up and delivery shall be responsibility of Tenant.

Exhibit H-1

PRIMARY COLLATERAL ASSIGNMENT OF LEASE AND CONDITIONAL ASSUMPTION

**COLLATERAL ASSIGNMENT OF LEASE
AND CONDITIONAL ASSUMPTION**

This Collateral Assignment of Lease and Conditional Assumption (this "Collateral Assignment") is dated this ____ day of January, 2018 between **1270 OFFICE SUITES LLC**, ("Assignor"), located at 786 Walt Whitman Road, Melville, New York 11747, and **MANUFACTURERS AND TRADERS TRUST COMPANY**, ("Assignee"), located at 350 Park Avenue, New York, New York 10022, Attn: Jonathan S. Tolpin, Admin. Vice President, and consented to by **RCPI LANDMARK PROPERTIES, LLC**, as landlord ("Landlord"), located at c/o Tishman Speyer Properties, L.P., 45 Rockefeller Plaza, New York, New York 10111, Attn: Chief Legal Officer.

WITNESSETH:

WHEREAS, Assignor has requested that Assignee make loans or extend credit to Assignor;

WHEREAS, in order to induce Assignee to make such loans and extend such credit to Assignor, Assignor desires to assign to Assignee all of its right, title and interest as tenant under that certain lease (the "Lease") dated as of January ____, 2018, between Landlord and Tenant covering premises ("Premises") located on the 7th and 8th floors at 1270 Avenue of the Americas, New York, New York, as additional collateral security for the repayment of such loans and credit and all existing and future indebtedness and other obligations of any kind due or to become due from Assignor and/or any of its affiliates to Assignee and/or its affiliates (collectively, the "Indebtedness"); and

WHEREAS, pursuant to this Collateral Assignment, Assignee shall have the right, in connection with an Assumption (as hereinafter defined), to cure a default by Tenant under the Lease and arrange for a substitute tenant, which substitute tenant shall be a Related Entity (as defined in the Lease) of Assignee (herein, a "Designee") or a replacement tenant acceptable to Landlord in its sole discretion pursuant to the terms of the Lease (herein, an "Approved Replacement Tenant"), all as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the parties hereto agree as follows:

1. Assignment of Lease as Additional Collateral. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Lease as additional collateral to secure the Indebtedness. Notwithstanding this Collateral Assignment to the Assignee, only Assignor shall have the rights as tenant under the Lease, including the right to exercise any option under the Lease, unless and until the Lease is assumed by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment.

2. Assignor Liable. Notwithstanding this Collateral Assignment or any assumption of the Lease by Assignee or any other person or entity, and notwithstanding anything contained in this Collateral Assignment to the contrary, Assignor shall remain liable for all payments due

under, and for the observance, performance and compliance with all of the terms, covenants and conditions of, the Lease (as same may be from time to time amended, modified and/or assigned) to be paid, observed, performed or complied with by the tenant under the Lease, notwithstanding any renewal, amendment, modification or extension of the Lease, any assignment of the Lease or any interest therein or the subletting of all or portions of the Premises and Assignee, its Designee or an Approved Replacement Tenant shall not be liable for rent or any other obligation under the Lease until the Lease is assumed by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment.

3. No Modification of Lease.

1 Without affecting Landlord's consent to this Collateral Assignment, nothing contained in this Collateral Assignment or in any other instrument, document or agreement, shall be deemed or construed (i) to increase, amend, modify or extend any of Landlord's obligations or liabilities under the Lease (as same may be from time to time amended, modified and/or assigned), at law or in equity, in any way whatsoever, (ii) to diminish, reduce, restrict, limit, forfeit or waive any of Landlord's rights or remedies under the Lease (as same may be from time to time amended, modified and/or assigned), at law or in equity, in any way whatsoever, (iii) to diminish, reduce, restrict, limit or waive any of the obligations or liabilities of the tenant under the Lease, and/or (iv) otherwise to amend, modify, waive, impair or affect any of the terms, covenants, provisions or conditions contained in the Lease, or to waive any breach thereof, or any right or remedy of Landlord against Assignor or Assignee.

2 Notwithstanding anything contained in the Lease to the contrary, Landlord and Tenant acknowledge that any Material Modification requires the written consent of the Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. For the purposes of this Collateral Assignment, "Material Modification" means an agreement between Landlord and Tenant which (i) terminates the Lease, (ii) renews the term of the Lease, (iii) provides for the surrender of the Premises, or (iv) increases Tenant's monetary obligations under the Lease (other than to a de minimis extent) or increases Tenant's other obligations or liabilities under the Lease (other than to a de minimis extent), provided, however, that a "Material Modification" shall not include (x) the exercise by Landlord of any of its rights and remedies (including Landlord's right to terminate the Lease in the case of a default under the Lease or an Event of Default or in the case of a fire or other casualty or condemnation), (y) any amendment or modification of the Lease that is contemplated or provided for in the Lease (including the exercise of any right or option contained in the Lease to extend, renew or terminate same), or (z) any amendment or modification of the Lease which is required to comply with a Requirement or a provision of the Lease.

