
AGREEMENT OF LEASE

between

1350 LLC

Landlord

and

1350 OFFICE SUITES LLC

Tenant

Dated as of March __, 2019

**Entire, 2nd & 3rd Floors
1350 Avenue of the Americas
New York, New York 10019**

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LEASE (this "Lease") made as of the ____ day of March 2019 between 1350 LLC having an office c/o SL Green Realty Corp., at 420 Lexington Avenue, New York, New York, 10170, hereinafter referred to as "Landlord", and 1350 OFFICE SUITES LLC, a Delaware limited liability company having an office c/o Heitner, CPA, P.C., 786 Walt Whitman Road, Melville, New York 11747, hereinafter referred to as "Tenant".

WITNESSETH

Landlord and Tenant, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

ARTICLE 1

DEMISE; PREMISES AND PURPOSE

1.01 Landlord hereby leases and demises to Tenant, and Tenant hereby hires and takes from Landlord, those certain premises located on and comprising the entire rentable portion of (i) the second (2nd) floor (the "2nd Floor"), the rentable square foot area of which the parties acknowledge and agree shall be deemed to be approximately 24,833 square feet, and (ii) the third (3rd) floor (the "3rd Floor"), the rentable square foot area of which the parties acknowledge and agree shall be deemed to be approximately 25,088 square feet, each approximately as indicated by hatch marks on the plans annexed hereto and made a part hereof as Exhibit A (collectively, the "Premises") in the building known as and located at 1350 Avenue of the Americas, New York, New York (the "Building"), subject to the provisions of this Lease.

1.02 The Premises shall be used and occupied for executive and general office use and meeting and conference rooms in support thereof for Tenant's business of operating a first-class, premium, full service executive business center engaged in the licensing of individual offices within the Premises to independent third parties in accordance with the provisions of Section 4.15, below, and which shall be at all times consistent with executive and general office use customarily found in Class "A" high-rise office buildings located in Manhattan south of 96th Street (all of the foregoing, the "Permitted Use") and for no other purpose.

1.03 A. Tenant covenants that (i) the public corridors, lobby, elevators and stairwells and any other common areas of the Building shall not be obstructed or encumbered by Tenant, its agents, employees, servants, licensees, or invitees whatsoever or used for any purpose of than for ingress to and egress from the Premises and the Building; and (ii) Tenant shall not, and shall not permit its agents, employees, servants, licensees, patrons or invitees to assemble, congregate, loiter, obstruct, encumber, smoke, eat, drink, expectorate, engage in any indecent, unsanitary or unlawful act or create a nuisance in the public corridors, lobby, stairwells or other common areas of the Building or on or about the sidewalks or outdoor areas immediately adjacent to the Building or to form a line outside of the Premises which shall impede the flow of pedestrian traffic into or out of

the Building or on the sidewalks adjacent thereto or which would in any way interfere with, harass or disturb such pedestrian traffic. Tenant shall be solely responsible for, and shall pay to Landlord upon demand as Additional Rent (as defined in Article 3, below), any customary expense incurred by Landlord as a result of any breakage, stoppage or damage resulting from, or cleaning necessitated by, a violation of the foregoing by Tenant, its agents, employees, servants, licensees or invitees.

B. Tenant acknowledges and agrees that the provisions of this Section 1.03 are material inducements to Landlord to enter into this Lease, and that Tenant's breach of these provisions shall be deemed to be a material default under this Lease.

1.04 Tenant shall not permit messengers, delivery personnel or other individuals providing such services to Tenant ("Delivery Personnel") or other invitees to: (i) assemble, congregate or to form a line outside of the Premises or the Building or otherwise impede the flow of pedestrian traffic outside of the Premises or Building or (ii) park or otherwise leave bicycles, wagons or other delivery carts outside of the Premises or the Building except in locations outside of the Building designated by Landlord from time-to-time. Tenant shall require all Delivery Personnel to comply with rules promulgated by Landlord from time-to-time regarding the use of Delivery Personnel.

ARTICLE 2

TERM

2.01 The Premises are leased for a term of ten (10) years (the "Term") which shall commence on December 1, 2020 (the "Commencement Date") and shall end on November 30, 2030 (the "Expiration Date") or on such earlier date upon which the Term shall expire, be canceled or terminated pursuant to any of the terms, covenants or conditions of this Lease or pursuant to law.

ARTICLE 3

FIXED ANNUAL RENT AND ADDITIONAL RENT

3.01 Tenant shall pay fixed annual rent (the "Fixed Annual Rent") without electricity at the rates provided for in the schedule annexed hereto and made a part hereof as Exhibit B. Fixed Annual Rent shall be paid by Tenant in equal monthly installments in advance on the first (1st) day of each calendar month during the Term, except that the first (1st) monthly installment of Fixed Annual Rent shall be paid by Tenant on or prior to January 1, 2021, **time being of the essence**. All amounts other than Fixed Annual Rent payable under this Lease shall be deemed to be "Additional Rent" and shall be payable on demand, unless other payment dates are hereinafter provided. Tenant shall pay all Fixed Annual Rent and Additional Rent due under this Lease at the office of Landlord or such other place as Landlord may designate, payable in United States legal tender, by cash, or by good and sufficient check, unendorsed and payable to Landlord, drawn on a New York City bank which is a member of the New York Clearing House or a successor thereto, and

without any set off or deduction whatsoever. The term “Rent” as used in this Lease shall mean Fixed Annual Rent and Additional Rent. Landlord may apply payments made by Tenant towards the payment of any item of Fixed Annual Rent and/or Additional Rent payable under this Lease notwithstanding any designation by Tenant as to the items against which any such payment should be credited.

3.02 Subject to the provisions hereof, if and so long as Tenant is not in default under this Lease, the first sixty (60) full monthly installments of Fixed Annual Rent (without electricity) accruing under this Lease from and after the Commencement Date shall be partially abated by the sum of \$16,640.33 per month (for a total abatement of \$998,420.00).

ARTICLE 4

ASSIGNMENT/SUBLETTING

4.01 Neither Tenant nor Tenant’s legal representatives nor successors in interest by operation of law or otherwise, shall assign, mortgage or otherwise encumber this Lease, or sublet or permit all or part of the Premises to be used by others, without the prior consent of Landlord in each instance. The transfer of a majority of the issued and outstanding capital stock or assets of any corporate tenant or sublessee of this Lease or a majority of the total interest or assets in any partnership tenant or sublessee or company, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, the conversion of a tenant or sublessee entity to either a limited liability company or a limited liability partnership or the merger or consolidation of a corporate tenant or sublessee, shall be deemed an assignment of this Lease or of such sublease. If this Lease is assigned, or if the Premises or any part thereof is underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the Rent herein reserved, but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting. In no event shall any permitted sublessee assign or encumber its sublease or further sublet all or any portion of its sublet space, or otherwise suffer or permit the sublet space or any part thereof to be used or occupied by others, without Landlord’s prior consent in each instance. A modification, amendment or extension of a sublease shall be deemed a sublease, unless, in the case of an extension, the extension is pursuant to a right to extend the term of such sublease expressly provided to subtenant under such sublease (in which event, Tenant shall provide Landlord with at least ten (10) business days prior notice of such extension). The listing of the name of a party or entity other than that of Tenant on the Building or floor directory or on or adjacent to the entrance door to the Premises shall neither grant such party or entity any right or interest in this Lease or in the Premises nor constitute Landlord’s consent to any assignment or sublease to, or occupancy of the Premises by, such party or entity. If any lien is filed against the Premises or the Building of which the same form a part for brokerage services claimed to have been performed for Tenant in connection with any such assignment or sublease, whether or not actually performed, the same shall be discharged within ten

(10) business days thereafter, at Tenant's expense, by filing the bond required by law, or otherwise, and paying any other necessary sums, and Tenant hereby indemnifies and agrees to defend and save Landlord, its members, partners, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all claims, liabilities, losses, damages, awards, judgments, fines, penalties, costs and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) resulting from such lien for brokerage services rendered. Tenant's obligations under the provisions of the immediately preceding sentence shall survive the expiration or any sooner termination of this Lease.

4.02 A. If Tenant desires to (i) assign this Lease or to (ii) sublet the entire Premises or any portion of the Premises equal to or greater than fifty (50%) percent of a full floor portion of the Premises (no subletting of less than fifty (50%) percent of a full floor portion of the Premises being permitted under this Lease), it shall first submit in writing to Landlord all of the documents described in Section 4.06 hereof, and shall offer in writing ("Tenant's Recapture Offer"), (a) with respect to a prospective assignment, to assign this Lease to Landlord without any payment of moneys or other consideration therefor, or, (b) with respect to a prospective subletting, to sublet to Landlord the portion of the Premises involved ("Leaseback Area") for the term specified by Tenant in its proposed sublease or, at Landlord's option for the balance of the Term less one (1) day, and at the lower of (x) Tenant's proposed subrental or (y) the rate of Fixed Annual Rent and Additional Rent, and otherwise on the same terms, covenants and conditions, as are contained herein and as are allocable and applicable to the portion of the Premises to be covered by such subletting. Tenant's Recapture Offer shall specify the date when the Leaseback Area will be made available to Landlord, which date shall be in no event earlier than ninety (90) days nor later than one hundred eighty (180) days following the acceptance of Tenant's Recapture Offer (the "Recapture Date"). If an offer of sublease is made, and if the proposed sublease will result in all or substantially all of the Premises being sublet, then Landlord shall have the option to extend the term of its proposed sublease for the balance of the Term less one (1) day. Landlord shall have a period (the "Offer Period") of thirty (30) days from the receipt of such Tenant's Recapture Offer to either accept or reject Tenant's Recapture Offer or to terminate this Lease.

B. In the event Tenant reasonably believes in good faith that Landlord shall fail to timely accept or reject a Tenant's Recapture Offer or terminate this Lease or the applicable portion hereof, in accordance with Subsection 4.02A, hereof, then, Tenant may send Landlord a second (2nd) written request therefor in accordance with Subsection 4.02B the reminding Landlord of its obligation under Subsection 4.02A, above, and provided that Tenant shall have submitted such second (2nd) written request therefor together with all of the information and documentation set forth in Section 4.06 hereof (which second (2nd) written request may be delivered to Landlord no earlier than five (5) business days prior to the expiration of the Offer Period or later than five (5) business days after the expiration of the Offer Period, **time being of the essence**), which expressly refers to this Section 4.02 and the consequences of Landlord's failure to respond within five (5) business days after the date such request shall be deemed to have been given to Landlord, stating in bold, twelve (12) point font, all uppercase letters on the first page thereof: **"LANDLORD SHALL BE DEEMED TO HAVE WAIVED ITS RIGHT TO ACCEPT TENANT'S RECAPTURE OFFER OR TO TERMINATE THIS LEASE OR THE APPLICABLE PORTION THEREOF IF LANDLORD FAILS TO ACCEPT OR REJECT**

TENANT'S RECAPTURE OFFER OR TERMINATE THIS LEASE OR THE APPLICABLE PORTION THEREOF WITHIN FIVE (5) BUSINESS DAYS AFTER THIS NOTICE SHALL BE DEEMED TO HAVE BEEN GIVEN TO LANDLORD", and provided further that Landlord fails to timely accept Tenant's Recapture Offer or terminate this Lease or the applicable portion thereof as set forth above within said five (5) business day period, then Landlord shall be deemed to have waived its right to accept Tenant's Recapture Offer or terminate this Lease or the applicable portion thereof in such instance, subject to the provisions of this Article.

C. Notwithstanding anything to the contrary contained in this Article 4, in the event that Landlord fails to timely accept or reject a Tenant's Recapture Offer or terminate this Lease or the applicable portion hereof, in accordance with this Section 4.02, then such failure shall not constitute a material default by Landlord under this Lease or entitle Tenant to terminate this Lease or to any set-off, credit or abatement of Fixed Annual Rent or Additional Rent or to claim or recover any damages whatsoever, and in no event shall Tenant be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim, for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed its consent or approval.

4.03 If Landlord exercises its option to terminate this Lease, then (i) the Term shall end at the election of Landlord either (x) on the date that such assignment or sublet was to become effective or commence, as the case may be, or (y) on the Recapture Date and (ii) Tenant shall surrender to Landlord and vacate the Premises on or before such date in the same condition as is otherwise required upon the expiration of this Lease by its terms, (iii) the Rent due hereunder shall be paid and apportioned to such date, and (iv) Landlord shall be free to lease the Premises (or any portion thereof) to any individual or entity including, without limitation, Tenant's proposed assignee or subtenant.

4.04 If Landlord shall accept Tenant's Recapture Offer Tenant shall then execute and deliver to Landlord, or to anyone designated or named by Landlord, an assignment or sublease, as the case may be, in either case in a form reasonably satisfactory to Landlord's counsel.

If a sublease is so made it shall expressly:

(i) permit Landlord to make further subleases of all or any part of the Leaseback Area and (at no cost or expense to Tenant) to make and authorize any and all changes, alterations, installations and improvements in such space as necessary;

(ii) provide that Tenant will at all times permit reasonably appropriate means of ingress to and egress from the Leaseback Area;

(iii) negate any intention that the estate created under such sublease be merged with any other estate held by either of the parties;

(iv) provide that Landlord shall accept the Leaseback Area "as is" except that Landlord (a) at Tenant's expense (if such expense was to be borne by Tenant pursuant to the

expressly provisions of the Term Sheet (as defined in Section 4.06, below) submitted to Landlord as part and parcel of Tenant's Recapture Offer) and (b) at Landlord's expense (if such expense was to be borne by the subtenant pursuant to the express provisions of the Term Sheet submitted to Landlord as part and parcel of Tenant's Recapture Offer), shall perform all such work and make all such alterations as may be required physically to separate the Leaseback Area from the remainder of the Premises and to permit lawful occupancy, it being intended that Tenant shall have no other cost or expense in connection with the subletting of the Leaseback Area;

(v) provide that at the expiration of the term of such sublease Tenant will accept the Leaseback Area in its then existing condition, subject to the obligations of Landlord to make such repairs thereto as may be necessary to preserve the Leaseback Area in good order and condition, ordinary wear and tear excepted.

4.05 Landlord shall indemnify and save Tenant harmless from all obligations under this Lease as to the Leaseback Area during the period of time it is so sublet, except for Fixed Annual Rent and Additional Rent, if any, due under this Lease, which are in excess of the rents and additional sums due under such sublease. Subject to the foregoing, performance by Landlord, or its designee, under a sublease of the Leaseback Area shall be deemed performance by Tenant of any similar obligation under this Lease and any default under any such sublease shall not give rise to a default under a similar obligation contained in this Lease, nor shall Tenant be liable for any default under this Lease or deemed to be in default under this Lease if such default is occasioned by or arises from any act or omission of the tenant under such sublease or is occasioned by or arises from any act or omission of any occupant holding under or pursuant to any such sublease.

4.06 If Tenant requests Landlord's consent to a specific assignment or subletting, it shall submit in writing to Landlord (i) a fully negotiated, commercial real estate industry standard term sheet agreed to and executed by both Tenant and an independent, qualified, third party proposed assignee or sublessee, as the case may be, containing all of the material terms and conditions of the proposed assignment or sublease, as the case may be, including, without limitation, the name and address of the proposed assignee or sublessee and reasonably satisfactory information as to the nature and character of the business of the proposed assignee or sublessee and the nature of its proposed use of the space (the "Term Sheet"), and (ii) banking, financial or other credit information relating to the proposed assignee or sublessee reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or sublessee.

4.07 If Landlord shall not have accepted Tenant's Recapture Offer and Landlord shall not have terminated this Lease, as provided for in Section 4.02 hereof, then Landlord will consent or deny its consent to such assignment or subletting in accordance with the provisions of this Article 4 within thirty (30) days after Tenant requests Landlord's consent to such assignment or subletting and delivers to Landlord all documentation required under Section 4.06, above, (which request for consent may be given simultaneously with Tenant's Recapture Offer). Landlord will not unreasonably withhold, condition or delay its consent to Tenant's request for consent to such specific assignment or subletting of all or such portion of the Premises as is permitted by the express provisions of Section 4.02, above, for the Permitted Use, provided that any such assignment or subletting shall (i) have economic terms that shall not vary by more than five (5%) percent from the

economic terms contained in the Term Sheet and/or otherwise set forth in Tenant's Recapture Offer, (ii) be for the same term as the term designated in the Term Sheet and otherwise be upon all of the material terms, covenants and conditions set forth in Tenant's Recapture Offer, and (iii) comply with all other applicable provisions of this Article (and in the event that the economic terms and/or the term of such proposed subletting or assignment, as the case may be, vary from the economic terms and/or the term contained in the Term Sheet, or in the event that an assignment or sublease is not effected within one hundred fifty (150) days following the date upon which Tenant's Recapture Offer is given by Tenant to Landlord, then Tenant's request for consent shall be deemed to constitute a new Tenant's Recapture Offer to Landlord under the terms, covenants and conditions contained in the proposed sublease or assignment, as the case may be, with respect to which all of the provisions of this Article 4 shall again apply), and further provided that:

(i) The Premises shall not, without Landlord's prior consent, have been listed or otherwise publicly advertised for assignment or subletting at a rental rate lower than the higher of (a) the Fixed Annual Rent and all Additional Rent then payable, or (b) the then prevailing rental rate for other office space in the Building;

(ii) The proposed assignee or subtenant shall have a financial standing, be of a character, be engaged in a business, and propose to use the Premises, in a manner consistent with the Permitted Use and in keeping with the standards of the Building;

(iii) The proposed assignee or subtenant shall not then be a tenant, subtenant, assignee or occupant of any space in the Building, nor shall the proposed assignee or subtenant be a person or entity who has dealt with Landlord or Landlord's agent (directly or through a broker) with respect to space in the Building during the four (4) months immediately preceding Tenant's request for Landlord's consent;

(iv) The character of the business to be conducted in the Premises by the proposed assignee or subtenant shall not be likely to increase operating expenses or the burden on existing cleaning services, elevators or other services and/or systems of the Building;

(v) In case of a subletting, the subtenant shall be expressly subject to all of the obligations of Tenant under this Lease and the further condition and restriction that such sublease shall not be assigned, encumbered or otherwise transferred or the Premises further sublet by the subtenant in whole or in part, or any part thereof suffered or permitted by the subtenant to be used or occupied by others, without the prior consent of Landlord in each instance, which consent shall be granted or withheld in accordance with the provisions of this Article;

(vi) No subletting shall end later than one (1) day before the Expiration Date nor shall any subletting be for a term of less than one (1) year unless it commences less than one (1) year before the Expiration Date;

(vii) At no time shall there be more than two (2) occupants (including Tenant, but excluding any Permitted Licensees and/or Permitted Subtenant, as defined in Section 4.15, below), on each of the 2nd Floor or the 3rd Floor, as the case may be, at any given time;

(viii) Tenant shall reimburse Landlord on demand for any reasonable costs, including attorneys' fees and disbursements, that may be incurred by Landlord in connection with said assignment or sublease;

(ix) The character of the business to be conducted in the Premises by the proposed assignee or subtenant shall not require any alterations, installations, improvements, additions or other physical changes to be performed, or made to, any portion of the Building or the Building Project other than the Premises; and

(x) The proposed assignee or subtenant shall not be any entity which is entitled to diplomatic or sovereign immunity or which is not subject to service of process in the State of New York or to the jurisdiction of the courts of the State of New York and the United States located in New York County.

4.08 Any consent of Landlord under this Article shall be subject to the terms of this Article and conditioned upon there being no default by Tenant under any of the terms, covenants and/or conditions of this Lease after notice (in which event Tenant's rights and Landlord's obligations under this Article shall be suspended until Tenant's timely and full cure of the default alleged in such notice, at which time Tenant's rights and Landlord's obligations under this Article shall be reinstated) at the time that Landlord's consent to any such subletting or assignment is requested and on the date of the commencement of the term of any proposed sublease or the effective date of any proposed assignment. Tenant acknowledges and agrees that no assignment or subletting shall be effective unless and until Tenant, upon receiving any necessary Landlord's consent (and unless it was theretofore delivered to Landlord) causes a duly executed copy of the sublease or assignment to be delivered to Landlord within ten (10) days after execution thereof. Any such sublease shall provide that it shall be subject and subordinate to this Lease and that the sublessee shall comply with all applicable terms and conditions of this Lease to be performed by Tenant hereunder. Any such assignment of this Lease shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be performed by the Tenant. In addition to the foregoing, as a condition to such consent with respect to (i) an assignment of this Lease or (ii) a sublease of the entire rentable area of one (1) or more full floor portions of the Premises, Landlord may require Tenant to deposit additional security in an amount equal to fifty (50%) percent of the security then required to be on deposit with Landlord hereunder in order to secure performance of the obligations of Tenant accruing from and after the commencement date of any proposed sublease or the effective date of any proposed assignment. Notwithstanding the foregoing, the provisions of the immediately preceding sentence shall not apply to an assignment of this Lease or a subletting of all or such portion of the Premises as expressly permitted by Section 4.02, above, to a Related Entity, as defined in Section 4.14, below.

4.09 Intentionally deleted.

4.10 If Landlord shall not have accepted Tenant's Recapture Offer hereunder and Landlord has not elected to terminate this Lease, and Tenant effects any assignment or subletting, then Tenant thereafter shall pay to Landlord a sum equal to (a) fifty (50%) percent of any rent or

other consideration payable to Tenant by any subtenant which is in excess of the Rent then payable by Tenant to Landlord and allocable to the space which is demised exclusively to subtenant under the sublease (based on the proportion that said space bears to the entire Premises), after first deducting those reasonable and customary out-of-pocket costs and expenses for: alterations (or then-market rate tenant improvement allowances provided to any assignee or subtenant in lieu thereof), advertising, then-market rate rent concessions given to any such subtenant, brokerage commissions, and legal fees, paid by Tenant to independent third parties in order to obtain and negotiate such assignment or subletting; and (b) fifty (50%) percent of any other sums realized by Tenant from any such assignment or subletting, after first deducting those reasonable and customary out-of-pocket costs and expenses for: alterations (or then-market rate tenant improvement allowances provided to any assignee or subtenant in lieu thereof), advertising, then-market rate rent concessions given to any such subtenant, brokerage commissions, and legal fees, paid by Tenant to independent third parties in order to obtain and negotiate such assignment or subletting.

4.11 In no event shall Tenant be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim, for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed its consent or approval to a proposed assignment or subletting as provided for in this Article. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

4.12 Tenant shall not permit the Premises, or any portion thereof, to be used, occupied, licensed, assigned to or sublet by or for the benefit of any Prohibited Person or affiliate thereof. "Prohibited Person" means any person or entity subject to the provisions of the Executive Order 13224 on Terrorist Financing, or on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury or a successor thereto (or on any comparable list maintained by any other office or agency of the government of the United States), or with whom a party is prohibited from dealing or transacting by any terrorism, money laundering or other law, order or regulation of any governmental or quasi-governmental authority.

