LEASE NO. X 7471

EXECUTED 3·26·98

LEASE BETWEEN

THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
1 CENTRE STREET, 20TH FLOOR NORTH
NEW YORK, NEW YORK 10007

&

7 WORLD TRADE COMPANY, L.P.

Premises: 7 World Trade Center (Block 84, Lot 36),
Borough of Manhattan
Approximately 50,182 square feet of space
to be used by the
Mayor's Office of Emergency Management

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This index is included only as a matter of convenience of reference and shall not be deemed or construed in any way to define or limit the scope of the following lease or the intent of any provision thereof.

THE CITY OF NEW YORK
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
1 DIVISION OF REAL ESTATE SERVICES
CENTRE STREET, 20TH FLOOR NORTH
NEW YORK, NEW YORK 10007

AGREEMENT OF LEASE made as of the 25th day of March, 1998, between 7 WORLD TRADE COMPANY, L.P., a Delaware limited partnership, with an address at 521 Fifth Avenue, New York, New York 10175 hereinafter designated as **Landlord**, and THE CITY OF NEW YORK, a municipal corporation, acting through the Department of Citywide Administrative Services, with an address at 1 Centre Street, 20th Floor North, New York, New York 10007, hereinafter designated as **Tenant**.

W I T N E S S E T H:

WHEREAS, the parties hereto (hereinafter sometimes referred to as the "parties") desire to enter into a lease of approximately 50,182 rentable square feet of office space; and

WHEREAS, the City Planning Commission has approved the leasing of the aforesaid premises on December 3, 1997, (Calendar No. 21) pursuant to §195 of the New York City Charter, and the City Council did not disapprove the proposed leasing of the aforesaid premises; and

WHEREAS, this Lease is subject to public hearing and Mayoral approval pursuant to §824(a) of the New York City Charter, said hearing to be scheduled subsequent to the execution by the Landlord of this Lease; and

WHEREAS, this Lease may be executed by the Deputy Commissioner of the Department of Citywide Administrative Services after public hearing and Mayoral approval pursuant to §824(a) of the New York City Charter and after approval as to form by the Corporation Counsel of the City of New York; and

WHEREAS, the General Partner of Landlord has the authority to execute this Lease on behalf of Landlord.

NOW, THEREFORE, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord subject to public hearing and mayoral approval and subject to approval as to form by Corporation Counsel, the following described premises (hereinafter referred to as the "**Demised Premises**"): approximately 45,815 rentable square feet of office space on the entire 23rd floor and approximately 4,367 rentable square feet of office space on the 7th floor as shown on Exhibit A annexed hereto and made a part hereof, of the building (hereinafter referred to as the "**Building**") located at 7 World Trade Center (Block 84, Lot 36) in the Borough of Manhattan, on the certain premises and the air rights above the same demised to Landlord by the Underlying Lease (the "**Land**").

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The Demised Premises shall be used by the Mayor's Office of Emergency Management for executive and general offices for its domestic and international activities, such uses and activities to be conducted in a manner consistent with a first-class office building and for no other purpose whatsoever or for such other similar purposes as the Commissioner of Citywide Administrative Services may determine, provided such other purposes are consistent with the aforesaid, in conformity with the Underlying Lease, no portion of the Demises Premises shall be used to deal with the public on an "off the street" basis and upon the terms and conditions hereinafter set forth. The square footage of the Demised Premises consists of the rentable square footage set forth ~~above~~, said square footage is accurate and the City relies upon these representations which ~~has been~~ reviewed by the Department of Citywide Administrative Services, Department of Real Estate Services ("**DRES**").

ARTICLE 1
TERM

The term ("**Term**") of this Lease for which the Demised Premises are hereby leased, shall commence on the date hereof (herein called the "**Commencement Date**") and shall end at noon on January 31, 2018, which ending date is hereinafter called the "**Expiration Date**", or shall end on such earlier date upon which the Term may expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law.

ARTICLE 2
RENT

The "**rents**" reserved under this Lease, for the Term thereof, shall be and consist of:

(a) "**Base Rent**" (or "fixed rent") at the following annual amounts:

(i) ONE MILLION FOUR HUNDRED FIVE THOUSAND NINETY-SIX and 00/100 ($1,405,096.00) DOLLARS ($117,091.33 per month) for the period commencing on the Rent Commencement Date and ending on the day next preceding the fifth (5th) anniversary of the Rent Commencement Date, both dates inclusive (the "**1st Rental Period**"):

(ii) ONE MILLION SEVEN HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED SEVENTY and 00/100 ($1,756,370.00) DOLLARS ($146,364.17 per month) for the period commencing on the day next succeeding the expiration of the 1st Rental Period and ending on the day next preceding the tenth (10th) anniversary of the Rent Commencement Date, both dates inclusive (the "**2nd Rental Period**");

(iii) ONE MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED THIRTY-FOUR and 00/100 ($1,856,734.00) DOLLARS ($154,727.83 per month) for the period commencing on the day next succeeding the expiration of the 2nd Rental

Period and ending on the day next preceding the fifteenth (15th) anniversary of the Rent Commencement Date, both dates inclusive (the "**3rd Rental Period**"); and

(iv) TWO MILLION ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FORTY-FOUR and 00/100 ($2,107,644.00) DOLLARS ($175,637.00 per month) for the period commencing on the day next succeeding the expiration of the 3rd Rental Period and ending on the Expiration Date (the "**4th Rental Period**"), which shall be payable in equal monthly installments at the end of each and every calendar month during the Term. The term "**Rent Commencement Date**" shall mean January 1, 1999 and be applicable solely as to Base Rent and additional rent for escalations under Article 4, it being agreed that all other additional rent and all other charges (including electricity under Article 10) shall begin on the day on which Tenant's Initial Work (as defined in Article 6) in the Demised Premises has been Substantially Completed (as defined in Article 6), except that construction cost additional rent shall be payable as set forth in Article 6; and

(b) "**additional rent**" consisting of all such other sums of money as shall become due from and payable by Tenant to Landlord hereunder (for default in payment of which Landlord shall have the same remedies as for a default in payment of Base Rent), all to be paid to Landlord at its office, or such other place, or to such agent and at such place, as Landlord may designate by notice to Tenant, in lawful money of the United State of America, by check drawn on a bank or trust company which is a member of the New York Clearing House Association (or successor thereto).

Tenant shall pay the Base Rent and additional rent herein reserved promptly as and when the same shall become due and payable, without demand therefor and without any abatement, deduction or setoff whatsoever except as expressly provided in this Lease. If the Rent Commencement Date occurs on a day other than the first day of a calendar month, the Base Rent for such calendar month shall be prorated and the balance of the first month's Base Rent theretofore paid shall be credited against the next monthly installment of Base Rent.

All bills sent by Landlord to Tenant shall have clearly reflected thereon the property, address, and block and lot for which the bill is being sent. All bills must be legible and must contain the address to which the payment should be sent. The name, address, and telephone number of the Landlord's contact person for billing inquiries must be provided to Tenant in the manner designated in Article 21 hereof. The parties acknowledge that Pilot (hereinafter defined) payable by Landlord to the Port Authority constitutes a component of Base Rent.

ARTICLE 3
OPTION TO TERMINATE

The Tenant shall have the right to terminate this Lease, in whole, without any penalty or liability to Tenant, except as provided in this Article, effective as of the end of the 2nd Rental Period, or at any time thereafter, upon eighteen (18) months prior written notice to the Landlord (the **"Termination Notice"**), in which event, this Lease shall terminate at the end of the 2nd Rental Period (or later date contained in the Termination Notice) as if such date were the Expiration Date, provided that (i) the Expiration Date shall fall on the last day of a calendar month and (ii) within one hundred eighty (180) days after the delivery of Tenant's Termination Notice under this Article 3, Tenant shall pay to Landlord an amount equal to the unamortized portion of the brokerage commission (as of the Expiration Date in the Termination Notice) paid by Landlord to the Broker (as defined in Article 29). Landlord shall provide Tenant with a statement of such commission within thirty (30) days following receipt of the Termination Notice. Time shall be of the essence with respect to the giving of the Termination Notice and payment by Tenant.

ARTICLE 4
TAX AND OPERATING EXPENSE ESCALATIONS

Landlord and Tenant agree that in addition to the annual Base Rent provided for in the preceding paragraphs of this Lease, additional rent shall be payable, consisting of Real Estate Tax Escalations or Pilot Escalations and Operating Expense Escalations as those terms are hereinafter defined. Landlord and Tenant agree Tenant's pro-rata share of Real Estate Tax Escalations, Pilot Escalations, and Operating Expense Escalations accurately reflects the ratio of Tenant's rentable square footage to the total rentable square footage in the Building.

A. 1. **BASE YEAR OPERATING EXPENSES**

"Base Year Operating Expenses" shall be defined as all reasonable costs and expenses (and taxes thereon), without duplication, paid or incurred by Landlord in [see A.2. 1.4, i.e. the Operating Expense Base Year,] in the reasonable exercise of Landlord's business judgment with respect to following:

I. Items included in Operating Expenses

(1) Labor costs for the services of the following classes of employees performing services required in connection with the operation, cleaning, safety, security, repair and maintenance of the Real Property (including, without limitation, all Building equipment):

(i) the Building manager who works full time on the Building.

(ii) engineers, mechanics, electricians, plumbers, porters and janitors engaged on a full or part-time basis in the actual operation, repair and maintenance of any part of the Real Property, including but not limited to cleaning and the heating, air conditioning, ventilating, plumbing, electrical, elevator and all systems of the Real Property, provided that in the case of such part-time employees only the costs attributable to the Real Property shall be included.

(2) (i) The competitive cost of materials and supplies used in the operation, cleaning, safety, security, repair and maintenance of the Real Property including, but not limited to, painting and removal of graffiti.

(ii) The competitive cost of independent contractors performing services required for the operation, repair, cleaning, safety, security and maintenance of the Real Property including extermination services once each month.

(3) The annual amortization (on a straight-line basis over a depreciable life in accordance with generally accepted accounting principles consistently applied, with interest calculated at an annual rate of two (2) percentage points above the then current Base Rate at the time of Landlord's having made such expenditure) of expenditures incurred by Landlord after the Rent Commencement Date for any equipment, device or capital improvement which is required by law or insurance requirements or which is reasonably designed as a cost-saving measure (and the annual amortization in respect of which bears a reasonable relationship to the amount of actual savings) in the operation or maintenance of the Real Property or the Building equipment (including, without limitation, the Building electrical equipment (including, without limitation, the Building electrical transformers). The term "**Base Rate**" as used in the Lease shall mean the rate of interest publicly announced from time to time by Citibank. N.A., or its successor, as its "base rate" (or such other term as may be used by Citibank, N.A., from time to time, for the rate presently referred to as its "base rate").

(4) Management fees provided that said management fee shall be no higher than that which is ordinary and customary for first class office buildings in Manhattan in the real estate management industry in Manhattan.

(5) The costs of electricity and all other utilities for the common areas of the Building, including taxes thereon.

(6) "All Risk" fire insurance, including rent insurance.

(7) Business Improvement District assessment ("BID").

II. Items Excluded from Operating Expenses

(1) The cost of correcting defects in the construction of the Building or in the Building equipment, except that conditions (not occasioned by construction defects) resulting from ordinary wear and tear shall not be deemed defects for the purpose of this category;

(2) Cost of any repair made by Landlord to remedy damage caused by or resulting from the negligence of Landlord, its agents, servants or employees;

(3) Labor costs in respect to executives of Landlord not assigned to the Building as part of the normal Building operation staff;

(4) Taxes, Pilot and Real Estate Taxes as defined below;

(5) Legal, accounting or other professional fees (including without limitation, brokerage, and finder's and advertising fees incurred to attract, lease to, or procure new tenants) other than legal (but not litigation fees) and auditing fees reasonably incurred in connection with the maintenance and operation of the Real Property or in connection with the preparation of statements required pursuant to this Article or similar lease escalation provisions in other leases for space in the Building.

(6) Any public liability insurance premium;

(7) Interest for late payments of water and sewer rents;

(8) The cost of any items for which Landlord is reimbursed by insurance or which are reimbursable by insurance;

(9) The cost of extraordinary services provided for other tenants within the premises respectively demised to such tenants;

(10) The costs attributable to the correction or remedying of any act or omission of any tenant in the Building where such tenant is liable for the correction or remedying of any such act or omission under its lease with Landlord;

(11) Any cost (of electricity or any other item) for which Landlord is reimbursed by any tenant of the Building;

(12) The cost of repair or rebuilding caused by fire or other casualty or

condemnation;

(13) The cost of any alterations to prepare space for occupancy of any tenant in the Building;

(14) Expenses resulting from any violations by Landlord of the terms of this Lease or any other lease in the Building;

(15) Refinancing costs and mortgage interest and amortization payments;

(16) Any item otherwise indicated in this Lease to be performed at Landlord's sole cost and expense;

(17) Any item otherwise indicated in this Lease to be performed by Landlord but paid for by Tenant as additional rent or otherwise; and

(18) Expenditures for capital improvements or capital equipment, other than those included in I.(3) above.

The intent of the parties is that Tenant shall pay its proportionate share of increases in Base Year Operating Expenses (i.e. Operating Expense Escalations) based on the Building being not less than ninety-five percent (95%) occupied. Accordingly, in determining the amount of Base Year Operating Expenses , if less than ninety-five percent (95%) of the Building rentable area shall have been occupied by tenant(s) at any time during any such Operating Expense Base Year, Base Year Operating Expenses shall be increased by an amount equal to expenses which would have been incurred in the Building under an operating clause such as this one had such occupancy been ninety-five percent (95%) throughout such Operating Expense Base Year.

Landlord shall be required to disclose and notify Tenant of any significant related party transactions the cost of which are included in the Base Year Operating Expenses. When such transactions occur prices of same must be in line with normal industry practice in New York City. Failure to notify Tenant of such related party transactions shall result in a disallowance of such costs not in line with normal industry practice in New York City that would otherwise be part of the Base Year Operating Expenses. If such related party transactions occurred and were disclosed but it is found by the Tenant that the cost thereof was excessive, then such charges shall be disallowed to the extent they exceed normal industry prices in New York City.

Within one-hundred twenty (120) days after the expiration of the Operating Expense Base Year, Landlord shall furnish to Tenant a schedule of Operating Expenses for said Operating Expense Base Year. Such schedule of Base Year Operating Expenses must be prepared in a format no less detailed than that shown in Exhibit B hereto.

Such schedule of Base Year Operating Expenses must include a statement signed by the chief executive, chief operating, or chief financial officer of Landlord that avers that there is complete and accurate documentation in Landlord's files to support each and every charge included in Base Year Operating Expenses.

Landlord must have supporting documents for each and every Base Year Operating Expense or it will be disallowed.

Such schedule of Base Year Operating Expenses must be accompanied by a report of Landlord's Certified Public Accountant, which report must be based upon an audit conducted in accordance with generally accepted auditing standards and state whether the schedules of Base Year Operating Expenses present fairly the Base Year Operating Expenses of Landlord , as defined in the Lease. Tenant approves the format of Exhibit B hereto and agrees that said Exhibit B meets the requirements of the preceding sentence.

If Landlord fails to furnish any statements under this Article relating to Base Year Operating Expenses or Operating Expense Escalations under A.2. below within 180 days after the date due, Tenant may, upon thirty (30) days' written notice, withhold all additional rent due and owing to Landlord for Operating Expense Escalations under A.2. below, until Landlord furnishes the foregoing statements. Tenant's liability for Operating Expense Escalations due pursuant to this Article and/or Landlord's liability for refunding any overpayment shall survive the expiration of the Term hereof.

Pending any audit by the Tenant or Comptroller of the Operating Expense Base Year, Tenant shall pay Operating Expense Escalations pursuant to the foregoing provisions hereof for such year as billed by Landlord, provided, however, that Tenant shall have the right to withhold a disputed amount on account of Operating Expense Escalations until the dispute in question is resolved; and upon completion of such audit Tenant shall be allowed to deduct immediately overcharges detected upon audit from any installment of rent then becoming due , or if at the end of the Lease term Tenant shall be entitled to a payment from Landlord for such amounts within thirty (30) days of Lease termination or expiration.

Tenant shall have the right to copy, examine and audit Landlord's Base Year Operating Statement.

A.2 LANDLORD'S STATEMENT OF OPERATING EXPENSE ESCALATIONS

Consumer Price Index Adjustments

1. Definitions

1.1 **"Price Index"** shall mean "The Consumer Price Index for U.S. City Average-All Urban Consumers (1982-84 equals 100), issued by the Bureau of Labor Statistics of the United States Department of Labor.

1.2 **"Base Price Index"** shall mean the Price Index for the month of January, 1998.

1.3 **"Lease Year"** shall mean each period of twelve (12) consecutive months, beginning on the first day of January of each calendar year, during the Term of this Lease.

1.4 **"Operating Expenses Base Year"** shall mean the calendar year 1998.

2. **"Operating Expense Escalation"**shall mean a sum payable by Tenant to Landlord each Lease Year computed by multiplying the sum representing the Base Year Operating Expenses as defined under Subsection A. 1 of this Article 4 by the percentage, if any, by which the average Price Index, as published for the month following the last month of the Lease Year in question, shall exceed the Base Price Index. Such sum shall be multiplied by 2.59% which represents Tenant pro rata share of Operating Expenses for the Building. **(See example for calculating CPI Index changes below.)**

3. Such Operating Expense Escalation for every Lease Year which follows the Operating Expense Base Year shall be billed and paid as follows:

(a) Within ten (10) weeks after the beginning of any such Lease Year, Landlord shall deliver to Tenant a statement (hereinafter the "Estimate") showing the estimated amount of such Operating Expense Escalation payable for the then current Lease Year, which estimated amount shall be calculated by using the previous Lease Year's CPI factor according to 2. above. Tenant shall pay Landlord the same sum, in equal monthly installments (such monthly installment hereinafter referred to as the "Amount") in arrears on the last day of each and every month during such Lease Year. Such Estimate shall be on account of the Operating Expense Escalation accruing under this Subsection A.2, subparagraph 3 (b), below for the then current Lease Year.

(b) Within ten (10) weeks after the end of the Lease Year, in which such Amounts were payable under Subparagraph 3 (a) above, Landlord shall deliver to Tenant a statement of the Operating Expense Escalation payable by Tenant for such Lease Year, computed in accordance with 2. above. Such statement shall indicate the balance payable by Tenant after crediting Tenant with the aggregate of the monthly Amount payments made under Subparagraph 3. (a) above for such Lease Year. The amount of such balance shall be paid by Tenant to Landlord within 45 days after delivery of such statement. If there is an overpayment by Tenant Landlord shall refund the overpayment to Tenant within 45 days after delivery of the aforesaid statement.

4. Landlord shall not be obliged to make any adjustments or recomputations, retroactive or otherwise, by reason of any revision which may later be made in the figure of the Price Index first published for any month. The Price Index published for any Lease Year shall, for the purpose of this Subsection A.2., be deemed no lower than the Base Price Index.