3 Notwithstanding the foregoing and notwithstanding anything in the Lease to the contrary, provided there is an assumption of the Lease by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment, only the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, shall have the right to exercise the option to renew the term of the Lease pursuant to Article 29 of the Lease, in accordance with, and subject to, the applicable provisions of the Lease (as same may be from time to time amended, modified and/or assigned), to the extent the tenant under the Lease has the right to exercise said renewal option.

4 Notwithstanding anything contained in Section 3(b) above, nothing contained in this Collateral Assignment shall affect any of Landlord's rights or remedies under

the Lease (as same may be from time to time amended, modified and/or assigned), at law and in equity (including the right to terminate the Lease) with respect to an Event of Default under the Lease or any default in the observance, performance or compliance with any of the terms, covenants or conditions of the Lease (as same may be from time to time amended, modified and/or assigned) to be performed by the tenant thereunder.

5 With the giving of any notice of default that Assignor may give to Landlord with respect to the Lease or the Premises, Assignor shall provide Assignee with a copy of such notice of default simultaneously as with delivery to Landlord, but Assignor's failure to do so shall not affect any of Landlord's rights or remedies.

(f) With the giving of any notice of default that Landlord may give to Assignor with respect to the Lease or the Premises, Landlord shall provide Assignee with a copy of such notice of default (such copy being herein referred to as an "Assignee Default Notice") at the same time Landlord gives such notice of default to Assignor pursuant to Article 15 of the Lease. In the case of an Event of Default (as such term is defined in the Lease; i.e., a default beyond applicable notice and cure periods), Landlord may exercise any or all rights and remedies available to it under the Lease or at law without further notice to, or consent by, Assignee.

4. Ability to Assign Lease. Assignor represents and warrants that it has the right to enter into and assign the Lease. Landlord hereby consents, without the payment of any additional monies in consideration for such consent, to the assignment of the Lease (as same may be from time to time amended, modified and/or assigned) to Assignee pursuant to this Collateral Assignment. Assignor hereby agrees that no further assignment of the Lease by Assignor shall be permitted without the written consent of Assignee.

5. Conditional Assumption/Assignment.

(a) Assignee, in its sole discretion, may elect to assume the obligations of the tenant under the Lease (as same may have been from time to time amended, modified, and/or assigned) from the date of assumption forward (the "Assumption"). The Assumption will only take effect upon the happening of the following events and conditions:

(i) The (x) occurrence of any breach, event of default, or other event that with the passage of time or giving of notice or both would constitute an event of default or breach by Assignor, under any of the Lease, any agreement between Assignor and Assignee, or any other obligation owing by Assignor to Assignee, (y) non-payment of all or any portion of the Indebtedness when due, or (z) breach of any of the obligations of Assignor hereunder;

(ii) The delivery of a written notice from Assignee to Landlord stating that Assignee, its Designee or an Approved Replacement Tenant, as the case may be, has elected to assume the Lease and that Assignee, its Designee or an Approved Replacement Tenant, as the case may be, will assume Assignee's obligations under the Lease and pay Landlord the past due rentals under the Lease as and to the extent provided in this Collateral Assignment (a "Notice of Assumption"), which Notice of Assumption, to be effective, shall be accompanied, in the case of an Assumption, by an assumption of lease agreement in form and content approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), pursuant to which Assignee, its Designee or an Approved Replacement Tenant, as the case may be, assumes all of the obligations and liabilities of the tenant under the Lease (as same may have been from time to time amended, modified, and/or assigned); and

(iii) Assignee, its Designee or an Approved Replacement Tenant, as the case may be, shall have cured all of the uncured monetary defaults of the tenant under the Lease, including defaults in the payment of Fixed Rent and Additional Rent and shall have cured or undertaken to have cured all of the uncured non-monetary defaults of the tenant under the Lease (other than the defaults described in Sections 15.1(e) and (f) of the Lease), in accordance with the applicable provisions of the Lease dealing with "tenant" defaults generally (including the applicable time periods to cure such defaults provided a timely Assignee Default Notice was sent to Assignee). The failure to cure any non-monetary defaults of the tenant under the Lease in accordance with the applicable provisions of the Lease dealing with "tenant" defaults generally (including the applicable time periods to cure such defaults) shall constitute a default on the part of the Assignee as tenant under the Lease and this Collateral Assignment, entitling Landlord to exercise any or all of its remedies. The parties acknowledge that some defaults may not be curable until Assignee has possession of the Premises, and in the case of such defaults the cure period shall not commence until Assignee first takes possession of the Premises, provided Assignee uses its best efforts to obtain possession of the Premises as soon as possible. Notwithstanding the foregoing, Landlord may exercise its rights under Article 16 of the Lease prior to Assignee obtaining possession of the Premises and, following an assumption of the Lease by Assignee in accordance with the provisions hereof, all amounts owed to Landlord pursuant said Article 16 shall be payable by Assignee to Landlord regardless of whether Assignee has obtained, or obtains, possession of the Premises.