4.13 Notwithstanding anything to the contrary contained in this Article, neither the "recapture" provisions under Sections 4.02, 4.03, 4.04 and 4.05 of this Article (collectively, the "Recapture Provisions"), above, nor the "profit sharing" provisions of Section 4.10 of this Article shall apply in connection with, and Landlord's consent shall not be required for: (i) an assignment of this Lease or a sublease of all or only such portion of the Premises as expressly permitted by Section 4.02, above, for the Permitted Use to a Related Entity (as defined below); or (ii) in connection with a deemed assignment of this Lease resulting from a transfer of a majority of the issued and outstanding shares of capital stock or ownership interests of Tenant; provided that, with respect to both Subsections (i) and (ii) above: (a) such assignment or subletting shall be for a legitimate business purpose (i.e., the sale of Tenant's business) and not principally for the purpose of transferring solely this Lease; (b) Landlord is given prior notice thereof and reasonably satisfactory proof that the requirements of this Lease have been met and Tenant agrees to remain primarily liable, as well as jointly and severally, with any and all assignees or subtenants, as the case may be, for the obligations

of Tenant under this Lease; (c) any such transaction complies with the other applicable provisions of this Article; and (d) in Landlord's reasonable judgment the proposed assignee or subtenant is engaged in a business, and the Premises, will be used in a manner, which (1) is in keeping with the standards of the Building and (2) would not adversely affect or increase Landlord's costs in the operation of the Building; and provided that, with respect to Subsection (ii) above: as of the day immediately following said assignment or subletting, as the case may be, Tenant shall have a net income, as determined in accordance with generally accepted accounting principles taking into account contingent and unmatured liabilities ("GAAP") and certified by the certified public accountants of Tenant, equal to or in excess of Tenant's net income, as determined in accordance with GAAP, as so certified, as of (aa) the date of this Lease, or (bb) the day immediately prior to such transaction, whichever is greater.

4.14 For purposes of this Article:

A. the term "Related Entity" shall mean:

(x) a wholly-owned subsidiary of Tenant or any corporation or entity which controls or is controlled by Tenant or is under common control with Tenant, or

(y) any entity (i) to which all or substantially all of the assets of Tenant are transferred, or (ii) into which Tenant may be merged or consolidated, provided that in either case of Sub-subsection (x), above, or this Sub-subsection (y), as of the day immediately following such transaction, such transferee or the resulting or surviving corporation or other business entity, as the case may be, shall have a net income, as determined in accordance with GAAP and certified by the certified public accountants of such transferee or the resulting or surviving corporation or other business entity, as the case may be, equal to or in excess of Tenant's net income, as determined in accordance with GAAP, as so certified, as of (1) the date of this Lease, or (2) the day immediately prior to such transaction, whichever is greater; and

B. the term "control" shall mean, in the case of a corporation or other entity, ownership or voting control, directly or indirectly, of at least fifty (50%) percent of all of the general or other partnership (or similar) interests therein and the power to determine the actions of such entity.

C. Simultaneously with Tenant's notice to Landlord under Subsection 4.13(b), above, Tenant shall furnish Landlord with reasonable, detailed documentary evidence, consistent with GAAP, which establishes that such proposed assignee satisfies the foregoing financial requirements to Landlord's reasonable satisfaction.

4.15 A. Notwithstanding anything to the contrary contained in this Article, neither the Recapture Provisions nor the "profit sharing" provisions of Section 4.10 of this Article shall apply in connection with, and Landlord's consent shall not be required for: the licensing of the use of any individual office(s) within the Premises to independent third party individuals or entities (each a "Permitted Licensee" and collectively "Permitted Licensees") for general and executive office use only as part and parcel of Tenant's use of the Premises for the normal conduct of Tenant's

business for the Permitted Use and otherwise in compliance with all applicable terms, covenants and conditions of this Lease, provided and on the condition that (a) in no event shall: (i) any Permitted Licensee erect or install any signage outside of the Premises, or inside of the Premises, other than in accordance with the provisions of Article 44, below, or (ii) the use of any portion of the Premises by a Permitted Licensee create or be deemed to create any tenancy or any possessory right, title or interest of such Permitted Licensee in any portion of the Premises or this Lease, or (iii) the provisions of any such license violate the provisions of this Lease; (b) any such licensing shall be subject and subordinate to this Lease and all to which this Lease is subject and subordinate; (c) any such licensing arrangement shall terminate automatically upon the expiration or any sooner termination of this Lease; (d) any such licensing shall be without the installation of any separate entrance to the Premises; and (e) any such licensing arrangement is for a valid business purpose and not to circumvent the provisions of this Article 4.

B. Promptly upon request of Landlord (but in no event more than one (1) time each calendar month), Tenant shall provide Landlord with a schedule of all Permitted Licensees then using space at the Premises containing (i) the name of each such Permitted Licensee and current contact information therefor, (ii) a description of the nature and character of the business being conducted in the Premises by each such Permitted Licensee, and (iii) the length of each license term. Tenant shall execute a license agreement with each and every Permitted Licensee containing, without limitation (a) a statement providing the business in which such Permitted Licensee shall be primarily engaged at the Premises, (b) a limitation that such license shall be non-transferable, excluding a transfer of ownership or a change of control of such Permitted Licensee, (c) a limitation that such license shall be revocable, and (d) an affirmative statement that such license shall be subject and subordinate to this Lease.

C. In the event that Tenant proposes to sublease the entire rentable area of one (1) full floor of the Premises to an independent third party individual or entity as part and parcel of Tenant's use of the Premises for the normal conduct of Tenant's business for the Permitted Use, and provided that all aspects of such subletting shall be the same as the corresponding aspects of a proposed licensing of a portion of the Premises by Tenant under Subsection 4.15A, above, for the normal conduct of Tenant's business therein for the Permitted Use, with the sole deviation being the parties' execution of a sublease agreement rather than a license agreement, then neither the Recapture Provisions nor the "profit sharing" provisions of Section 4.10 of this Article shall apply (subject to the last sentence of this Subsection C) and Landlord's consent shall not be required for: the subletting of the entire rentable area of one (1) full floor of the Premises (no subletting of any portion of the Premises less than one (1) full floor or more than one (1) full floor being permitted under this Subsection C), to such independent third party individual or entity (the "Permitted Subtenant") for general and executive office use only as part and parcel of Tenant's use of the Premises for the normal conduct of Tenant's business for the Permitted Use and otherwise in compliance with all applicable terms, covenants and conditions of this Lease including, without limitation, the conditions set forth in Subsection 4.15A, above (provided, however, that for purposes of this Subsection C, all references in said Subsection 4.15A to "Permitted Licensee" shall be deemed to mean the "Permitted Subtenant" and all references to "licensing" or "license" shall be deemed to mean "subleasing" or "sublease", as the case may be), provided and on the condition that: (i) any such sublease shall be for a term of no more than thirty-six (36) months and (ii) any such

sublease shall comply with the provisions of Subsections 4.07(i) through (x), above. Notwithstanding anything to the contrary contained in this Lease including, without limitation the provisions of this Subsection C, above, any renewal or extension of a sublease under this Subsection C shall be subject to the Recapture Provisions and prior to any such renewal or extension, Tenant shall submit to Landlord Tenant's Recapture Offer accompanied by all of the documents described in Section 4.06, above, and Landlord shall be entitled to exercise its rights under the Recapture Provisions for the subleased portion of the Premises under such renewal or extension, in each instance.

ARTICLE 5

DEFAULT

5.01 Landlord may terminate this Lease on three (3) days' notice: (a) if Fixed Annual Rent or Additional Rent is not paid within ten (10) days after notice; or (b) if Tenant shall have failed to cure a default in the performance of any covenant of this Lease (except the payment of Rent), or any rule or regulation hereinafter set forth, within twenty (20) days after notice thereof, or if default cannot be completely cured in such time, if Tenant shall not promptly proceed to cure such default within said twenty (20) days, or shall not complete the curing of such default with due diligence; or (c) when and to the extent permitted by law, if a petition in bankruptcy shall be filed by or against Tenant or if Tenant shall make a general assignment for the benefit of creditors, or receive the benefit of any insolvency or reorganization act; or (d) if a receiver or trustee is appointed for any portion of Tenant's property and such appointment is not vacated within twenty (20) days; or (e) if an execution or attachment shall be issued under which the Premises shall be taken or occupied or attempted to be taken or occupied by anyone other than Tenant; or (f) if the Premises become and remain abandoned (i.e., having ceased operations in the Premises for a period of ten (10) consecutive days and defaulted in the payment of Rent); or (g) if Tenant shall default beyond any grace period under any other lease between Tenant and Landlord for space at the Building. At the expiration of the three (3) day notice period, this Lease and any rights of renewal or extension thereof shall terminate as completely as if that were the date originally fixed for the expiration of the Term, but Tenant shall remain liable as hereinafter provided.

5.02 In the event that Tenant is in arrears for Fixed Annual Rent or any item of Additional Rent, Tenant waives its right, if any, to designate the items against which payments made by Tenant are to be credited and Landlord may apply any payments made by Tenant to any items which Landlord in its sole discretion may elect irrespective of any designation by Tenant as to the items against which any such payment should be credited.

5.03 Tenant shall not seek to remove and/or consolidate any summary proceeding brought by Landlord with any other action or proceeding in connection with this Lease or the Premises.

5.04 Neither the partners, principals, members, shareholders, entities or individuals comprising the Landlord, nor the agents, directors, officers or employees of any of the foregoing, whether disclosed or undisclosed, shall be liable for the performance of the Landlord's obligations

under this Lease. Tenant agrees to look solely to Landlord's estate and interest in the Building and the land upon which the Premises and the Building are situated (the "Land"), or the lease of the Building or of the Land and Building, and the Premises, for the satisfaction of any right or remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord, and in the event of any liability by Landlord, no other property or assets of Landlord or of any of the aforementioned parties or entities shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use and occupancy of the Premises or any other liability of Landlord to Tenant.

ARTICLE 6

RELETTING, ETC.

6.01 If Landlord shall re-enter the Premises on the default of Tenant, by summary proceedings or otherwise: (a) Landlord may re-let the Premises or any part thereof, as Tenant's agent, in the name of Landlord, or otherwise, for a term shorter or longer than the balance of the Term, and may grant concessions or free rent; (b) Tenant shall pay Landlord any deficiency between the Rent hereby reserved and the net amount of any rents collected by Landlord for the remaining Term, through such re-letting. Such deficiency shall become due and payable monthly, as it is determined. Landlord shall have no obligation to re-let the Premises, and its failure or refusal to do so, or failure to collect rent on re-letting, shall not affect Tenant's liability under this Lease. In computing the net amount of rents collected through such re-letting, Landlord may deduct all customary expenses incurred in obtaining possession or re-letting the Premises, including legal expenses and fees, brokerage fees, the cost of restoring the Premises to good order, and the cost of all alterations and decorations deemed necessary by Landlord to effect re-letting. In no event shall Tenant be entitled to a credit or repayment for re-rental income which exceeds the sums payable by Tenant under this Lease or which covers a period after the original Term; (c) Tenant hereby expressly waives any right of redemption granted by any present or future law. "Re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning. In the event of a breach or threatened breach of any of the covenants or provisions hereof, Landlord shall have the right of injunctive relief. Mention herein of any particular remedy shall not preclude Landlord from any other available remedy; (d) Landlord shall recover as liquidated damages, in addition to accrued Rent and other charges, if Landlord's re-entry is the result of Tenant's bankruptcy, insolvency, or reorganization, the full rental for the maximum period allowed by any act relating to bankruptcy, insolvency or reorganization.

6.02 If Landlord lawfully re-enters the Premises for any cause, or if Tenant abandons the Premises, or after the expiration or any sooner termination of the Term, any property left in the Premises by Tenant shall be deemed to have been abandoned by Tenant, and Landlord shall have the right to retain or dispose of such property in any manner without any obligation to account therefor to Tenant. If Tenant shall at any time default under this Lease, and if Landlord shall incur legal or professional fees in order to enforce this Lease, then Tenant will reimburse Landlord, as Additional Rent, for the legal and professional fees thereby incurred by Landlord.

6.03 Notwithstanding anything to the contrary contained in this Lease, if either party is in default under this Lease and the non-defaulting party shall serve any predicate notices required by applicable law or this Lease and/or institute an action or proceeding against the defaulting party based upon such default, then the party who obtains a final, non-appealable judgment, order or award in its favor on the merits in any such action or proceeding shall be entitled to reimbursement (in the case of Tenant, by way of credit against the next accruing monthly installment(s) of Fixed Annual Rent (without electricity) until such reimbursement is satisfied) within twenty (20) days after demand accompanied by reasonable supporting documentation, by the other party hereto for the reasonable attorneys' fees and disbursements incurred by the prevailing party. Notwithstanding the foregoing, in the event that Landlord commences a summary eviction proceeding against Tenant and (i) the default(s) alleged in such proceeding is/are cured prior to the entry of a final, non-appealable judgment, order or award on the merits, or (ii) such proceeding is dismissed on procedural grounds; Tenant shall reimburse Landlord, as Additional Rent, for the reasonable attorneys' fees and disbursements incurred by Landlord in connection with any such predicate notices and any such summary eviction proceeding.

ARTICLE 7

LANDLORD MAY CURE DEFAULTS

7.01 If Tenant shall default in performing any covenant or condition of this Lease, after any required notice is given to Tenant and the expiration of any applicable cure periods, if any (provided, however, that notice and/or the expiration of any applicable cure periods shall not be required in the event of an imminent danger to health or safety or in the event that the failure to promptly remedy such default may result in potential criminal or other liability or a default by Landlord under a mortgage, ground lease or other agreement), Landlord may perform the same for the account of Tenant, and if Landlord, in connection therewith, or in connection with any default by Tenant, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorneys' fees, such sums so paid or obligations incurred shall be deemed to be Additional Rent hereunder, and shall be paid by Tenant to Landlord within five (5) days of demand therefor, and if the Term shall have expired at the time of the making of such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages. Upon Tenant's request, to the extent reasonably available to Landlord, Landlord shall provide reasonable supporting documentation evidencing the sums set forth in such demand.

ARTICLE 8

ALTERATIONS

8.01 A. Tenant shall make no decoration, alteration, addition or improvement (herein referred to as "Alterations") in or to the Premises without the prior consent of Landlord, and then only by contractors or mechanics reasonably consented to by Landlord and in such manner and time, and with such materials, as consented to by Landlord in accordance with Building rules and

regulations governing tenant Alterations. Notwithstanding the foregoing, Landlord's negative experience with any such contractors or mechanics (in that they: (i) fail to prosecute work in a professional, ethical manner and otherwise consistent with good business or trade practice, (ii) default on their obligations to Landlord, its representatives, affiliates, or other occupants of the Building, or (iii) conduct themselves in an unprofessional or disreputable manner in or about the Building) or reasonable concerns regarding the financial stability of, or any criminal proceedings pending against, any such contractors or mechanics shall be deemed to be a reasonable basis upon which for Landlord to refuse to grant its consent to or to revoke any consent previously granted by Landlord. All Alterations to the Premises, including air-conditioning equipment and duct work, except movable office furniture and trade equipment installed at the expense of Tenant, shall, unless Landlord elects otherwise in writing, become the property of Landlord, and shall be surrendered with the Premises, at the expiration or any sooner termination of this Lease. Subject to Subsections (B) and (C), below, any such Alterations which Landlord shall designate shall be removed by Tenant and any damage repaired, at Tenant's expense, in compliance with all applicable provisions of this Lease, prior to the expiration or any sooner termination of this Lease.

B. Notwithstanding anything to the contrary contained in this Lease, however, Tenant shall not be obligated to remove any Alterations duly consented to by Landlord and performed by or on behalf of Tenant in or to the Premises in compliance with this Lease, except for Specialty Alterations. For purposes of this Section 8.01, the term "Specialty Alterations" shall mean Alterations performed by or on behalf of Tenant after the Commencement Date consisting of kitchens, pantries, executive bathrooms, raised computer floors, server rooms, vaults, libraries, filing systems, internal staircases, dumbwaiters, pneumatic tubes, vertical and horizontal transportation systems, any Alterations which are structural in nature or penetrate or otherwise affects any floor slab, and other Alterations of a similar character which are not customary for general office use in Class "A" office buildings in midtown Manhattan. Prior to the expiration or any sooner termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove any Specialty Alteration, repair any damage to the Premises or the Building due to such removal, cap all electrical, plumbing and waste disposal lines in accordance with sound construction practices and restore the Premises to the condition existing prior to the making of such Specialty Alteration, reasonable wear and tear excepted. Notwithstanding anything to the contrary contained in this Article, Tenant acknowledges and agrees that Tenant shall, at Tenant's sole cost and expense, remove all telecommunications and data equipment and wiring from the Premises prior to the expiration or termination of this Lease. All such work shall be performed in accordance with plans and specifications first consented to by Landlord, such consent not to be unreasonably withheld or delayed, and in compliance with all applicable terms, covenants, and conditions of this Lease. If Landlord's insurance premiums increase as a result of any Specialty Alterations, Tenant shall pay each such increase each year as Additional Rent within thirty (30) days after receipt of a bill therefor from Landlord.

C. Notwithstanding the foregoing, however, if at the time of Tenant's request for Landlord's consent to the performance of any Specialty Alteration(s), Tenant's request contains the following language in bold, capital letters:

**"TENANT REQUESTS THAT LANDLORD NOTIFY TENANT,
TOGETHER WITH LANDLORD'S CONSENT TO THE ENCLOSED**

TENANT'S PLANS WHETHER LANDLORD REQUIRES ANY SPECIALTY ALTERATION SHOWN ON THE ENCLOSED PLANS TO BE REMOVED FROM THE PREMISES AT THE EXPIRATION OR SOONER TERMINATION OF THE TERM OF THE LEASE;”

then, in such event, at the time of Landlord’s issuance of consent, Landlord shall either: (i) elect to have such Specialty Alteration(s) removed from the Premises by Tenant on or prior to the expiration or sooner termination of this Lease; or (ii) elect not to have such Specialty Alteration(s) removed from the Premises on or prior to the expiration or sooner termination of this Lease. If Landlord elects to have such Specialty Alterations removed by Tenant, such Specialty Alterations shall be removed from the Premises by Tenant on or prior to the expiration or sooner termination of this Lease, and any resulting damage to the Premises or the Building repaired by Tenant promptly thereafter in compliance with all applicable provisions of this Lease, at Tenant’s sole cost and expense.

8.02 Anything hereinabove to the contrary notwithstanding, Landlord will not unreasonably withhold or delay consent to requests of Tenant to make nonstructural interior Alterations in the Premises, provided that such Alterations do not affect utility services or plumbing and electrical lines or other systems of the Building and do not affect and are not visible from any portion of the Building outside of the Premises. Further, and notwithstanding anything to the contrary contained in this Article, Landlord’s consent shall not be required for purely decorative nonstructural interior Alterations to the Premises provided that such Alterations: (1) comply with all applicable provisions of this Lease; (2) do not require the filing of plans with, or the issuance of permits or licenses by, any governmental or quasi-governmental agency or authority having jurisdiction; (3) do not affect utility services or plumbing or electrical lines or other systems of the Building; and (4) do not affect and are not visible from any portion of the Building outside of the Premises.

All Alterations shall be performed in accordance with the following conditions:

(i) Prior to the commencement of any Alteration which has been duly consented to by Landlord under this Article 8, or for which Landlord’s consent is not required under this Article 8 but which (a) costs more than Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars, or (b) requires the issuance of permits or licenses by any governmental or quasi-governmental agency or authority having jurisdiction or (c) is structural or which affects any Building systems or utilities; Tenant shall first submit to Landlord, and obtain Landlord’s consent of, detailed dimensioned coordinated plans and specifications, including layout, architectural, mechanical, electrical, plumbing and structural drawings for each proposed Alteration. Landlord’s consent to any such plans and specifications shall not constitute or be deemed to be a representation, covenant or warranty by Landlord with regard to the safety, adequacy, correctness or efficiency of said plans and specifications or the Alteration contemplated therein, or that same comply with any law, code, rule and/or regulation, nor shall such consent by Landlord be construed to relieve Tenant from fulfilling any of the other obligations to be performed by Tenant under this Lease. Landlord shall be given, in writing, in advance, a good description of all other Alterations.

(ii) All Alterations in and to the Premises shall be performed by duly licensed and insured professionals, in a good and workmanlike manner, using only new and first-class materials and in accordance with the Building's rules and regulations governing tenant Alterations. Prior to the commencement of any such Alterations, Tenant shall, at its sole cost and expense, obtain and exhibit to Landlord any governmental permit required in connection with such Alterations. In order to compensate Landlord for its general conditions and the costs incurred by Landlord in connection with Tenant's performance of Alterations in and/or to the Premises (including, without limitation, the costs incurred by Landlord in connection with the coordination of Alterations which may affect systems or services of the Building or portions of the Building outside of the Premises), Tenant shall pay to Landlord a fee equal to three (3%) percent of the cost of such Alterations (provided, however, that (a) the aforementioned three (3%) percent fee shall not apply to Tenant's Alteration Work, as defined in Section 50.01, below, and (b) solely with respect to purely decorative Alterations to the Premises (such as painting or carpeting the Premises), in lieu of the foregoing percentage, Tenant shall reimburse Landlord for any and all reasonable out-of-pocket costs and expenses incurred by Landlord in connection therewith). Such fee or reimbursement, as the case may be, shall be paid by Tenant as Additional Rent hereunder within ten (10) days of demand therefor.

(iii) All Alterations shall be done in compliance with all other applicable provisions of this Lease and with all applicable laws, ordinances, directions, rules and regulations of governmental authorities having jurisdiction including, without limitation, the Americans with Disabilities Act of 1990 and New York City Local Law No. 58/87 and similar present or future laws, and regulations issued pursuant thereto, and also New York City Local Law No. 76 and similar present or future laws, and regulations issued pursuant thereto, on abatement, storage, transportation and disposal of asbestos and other hazardous materials, which work, if required, shall be effected at Tenant's sole cost and expense, by contractors and consultants consented to by Landlord and in strict compliance with the aforesaid rules and regulations and with Landlord's rules and regulations thereon.