5. If the Price index ceases to use the 1982-84 average equaling 100 as the basis of calculation, then the Price Index shall be appropriately adjusted to reflect the change in the Price Index from that in effect at the date of this Lease. If such Price Index shall no longer be published by said Bureau, then any substitute or successor index published by said Bureau or other governmental agency of the United States, and similarly adjusted as aforesaid, shall be used. If such Price Index (or a successor or substitute index similarly adjusted) is not available, a reliable governmental or other reputable publication selected by Landlord and Tenant jointly and evaluating the information theretofore used in determining the Price Index shall be used.

6. If any part of a year of the term of this Lease shall include any part of a Lease Year, Tenant's liability under this Subsection A.2. shall be apportioned so that Tenant shall pay only such part of the sums required to be paid under this Subsection A.2. that shall be included in the Term of this Lease.

Example for calculating CPI Index changes.

Index point change	
CPI	118 5
Less CPI for previous period	113.8
Equals index point change	4.7
Percent Change	
Index point difference	4.7
Divided by the previous index	113.8
Equals	0.041
Results multiplied by 100	0.041x100
Equals percent change	4.1

B. **REAL ESTATE TAX ESCALATIONS**

The term "**Taxes**" and "**Real Estate Taxes**" as used herein, shall mean the real estate taxes and assessments (excluding the BID and special assessments attributable to additions or capital improvements (other than replacements) to the Building which are not customary for a first-class office Building) on or with respect to the Building and the Land upon which it is located, assessed, levied, or imposed by any governmental authority having jurisdiction. Excluded (unless in substitution in whole or in part for Taxes and Real Estate Taxes) from the foregoing enumerations of Taxes and Real Estate Taxes will be (i) any income, franchise, inheritance, capital stock, excise, excess profits, occupancy or rent, gift, estate, payroll or stamp taxes or foreign ownership or control taxes or any capital gains tax, deed tax, transfer tax and mortgage recording tax imposed by municipal, state or federal law, (ii) any expenses incurred by Landlord, or Landlord's estate, including payments to attorneys and appraisers, in contesting the Taxes and Real Estate Taxes by tax certiorari proceedings and such expenses and payments shall be the obligation of Landlord, and (iii) any Taxes resulting from an increase of the assessed value of the Building attributable to additions or capital improvements (other than replacements) to the Building unless such addition or capital improvement was made in whole or in part for the benefit of tenants generally. As of the date hereof, to the best of Landlord's knowledge, the only Taxes affecting the Building and/or the Land are the real estate taxes payable to the City of New York as Pilot.

Tenant covenants and agrees that for each lease year of the Term commencing with July 1, 1998, where the total annual Real Estate Taxes imposed or assessed upon the land and Building for such lease year is greater than the Tax base for the New York City fiscal year 1997/1998 (hereinafter referred to as the "**Real Estate Tax Base Year**"), Tenant shall pay to Landlord as additional rent, a sum equal to two point five nine percent (2.59%) of such increase, which represents Tenant's proportionate share of such increase. The amount of such additional rent payable for any lease year having a duration of less than twelve (12) months shall be prorated.

The Tax base for the Real Estate Tax Base Year shall be the annual Real Estate Taxes finally imposed or assessed on the Land and Building for the Real Estate Tax Base Year.

Appropriate credit shall be given for any refund obtained by reason of a reduction in the assessed valuation made by the assessors or the courts at any time during this Lease or at any time thereafter taking into account Landlord's costs in obtaining any such reduction. The original computations, as well as payments of additional rent, if any, under the provisions of this Article, shall be based on the original assessed valuation with adjustments to be made if and when the Tax refund, if any, has been paid to Landlord.

If the assessment of the land and Building shall be reduced for the Real Estate Tax Base Year as a result of protests of proceedings filed therefor, then the Tax base shall be amended to the amount actually collectible by the City of New York for the base fiscal tax year on the corrected assessment. Landlord shall use reasonable efforts to notify Tenant in writing each time a tax assessment is challenged. This paragraph shall also apply to the Base Pilot Square Foot Factor.

1. The term "**Pilot**" shall mean (i) such payments as the Port Authority has agreed to pay the City of New York under an agreement dated 1967 as it may have been or may be hereafter supplemented or amended (the "**City Agreement**") and (ii) all payments in lieu of Real Estate Taxes or assessments which may be agreed upon between the Port Authority and any governmental authorities (Federal, State or City, or any political subdivision thereof) other than as provided in the City Agreement, but not any amounts in excess of those imposed under the City Agreement.

2. The term "**Pilot Square Foot Factor**" shall mean the annual per rentable square foot factor used in computing the Pilot under the City Agreement for the relevant Tax Year. If payments under the City Agreement become payable on a basis other than an annual amount per occupied rentable square foot (as defined in Section 5.1.7 of the Underlying Lease), then unless

such payments are separately assessed and levied or allocated to the Real Property, the Port Authority will allocate such payments equitably on the basis of proration between the total number of square feet in the World Trade Center subject to such payments and the total number of square feet in the Building subject to such payments and Landlord will notify Tenant of such allocation, in which event, the **"Pilot Square Foot Factor"** shall equal the payments so allocated to the Building divided by the Building Area, i.e., 1,936,000 square feet.

3. The term **"Base Pilot Square Foot Factor"** shall mean the Pilot Square Foot Factor applicable to the period July 1, 1997 through June 30, 1998 (as finally determined).

4. The term **"Pilot Rate Multiple"** shall mean the number of rentable square feet allocated to the Demised Premises for purposes of Section 6.8 of the Underlying Lease, such number of rentable square feet to be determined pursuant to Section 5.1.7 of the Underlying Lease.

5. The term **"Tax Year"** shall mean the twelve (12) month period commencing July 1 of each year, or such other period of twelve (12) months as may be duly adopted as the fiscal year for real estate tax purposes in the City of New York.

6. (A) Tenant shall pay as additional rent for each Tax Year, all or any portion of which shall be within the Term a sum (**"Tenant's Pilot Payment"**) computed by multiplying the Pilot Rate Multiple by the excess of the Pilot Square Foot Factor for such Tax Year over the Base Pilot Square Foot Factor. Tenant's Pilot Payment for each Tax Year shall be due and payable by Tenant within thirty (30) days after receipt of a demand from Landlord, based upon the most recent Landlord's Statement. If there shall be any increase or decrease in Pilot for any Tax Year, whether during or after such Tax Year, Landlord shall furnish a revised Landlord's Statement for such Tax Year. If a Landlord's Statement is furnished to Tenant after the commencement of a Tax Year in respect of which such Landlord's Statement is rendered, Tenant shall, within thirty (30) days after receipt of such statement, pay to Landlord the amount of any underpayment of Tenant's Pilot Payment with respect to such Tax Year or in the event of any overpayment, Landlord shall either pay to Tenant or, at Tenant's election, credit against subsequent payments of fixed rent, the amount of Tenant's overpayment, except that any overpayment equal to less than one monthly installment thereof shall be credited against subsequent payments of fixed rent (any overpayment due from Landlord to Tenant to be paid to Tenant within thirty (30) days after Tenant's demand therefor). If at any time after the date hereof, Taxes or Pilot are required to be paid (either to the appropriate taxing authorities or to the Ground Lessor or as escrow payments to the holder of any superior mortgage or the lessor of any superior lease, in full or in monthly, quarterly or other installments on any date or dates other than as presently required, then upon notice thereof from Landlord, Tenant's Pilot Payment and Tenant's Tax Payment shall be correspondingly accelerated or revised so that said Tenant's Pilot Payment and Tenant's Tax Payment are due at least thirty (30) days prior to the date payments are due to the taxing authorities or the Ground Lessor or the superior mortgagee.

(B) Only Landlord shall have the right to institute tax reduction or other proceedings to reduce the Taxes or the assessed valuation of the Real Property. Nothing herein shall obligate Landlord to file any application or institute any such proceeding.

(C) If a Tax Year begins prior to the Rent Commencement Date or ends after the Expiration Date or sooner termination of this Lease (other than pursuant to Article 30), Tenant's Pilot Payment and Tenant's Tax Payment with respect to such Tax Year shall be apportioned in the ratio of the number of days in such Tax Year occurring within the Term to the total number of days in such Tax Year. If the Rent Commencement Date shall occur on a date other than June 1 or December 1, and there shall be a Tenant's Pilot Payment and Tenant's Tax Payment payable with respect to the period commencing on the Rent Commencement Date, such Tenant's Pilot Payment or Tenant's Tax Payment shall not become due until Landlord shall have furnished a Landlord's Statement with respect thereto and in no event until after the Rent Commencement Date.

(D) Landlord will use reasonable efforts to obtain a waiver by the Port Authority for payment of Tenant's Pilot Payment from Tenant named herein. In the event any such waiver is obtained Tenant shall receive the benefit thereof during such period of waiver including all such amounts, if any, previously paid by Tenant to Landlord for the period of time included in such waiver. In the event the Pilot component of the basic annual rental payable by Landlord under the Underlying Lease for the Demised Premises shall be waived by the Port Authority for Tenant and not be payable by Landlord to the Port Authority for the Demised Premises, the Base Rent (on a per square foot basis) shall be reduced by the amount (and duration) of such waiver by the Port Authority. Landlord makes no representation to Tenant that any of the provisions of this Paragraph (D) shall be effective and the failure to obtain same shall have no effect on this Lease. In the event Real Estate Taxes shall become payable for the Real Property, said reduction in Base Rent shall immediately cease and the Base Rent shall be fully restored to the rentals set forth in Article 2.

E. **RIGHT TO AUDIT**

Tenant and its authorized representative shall have the right to examine, copy and audit any and all books and records of Landlord, pertinent to the escalations under this Article including but not limited to original invoices, originals of executed contracts, original cancelled checks, general ledgers and books of original entry, for the purpose of verifying the accuracy of any statement furnished by Landlord to Tenant. All statements are subject to audit by the occupying agency or its representative and post-audit by the Office of the Comptroller. Landlord shall be required to retain the books and records required herein, at its main office or such other location within New York City as it may designate, for six (6) years after the period to which they relate.

Upon Tenant's request, Landlord shall notify Tenant of (i) any protest filed by any other tenant regarding any amounts billed pursuant to this Article and of (ii) any audits, resolution of audits, claims for refund of overpayments, settlements of overpayments, refunds of overpayments, and litigation and arbitration proceedings for recovery of overpayments, where such audits and other actions result in a determination that overcharges have occurred under this Article.

ARTICLE 5
LANDLORD'S INTEREST IN PREMISES ← ?

Landlord warrants and represents that it is the owner of the leasehold esta ← ? under the Underlying Lease and is empowered and authorized to lease said premise herein.

ARTICLE 6
LAYOUT AND FINISH

(A) Landlord shall prepare a final plan or final set of plans (which said final plan or final set of plans, as the case may be, is hereinafter called the "**Final Plans**") based upon the preliminary plans and scope of work ("**Preliminary Plans**") which are listed on Exhibit C annexed hereto. The Final Plans must (i) be engineering and architecturally complete; (ii) be coordinated with existing Building conditions and facilities; (iii) conform to all applicable codes and requirements (including but not limited to terms and conditions in the professional services requirement document prepared by DRES, i.e., "Guide for Design Consultant"; (iv) clearly distinguish Tenant's Initial Work (hereinafter defined) from Tenant's alterations, if any; (v) be coordinated and based on the Preliminary Plans; and (vi) incorporate and elaborate on the Phasing Plan, in order to create a complete set of construction documents. The Final Plans must be filed by Landlord with all governmental authorities having jurisdiction. The Preliminary Plans have been approved by Tenant. Landlord and Tenant have approved (i) Swanke, Hayden, Connell, Ltd. as the architects (the "**Architect**") and their Scope of Services annexed hereto and made a part hereof as Exhibit D.

In accordance with the Final Plans, Landlord, at Landlord's initial expense, subject to Landlord's Contribution (as hereinafter defined in Paragraph (I) of this Article) and except as otherwise expressly specified in this Lease, will cause its designated construction manager to make and complete in and to the Demised Premises the work and installations (herein called "**Tenant's Initial Work**") specified in the Final Plans.

Within 35 days after the unconditional execution and delivery of this Lease by Landlord and Tenant, Landlord shall cause said Architect to complete the Final Plans and delivery of same to DRES and the Port Authority and other regulatory agencies (if any) which require said submission. DRES will review and either approve or disapprove the Final Plans, which approval shall not be unreasonably withheld, conditioned or delayed within ten (10) business days after receipt by DRES. In the event DRES shall not approve such Final Plans it shall indicate in writing in reasonable detail the corrections required before such approval can be furnished. Thereafter, Landlord shall resubmit revised Final plans within ten (10) business days and DRES overpayments, and litigation and arbitration proceedings for recovery of overpayments, where such audits and other actions result in a determination that overcharges have occurred under this Article.

ARTICLE 5
LANDLORD'S INTEREST IN PREMISES

Landlord warrants and represents that it is the owner of the leasehold estate demised under the Underlying Lease and is empowered and authorized to lease said premises as provided herein.

ARTICLE 6
LAYOUT AND FINISH

(A) Landlord shall prepare a final plan or final set of plans (which said final plan or final set of plans, as the case may be, is hereinafter called the **"Final Plans"**) based upon the preliminary plans and scope of work (**"Preliminary Plans"**) which are listed on Exhibit C annexed hereto. The Final Plans must (i) be engineering and architecturally complete; (ii) be coordinated with existing Building conditions and facilities; (iii) conform to all applicable codes and requirements (including but not limited to terms and conditions in the professional services requirement document prepared by DRES, i.e., "Guide for Design Consultant"; (iv) clearly distinguish Tenant's Initial Work (hereinafter defined) from Tenant's alterations, if any; (v) be coordinated and based on the Preliminary Plans; and (vi) incorporate and elaborate on the Phasing Plan, in order to create a complete set of construction documents. The Final Plans must be filed by Landlord with all governmental authorities having jurisdiction. The Preliminary Plans have been approved by Tenant. Landlord and Tenant have approved (i) Swanke, Hayden, Connell, Ltd. as the architects (the **"Architect"**) and their Scope of Services annexed hereto and made a part hereof as Exhibit D.

In accordance with the Final Plans, Landlord, at Landlord's initial expense, subject to Landlord's Contribution (as hereinafter defined in Paragraph (I) of this Article) and except as otherwise expressly specified in this Lease, will cause its designated construction manager to make and complete in and to the Demised Premises the work and installations (herein called **"Tenant's Initial Work"**) specified in the Final Plans.

Within 35 days after the unconditional execution and delivery of this Lease by Landlord and Tenant, Landlord shall cause said Architect to complete the Final Plans and delivery of same to DRES and the Port Authority and other regulatory agencies (if any) which require said submission. DRES will review and either approve or disapprove the Final Plans, which approval shall not be unreasonably withheld, conditioned or delayed within ten (10) business days after receipt by DRES. In the event DRES shall not approve such Final Plans it shall indicate in writing in reasonable detail the corrections required before such approval can be furnished. Thereafter, Landlord shall resubmit revised Final plans within ten (10) business days and DRES shall approve or disapprove such revised drawings and indicate whatever corrections it requires within five (5) business days after receipt thereof, following which Landlord shall within five (5) business days of its receipt of corrections required by DRES fully complete the revision of the Final Plans based on the requested corrections and furnish DRES with a complete set thereof for its approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(B) The term **"Work Cost"** as used in this Article shall mean the actual cost to Landlord of furnishing and installing Tenant's Initial Work as shown on the Final Plans and shall consist of all costs and expenses (excluding construction loan interest and related financing costs) charged to Landlord for:

(a) the approved Architect's fees for any change orders after February 12, 1998 to the services required for Tenant's Initial Work requested by DRES, which are in the Architect's Scope of Services and any additional Architects fees' for major modifications or increases in the scope of the Architect's services to the extent requested and authorized in writing signed by DRES,

(b) the performance of all terms of Tenant's Initial Work in accordance with the Final Plans;

(c) one (1) construction manager's general conditions (not to exceed eight percent (8%) and one (1) construction manager's over-head and profit (not to exceed six percent (6%) plus insurance of one and one-quarter percent (1.25%); Landlord shall not be entitled to be paid an administrative or management fee for the performance of Tenant's Initial Work. There shall be no double payment by Tenant of any items included in the Tenant's Work Cost, including but not limited to any components of overhead and profit and construction manager's fees; and

(d) Landlord and Tenant may negotiate in good faith a cost for Tenant's use of fuel pipes now installed in the Building and such cost, upon approval by Tenant, shall be part of the Work Cost.

Within ten (10) business days after DRES's approval of the Final Plans, and prior to the commencement of the Tenant's Initial Work, Landlord shall submit to DRES completed DRES cost estimate forms and promptly upon receipt by Landlord all of the Port Authority administrative approvals with respect to the Final Plans. The cost estimate forms shall be completed by the bidders approved by DRES and Landlord and shall indicate in reasonable detail the proposed cost of Tenant's Initial Work after Landlord, (i) shall have obtained three (3) competitive bids, proof of which will be supplied to DRES, by three (3) subcontractors of each trade pre-approved by DRES, of which Landlord or an affiliated entity may be one; and (ii) shall have selected the lowest responsible bidder, except that Landlord shall designate sprinkler and fire alarm subcontractors, whose bids shall be reasonably competitive for first class office buildings in Manhattan. If Tenant shall dispute that such bids of the sprinkler and fire alarm subcontractors are so reasonably competitive, said subcontractors shall be as designated by Landlord, subject to the right of Tenant to have such issue resolved by arbitration as provided in Paragraph (J) of this Article.

DRES shall, within five (5) business days of its receipt of Landlord's notice of the Work Cost, approve or disapprove the Work Cost. If DRES disapproves, it will meet with Landlord within five (5) business days to determine an agreed upon cost. As part of the process DRES will meet with the lowest bidder to resolve any discrepancies in unit prices and quantities. In the event Landlord and DRES are unable to resolve their differences and agree upon the Tenant's Initial Work cost items, Landlord shall solicit bids from at least three (3) new subcontractors designated by DRES in which case the procedures and time frames with respect to the bids shall apply to such additional bids and bidders. Within five (5) business days from approval of the Tenant's Work Cost and prior to commencing construction, Landlord will upon receipt submit a copy of the work permit (or alternative document issued by the Port Authority) to DRES. Landlord shall commence construction within five (5) business days after the later of (x) approval by Tenant of the Work Cost and (y) receipt by Landlord of Port Authorty approval to commence construction, which later date is herein sometimes called the "**Construction Commencement Date**". All subcontractors shall be approved by Landlord, have a good reputation, be acceptable for the performance of such work in other first class office buildings in Manhattan to meet Landlord's reasonable requirements for the Building.

The Work Cost shall be subject to audit by the Department of Citywide Administrative Services and/or its authorized representative. Such costs may, in the discretion of the Comptroller of the City of New York, also be post-audited by the Comptroller.