(b) Neither the failure of Assignor to deliver possession of the Premises to Assignee (or to any person or entity claiming by, through or under Assignee), nor the Premises being in a condition that is in any way unacceptable to Assignee, (i) shall be a default by Landlord under this Collateral Assignment or the Lease, (ii) shall entitle Assignor or Assignee to terminate the Lease, (iii) shall be deemed an actual or constructive eviction, partial or total, of any portion of the Premises, (iv) shall entitle Assignor or Assignee to receive any abatement or diminution of Rent to claim or receive damages of any kind (including consequential damages), or to exercise any other right or remedy against Landlord, or (v) shall relieve or release Assignor or Assignee in any manner from any of their respective obligations under the Lease or this Collateral Assignment.

6. Real Property.

The Landlord acknowledges that it has been informed that Assignee has made and may continue to make substantial loans and/or monetary advances to Assignor, and that Assignee retains a first position perfected security interest in Assignor's assets. The parties acknowledge (a) that neither Assignee, nor any person or entity claiming by, through or under Assignee has, or will have, any security interest, lien or mortgage in, to or on the Real Property or any portion thereof, and (b) any security interest of Assignee relating to the Lease or the Premises shall be subordinate to Landlord's interest in the Real Property and any mortgage or similar instrument encumbering the Real Property.

7. Amendment. This Collateral Assignment shall not be amended or modified except in a writing signed by all of the parties hereto.

8. Term; Termination of Assignment. This Collateral Assignment shall continue in full force and effect until terminated in accordance with this Section 8. This Collateral Assignment shall terminate upon the expiration of the term of the Lease and otherwise, only upon receipt by Landlord and Assignor of written notice from Assignee stating that Assignor has indefeasibly paid and performed in full all of the outstanding Indebtedness.

9. Attorneys' Fees. Upon any exercise or enforcement of Landlord's rights hereunder, Assignor and/or Assignee shall pay Landlord any and all reasonable attorneys' fees and expenses incurred in connection therewith, which obligation shall be joint and several.

10. Waiver of Equity of Redemption. Assignor hereby knowingly, voluntarily and intentionally, having received the advice of counsel of its own selection, waives any right of redemption with respect to this Collateral Assignment and the exercise by Assignee of any rights hereunder.

11. **WAIVER OF JURY TRIAL AND SETOFF.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE (A) RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH ARISING HEREUNDER. ASSIGNOR ALSO HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO INTERPOSE COUNTERCLAIMS OR SETOFFS OF ANY KIND AND DESCRIPTION IN ANY LITIGATION ARISING HEREUNDER OR TO COLLECT ANY OBLIGATIONS AND AGREES THAT ANY SUCH COUNTERCLAIM OR SETOFF WILL BE BROUGHT IN A SEPARATE PROCEEDING.

12. Successors. This Collateral Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and/or assigns.

13. Governing Law; Jurisdiction. This Collateral Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law rules. All disputes arising hereunder or relating hereto shall be brought and heard only in the state and federal courts located in New York, New York, and each party hereto agrees to the personal jurisdiction of such courts.

14. Entire Agreement. This Collateral Assignment (including any Schedules and Exhibits referred to herein and all supplementary agreements provided for herein) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and understandings of the parties hereto.

15. Intentionally Omitted

16. Consequential Damages. In no event shall Landlord be liable for, and Assignor and Assignee, on behalf of themselves and all other persons or entities claiming by, through or under Assignor or Assignee, hereby waive any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Collateral Assignment.

17. Transfer of Real Property; Limitation on Liability.

(a) Landlord's obligations under this Collateral Assignment shall not be binding upon the Landlord named herein after the sale, conveyance, assignment or transfer (collectively, a "Transfer") by such Landlord (or upon any subsequent landlord after the Transfer by such subsequent landlord) of its interest in the Building or the Real Property, as the case may be, and in the event of any such Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of Transfer, and the transferee of Landlord's interest (or that of

such subsequent Landlord) in the Building or the Real Property, as the case may be, shall be deemed to have assumed all obligations under this Collateral Assignment arising from and after the date of Transfer.

(b) The liability of Landlord for Landlord's obligations under this Collateral Assignment shall be limited to Landlord's interest in the Real Property and Assignor and Assignee shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "Parties") in seeking either to enforce Landlord's obligations under this Collateral Assignment or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under this Collateral Assignment.

18. Miscellaneous.

(a) Capitalized terms used in this Collateral Assignment which are not defined herein shall have the means ascribed to them in the Lease.