(iv) Under no circumstance shall the presence of any party retained by or on behalf of Tenant to perform work, or render services or deliver materials in or about the Premises (including, without limitation, for the uses expressly permitted under this Lease) be permitted to result in any labor unrest, dispute, picketing, slowdown, work stoppage, strike or disharmony whatsoever at or about the Building or any premises located therein; in such event, Tenant shall immediately and permanently discontinue the use of such party and take such other remedial measures as may be necessary in order to restore labor harmony.

(v) Tenant shall keep the Building and the Premises free and clear of all liens for any work or material claimed to have been furnished to Tenant or to the Premises. The provisions of this Subsection (v) shall survive the expiration or any sooner termination of this Lease.

(vi) Prior to the commencement of any work by or for Tenant costing more than Three Hundred Seventy-Five Thousand (\$375,000.00) Dollars, Tenant shall furnish to Landlord certificates evidencing that all contractors, subcontractors, engineers, consultants and vendors

performing any of such work have obtained all insurance required pursuant to Landlord's rules and regulations governing Alterations.

(vii) In granting its consent to any Alteration, Landlord may impose such conditions as to guarantee completion (including, without limitation, requiring Tenant to post additional security or a bond to insure the completion of such Alteration, payment, restoration or otherwise), as Landlord may reasonably require.

(viii) All work to be performed by Tenant shall be done in a manner which will not interfere with or disturb other tenants and occupants of the Building.

(ix) The review and/or consent by Landlord, its agents, consultants and/or contractors, of any Alteration or of plans and specifications therefor and the coordination of such Alteration work with the Building, as described in part above, are solely for the benefit of Landlord, and neither Landlord nor any of its agents, consultants or contractors shall have any duty toward Tenant; nor shall Landlord or any of its agents, consultants and/or contractors be deemed to have made any representation or warranty to Tenant, or have any liability, with respect to the safety, adequacy, correctness, efficiency or compliance with laws of any plans and specifications, Alterations or any other matter relating thereto.

(x) Promptly following the substantial completion of any Alteration which has been duly consented to by Landlord under this Article 8, or for which Landlord's consent is not required under this Article 8 but which (a) costs more than Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars, or (b) requires the issuance of permits or licenses by any governmental or quasi-governmental agency or authority having jurisdiction or (c) is structural or which affects any Building systems or utilities, Tenant shall submit to Landlord: (I) one (1) set and one (1) electronic version (using a current version of Autocad or such other similar software as is then commonly in use) of final, "as-built" plans for the Premises showing such Alteration and demonstrating that such Alteration was performed substantially in accordance with plans and specifications first consented to by Landlord and (II) an itemization of Tenant's total construction costs, detailed by contractor, subcontractors, vendors and materialmen; bills, receipts, lien waivers and releases from all contractors, subcontractors, vendors and materialmen; architects' and Tenant's certification of completion, payment and acceptance, and all governmental approvals and confirmations of completion for such Alteration.

8.04 Notwithstanding anything to the contrary contained in this Lease, Tenant shall engage only the Class E vendor, expeditor or other building department consultant designated by Landlord from time to time ("Landlord's Building Dept. Consultant") in connection with any and all filings, approvals, permits, licenses and consents to or from any and all governmental and quasi-governmental agencies and authorities in conjunction with any and all Alterations to the Premises or the Building which Tenant intends to perform or does perform to the Premises, the Building or any part thereof, provided that the prices charged and scope of services offered by Landlord's Building Dept. Consultant are comparable to those customarily charged and offered by other reputable vendors offering similar services in midtown Manhattan. Tenant agrees that other than Landlord's Building Dept. Consultant, it shall not engage any other vendor for such purpose without Landlord's

prior consent in each instance.

ARTICLE 9

LIENS

9.01 Prior to commencement of its work in the Premises, Tenant shall obtain and deliver to Landlord a letter of authorization, in form satisfactory to Landlord's counsel, signed by all architects, engineers and designers to become involved in such work, which shall confirm that any of their drawings or plans are to be removed from any filing with governmental authorities on request of Landlord, at such time as said architect, engineer or designer thereafter no longer is providing services with respect to the Premises. With respect to contractors, subcontractors, materialmen and laborers, and architects, engineers and designers, for all work or materials to be furnished to Tenant at the Premises, Tenant agrees to obtain and deliver to Landlord written and unconditional waiver of mechanics liens upon the Premises or the Building after payments to the contractors, etc., subject to any then applicable provisions of the Lien Law. Notwithstanding the foregoing, Tenant at its expense shall cause any lien filed against the Premises or the Building, for work or materials claimed to have been furnished to Tenant, to be discharged of record within ten (10) business days after Tenant has actual knowledge thereof. The provisions of this Article 9 shall survive the expiration or any sooner termination of this Lease.

ARTICLE 10

REPAIRS

10.01 Tenant shall take good care of the Premises and the fixtures and appurtenances therein, and shall make all repairs necessary to keep them in good working order and condition, including structural repairs when those are necessitated by the act, omission or negligence of Tenant or its agents, employees, invitees or contractors, subject to the provisions of Article 11 hereof. The exterior walls and roofs of the Building, the mechanical rooms, service closets, shafts, areas above any hung ceiling and the windows and the portions of all window sills outside same are not part of the Premises demised by this Lease, and Landlord hereby reserves all rights to such parts of the Building. Tenant shall not paint, alter, drill into or otherwise change the appearance of the windows including, without limitation, the sills, jambs, frames, sashes, and meeting rails.

ARTICLE 11

FIRE OR OTHER CASUALTY

11.01 Damage by fire or other casualty to the Building and to the core and shell of the Premises (which shall be deemed to exclude any Tenant improvements, betterments and personal property) shall be repaired at the expense of Landlord ("Landlord's Restoration Work"), but without

prejudice to the rights of subrogation, if any, of Landlord's insurer to the extent not waived herein. Landlord shall not be required to repair or restore any of Tenant's property or any alteration, installation or leasehold improvement made in and/or to the Premises. If, as a result of such damage to the Building or to the core and shell of the Premises, the Premises or any portion thereof are rendered untenantable in that neither Tenant nor any of those claiming by, through or under Tenant can use all or any portion of the Premises for the Permitted Use and neither Tenant nor any of those claiming by, through or under Tenant use the Premises or such applicable portion thereof for any purpose whatsoever, the Rent shall abate in proportion to the portion of the Premises rendered untenantable from the date after such fire or other casualty until Landlord's Restoration Work is substantially completed. Landlord shall not be liable to Tenant for any delay in performing Landlord's Restoration Work, Tenant's sole remedy being the right to an abatement of Rent, as provided above or to terminate this Lease in its entirety as provided by the express provisions of Section 11.03, below. Tenant shall cooperate with Landlord in connection with the performance by Landlord of Landlord's Restoration Work. If the Premises are rendered wholly untenantable by fire or other casualty and if Landlord shall decide not to restore the Premises, or if the Building shall be so damaged that Landlord shall decide to demolish it or not to rebuild it (whether or not the Premises have been damaged), Landlord may within ninety (90) days after such fire or other cause give notice to Tenant of its election that the Term shall automatically expire no less than ten (10) days after such notice is given. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Landlord and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. The provisions of this Section 11.01 shall survive any termination of this Lease pursuant to this Section 11.01.

11.02 In the event that the Premises has been damaged or destroyed and this Lease has not been terminated in accordance with the provisions of this Article, Tenant shall: (i) cooperate with Landlord in the restoration of the Premises and shall remove from the Premises as promptly as reasonably possible all of Tenant's salvageable inventory, movable equipment, furniture and other property; and (ii) repair the damage to any Tenant improvements, betterments and personal property and restore the Premises to a condition equal or superior to that which existed prior to such fire or other casualty promptly following the date upon which Landlord's Restoration Work shall have been substantially completed by Landlord.

11.03 In the event that all or substantially all of the Premises are rendered wholly untenantable or inaccessible, as the case may be, due to fire or other casualty and neither Tenant nor any of those claiming by, through or under Tenant can use the Premises for the Permitted Use and neither Tenant nor any of those claiming by, through or under Tenant use the entire Premises for any purpose whatsoever, and Landlord fails to substantially complete Landlord's Restoration Work or restore access to the Premises, as the case may be, within three hundred sixty-five (365) days after such fire or other casualty (subject to Force Majeure, as defined in Section 11.04, below) then, and in

such event, Tenant may elect to terminate this Lease upon notice to Landlord (Tenant's "Casualty Termination Notice") given within thirty (30) days after the expiration of such three hundred sixty-five (365) day period, **time being of the essence**, and the Term shall expire on the date set forth in the Casualty Termination Notice, which date shall be not less than ten (10) or greater than thirty (30) days after the date Tenant's Casualty Termination Notice is given to Landlord (the "Casualty Termination Date"), provided and on the condition that Tenant surrenders to Landlord possession of the Premises on or before the Casualty Termination Date in the condition required by this Lease as if such date were the expiration date of this Lease, in which event Tenant shall remain liable for any and all obligations under this Lease (including, without limitation, billed but unpaid, or unbilled and unpaid, amounts due under this Lease) through the date of such fire or other casualty and the representations, covenants and warranties of Articles 20 (Indemnity) and 40 (Brokers) of this Lease shall survive any such termination, as well as any other provisions of this Lease which, by their terms, survive the expiration or any sooner termination of this Lease. Notwithstanding the foregoing, however, in the event that after Landlord's receipt of Tenant's Casualty Termination Notice, Landlord gives Tenant notice that Landlord's Restoration Work will be substantially completed prior to the Casualty Termination Date, and provided that Landlord's Restoration Work is, in fact, substantially completed prior to the Casualty Termination Date then, and in such event, Landlord's notice shall negate and nullify Tenant's Casualty Termination Notice and this Lease shall remain in force and effect. **Time shall be of the essence** in connection with all of the dates contained in this Section and failure by Tenant to properly and timely deliver the Casualty Termination Notice shall be deemed a waiver of Tenant's right to terminate this Lease under this Section 11.03.

11.04 Notwithstanding anything to the contrary contained in this Lease, in the event that Landlord shall be unable to perform, or is delayed in performing, any act required under the provisions of this Lease; Landlord shall be unable to make, or delayed in making, any repairs, additions, alterations, improvements or decorations; or Landlord shall be unable to supply, or is delayed in supplying any equipment or fixtures by reason of acts of God, strikes or labor troubles, accidents, weather conditions that render the performance of any such obligation or work unsafe or impracticable, National Emergency, acts of war, emergency, terrorism, bioterrorism, governmental preemption, or by reason of any law, rule, order or regulation of any government or quasi-governmental agency or authority, civil commotion, fire or other casualty, mechanical breakdown, unavailability of labor, fuel, water, electricity or materials or any other condition of supply and demand, delays caused by other occupants or tenants of Building, any other cause whatsoever beyond Landlord's reasonable control, which have been or are affected by any of the foregoing reasons (each of the foregoing, "Force Majeure"), then the period set forth in this Lease for the performance of such act shall be tolled until Landlord is no longer so prevented. Notwithstanding the foregoing, "Force Majeure" shall not include any inability or delay resulting from insufficient funds.

ARTICLE 12

END OF TERM

12.01 Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease vacant and broom clean, free of all occupancies, encumbrances and

violations and otherwise in good order and condition, reasonable wear and tear excepted, and Tenant shall remove all of its property. Tenant hereby indemnifies and agrees to defend and save Landlord, its members, partners, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all claims, liabilities, losses, damages, awards, judgments, fines, penalties, costs and expenses of every kind and nature resulting from delay by Tenant in so surrendering the Premises (including, without limitation, reasonable attorneys' fees and any claims made by any succeeding tenant, licensee or occupant founded on such delay). The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant timely to surrender the Premises will be substantial, will exceed the amount of monthly installments of Rent theretofore payable hereunder, and will be impossible of accurate measurement. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord on or before the expiration or any sooner termination of this Lease, Tenant shall pay to Landlord as liquidated damages for each month and for each portion of any month during which Tenant holds over in the Premises after the expiration or any sooner termination of this Lease, a sum equal to two (2) times the average Fixed Annual Rent and Additional Rent which was payable per month under this Lease during the last six (6) months of the Term (without the benefit of any set-offs, credits or abatements). The aforesaid obligations shall survive the expiration or any sooner termination of this Lease. At any time during the Term, upon reasonable prior notice to Tenant (which notice may be verbal, notwithstanding anything to the contrary contained in Article 27, below), Landlord may exhibit the Premises to prospective purchasers or mortgagees of Landlord's interest therein. During the last year of the Term, upon reasonable prior notice to Tenant (which notice may be verbal, notwithstanding anything to the contrary contained in Article 27, below), Landlord may exhibit the Premises to prospective tenants. In connection with Landlord's entry into the Premises under this Section 12.01, Landlord agrees to use commercially reasonable efforts to minimize interference with the ordinary conduct of Tenant's business in the Premises for the Permitted Use and Tenant shall have a reasonable opportunity to have a representative present at such entry; provided, however, such entries may be performed, in Landlord's sole discretion, on normal business days during normal business hours.

ARTICLE 13

SUBORDINATION AND ESTOPPEL, ETC.

13.01 This Lease, and all rights of Tenant hereunder, are, and shall continue to be, subject and subordinate in all respects to:

- (1) all ground leases, overriding leases and underlying leases of the Land and/or the Building now or hereafter existing;
- (2) all mortgages that may now or hereafter affect the Land, the Building and/or any of such leases, whether or not such mortgages shall also cover other lands and/or buildings;
- (3) each and every advance made or hereafter to be made under such mortgages;

(4) all renewals, modifications, replacements and extensions of such leases and such mortgages; and

(5) all spreaders and consolidations of such mortgages.

13.02 The provisions of Section 13.01 of this Article shall be self-operative, and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver any instrument that Landlord, the lessor of any such lease, the holder of any mortgage or any of its successors in interest shall reasonably request to evidence such subordination and, in the event that Tenant shall fail to execute and deliver any such instrument within ten (10) days after request therefor and shall continue to fail to do so within five (5) days after a second (2nd) request therefor, then such failure shall constitute a default by Tenant hereunder and Landlord and any other requesting party shall be entitled to rely on Tenant's silence as an indication that this Lease is in full force and effect, is unmodified (except as may be indicated by Landlord), and that Landlord is not then in default of any provision contained in this Lease, and Tenant shall be deemed to have waived any right to contest the substance of such instrument or of any party's reliance thereon.

The leases to which this Lease is, at the time referred to, subject and subordinate pursuant to this Article 13 are herein sometimes called "superior leases", the mortgages to which this Lease is, at the time referred to, subject and subordinate are herein sometimes called "superior mortgages", the lessor of a superior lease or its successor in interest at the time referred to is sometimes herein called a "lessor" and the mortgagee under a superior mortgage or its successor in interest at the time referred to is sometimes herein called a "mortgagee".

13.03 In the event of any act or omission of Landlord that would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until:

(i) it has given notice of such act or omission to the mortgagee of each superior mortgage and the lessor of such superior lease whose name and address shall previously have been furnished to Tenant; and

(ii) a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such mortgagee or lessor shall have obtained possession of the Premises and become entitled under such superior mortgage or superior lease, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy). Nothing contained herein shall obligate such lessor or mortgagee to remedy such act or omission.

13.04 If the lessor of a superior lease or the mortgagee of a superior mortgage shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then, at the request of such party so succeeding to Landlord's rights (hereinafter sometimes called a "successor landlord"), and upon such successor landlord's

written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between such successor landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment, except that such successor landlord shall not be subject to any offset or liable for any previous act or omission of Landlord under this Lease (other than, and to the extent that, same shall continue after such attornment).

13.05 If, in connection with obtaining financing or refinancing for the Building, a banking, insurance, or other lender shall request reasonable modifications to this Lease as a condition to such financing or refinancing, Tenant shall not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not materially increase the obligation, or materially decrease the rights, of Tenant hereunder. In no event shall a requested modification of this Lease requiring Tenant to do the following be deemed to materially adversely affect the leasehold interest hereby created:

- (i) give notice of any default by Landlord under this Lease to such lender and/or permit the curing of such defaults by such lender; and
- (ii) obtain such lender's consent for any modification of this Lease.

13.06 This Lease may not be modified or amended so as to reduce the Rent, shorten the Term, or otherwise materially affect the rights of Landlord under this Lease, or be canceled or surrendered, without the prior consent in each instance of the ground lessors and of any mortgagees whose mortgages shall require such consent. Any such modification, agreement, cancellation or surrender made without such prior consent shall be null and void.

13.07 Tenant agrees that if this Lease terminates, expires or is canceled for any reason or by any means whatsoever by reason of a default under a ground lease or mortgage, and the ground lessor or mortgagee so elects by notice to Tenant, this Lease shall automatically be reinstated for the balance of the Term which would have remained but for such termination, expiration or cancellation, and Tenant shall attorn to and recognize such successor landlord as the landlord under such reinstated Lease, at the same rental, and upon the same agreements, covenants, conditions, restrictions and provisions herein contained, with the same force and effect as if no such termination, expiration or cancellation had taken place. Tenant covenants to execute and deliver any instrument required to confirm the validity of the foregoing.

13.08 From time to time, Tenant, on at least ten (10) business days' prior request by Landlord, shall deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid and stating whether or not Landlord is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default and in the event that Tenant shall fail to execute and deliver any such instrument within ten (10) business days

after request therefor and shall continue to fail to do so within five (5) days after a second (2nd) request therefor, then such failure shall constitute a default by Tenant hereunder, and Landlord and any other requesting party shall be entitled to rely on Tenant's silence as an indication that this Lease is in full force and effect, is unmodified (except as may be indicated by Landlord), that Landlord is not then in default of any provision contained in this Lease and that any other information contained therein is true and correct as of the date thereof, and Tenant shall be deemed to have waived any right to contest the substance of such instrument or of any party's reliance thereon.

13.09 From time to time during the Term, but not more often than once in any twelve (12) month period, on at least twenty (20) days' prior request by Tenant, Landlord shall deliver to Tenant a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid and stating whether or not Tenant has been issued any notice of default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default. In the event that Landlord shall fail to timely comply with its obligation under this Section 13.09, Tenant's sole and exclusive remedy shall be to commence an action or proceeding seeking to obtain injunctive relief compelling Landlord's specific performance, in which event, should Tenant obtain a final, non-appealable judgment or order in its favor on the merits, Landlord shall reimburse Tenant for the actual out-of-pocket reasonable attorneys' fees paid by Tenant in obtaining such judgment or order by way of a credit against the next monthly installment(s) of Fixed Annual Rent (without electricity) payable under this Lease.

13.10 For purposes of this Section 13.10: (i) mortgages affecting the Building entered into after the date upon which this Lease is executed and unconditionally delivered by Landlord and Tenant are sometimes hereinafter referred to as a "Future Mortgage", individually, and "Future Mortgages", collectively, and the holder thereof are sometimes hereinafter referred to as a "Future Senior Mortgagee", individually, and "Future Senior Mortgagees", collectively.

Notwithstanding anything to the contrary contained in the Lease, with respect to any Future Senior Mortgagee holding a Future Mortgage, promptly upon the acquisition of such an interest by a Future Senior Mortgagee, Landlord shall obtain for the benefit of, and deliver to, Tenant a subordination, non-disturbance and attornment agreement (an "SNDA Agreement") with each such Future Senior Mortgagee. Said SNDA Agreement(s) will be in the form then customarily used by each such Future Senior Mortgagee, but shall provide in substance, among other things, that so long as Tenant is not in default under this Lease or under the SNDA Agreement after notice and beyond any applicable grace period provided for herein or therein, as the case may be, if any, such Future Senior Mortgagee will not terminate this Lease or take any action to recover possession of the Premises, notwithstanding any termination of the Landlord's interest in the Building and the land upon which it is located. Under no circumstances shall any Future Senior Mortgagee be subject to any offsets or defenses not expressly provided for in this Lease which Tenant may have against Landlord or bound by any credit for Fixed Annual Rent or Additional Rent which may have been paid by Tenant to Landlord more than the then current month. Landlord shall have no liability to Tenant for its failure to obtain any such SNDA Agreement. Landlord's agreement to obtain such SNDA Agreement(s) under this Section shall not impose any obligation upon Landlord (i) to incur

any cost or expense or (ii) to institute any legal or other proceeding in connection with obtaining such SNDA Agreement(s). Any fees or costs imposed by any Future Senior Mortgagee or its attorney(s) in connection with obtaining any such SNDA Agreement(s) shall be paid by Tenant provided, however, that Landlord shall notify Tenant of the projected fees and costs prior to incurring the same. Tenant agrees to execute and acknowledge all such SNDA Agreement(s) and return same to Landlord within ten (10) business days after Landlord's request therefor, **time being of the essence**. In the event that Tenant fails to so execute any such SNDA Agreement(s) and deliver same to Landlord within said ten (10) business days and continues to fail to do so within ten (10) days of a second request by Landlord, **time being of the essence**, such failure shall constitute a waiver by Tenant of Landlord's obligation hereunder to seek to obtain an SNDA Agreement from such Future Senior Mortgagee.

ARTICLE 14

CONDEMNATION

14.01 If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu thereof, for any public or quasi-public purpose, this Lease shall terminate on the date of the vesting of title through such proceeding or purchase, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Term, nor shall Tenant be entitled to any part of the condemnation award or private purchase price. If less than a substantial part of the Premises is condemned, Landlord shall have no liability to Tenant and this Lease shall not terminate, but Rent shall abate in proportion to the portion of the Premises condemned.

ARTICLE 15

REQUIREMENTS OF LAW

15.01 Tenant at its expense shall comply with all laws, orders and regulations of any governmental authority having or asserting jurisdiction over the Premises, which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises or the use or occupancy thereof, including, without limitation, compliance in the Premises with all city, state and federal laws, rules and regulations on the disabled or handicapped, on fire safety and on hazardous materials. The foregoing shall not require Tenant to do structural work to the Building. Notwithstanding anything to the contrary contained in this Section, Tenant's obligations to perform work to the Premises in order to comply with all laws, orders and regulations of any governmental authority having or asserting jurisdiction over the Premises shall be limited to such work necessitated by (i) Tenant's particular manner of use of the Premises or method of operation therein (as opposed to mere office use), (ii) alterations and Tenant improvements in the Premises, (iii) a default by Tenant under this Lease or (iv) the negligence or willful misconduct of Tenant, its agents, representatives, servants, employees, invitees, or any person or entity entering or occupying the Premises or any portion thereof through Tenant.

15.02 Any person engaged by Tenant to clean any window in the Premises from the outside shall be required to use the equipment and safety devices required by Section 202 of the Labor Law and the rules of any governmental authority having or asserting jurisdiction.