(C) In all instances where Tenant is required to supply information or authorizations with regard to Tenant's Initial Work, Tenant shall supply the same within three (3) business days after written request therefor by Landlord, except in such unusual case where more than three (3) business days shall be reasonably necessary due to the nature of such request but, Tenant shall promptly commence and diligently proceed to supply the same to Landlord.

(D) Except as provided in this Article, Landlord shall not be required to spend any money or to do any work to prepare the Demised Premises for Tenant's occupancy. The specification of Tenant's Initial Work represents the limit of Landlord's responsibilities in connection with the preparation of the Demised Premises and except as so provided, Tenant shall take the Demised Premises "as-is". Any other improvements, alterations or additions shall be performed by Tenant, but subject to all of the terms, conditions and covenants of this Lease.

(E) Landlord makes no representation of the date on which it will Substantially Complete (hereinafter defined) Tenant's Initial Work, and Landlord shall be under no penalty or liability to Tenant whatsoever by reason of any delay in such performance and this Lease shall not be affected thereby, except as set forth in the last sentence of this Paragraph (E) and Paragraph (L). In no event shall the Expiration Date be postponed beyond January 31, 2018. Landlord agrees that it will use reasonable efforts to obtain contracts for the performance of the work required to be performed by it and to arrange to have all such work commenced without delay and prosecuted without unnecessary interruption until completion. Notwithstanding the preceding, Landlord shall use its best efforts (at no additional expense) to Substantially Complete Tenant's Initial Work within six (6) months after the Construction Commencement Date (the **"Target Date"**), excluding the Long Lead Items/Work set forth on Schedule 1 annexed hereto (the **"Scheduled Items"**). In the event (a) Landlord shall fail to meet and default in performing its obligations in the time periods provided in Paragraph B hereof not due to a Tenant delay (as set forth in this Article) or fault of Tenant to perform its obligations under this Lease and (b) Tenant's Initial Work shall not be Substantially Completed (as hereinafter defined) excluding the Scheduled Items on or prior to the Target Date not due to a Tenant delay (as set forth in this Article) or fault of Tenant to perform its obligations under this Lease, and (c) Tenant shall not have taken possession of any portion of the Demised Premises, then, the Rent Commencement Date shall be adjourned one (1) day for each one (1) day after the Target Date that Tenant's Initial Work shall have failed to have been Substantially Completed. Landlord shall cause its construction manager to diligently pursue to obtain the Scheduled Items within the dates to be furnished to Tenant and Substantially Complete the Scheduled Items, subject to Article 22.

• Generator-
• Switchgear
• Tunnel-1
• Manufacturer items

F. Tenant shall be permitted to enter into the Demised Premises for installation of its machinery, furniture, equipment and fixtures and performance of its work, all as permitted by this Lease prior to Substantial Completion at its sole risk, provided that such entry and work do not interfere in any way with Landlord's performance of the work to be done by Landlord. At any time during such period of prior entry, if Landlord notifies Tenant that Tenant's entry or work is interfering with or delaying Landlord's performance of Tenant's Initial Work, Tenant shall forthwith discontinue any further work and shall remove from the Demised Premises and shall cause its workmen or contractors to remove therefrom, any equipment, materials or installations which are the subject of Landlord's notice.

(G) Subject to the provisions of this Article 6 and Article 11, all work performed by Landlord, including the Building air conditioning installation, shall, upon installation, become Landlord's property (excluding Tenant's trade fixtures, personal property and equipment) and shall be surrendered at the expiration or sooner termination of the Term of this lease, in good condition, reasonable wear and tear excepted.

(H) (a) For the purposes of this Article, Tenant's Initial Work shall be deemed to be Substantially Completed when (i) all work is completed (including necessary sign-offs of The Port Authority), excepting the Scheduled Items and minor details of construction or decoration which do not materially adversely affect Tenant's use of the Demised Premises, and (ii) a certified air balancing report approved by Landlord's engineer as being in conformance with the Final Plans has been delivered to the Tenant. Tenant shall promptly submit to Landlord a "punch-list" of such minor unfinished work which punch-list items, undisputed by Landlord, will be diligently completed. Tenant shall periodically inspect Tenant's Initial Work and make any objections thereto, if called for, without delay, so as to mitigate changes, delays and costs. Landlord shall give Tenant notice (**"Landlord's Completion Notice"**) of Substantial Completion of the Demised Premises on or promptly after the date of Substantial Completion, which notice shall include the items under (i) (Port Authority sign-offs) and (ii) above. Tenant shall certify or deny certification of Substantial Completion (**"Certification"**) to Landlord within three (3) business days after receipt of Landlord's Completion Notice. Failure by Tenant to respond within said three (3) business day period, shall be deemed Certification by Tenant. If Tenant shall deny Certification, Tenant shall state in writing in reasonable detail the reasons for such denial but, in any event, Substantial Completion shall be deemed to have occurred on the date set forth in Landlord's Completion Notice, subject to the right of Tenant to have such issue resolved by Arbitration as provided in Paragraph (J) of this Article.

(b) Tenant specifically acknowledges and agrees that the Work Cost may increase and there may be delay in completion of Tenant's Initial Work by reason of (i) subject to Paragraph (C) hereof, unreasonable delay or failure by Tenant in supplying information or giving authorizations;(ii) interference by Tenant or Tenant's contractors with the performance of Tenant's Initial Work after notice to Tenant;(iii) additional work or changes or new materials requested by Tenant, it being agreed that Landlord's response to Tenant's request for additional work or changes or new materials shall include the cost thereof and estimated resulting delay time; or (iv) any resubmissions or revisions of Tenant's Final Plans (without regard to any time periods granted to Tenant hereunder for making such resubmissions or revisions). Corrections of errors in the Final Plans shall not be deemed a Tenant delay. Landlord shall advise Tenant within one (1)business day after Landlord has knowledge of any condition or occurrence or act which will result in a delay under this Paragraph, which delay shall be deemed to have commenced, at Landlord's option, on the earlier of the date of receipt by Tenant of Landlord's said notice or one (1) business day sooner. At Landlord's option, Substantial Completion shall occur on the date on which Tenant's Initial Work would have been Substantially Completed if not for the occurrence of any such delays.

(I) Notwithstanding anything contained to the contrary in this Lease, the total cost of Tenant's Initial Work which Landlord shall provide Tenant without charge and for installations performed prior to Substantial Completion shall be, as of February 12, 1998, the sum of $1,668,858.00 (the **"Landlord's Contribution"**), subject to reduction for increase in the Architect's fees and/or services as provided in Paragraph (B)(a) hereof. The Work Cost in excess of Landlord's Contribution will be paid by Tenant. Tenant shall not authorize a change order or changes or new materials to create a Work Cost in excess of $14,287,986.00. The balance of the Work Cost in excess of Landlord's Contribution, up to the sum of $12,619,128.00 shall be borne by Tenant. If the Work Cost (including Landlord's Contribution) exceeds $14,287,986.00, Tenant shall promptly meet with Landlord to resolve the overage, but the preceding shall not affect Tenant's responsibility for payment of the Work Cost in excess of Landlord's Contribution. Provided Landlord has commenced and is proceding with reasonable diligence in the performance of Tenant's Initial Work, payment by Tenant of the Work Cost in excess of Landlord's

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Contribution shall be made as construction cost additional rent as follows: (i) within 60 days following approval of the bids of all trades necessary for Substantial Completion of the Demised Premises, but not earlier than 60 days after receipt by Tenant of an invoice therefor, Tenant shall pay to Landlord the sum of $3,500,000.00, (ii) within 120 days following approval of the bids of all trades necessary for Substantial Completion of the Demised Premises, but not earler than 60 days after receipt by Tenant of an invoice therefor, Tenant shall pay to Landlord an additional sum of $3,500,000.00, and (iii) 30 days after Substantial Completion, Tenant shall pay to Landlord the balance of the Work Cost in excess of Landlord's Contribution. Said payment by Tenant upon Substantial Completion may exclude the undisputed value of uncompleted punch list items and uncompleted Scheduled Items, which amount shall be paid promptly by Tenant after completion by Landlord. Any late payment by Tenant after the said above stated dates shall be made together with interest at 10% per annum, compounded daily from date due to date of payment, but in no event more than the highest rate of interest which at the time shall be permitted under the laws of the State of New York.

(J) Any dispute regarding the determination of Substantial Completion of Tenant's Initial Work shall be resolved by arbitration, in the manner by the rules and before the American Arbitration Association (or any successor organization) in New York County. The party desiring arbitration shall appoint as arbitrator on its behalf, a person having at least 10 years relevant experience and give notice written notice to the other party who shall, within 15 days thereafter, appoint a second person having at least 10 years relevant experience and give written notice thereof to the first party. The arbitrators so appointed, shall within 15 days following the appointment of the second arbitrator appoint a third disinterested person having no less than 10 years relevant experience.

Said arbitrators shall, as promptly as possible (but in any event within 30 days following the appointment of the third arbitrator) determine the dispute by a majority of the arbitrators, whose decision shall be binding and conclusive upon the parties hereto. Each party shall bear its own fees and expenses of (i) its own attorneys and other experts and the arbitrator that it selected and (ii) be responsible for one-half the fees and expenses of the third arbitrator.

The arbitrators shall have no power to vary or modify any of the provisions of this Lease, and their powers and jurisdiction are limited accordingly. The decision of the arbitrators shall be binding upon the parties, and may be entered as a judgment in any court having jurisdiction thereover.

(K) If Tenant shall fail to make timely payment of any sums payable to Landlord pursuant this Article, then, in addition to all other rights and remedies afforded Landlord in the event of such non-payment, Landlord may, without notice to Tenant, discontinue the performance of Tenant's Initial Work, including any additional work (or any items thereof) until such time as Tenant makes payment to Landlord of all such past due sums and provides Landlord with adequate assurance of the timely payment of all additional sums which may or shall be payable by Tenant pursuant to this Article. Any delay resulting from the discontinuance of Tenant's Initial

Work and/or additional work (if any) pursuant to this Paragraph shall be deemed a delay caused by Tenant.

(L) Notwithstanding the foregoing provisions of this Lease, in the event that Landlord fails to Substantially Complete Tenant's Initial Work in the Demised Premises prior to December 31, 1999 (through no Tenant delay as provided in Paragraph H or fault of Tenant to perform its obligations under this Lease) and subject to force majeure, Tenant shall have the right to terminate this Lease within the following ten (10) days by giving notice thereof to Landlord and the Term shall expire upon the tenth (10th) day after such notice is given.

ARTICLE 7
CERTIFICATE OF OCCUPANCY; COMPLIANCE WITH LAWS

Landlord agrees to deliver to the Department of Citywide Administrative Services a Certificate of Occupancy or other sufficient indicia of legality for use of the premises for the purposes set forth in this Lease and same shall be a prerequisite to the official assumption of occupancy by Tenant.

Tenant's Initial Work shall include all permits necessary to legalize the Demised Premises, the alterations and improvements specified herein and to comply with all requirements, rules, laws, regulations and orders of Federal, State and local authorities and of any board of fire underwriters having jurisdiction over the Demised Premises or the Real Property, including, without limitation, as of date of Substantial Completion, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. ("ADA"). With respect to the ADA and regulations promulgated during the Term, Landlord shall comply with and perform the Landlord's obligations, if any, imposed upon owners of office buildings as a class including all common areas that service the Demised Premises in and around the Building. Tenant shall comply with and perform all obligations arising from Tenant's specific manner of use of the Demised Premises and any alterations performed by Tenant. Subject to Landlord's right to contest, Landlord shall remove all violations which may be placed against the Demised Premises, except those violations caused by Tenant's acts, omissions or breach of the terms of this Lease.

ARTICLE 8
REAL ESTATE TAXES, ASSESSMENTS, WATER RATES, SEWER RENTS, ARREARS

(A) If Landlord shall become the fee owner of the Real Property, Landlord shall pay all real estate taxes, assessments, water rates and sewer rents (if any) levied against said Building and Land for the tax lot where the Demised Premises is located or that may be liens thereon. Upon request, Landlord shall provide Tenant with receipted bills, payment receipts or other back-up information reasonably satisfactory to Tenant evidencing Landlord's payment thereof within five (5) business days after Tenant shall give notice to Landlord requesting such evidence of payment.

(B) Additionally, if Landlord is in arrears in payment to the Port Authority of Pilot for the Demised Premises, then Tenant may upon five (5) days notice to Landlord, apply any rent due or that may become due and payable under this Lease to the payment of such arrears and as long as such arrears are unpaid, no action or proceeding may be maintained by Landlord against Tenant for nonpayment of rent.

ARTICLE 9
LANDLORD'S SERVICES

(A) (i) From and after Substantial Completion of the Demised Premises, Landlord, at Landlord's expense, shall furnish heat to the peripheral heat units in the Demised Premises and ventilation and condenser water to the Building air conditioning equipment located on each floor of the Demised Premises ("**HVAC**"), through the Building systems, for reasonably comfortable occupancy of the Demised Premises, from 8:00 A.M. to 6:00 P.M. ("business hours") on business days. If Tenant shall install supplemental air conditioning in the Demised Premises requiring condenser water, solely to the extent the building risers and tower have available capacity, Landlord shall furnish condenser water therefor and Tenant shall pay Landlord's then established reasonable charges in connection therewith as additional rent within 45 days after demand. The term "business days", as used in this Lease, shall mean all days except Saturdays, Sundays and the days observed by the Federal or the New York State or City governments as legal holidays and such other days as shall be designated as holidays by the applicable operating engineers union contract or building service employees union contract. Landlord and Tenant shall operate the HVAC equipment in accordance with their design criteria; provided, however, that Landlord may reduce such level of operation in accordance with a recognized energy or water conservation program, guidelines, regulations or recommendations promulgated by any Federal, State, City or other governmental or quasi-governmental bureau, board, department, agency, office, commission or other subdivision thereof or the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or any successor thereto or other organization serving a similar function. The air conditioning equipment on the 23rd floor of the Demised Premises (including any supplemental air conditioning equipment) within and servicing the Demised Premises shall be operated by Tenant and maintained, repaired and replaced by Landlord at Tenant's sole cost and expense and upon expiration of the Term, shall be surrendered to Landlord in working order and repair. At all times during the Term, Landlord acting for Tenant and at Tenant's expense, shall contract with the air conditioning contractor designated by Landlord for the performance of such maintenance and repairs to maintain the design criteria of said equipment. The electricity used to operate the HVAC equipment on the 23rd floor shall be connected at Tenant's expense to Tenant's electric meter and shall be paid by Tenant as provided in Article 10 hereof. Landlord will, during business hours of business days, at its expense, operate and maintain the Building condenser water tower and the riser(s) to each floor of the Demised Premises, subject to recoupment under Article 4. If Tenant shall require Building condenser water to the Building air conditioning equipment "after hours" (as hereinafter defined), Landlord shall furnish such after hours service upon reasonable advance notice from Tenant's designated representative, and Tenant shall pay Landlord's then established reasonable charges (currently $17.30 per hour) within thirty (30) days after demand.

(ii) The peripheral heat units, air-conditioning equipment and lavatory hot water equipment on and servicing the 7th floor portion of the Demised Premises (the **"7th FL HVAC Equipment"**) shall be operated, maintained and repaired by Landlord. Tenant shall pay to Landlord, within thirty (30) days following written demand therefor, as additional rent under this Lease, **"Tenant's Services Share"** (as such term is hereinafter defined) of all of Landlord's reasonable costs and expenses in operating, maintaining and repairing the 7th FL HVAC Equipment (including, without limitation, the cost and expense of all service and maintenance contracts).

(iii) For the purpose of this Article, **"Tenant's Services Share"**shall be deemed to mean a fraction as follows: the numerator of which is 4,367 and the denominator of which is the then aggregate number of rentable square feet on the seventh (7th) floor as are then occupied by Tenant and other tenants and which are serviced by the same HVAC Equipment as the Demised Premises on such floor; the denominator shall exclude any rentable square feet on the seventh (7th) floor that is not then serviced by the 7th FL HVAC Equipment servicing the Demised Premises on such floor. For purposes of the preceding sentence, incidental or Building maintenance use of the 7th FL HVAC Equipment shall not by itself constitute occupancy by Landlord unless Landlord is using such space for office purposes.

(iv) The electric power supply used to operate the 7th FL HVAC Equipment for the seventh (7th) floor is connected to an electric submeter or submeters on such floor (the **"HVAC Submeter"**). The term **"7th FL HVAC Electric Charges"** shall be deemed to mean, for the purposes of this Article, the cost of (i) electric usage as measured by the applicable HVAC Submeter, plus (ii) electric usage for the public hallways, restrooms, utility closets, stairways, fan rooms and other non-leasable areas located on the seventh (7th) floor as measured by submeter(s) on such floor and based on Landlord's charges for such electric usage pursuant to this Lease. Tenant will pay to Landlord, as additional rent under this Lease, within 45 days following written demand therefor, Tenant's Services Share of the 7th FL HVAC Electric Charges.

(v) Landlord and Tenant acknowledge that the amount of Tenant's payments under subsections (ii) and (iv) may, as to variable expenses (i.e., expenses which are variable in nature or which might reasonably be expected to vary in actual amount or stated rate based upon occupancy levels), vary according to the levels of occupancy of the seventh (7th) floor of the Building.

(vi) Notwithstanding the preceding subsections (ii)through (v) inclusive, for so long as the 7th floor portion of the Demised Premises shall be used solely for installation and maintenance of Tenant's generator, said subsections (ii) through (v) shall be of no effect and Landlord shall have no obligation to supply any services to said space. Upon not less than 15 days notice by Tenant to Landlord, the provisions of said subections (ii) through (v) inclusive shall be effective.

(B) If Tenant shall require heating service at any time other than during business hours on business days ("after hours"), Landlord shall furnish the same upon advance notice from Tenant, given prior to 2:00 P.M. on any business day on which Tenant requires such after hours heat or if Tenant shall desire heat on a day other than a business day, Landlord shall furnish the same upon advance notice from Tenant given prior to 2:00 P.M. on the last business day prior to such non-business day, and Tenant shall pay Landlord's cost therefor as additional rent within 45 days after demand. In the event of a Tenant emergency, Landlord shall use its best efforts to furnish such after hours heat upon shorter notice from Tenant, it being agreed that all costs incurred by Landlord for such emergency heat shall be paid by Tenant to Landlord within 45 days after demand accompanied by a reasonably detailed statement. If any other tenant shall request and receive heat after hours at the same time as Tenant, only an equitably prorated portion of the charge therefor shall be allocated to Tenant.

(C) Landlord shall not be responsible if the normal operation of the Building HVAC system shall fail to provide service in accordance with the requirements of this Lease in any portions of the Demised Premises (a) which shall have an electrical demand in excess of 3-1/2 watts per rentable square foot of the Demised Premises for all purposes (including lighting and power) or which shall have a human occupancy factor in excess of one person per 100 rentable square feet of the Demised Premises, or (b) because of any arrangement of partitioning or the making of any other Tenant's alterations or the installation and operation of machines and equipment. In the event Landlord has consented to such Tenant's alterations, or machines and equipment, Landlord, at Tenant's expense, shall make such changes in the HVAC system, including the ductwork, as Tenant may require, but only with Landlord's prior consent and in accordance with the terms of Article 11. Tenant shall cooperate fully with Landlord at all times and abide by all regulations and requirements which Landlord may reasonably prescribe for the proper functioning and protection of the HVAC system.