(b) This Collateral Assignment shall not be binding upon the parties hereto unless and until Landlord shall have executed and delivered a fully executed copy of this Collateral Assignment to Assignor and Assignee.

(c) If any provision of this Collateral Assignment, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Collateral Assignment or the application of such provision to any other person or entity or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(d) To the extent that Assignor or Assignee has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Assignor and/or Assignee, as the case may be, irrevocably waives such immunity in respect of its obligations under this Collateral Assignment.

(e) Unless Landlord delivers notice to Assignor and Assignee to the contrary, Landlord's Agent is authorized to act as Landlord's agent in connection with the performance of this Collateral Assignment, and Assignor and Assignee shall be entitled to rely upon correspondence received from Landlord's Agent. Assignor and Assignee acknowledge that Landlord's Agent is acting solely as agent for Landlord in connection with the foregoing; and neither Landlord's Agent nor any of its direct or indirect partners, members, managers, officers, shareholders, directors, employees, principals, agents or representatives shall have any liability to Assignor or Assignee in connection with the performance of this Collateral Assignment, and Assignor and Assignee each waives any and all claims against any and all of such parties arising out of, or in any way connected with, this Collateral Assignment, the Building or the Real Property.

(f) For purposes of this Collateral Assignment, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter

and vice versa. This Collateral Assignment shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Collateral Assignment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Collateral Assignment or the intent of any provision hereof.

(g) This Collateral Assignment may be executed in 2 or more counterparts, including facsimile, PDF, and other electronic copies, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

(h) This Collateral Assignment and the obligation of Assignor and Assignee to pay Rent and to perform all of their respective other covenants and agreements under this Collateral Assignment shall not be affected, impaired or excused by any Unavoidable Delays.

[Signatures contained on the following page]

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment as of the day and year first above written.

WITNESS

**ASSIGNOR:
1270 OFFICE SUITES LLC**

**BY: BLACKFIELD OFFICE SUITES 1,
LLC, its managing member**

By: _____
Name:
Title:

**ASSIGNEE:
MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____
Name:
Title:

SUBJECT TO THE PROVISIONS OF THE ABOVE COLLATERAL ASSIGNMENT OF LEASE AND CONDITIONAL ASSUMPTION (THE "COLLATERAL ASSIGNMENT"), LANDLORD CONSENTS TO THE ASSIGNMENT OF THE LEASE IN ACCORDANCE WITH, AND SUBJECT TO, THE COLLATERAL ASSIGNMENT, IT BEING UNDERSTOOD AND AGREED, BY ASSIGNOR EXECUTING AND DELIVERING THE COLLATERAL ASSIGNMENT, THAT LANDLORD'S GRANTING OF THE FOREGOING CONSENT SHALL NOT BE DEEMED A WAIVER OF LANDLORD'S RIGHTS UNDER THE LEASE (AS SAME MAY BE FROM TIME TO TIME AMENDED, MODIFIED AND/OR ASSIGNED) TO CONSENT TO ANY FURTHER ASSIGNMENT OF THE LEASE (AS SAME MAY BE FROM TIME TO TIME AMENDED, MODIFIED AND/OR ASSIGNED) OR A SUBLETTING OF THE PREMISES OR ANY PORTION THEREOF:

**LANDLORD:
RCPI LANDMARK PROPERTIES, LLC**

By: _____
Name:
Title:

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

On this ____ day of _____, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On this ____ day of _____, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On this ____ day of _____, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Exhibit H-2

**SUBORDINATE COLLATERAL ASSIGNMENT OF LEASE AND CONDITIONAL
ASSUMPTION**

**COLLATERAL ASSIGNMENT OF LEASE
AND CONDITIONAL ASSUMPTION**

This Collateral Assignment of Lease and Conditional Assumption (this "Collateral Assignment") is dated this ____ day of January, 2018 between **1270 OFFICE SUITES LLC**, ("Assignor"), located at 786 Walt Whitman Road, Melville, New York 11747, and **PENTA MEZZANINE SBIC FUND I, L.P.**, ("Assignee"), located at 20 North Orange Ave., Suite 1550, Orlando, Florida 32801, Attn: Leo Koo, and consented to by **RCPI LANDMARK PROPERTIES, LLC**, as landlord ("Landlord"), located at c/o Tishman Speyer Properties, L.P., 45 Rockefeller Plaza, New York, New York 10111, Attn: Chief Legal Officer.