15.03 Tenant at its expense shall comply with all requirements of the New York Board of Fire Underwriters, or any other similar body affecting the Premises, and shall not use the Premises in a manner which shall increase the rate of fire insurance of Landlord or of any other tenant, over that in effect prior to this Lease. If Tenant's use of the Premises increases the fire insurance rate, Tenant shall reimburse Landlord for all such increased costs as Additional Rent. That the Premises are being used for the purpose set forth in Article 1 hereof shall not relieve Tenant from the foregoing duties, obligations and expenses.

15.04 Landlord shall be responsible for compliance with all laws, orders and regulations of any governmental authority having or asserting jurisdiction over the common areas of the Building which are not otherwise the obligation of Tenant or other tenants or licensees of the Building, to the extent that Landlord does not dispute any such law, order or regulation, and unless the necessity for such compliance arises as a result of (i) a default by Tenant under this Lease or (ii) the acts, omissions or particular manner of use of the Premises by Tenant, its employees, representatives, agents, servants, licensees or subtenants, in any of which events such compliance shall be undertaken by Landlord at Tenant's cost and expense payable as Additional Rent upon demand.

ARTICLE 16

CERTIFICATE OF OCCUPANCY

16.01 Tenant will at no time use or occupy the Premises in violation of the certificate of occupancy issued for the Building. The statement in this Lease of the nature of the business to be conducted by Tenant shall not be deemed to constitute a representation or guaranty by Landlord that such use is lawful or permissible in the Premises under the certificate of occupancy for the Building.

ARTICLE 17

POSSESSION

17.01 If Landlord shall be unable to give possession of the Premises on the Commencement Date because of the retention of possession of any occupant thereof, alteration or construction work, or for any other reason, Landlord shall not be subject to any liability for such failure. In such event, this Lease shall stay in full force and effect, without extension of its Term. However, the Rent under this Lease shall not commence until the Premises are available for occupancy by Tenant. If delay in possession is due to work, changes or decorations being made by or

for Tenant, or is otherwise caused by Tenant, there shall be no Rent abatement under this Article and the Rent shall commence on the date specified in this Lease. If permission is given to Tenant to occupy the Premises or other premises prior to the date specified as the commencement of the Term, such occupancy shall be deemed to be pursuant to the terms of this Lease, except that the parties shall separately agree as to the obligation of Tenant to pay Rent for such occupancy. The provisions of this Article are intended to constitute an “express provision to the contrary” within the meaning of Section 223(a), New York Real Property Law.

ARTICLE 18

QUIET ENJOYMENT

18.01 Landlord covenants that if Tenant pays the Rent and fully and timely performs all of Tenant’s other obligations under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject to the terms, covenants and conditions of this Lease and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

ARTICLE 19

RIGHT OF ENTRY

19.01 Tenant shall permit Landlord to erect, construct and maintain pipes, conduits and shafts in and through the Premises. Whenever commercially reasonable, such pipes, conduits and shafts shall be concealed behind existing walls or above existing ceilings, otherwise they shall run along the existing ceiling and/or perimeter walls. Landlord or its agents shall have the right to enter or pass through the Premises at all times upon reasonable prior notice (which notice may be verbal notwithstanding anything to the contrary contained in Article 27, below) (except in an emergency when no notice shall be required), by master key and, in the event of an emergency, by reasonable force or otherwise, to examine the same, and to make such repairs, alterations or additions as it may deem necessary or desirable to the Premises or the Building, and to take all material into and upon the Premises that may be required therefor. Such entry and work shall not constitute an eviction of Tenant in whole or in part, shall not be grounds for any abatement of Rent, and shall impose no liability on Landlord by reason of inconvenience or injury to Tenant’s business. Landlord shall have the right at any time, without the same constituting an actual or constructive eviction, and without incurring any liability to Tenant, to change the arrangement and/or location of entrances or passageways, windows, corridors, elevators, stairs, toilets, or other public parts of the Building, and to change the designation of rooms and suites and the name or number by which the Building is known. In connection with Landlord’s entry into the Premises under this Section 19.01, Landlord agrees to use commercially reasonable efforts to minimize interference with the ordinary conduct of Tenant’s business in the Premises for the Permitted Use; provided, however, such entries may be performed on normal business days during normal business hours and in no event shall Landlord be obligated to employ contractors or laborers at overtime or premium pay rates in order to do so.

ARTICLE 20

INDEMNITY

20.01 Tenant shall indemnify, defend and hold harmless Landlord, all lessors and all mortgagees and each of their respective partners, members, directors, officers, shareholders, principals, board members, managers, agents and employees (each, a "Landlord Indemnified Party"), harmless from and against any and all claims made by third parties against any such Landlord Indemnified Party arising from (i) any act, omission or negligence of Tenant or any person claiming through or under Tenant or any of their respective partners, directors, officers, agents, employees or contractors, (ii) any accident, injury or damage occurring in, at or upon the Premises during the Term (or prior to the Commencement Date, if arising from or in connection with any negligence of Tenant or any person claiming through or under Tenant or any of their respective partners, directors, officers, agents, employees or contractors), (iii) Tenant's breach of any of its obligations under this Lease or (iv) any brokerage commission or similar compensation claimed to be due by reason of any proposed subletting or assignment by Tenant; in each case together with all reasonable costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorneys' fees and disbursements. The provisions of this Section 20.01 shall survive the expiration or sooner termination of this Lease.

ARTICLE 21

LANDLORD'S LIABILITY, ETC.

21.01 This Lease and the obligations of Tenant hereunder shall not in any way be affected because Landlord is unable to fulfill any of its obligations or to supply any service, by reason of strike or other cause not within Landlord's control. Landlord shall have the right, without incurring any liability to Tenant, to stop any service because of accident or emergency, or for repairs, alterations or improvements, necessary or desirable in the judgment of Landlord, until such repairs, alterations or improvements shall have been completed. Landlord shall not be liable to Tenant or anyone else, for any loss or damage to person, property or business; nor shall Landlord be liable for any latent defect in the Premises or the Building.

21.02 In the event that solely as a result of Landlord's failure, as required by the express provisions of this Lease, to (i) furnish any service or utility (ii) perform any repair, which service, utility or repair Landlord is required to furnish or perform by the express provisions of this Lease, and provided that in any of the foregoing events, Tenant and all those claiming by, through or under Tenant cannot and do not use or occupy all or any affected portion of the Premises for a period of ten (10) consecutive business days or more after notice thereof to Landlord, and further provided that during such period Landlord fails to substantially: restore such service or utility or perform such repair (or, in the event that any of the same cannot be substantially accomplished within such ten (10) consecutive business day period, then provided Landlord has not commenced and continued to

diligently prosecute same within and beyond said ten (10) consecutive business day period until completion) then, as and for Tenant's sole and exclusive remedy, Tenant shall be entitled to an abatement in the payment of the Fixed Annual Rent allocable to such portion of the Premises which cannot be and is not used or occupied by Tenant and all those claiming by, through or under Tenant for each day from and after said ten (10) consecutive business day period until the earlier to occur of (x) the date upon which said service or utility is substantially restored or such repair is substantially performed, as the case may be, and (y) Tenant or any of those claiming by, through or under Tenant resume use and/or occupancy of all or such affected portion of the Premises; provided further, however, that Tenant shall not be entitled to such an abatement in the event that such failure results from (a) any installation, alteration or improvement performed by or on behalf of Tenant which is not performed in a good workmanlike manner and in compliance with this Lease and all applicable laws, codes, rules and regulations of governmental and quasi-governmental agencies and authorities having jurisdiction; (b) a default by Tenant under the provisions of this Lease; (c) the negligence, tortious conduct or willful misconduct of Tenant or any of those claiming by, through or under Tenant, or their respective invitees; or (d) Force Majeure.

ARTICLE 22

CONDITION OF PREMISES

22.01 (i) Landlord and Tenant acknowledge that Tenant is currently in occupancy of the Premises under that certain sublease (the "Sublease") dated as of July 10, 2009, by and between Tenant's predecessor-in-interest, Universal Executive Centers, Inc., as subtenant, and HarperCollins Publishers L.L.C. (f/k/a HarperCollins Publishers Inc.), as sublandlord ("Sublandlord"), and that Sublandlord's Lease (as defined in said Sublease) for the Premises is scheduled to expire by its terms on November 30, 2020.

(ii) The parties hereto acknowledge that Tenant is currently in occupancy of the Premises, has inspected the Premises and the Building and is fully familiar with the physical condition thereof and Tenant agrees to accept the Premises at the commencement of the Term in its then "as is" condition. Tenant acknowledges and agrees that Landlord shall have no obligation to do any work in or to the Premises in order to make it suitable and ready for Tenant's continued occupancy and use. The foregoing shall not vitiate Landlord's obligation to perform Landlord's Work, as and to the extent expressly set forth in this Article and on Exhibit C annexed hereto and made a part hereof.

22.02 (i) Promptly after the Commencement Date, Landlord, or Landlord's designated agent, shall perform, in Landlord's sole discretion, either item #1 or #2 of the work set forth on the schedule annexed hereto and made a part hereof as Exhibit C in a Building standard manner, using Building standard materials ("Landlord's Work"), with reasonable dispatch, subject to delay by causes beyond its control or by the action or inaction of Tenant.

(ii) Notwithstanding anything to the contrary contained in this Lease, in the event Landlord performs item #2 on Exhibit C hereto then, at any time thereafter, Landlord shall

have the right (but not the obligation), in Landlord's sole discretion, to re-enter the Premises and perform items #1 on Exhibit C hereto.

22.03 Tenant acknowledges and agrees that Landlord or Landlord's designated agent will be performing Landlord's Work on normal business days during normal business hours during Tenant's occupancy of the Premises, and Landlord shall have no liability to Tenant, Tenant shall have no right of set-off, credit or abatement of Rent, or to terminate this Lease, as a result of any interference or disruption resulting from the performance of Landlord's Work. Furthermore, in order to facilitate the performance of Landlord's Work without delay and/or additional expense to Landlord, Tenant shall promptly upon request and at Tenant's sole cost and expense temporarily relocate to other areas within the Premises all materials, personalty, furnishings, personal property, trade fixtures and equipment located therein as reasonably designated by Landlord. Notwithstanding anything to the contrary contained in this Section 22.03, Landlord shall not perform drilling, boring or slab cutting during normal business hours on normal business days.

ARTICLE 23

CLEANING

23.01 Landlord shall cause the Premises to be kept clean in accordance with Landlord's customary standards for the Building (a copy of which standards, as of the date of this Lease being annexed hereto and made a part hereof as Exhibit D ("Cleaning Specifications"), provided, however, such Cleaning Specifications are subject to change from time to time on a non-discriminatory basis), provided they are kept in order by Tenant. Landlord or Landlord's designee shall perform the cleaning set forth on the Cleaning Specifications at Landlord's cost. Landlord, its cleaning contractor and their employees shall have after-hours access to the Premises and the use of Tenant's light, power and water in the Premises as may be reasonably required for the purpose of cleaning the Premises. Landlord may remove Tenant's extraordinary refuse (i.e., refuse of a quantity or nature in excess of that ordinarily generated by customary office use) from the Building and Tenant shall pay the cost thereof, which cost shall be enforced on a non-discriminatory basis.

23.02 Tenant acknowledges that Landlord has designated a cleaning contractor for the Building. Tenant agrees to employ said cleaning contractor or such other contractor as Landlord shall from time to time designate (the "Building Cleaning Contractor") to perform all cleaning services Tenant elects to have performed at the Premises which are not required to be performed by Landlord pursuant to the Cleaning Specifications and for any other waxing, polishing, and other cleaning and maintenance work of the Premises and Tenant's furniture, fixtures and equipment (collectively, "Tenant Cleaning Services") provided that the prices charged by said contractor are comparable to the prices customarily charged by other reputable cleaning contractors employing union labor in midtown Manhattan for the same level and quality of service. Tenant acknowledges that it has been advised that the Building Cleaning Contractor may be a division or affiliate of Landlord. Tenant agrees that it shall not employ any other cleaning and maintenance contractor, nor any individual, firm or organization for such purpose, without Landlord's prior consent. In the event that Landlord and Tenant cannot agree on whether the prices then being charged by the Building

Cleaning Contractor for such cleaning services are comparable to those charged by other reputable contractors as herein provided, then Landlord and Tenant shall each obtain two (2) bona fide bids for such services from reputable cleaning contractors performing such services in comparable buildings in midtown Manhattan employing union labor, and the average of the four (4) bids thus obtained shall be the standard of comparison. In the event that the Building Cleaning Contractor does not agree to perform such cleaning services for Tenant at such average price, Landlord shall not unreasonably withhold its consent to the performance of Tenant Cleaning Services by a reputable cleaning contractor designated by Tenant employing union labor with the proper jurisdictional qualifications; provided, however, that, without limitation, Landlord's experience with such contractor or any criminal proceedings pending or previously filed against such contractor may form a basis upon which Landlord may withhold or withdraw its consent. Notwithstanding anything to the contrary contained in this Section 23.02, Tenant's employees may perform any Tenant Cleaning Services in lieu of Tenant employing the Building Cleaning Contractor to perform the same, provided, however, in no event shall Tenant employ any third party individual or entity to perform any Tenant Cleaning Services without Landlord's prior consent, in each instance.

ARTICLE 24

JURY WAIVER

24.01 Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or involving the right to any statutory relief or remedy. Tenant will not interpose any counterclaim of any nature in any summary proceeding.

ARTICLE 25

NO WAIVER, ETC.

25.01 No act or omission of Landlord or its agents shall constitute an actual or constructive eviction, unless Landlord shall have first received notice of Tenant's claim and shall have had a reasonable opportunity to meet such claim. In the event that any payment herein provided for by Tenant to Landlord shall become overdue for a period in excess of ten (10) days, then at Landlord's option a "late charge" shall become due and payable to Landlord, as Additional Rent, from the date it was due until payment is made, at the following rates: for individual and partnership lessees, said late charge shall be computed at the maximum legal rate of interest; for corporate or governmental entity lessees the late charge shall be computed at two (2%) percent per month unless there is an applicable maximum legal rate of interest which then shall be used. No act or omission of Landlord or its agents shall constitute an acceptance of a surrender of the Premises, except a writing signed by Landlord or its designated agent for the management of the Building. The delivery or acceptance of keys to Landlord or its agents shall not constitute a termination of this Lease or a surrender of the Premises. Acceptance by Landlord of less than the Rent herein provided shall at

Landlord's option be deemed on account of earliest Rent remaining unpaid. No endorsement on any check, or letter accompanying Rent, shall be deemed an accord and satisfaction, and such check may be cashed without prejudice to Landlord. No waiver of any provision of this Lease shall be effective, unless such waiver be in writing signed by the party to be charged. In no event shall Tenant be entitled to make, nor shall Tenant make any claim, and Tenant hereby waives any claim for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord had unreasonably withheld, delayed or conditioned its consent or approval to any request by Tenant made under a provision of this Lease. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance or declaratory judgment. Tenant shall comply with the rules and regulations contained in this Lease, and any modifications thereof or additions thereto. Landlord shall not be liable to Tenant for the violation of such rules and regulations by any other tenant. Failure of Landlord to enforce any provision of this Lease, or any rule or regulation, shall not be construed as the waiver of that provision, rule or regulation or of any violation of such provision, rule or regulation of this Lease. This Lease shall not be affected by nor shall Landlord in any way be liable for the closing, darkening or bricking up of windows in the Premises, for any reason, including as the result of construction on any property of which the Premises are not a part or by Landlord's own acts.

ARTICLE 26

OCCUPANCY AND USE BY TENANT

26.01 If this Lease is terminated because of Tenant's default under this Lease, then, in addition to Landlord's rights of re-entry, restoration, preparation for and re-rental, and anything elsewhere in this Lease to the contrary notwithstanding, all Fixed Annual Rent and Additional Rent reserved in this Lease from the date of such breach to the expiration date of this Lease shall become immediately due and payable to Landlord and Landlord shall retain its right to judgment on and collection of Tenant's aforesaid obligation to make a single payment to Landlord of a sum equal to the total of all Fixed Annual Rent and Additional Rent reserved for the remainder of the Term, subject to future credit or repayment to Tenant in the event of any re-renting of the Premises by Landlord, after first deducting from re-rental income all customary expenses incurred by Landlord in reducing to judgment or otherwise collecting Tenant's aforesaid obligation, and in obtaining possession of, restoring, preparing for and re-letting the Premises (provided, however, in no event shall Tenant be entitled to a credit or repayment for re-rental income which exceeds the sums payable by Tenant hereunder or which covers a period after the original Term).

ARTICLE 27

NOTICES

27.01 Any bill, notice, statement, demand, request, approval, consent or other communication required or permitted to be given, rendered or made by either party to the other pursuant to this Lease (other than routine bills for Fixed Annual Rent or Additional Rent or for

updates to Building policies and procedures, rules or regulations, any of which may be sent by regular mail, or in any of the manners set forth below, to Tenant at the Premises, without copies to any other additional address) shall be in writing and shall be deemed to have been properly given, rendered or made, if given to the address for the recipient party as set forth on the first page of this Lease: (i) by certified mail, return receipt requested, postage prepaid; or (ii) by nationally recognized overnight delivery service; or (iii) in the case where Tenant is the recipient party only: by hand at the Premises, in which case Landlord shall contemporaneously send a courtesy copy thereof to Tenant by way of regular mail or any of the methods set forth above, at the address for Tenant set forth on the first page of this Lease; and in each of the foregoing instances, shall be deemed to have been given, rendered or made, if sent by certified mail, return receipt requested, postage prepaid: three (3) business days after deposit with the U.S. Postal Service, and if sent by nationally recognized overnight delivery service: one (1) business day after deposit with such service, and if delivered personally at the Premises: upon the day of delivery. Either party may, by notice as aforesaid, designate a different address or addresses for bills, notices, statements, demands, requests or other communications intended for it.

ARTICLE 28

WATER

28.01 Tenant shall pay the amount of Landlord's cost for water used by Tenant or anyone claiming through Tenant (i) for any purpose other than ordinary: lavatory, cleaning and pantry uses or (ii) in amounts in excess of that which is customary for the uses expressly permitted under this Lease, and any sewer rent or tax based thereon. In such events, Landlord may install, at Tenant's expense payable to Landlord as Additional Rent, a water meter to measure Tenant's water consumption for all purposes and Tenant shall pay upon demand as Additional Rent, for the installation and maintenance thereof and for water consumed as shown on said meter at Landlord's cost therefor plus five (5%) percent.

28.02 Landlord reserves the right to discontinue water service to the Premises if either the quantity or character of such service is changed or is no longer available or suitable for Tenant's requirements or for any other reason without releasing Tenant from any liability under this Lease and without Landlord or Landlord's agent incurring any liability for any damage or loss sustained by Tenant by such discontinuance of service. Notwithstanding anything contained in this Section 28.02 to the contrary, Landlord shall not discontinue water service to the Premises unless it is: (i) also discontinuing water service to the majority of office tenants in the Building; or (ii) required to do so by applicable law. So long as Tenant uses diligent, good faith efforts to obtain direct water service from the public utility company or other company providing water service to the Building, Landlord shall not discontinue providing water service to the Premises until Tenant has obtained such direct water service from the public utility or such other company. Tenant covenants and agrees that at all times its use of water shall never exceed the existing capacity of the Building facilities.

28.03 Landlord reserves the right to terminate Tenant's use of water in the event of

emergency, if necessary, in connection with the performance of any improvements, repairs or maintenance to the Building or if required by law, in which event this Lease shall remain in full force and effect and Tenant shall have no claim against Landlord for damages, set off, credit or abatement of Rent nor shall Tenant be entitled to terminate this Lease.

ARTICLE 29

SPRINKLER SYSTEM

29.01 As of the Commencement Date, the Premises shall be “sprinklered” in accordance with applicable law. If the “sprinkler system” serving the Premises is damaged by any act or omission of Tenant or its agents, employees, licensees or visitors, Tenant shall restore the system to good working condition at its own expense. If the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, the Insurance Services Office, or any governmental authority requires the installation of, or any Alteration to a sprinkler system by reason of Tenant’s particular manner of occupancy or use of the Premises, including any Alteration necessary to obtain the full allowance for a sprinkler system in the fire insurance rate of Landlord, or in the event an Alteration by or on behalf of Tenant requires the same, Tenant shall make such installation or alteration promptly, and at its own expense; otherwise the obligations of Landlord as expressly set forth in Article 15, above, shall govern and be binding upon the parties.

ARTICLE 30

HEAT, ELEVATOR, ETC.

30.01 (i) Landlord shall furnish heat to the Premises Mondays through Fridays, 8:00 a.m. to 6:00 p.m. during the cold season each year, but not on Saturdays, Sundays, state holidays, federal holidays, or Building Service Employees Union Contract holidays, subject to causes beyond Landlord’s control.

(ii) If Tenant shall require heating service at the Premises beyond the period set forth in Subsection (i), above, Landlord shall furnish such service to the Premises, provided that Tenant requests same by way of Landlord’s electronic work order system (or, if such system is not operational, by notice hand delivered or e-mailed to Landlord at Landlord’s office in the Building, addressed to the attention of the Operations Manager) before 1:00 p.m. on the last business day immediately prior to the requested date of service. In the event Tenant fails to furnish Landlord with the required notice, Landlord shall use commercially reasonable efforts to supply such service to the Premises, subject to causes beyond the reasonable control of Landlord. Tenant shall reimburse Landlord, as Additional Rent, within twenty (20) days after demand, for Landlord’s charge for the provision of after-hours heating service pursuant to this Subsection (ii). The price charged for after-hours heating service as of the date of this Lease is \$503.00 per hour, plus sales tax, if applicable, subject to future increases from time to time on a non-discriminatory. After-hours heating service may only be requested for a minimum of four (4) hours.

30.02 Landlord shall provide passenger elevator service Mondays through Fridays, 8:00 a.m. to 6:00 p.m., but not on Saturdays, Sundays, state holidays, federal holidays, or Building Service Employees Union Contract holidays, when at least one (1) passenger elevator shall be available for service to the floor(s) of the Building on which the Premises are located, all of the foregoing being subject to causes beyond Landlord's control. If the passenger elevators in the Building are manually operated, Landlord may convert to automatic elevators at any time, without in any way affecting Tenant's obligations hereunder.