(D) (i) Commencing on Substantial Completion of the Demised Premises, Landlord, at its expense, shall provide public elevator service, passenger and freight, by elevators serving the floor on which the Demised Premises are situated during regular hours of business days, and shall have at least one passenger elevator subject to call at all other times (i.e. 24 hours per day, 7 days per week), subject however to Landlord's right to stop or interrupt such elevator service pursuant to the provisions of Paragraph (H) hereof.

(ii) Commencing on Substantial Completion of the Demised Premises, in the event of a City of New York emergency, upon notice to Landlord, Landlord shall make available to Tenant, for Tenant's non-exclusive use in common with other tenants in the Building on a reasonable basis (24 hours per day solely during said emergency period), one freight elevator at the Washington Street entrance to the Building serving the 23rd floor of the Building, and access through the Washington Street entrance to the Building, taking into consideration the requirements of Tenant, Landlord, and the other tenants of the Building. Tenant shall reimburse Landlord, from time to time, within 45 days after demand therefor, all of Landlord's actual costs

HAS MOEM AGREED ON CLEANING

9-A(vi) 7th fl no cleaning

9-E. Free access Private toilet?

for operation (including union labor), maintenance and electricity incurred during the Tenant's use of said freight elevator, other than during regular freight hours of busin reasonably estimated by Landlord).

(E) Commencing on the date Tenant shall occupy the Demised Premise conduct of its business, Landlord, at its expense, shall cause the Demised Premises forth in subsection (A)(vi) hereof) to be cleaned in accordance with the cleaning spe annexed hereto as Exhibit E. Tenant shall pay to Landlord within 45 days after wri the costs incurred by Landlord for (a) extra cleaning work in the Demised Premises required because of (i) misuse or neglect on the part of Tenant or its employees, invitees or visitors, (ii) use of portions of the Demised Premises for preparation, serving or consumption of food or beverages, data processing or reproducing operations, trading areas, lavatories or toilets (other than Building lavatories or toilets) or other special purposes requiring greater or more difficult cleaning work than office areas, (iii) unusual quantity of interior glass surfaces, (iv) non-Building standard materials, equipment, fixtures or finishes installed by Tenant or at its request, and (b) removal from the Demised Premises and the Building of so much of any refuse and rubbish of Tenant as shall exceed that ordinarily accumulated daily in the routine of business office occupancy. Landlord, its cleaning contractor and their employees shall have access to the Demised Premises and the free use of light, power and water in the Demised Premises as reasonably required for the purpose of cleaning the Demised Premises in accordance with Landlord's obligations hereunder, except that during a City of New York emergency, Tenant may deny access to the cleaning contractor and during such period, Landlord shall have no obligation to clean the Demised Premises. Additional cleaning required by Tenant, including,without limitation, private lavatories, toilets and showers, shall be performed at Tenant's expense by the cleaning contractor, if any, for the Building.

Notwithstanding the preceding, Tenant shall have the option, exercisable upon not less than ninety (90) days' prior, irrevocable written notice to Landlord, effective as of the expiration date of Landlord's then current contract with its cleaning contractor for the Building, to contract directly with any independent, reputable, first-class contractor Tenant may otherwise select (or such services may be performed by Tenant's own employees) for the cleaning of the Demised Premises, whereupon, from and after the effective date of such notice, Landlord shall have no further obligation to cause the Demised Premises to be cleaned and Tenant shall receive a credit against rents in the amount received by Landlord from Landlord's cleaning contractor due to such discontinuance of cleaning in the Demised Premises.

If Tenant shall contract with an independent reputable, first-class contractor for the cleaning of the Demised premises, (x) such contract shall contain a provision (1) that the contractor involved will not knowingly employ or permit the use of any labor or otherwise take any action which would result in a strike, work stoppage or other labor disruption involving personnel providing cleaning, janitorial and rubbish removal services elsewhere in the Building pursuant to arrangements made by Landlord, (2) that the contractor involved will comply with Landlord's reasonable Building security requirements and (3) providing that if any such strike, for operation (including union labor), maintenance and electricity incurred during the period of Tenant's use of said freight elevator, other than during regular freight hours of business days (as reasonably estimated by Landlord).

(E) Commencing on the date Tenant shall occupy the Demised Premises for the conduct of its business, Landlord, at its expense, shall cause the Demised Premises (except as set forth in subsection (A)(vi) hereof) to be cleaned in accordance with the cleaning specifications annexed hereto as Exhibit E. Tenant shall pay to Landlord within 45 days after writen demand the costs incurred by Landlord for (a) extra cleaning work in the Demised Premises required because of (i) misuse or neglect on the part of Tenant or its employees, invitees or visitors, (ii) use of portions of the Demised Premises for preparation, serving or consumption of food or beverages, data processing or reproducing operations, trading areas, lavatories or toilets (other than Building lavatories or toilets) or other special purposes requiring greater or more difficult cleaning work than office areas, (iii) unusual quantity of interior glass surfaces, (iv) non-Building standard materials, equipment, fixtures or finishes installed by Tenant or at its request, and (b) removal from the Demised Premises and the Building of so much of any refuse and rubbish of Tenant as shall exceed that ordinarily accumulated daily in the routine of business office occupancy. Landlord, its cleaning contractor and their employees shall have access to the Demised Premises and the free use of light, power and water in the Demised Premises as reasonably required for the purpose of cleaning the Demised Premises in accordance with Landlord's obligations hereunder, except that during a City of New York emergency, Tenant may deny access to the cleaning contractor and during such period, Landlord shall have no obligation to clean the Demised Premises. Additional cleaning required by Tenant, including,without limitation, private lavatories, toilets and showers, shall be performed at Tenant's expense by the cleaning contractor, if any, for the Building.

Notwithstanding the preceding, Tenant shall have the option, exercisable upon not less than ninety (90) days' prior, irrevocable written notice to Landlord, effective as of the expiration date of Landlord's then current contract with its cleaning contractor for the Building, to contract directly with any independent, reputable, first-class contractor Tenant may otherwise select (or such services may be performed by Tenant's own employees) for the cleaning of the Demised Premises, whereupon, from and after the effective date of such notice, Landlord shall have no further obligation to cause the Demised Premises to be cleaned and Tenant shall receive a credit against rents in the amount received by Landlord from Landlord's cleaning contractor due to such discontinuance of cleaning in the Demised Premises.

If Tenant shall contract with an independent reputable, first-class contractor for the cleaning of the Demised premises, (x) such contract shall contain a provision (1) that the contractor involved will not knowingly employ or permit the use of any labor or otherwise take any action which would result in a strike, work stoppage or other labor disruption involving personnel providing cleaning, janitorial and rubbish removal services elsewhere in the Building pursuant to arrangements made by Landlord, (2) that the contractor involved will comply with Landlord's reasonable Building security requirements and (3) providing that if any such strike, work stoppage or labor disruption shall occur or such contractor shall fail to comply with Landlord's reasonable Building security requirements, Tenant may terminate such contract, (y) Tenant shall use reasonable efforts to cause that such provisions be observed by such contractor and (z) in the event that any such strike, work stoppage or other labor disruption shall occur by reason of the labor employed or used by such contractor or by reason of any action taken by such contractor or such contractor shall fail to comply with Landlord's reasonable Building security requirements, Tenant, upon the request of Landlord, shall either resolve such strike or other labor disruption or terminate its contract with such contractor.

(F) Landlord, at its expense, shall furnish adequate water to the Demised Premises for drinking, lavatory and cleaning purposes. If Tenant uses water for any other purpose Landlord, at Tenant's expense, shall install meters to measure Tenant's consumption of water for such other purposes. Tenant shall pay for the quantities of water shown on such meters, at Landlord's cost thereof, on the rendition of Landlord's bills therefor. Heating of water for lavatory and cleaning purposes shall be performed by equipment located on each floor of the Demised Premises. Said equipment on the 23rd floor shall be maintained and repaired by Landlord, at Tenant's expense, by the contractor designated by Landlord. The electricity used to operate said equipment on the 23rd floor shall be connected at Tenant's expense to Tenant's electric meter and shall be paid by Tenant as provided in Article 10.

(G) Landlord, at its expense, and on Tenant's request, shall maintain the original listings on the Building directory of the names of Tenant, and the names of any of their officers and employees, provided that the names so listed shall not take up more than Tenant's Proportionate Share of the lines on the Building directory. In the event Tenant shall require additional or substitute listings on the Building directory, Landlord shall, to the extent space for such additional or substitute listing is available, maintain such listings and Tenant shall pay to Landlord an amount equal to Landlord's reasonable charge for such listings.

(H) Landlord reserves the right, without any liability to Tenant, except as otherwise expressly provided in this Lease, to stop service of any of the heating, ventilating, air conditioning, electric, sanitary, elevator or other Building systems serving the Demised Premises, or the rendition of any of the other services required of Landlord under this Lease, whenever and for so long as may be necessary, by reason of accidents, emergencies, strikes or the making of repairs or changes which Landlord is required by this Lease or by law to make or in good faith deems necessary, by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's reasonable control. Landlord will use its best efforts, at no additional cost to Landlord, to avoid material interference with Tenant's use of the Demised Premises during such times Tenant is dealing with an emergency situation, notwithstanding anything to the contrary, after notice by Tenant to Landlord.

ARTICLE 10
ELECTRICITY

(A) (a) The Building will be equipped with risers, feeders and wiring so as to furnish electric service (connected load) to the Demised Premises of 6 watts per rentable square foot of the Demised Premises for lighting and power, excluding power to service the Building air conditioning equipment and hot water heater located on the floor of the Demised Premises. Additionally, a meter system (or other measuring devices) to measure energy quantity and peak demand will be furnished and installed by Landlord, at Landlord's cost, to measure the amount of "Usage" solely to the Demised Premises. Where more than one meter measures the amount of Usage, Usage through each meter shall be billed in the aggregate with coincidental demand in accordance with the provisions of this Article 10;

(b) Subject to Tenant's Final Plans approved by Landlord for Tenant's Initial Work, any additional risers, feeders or other equipment or service proper or necessary to supply Tenant's electrical requirements above the service set forth in subdivision (a), will, upon written request of Tenant, be installed by Landlord, at the sole cost and expense of Tenant, if in Landlord's sole judgment, the same are necessary and will not cause permanent damage or injury to the Building or the Demised Premises or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations, repairs or expense or interfere with or disturb tenants or occupants. If, in Landlord's sole judgment, Landlord shall consent to the installation of such riser or risers, in addition to such installation, Landlord will also at Tenant's sole cost and expense, install all other equipment proper and necessary in connection therewith subject to the aforesaid terms and conditions.

(B) For purposes of Paragraphs (B) and (C):

(a) "**Usage**" shall mean Tenant's actual usage of electricity in the Demised Premises (subject to Paragraph (H) of this Article 10) as measured by the aforesaid metering system for each calendar month or such other period as Landlord shall determine during the Term and shall include the energy quantity and peak demand (kilowatt hours and kilowatts);

(b) "**Landlord's Rate**" shall be determined each month from the Landlord's total Building demand, total Building energy quantity and total Building utility bill, including all applicable taxes, surcharges, demand charges, energy charges fuel adjustment charges, time of day charges, and further including transmission and transformer losses (to be determined by Landlord if such losses are not measured by said metering system), and other adjustments made from time to time by the public utility company (or successor thereto) supplying electric current to the Building, or by any governmental authority having jurisdiction.

The demand rate shall be determined by dividing the total charges associated with demand by the total Building demand; and the energy rate shall be determined by dividing the total charges associated with energy by the total Building energy. Provided Landlord shall not be liable for sales tax on electricity furnished to the Demised Premises, the Tenant shall not be liable for sales tax on utility bills applicable to the Demised Premises. The rates shall be revised at every rate change made by the public utility company (or successor thereto). Upon request, the Landlord shall provide copies of the Building's utility bills to the Tenant.

(c) **"Tenant's Cost"** shall mean the product of (i) Usage multiplied by (ii) Landlord's Rate.

(C) Landlord shall, from time to time but not more often than monthly, furnish Tenant with an invoice indicating the period during which the Usage was measured and the amount of Tenant's Cost payable by Tenant to Landlord for such period. Within five (5) days after receipt of each such invoice, Tenant shall pay the amount of Tenant's Cost set forth thereon to Landlord as additional rent. In addition, if any tax is imposed upon Landlord by any municipal, state or federal agency or subdivision with respect to the purchase, sale or resale of electrical energy supplied to Tenant hereunder, Tenant covenants and agrees that, where permitted by law, a portion of such taxes (based on the amount of Tenant's Cost as applied to the appropriate tax rate) shall be passed on to, included in the bill to and paid by, Tenant to Landlord, as additional rent.

(D) Landlord shall not in anywise be liable or responsible 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 to Tenant's requirements.

(E) Tenant agrees not to connect any additional electrical equipment of any type to the Building electric distribution system, beyond that on Tenant's approved Final Plans for initial occupancy, other than lamps, typewriters and other small office machines which consume comparable amounts of electricity, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. In no event shall Tenant use or install any fixtures, equipment or machines the use of which in conjunction with other fixtures, equipment and machines in the Demised Premises would result in an overload of the electrical circuits servicing the Demised Premises. At any time, and from time to time, Landlord and/or its representatives shall have the right to inspect the Demised Premises to identify all electrical equipment being utilized therein.

(F) Tenant covenants and agrees that at all times its use of electric current shall never exceed the service set forth in Paragraph A and the capacity of the then existing feeders to the Building or the risers or wiring installation. Landlord shall furnish, install and replace, as required, all lighting tubes, lamps, bulbs and ballasts required in the Demised Premises, at Tenant's sole cost and expense, in an amount equal to Landlord's cost. All lighting tubes, lamps, bulbs and ballasts so installed shall become Landlord's property upon the expiration or sooner termination of this Lease.

(G) In the event the metering system installed for the measurement of electricity consumption in the Demised Premises or any alternative submetering system installed by

Landlord at a later date, becomes prohibited from use or the metering system should fail to properly register or operate at any time during the Term for any reason whatsoever or if the metering system shall become operable subsequent to the date that Tenant, or anyone (including, without limitation, any contractors or other workmen) claiming under or through Tenant first enters the Demised Premises, then Landlord, at its expense, may cause an independent electrical engineer chosen by Landlord or an electrical consulting firm selected by Landlord (hereinafter referred to as the "**Electrical Consultant**") to survey and determine Usage in, and Tenant's Cost for, the Demised Premises from time to time, at least once per six (6) month period, and the Electrical Consultant shall make such determination using criteria generally accepted in the Metropolitan New York City area and Landlord's Rate in effect at the time, and shall include the quantity and peak demand, for all electricity consumed by Tenant. The determination made by the Electrical Consultant shall be binding on both Landlord and Tenant and such amount shall be deemed Tenant's Cost.

(H) Subject to all of the provisions of this Article, Landlord agrees (at no expense to Landlord) to reasonably cooperate with Tenant for Tenant to obtain electricity to the Demised Premises from the Power Authority of the State of New York (“**PASNY**”), provided and upon condition that:

1. (a) Tenant is not then in default under any of the terms, covenants or conditions of this Lease beyond the expiration of any applicable notice and cure periods hereunder, (b) Tenant named herein shall not have assigned this Lease and shall then occupy the entire Demised Premises for the conduct of its business, (c) Tenant shall expeditiously comply with all of the requirements of this Paragraph (H), and (d) Tenant shall have established to Landlord's reasonable satisfaction that the receipt of PASNY electric current is lawful and in compliance with the requirements of this Paragraph (H), then on or prior to the second (2nd) anniversary of the Rent Commencement Date, Tenant named herein shall have the one-time, non-recurring option (the "PASNY Electric Option") to be exercised only upon not less than thirty (30) days' prior written notice to Landlord, to request Landlord to discontinue furnishing electric current to the Demised Premises from Con Edison, in which event Tenant shall make direct application to PASNY for Tenant's entire separate supply of electric current to the Demised Premises at Tenant's expense in accordance with all applicable terms, covenants and conditions of this Lease.

2. (a) Any meters, risers, feeders, wiring, conduits, service entrance switches or other equipment, facilities or connections, or alterations or installations of the Building (collectively, the "facilities") necessary (or deemed appropriate by Landlord) to enable Tenant to obtain electric current directly from PASNY shall be performed and installed by Landlord at Tenant's sole cost and expense to be paid to Landlord as additional rent within ten (10) days following demand therefor if in Landlord's sole judgment, the same are necessary and will not cause permanent damage or injury to the Building, or the Demised Premises or create a dangerous or hazardous condition or entail excessive or unreasonable alterations, repairs or expense. The maintenance and repair of the facilities shall additionally be performed by Landlord at Tenant's sole cost and expense.

(b) Neither the exercise of the PASNY Electric Option nor the conversion to

PASNY electric shall (i) adversely effect the use or occupancy of any other tenants in the Building, including, without limitation, the continued furnishing of electric current thereto, (ii) adversely effect the Building systems or structure, (iii) adversely effect the quantity or quality of electric current available to the remainder of the Building, or (iv) adversely effect the Certificate of Occupancy (or Certification of Completion from the Port Authority) or any permits for the Building.

(c) Tenant shall be responsible for obtaining, at its sole cost and expense, any permits, licenses and approvals necessary for receiving such PASNY electric current (including, without limitation, the Port Authority) and shall promptly deliver photocopies of same to Landlord.

(d) Tenant shall be responsible for any costs and expenses incurred directly or indirectly by Landlord in connection with the exercise of the PASNY Electric Option, the installation of the facilities and the maintenance and operation of same, including, without limitation, rental for any shaft space, or other space in the Building (other than the Demised Premises) occupied by the facilities as the result of any modification or addition to the facilities currently providing electric service to the Demised Premises and any reasonable legal fees. Tenant hereby indemnifies and holds Landlord harmless from and against any loss, costs, claims, actions, obligations or other liability, including reasonable attorneys' fees, incurred by Landlord in connection with Tenant's receiving electricity directly from PASNY pursuant to this Paragraph (H), the preparation of the Building therefor and the operation and maintenance of the facilities used in connection therewith.

(e) Tenant shall comply with all requirements of law (including, without limitation, zoning ordinances and the requirements of the Building Department of the City of New York (if applicable) and the Port Authority), and requirements and recommendations of the Board of Fire Underwriters, the Utility and any insurance authorities having jurisdiction.

(f) Tenant shall pay all costs for the furnishing of electric current, as provided in this Article, including any applicable costs for the generation and transmission of same to the Demised Premises.

(g) Upon installation, the facilities shall become the sole property of Landlord, except that upon the expiration or earlier termination of this Lease, Tenant, at Landlord's option exercised prior to the date which is six (6) months following the Expiration Date, shall be required to have all facilities removed and restore the Building to its condition prior to such installation and alteration, which removal and restoration shall be performed by Landlord at Tenant's expense.