WITNESSETH:

WHEREAS, Assignor has requested that Assignee make loans or extend credit to Assignor;

WHEREAS, in order to induce Assignee to make such loans and extend such credit to Assignor, Assignor desires to assign to Assignee all of its right, title and interest as tenant under that certain lease (the "Lease") dated as of January ____, 2018, between Landlord and Tenant covering premises ("Premises") located on the 7th and 8th floors at 1270 Avenue of the Americas, New York, New York, as additional collateral security for the repayment of such loans and credit and all existing and future indebtedness and other obligations of any kind due or to become due from Assignor and/or any of its affiliates to Assignee and/or its affiliates (collectively, the "Indebtedness");

WHEREAS, Manufacturers and Traders Trust Company ("M&T") has also made loans or extended credit to Assignor;

WHEREAS, Assignee and M&T have entered into an Intercreditor and Subordination Agreement pursuant to which Assignee and M&T agreed that Assignee's loans and extensions of credit would in all respects be subordinate to the loans and extensions of credit of M&T and that Assignee would succeed to the rights of M&T under and pursuant to collateral documents securing said loans, including but not limited to, a collateral assignment of lease, which were in favor of M&T if, as and when M&T's loans and extensions of credit have been paid in full;

WHEREAS, contemporaneously herewith, Assignor has executed and delivered to M&T a collateral assignment of lease and conditional assumption;

WHEREAS, Assignee and M&T desire to memorialize the terms and conditions under which this Collateral Assignment shall become an effective and operative document; and

WHEREAS, pursuant to this Collateral Assignment, Assignee shall have the right, in connection with an Assumption (as hereinafter defined), to cure a default by Tenant under the Lease and arrange for a substitute tenant, which substitute tenant shall be a Related Entity (as defined in the Lease) of Assignee (herein, a "Designee") or a replacement tenant acceptable to

Landlord in its sole discretion pursuant to the terms of the Lease (herein, an "Approved Replacement Tenant"), all as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the parties hereto agree as follows:

1. Assignment of Lease as Additional Collateral. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Lease as additional collateral to secure the Indebtedness. Notwithstanding this Collateral Assignment to the Assignee, only Assignor shall have the rights as tenant under the Lease, including the right to exercise any option under the Lease, unless and until the Lease is assumed by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment.

2. Assignor Liable. Notwithstanding this Collateral Assignment or any assumption of the Lease by Assignee or any other person or entity, and notwithstanding anything contained in this Collateral Assignment to the contrary, Assignor shall remain liable for all payments due under, and for the observance, performance and compliance with all of the terms, covenants and conditions of, the Lease (as same may be from time to time amended, modified and/or assigned) to be paid, observed, performed or complied with by the tenant under the Lease, notwithstanding any renewal, amendment, modification or extension of the Lease, any assignment of the Lease or any interest therein or the subletting of all or portions of the Premises and Assignee, its Designee or an Approved Replacement Tenant shall not be liable for rent or any other obligation under the Lease until the Lease is assumed by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment.

3. No Modification of Lease.

6 Without affecting Landlord's consent to this Collateral Assignment, nothing contained in this Collateral Assignment or in any other instrument, document or agreement, shall be deemed or construed (i) to increase, amend, modify or extend any of Landlord's obligations or liabilities under the Lease (as same may be from time to time amended, modified and/or assigned), at law or in equity, in any way whatsoever, (ii) to diminish, reduce, restrict, limit, forfeit or waive any of Landlord's rights or remedies under the Lease (as same may be from time to time amended, modified and/or assigned), at law or in equity, in any way whatsoever, (iii) to diminish, reduce, restrict, limit or waive any of the obligations or liabilities of the tenant under the Lease, and/or (iv) otherwise to amend, modify, waive, impair or affect any of the terms, covenants, provisions or conditions contained in the Lease, or to waive any breach thereof, or any right or remedy of Landlord against Assignor or Assignee.

7 Notwithstanding anything contained in the Lease to the contrary, Landlord and Tenant acknowledge that any Material Modification requires the written consent of the Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. For the purposes of this Collateral Assignment, "Material Modification" means an agreement between Landlord and Tenant which (i) terminates the Lease, (ii) renews the term of the Lease, (iii) provides for the surrender of the Premises, or (iv) increases Tenant's monetary obligations under the Lease (other than to a de minimis extent) or increases Tenant's other obligations or liabilities under the Lease (other than to a de minimis extent), provided, however, that a "Material Modification" shall not include (x) the exercise by Landlord of any of its rights and remedies (including Landlord's right to terminate the Lease in the case of a default under the

Lease or an Event of Default or in the case of a fire or other casualty or condemnation), (y) any amendment or modification of the Lease that is contemplated or provided for in the Lease (including the exercise of any right or option contained in the Lease to extend, renew or terminate same), or (z) any amendment or modification of the Lease which is required to comply with a Requirement or a provision of the Lease.

8 Notwithstanding the foregoing and notwithstanding anything in the Lease to the contrary, provided there is an assumption of the Lease by the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, in accordance with this Collateral Assignment, only the Assignee, its Designee or an Approved Replacement Tenant, as the case may be, shall have the right to exercise the option to renew the term of the Lease pursuant to Article 29 of the Lease, in accordance with, and subject to, the applicable provisions of the Lease (as same may be from time to time amended, modified and/or assigned), to the extent the tenant under the Lease has the right to exercise said renewal option.