30.03 (i) Any and all bulky materials including, but not limited to furniture, large or heavy office equipment, packages, or merchandise ("Freight Items") shall be received in the Premises or Building by Tenant or removed from the Premises or Building by Tenant on Mondays through Fridays between the hours of 8:00 a.m. and 4:00 p.m. by means of the freight elevator only, which Landlord will provide without charge on those days during those times on a first come, first served basis. If the freight elevators in the Building are manually operated, Landlord may convert to automatic elevators at any time, without in any way affecting Tenant's obligations under this Lease. In the event that Tenant requires additional freight elevator service on days or at hours other than those set forth in this Section, above, Landlord shall make available to Tenant, upon reasonable advance notice, overtime freight elevator service at Tenant's sole cost and expense at the Building standard rate for such service, which is, as of the date of this Lease, \$145.00 per hour plus sales tax, if applicable, subject to future increases in the Building standard rate promulgated by Landlord from time to time on a non-discriminatory basis. In the event that additional freight service is requested for a weekend or for a period of time that does not immediately precede or follow normal Building freight hours as set forth above, the minimum charge prescribed by Landlord shall be for four (4) hours of freight elevator service. Any damage done to the Building or Premises by Tenant, its employees, agents, servants, representatives, materialmen and/or invitees in the course of moving any Freight Items shall be paid by Tenant as Additional Rent upon demand.

(ii) Landlord and Tenant acknowledge that Tenant is currently in occupancy of the entire rentable area of the fourth (4th) floor of the Building (the "4th Fl. Sublet Space") under the Sublease, which Sublease is scheduled to expire by its terms on November 29, 2020. Notwithstanding anything to the contrary set forth above, Tenant shall not be charged for Tenant's overtime use of one (1) freight elevator car upon the expiration of the Sublease solely in connection with Tenant's initial, single phase relocation from the 4th Fl. Sublet Space to the Premises (and not in connection with Tenant's Alteration Work or Landlord's Work), provided that (a) same does not exceed twenty-five (25) hours in the aggregate; and (b) Tenant acknowledges and agrees that such use shall be on a non-exclusive, first-come, first-served basis.

30.04 Tenant shall have access to the Building and the Premises twenty-four (24) hours a day, seven (7) days a week, in accordance with the provisions of this Lease and subject to causes beyond Landlord's control.

ARTICLE 31

SECURITY DEPOSIT

31.01 Tenant shall deposit with Landlord the sum of \$1,33,226.67 as security (the "Security") for the performance by Tenant of the provisions of this Lease as follows:

(i) upon Tenant's execution and delivery of this Lease, the sum of \$532,490.67;

(ii) upon the first (1st) anniversary of the date of this Lease, time being of the essence, the sum of \$532,490.67; and

(iii) on or prior to January 1, 2021, time being of the essence, the sum of \$226,245.33.

Tenant's failure to timely and fully deposit with Landlord any portion of the Security shall be a material and substantial default under the provisions of this Lease for which default Landlord shall have all of the remedies available to it under this Lease, at law and in equity.

31.02 Landlord may use any part of the Security to satisfy any default of Tenant and any expenses arising from such default, including but not limited to legal fees and any damages or Rent deficiency before or after re-entry by Landlord. Tenant shall, upon demand, deposit with Landlord the full amount so used, and/or any amount not so deposited by Tenant, in order that Landlord shall have the full Security deposit on hand at all times during the Term. If Tenant shall comply fully with the provisions of this Lease, the Security then on hand with Landlord shall be returned to Tenant after the date fixed as the end of the Lease. In the event of a sale or lease of the Building containing the Premises, Landlord may transfer the Security to the purchaser or tenant, and Landlord shall thereupon be released from all liability for the return of the Security. This provision shall apply to every transfer or assignment of the Security to a new landlord. Tenant shall have no legal power to assign or encumber the Security herein described.

31.03 (i) In lieu of a cash deposit, Tenant shall be permitted to deliver to Landlord as and for the Security hereunder a clean, irrevocable and unconditional letter of credit in an amount equal to the Security required to be deposited by Tenant pursuant to the provisions of which shall conform in all material respects with the specimen annexed hereto and made a part hereof as Exhibit F (hereinafter the "Credit"), to be held, used and drawn upon solely under the provisions of this Article, which Credit shall be issued by a bank which is a member of the New York Clearing House Association and is reasonably acceptable to Landlord in all respects and either having its principal place of business or a duly licensed branch or agency in the borough of Manhattan, City and County of New York, naming Landlord (or its successor as Landlord) as beneficiary. The Credit shall provide that the full amount of the Security or any portion thereof may be drawn down by Landlord upon the presentation to the issuing bank of Landlord's draft drawn on the issuing bank at sight without accompanying original Credit, memoranda or statement of beneficiary. The Credit shall be transferable. All transfer fees shall be payable by Tenant.

(ii) In the event that Tenant has previously delivered to Landlord a Credit in lieu of a cash security deposit for any installment of the Security required in Section 31.01, above, any further installment(s) of the Security required pursuant to said Section 31.01 may be satisfied by way of an amendment to the Credit then on hand with Landlord which increases the Credit by the amount of the installment of the Security then required to be deposited by Tenant pursuant to Section 31.01, above, complying with all applicable provisions of this Article.

(iii) If during the Term, the Credit and/or the proceeds of all or part of said Credit become less than the full amount of the Security hereinabove required, then and in such event Tenant shall, upon demand, deposit with Landlord the amount of the Security/Credit theretofore used or applied by Landlord pursuant to the terms of this Lease in order that Landlord shall have the full Security on hand at all times during the Term. If at the expiration of the Term, Landlord holds all or part of the Credit, and Tenant is not in default under any of the terms, covenants and conditions of this Lease, then Landlord shall relinquish the Credit to Tenant or assign the Credit to the designee of Tenant.

(iv) It shall be the obligation of Tenant during the Term to deliver to Landlord at least forty-five (45) days prior to the expiration date of the then existing Credit, a renewal or extension of the Credit or a substitute Credit (each fully complying with the foregoing). If for any reason Landlord has not received such renewal or extension or substitute Credit within forty-five (45) days prior to the expiration date of the then existing Credit, then and in such event, Landlord shall be free to draw on the Credit and hold and use and apply the proceeds thereof in accordance with the provisions of this Article. Tenant agrees to reimburse Landlord for any reasonable attorneys' fees incurred by Landlord in connection with reviewing the Credit and any renewals, extensions or substitutions therefor, ensuring that the provisions of the Credit and any renewals, extensions or substitutions therefor comply with the provisions of this Article, drawing down upon the proceeds of the Credit or any renewals, extensions or substitution therefor, or ensuring that the Security/Credit is maintained as required under this Lease.

31.04 Upon at least thirty (30) days' notice to Landlord given at any time on or after December 1, 2023, Tenant may reduce the amount of the Security by, and request that Landlord return to it, the sum of \$266,245.33, so that the amount of the Security held by Landlord thereafter shall be \$1,064,981.33 (the "Reduced Security") (in the event that Tenant has delivered to Landlord a Credit in lieu of a cash security deposit, Tenant may reduce the amount of the Security by way of providing Landlord with either (i) a new letter of credit for the amount of the Reduced Security complying with all applicable provisions of this Article, (ii) an amendment to the Credit then on hand with Landlord for the amount of the Reduced Security complying with all applicable provisions of this Article or (iii) cash in the amount of the Reduced Security), provided and on condition that through the effective date of such notice from Tenant, Tenant shall not be, or have been in, default in any of its obligations under this Lease after notice at any time during the Term (in which event Tenant's rights under this Section shall be suspended until the earlier of (a) Tenant's timely and full cure of the default alleged in any such notice, at which time Tenant's rights under this Section shall be reinstated, and (b) the expiration of Tenant's time in which to cure any such default, at which time Tenant's rights under this Section shall be extinguished).

ARTICLE 32

TAX ESCALATION

32.01 Tenant shall pay to Landlord, as Additional Rent, tax escalations in accordance with this Article:

(a) For purposes of this Lease, Landlord and Tenant acknowledge and agree that the rentable square foot area of the Premises shall be deemed to be 49,921 square feet.

(b) For the purpose of this Article, the following definitions shall apply:

(i) The term “Tenant’s Share”, for purposes of computing tax escalation, shall mean nine and forty-seven hundredths (9.47%) percent.

(ii) The term the “Building Project” shall mean the aggregate combined parcel of land on a portion of which are the improvements of which the Premises form a part, with all the improvements thereon, said improvements being a part of the block and lot for tax purposes which are applicable to the aforesaid land.

(iii) The “Base Tax Year” shall mean the New York City fiscal tax year commencing on July 1, 2020 through June 30, 2021.

(iv) The term “Comparative Year” shall mean the twelve (12) month period following the Base Tax Year, and each subsequent period of twelve (12) months thereafter. However, in no event shall Tenant be obligated to pay Tenant’s Share of any excess in Real Estate Taxes under Section 32.03, below, prior to the first (1st) anniversary of the Commencement Date.

(v) The term “Real Estate Taxes” shall mean the total of all taxes and special or other assessments levied, assessed or imposed at any time by any governmental authority upon or against the Building Project including, without limitation, any tax or assessment levied, assessed or imposed at any time by any governmental authority in connection with the receipt of income or rents from said Building Project to the extent that same shall be in lieu of all or a portion of any of the aforesaid taxes or assessments, or additions or increases thereof, upon or against said Building Project. If, due to a future change in the method of taxation or in the taxing authority, or for any other reason, a franchise, income, transit, profit or other tax or governmental imposition, however designated, shall be levied against Landlord in substitution in whole or in part for the Real Estate Taxes, or in lieu of additions to or increases of said Real Estate Taxes, then such franchise, income, transit, profit or other tax or governmental imposition shall be deemed to be included within the definition of “Real Estate Taxes” for the purposes hereof.

(vi) Where more than one assessment is imposed by the City of New York for any tax year, whether denominated an “actual assessment” or a “transitional assessment” or otherwise, then the phrases herein “assessed value” and “assessments” shall mean whichever of the actual, transitional or other assessment is designated by the City of New York as the taxable

assessment for that tax year.

32.02 In the event that the Real Estate Taxes payable for any Comparative Year shall exceed the amount of the Real Estate Taxes payable during the Base Tax Year, Tenant shall pay to Landlord, as Additional Rent for such Comparative Year, an amount equal to Tenant's Share of the excess. Before or after the start of each Comparative Year, Landlord shall furnish to Tenant a statement of the Real Estate Taxes payable during the Comparative Year. If the Real Estate Taxes payable for such Comparative Year exceed the Real Estate Taxes payable during the Base Tax Year, Additional Rent for such Comparative Year, in an amount equal to Tenant's Share of the excess, shall be due from Tenant to Landlord, and such Additional Rent shall be payable by Tenant to Landlord within thirty (30) days after receipt of the aforesaid statement. The benefit of any discount for any early payment or prepayment of Real Estate Taxes shall accrue solely to the benefit of Landlord, and such discount shall not be subtracted from the Real Estate Taxes payable for any Comparative Year. In addition to the foregoing, Tenant shall pay to Landlord, on demand, as Additional Rent, a sum equal to Tenant's Share of any business improvement district assessment payable by the Building Project.

32.03 Should the Real Estate Taxes payable during the Base Tax Year be reduced by final determination of legal proceedings, settlement or otherwise, then, the Real Estate Taxes payable during the Base Tax Year shall be correspondingly revised, the Additional Rent theretofore paid or payable hereunder for all Comparative Years shall be recomputed on the basis of such reduction, and Tenant shall pay to Landlord as Additional Rent, within ten (10) days after being billed therefor, any deficiency between the amount of such Additional Rent as theretofore computed and the amount thereof due as the result of such recomputations.

32.04 A. In addition to the foregoing, Tenant shall pay to Landlord, as Additional Rent, within ten (10) days after Landlord shall have delivered to Tenant a statement therefor, Tenant's Share of all out-of-pocket expenses incurred by Landlord in reviewing or contesting the validity or amount of any Real Estate Taxes or for the purpose of obtaining reductions in the assessed valuation of the Building Project prior to the billing of Real Estate Taxes, including without limitation, the fees and disbursements of attorneys, third party consultants, experts and others. Upon Tenant's request, Landlord agrees to provide to Tenant reasonable proof that such expenses were actually incurred by Landlord.

B. If, after Tenant shall have made a payment of Additional Rent under Section 32.02, Landlord shall receive a refund of any portion of the Real Estate Taxes payable for any Comparative Year after the Base Tax Year on which such payment of Additional Rent shall have been based, as a result of a reduction of such Real Estate Taxes by final determination of legal proceedings, settlement or otherwise, Landlord shall within ten (10) days after receiving the refund pay to Tenant Tenant's Share of the refund less Tenant's Share of expenses (including attorneys' and appraisers' fees) incurred by Landlord in connection with any such application or proceeding, to the extent Tenant has not paid Tenant's Share pursuant to Subsection (A), above, in each instance.

32.05 The statements of the Real Estate Taxes to be furnished by Landlord as provided above shall constitute a final determination as between Landlord and Tenant of the Real

Estate Taxes for the periods represented thereby, unless Tenant within ninety (90) days after they are furnished shall give a notice to Landlord that it disputes their accuracy or their appropriateness, which notice shall specify the particular respects in which the statement is inaccurate or inappropriate. If Tenant shall so dispute said statement then, pending the resolution of such dispute, Tenant shall pay the Additional Rent to Landlord in accordance with the statement furnished by Landlord.

32.06 In no event shall the Fixed Annual Rent under this Lease be reduced by virtue of this Article.

32.07 If the Commencement Date of the Term is not the first day of the first Comparative Year, then the Additional Rent due hereunder for such first Comparative Year shall be a proportionate share of said Additional Rent for the entire Comparative Year, said proportionate share to be based upon the length of time that the Term will be in existence during such first Comparative Year. Upon the expiration or any sooner termination of this Lease (except termination because of Tenant's default) whether the same be the date hereinabove set forth for the expiration of the Term or any prior or subsequent date, a proportionate share of said Additional Rent for the Comparative Year during which such expiration or termination occurs shall immediately become due and payable by Tenant to Landlord, if it was not theretofore already billed and paid. The said proportionate share shall be based upon the length of time that this Lease shall have been in existence during such Comparative Year. Landlord shall promptly cause statements of said Additional Rent for that Comparative Year to be prepared and furnished to Tenant. Landlord and Tenant shall thereupon make appropriate adjustments of amounts then owing.

32.08 Landlord's and Tenant's obligations to make the adjustments referred to in Section 32.07 above shall survive any expiration or termination of this Lease. Any delay or failure of Landlord in billing any tax escalation hereinabove provided shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such tax escalation hereunder.

ARTICLE 33

RENT CONTROL

33.01 In the event the Fixed Annual Rent or Additional Rent or any part thereof provided to be paid by Tenant under the provisions of this Lease during the Term shall become uncollectible or shall be reduced or required to be reduced or refunded by virtue of any federal, state, county or city law, order or regulation, or by any direction of a public officer or body pursuant to law, or the orders, rules, code or regulations of any organization or entity formed pursuant to law, whether such organization or entity be public or private, then Landlord, at its option, may at any time thereafter terminate this Lease, by not less than thirty (30) days' notice to Tenant, on a date set forth in said notice, in which event this Lease and the Term hereof shall terminate and come to an end on the date fixed in said notice as if the said date was the Expiration Date. Landlord shall not have the right to so terminate this Lease if Tenant within such period of thirty (30) days shall in writing lawfully agree that the Rent herein reserved are a reasonable rental and agree to continue to pay said

Rent, and if such agreement by Tenant shall then be legally enforceable by Landlord.

ARTICLE 34

SUPPLIES

34.01 Only Landlord or any one or more persons, firms, or corporations authorized in writing by Landlord shall be permitted to furnish laundry, linens, towels, drinking water, water coolers, ice and other similar supplies and services to tenants and licensees in the Building. Landlord may fix, in its own absolute discretion, from time to time, the hours during which and the regulations under which such supplies and services are to be furnished. Landlord expressly reserves the right to act as or to designate, from time to time, an exclusive supplier of all or any one or more of the said supplies and services; and Landlord furthermore expressly reserves the right to exclude from the Building any person, firm or corporation attempting to furnish any of said supplies or services but not so designated by Landlord.

34.02 Only Landlord or any one or more persons, firms or corporations authorized in writing by Landlord shall be permitted to sell, deliver or furnish any food or beverages whatsoever for consumption within the Premises or elsewhere in the Building. Landlord expressly reserves the right to act as or to designate from time to time an exclusive supplier or suppliers of such food and beverages. Landlord further expressly reserves the right to exclude from the Building any person, firm or corporation attempting to deliver or purvey any such food or beverages, but not so designated by Landlord. It is understood, however, that Tenant or its regular office employees may personally bring food or beverages into the Building for consumption within the Premises by the said employees, but not for resale or for consumption by any other tenant. Landlord may fix in its absolute discretion from time to time the hours during which, and the regulations under which, food and beverages may be brought into the Building by Tenant or its regular employees.

ARTICLE 35

AIR CONDITIONING

35.01 (i) Subject to the provisions of this Article and all other applicable provisions of this Lease, Landlord shall supply air-conditioning service to the Premises through the Building central air-conditioning facilities (the "Building HVAC System") during the Building air conditioning season (as of the date of this Lease, approximately May 15th to October 15th) during the Building HVAC System operating hours (Monday to Friday from 8:00 a.m. to 6:00 p.m.), subject to causes beyond Landlord's control. Tenant shall pay to Landlord upon demand, as Additional Rent, Tenant's proportionate share of all electricity (and also water, gas and/or steam, if applicable) consumed in the operation of the Building HVAC System and for the production of chilled and/or condenser water and its supply to the Premises in connection therewith. Tenant shall pay to Landlord, as Additional Rent upon demand, Tenant's Share of the cost of routine maintenance of the equipment portion of the Building HVAC System. Tenant shall be responsible, at Tenant's sole cost

and expense, for the maintenance, repair and replacement of any and all distribution portions of the Building HVAC System serving the Premises.

(ii) If Tenant shall require air conditioning service at the Premises beyond the period set forth in Subsection (i), above, Landlord shall furnish such service to the Premises, provided that Tenant requests same by way of Landlord's electronic work order system (or, if such system is not operational, by notice hand delivered or e-mailed to Landlord at Landlord's office in the Building, addressed to the attention of the Operations Manager) before 1:00 p.m. on the last business day immediately prior to the requested date of service. In the event Tenant fails to furnish Landlord with the required notice, Landlord shall use commercially reasonable efforts to supply such service to the Premises, subject to causes beyond the reasonable control of Landlord. Tenant shall reimburse Landlord, as Additional Rent, within twenty (20) days after demand, for Landlord's charge for the provision of after-hours air conditioning service pursuant to this Subsection (ii). The price charged for after-hours air conditioning service as of the date of this Lease is \$599.00 per hour, plus sales tax, if applicable, subject to future increases from time to time on a non-discriminatory basis. After-hours air conditioning service may only be requested for a minimum of four (4) hours.

35.02 If supplementary air-conditioning equipment ("Supplemental Systems") is/are required by Tenant, it shall be Tenant's responsibility, at its sole cost and expense and in compliance with all applicable provisions of this Lease including, without limitation, Article 8, above, to furnish, install, maintain, repair, replace and operate a Supplemental Systems including, without limitation, the ducts, dampers, registers, grilles and appurtenances utilized in connection therewith (and any restoration or replacement by Tenant of all or any part of the Supplemental Systems shall be in quality and class at least equal to the original work or installations), and to pay to Landlord upon demand, as Additional Rent, for all electricity consumed in the operation of the Supplemental Systems (subject to the terms of Article 41 of this Lease) and for the production of chilled and/or condenser water and its supply to the Supplemental Systems. Tenant shall not alter, modify, remove or replace the Supplemental Systems, or any part thereof, without Landlord's prior consent.

35.03 Commencing as of the date upon which Tenant shall first utilize any Supplemental System and thereafter throughout the Term, Tenant shall obtain and maintain in full force and effect, at its sole cost and expense, and provide a copy of same to Landlord, an air conditioning service repair and full-service maintenance contract covering all Supplemental Systems in form reasonably satisfactory to Landlord with an air conditioning contractor or servicing organization reasonably consented to by Landlord (subject to Landlord's right to withhold its consent or revoke any prior consent given to any such contractor or servicing organization pursuant to the provisions of Section 8.01, above). All such contracts shall provide for the thorough examination of the Supplemental System at least once each year during the Term (resulting in the thorough repair and replacement of all or any portion of the Supplemental System, as necessary) and shall expressly state that (i) it shall be an automatically renewing contract terminable upon not less than thirty (30) days prior notice to the Landlord (sent by certified mail, return receipt requested, or nationally recognized overnight courier service) and (ii) the contractor providing such service shall maintain a log at the Premises detailing the service provided during each visit pursuant to such contract. Tenant shall keep such log at the Premises and permit Landlord to review same promptly after Landlord's request. The Supplemental Systems are and shall at all times remain the property of Landlord, and at

the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Supplemental Systems in good working order and condition, subject to normal wear and tear, and shall deliver to Landlord a copy of the service log. In the event that Tenant fails to obtain the contract required herein or perform any of the maintenance or repairs required hereunder, Landlord shall have the right, but not the obligation, to procure such contract and/or perform any such work and charge the Tenant as Additional Rent hereunder the cost of same plus an administrative fee equal to five (5%) percent of such cost which shall be paid for by Tenant on demand.

35.04 Landlord reserves the right to suspend operation of the Building HVAC System and/or the Supplemental Systems at any time that Landlord, in its reasonable judgment, deems it necessary to do so for reasons such as accidents, emergencies or any situation arising in the Premises or within the Building which has an adverse effect, either directly or indirectly, on the operation of Building HVAC System and/or the Supplemental Systems including, without limitation, reasons relating to the making of repairs, alterations or improvements in the Premises or the Building, and Tenant agrees that any such suspension in the operation of the Building HVAC System and/or Supplemental Systems may continue until such time as the reason causing such suspension has been remedied and that Landlord shall not be held responsible or be subject to any claim by Tenant due to such suspension. Tenant further agrees that Landlord shall have no responsibility or liability to Tenant if operation of the Building HVAC System and/or the Supplemental Systems is suspended or prevented by strikes or accidents or by the orders or regulations of any federal, state, county or local governmental or quasi-governmental agency or authority or by failure of the equipment or electric current, steam and/or water or other required power source, or any cause beyond Landlord's control. Nothing contained in this Section 35.04 shall vitiate Tenant's rights as provided by the express provisions of Section 21.02, above.

35.05 (i) If and so long as Tenant is not in default of this Lease then, upon Tenant's election, Landlord shall make available to Tenant up to five (5) tons of condenser water for use by Tenant in the Premises in connection with the operation by Tenant of any Supplemental Systems ("Condenser Water"), provided that Tenant elects to have Landlord supply such Condenser Water by notice ("Tenant's Condenser Water Notice") given to Landlord prior to the first (1st) anniversary of the Commencement Date, **time being of the essence**, which notice shall set forth the tonnage of Condenser Water requested by Tenant (but in no event more than five (5) tons). In the event that (i) Tenant fails to timely provide Landlord with Tenant's Condenser Water Notice, (ii) Tenant's Condenser Water Notice does not request the full five (5) tons referenced above, or (iii) Tenant shall use less than the full five (5) tons referenced above then, in any of the foregoing events, Tenant's access to Condenser Water, or to the balance of the Condenser Water not requested or used by Tenant, as the case may be, shall be subject to availability on a first-come/first-served basis.