ARTICLE 11
ALTERATIONS BY TENANT

Tenant may make non-structural interior alterations, decorations, installations, additions and improvements in and to the Demised Premises and may erect signs therein or thereon. Notwithstanding the foregoing, Tenant shall make no alterations, additions or improvements which (i) affect the mechanical, electrical or other systems of the Building, or (ii) are structural or (iii) affect the exterior or lobby or service areas of the Building, without Landlord's written consent. In making any such alterations, decorations, installations, additions or improvements, Tenant shall comply with all laws, rules, regulations of governmental authorities (including, the Port Authority) having jurisdiction and the New York Board of Fire Underwriters and Insurance Services Office and shall save Landlord harmless from any and all bills for labor performed and equipment, fixtures and materials furnished Tenant in connection therewith. The cost thereof shall be promptly paid by Tenant so that the Building and the Demised Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied. Subject to the second sentence of this Article, Tenant's alterations exceeding $50,000 in the aggregate shall be subject to the prior approval of Landlord, the Port Authority (without regard to amount, if required) and reimbursement to Landlord for its out-of-pocket costs of review. Fees of the Port Authority shall be paid by Tenant and Tenant shall not violate Landlord's union contracts affecting the Real Property. All property of whatever kind or nature in or on the Demised Premises owned, installed or paid for by Tenant shall be and remain the property of Tenant and upon the termination of this Lease, renewal, extension or holdover period, Tenant shall have the option of removing such property or of surrendering such property (including partition systems and/or furniture located in the Demised Premises) to Landlord, in either event without any liability to Landlord. Tenant shall exercise its option by giving written notice to Landlord within thirty (30) days prior to the termination of this Lease, renewal, extension or holdover period. If Tenant shall fail to give such notice or shall fail to remove such property upon termination of this Lease, renewal, extension or holdover period, the property shall be deemed to be surrendered without any payment for removal owed to Landlord.

ARTICLE 12
END OF TERM

Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender the Demised Premises in good order and condition with ordinary wear and tear, and damage by the elements, including fire or other casualty, excepted.

ARTICLE 13
REPAIRS

Landlord shall make all interior, exterior and structural repairs, excluding such repairs necessitated by the willful acts or negligence of Tenant or its invitees, but including maintenance, repair or replacement of the roof, windows and window glass, Building plumbing, and electrical systems, common areas, removal of graffiti from the exterior and interior of the Building and/or the Demised Premises, and all repairs needed because of Landlord's negligence or because of defective materials or workmanship in the construction and/or improvement by Landlord of the Demised Premises or of the Building of which they are a part. Landlord shall repair and maintain any sidewalks, curbs and passageways adjoining and/or appurtenant to the Demised Premises in good, clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstruction. Landlord is not responsible for making any repairs to Tenant's Initial Work, Tenant's installations, alterations, additions or improvements, except if due to Landlord's willful acts or negligence.

In the event Landlord fails to fulfill its obligations, Tenant may, in addition to its other remedies, give written notice to Landlord specifying the repairs required by Tenant and Landlord shall commence performance of such work within three (3) business days after the giving of such notice and diligently proceed to complete said work, provided, however, that is such work shall be of a nature that the same cannot be commenced within such period, Landlord shall commence such work as soon as reasonably practicable and diligently proceed to complete said work.

Anything to the contrary notwithstanding, in the event the repairs to be performed by the Landlord are required to correct a hazardous condition or to end an emergency which renders the premises unsuitable for the use set forth herein (excluding fire or casualty), Tenant shall give Landlord, its agent, superintendent or the person designated to receive such notice, immediate notice in writing, personally (against a signed receipt) or by certified mail, and Landlord, within one (1) business day of receiving said notice, subject to the proviso contained in the immediately preceding paragraph, shall commence (initiating necessary telephone calls being deemed commencement) the repairs and diligently proceed with continuity to complete said work. In the event Landlord fails to commence and complete said work after said notice, as aforesaid, Tenant may, upon notice to Landlord and as agent for the Landlord, perform same and deduct the reasonable cost thereof from any rent due or that may become due and payable under this Lease.

In the event Tenant is unable to use any part or all of the Demised Premises because of Landlord's failure to perform such work as set forth in the two preceding paragraphs hereof, the rent shall be reduced, during such period, proportionately to the diminution in space resulting from such failure.

Excluding Tenant's personal property, Landlord shall, upon Tenant's request and at Tenant's expense, make necessary repairs to Tenant's Initial Work, Tenant's alterations and improvements in the Demised Premises.

Notwithstanding anything to the contrary in Article 13 hereof, Landlord shall be responsible for the performance and cost of all repairs resulting from defects of materials and workmanship in construction of Tenant's Initial Work during the first year immediately following Substantial Completion of such portion of Tenant's Initial Work.

Following such first year, with respect to Tenant's repair obligations, upon Tenant's request, to the extent existing and assignable, Landlord shall assign to Tenant the beneficial interest in all warranties and guarantees received by Landlord from contractors and materialmen engaged in its performance, as well as the right to enforce any contracts made with such contractors and materialmen. Landlord hereby agrees to cooperate fully with Tenant in the event that Tenant seeks to enforce its rights with respect to said warranties and guarantees. The provisions of this paragraph shall be in addition to Landlord's responsibility set forth in the immediately preceding paragraph of this Article 13.

ARTICLE 14
CONDEMNATION

If the whole of the Demised Premises shall be taken in condemnation, this Lease shall terminate upon the vesting of title in the condemnor and all rent and other charges paid or payable by Tenant shall be apportioned as of the date of vesting of title in such condemnation proceeding.

If less than all but more than 30% of the useable area of the Demised Premises shall be so taken in condemnation, then Tenant may either terminate this Lease as to the remainder of the premises on ten (10) days written notice to Landlord or remain in possession of the remaining portion of the premises under all of the terms, conditions and covenants of this Lease, except that the rent thereafter shall be apportioned and reduced from the date of each such partial taking to the amount equal to the product of the dollar amount of rent payable on such date and the number of square feet in the part remaining. The proceeds of any award for partial taking shall be applied by Landlord to the repair, restoration or replacement of the remaining premises, and if there be any deficiency, it shall be made up by Landlord, but if there be any surplus, it shall belong to the Landlord. Said repairs, restoration or replacement of the remaining premises shall be completed within nine (9) months of the aforesaid taking in condemnation, pursuant to plans and specifications approved by the Tenant. In the event said repairs, restoration or replacement are not completed within said nine (9) month period, Tenant, in addition to any other remedy it may have, may terminate this Lease or perform said repairs, restoration and replacement and deduct the cost thereof from any rent which may be due and payable under this Lease.

Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking provided for in this Article without deduction therefrom for any estate vested in Tenant by this Lease and Tenant shall receive no part of such award, except as hereinafter expressly provided in this Article. Tenant hereby expressly assigns to Landlord all of its right, title and interest in or to every such award. Notwithstanding anything herein to the contrary, Tenant may, at its sole cost and expense, make an independent claim with the condemning authority for Tenant's moving expenses, the value of Tenant's fixtures or Tenant's alterations which do not become part of the Building or property of the Landlord, provided however that Landlord's award is not thereby reduced or otherwise adversely affected.

ARTICLE 15
DESTRUCTION BY FIRE OR OTHER CASUALTY

(A) If the whole of the Demised Premises is totally destroyed or damaged by fire or other casualty, or destroyed or damaged to such an extent that they are unsuitable or untenantable for use for the purpose for which they are leased, then from the date of such damage or destruction the rent shall cease until such time as Landlord fully repairs and restores the same to suitable and tenantable condition (excluding Long Lead Work) and Tenant/DRES certifies in writing that the entire Demised Premises have been reoccupied by Tenant, such Certification not to be unreasonably withheld, delayed or conditioned.

(B) In case the Demised Premises shall be substantially damaged or destroyed by fire or other cause at any time during the last 18 months of the Term of this Lease, then Landlord may cancel this Lease, as of a date designated by Landlord, upon written notice to Tenant given within sixty (60) days after such damage or destruction. In the event the Demised Premises is substantially damaged or destroyed by fire or other casualty during the last 18 months of the Term, then Tenant may cancel this Lease, as of a date thereafter designated by Tenant, which date shall be within thirty (30) days of the giving of written notice thereof to Landlord, which written notice shall be given to Landlord within sixty (60) days after such damage or destruction.

(C) If the Building shall be (a) totally destroyed or so damaged so that Landlord shall decide to demolish or not to rebuild it, or (b) so damaged or destroyed that substantial alteration or reconstruction of the Building shall be required, whether or not the Demised Premises have been damaged, then Landlord, shall in the case of clause (a), or may, in the case of clause (b), within ninety (90) days after such fire or other casualty, give Tenant a notice in writing of the termination of this Lease, and thereupon the Term of this Lease shall expire by lapse of time upon the thirtieth (30th) day after such notice is given, provided, however, that Landlord shall not make the election described in (b) above unless, either (i) sixty percent (60%) or more of the usable area of the Building is damaged or destroyed by fire or other casualty, or (ii) the Building is so damaged or destroyed by fire or other casualty that its repair or restoration requires the expenditure (as estimated by an independent reputable contractor or registered architect designated by Landlord) of more than sixty percent (60%) of the full insurable value of the Building immediately prior to the fire or other casualty, or (iii) at least seventy-five percent (75%) of the leases in the Building or leases of seventy-five percent (75%) of usable area in the portions of the Building (excluding retail space) occupied or available for occupancy by tenants or other occupants (exclusive of any usable area in such portions occupied by Landlord or its affiliates at such time) are cancelled effective on dates no later than the termination date of this Lease (inclusive of this Lease).

(D) Unless Landlord or Tenant elects to cancel this Lease as provided under Paragraph (B) and (C) hereof, Landlord agrees to give Tenant a notice ("Completion Notice") within sixty (60) days following the date of notice to Landlord of any fire or other casualty affecting ten percent (10%) or more of the Demised Premises, setting forth Landlord's estimate of the date when the Demised Premises is expected to be rebuilt and restored as provided in Paragraph (A). If such date in the Completion Notice shall extend beyond nine (9) months following the date of giving of such Completion Notice, Tenant shall have the right to terminate this Lease upon thirty (30) days' notice given within twenty-five (25) days of the receipt of the Completion Notice and on the expiration of such thirty (30) day period this Lease shall terminate as if such date were the Expiration Date. If the date set forth in the Completion Notice shall not extend beyond nine (9) months following the date of giving of such Completion Notice, Tenant shall have no further right to terminate this Lease. Notwithstanding the foregoing, if in the event of any fire or other casualty described in the first sentence of this Paragraph (D), Landlord shall have failed to so rebuild and restore the Demised Premises (excluding Long Lead Work) on or before the later of (x) nine (9) months (plus any delay due to adjustment of insurance or force majeure not exceeding three (3) months in the aggregate) following the date of the giving of such Completion Notice and (y) the date set forth in the Completion Notice, Tenant's sole remedy shall be that Tenant shall have the right to terminate this Lease upon fifteen (15) days' notice to Landlord given within thirty (30) days following the later of such dates, and on the expiration of such fifteen (15) day period this Lease shall terminate as if such date were the Expiration Date.

(E) From the date of any partial damage by fire or other casualty to the date certified by Tenant/DRES in writing that the entire premises have been restored to its pre-existing condition, excluding Long Lead Work and Tenant's personal property, Tenant shall pay rent for that part of the premises it is using during the alterations and repairs on a square foot basis in an amount equal to the product of the dollar amount of rent per square foot payable on such date and the number of square feet being occupied by Tenant.

(F) The time periods in this Article shall exclude Long Lead Work. The term "Long Lead Work" as used in this Lease shall mean any item of a repair to Tenant's Initial Work or Tenant's alterations to be made by Landlord pursuant to this Article 15 which item must be specifically manufactured or fabricated and is not a Building standard item commonly found in first class non-institutional office buildings in Manhattan, with the result that there will be a delay in its manufacture, fabrication, delivery or installation, notwithstanding that the order for same was given in due course, so that the item of repair in question delays the completion of the standard items of the repair even though the items of Long Lead Work in question are (1) ordered together with the other items required for the repair and (2) then installed or performed (after the manufacture or fabrication thereof) in order and sequence that such Long Lead Work and other items of repair are normally installed or performed in accordance with good construction practice.

Tenant shall notify Landlord of the completion of any Tenant's alterations, and Specialty Alterations and of the cost thereof, and shall maintain adequate records with respect to same to facilitate the adjustment of any insurance claims with respect thereto. In addition, as a condition to Landlord's obligation to provide and maintain insurance covering any Specialty Alterations and to repair and restore such Specialty Alterations pursuant to the provisions of this Article, Tenant shall provide Landlord with a schedule of Specialty Alterations after their completion and certificates of the costs thereof. Tenant shall reimburse Landlord, as additional rent hereunder, thirty (30) business days after demand for the amount of any insurance premiums paid or payable by Landlord which are specifically attributable to the cost of insuring any such Specialty Alterations. Tenant shall cooperate with Landlord and Landlord's insurance companies in the adjustment of any claims for any damage to the Building or such Tenant's alterations or Specialty Alterations. The term "Specialty Alterations" as used in this Lease shall mean alterations, installations, improvements, additions or other physical changes (other than decorations) in or about the Demised Premises consisting of kitchens, executive bathrooms, raised computer floors, vaults and other alterations of a similar character.

(G) In the event of the termination of this Lease pursuant to the provisions of this Article, this Lease shall expire as fully and completely on the date fixed in such notice of termination as if that were the date definitely fixed for the expiration of the Term of this Lease, and Tenant shall vacate the Demised Premises and surrender the same to Landlord in the manner required by this Lease and applicable upon the end of the Term of this Lease. Any prepaid rents will be refunded to Tenant.

(H) No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises or of the Building. No penalty shall accrue for reasonable delays which may arise by reason of adjustment of fire insurance on the part of Landlord, for reasonable delays on account of labor troubles, or for other delays beyond Landlord's control (as set forth in Article 22 hereof), except as expressly provided in this Lease.

(I) Landlord will not carry insurance of any kind on Tenant's property or Tenant's alterations, and, except as provided by law or by reason of its fault or its breach of any of its obligations hereunder, Landlord shall not be obligated to repair any damage thereto or replace the same.

(J) The provisions of this Article shall be considered an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

ARTICLE 16
NO EMPLOYEE OF CITY HAS ANY INTEREST IN LEASE

Landlord warrants and represents that no officer, agent, employee or representative of The City of New York has received any payment or other consideration for the making of this Lease and that no officer, agent, employee or representative of The City of New York has any interest, directly or indirectly, in this Lease or the proceeds thereof.

ARTICLE 17
QUIET ENJOYMENT

Landlord covenants that Tenant, paying the rent reserved herein, and performing all of the other terms, covenants and conditions on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the use and purpose stated in this Lease.

ARTICLE 18
ACCESS BY DISABLED PERSONS

Landlord represents that the premises demised herein are suitable for access by disabled persons.

ARTICLE 19
SUBORDINATION AND NON-DISTURBANCE

(A) This Lease shall be subject and subordinate to all existing mortgages of record or future mortgages from a reputable lender or lending institution which may affect the real property of which the Demised Premises form a part, provided, and as a condition precedent to the subordination of this Lease to any of said mortgages, the mortgagee shall execute and deliver to Tenant an agreement in recordable form and in the form reasonably acceptable to Tenant whereby said mortgagee agrees that should it become necessary to foreclose such mortgage or should the mortgagee otherwise come into possession of the premises, such mortgagee will not join Tenant under this Lease in foreclosure (unless required by law) or summary proceedings and will not disturb the use and occupancy of Tenant under this Lease so long as Tenant is not in default under any of the terms, covenants and conditions of this Lease.

(B) Notwithstanding anything to the contrary in the foregoing Subparagraph A., Landlord agrees, at its sole cost and expense, to deliver to Tenant, within 180 days following the unconditional execution and delivery of this Lease by Landlord and Tenant, a fully negotiated and executed Subordination, Nondisturbance and Attornment Agreement, signed by, Landlord (if required) and Landlord's current mortgagees meeting the requirements of Subparagraph (A) above. If required by any mortgagee, Tenant will execute said Agreement prior to execution by the mortgagee.

(C) This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to the Underlying Lease, all ground leases, overriding leases and underlying leases of the Land and/or the Building now or hereafter existing and to all mortgages which may now or hereafter affect the Land and/or the Building and/or any of such leases, whether or not such mortgages shall also cover other lands and/or buildings, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such leases and such mortgages and spreaders and consolidations of such mortgages. This Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord, the lessor of any such lease or the holder of any such mortgage or any of their respective successors in interest may request to evidence subordination. The leases to which this Lease is, at the time referred to, subject and subordinate pursuant to this Article are hereinafter sometimes referred to as "**superior leases**" and the mortgages to which this Lease is, at the time referred to, subject and subordinate are hereinafter sometimes referred to as "**superior mortgages**" and the lessor of a superior lease or its successor in interest at the time referred to is sometimes hereinafter referred to as a "**lessor**". If, in connection with the obtaining, continuing or renewing of financing, a superior lessor or superior mortgagee or a prospective superior lessor or prospective superior mortgagee shall request reasonable modifications of this Lease as a condition of such financing, Tenant will not unreasonably withhold its consent thereto, provided that such modifications do not materially and adversely either increase the obligations of Tenant hereunder or affect the rights of Tenant under this Lease.

(D) In the event of any act or omission of Landlord which 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 (i) until it has given written notice of such act of omission to the holder of each superior mortgage and the lessor of each superior Lease whose name and address shall previously have been furnished to Tenant in writing, and (ii) unless such act or omission shall be one which is not capable of being remedied by Landlord or such mortgage holder or lessor within a reasonable period of time, until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such holder or lessor shall have 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), provided such holder or lessor shall with due diligence give Tenant written notice of intention to, and commence and continue to remedy such act or omission. Nothing in this Article 19 is intended to limit Tenant's right to terminate this Lease pursuant to Article 3 hereof.

(E) If the lessor of a superior lease or the holder 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 option and upon request of such party so succeeding to Landlord's rights (herein sometimes referred to as "**successor landlord**") and upon 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 the 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 the successor landlord shall not:

(a) be liable for any previous act or omission of Landlord under this Lease;

(b) be subject to any offset, not expressly provided for in this Lease, which shall have theretofore accrued to Tenant against Landlord;

(c) be bound by any previous amendment or modification of this Lease, not expressly provided for in this Lease, or by any previous prepayment of more than one month's fixed rent or additional rent, unless such amendment or modification or prepayment shall have been expressly approved in writing by the lessor of the superior lease or the holder of the superior mortgage through or by reason of which the successor landlord shall have succeeded to the rights of Landlord under this Lease.