9 Notwithstanding anything contained in Section 3(b) above, nothing contained in this Collateral Assignment shall affect any of Landlord's rights or remedies under the Lease (as same may be from time to time amended, modified and/or assigned), at law and in equity (including the right to terminate the Lease) with respect to an Event of Default under the Lease or any default in the observance, performance or compliance with any of the terms, covenants or conditions of the Lease (as same may be from time to time amended, modified and/or assigned) to be performed by the tenant thereunder.

10 With the giving of any notice of default that Assignor may give to Landlord with respect to the Lease or the Premises, Assignor shall provide Assignee with a copy of such notice of default simultaneously as with delivery to Landlord, but Assignor's failure to do so shall not affect any of Landlord's rights or remedies.

(f) With the giving of any notice of default that Landlord may give to Assignor with respect to the Lease or the Premises, Landlord shall provide Assignee with a copy of such notice of default (such copy being herein referred to as an "Assignee Default Notice") at the same time Landlord gives such notice of default to Assignor pursuant to Article 15 of the Lease. In the case of an Event of Default (as such term is defined in the Lease; i.e., a default beyond applicable notice and cure periods), Landlord may exercise any or all rights and remedies available to it under the Lease or at law without further notice to, or consent by, Assignee.

4. Ability to Assign Lease. Assignor represents and warrants that it has the right to enter into and assign the Lease. Landlord hereby consents, without the payment of any additional monies in consideration for such consent, to the assignment of the Lease (as same may be from time to time amended, modified and/or assigned) to Assignee pursuant to this Collateral Assignment. Assignor hereby agrees that no further assignment of the Lease by Assignor shall be permitted without the written consent of Assignee.

5. Conditional Assumption/Assignment.

(a) Assignee, in its sole discretion, may elect to assume the obligations of the tenant under the Lease (as same may have been from time to time amended, modified, and/or assigned) from the date of assumption forward (the "Assumption"). The Assumption will only take effect upon the happening of the following events and conditions:

(i) The (x) occurrence of any breach, event of default, or other event that with the passage of time or giving of notice or both would constitute an event of default or breach by Assignor, under any of the Lease, any agreement between Assignor and Assignee, or any other obligation owing by Assignor to Assignee, (y) non-payment of all or any portion of the Indebtedness when due, or (z) breach of any of the obligations of Assignor hereunder;

(ii) The delivery of a written notice from Assignee to Landlord stating that Assignee, its Designee or an Approved Replacement Tenant, as the case may be, has elected to assume the Lease and that Assignee, its Designee or an Approved Replacement Tenant, as the case may be, will assume Assignee's obligations under the Lease and pay Landlord the past due rentals under the Lease as and to the extent provided in this Collateral Assignment (a "Notice of Assumption"), which Notice of Assumption, to be effective, shall be accompanied, in the case of an Assumption, by an assumption of lease agreement in form and content approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), pursuant to which Assignee, its Designee or an Approved Replacement Tenant, as the case may be, assumes all of the obligations and liabilities of the tenant under the Lease (as same may have been from time to time amended, modified, and/or assigned); and

(iii) Assignee, its Designee or an Approved Replacement Tenant, as the case may be, shall have cured all of the uncured monetary defaults of the tenant under the Lease, including defaults in the payment of Fixed Rent and Additional Rent and shall have cured or undertaken to have cured all of the uncured non-monetary defaults of the tenant under the Lease (other than the defaults described in Sections 15.1(e) and (f) of the Lease), in accordance with the applicable provisions of the Lease dealing with "tenant" defaults generally (including the applicable time periods to cure such defaults provided a timely Assignee Default Notice was sent to Assignee). The failure to cure any non-monetary defaults of the tenant under the Lease in accordance with the applicable provisions of the Lease dealing with "tenant" defaults generally (including the applicable time periods to cure such defaults) shall constitute a default on the part of the Assignee as tenant under the Lease and this Collateral Assignment, entitling Landlord to exercise any or all of its remedies. The parties acknowledge that some defaults may not be curable until Assignee has possession of the Premises, and in the case of such defaults the cure period shall not commence until Assignee first takes possession of the Premises, provided Assignee uses its best efforts to obtain possession of the Premises as soon as possible. Notwithstanding the foregoing, Landlord may exercise its rights under Article 16 of the Lease prior to Assignee obtaining possession of the Premises and, following an assumption of the Lease by Assignee in accordance with the provisions hereof, all amounts owed to Landlord pursuant said Article 16 shall be payable by Assignee to Landlord regardless of whether Assignee has obtained, or obtains, possession of the Premises.