(ii) Tenant shall pay to Landlord as Additional Rent the following charges (plus sales tax, if applicable) in consideration of Landlord's agreement to make available to Tenant Condenser Water hereunder: (i) commencing as of the earlier to occur of: (a) the date upon which Tenant gives to Landlord Tenant's Condenser Water Notice and (b) the date upon which Tenant should have given to Landlord Tenant's Condenser Water Notice, an annual charge of \$900.00 per ton of Condenser Water (the "Annual Condenser Water Charge"), subject to increase as provided for herein and (ii) a one-time "tap in" charge of \$2,500.00 solely with respect to any Supplemental

Systems installed after the Commencement Date by or on behalf of Tenant or anyone claiming by, through or under Tenant. Except as otherwise provided for herein, all sums payable under this Article shall be deemed to be Additional Rent and paid by Tenant within twenty (20) days after demand. Commencing as of the first (1st) anniversary of the Commencement Date and each anniversary thereafter during the Term and any extensions and renewals hereof, the Annual Condenser Water Charge shall be increased by an amount equal to the product obtained by multiplying (i) the Annual Condenser Water Charge, by (ii) a fraction, the numerator of which is the Consumer Price Index, All Items, New York and New Jersey, All Urban Consumers (the “CPI”) for the month before the month in which the anniversary Commencement Date occurred of the subject year, and the denominator of which is the CPI for the month and year in which the Commencement Date occurred.

ARTICLE 36

SHORING

36.01 Tenant shall permit any person authorized to make an excavation on land adjacent to the Building containing the Premises to do any work within the Premises necessary to preserve the wall of the Building from injury or damage, and Landlord shall use commercially reasonable efforts, at no out of pocket cost to Landlord, to induce such person to reasonably minimize interference with Tenant’s conduct of business in the Premises for the Permitted Use; provided, however, that Tenant shall have no claim against Landlord for damages nor shall Tenant be entitled to an abatement, credit or set-off against Rent or to terminate this Lease by reason thereof.

ARTICLE 37

EFFECT OF CONVEYANCE, ETC.

37.01 If the Building containing the Premises shall be sold, transferred or leased, or the lease thereof transferred or sold, Landlord shall be relieved of all future obligations and liabilities hereunder and the purchaser, transferee or tenant of the Building shall be deemed to have assumed and agreed to perform all such obligations and liabilities of Landlord hereunder. In the event of such sale, transfer or lease, Landlord shall also be relieved of all existing obligations and liabilities hereunder, provided that the purchaser, transferee or tenant of the Building assumes in writing such obligations and liabilities.

ARTICLE 38

RIGHTS OF SUCCESSORS AND ASSIGNS

38.01 This Lease shall bind and inure to the benefit of the heirs, executors, administrators, successors, and, except as otherwise provided herein, the assigns of the parties

hereto. If any provision of any Article of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of that Article, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of said Article and of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 39

CAPTIONS

39.01 The captions herein are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation of the scope of any provision of this Lease.

ARTICLE 40

BROKERS

40.01 Tenant covenants, represents and warrants that Tenant has had no dealings or negotiations with any broker or agent in connection with the consummation of this Lease other than SL Green Leasing LLC and SeanBlackRe, LLC dba BlackRE (collectively, the "Brokers") and Tenant hereby indemnifies and agrees to defend and save Landlord, its members, partners, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all claims and liabilities of every kind and nature (including, without limitation, reasonable attorneys' fees) for any compensation, commissions or charges claimed by any broker or agent with respect to this Lease or the negotiation hereof.

40.02 Landlord covenants, represents and warrants to Tenant that Landlord has had no dealings or negotiations with any broker or agent in connection with the consummation of this Lease other than the Brokers, and Landlord hereby indemnifies and agrees to defend and save Tenant harmless from and against any and all claims and liabilities of every kind and nature (including, without limitation reasonable attorneys' fees) for any compensation, commissions or charges claimed by any broker or agent, including the Brokers, with whom Landlord has dealt with respect to this Lease or the negotiation hereof.

40.03 The provisions of this Article shall survive the expiration or any sooner termination of this Lease.

ARTICLE 41

ELECTRICITY

41.01 Landlord shall furnish electricity to Tenant on a "submetered basis".

41.02 Tenant agrees that the charges for redistributed electricity shall be computed in the manner hereinafter described, to wit, a sum equal to Landlord's cost for such electricity ("Landlord's Cost") plus five (5%) percent thereof. Landlord's Cost for such redistributed electricity shall be equal to (i) the consumption of KW demand and KW hours recorded on Tenant's submeter(s), billed at the service classification under which Landlord purchases electric current and the rate that is appropriate for Tenant's level of consumption, (ii) Landlord's out-of-pocket costs for measuring, calculating and reporting Tenant's electricity charges, including the fees of an independent electrical consultant ("Consultant Costs") and (iii) all surcharges, energy charges, fuel adjustment charges, rate adjustments and taxes paid by Landlord.

41.03 One or more submeters shall measure Tenant's electricity consumption, KWH and KW. Bills therefor shall be rendered at such times as Landlord may elect, but not more often than once each calendar month, and the amount, as computed from said meters, shall be deemed to be, and shall be paid as Additional Rent. If any tax is imposed upon Landlord's receipt from the resale of electrical energy to Tenant by any federal, state or municipal authority, Tenant covenants and agrees that, where permitted by law, Tenant's proportionate share of such taxes based upon its usage and demand shall be passed on to, and shall be included in the bill of, and shall be paid by Tenant to Landlord. Where more than one meter measures the service of Tenant in the Building, the KWH and KW recorded by each meter shall be computed and billed separately in accordance with rates set forth herein. In the event that such bills are not paid within ninety (90) days after the same are rendered, Landlord may, without further notice, discontinue the service of electric current to the Premises without releasing Tenant from any liability under this Lease and without Landlord or Landlord's agent incurring any liability for any damage or loss sustained by Tenant by such discontinuance of service.

41.04 Landlord agrees to make available to Tenant for the conduct of business in the Premises for the Permitted Use an average connected load of six (6) watts per usable square foot for all purposes (exclusive of the Building HVAC System), subject to causes beyond Landlord's control. Landlord shall not be liable to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electric service is changed or is no longer available or suitable for Tenant's requirements. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of existing feeders to the Building or the risers or wiring installation. If Tenant shall require any additional riser or risers, feeders or other equipment or service proper or necessary to supply Tenant's electrical requirements, upon written request of Tenant, the same will be installed by Landlord, at the sole cost and expense of Tenant if, in Landlord's reasonable judgment, the same are necessary, will not result in a diminution in the amount of electrical power available to other tenants or occupants in the Building and provided that same is then available and will not cause damage or injury to the Building or Premises or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations, repairs or expense or interfere with or unreasonably disturb other tenants or occupants in the Building. In addition to any such installation, Landlord will also at the sole cost and expense of Tenant, install all other equipment proper and necessary in connection therewith, subject to the aforesaid terms, covenants and conditions. Nothing contained in this Section 41.04 shall vitiate Tenant's rights as provided by the express provisions of Section 21.02, above.

41.05 In the event that all or part of the meters, or system by which Landlord measures Tenant's consumption of electricity (the "Submetering System"), shall malfunction, (a) Landlord, through an independent, electrical consultant selected by Landlord, shall reasonably estimate the readings that would have been yielded by said Submetering System as if the malfunction had not occurred, on the basis of Tenant's prior usage and demand and the lightning and equipment installed within the Premises and (b) Tenant shall utilize such estimated readings and the bill rendered based thereon shall be binding and conclusive on Tenant unless, within sixty (60) days after receipt of such a bill, Tenant challenges, in writing to Landlord, the accuracy or method of computation thereof. If, within sixty (60) days of Landlord's receipt of such a challenge, the parties are unable to agree on the amount of the contested bill, the controlling determination of same shall be made by an independent electrical consultant agreed upon by the parties or, upon their inability to agree, as selected by the American Arbitration Association. The determination of such electrical consultant shall be final and binding on both Landlord and Tenant and the expenses of such consultant shall be divided equally between the parties. Pending such controlling determination, Tenant shall timely pay Additional Rent to Landlord in accordance with the contested bill. Tenant shall be entitled to a prompt refund from Landlord, or shall make prompt additional payment to Landlord, in the event that the electrical consultant determines that the amount of a contested bill should have been other than as reflected thereon.

41.06 If all or part of the Additional Rent payable in accordance with this Article becomes uncollectible or reduced or refunded by virtue of any law, order or regulation, the parties agree that, at Landlord's option, in lieu thereof, and in consideration of Tenant's use of the Building's electrical distribution system and receipt of redistributed electricity and payment by Landlord of consultants' fees and other redistribution costs, the Fixed Annual Rental rate(s) to be paid under this Lease shall be increased by an "alternative charge" which shall be a sum which is the equivalent to Landlord's Cost, plus five (5%) percent, or such lesser amount as is the maximum amount then permitted by law at any given time.

41.07 Intentionally omitted.

41.08 Intentionally omitted.

41.09 At the option of Landlord, Tenant agrees to purchase from Landlord or its agents all lamps and bulbs used in the Premises and to pay for the cost of installation thereof, provided that the cost of such lamps and bulbs are commercially reasonable based upon prices charged by similar landlords of office buildings of similar size and character located in midtown Manhattan.

41.10 The parties acknowledge that they understand that it is anticipated that electric rates, charges, etc., may be changed by virtue of time-of-day rates or changes in other methods of billing, and/or electricity purchases and the redistribution thereof, and fluctuation in the market price of electricity, and that the references in the foregoing paragraphs to changes in methods of or rules on billing are intended to include any such changes. Landlord reserves the right to terminate the furnishing of electricity on a rent inclusion, submetering, or any other basis at any time, upon sixty

(60) days' notice to the Tenant, in which event Tenant shall make application directly to the public utility and/or other providers for Tenant's entire separate supply of electric current and Landlord shall permit its wires and conduits, to the extent available and safely capable, to be used for such purpose, but only to the extent of Tenant's then authorized load. Any meters, risers, or other equipment or connections necessary to furnish electricity on a submetering basis or to enable Tenant to obtain electric current directly from such utility and/or other providers shall be installed at Tenant's sole cost and expense. Only rigid conduit or electricity metal tubing (EMT) will be allowed. Landlord, upon the expiration of the aforesaid sixty (60) days' notice to Tenant, may discontinue furnishing the electric current, but this Lease shall otherwise remain in full force and effect without any abatement, set-off or credit to Rent. Notwithstanding the foregoing, provided, however, that so long as Tenant has used diligent, uninterrupted, good faith efforts to obtain direct electric service from a utility, Landlord shall not discontinue electric service until Tenant has obtained direct service from a utility, unless so required by law or due to emergency.

ARTICLE 42

LEASE SUBMISSION

42.01 Landlord and Tenant agree that this Lease is submitted to Tenant on the understanding that it shall not be considered an offer and shall not bind Landlord in any way unless and until (i) Tenant has duly executed and delivered duplicate originals thereof to Landlord and (ii) Landlord has executed and delivered one (1) of said originals to Tenant.

ARTICLE 43

INSURANCE

43.01 Tenant shall not violate, or permit the violation of, any condition imposed by the standard fire insurance policy then issued for office buildings in the Borough of Manhattan, City of New York, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises which would subject Landlord to any liability or responsibility for personal injury or death or property damage, or which would increase the fire or other casualty insurance rate on the Building or the property therein over the rate which would otherwise then be in effect (unless Tenant pays the resulting premium as hereinafter provided for) or which would result in insurance companies of good standing refusing to insure the Building or any of such property in amounts reasonably satisfactory to Landlord.

43.02 Tenant covenants to provide on or before the Commencement Date (or such earlier date as Tenant may access the Premises for any purpose), and to keep in force, at Tenant's own cost, during the Term, the following insurance coverage, which coverage shall be effective from and after the Commencement Date:

(a) A Commercial General Liability insurance policy naming Landlord and its designees as additional insureds protecting Landlord, its designees against any alleged

liability, occasioned by any incident involving injury or death to any person or damage to property of any person or entity, on or about the Building, the Premises, common areas or areas around the Building or the Premises. Such insurance policy shall include Products and Completed Operations Liability and Contractual Liability covering the liability of Tenant to Landlord by virtue of the indemnification agreement in this Lease, covering bodily injury liability, property damage liability, personal injury and advertising liability and fire legal liability, all in connection with the use and occupancy of or the condition of the Premises, the Building or the related common areas, in amounts not less than:

\$5,000,000, general aggregate per location
\$5,000,000, per occurrence for bodily injury and property damage
\$5,000,000, personal and advertising injury
\$1,000,000, fire legal liability

which insurance may be carried under a blanket policy covering the Premises and other locations of Tenant, if any, provided such a policy contains an endorsement (i) naming Landlord and its designees as additional insureds, (ii) specifically referencing the Premises; and (iii) guaranteeing a minimum limit available for the Premises equal to the limits of liability required under this Lease;

(b) "All-risk" insurance, including flood, earthquake and terrorism coverage in an amount adequate to cover the cost of replacement of all personal property, fixtures, furnishings, equipment, improvements, betterments and installations located in the Premises, whether or not installed or paid for by Landlord; and

(c) "All-risk" business interruption and extra expense insurance, including the perils of terrorism, flood and earthquake coverage, in an amount adequate to cover the loss of gross profits and continuing expenses during the period of partial or total shutdown of Tenant's business for a period of not less than twelve (12) months.

43.03 All such policies shall be issued by companies of recognized responsibility permitted to do business within New York State and consented to by Landlord and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A-VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Landlord and any additional insured are given at least thirty (30) days prior notice of such cancellation or modification. Tenant shall not be permitted to satisfy any insurance obligations under this Lease by self-insurance, whether through the use of a self-insured retention or otherwise, without Landlord's prior consent thereto.

43.04 Prior to the time such insurance is first required to be carried by Tenant and thereafter, at least fifteen (15) days prior to the expiration of any such policies, Tenant shall deliver to Landlord either duplicate originals of the aforesaid policies or certificates evidencing such insurance reasonably acceptable to Landlord, together with evidence of payment for each policy. If Tenant delivers certificates as aforesaid Tenant, upon reasonable prior notice from Landlord, shall make available to Landlord, at the Premises, duplicate originals of such policies from which Landlord may make copies thereof, at Landlord's cost. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Landlord to

exercise any or all of the remedies as provided in this Lease in the event of Tenant's default. In addition, in the event Tenant fails to provide and keep in force the insurance required by this Lease, at the times and for the durations specified in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance in which event Tenant shall repay Landlord within five (5) days after demand by Landlord, as Additional Rent, all sums so paid by Landlord and any costs or expenses incurred by Landlord in connection therewith without prejudice to any other rights and remedies of Landlord under this Lease. Any insurance procured and/or premium(s) paid by Landlord on account of Tenant's failure to comply with the provisions of this Article shall secure the appropriate policies with the required coverages to comply with the provisions of this Article; provided, however, Landlord shall not obtain any policy on behalf of Tenant in connection with this Section in excess of that which is required under this Article.

43.05 Landlord and Tenant shall each endeavor to secure an appropriate clause in, or an endorsement upon, each "all risk" insurance policy obtained by it and covering property as stated in 43.02 (b), pursuant to which the respective insurance companies waive subrogation against each other and any other parties, if agreed to in writing prior to any damage or destruction. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of each party and its employees and, in the case of Tenant, shall also extend to all other persons and entities occupying or using the Premises in accordance with the terms of this Lease. If and to the extent that such waiver or permission can be obtained only upon payment of an additional charge then, except as provided in the following two paragraphs, the party benefiting from the waiver or permission shall pay such charge upon demand, or shall be deemed to have agreed that the party obtaining the insurance coverage in question shall be free of any further obligations under the provisions hereof relating to such waiver or permission. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

43.06 Subject to the foregoing provisions of this Article, and insofar as may be permitted by the terms of the insurance policies carried by it, each party hereby releases the other with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damages or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the Term. The provisions of this Section shall survive the expiration or any sooner termination of this Lease.

43.07 If, by reason of a failure of Tenant to comply with the provisions of this Lease, the rate of fire insurance with extended coverage on the Building or equipment or other property of Landlord shall be higher than it otherwise would be, Tenant shall reimburse Landlord, within thirty (30) days of demand, for that part of the premiums for fire insurance and extended coverage paid by Landlord because of such failure on the part of Tenant.

43.08 Landlord may, from time to time, require that the amount of the insurance to be provided and maintained by Tenant hereunder be increased so that the amount thereof adequately protects Landlord's interest, but in no event in excess of the amount that would be required of other tenants in other similar office buildings in the Borough of Manhattan.

43.09 A schedule or make up of rates for the Building or the Premises, as the case

may be, issued by the New York Fire Insurance Rating Organization or other similar body making rates for fire insurance and extended coverage for the Premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate with extended coverage then applicable to the Premises.

43.10 Each policy evidencing the insurance to be carried by Tenant under this Lease shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance.

ARTICLE 44

SIGNAGE

44.01 Tenant shall be permitted to affix either a sign or a plaque on or adjacent to the entrance door to the Premises setting forth (i) Tenant's name as reflected on the first page of this Lease and (ii) the name of any Permitted Licensee (as defined in Section 4.15, above) then licensing space at the Premises, in each instance, all of the foregoing being subject to the prior consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, provided in each instance such sign or plaque complies with all Building requirements and/or policies with respect to: location, design, size, materials, quality, coloring, lettering and shape thereof, and subject, also, to compliance by Tenant, at its expense, with all applicable legal requirements or regulations and all other applicable provisions of this Lease. All such signage shall be consistent and compatible with the design, aesthetics, signage and graphics program for the Building as established by Landlord. Landlord may remove any sign installed in violation of this provision or which disparages or diminishes the reputation, identity or good will of the Building, Landlord or its agents, in Landlord's reasonable discretion, and Tenant shall pay the cost of such removal and any restoration costs.

44.02 For so long and to the extent that the Premises are comprised of the entire rentable portion of any given floor of the Building, then on such floor(s) Tenant shall be permitted to affix at the elevator bank of such floor a sign or a plaque setting forth (i) Tenant's name as reflected on the first page of this Lease and (ii) the name of any Permitted Licensee then licensing space at the Premises in accordance with Section 4.15, above, in each instance, all of the foregoing subject to the provisions of Section 44.01, above.

ARTICLE 45

INTENTIONALLY OMITTED

ARTICLE 46

FUTURE CONDOMINIUM CONVERSION

46.01 Tenant acknowledges that the Building and the Land may be subjected to the condominium form of ownership prior to the end of the Term. Tenant agrees that if, at any time during the Term, the Building and the Land shall be subjected to the condominium form of ownership, then, this Lease and all rights of Tenant hereunder are and shall be subject and subordinate in all respects to any condominium declaration and any other documents (collectively, the "Declaration") which shall be recorded in order to convert the Building and the Land to a condominium form of ownership in accordance with the provisions of Article 9-B of the Real Property Law of the State of New York or any successor thereto. If any such Declaration is to be recorded, Tenant, upon request of Landlord, shall enter into an amendment of this Lease in such respects as shall be necessary to conform to such condominiumization, including, without limitation, appropriate adjustments to Real Estate Taxes payable during the Base Tax Year and Tenant's Share, as such terms are defined in Article 32 hereof (provided that any such Declaration and any such amendment to this Lease shall not, in more than a *de minimis* manner, decrease Tenant's rights hereunder or increase Tenant's obligations hereunder, or materially interfere with Tenant's occupancy at the Premises for the Permitted Use).

ARTICLE 47

MISCELLANEOUS

47.01 This Lease represents the entire understanding between the parties with regard to the matters addressed herein and may only be modified by written agreement executed by all parties hereto. All prior understandings or representations between the parties hereto, oral or written, with regard to the matters addressed herein are hereby merged herein. Tenant acknowledges that neither Landlord nor any representative or agent of Landlord has made any representation or warranty, express or implied, as to the physical condition, state of repair, layout, square footage or use of the Premises or any matter or thing affecting or relating to Premises except as specifically set forth in this Lease. Tenant has not been induced by and has not relied upon any statement, representation or agreement, whether express or implied, not specifically set forth in this Lease. Landlord shall not be liable or bound in any manner by any oral or written statement, broker's "set-up", representation, agreement or information pertaining to the Premises, the Building or this Lease furnished by any real estate broker, agent, servant, employee or other person, unless specifically set forth herein, and no rights are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. This Lease shall be governed in all respects by the laws of the State of New York and any and all actions and proceedings regarding the Building, the Premises and this Lease shall be brought and maintained in the City, County and State of New York.

ARTICLE 48

COMPLIANCE WITH LAW

48.01 If, at any time during the Term hereof, Landlord expends any sums for alterations or improvements to the Building which are required to be made pursuant to any law, ordinance or governmental regulation, Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of such cost within ten (10) days after demand therefor; provided, however, that if the cost of such alteration or improvement is one which is required to be amortized over a period of time pursuant to applicable governmental regulations, Tenant shall pay to Landlord, as Additional Rent, during each year in which occurs any part of the Term, Tenant's Share of the cost thereof amortized on a straight line basis over an appropriate period, but not more than ten (10) years. Notwithstanding anything to the contrary contained in the immediately preceding sentence, in no event shall the Additional Rent due under this Section from Tenant exceed \$1.00 per rentable square foot of the Premises in any calendar year during the Term.

48.02 Notwithstanding anything to the contrary contained in Section 48.01, above, in the event that the requirement for the performance of any such alteration or improvement is attributable to the actions, installations, use or manner of use of the Premises by Tenant, then in such event Tenant shall be responsible to pay the entire cost imposed by Landlord with respect to such alteration or improvement.

ARTICLE 49

OPERATING EXPENSE ESCALATION

49.01 Tenant shall pay to Landlord, as Additional Rent, operating expense escalations in accordance with this Article.

49.02 For the purposes of this Article, the following definitions shall apply:

(i) The term "Base Year" as herein after set forth for the determination of operating expense escalation (including, without limitation, in accordance with the provisions of Section 49.04, below), shall mean the calendar year 2021, and the term "Base Insurance Year" year shall mean the Building Insurance Expenses (hereinafter defined) for the calendar year 2021.