(F) Tenant covenants and agrees that, if by reason of a default upon the part of Landlord who is the Lessee under the Underlying Lease, in the performance of any of the terms or provisions of the Underlying Lease or if for any other reason of any nature whatsoever the Underlying Lease and the leasehold estate of the Lessee thereunder are terminated by summary dispossess proceeding or otherwise, Tenant, shall attorn to and recognize such landlord as Tenant's landlord under this Lease. Tenant covenants and agrees to execute and deliver, at any time and from time to time, upon the request of the landlord under the Underlying Lease, any instrument which may be necessary or appropriate to evidence such attornment. Tenant further waives the provisions of any statute or rule of law now or hereafter in effect which may terminate this Lease or give or purport to give Tenant any right of election to terminate this Lease or to surrender possession of the Demised Premises in the event the Underlying Lease terminates or in the event any such proceeding is brought by the landlord under the Underlying Lease, and in that circumstance Tenant agrees that this Lease shall not be affected in any way whatsoever by any such proceeding or termination.

ARTICLE 20
ASSIGNMENT AND SUBLETTING

(A) Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, nor suffer, nor permit the Demised Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance. If this Lease be assigned, or if the Demised Premises or any part thereof be 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 wise 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 written consent in each instance.

(B) If Tenant shall at any time or times during the Term desire to assign this Lease or sublet all or part of the Demised Premises, Tenant shall give notice thereof to Landlord, which notice shall be accompanied by (a) a conformed or photostatic copy of the proposed assignment or sublease, the effective or commencement date of which shall be not less than thirty (30) nor more than one hundred eighty (180) days after the giving of such notice, (b) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Demised Premises, and (C) current financial information with respect to the proposed assignee or subtenant, including, without limitation, its most recent financial report.

(C) Provided that Tenant is not in default of any of Tenant's obligations under this Lease after notice and the expiration of any applicable grace period, Landlord's consent (which must be in writing and in form reasonably satisfactory to Landlord) to the proposed assignment or sublease shall not be unreasonably withheld or delayed, provided and upon condition that;

(a) Tenant shall have complied with the provisions of Paragraph B;

(b) In Landlord's reasonable judgment the proposed assignee or subtenant is engaged in a business and the Demised Premises, or the relevant part thereof, will be used in a manner which (i) is in keeping with the then standards of the Building, (ii) is limited to the use expressly permitted under this Lease, and (iii) will not violate any negative covenant as to use contained in any other lease of space in the Building;

(c) The proposed assignee or subtenant is a reputable person of good character and with sufficient financial worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof;

(d) Neither (i) the proposed assignee or sublessee nor (ii) any person which, directly or indirectly, controls, is controlled by, or is under common control with, the proposed assignee or sublessee or any person who controls the proposed assignee or sublessee, is then an occupant of any part of the Building;

(e) The proposed assignee or sublessee is not a person with whom Landlord is then negotiating to lease space in the Building;

(f) The form of the proposed sublease shall be in form reasonably satisfactory to Landlord and shall comply with the applicable provisions of this Article;

(g) No subletting shall be for less than approximately 11,500 contiguous rentable square feet and at no time shall there be more than four (4) occupants, including Tenant, in the Demised Premises;

(h) Tenant shall reimburse Landlord on demand for any reasonable costs that may be incurred by Landlord in connection with said assignment or sublease, including, without limitation, the costs of making investigations as to the acceptability of the proposed assignee or subtenant, and reasonable legal costs incurred in connection with the granting of any requested consent;

(i) Tenant (and any broker engaged by Tenant) shall not have advertised or publicized in any way whether through newspapers, brochures, mailings or otherwise, the proposed rental Tenant is seeking;

(j) The sublease shall not allow the use of the Demised Premises or any part thereof for (i) the preparation and/or sale of food for on or off premises consumption or (ii) use by a foreign or domestic governmental agency (other than an agency of Tenant named herein) or (iii) any use prohibited under this Lease;

(k) The proposed assignee or subtenant shall, in the opinion of the Port Authority (if required by the terms of the Underlying Lease), be eligible, suitable and qualified as a World Trade Center tenant; and

(l) The assignee or subtenant shall agree in writing to maintain insurance in amounts and coverage as then required by Landlord of tenants in the Building.

Each subletting pursuant to this Article shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this Lease. Notwithstanding any such subletting to Landlord or any such subletting to any other subtenant and/or acceptance of rent or additional rent by Landlord from any subtenant, Tenant shall and will remain fully liable for the payment of the fixed rent and additional rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and all acts and omissions of any licensee or subtenant or anyone claiming under or through any subtenant which shall be in violation of any of the obligations of this Lease, and any such violation shall be deemed to be a violation by Tenant. Tenant further agrees that notwithstanding any such subletting, no other and further subletting of the Demised Premises by Tenant or any person claiming through or under Tenant shall or will be made except upon compliance with and subject to the provisions of this Article. If Landlord shall decline to give its consent to any proposed assignment or sublease, Tenant shall indemnify, defend and hold harmless Landlord against and from any and all loss, liability, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Landlord by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

(D) In the event that Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within ninety (90) days after the giving of such consent, then, Tenant shall again comply with all of the provisions and conditions of Paragraph (B) before assigning this Lease or subletting all or part of the Demised Premises.

(E) With respect to each and every sublease or subletting authorized by Landlord under the provisions of this Lease, it is further agreed:

(a) no subletting shall be for a term ending later than one day prior to the Expiration Date of this Lease;

(b) no sublease shall be valid, and no subtenant shall take possession of the Demised Premises or any part thereof, until an executed counterpart of such sublease has been delivered to Landlord; and

(c) each sublease shall provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of termination, re-entry or dispossess by Landlord under this Lease Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not (i) be liable for any previous act or omission of Tenant under such sublease, (ii) be subject to any offset, not expressly provided in such sublease, which theretofore accrued to such subtenant against Tenant, or (iii) be bound by any previous modification of such sublease or by any previous prepayment of more than one month's rent.

(F) If the Landlord shall give its consent to any assignment of this Lease or to any sublease, Tenant shall in consideration therefor, pay to Landlord, as additional rent;

(a) in the case of an assignment, an amount equal to fifty (50%) percent of all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, but not limited to, sums paid for the sale of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property, less, in the case of a sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns) after deducting Tenant's Permitted Expenses (as hereinafter defined); and

(b) in the case of a sublease, fifty (50%) percent of the Net Sublease Proceeds, which shall mean any rents, additional charges or other consideration payable under the sublease to Tenant by the subtenant which is in excess of the fixed rent and additional rent accruing during the term of the sublease in respect of the subleased space (at the rate per square foot payable by Tenant hereunder) pursuant to the terms hereof (including, but not limited to, sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property, less, in the case of the sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns) after deducting therefrom Tenant's Permitted Expenses. The sums payable under this Paragraph (F)(b) shall be paid to Landlord as and when paid by the subtenant to Tenant.

(c) For purposes of this Paragraph F, **"Tenant's Permitted Expenses"** shall mean the aggregate of (1) brokerage commissions, reasonable legal fees and disbursements and closing costs to third parties, reasonable advertising expenses, any amounts payable to Landlord for reimbursement of costs incurred in connection with any proposed sublease or assignment, and transfer and gains taxes incurred by Tenant to the extent actually paid, and (2) the costs, if any, incurred by Tenant in recovering possession of the sublease space and in preparing the sublease space for occupancy, including cash allowances in lieu thereof.

(G) If Tenant is a corporation, the provisions of Paragraph (a) shall apply to a transfer (by one or more transfers) of a majority of the stock of Tenant as if such transfer of a majority of the stock of Tenant were an assignment of this Lease; but said provisions shall not apply to transactions with a corporation into or with which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred or to any corporation which controls or is controlled by Tenant or is under common control with Tenant, provided that in any of such events (a) the successor to Tenant has a net worth computed in accordance with generally accepted accounting principles at least equal to the greater (i) the net worth of Tenant immediately prior to such merger, consolidation or transfer, or (ii) the net worth of Tenant herein named on the date of this Lease, and (iii) proof satisfactory to Landlord of such net worth shall have been delivered to Landlord at least 10 days prior to the effective date of any such transaction.

(H) Any assignment or transfer shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee shall assume the obligations of this Lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions in Paragraph (A) shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of fixed rent and/or additional rent by Landlord from an assignee, transferee, or any other party, the original named Tenant shall remain fully liable for the payment of the fixed rent and additional rent and for the other obligations of this Lease on the part of Tenant to be performed or observed.

(I) The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant and the due performance of the obligations of this Lease on Tenant's part to be performed or observed shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Landlord extending the time of, or modifying any of the obligations of, this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of this Lease.

(J) The listing of any name other than that of Tenant, whether on the doors of the Demised Premises or the Building directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the Demised Premises, nor shall it be deemed to be the consent of Landlord to any assignment or transfer of this Lease or to any sublease of the Demised Premises or to the use or occupancy thereof by others.

(K) Tenant hereby agrees that the elevator lobby and public hallways on any floor on which Tenant shall have subleased space to a subtenant shall conform in all respects (including, without limitation, colors schemes) to either (a) the elevator lobby and hallways (if any) on other floors leased to Tenant (if Tenant has leased more than one (1) floor from Landlord) or (b) Landlord's then Building standard for elevator lobbies and public hallways on multi-tenanted floors of the Building, including identifications signs, or shall otherwise be approved in writing by Landlord, prior to the commencement of work thereon, notwithstanding anything in this Lease to the contrary.

ARTICLE 21
NOTICES

A. Any notice required to be given shall be in writing and shall be sent by certified mail and addressed to Landlord at the address hereinbefore set forth or to Tenant addressed to:

ASSISTANT COMMISSIONER FOR
LEASING AND SPACE DESIGN
Department of Citywide Administrative Services
Division of Real Estate Services
1 Centre Street, 20th Floor North
New York, N.Y. 10007

and
Mayor's Office of Emergency Management, at the Building.

Either party may change its address as set forth herein by notice to the other in the manner provided for herein, provided that no notice of change of address shall be effective until the month following the month in which notice is given. Notice shall be deemed given as of 2 days after the day of mailing.

B. Special Notices: In addition to any other notices expressly required under this Lease to be given by Landlord to Tenant, Landlord shall promptly give written notice to Tenant of (i) the giving of any notice or the taking of any action by the holder of any mortgage of the Premises, the result of which may be the foreclosure of, or the sale or taking of possession of, all or any part of the Premises, (ii) the commencement of a case in bankruptcy or under the laws of any state naming Landlord as the debtor, or (iii) the making by Landlord of an assignment or any other arrangement for the benefit of creditors under any state statute.

C. Notwithstanding the foregoing, service of process to commence a summary proceeding pursuant to Article 7 of the Real Property Actions and Proceeding Law ("RPAPL") relating to an occupancy by the City of New York or its agencies or officers of the Demised Premises which at its commencement was authorized under this Lease shall be served in manner required by CPLR Section 311.

ARTICLE 22
FORCE MAJEURE

Landlord, Tenant or any Leasehold Mortgagee shall not be deemed in default if it is delayed in the performance of any act, matter or thing (other than the payment of money) which it is obligated to perform hereunder, if such delay is an "unavoidable delay". An "unavoidable delay" shall mean (i) strikes, lockouts, or labor disputes; (ii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental actions, civil commotion, insurrection, revolution, sabotage, fire, other casualty and (iii) inability to obtain materials or other conditions similar to those enumerated in this Article. In the event of any unavoidable delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

ARTICLE 23
SAVE HARMLESS

Landlord and Tenant shall each indemnify and hold harmless the other party from and against any and all liability, fines, suits, claims, demands, expenses and actions of any kind or nature arising by reason of injury to person or property occurring on or about the Demised Premises, the Building, or the real property of which they form a part, occasioned in whole or in part by its acts or omissions or the acts or omissions of any person present by its license and/or permission, express or implied, or by reason of Landlord performing preventive maintenance pursuant to a maintenance contract, or by reason of either party's failure to comply with obligations arising under the ADA as set forth in Article 7 of this Lease.

ARTICLE 24
INVESTIGATIONS

1.1 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

1.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

1.2 (b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

1.3 (a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

1.3 (b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 1.5 below without the City incurring any penalty or damages for delay or otherwise.

1.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

1.5 The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 1.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 1.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

1.6 (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

1.6 (b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

1.6 (c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

1.6 (d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

1.7 In addition to and notwithstanding any other provision of this Agreement, the Commissioner or agency head may in his or her sole discretion terminate this Agreement upon not less than three (3) days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment of other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Lease by the Landlord, or affecting the performance of this Lease.

ARTICLE 25
SIGNIFICANT RELATED PARTY TRANSACTIONS

Landlord shall be required to disclose and notify Tenant of any transactions with significant related parties, including subsidiaries and affiliates of Landlord, the costs of which are charged to Tenant as rent or additional rent, including, but not limited to, Base Year Operating Expenses (if CPI formula is used) overtime HVAC and Tenant repairs. For purposes of this Article, Landlord and Tenant agree that the Port Authority is not a related party of Landlord. Landlord shall provide Tenant with written notice of such transactions upon submission of invoices for Rent or at the end of the calendar year in which the transactions to be billed as Rent were performed by significant related parties. When such transactions occur, prices of same must be in line with normal industry practice in New York City. Upon 5 days notice to Landlord and Landlord's failure to notify Tenant of such related party transactions shall result in a disallowance of such costs that would otherwise be billed as rent. If such related party transactions occurred and were disclosed, but it is found by Tenant that the costs thereof exceed normal industry costs in an arms length third party transaction in New York City, then such excessive charges shall be disallowed. The parties recognize and acknowledge that Silverstein Properties, Inc. ("SPI") (or successor thereof) shall receive a management fee with respect to the Building and SPI is a significant related party.

ARTICLE 26
ASBESTOS

During the Term of this Lease, upon Tenant's discovery and notice to Landlord, Landlord shall monitor and manage and, where necessary abate (i.e., repair, remove, enclose, encapsulate and/or replace) any asbestos containing materials, including, but not limited to, any such materials on boilers, pipes, ducts, tanks, spray-on or other insulation and any affected floor tiles, plaster and ceiling tiles in the Demised Premises at Landlord's expense; provided, however, that notwithstanding anything herein contained to the contrary, Tenant shall be solely responsible for the removal of any asbestos or asbestos-containing material, in accordance with then applicable laws installed or brought into the Building and/or the Demises Premises by or on behalf of Tenant or any party claiming through Tenant. Nothing contained in the preceding sentence shall be deemed to vest upon Tenant or any permitted occupant of the Demised Premises any right to install or bring into the Building or the Demised Premises any asbestos or asbestos-containing material.

ARTICLE 27
LANDLORD'S REPRESENTATIONS

Landlord hereby warrants that, to the best of its knowledge, it is not in default of any obligation to the City of New York, nor is Landlord, its officers, principals or stockholders a defendant in any action instituted by the City.

At date hereof, the partners of 7 World Trade Company, L.P., owner of the leasehold estate of the Underlying Lease, are Silverstein-7 World Trade Company, Inc., a Delaware corporation, the corporation which is the general partner of Landlord, whose officers are as follows: Larry A. Silverstein - President, Joseph P. Ritorto - Senior Executive Vice President and Howard Shapiro - Senior Vice President, Secretary and Treasurer. The sole shareholder of said corporation is Larry A. Silverstein. The limited partners of 7 World Trade Company, L.P. are Silverstein Development Corporation and Klara Silverstein.

ARTICLE 28
NO WAIVER

The failure by Landlord or Tenant to insist, in one or more instances upon the full performance of any of the covenants, conditions or obligations of the other party shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord or Tenant to or of any act requiring such consent or approval shall not be construed to waive or render unnecessary consent or approval to or of any subsequent similar act. No provision of this Lease shall be deemed to have been waived by Tenant or Landlord unless such waiver be in writing signed by the party against whom it is to be charged.

ARTICLE 29
BROKERAGE

Landlord and Tenant represent to the other that neither has dealt with any broker in connection with this Lease other than CB COMMERCIAL REAL ESTATE GROUP, INC. ("Broker'). Landlord shall pay any commission owing to the Broker. Tenant and Landlord hereby indemnify and hold each other harmless against all loss, damage liability, cost and expense of any nature (including reasonable attorney's fees and disbursements) based on any claim by any party other than the Broker with whom such indemnifying party has dealt for a commission or other compensation in connection with this Lease which is based on the actions of such party or its agents or representatives. The indemnified party shall cooperate with the indemnifying party in any defense; the indemnified party shall not settle a claim, liability or action for which the indemnifying party has the obligation to defend or indemnify without the indemnifying party's consent, which consent shall not be unreasonably withheld or delayed. The foregoing indemnifications shall survive any expiration or termination of this Lease.

ARTICLE 30
CONDITIONS OF LIMITATION

(A) This Lease and the Term and estate hereby granted are subject to the limitations that:

(a) if Tenant shall file a voluntary petition seeking an order for relief under Title 11 of the United States Code, or Tenant shall be adjudicated a debtor, bankrupt or insolvent, or shall file any petition or answer seeking, consenting to or acquiescing in any order for relief, reorganization, arrangement, composition, adjustment, winding-up, liquidation, dissolution or similar relief with respect to Tenant or its debts under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (foreign or domestic), or shall file an answer admitting or failing to deny the material allegations of a petition against it for any such relief or shall generally not, or shall be unable to, pay its debts as they become due or shall admit its insolvency or its inability to pay its debts as they become due, or shall make a general assignment for the benefit of creditors or shall seek or consent or acquiesce in the appointment of any trustee, receiver, examiner, assignee, sequestrator, custodian or liquidator or similar official of Tenant or of all or any part of Tenant's property or if Tenant shall take any action in furtherance of or authorizing any of the foregoing; or if Tenant shall call a meeting of, or propose any form of arrangement, composition, extension or adjustment with, its creditors holding a majority in amount of Tenant's outstanding indebtedness; or

(b) if any case, proceeding or other action shall be commenced or instituted against Tenant, seeking to adjudicate Tenant a bankrupt or insolvent, or seeking an order for relief against Tenant as debtor, or reorganization, arrangement, composition, adjustment, winding-up, liquidation, dissolution or similar relief with respect to Tenant or its debts under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (foreign or domestic), or seeking appointment of any trustee, receiver, examiner, assignee, sequestrator, custodian or liquidator or similar official of Tenant or of all or any part of Tenant's property, which either (i) results in the entry of an order for relief, adjudication of bankruptcy or insolvency or such an appointment or the issuance or entry of any other order having a similar effect or (ii) remains undismissed for a period of sixty (60) days; or if any case, proceeding or other action shall be commenced or instituted against Tenant seeking issuance of a warrant of execution, attachment, distraint or similar process against Tenant or any of Tenant's property in the Demised Premises which results in either (x) the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days after the entry thereof or (y) the taking or occupancy of the Demised Premises or an attempt to take or occupy the Demised Premises; or

(c) if Tenant shall default in the payment when due of any installment of fixed rent or in the payment when due of any additional rent, and any such default shall continue for a period of five (5) business days after notice by Landlord to Tenant that such rent is due; or

(d) if Tenant shall default in the performance of any term of this Lease on Tenant's part to be performed (other than the payment of fixed rent and additional rent) and Tenant shall fail to remedy such default as soon as practicable and in any event within fifteen (15) days after notice by Landlord to Tenant of such default, or if such default is of such a nature that it can be remedied, but cannot be completely remedied within said period of fifteen (15) days, if Tenant shall not (x) promptly upon the giving by Landlord of such notice, advise Landlord of Tenant's intention to institute all steps necessary to remedy such situation, (y) promptly institute and thereafter diligently prosecute to completion all steps necessary to remedy the same, and (z) complete such remedy within a reasonable time after the date of the giving of said notice by Landlord and in any event prior to such time as would either (i) subject Landlord, Landlord's agents, superior lessor or superior mortgagee to prosecution for a crime or (ii) cause a default under the Underlying Lease or the superior mortgage; or

(e) if any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the Term would, by operation of law or otherwise, devolve upon or pass to any person other than Tenant except as is expressly permitted under Article 20; or

(f) if the Demised Premises shall become abandoned (and the fact that any of Tenant's property remains in the Demised Premises shall not constitute evidence that Tenant has not abandoned the Demised Premises) or if Tenant shall fail to take occupancy of the Demised Premises, or a floor thereof, as the case may be, within one hundred eighty (180) days after the Rent Commencement Date; or

(g) if Tenant shall default in the performance of any term, covenant, agreement or condition on Tenant's part to be observed or performed under any other Lease with Landlord of space in the Building and such default shall continue beyond the grace period, if any, set forth in such other lease for the remedying of such default, then in any of said events Landlord may give to Tenant notice of intention to terminate this Lease and to end the Term and the estate hereby granted at the expiration of five (5) days from the date of the giving of such notice, and, in the event such notice is given, this Lease and the Term and estate hereby granted (whether or not the Term shall have commenced) shall terminate upon the expiration of said five (5) days with the same effect as if that day were the Expiration Date, but Tenant shall remain liable as provided in Article 32.