(b) Neither the failure of Assignor to deliver possession of the Premises to Assignee (or to any person or entity claiming by, through or under Assignee), nor the Premises being in a condition that is in any way unacceptable to Assignee, (i) shall be a default by Landlord under this Collateral Assignment or the Lease, (ii) shall entitle Assignor or Assignee to terminate the Lease, (iii) shall be deemed an actual or constructive eviction, partial or total, of any portion of the Premises, (iv) shall entitle Assignor or Assignee to receive any abatement or diminution of Rent to claim or receive damages of any kind (including consequential damages), or to exercise any other right or remedy against Landlord, or (v) shall relieve or release Assignor or Assignee in any manner from any of their respective obligations under the Lease or this Collateral Assignment.

6. Real Property.

The Landlord acknowledges that it has been informed that Assignee has made and may continue to make substantial loans and/or monetary advances to Assignor, and that Assignee retains a first position perfected security interest in Assignor's assets. The parties acknowledge (a) that neither Assignee, nor any person or entity claiming by, through or under Assignee has, or will have, any security interest, lien or mortgage in, to or on the Real Property or any portion thereof, and (b) any security interest of Assignee relating to the Lease or the Premises shall be subordinate to Landlord's interest in the Real Property and any mortgage or similar instrument encumbering the Real Property.

7. Amendment. This Collateral Assignment shall not be amended or modified except in a writing signed by all of the parties hereto.

8. Term; Termination of Assignment. This Collateral Assignment shall continue in full force and effect until terminated in accordance with this Section 8. This Collateral Assignment shall terminate upon the expiration of the term of the Lease and otherwise, only upon receipt by Landlord and Assignor of written notice from Assignee stating that Assignor has indefeasibly paid and performed in full all of the outstanding Indebtedness.

9. Attorneys' Fees. Upon any exercise or enforcement of Landlord's rights hereunder, Assignor and/or Assignee shall pay Landlord any and all reasonable attorneys' fees and expenses incurred in connection therewith, which obligation shall be joint and several.

10. Waiver of Equity of Redemption. Assignor hereby knowingly, voluntarily and intentionally, having received the advice of counsel of its own selection, waives any right of redemption with respect to this Collateral Assignment and the exercise by Assignee of any rights hereunder.

11. **WAIVER OF JURY TRIAL AND SETOFF**. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE (A) RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH ARISING HEREUNDER. ASSIGNOR ALSO HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO INTERPOSE COUNTERCLAIMS OR SETOFFS OF ANY KIND AND DESCRIPTION IN ANY LITIGATION ARISING HEREUNDER OR TO COLLECT ANY OBLIGATIONS AND AGREES THAT ANY SUCH COUNTERCLAIM OR SETOFF WILL BE BROUGHT IN A SEPARATE PROCEEDING.

12. Successors. This Collateral Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and/or assigns.

13. Governing Law; Jurisdiction. This Collateral Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law rules. All disputes arising hereunder or relating hereto shall be brought and heard only in the state and federal courts located in New York, New York, and each party hereto agrees to the personal jurisdiction of such courts.

14. Entire Agreement. This Collateral Assignment (including any Schedules and Exhibits referred to herein and all supplementary agreements provided for herein) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and understandings of the parties hereto.

15. Intentionally Omitted

16. Consequential Damages. In no event shall Landlord be liable for, and Assignor and Assignee, on behalf of themselves and all other persons or entities claiming by, through or under Assignor or Assignee, hereby waive any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Collateral Assignment.

17. Transfer of Real Property; Limitation on Liability.

(a) Landlord's obligations under this Collateral Assignment shall not be binding upon the Landlord named herein after the sale, conveyance, assignment or transfer (collectively, a "Transfer") by such Landlord (or upon any subsequent landlord after the Transfer by such subsequent landlord) of its interest in the Building or the Real Property, as the case may be, and in the event of any such Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of Transfer, and the transferee of Landlord's interest (or that of such subsequent Landlord) in the Building or the Real Property, as the case may be, shall be deemed to have assumed all obligations under this Collateral Assignment arising from and after the date of Transfer.

(b) The liability of Landlord for Landlord's obligations under this Collateral Assignment shall be limited to Landlord's interest in the Real Property and Assignor and Assignee shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "Parties") in seeking either to enforce Landlord's obligations under this Collateral Assignment or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under this Collateral Assignment.

18. Miscellaneous.

(a) Capitalized terms used in this Collateral Assignment which are not defined herein shall have the means ascribed to them in the Lease.

(b) This Collateral Assignment shall not be binding upon the parties hereto unless and until Landlord shall have executed and delivered a fully executed copy of this Collateral Assignment to Assignor and Assignee.

(c) If any provision of this Collateral Assignment, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Collateral Assignment or the application of such provision to any other person or entity or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(d) To the extent that Assignor or Assignee has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise)

with respect to itself or its property, Assignor and/or Assignee, as the case may be, irrevocably waives such immunity in respect of its obligations under this Collateral Assignment.