(ii) The term the "Percentage", for purposes of computing operating expense escalations hereunder, shall mean nine and seventy-seven hundredths (9.77%) percent.

(iii) The term the "Building Project" for purposes of this Article shall mean the aggregate combined parcel of land on a portion of which is the Building of which the Premises form a part, with all the improvements and appurtenances thereon, said improvements being a part of the block and lot for tax purposes which are applicable to the aforesaid land.

(iv) The term “Comparative Year” for purposes of this Article shall mean the twelve (12) months following the Base Year, and each subsequent period of twelve (12) months, and the term “Comparative Insurance Year” for purposes of this Article shall mean the twelve (12) month period commencing as of January 1, 2022, and each subsequent period of twelve (12) months.

(v) The term “Building Insurance Expenses” shall mean the total of all the costs and expenses incurred or borne by Landlord with respect to procuring and maintaining in respect of the Building Project: comprehensive all risk insurance on the Building Project and the personal property contained therein or thereon; commercial general liability insurance against claims for personal injury, bodily injury, death or property damage, occurring upon, in or about the Building Project; extended coverage, boiler and machinery, sprinkler, apparatus, rental, business income and plate glass insurance; owner’s contingent or protective liability insurance; workers’ compensation and employer’s liability insurance; insurance against acts of terrorism (including, without limitation, bio-terrorism), and any insurance required by a mortgagee;

(vi) The term “Expenses” shall mean the total of all the costs and expenses incurred or borne by Landlord with respect to the operation and maintenance of the Building Project and the services provided tenants therein, including, but not limited to, the costs and expenses incurred for and with respect to: steam and any other fuel; water rates and sewer rents; air-conditioning; mechanical ventilation; heating; cleaning, by contract or otherwise; window washing (interior and exterior); elevators, escalators; parking areas and facilities; porters and matron service; Building electric current*; protection and security; lobby decoration; repairs, replacements and improvements which are appropriate for the continued operation of the Building as a first-class building; maintenance; management fees; painting of non-tenant areas; supplies; wages, salaries, disability benefits, pensions, hospitalization, retirement plans and group insurance respecting employees of the Building up to and including the Building manager; uniforms and working clothes for such employees and the cleaning thereof and expenses imposed pursuant to law or to any collective bargaining agreement with respect to such employees; workers’ compensation insurance, payroll, social security, unemployment and other similar taxes with respect to such employees; and association fees or dues.

Provided, however, that the foregoing Expenses shall exclude or have deducted from them, as the case may be and as shall be appropriate:

- (a) leasing commissions;
- (b) managing agents’ fees or commissions in excess of the rates then customarily charged by owner/operators for building management for buildings of like class and character;

*i.e. Building electric current shall be deemed to mean all electricity purchased for the Building except that which is redistributed to tenants in the Building; the parties acknowledge and agree that forty-five (45%) percent of the Building’s payment to the public utility for the purchase of electricity shall be deemed to be payment for Building electric current.

- (c) executives' salaries above the grade of Building manager;
- (d) expenditures for capital improvements, except those which under generally applied real estate practice are expensed as deferred and paid over time rather than solely when incurred, and except for capital expenditures required by law, in either of which cases the cost thereof shall be included in Expenses for the Comparative Year in which the costs are incurred and subsequent Comparative Years, amortized on a straight line basis over an appropriate period, but not more than ten (10) years, with an interest factor equal to the prime rate of the JP Morgan Chase, New York, (or the successor thereto) at the time of Landlord's having incurred said expenditure;
- (e) amounts received by Landlord through proceeds of insurance to the extent the proceeds are compensation for expenses which were previously included in Expenses hereunder;
- (f) cost of repairs or replacements incurred by reason of fire or other casualty to the extent to which Landlord is compensated therefor through proceeds of insurance, or caused by the exercise of the right of eminent domain;
- (g) advertising and promotional expenditures;
- (h) legal fees for disputes with tenants and legal and auditing fees, other than legal and auditing fees reasonably incurred in connection with the maintenance and operation of the Building Project or in connection with the preparation of statements required pursuant to Additional Rent or lease escalation provisions; and
- (i) the incremental cost of furnishing services such as overtime HVAC to any tenant at such tenant's expense; costs incurred in performing work or furnishing services for individual tenants (including this Tenant) at such tenant's expense; and costs of performing work or furnishing services for tenants other than this Tenant at Landlord's expense to the extent that such work or service is in excess of any work or service Landlord is obligated to furnish to this Tenant at Landlord's expense;
- (j) Building Insurance Expenses;
- (k) to the extent any costs includable in Expenses are incurred with respect to both the Building and other properties (including, without limitation, salaries, fringe benefits and other compensation of Landlord's personnel who provide services to both the Building and other properties), there shall be excluded from Expenses a fair and reasonable percentage thereof which is properly allocable to such other properties; and
- (l) costs relating to withdrawal liability or unfunded pension liability under the Multi-Employer Pension Plan Act or similar law.

49.03 If Landlord shall purchase any item of capital equipment or make any capital expenditure designed to result in savings or reductions in Expenses, then the costs for same shall be

included in Expenses. The costs of capital equipment or capital expenditures are so to be included in Expenses for the Comparative Year in which the costs are incurred and subsequent Comparative Years, on a straight line basis, to the extent that such items are amortized over such period of time as reasonably can be estimated as the time in which such savings or reductions in Expenses are expected to equal Landlord's costs for such capital equipment or capital expenditure, with an interest factor equal to the prime rate of JP Morgan Chase, New York, (or the successor thereto) at the time of Landlord's having incurred said costs. If Landlord shall lease any such item of capital equipment designed to result in savings or reductions in Expenses, then the rentals and other costs paid pursuant to such leasing shall be included in Expenses for the Comparative Year in which they were incurred.

49.04 If during all or part of the Base Year or any Comparative Year, Landlord shall not furnish any particular item(s) of work or service (which would constitute an Expense hereunder) to portions of the Building Project due to the fact that such portions are not occupied or leased, or because such item of work or service is not required or desired by the tenant of such portion, or such tenant is itself obtaining and providing such item of work or service, or for other reasons, then, for the purposes of computing the Additional Rent payable hereunder, the amount of the Expenses for such item for such period shall be increased by an amount equal to the additional operating and maintenance expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such item of work or services to such portion of the Building Project.

49.05 If the Expenses for any Comparative Year shall be greater than the Expenses for the Base Year, Tenant shall pay to Landlord, as Additional Rent for such Comparative Year, in the manner hereinafter provided, an amount equal to the Percentage of the excess of the Expenses for such Comparative Year over the Expenses for the Base Year (such amount being hereinafter called the "Expense Payment"). If the Building Insurance Expenses for any Comparative Insurance Year shall be greater than the Base Insurance Year, Tenant shall pay to Landlord, as Additional Rent for such Comparative Insurance Year, in the manner hereinafter provided, an amount equal to the Percentage of the excess of the Building Insurance Expenses for such Comparative Insurance Year over the Base Insurance Year (such amount being hereinafter called the "Insurance Expense Payment").

49.06 Following the expiration of each Comparative Year and Comparative Insurance Year and after receipt of necessary information and computations from Landlord's certified public accountant, Landlord shall submit to Tenant a statement or statements, as hereinafter described, setting forth the Expenses for the preceding Comparative Year, and the Expense Payment, if any, due to Landlord from Tenant for such Comparative Year, and a statement setting forth the Building Insurance Expenses and the Insurance Expense Payment, if any, due to Landlord from Tenant for such Insurance Comparative Year. The rendition of any such statement to Tenant shall constitute prima facie proof of the accuracy thereof and, if such statement shows an Expense Payment and/or Insurance Expense Payment due from Tenant to Landlord with respect to the preceding Comparative Year and/or Comparative Insurance Year, then (i) Tenant shall make payment of any unpaid portion thereof within thirty (30) days after receipt of such statement; and (ii) Tenant shall also pay Landlord, as Additional Rent within thirty (30) days after receipt of such statement, an amount equal to the product obtained by multiplying the Expense Payment and/or Insurance Expense Payment for the Comparative Year or the Comparative Insurance Year, as the case may be, by a fraction, the denominator of which shall be

twelve (12) and the numerator of which shall be the number of months of the current Comparative Year or Comparative Insurance Year, as the case may be, which shall have elapsed prior to the first (1st) day of the month immediately following the rendition of such statement; and (iii) Tenant shall also pay to Landlord, as Additional Rent, commencing as of the first (1st) day of the month immediately following the rendition of such statement and on the first (1st) day of each month thereafter until a new statement is rendered an amount equal to 1/12th of the total Expense Payment for the preceding Comparative Year and 1/12th of the total Insurance Expense Payment for the preceding Comparative Insurance Year. The aforesaid monthly payments based on the total Expense Payment for the preceding Comparative Year or the total Insurance Expense Payment for the preceding Comparative Insurance Year, as the case may be, shall from time to time be adjusted to reflect, if Landlord can reasonably so estimate, known increases in rates or cost, for the current Comparative Year or the current Comparative Insurance Year, as the case may be, applicable to the categories involved in computing Expenses or Building Insurance Expenses, whenever such increases become known prior to or during such current Comparative Year or the current Comparative Insurance Year, as the case may be. The payments required to be made under (ii) and (iii) above shall be credited toward the Expense Payment or the Insurance Expense Payment due from Tenant for the then current Comparative Year or the current Comparative Insurance Year, as the case may be, subject to adjustment as and when the statement for such current Comparative Year or the current Comparative Insurance Year is rendered by Landlord.

49.07 A. The statements of the Expenses and the Building Insurance Expenses to be furnished by Landlord (individually, "Landlord's Statement" and collectively, "Landlord's Statements") as provided above shall be prepared in reasonable detail and based on information and computations made for the Landlord by a certified public accountant (who may be the certified public accountant now or then employed by Landlord for the audit of its accounts): said certified public accountant may rely on Landlord's allocations and estimates wherever operating cost allocations or estimates are needed for this Article. The statements thus furnished to Tenant shall constitute a final determination as between Landlord and Tenant of the Expenses and Building Insurance Expenses for the periods represented thereby, unless Tenant within one hundred twenty (120) days after they are furnished shall give notice to Landlord that it disputes their accuracy or their appropriateness, which notice shall specify the particular respects in which the statement is inaccurate or inappropriate. Pending the resolution of any such dispute, Tenant shall pay the Additional Rent to Landlord in accordance with the statements furnished by Landlord.

B. Provided that (i) notice is given by Tenant in a timely fashion under Subsection 49.07A, above, and (ii) all Additional Rent is timely and fully paid by Tenant to Landlord in accordance with the statements furnished to Tenant under this Article; Landlord shall grant an independent certified public accountant retained by Tenant (which independent certified public accountant is compensated for his/her services in connection herewith on an hourly basis and not on a contingent fee basis) reasonable access to so much of Landlord's books and records as may be reasonably required (the "Records") for the purposes of verifying the Expenses and the Building Insurance Expenses incurred for the Comparative Year and/or the Comparative Insurance Year then just ended (and for the Base Year and/or the Base Insurance Year, as the case may be, in the case of Tenant's first notice only), as the case may be, (hereinafter, an "Audit") during Landlord's normal business hours at the place where the Records are regularly maintained in New York, New York, for a period of thirty (30) days from the date notice is given by Tenant under Subsection 49.07A, above.

Tenant and its independent certified public accountant shall execute a confidentiality agreement prepared by Landlord in which they agree to maintain the information obtained from such examination in strict confidence prior to the time access to the Records is given.

C. In the event that Tenant, after having reasonable opportunity to examine the Records (but in no event more than forty-five (45) days from the date on which the Records are last made available to Tenant, **time being of the essence**), shall disagree with the subject Landlord's Statement, then Tenant may send a written notice ("**Tenant's Statement**") to Landlord of such disagreement, specifying in reasonable detail the basis for Tenant's disagreement and the amount of Expense Payment or Building Insurance Expense Payment, as the case may be, Tenant claims is due. Landlord and Tenant shall attempt to adjust such disagreement. If they are unable to successfully so adjust such disagreement within thirty (30) days, and provided that the amount Tenant claims is due is materially different from the amount Landlord claims is due (for purposes of this Article, the term "materially" as used herein, shall mean a variance of five (5%) percent or more), Landlord and Tenant shall together designate an independent, third party certified public accountant (the "**Arbiter**") whose determination made in accordance herewith shall be binding upon the parties; it being understood that if the amount Tenant claims is due is not materially different from the amount Landlord claims is due, then Tenant shall have no right to further dispute or protest such amount and shall pay the amount that Landlord claims is due to the extent not theretofore paid. If the determination of Arbiter shall substantially confirm the determination of Landlord, then Tenant shall pay the cost of the Arbiter. If the Arbiter shall substantially confirm the determination of Tenant, then Landlord shall pay the cost of the Arbiter. In all other events, the cost of the Arbiter shall be borne equally by Landlord and Tenant. The Arbiter shall be a member of an independent certified public accounting firm having at least three (3) accounting professionals and having at least ten (10) years of experience in real estate accounting for commercial office buildings in midtown Manhattan. In the event that Landlord and Tenant shall be unable to agree upon the designation of the Arbiter within thirty (30) days after receipt of notice from the other party requesting agreement as to the designation of the Arbiter, which notice shall contain the names and addresses of two (2) or more such certified public accountants who are acceptable to the party sending such notice (any one of whom, if acceptable to the party receiving such notice as shall be evidenced by notice given by the receiving party to the other party within such thirty (30) day period, shall be the agreed upon Arbiter), then either party shall have the right to request the President of the Real Estate Board of New York ("**REBNY**") or any successor thereto to designate as the Arbiter in accordance with the foregoing required qualifications, whose determination made in accordance herewith shall be conclusive and binding upon the parties, and the cost charged by REBNY or any successor thereto for designating such Arbiter shall be borne equally by Landlord and Tenant. Landlord and Tenant hereby agree that any determination made by an Arbiter designated pursuant to this Article shall not exceed the amount(s) as determined to be due in the first instance by Landlord's Statement, nor shall such determination be less than the amount(s) claimed to be due by Tenant's Statement, and that any determination which does not comply with the foregoing shall be null and void and not binding on the parties. In rendering such determination such Arbiter shall not add to, subtract from or otherwise modify the provisions of this Lease, including the immediately preceding sentence. Notwithstanding the foregoing provisions of this Section 49.07, Tenant, pending the resolution of any contest pursuant to the provisions of this Section 49.07, shall continue to pay all sums as determined to be due in the first instance by such Landlord's Statement and upon the resolution of such contest, suitable

adjustment shall be made in accordance therewith with appropriate refund to be made promptly thereafter by Landlord to Tenant (or credit extended to Tenant promptly thereafter against the monthly installment(s) of Fixed Annual Rent (without electricity) next becoming due under this Lease until such credit is exhausted) if required thereby.

49.08 In no event shall the Fixed Annual Rent under this Lease be reduced by virtue of this Article.

49.09 Landlord's and Tenant's obligation to make adjustments as provided for above in this Article shall survive any expiration or termination of this Lease.

49.10 Any delay or failure of Landlord in billing any escalation hereinabove provided shall not constitute a waiver of or in way impair the continuing obligation of Tenant to pay such escalation hereunder, provided that Landlord bills such operating expense escalation within two (2) years after the later of (i) the Expiration Date or (ii) Landlord's receipt of all third party invoices necessary in order for Landlord to compute the Expenses and/or Building Insurance Expenses, as the case may be, for the Comparative Year and/or Comparative Insurance Year, as the case may be, at issue.

ARTICLE 50

TENANT'S INITIAL ALTERATION WORK / LANDLORD'S CONTRIBUTION

50.01 If and so long as Tenant is not in default under this Lease, subject to and in accordance with the provisions of this Article, Landlord shall contribute up to the sum of \$499,210.00 ("Landlord's Contribution") to the cost of labor and materials for the portion of the alterations, installations, decorations and improvements performed by or on behalf of Tenant in the Premises after the execution and delivery of this Lease and prior to the five hundred fortieth (540th) day following the Commencement Date (the "Outside TAW Date") in connection with Tenant's continued occupancy thereof ("Tenant's Alteration Work") which constitutes Qualified Renovations; provided, however, that in no event shall Tenant be entitled Requisition (as defined below) or shall Landlord be required to pay any portion of Landlord's Contribution in excess of \$249,605.00 in the aggregate prior to the Commencement Date. "Qualified Renovations" shall be defined as the labor and materials used by Tenant to construct permanent leasehold improvements and alterations to the Premises in compliance with this Lease. Without limitation, for purposes of this Article, Qualified Renovations shall be deemed not to include and Landlord's Contribution shall not be applied to the cost of interest, late charges, trade fixtures, furniture, furnishings, equipment, professional fees, workstations, work surfaces (whether or not affixed to walls and/or convactor covers), related cabinetry, moveable business equipment or any personal property whatsoever, or to the cost of labor, materials or services used to furnish or provide the same; provided, however, that notwithstanding anything to the contrary contained in this Article, Landlord's Contribution may be applied towards the cost of wiring, painting, carpeting and window treatments ("Soft Costs"), subject to and to be disbursed in accordance with the applicable provisions of this Article.

50.02 (i) Notwithstanding anything to the contrary contained in this Article, prior to the performance of any Tenant Alteration Work to the Premises prior to the Commencement Date, Tenant shall, at Tenant's sole cost and expense, obtain and deliver to Landlord written consent from Sublandlord to such Tenant Alteration Work or, in the event that consent from Sublandlord is not required with respect to such Tenant Alteration Work, Tenant shall obtain and deliver to Landlord the applicable portion of the Sublease evidencing the same.

(ii) Tenant shall have prepared by a registered architect and/or a licensed professional engineer, at its sole cost and expense, and submit to Landlord for its consent in accordance with all applicable provisions of this Lease, final and complete dimensioned architectural, mechanical, electrical and structural drawings and specifications in a form ready for use as construction drawings for Tenant's Alteration Work. All such construction plans and specifications and all such work shall be affected by duly licensed professionals in a good and workmanlike manner in compliance with all applicable laws, rules, regulations and codes, and otherwise in accordance with all applicable provisions of this Lease, at Tenant's sole cost and expense.

(iii) Notwithstanding anything to the contrary contained in this Lease, as of the date of this Lease, with respect to the performance of Tenant's Alteration Work, Landlord hereby consents to the contractors and mechanics set forth on the schedule annexed hereto and made a part hereof as Exhibit E ("Tenant Contractors"); provided, however, that Landlord hereby reserves the right to revoke such consent in the event that Landlord has any future negative experience (as more particularly described in Section 8.01, above) with any of the contractors and/or mechanics set forth on said Exhibit E, in which case, upon notice to Tenant, Tenant shall immediately and permanently discontinue the use of such party.

(iv) Further notwithstanding anything to the contrary contained in this Lease, Tenant's obligations with respect to any costs and expenses incurred by Landlord in connection with Landlord's review of plans and specifications for Tenant's Alteration Work shall be limited to only those out-of-pocket costs and expenses incurred by Landlord in connection with such review.

50.03 (i) The term "Requisition" shall mean the request by Tenant for payment from Landlord for that portion of Tenant's Alteration Work constituting Qualified Renovations and/or Soft Costs and shall consist of such documents and information from Tenant as Landlord may require to substantiate the completion of, and payment for, such Qualified Renovations to which the Requisition relates (the "Work Cost") and shall include, without limitation, the following: (x) intentionally deleted (y) an itemization of Tenant's total construction costs, detailed by contractor, subcontractors, vendors and materialmen; bills, receipts, lien waivers and releases from all contractors, subcontractors, vendors and materialmen, and (z) architects' and Tenant's certification of completion, payment and acceptance, and, if applicable, final approvals and "sign offs" from all governmental and quasi-governmental agencies and authorities having jurisdiction for the portion of Tenant's Alteration Work theretofore completed and for which Tenant seeks reimbursement (collectively, the "Interim Requisition Documents").

(ii) From time-to-time, but not more than once in any calendar month

during the Term prior to the Outside TAW Date, Tenant may give Landlord a Requisition for so much of the Work Cost as arose since the end of the period to which the most recent prior Requisition related, or, with respect to the first Requisition, for the initial Work Cost.

(iii) Provided Tenant is not in default under this Lease, within forty-five (45) days after Landlord's receipt of such applicable Requisition containing all the Interim Requisition Documents, Landlord shall pay Tenant eighty-five (85%) percent of the Work Cost reflected in such Requisition and shall withhold the remaining fifteen (15%) percent of such Work Cost (the "Retainages"); and provided Tenant is not in default under this Lease, within forty-five (45) days after Landlord's receipt of (x) a final, stamped set of "as-built" plans for the Premises which demonstrates that such Qualified Renovations have been completed in accordance with plans and specifications first consented to by Landlord and Sublandlord, if applicable, to the extent "as-built" plans are customarily prepared for decorations, installations, improvements and alterations similar in nature, (y) Tenant's final Requisition which demonstrates that Tenant's Alteration Work has been completed and paid for in full by Tenant and (z) all documents and information required by Landlord including, without limitation, final approvals and "sign offs" from all governmental and quasi-governmental agencies and authorities having jurisdiction, Landlord shall pay to Tenant all Retainages. In no event shall Landlord be obligated to reimburse or otherwise pay to Tenant any amount exceeding Landlord's Contribution.

(iv) Failure by Tenant to deliver the any and all Requisitions to Landlord prior to the Outside TAW Date, **time being of the essence**, and in accordance with the provisions of this Article shall be deemed a waiver of Tenant's right to receive Landlord's Contribution (or any undisbursed portion thereof) under this Article and Landlord shall have no obligation under this Lease to pay Landlord's Contribution.

50.04 It is expressly understood and agreed that if the amount of Landlord's Contribution is less than the cost of Tenant's Alteration Work, Tenant shall remain solely responsible for the payment and completion of, and in all events shall complete, at its sole cost and expense, Tenant's Alteration Work on or before the Outside TAW Date, **time being of the essence**. Any portion of Landlord's Contribution not disbursed by the five hundred forty-first (541st) day following the Commencement Date shall be retained by Landlord.

ARTICLE 51

RESTRICTIVE COVENANT

51.01 Landlord agrees that during the Term and for so long as: (i) the Tenant named on the first page of this Lease or any Related Entity (as defined in Section 4.14, above) assignee thereof (collectively, "Named Tenant") is not in default under this Lease; and (ii) Named Tenant shall occupy the entire Premises for the Permitted Use; Landlord shall not (a) enter into any new leases with new tenants for office space at the Building or amend any existing leases for any existing tenants of office space at the Building, which permit such office space to be used for the primary purpose of the Permitted Use; or (b) operate in office space in the Building for the primary purpose

of the Permitted Use. Landlord shall have no liability to Tenant if a tenant or other occupant of the Building shall use its premises in violation of the foregoing restriction, and Tenant hereby waives any claim for money damages and any right to set-off, credit or abatement under this Lease or to terminate this Lease, based thereupon, Tenant's sole and exclusive remedy being an action or proceeding for specific performance, injunction and/or declaratory judgment. Notwithstanding anything to the contrary in the foregoing, promptly after notice to Landlord by Tenant that a tenant of the Building is using its premises in violation of the foregoing restriction, Landlord shall, at Landlord's sole cost and expense, undertake commercially reasonable, lawful efforts to cause such tenant to cease such violative use.