(B) Nothing in Paragraph (A) shall be deemed to require Landlord to give the notices therein provided for prior to the commencement of a summary proceeding for non-payment of rent or a plenary action for the recovery of rent on account of any default in the payment of the same, it being intended that such notices are for the sole purpose of creating a conditional limitation hereunder pursuant to which this Lease shall terminate and if Tenant thereafter remains in possession or occupancy, it shall become a holdover tenant.

(C) If the Demised Premises shall at any time be or become vacant, deserted or abandoned or if Tenant shall be in default beyond any applicable grace period provided in Paragraph (A), then, in any such event, Landlord may without notice refuse to provide overtime services unless Tenant has made arrangements for advance payment acceptable to Landlord.

(D) If, at any time (a) Tenant shall be comprised of two or more persons, or (b) there is a guarantor of any of Tenant's obligations under this Lease, or (c) Tenant's interest in this Lease shall have been assigned, the word "Tenant", as used in Subsections (a) and (b) of Paragraph (A), shall mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this Lease. Any sums received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in Subsections (a) and (b) of Paragraph (A) shall be deemed paid as compensation for the use and occupancy of the Demised Premises and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of rent or a waiver on the part of Landlord of any rights under this Article or Article 32.

ARTICLE 31
RE-ENTRY BY LANDLORD

(A) If Tenant shall default in the payment of any installment of fixed rent, or of any additional rent, on any date upon which the same ought to be paid, and if such default shall continue for three (3) business days after Landlord shall have given to Tenant a notice specifying such default, or if this Lease shall expire as in Article 30 provided, Landlord or Landlord's agents and employees may immediately or at any time thereafter re-enter the Demised Premises, or any part thereof, in the name of the whole, either by summary dispossess proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Demised Premises again as and of its first estate and interest therein. The word re-enter, as herein used, is not restricted to its technical legal meaning. In the event of any termination of this Lease under the provisions of Article 30 or if Landlord shall re-enter the Demised Premises under the provisions of this Article or in the event of the termination of this Lease, or of re-entry, by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall thereupon pay to Landlord the fixed rent and additional rent payable by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the Demised Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 32.

(B) In the event of a breach or threatened breach by Tenant of any of its obligations under this Lease, Landlord shall also have the right of injunction. The special remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not provided for herein.

(C) If this Lease shall terminate under the provisions of Article 30, or if Landlord shall re-enter the Demised Premises under the provisions of this Article, or in the event of the termination of this Lease, or of re-entry, by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all moneys, if any, paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such moneys shall be credited by Landlord against any fixed rent or additional rent due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under Article 32 or pursuant to law.

ARTICLE 32
DAMAGES

(A) If this Lease is terminated under the provisions of Article 30, or if Landlord shall re-enter the Demised Premises under the provisions of Article 31, or in the event of the termination of this Lease, or of re-entry, by or under any summary dispossess or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord as damages, at the election of Landlord either:

(a) a sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the then value of the excess, if any, of:

(1) the aggregate of the fixed rent and the additional rent payable hereunder which would have been payable by Tenant (conclusively presuming the additional rent to be the same as was payable for the year immediately preceding such termination) for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the Expiration Date, had this Lease not so terminated or had Landlord not so re-entered the Demised Premises; over

(2) the aggregate rental value of the Demised Premises for the same period; or

(b) sums equal to the fixed rent and the additional rent (as above presumed) payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the Demised Premises, payable upon the due dates therefor specified herein following such termination or such re-entry and until the Expiration Date, provided, however, that if Landlord shall relet the Demised Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease or in re-entering the Demised Premises and in securing possession thereof, as well as the expenses of reletting, including altering and preparing the Demised Premises for new tenants, brokers' commissions, and all other expenses properly chargeable against the Demised Premises and the rental therefrom; it being understood that any such reletting may be for a period shorter or longer than the remaining term of this Lease; but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this Subsection to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually received by Landlord. If the Demised Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot basis (for equivalent space) shall be made of the rent received from such reletting and of the expenses of reletting. If the Demised Premises or any part thereof be relet by Landlord for the unexpired portion of the term of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable rental value for the Demised Premises, or part thereof, so relet during the term of the reletting.

(B) Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated under the provisions of Article 30, or under any provision of law, or had Landlord not re-entered the Demised Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove for and obtain as liquidated damages by reason of the termination of this Lease or re-entry on the Demised Premises for the default of Tenant under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to in Paragraph (A).

(C) Nothing contained in this Article shall be deemed to limit Tenant's rights under Article 3 of this Lease.

ARTICLE 33
MISCELLANEOUS

(A) If any governmental license or permit, other than a Certificate of Occupancy or certificate (final or partial) of substantial completion of the Port Authority, shall be required for the proper and lawful conduct of Tenant's business in the Demised Premises, or any part thereof, and if failure to secure such license or permit would in any way affect Landlord, Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant shall at all times comply with the terms and conditions of each such license or permit.

(B) Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Demised Premises, or do or permit anything to be done in the Demised Premises, in violation of the Certificate of Occupancy or certificate (final or partial) of substantial completion of the Port Authority, for the Demised Premises or for the Building.

(C) Tenant shall not (a) use or permit the Demised Premises or any portion thereof to be used for retail store purposes or for the sale, preparation or serving of food or beverages, (b) install vending machines dispensing food, beverages or other merchandise in the Demised Premises, (c) install pay or coin-operated telephones in the Demised Premises, (d) sell or license the sale of lottery tickets or similar chances or devices nor conduct or license the conducting of off-track or other wagering operations or activities at or from the Demised Premises, (e) erect, maintain or display any signs, lettering, advertising, posters, displays or similar devices in the Demised Premises visible from the street and (f) use or make any reference by advertising or otherwise to the names "World Trade Center", "The Port Authority of New York and New Jersey", "The Port Authority" or any simulation or abbreviation of any such names or any emblem, picture or reproduction of the World Trade Center. No souvenir or souvenir-type merchandise, whether involving the World Trade Center or other Port Authority facilities (or depicting any aspect thereof) or bearing or carrying the World Trade Center legend or reproduction thereof shall be sold or displayed at or from the Demised Premises. Nothing contained in this Paragraph shall preclude Tenant from having a warming pantry as shown on Tenant's approved Plans, provided that such facility shall be for the service of food to Tenant, its employees and business guests (but not for use as a public restaurant), and Tenant shall comply with all applicable laws with respect thereto.

(D) Tenant shall not suffer or permit the use of any portion of the Demised Premises (a) for use by a foreign or, other than Tenant named herein, domestic governmental office, agency, bureau or other governmental instrumentality, (b) for use by or as a school, travel agency, medical or dental office or an employment, placement or executive recruitment agency, or (c) for use by a banking or other lending institution or office, agency, business or other governmental instrumentality engaged in business or dealing with the general public on an "off the street" basis.

(E) Each party agrees, at any time and from time to time, as requested by the other party, upon not less than ten (10) business days' prior notice, to execute and deliver to the other a statement certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and whether any options granted to Tenant pursuant to the provisions of this Lease have been exercised, (b) certifying the dates to which the fixed rent and additional rent have been paid and the amounts thereof, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing. Additionally, Tenant's statement shall contain such other information as shall be required by the holder or proposed holder of any superior mortgage or the lessor or proposed lessor under any superior lease.

(F) Wherever in this Lease Landlord's consent or approval is required, if Landlord shall refuse such consent or approval, Tenant in no event shall 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 unreasonably withheld or unreasonably delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, for specific performance, injunction or declaratory judgment.

(G) The obligations of this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to, except that no violation of the provisions of Article 20 shall operate to vest any rights in any successor or assignee of Tenant and that the provisions of this Article shall not be construed as modifying the conditions of limitation contained in Article 30. However, the obligations of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building and/or Real Property as owner or lessee thereof and in event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord herein named as such owner or lessee of the Building and/or Real Property, but only with respect to the period ending with a subsequent transfer within the meaning of this Section.

(H) If Landlord shall be an individual, joint venture, tenancy in common, co-partnership, unincorporated association, or other unincorporated aggregate of individuals and/or entities or a corporation, Tenant shall look only to such Landlord's estate and property in the Building (or the net proceeds thereof) and, where expressly so provided in this Lease, to offset against the rents payable under this Lease, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of such Landlord or any partner, member, officer or director thereof, disclosed or undisclosed, 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 or occupancy of the Demised Premises.

(I) Tenant shall not cause or permit any Hazardous Materials (hereinafter defined) to be used, stored, transported, released, handled, produced or installed in, on or from the Demised Premises or the Building. "Hazardous Materials", as used herein, shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other substance or material included in the definition of "hazardous substances", "hazardous wastes", hazardous materials", "toxic substances", "contaminants" or any other pollutant, or otherwise regulated by any Federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing. In the event of a violation of any of the foregoing provisions of this Section, Landlord may, without notice and without regard to any grace period contained herein, take all remedial action reasonably deemed necessary by Landlord to correct such condition and Tenant shall reimburse Landlord for the cost thereof, within ten (10) days after demand therefor, as additional rent. The provisions of this Section shall not prohibit Tenant from maintaining customary and normal office equipment and supplies used in its business to the extent the same are of a nature and in amounts which are incidental and customarily present at first class office buildings in Manhattan and provided such items are permitted and safeguarded as required by law and insurance bodies.

(J) Landlord represents that, to the best of its knowledge, no Hazardous Materials (as said term is defined on the date hereof) are currently present in the Building, and Landlord agrees not to cause or permit any Hazardous Materials to be used, stored, transported, released, handled, produced or installed in, on or from the Demised Premises or the Building.

(K) If the fixed rent or any additional rent shall be or become uncollectible by virtue of any law, governmental order or regulation, or direction of any public officer or body, Tenant shall enter into such agreement or agreements and take such other action (without additional expense to Tenant) as Landlord may request, as may be legally permissible, to permit Landlord to collect the maximum fixed rent and additional rent which may, from time to time during the continuance of such legal rent restriction be legally permissible, but not in excess of the amounts of fixed rent or additional rent payable under this Lease. Upon the termination of such legal rent restriction, (a) the fixed rent and additional rent, after such termination, shall become payable under this Lease in the amount of the fixed rent and additional rent set forth in this Lease for the period following such termination, and (b) Tenant shall pay to Landlord, if legally permissible, an amount equal to (i) the fixed rent and additional rent which would have been paid pursuant to this Lease, but for such rent restriction, less (ii) the fixed rent and additional rent paid by Tenant to Landlord during the period that such rent restriction was in effect.

(L) Landlord reserves the right to exclude from all portions of the Building (other than specified areas of the ground floor) all messengers, couriers and delivery people other than those who are employees of a tenant in the Building. In such event Landlord shall accept on behalf of Tenant all deliveries of mail, air courier packages, express packages and other packages sent by similar means (including any hand deliveries of such mail and packages), shall permit messengers and couriers to pick up mail or packages left by Tenant and shall provide an area to be used for such purposes to which Tenant's employees shall deliver mail and packages to be picked up by others and from which such employees shall pick up and distribute mail and packages to be delivered to Tenant; provided, however, that Landlord may elect to provide such distribution to Tenant at Tenant's expense. Tenant shall comply with Landlord's rules relating to such area and services. Neither Landlord nor Landlord's agents or security personnel shall be liable to Tenant or Tenant's agents, employees, contractors, customers, clients, invitees or licensees or to any other person for, and Tenant hereby indemnifies Landlord and Landlord's agents and security personnel, against liability in connection with or arising out of damage to mail or packages, or the performance or non-performance by Landlord or any person acting by, through or under the direction of Landlord of the services set forth in this Section (L) (including any liability in respect of the property of such persons), unless due to the willful misconduct of Landlord, or Landlord's agents or security personnel. No representation, guaranty or warranty is made or assurance given that the communications or security systems, devices or procedures of the Building will be effective to prevent injury to Tenant or any other person or damage to, or loss (by theft or otherwise) of, any property of Tenant (including Tenant's property) or of any other person, and Landlord reserves the right to discontinue or modify at any time such communications or security systems or procedures without liability to Tenant.

(M) Tenant shall not commit any nuisance on the Demised Premises, or do or permit to be done anything which might result in the creation or commission of a nuisance on the Demised Premises, and Tenant shall not cause or permit to be caused or produced upon the Demised Premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smoke, gases, vapor, odors, noises or vibrations.

(N) If as a result of (a) Landlord's failure to make repairs required to be performed by Landlord in or to any portion of the Demised Premises or the Building; or (b) Landlord's breach of its obligations to supply any essential service which pursuant to the terms of this Lease Landlord is obligated to supply in or about the Demised Premises (collectively "Untenantable Condition") and such Untenantable Condition shall not be caused by any circumstances referred to in Articles 14, 15 or 22 (subject to the penultimate sentence of this Paragraph N or by any act or omission of Tenant or its officers, contractors, licencees, agents, employees, guests or visitors, or any utility company or required by any legal requirement, and as a result of the Untenantable Condition, (i) all or a material portion of the Demised Premises (the "Untenantable Premises") are untenantable (it being agreed that a material portion of Demised premises shall be deemed untenantable if more than forty percent (40%) of the Demised Premises is rendered untenantable), for a period in excess of ten (10) consecutive days in any one instance (commencing after written notice from Tenant to Landlord of the Untenantable Condition if provided for herein in clause (iii) below or commencing upon the occurrence of the Untenantable Condition if written notice is not provided for in clause (iii) below), (ii) Tenant shall vacate the Untenantable Premises and cease doing business therein and (iii) Tenant shall give notice to Landlord of the facts set forth in (i) and (ii) above, making specific reference to this rent abatement provision if outside the Demised Premises no other tenant is then subject to a similar act, event or circumstance as the Untenantable Condition, but if any other tenant is so affected, no such notice by Tenant shall be required hereby, then in such event, the portion of the Rents allocable to the Untenantable Premises shall be fully abated for the period commencing on the eleventh (11th) consecutive day after all the conditions set forth in (i), (ii) and (iii) above shall first be satisfied and ending on the date the Untenantable Premises shall be rendered usable and Landlord shall have given notice thereof (or the date Tenant shall re-occupy the Untenantable Premises for conduct of its business, if earlier). In the event an Untenantable Condition shall result from circumstance referred to in Article 22, the reference to "ten (10) consecutive days" and the "eleventh (11th) consecutive day" shall be charged to "twenty (20) consecutive days" and the "twenty-first (21st) day." This subsection N shall be in lieu of any right to which Tenant is otherwise entitled by law to claim a constructive eviction by reason of Landlord's failure to make such repairs, or supply such essential services.

(O) Tenant shall have the right to maintain a fuel tank and related equipment as shown on the Preliminary Plans (as defined in Article 6), subject to the provisions of this Lease.

ARTICLE 34
DEFINITIONS

(a) The term **Underlying Lease** shall mean the Agreement of Lease between The Port Authority of New York and New Jersey as Lessor and Landlord as Lessee dated as of December 31, 1980, a Memorandum of which was recorded in the Office of the Register of the City of New York, County of New York in Reel 550, Page 611, as amended by Supplement #1 dated as of June 30, 1983, a Memorandum of which was recorded in said Register's Office in Reel 836, Page 1648; by Supplement #2 dated as of July 1, 1983, a Memorandum of which was recorded in said Register's Office in Reel 843, Page 309; by Supplement #3 dated as of December 4, 1987, a Memorandum of which was recorded in said Register's Office in Reel 1337, Page 2287; by Supplement #4 dated as of August 28, 1990, a Memorandum of which was recorded in said Register's Office in Reel 1725, Page 1332; by Supplement #5 dated as of June 30, 1991, a Memorandum of which was recorded in said Register's Office in Reel 1946, Page 665; by a Settlement Agreement dated as of April 20, 1984, between Landlord, the Port Authority and the City of New York; and an Amended and Restated Settlement Agreement dated as of June 30, 1991, between Landlord, the Port Authority and the City of New York; and as the same may be hereafter amended.

(b) The term **Port Authority** shall mean The Port Authority of New York and New Jersey, a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States of America.

(c) The term **Ground Lessor** shall mean the Port Authority and any successor thereof which is the owner and holder of the Lessor's interest in the Underlying Lease.

(d) The term **Real Property** shall mean the Building and the Land and all easements, air rights, development rights and other appurtenances thereto.

(e) The term **Salomon Lease** shall mean the Lease dated November 23, 1988 as amended, between Landlord and Salomon Inc. leasing space in the Building (or any successor thereto).