(e) Unless Landlord delivers notice to Assignor and Assignee to the contrary, Landlord's Agent is authorized to act as Landlord's agent in connection with the performance of this Collateral Assignment, and Assignor and Assignee shall be entitled to rely upon correspondence received from Landlord's Agent. Assignor and Assignee acknowledge that Landlord's Agent is acting solely as agent for Landlord in connection with the foregoing; and neither Landlord's Agent nor any of its direct or indirect partners, members, managers, officers, shareholders, directors, employees, principals, agents or representatives shall have any liability to Assignor or Assignee in connection with the performance of this Collateral Assignment, and Assignor and Assignee each waives any and all claims against any and all of such parties arising out of, or in any way connected with, this Collateral Assignment, the Building or the Real Property.

(f) For purposes of this Collateral Assignment, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Collateral Assignment shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Collateral Assignment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Collateral Assignment or the intent of any provision hereof.

(g) This Collateral Assignment may be executed in 2 or more counterparts, including facsimile, PDF, and other electronic copies, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

(h) This Collateral Assignment and the obligation of Assignor and Assignee to pay Rent and to perform all of their respective other covenants and agreements under this Collateral Assignment shall not be affected, impaired or excused by any Unavoidable Delays.

19. Effectiveness of Collateral Assignment.

(a) This Collateral Assignment shall have no force and effect (subject to all other terms and conditions of this Collateral Assignment) whatsoever unless and until all of the following two (2) conditions precedent ("Conditions Precedent") have occurred:

(i) All of the loans and extensions of credit made by M&T have been indefasibly paid in full and discharged in full and in connection therewith, M&T has notified Assignee, Assignor, and Landlord of same in writing; and

(ii) If at that time there remain sums due and owing Assignee from Assignor.

(b) Upon the occurrence of all Conditions Precedent, Assignee shall forward a notice to Landlord, Assignor and M&T confirming the occurrence of all Conditions Precedent and the effectiveness of this Collateral Assignment as of the date thereof. Said notification shall be effective unless, within fourteen (14) days after M&T's receipt of said notice, M&T objects to same by delivering written notice of such objection to Landlord, Assignor and Assignee, which

objection shall be limited to disputing the assertion that all debts and obligations owed to M&T by Assignor have been paid in full. A failure on the part of M&T to so object to Assignee's notice within said fourteen (14) day period shall be deemed a waiver of M&T's right to dispute Assignee's notice. In the event of such a timely dispute by M&T, this Collateral Assignment shall not be effective until said dispute is resolved, by either written notice to Landlord and Assignor executed by both M&T and Assignee confirming such resolution, or by an order or judgment of a court of competent jurisdiction (it being understood that Landlord shall be entitled conclusively to rely and act upon any such court order or judgment and shall have no obligation to determine whether any such court order or judgment is final).

[Signatures contained on the following page]

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment as of the day and year first above written.

WITNESS

**ASSIGNOR:
1270 OFFICE SUITES LLC**

**BY: BLACKFIELD OFFICE SUITES 1,
LLC, its managing member**

By: _____
Name:
Title:

**ASSIGNEE:
PENTA MEZZANINE SBIC FUND I, L.P.**

By: _____
Name:
Title:

SUBJECT TO THE PROVISIONS OF THE ABOVE COLLATERAL ASSIGNMENT OF LEASE AND CONDITIONAL ASSUMPTION (THE "COLLATERAL ASSIGNMENT"), LANDLORD CONSENTS TO THE ASSIGNMENT OF THE LEASE IN ACCORDANCE WITH, AND SUBJECT TO, THE COLLATERAL ASSIGNMENT, IT BEING UNDERSTOOD AND AGREED, BY ASSIGNOR EXECUTING AND DELIVERING THE COLLATERAL ASSIGNMENT, THAT LANDLORD'S GRANTING OF THE FOREGOING CONSENT SHALL NOT BE DEEMED A WAIVER OF LANDLORD'S RIGHTS UNDER THE LEASE (AS SAME MAY BE FROM TIME TO TIME AMENDED, MODIFIED AND/OR ASSIGNED) TO CONSENT TO ANY FURTHER ASSIGNMENT OF THE LEASE (AS SAME MAY BE FROM TIME TO TIME AMENDED, MODIFIED AND/OR ASSIGNED) OR A SUBLETTING OF THE PREMISES OR ANY PORTION THEREOF:

**LANDLORD:
RCPI LANDMARK PROPERTIES, LLC**

By: _____
Name:
Title:

M&T CONSENTS TO THE ABOVE COLLATERAL ASSIGNMENT, INCLUDING SECTION 19 THEREOF:

**M&T:
MANUFACTURERS AND TRADERS TRUST COMPANY**

By: _____

Name:

Title:

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

On this ____ day of _____, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On this ____ day of _____, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On this ____ day of _____, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On this ____ day of _____, in the year 2018 before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public