51.02 Notwithstanding anything to the contrary contained in Section 51.01, above, Landlord shall be entitled to enter into one (1) or more new leases with new tenants for space at the Building or amend any existing leases for any existing tenants of space at the Building, which permit such space to be used for the purpose of operating (i) co-working office solutions in which licenses are given for the use of open floor plan shared space in common with other licensees or (ii) "enterprise" office solutions in which licenses are given for blocks of space within the premises, each to single licensee and each containing multiple individual offices.

ARTICLE 52

HAZARDOUS MATERIALS

52.01 In the event that there are Hazardous Materials, as defined below, determined to have been within the Premises on the Commencement Date and in violation of applicable laws, Landlord shall, upon notice from Tenant, at Landlord's cost and expense, promptly remediate such Hazardous Materials to the extent required by law; provided, however, that to the extent that Tenant or any of its agent, employee, representative, subtenant, assignee, licensee, servant, invitee or any other party claiming by, through or under Tenant has installed or introduced or permitted the installation or introduction of such Hazardous Materials within the Premises at any time (including, without limitation, prior to the Commencement Date in connection with Tenant's occupancy of the Premises under the Sublease, as defined in Subsection 22.01(i), above), Landlord shall have no obligation to remediate same, and Tenant shall promptly remediate such Hazardous Materials in compliance with all applicable law, at Tenant's sole cost and expense. Any entry into the Premises by Landlord or its agents or designees in connection with any remediation by Landlord under this Section 52.01, above, shall be subject to and in accordance with the provisions of Article 19, above. For the purposes hereof, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), and the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.).

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

1350 LLC

By: _____
Name:
Title:

Witness:

Name:
Title:

1350 OFFICE SUITES LLC

By: Ed Carrill
Name: Ed Carrill
Title: CEO
Tenant's EIN#: 81 - 2206482

Witness:

H Landry
Name: H Landry
Title: VP of Operations

ARTICLE 53

RULES AND REGULATIONS MADE A PART OF THIS LEASE

1. No animals, birds, bicycles (other than bicycles which are duly registered with Landlord by Tenant pursuant to the Building bicycle access plan, which plan is subject to change from time to time) or vehicles shall be brought into or kept in the Premises. The Premises shall not be used for manufacturing or commercial repairing or for sale or display of merchandise or as a lodging place, or for any immoral or illegal purpose, nor shall the Premises be used for a public stenographer or typist; barber or beauty shop; telephone, secretarial or messenger service; employment, travel or tourist agency; school or classroom; commercial document reproduction; or for any business other than specifically provided for in this Lease. Tenant shall not cause or permit in the Premises any disturbing noises which may interfere with occupants of this or neighboring buildings, any cooking or objectionable odors, or any nuisance of any kind, or any inflammable or explosive fluid, chemical or substance. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall cooperate so as to prevent the same.

2. The toilet rooms and other water apparatus shall not be used for any purposes other than those for which they were constructed, and no sweepings, rags, ink, chemicals or other unsuitable substances shall be thrown therein. Tenant shall not place anything out of doors, windows or skylights, or into hallways, stairways or elevators, nor place food or objects on outside window sills. Tenant shall not obstruct or cover the halls, stairways and elevators, or use them for any purpose other than ingress and egress to or from the Premises, nor shall skylights, windows, doors and transoms that reflect or admit light into the Building be covered or obstructed in any way. All drapes and blinds installed by Tenant on any exterior window of the Premises shall conform in style and color to the Building standard.

3. Tenant shall not place a load upon any floor of the Premises in excess of the load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to reasonably prescribe the weight and position of all safes, file cabinets and filing equipment in the Premises. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, only with Landlord's consent and in settings consented to by Landlord to control weight, vibration, noise and annoyance. Smoking or carrying lighted cigars, pipes or cigarettes in the elevators of the Building is prohibited.

4. Tenant shall not move any heavy or bulky materials into or out of the Building or make or receive large deliveries of goods, furnishings, equipment or other items without Landlord's prior consent, and then only during such hours and in such manner as Landlord shall consent and in accordance with Landlord's rules and regulations pertaining thereto. If any material or equipment requires special handling, Tenant shall employ only persons holding a Master Rigger's License to do such work, and all such work shall comply with all legal requirements. Landlord reserves the right to inspect all freight to be brought into the Building, and to exclude any freight which violates any rule, regulation or other provision of this Lease. In no event shall Tenant use or permit the use of hand trucks, dollies or other similar equipment in the Building lobby or passenger

elevator cars.

5. No sign, advertisement, notice or thing shall be inscribed, painted or affixed on any part of the Building, without the prior written consent of Landlord. Landlord may remove anything installed in violation of this provision, and Tenant shall pay the cost of such removal and any restoration costs. Interior signs on doors and directories shall be inscribed or affixed by Landlord at Tenant's expense. Landlord shall control the color, size, style and location of all signs, advertisements and notices. No advertising of any kind by Tenant shall refer to the Building, unless first consented to in writing by Landlord.

6. No article shall be fastened to, or holes drilled or nails or screws driven into, the ceilings, walls, doors or other portions of the Premises, nor shall any part of the Premises be painted, papered or otherwise covered, or in any way marked or broken, without the prior written consent of Landlord.

7. No existing locks shall be changed, nor shall any additional locks or bolts of any kind be placed upon any door or window by Tenant, without the prior written consent of Landlord. Two (2) sets of keys to all exterior and interior locks shall be furnished to Landlord. At the termination of this Lease, Tenant shall deliver to Landlord all keys for any portion of the Premises or Building. Before leaving the Premises at any time, Tenant shall close all windows and close and lock all doors.

8. No Tenant shall purchase or obtain for use in the Premises any spring water, ice, towels, food, bootblackening, barbering or other such service furnished by any company or person not consented to by Landlord. Any necessary exterminating work in the Premises shall be done at Tenant's expense, at such times, in such manner and by such company as Landlord shall require. Landlord reserves the right to exclude from the Building, from 6:00 p.m. to 8:00 a.m., and at all hours on Sunday and legal holidays, all persons who do not present a pass to the Building signed by Landlord. Landlord will furnish passes to all persons reasonably designated by Tenant. Tenant shall be responsible for the acts of all persons to whom passes are issued at Tenant's request.

9. Whenever Tenant shall submit to Landlord any plan, agreement or other document for Landlord's consent or approval, Tenant agrees to pay Landlord as Additional Rent, on demand, an administrative fee equal to the sum of the reasonable fees of any architect, engineer or attorney employed by Landlord to review said plan, agreement or document and Landlord's administrative costs for same.

10. The use in the Premises of auxiliary heating devices, such as portable electric heaters, heat lamps or other devices whose principal function at the time of operation is to produce space heating, is prohibited.

11. Tenant shall keep all doors from the hallway to the Premises closed at all times except for use during ingress to and egress from the Premises. Tenant acknowledges that a violation of the terms of this paragraph may also constitute a violation of codes, rules or regulations of governmental authorities having or asserting jurisdiction over the Premises, and Tenant hereby

indemnifies and agrees to defend and save Landlord, its members, partners, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all claims, liabilities, losses, damages, awards, judgments, fines, penalties, actions, costs and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees and any increase in fire insurance rates) which might result from Tenant's violation of the terms of this paragraph.

12. Tenant shall be permitted to maintain an "in-house" messenger or delivery service within the Premises, provided that Tenant shall require that any messengers in its employ affix identification to the breast pocket of their outer garment, which shall bear the following information: name of Tenant, name of employee and photograph of the employee. Messengers in Tenant's employ shall display such identification at all time. In the event that Tenant or any agent, servant or employee of Tenant, violates the terms of this paragraph, Landlord shall be entitled to terminate Tenant's permission to maintain within the Premises in-house messenger or delivery service upon written notice to Tenant.

13. Intentionally omitted.

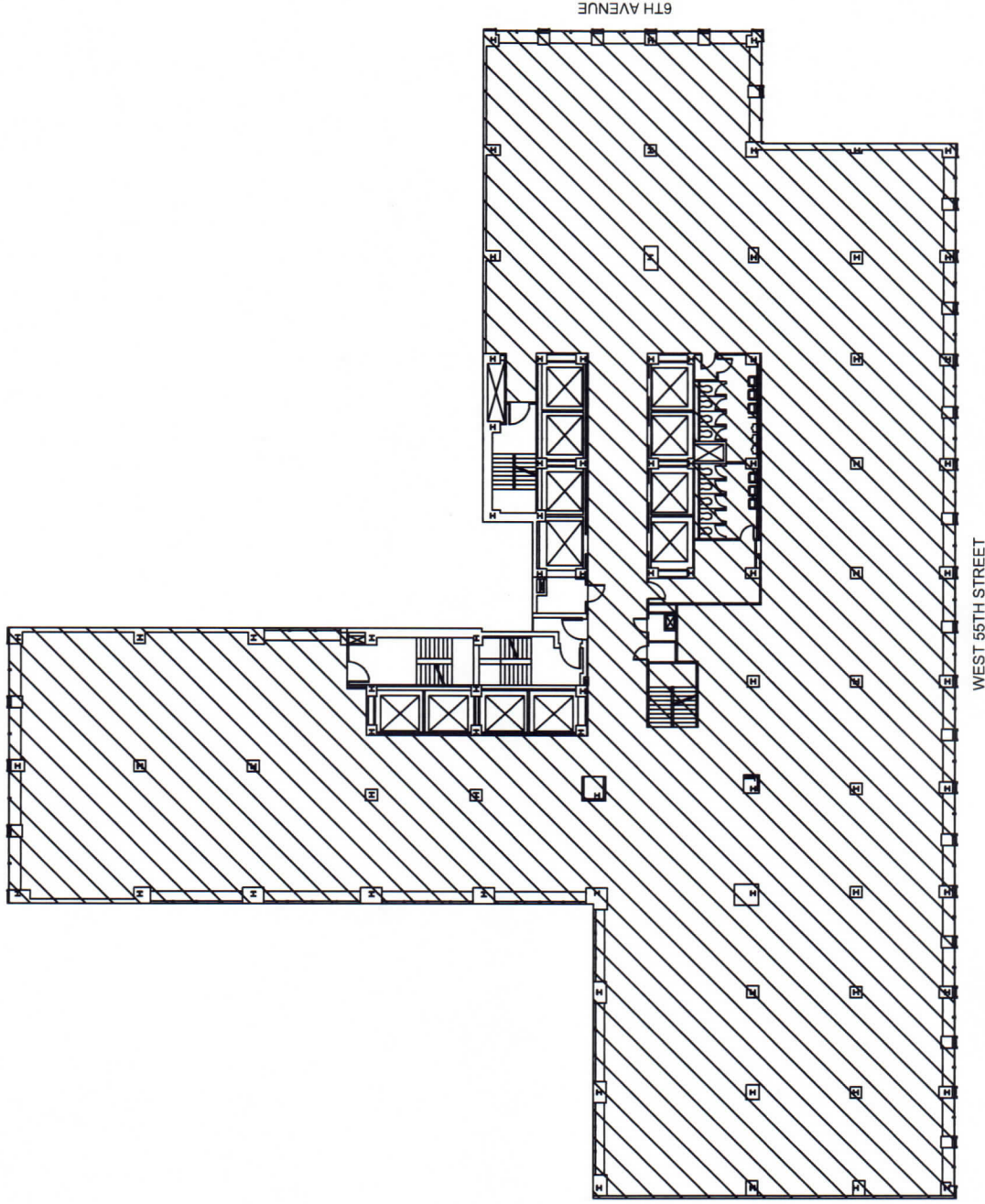
14. In case of any conflict or inconsistency between any provisions of this Lease and any of the rules and regulations as originally or as hereafter adopted, the provisions of this Lease shall control.

EXHIBIT A

PREMISES LOCATION PLANS

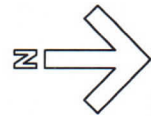
{see attached following two (2) pages}

WEST 54TH STREET



6TH AVENUE

WEST 55TH STREET



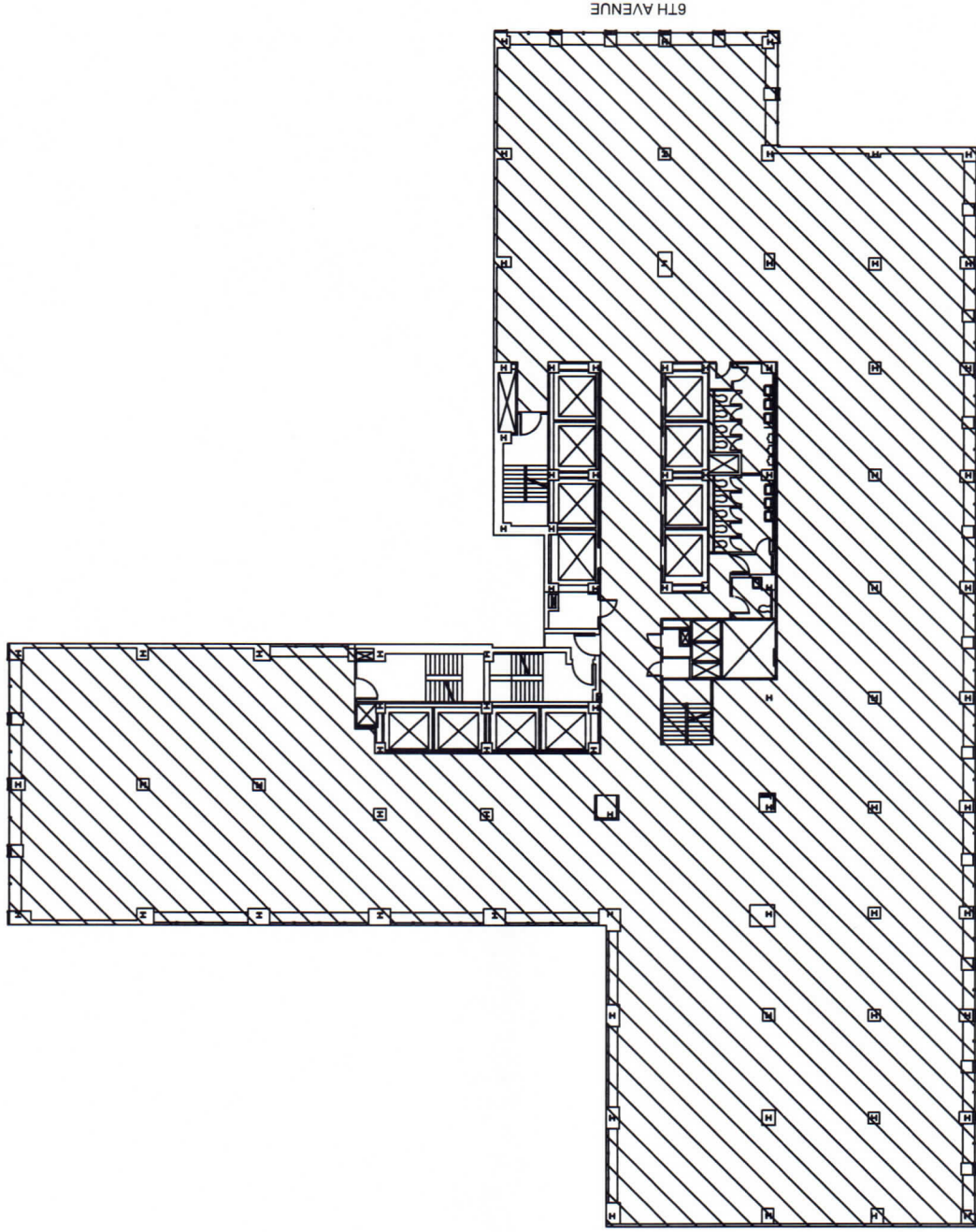
SCALE: 0' 4' 12' 24' 48'

ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL BUILDING VARIANCES.

1350 6TH AVENUE
2ND FLOOR

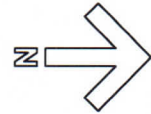


WEST 54TH STREET



6TH AVENUE

WEST 55TH STREET



SCALE: 0' 4' 12' 24' 48'

ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL BUILDING VARIANCES.



1350 6TH AVENUE
3RD FLOOR

EXHIBIT B

FIXED ANNUAL RENT SCHEDULE

Subject to the provisions of Article 3 of this Lease, Tenant shall pay Fixed Annual Rent (without electricity) for the Premises, at the following rates per annum:

<u>Period</u>	<u>Fixed Annual Rent</u>	<u>Monthly Installment</u>
from the Commencement Date through and including the day immediately preceding the fifth (5 th) anniversary thereof; and	\$3,194,944.00	\$266,245.33
from the fifth (5 th) anniversary of the Commencement Date through and including the Expiration Date.	\$3,244,865.00	\$270,405.42

EXHIBIT C

LANDLORD'S WORK

Landlord shall perform one (1) of the following, which shall constitute Landlord's Work, in a Building standard manner using Building standard materials, subject to and in accordance with the terms, covenants and conditions of Article 22 of this Lease:

1. slab over the internal stairway existing between the third (3rd) floor portion of the Premises and the fourth (4th) floor of the Building, as of the date of this Lease (the "Internal Stair");
or
2. construct a sheetrock enclosure around said Internal Stair.

EXHIBIT D

CLEANING SPECIFICATIONS

{ see attached following two (2) pages }

CLEANING SPECIFICATIONS

A) GENERAL CLEANING – NIGHTLY

- Dust sweep all stone, ceramic tile, marble terrazzo, asphalt tile, linoleum, rubber, vinyl and other types of flooring
- Carpet sweep all carpets and rugs four (4) times per week
- Vacuum clean all carpets and rugs, once (1) per week
- Police all private stairways and keep in clean condition
- Empty and clean all wastepaper baskets and receptacles; damp dust as necessary
- Remove all normal wastepaper and tenant rubbish to a designated area in the premises. (Excluding cafeteria waste, bulk materials, and all special materials such as old desks, furniture, etc.)
- Dust all furniture, and window sills as necessary
- Dust clean all glass furniture tops
- Dust all chair rails, trim and similar objects as necessary
- Dust all baseboards as necessary
- Wash clean all water fountains
- Keep locker and service closets in clean and orderly condition

B) LAVATORIES – NIGHTLY (EXCLUDING PRIVATE & EXECUTIVE LAVATORIES)

- Sweep and mop all flooring
- Wipe clean all mirrors, powder shelves and brightwork, including flushometers, piping toilet seat hinges
- Wash and disinfect all basin, bowls and urinals
- Wash both sides of all toilet seats
- Dust all partitions, tile walls, dispensers and receptacles
- Empty and clean paper towel and sanitary disposal receptacles
- Fill toilet tissue holders, soap dispensers and towel dispensers; materials to be furnished by Landlord

- Remove all wastepaper and refuse to designated area in the premises

C) LAVATORIES – PERIODIC CLEANING (EXCLUDES PRIVATE & EXECUTIVE LAVATORIES)

- Machine scrub flooring as necessary
- Wash all partitions, tile walls, and enamel surfaces periodically, using proper disinfectant when necessary

D) DAY SERVICES – DUTIES OF THE DAY PORTERS (Multi-Tenant Floor Only)

- Police men's and ladies' restrooms and lavatories, keeping them in clean condition
- Fill toilet dispensers; materials to be furnished by Landlord
- Fill sanitary napkin dispensers; materials to be furnished by Landlord

E) SCHEDULE OF CLEANING

- Upon completion of the nightly chores, all lights shall be turned off, windows closed, doors locked and offices left in a neat and orderly condition
- All day, nightly and periodic cleaning services as listed herein, to be done five nights each week, Monday through Friday, except Union and Legal Holidays
- All windows from the 2nd floor to the roof will be cleaned inside out semi-annually, weather permitting.

EXHIBIT E

TENANT CONTRACTORS

{to be attached}

EXHIBIT F

FORM STANDBY LETTER OF CREDIT

Date:

Beneficiary:

1350 LLC
c/o SL Green Realty Corporation
420 Lexington Avenue
New York, NY 10170
Attention: Director of Leasing

Letter of Credit No.

Gentlemen:

By order of our client, [Tenant Name and Address], we hereby establish our irrevocable, unconditional Standby Letter of Credit No. _____ in your favor for an amount not to exceed in aggregate USD \$ _____ effective immediately and expiring at our office located at _____, New York, New York _____ with at the close of business on _____.

Funds hereunder are available to you or your transferee against presentation of your sight draft(s), drawn on us, mentioning thereon this Letter of Credit Number _____, which may be executed on your behalf by your agent or on behalf of your transferee(s) by its agent(s), without presentation of any other documents, statements or authorizations.

This Letter of Credit shall be deemed automatically extended, without amendment, for additional period(s) of one (1) year from the current expiration date hereof and each successive expiration date, the last renewal of which shall be for a term set to expire not earlier than [the date occurring ninety (90) days following the Expiration Date of the term of the Lease], unless we notify you not less than sixty (60) days prior to then applicable expiration date hereof that we elect not to consider this Letter of Credit renewed for such additional period(s). In order to be effective, any such notice of non-renewal must be sent by registered mail (return receipt requested) (i) to you at the above address and (ii) simultaneously to the "General Counsel", SL Green Realty Corporation, 420 Lexington Avenue, New York, NY 10170, (or to such other addresses as you or your transferee(s) shall designate in writing).

This Letter of Credit is transferable and may be transferred in its entirety, but not in part, and may be successively transferred by you or any transferee hereunder to a successor transferee(s) upon execution and delivery to us of the transfer form annexed hereto. All transfer fees shall be payable by our client.

We hereby agree with drawers, endorsers, and all bona fide holders that drafts drawn under and in compliance with the terms hereof will be duly honored upon presentation to us at our office located at [New York, New York].

Except as otherwise expressly stated herein, this Letter of Credit is shall be subject to the International Standby Practices 1998 (ISP98) of the International Chamber of Commerce and matters not governed by ISP98 shall be guided by and construed in accordance with the laws of the State of New York and applicable U.S. Federal law without regard to principles of conflicts of laws.

Very truly yours,
[NAME OF BANK]

BY: _____
AUTHORIZED SIGNATURE
New York, NY

Date: _____