ARTICLE 35
TENANT'S ANTENNA

Landlord agrees that, subject to the prior written approval of the Port Authority, if required under the Underlying Lease and all laws, ordinances, statutes, rules and regulations of all governmental authorities having jurisdiction thereof, and further subject to the provisions of the Salomon Lease and the conditions and limitations hereinafter stipulated, Tenant shall, during the term of this Lease, have the right (hereinafter called the "Antenna Option") to install on a portion of the rooftop of the Building and thereafter maintain, repair, and operate communications equipment (which may consist of one (1)or more dishes or antennae) installed in an area not exceeding two (2) square feet in area (hereinafter referred to as the "Communications Dish") and equipment room at the location shown on Exhibit F annexed hereto and as detailed in the Preliminary Plans, which Communications Dish is intended to receive and/or send signals on the roof of the Building as an incident to the conduct of Tenant's business in the Demised Premises, provided and on condition that: (i) the Communications Dish shall not interfere with the installation, operation or maintenance of any other antenna, dishes or equipment theretofore installed on the roof of the Building (such location is hereinafter called the "Antenna Area"); (ii) the size and dimensions of the Communications Dish and any reasonably required support structures as well as the location of the portion of the rooftop for such installation shall be as shown on said Exhibit F and the Preliminary Plans; (iii) no such equipment shall extend higher than the parapet of the roof of the Building; (iv) the Communications shall be placed within the Antenna Area; (v) the installation and position of such Communications Dish and required support structures shall comply with the laws and requirements of any public authorities; (vi) the installation of any electrical or communications lines ("Wiring") in connection with the installation and operation of the Communications Dish, as well as the manner and location (i.e., routing) of all Wiring in connection therewith shall (A) be at Tenant's sole cost and expense, (B) be subject to Landlord's prior consent, such consent not to be unreasonably withheld or delayed; and (C) comply with the laws and requirements of any public authorities; (vii) the Communications Dish; reasonably required support structures, and Wiring shall be maintained and kept in good repair by Tenant at Tenant's sole cost and expense; and (viii) Tenant shall not install the Communications Dish without Landlord's prior approval of (A) the manner of such installation and (B) detailed plans and specifications for such installation, such approval not to be unreasonably withheld or delayed. Landlord approves the installation shown on the Prelininary Plans. The parties agreed that Tenant's use of the rooftop of the Building is a nonexclusive use and Landlord may permit the use of any other portion of the roof to any other person, firm or corporation for any use including, without limitation, the installation of other communications dish and support equipment.

(B) Intentionally Omitted.

(C) Tenant shall pay to Landlord, without notice or demand and without any abatement, deduction or setoff whatsoever, fixed annual roof rent in the amount of $42,000.00 per annum, which shall be payable in equal monthly installments at the end of each and every calendar month during the Term.

(D) For the purpose of installing, servicing or repairing the Communications Dish and related equipment, Tenant shall have access to the rooftop of the Building upon prior reasonable request of Landlord. All access by Tenant to the roof of the Building shall be subject to the supervision and control of Landlord and to Landlord's reasonable safeguards for the security and protection of the Building, the Building equipment and installations and equipment of other tenants of the Building as may be located on the roof of the Building. Landlord shall have the right to assign an Building representative to be present during the duration of Tenant's access to the rooftop and Tenant shall pay the Landlord's customary charges therefor as additional rent.

(E) Tenant, at Tenant's sole cost and expense, agrees to promptly and faithfully obey, observe and comply with all laws, ordinances, regulations, requirements and rules of all duly constituted public authorities (including the Port Authority) in any manner affecting or relating to Tenant's use of said roof as to the installation, repair, maintenance and operation of any support structures and Communications Dish erected or installed by Tenant pursuant to the provisions of this Article 35. Tenant, at Tenant's sole cost and expense, shall secure and thereafter maintain all permits and licenses required for the installation and operations of the Communications Dish and any support structures erected or installed by Tenant pursuant to the provisions of this Article 35, including, without limitation, any approval, license or permit required from the Federal Communications Commission. In no event shall the maximum level of microwave emissions from the Communications Dish exceed the safety level allowable for the Building as determined by the Governmental authorities (including the Port Authority) having jurisdiction thereof.

(F) Tenant agrees that Tenant shall pay for all electrical service required for Tenant's use of the Communications Dish and related equipment erected or installed by Tenant pursuant to the provisions of this Article 35 in accordance with Article 10 of this Lease and Tenant further agrees that such electric service shall feed off the supply of electrical energy furnished to the Demised Premises or by other available means of Landlord as provided in Article 10 of this Lease.

(G) The Communications Dish and support structures installed by Tenant pursuant to the provisions of this Article 35 shall be Tenant's personal property, and, upon the expiration or earlier of the Term of this Lease, or earlier, shall be removed by Tenant at Tenant's sole cost and expense. All Wiring and related electrical equipment installed by Tenant in connection with the installation and operation of the Communications Dish shall be Tenant's personal property. Upon the expiration of the Term of this Lease or upon its earlier termination in any manner, if Landlord so directs by written notice to Tenant, Tenant shall promptly remove the Wiring and electrical equipment as designated in such notice, at Tenant's sole cost and expense. Tenant, at Tenant's sole cost and expense, shall promptly repair any and all damage to the rooftop of the Building and to any other part of the Building caused by or resulting from the installation, maintenance and repair, operation or removal of the Communications Dish, support structures and Wiring erected or installed by Tenant pursuant to the provisions of this Article 35 and restore said affected areas to their condition as existed prior to the installation of the Communications Dish.

(H) Tenant agrees that Landlord shall not be required to provide any services whatsoever to the rooftop of the Building.

(I) Tenant covenants and agrees that all installations made by Tenant on the rooftop of the Building or in any other part of the Building pursuant to the provisions of this Article 35 shall be at the sole risk of Tenant, and neither Landlord nor Landlord's agent or employees shall be liable for any damage or injury thereto caused in any manner, unless the same shall proximately result from the gross negligence or willful misconduct of Landlord, its agents and employees.

(J) Tenant will, and does hereby, indemnify and save harmless Landlord from and against: (i) any and all claims, reasonable counsel fees, demands, damages, expenses or losses by reason or any liens, orders, claims or charges resulting from any work done, or materials or supplies furnished, in connection with the fabrication, erection, installation, maintenance and operation of the Communications Dish, support structures, Wiring and any related equipment permitted to be installed by Tenant pursuant to the provisions of this Article 35, and (ii) any and all claims, costs, demands, expenses, fees or suits arising out of accidents, damage, injury or loss to any and all persons and property, or either, whomsoever or whatsoever resulting from or arising in connection with the erection, installation, maintenance and operation and repair of the Communications Dish, support structures, Wiring and related equipment installed by Tenant pursuant to the provisions of this Article 35, except to the extent caused by the negligence or willful misconduct of Landlord, or its agent or employees. Excluding Tenant named herein, Tenant shall obtain and thereafter maintain during the Term of this Lease insurance coverage for the benefit of Landlord in such amount and of such type as Landlord may reasonably require.

(K) All plans and specifications of Tenant's work and installations to be done and made by Tenant pursuant to the provisions of this Article 35 shall be subject to the prior approval of Landlord, such approval not to be unreasonably withheld or delayed, and shall be further subject to inspection and reasonable supervision by Landlord.

(L) Tenant covenants and agrees that the Communications Dish, support structures, Wiring and related electrical equipment to be installed by Tenant shall not interfere with or adversely affect any pre-existing equipment, installations, lines or machinery of the Building or equipment installed under a pre-existing lease or any pre-existing other tenant of the Building, including, without limitation, any other pre-existing communications equipment in, on top of or otherwise outside the Building, or access thereto for maintenance, repair or removal. Any equipment installed on the roof subsequent to the installation of Tenant's equipment shall not adversely affect Tenant's equipment.

(M) Tenant acknowledges being advised by Landlord that Landlord has, and shall be, granting to third parties various rights and licenses to utilize various portions of the Building and rooftop thereof for the installation of microwave dishes, satellite communications equipment, whip communications dishes and other communications equipment and related equipment (hereinafter all of the foregoing are collectively referred to as "Other Communications Equipment") and that, inasmuch as Landlord's ability to facilitate the installation and operation of such Other Communications Equipment will be of paramount importance to Landlord, Landlord shall have the right, at any time and from time to time, during the term of this Lease, upon thirty (30) days' prior written notice to Tenant, to relocate the Tenant's Communications Dish, support structures and related equipment to other areas of the Building and rooftop thereof, as Landlord in its sole discretion may determine so as to accommodate such Other Communications Equipment on the roof of the Building and so as to eliminate, or not to create, problems of interference with respect to or between Other Communications Equipment now, or in the future, installed on the roof or other areas of the Building. Such relocation shall be performed during hours other than Tenant's regular business hours so as to minimize any disruption of Tenant's normal business activities, without downtime and such relocation shall not prevent Tenant from using its Communications Dish for its original intended purpose. Tenant shall cooperate with Landlord to effectuate the relocation of Tenant's Communications Dish, support structures and related equipment, as shall be required by Landlord. All costs involved in such relocation shall be borne by Landlord.

(N) Tenant shall not be permitted to assign or transfer all or any portion of the rights granted to Tenant pursuant to this Article 35 unless Tenant assigns this Lease to the party to whom such rights are assigned or transferred.

ARTICLE 36
LEASE ENTIRE AGREEMENT

This Lease sets forth the entire Agreement between the parties, superseding all prior agreements and understandings, written or oral, and may not be altered or modified except by a writing signed by both parties. This Lease shall be binding upon the parties hereto, their successors, legal representatives and assigns. This Lease shall not be recorded.

ARTICLE 37
APPLICABLE LAW

This Lease shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the said parties have caused this Lease to be executed as of the day and year first above written.

Landlord:
7 WORLD TRADE COMPANY, L.P.

By: Silverstein-7 World Trade Company, Inc., General Partner

By: ____________________

Tenant:
THE CITY OF NEW YORK,

By: ____________________
Deputy Commissioner,
Department of Citywide Administrative Services

Approved as to Form:

____
Acting Corporation Counsel
JAC

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

On this 25th day of March, 1998, before me personally came Lori Fierstein, to me known to be the Deputy Commissioner of Citywide Administrative Services of the City of New York, the person described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

Alessandra Sumowicz

OFFICIAL SEAL
ALESSANDRA SUMOWICZ 02SU5022938
Notary Public, State of New York
Qualified in Queens County
Commission Expires 1/24/2000

STATE OF NEW YORK)
) .SS
COUNTY OF NEW YORK)

On this 19 day of March, 1998 before me personally came Larry A. Silverstein, to me known, who, being by me duly sworn, did depose and say that he resides at 500 Park Avenue, New York, New York; that he is the President of Silverstein-7 World Trade Company, Inc., the corporation described in the foregoing instrument as the general partner of the firm known as 7 World Trade Company, L.P. and who acknowledged that he signed his name thereto on behalf of 7 World Trade Company, L.P. by order of the Board of Directors of Silverstein-7 World Trade Company, Inc.

Ann G. Tobin
Notary Public

ANN G TOBIN
Notary Public, State of New York
No 01-T04694138
Qualified in Kings County
Commission Expires March 30, 1999

EXHIBIT A

FLOOR PLAN OF 7TH FLOOR

F:\CR\LHC\ 4219.1016\NEWLSE.FNL

EXHIBIT A

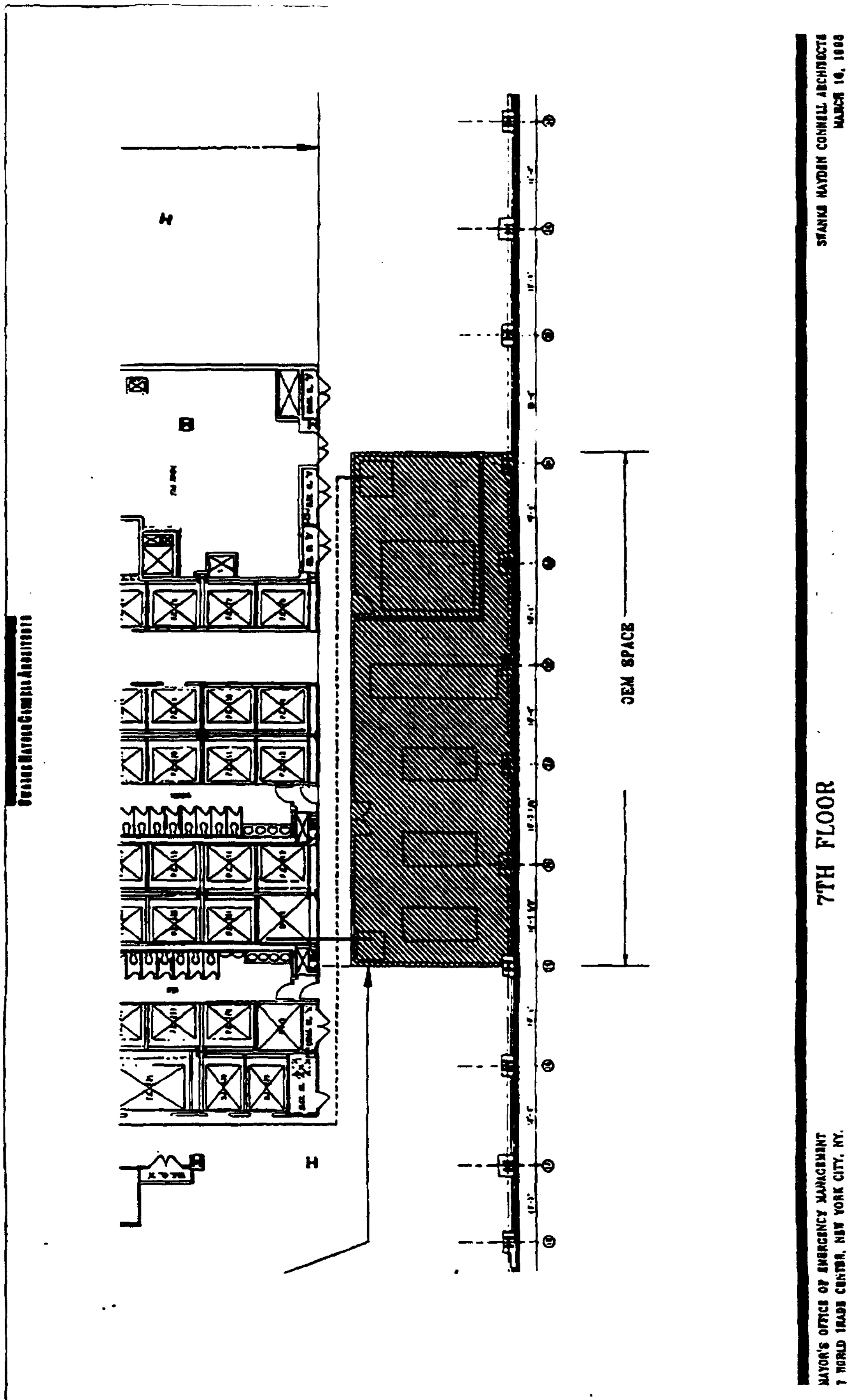
7TH FLOOR
OEM SPACE
MAYOR'S OFFICE OF EMERGENCY MANAGEMENT
7 WORLD TRADE CENTER, NEW YORK CITY, NY.
SWANKE HAYDEN CONNELL ARCHITECTS

EXHIBIT B

SCHEDULE OF BASE YEAR OPERATING EXPENSES

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EXHIBIT B

7 WORLD TRADE COMPANY, L.P.

SCHEDULE OF OPERATING EXPENSES

YEAR ENDED DECEMBER 31, 1996

AND

INDEPENDENT AUDITORS' REPORT

FRIEDMAN
ALPREN &
GREEN LLP
CERTIFIED PUBLIC ACCOUNTANTS

1700 BROADWAY
NEW YORK, NY 10019
212-582-1600
FAX 212-265-4781

INDEPENDENT AUDITORS' REPORT

TO THE PARTNERS OF 7 WORLD TRADE COMPANY, L.P.

We have audited the accompanying schedule of operating expenses (as defined in the lease agreement between 7 WORLD TRADE COMPANY, L.P., as lessor, and certain tenants, as lessees) of 7 WORLD TRADE COMPANY, L.P. for the building located at 7 World Trade Center, New York, New York for the year ended December 31, 1996. This schedule is the responsibility of the Partnership's management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of operating expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of operating expenses. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the schedule of operating expenses referred to above presents fairly, in all material respects, the operating expenses of the building located at 7 World Trade Center, New York, New York for the year ended December 31, 1996, as defined in the lease agreements referred to in the first paragraph.

This report is intended solely for the information and use of the partners of 7 WORLD TRADE COMPANY, L.P. and certain tenants and should not be used for any other purpose.

Friedman Alpren & Green LLP

February 5, 1997

7 WORLD TRADE COMPANY, L.P.

SCHEDULE OF OPERATING EXPENSES
(AS DEFINED IN THE LEASE AGREEMENT BETWEEN 7 WORLD TRADE COMPANY, L.P., AS LESSOR, AND CERTAIN TENANTS, AS LESSEES)

YEAR ENDED DECEMBER 31, 1996

Wages and employee benefits	$ 1,169,002
Contract services	3,689,024
Insurance	315,206
Steam	448,058
Electricity*	680,110
Building maintenance and supplies	2,468,532
Management fees	1,946,812
Other operating expenses	587,446
	11,304,190
Less - Tenant charges and reimbursements	(398,755)
	$10,905,435

*The cost of electricity allocable to the tenants was provided by a survey segregating these costs from the total electricity costs (which include costs allocable to the public areas).

See Independent Auditors' Report.

EXHIBIT C

SCHEDULE OF PRELIMINARY PLANS

EXHIBIT C

SWANKE HAYDEN CONNELL ARCHITECTS

MAYOR'S OFFICE OF EMERGENCY MANAGEMENT

7 World Trade Center-23rd Floor
New York, New York

SHCA Project No. 5576A
Date: January 26, 1998

LIST OF DRAWINGS

Design Development Issue

Drawing No.	Drawing Title	Date
Architectural		
DD-1	23rd Floor Plan-Partition Plan	01/26/98
DD-2	23rd Floor Plan-Reflected Ceiling Plan	01/26/98
DD-3	23rd Floor Plan-Power & Telephone Plan (Preliminary)	01/26/98
DD-4	23rd Floor Plan-Furniture Plan	01/26/98
DD-5	7th Floor Plan & Part 1st Floor Fuel Oil Storage Tank Plans	01/26/98
DD-6	Roof Plan-Radio Room Plan & Section	01/26/98
DD-7	Elevations & Sections	01/26/98
Mechanical		
M1.001	HVAC Specifications, Notes & Details	01/26/98
M3.23	23rd Floor HVAC Plan	01/26/98
Plumbing		
P1.001	Notes, Schedules, Legend	01/26/98
P2.07	7th Floor Plumbing Plan	01/26/98
P3.23	23rd Floor Plumbing Plan	01/26/98
Fire Protection		
FP1.001	Notes, Schedules, Legend	01/26/98
FP2.07	7th Floor Fire Protection Plan	01/26/98
FP3.23	23rd Floor Fire Protection Plan	01/26/98
FP4.23	Fire Protection Riser Diagram	01/26/98

SWANKE HAYDEN CONNELL ARCHITECTS

MAYOR'S OFFICE OF EMERGENCY MANAGEMENT
7 World Trade Center-23rd Floor
New York, New York

SHCA Project No. 5576A
Date: January 26, 1998

LIST OF DRAWINGS
Design Development Issue

Drawing No.	Drawing Title	Date
Electrical		
E1.001	Symbol List	01/26/98
E2.23	23rd. Floor Lighting Plan	01/26/98
E3.23	23rd. Floor Power Plan	01/26/98
E4.01	Riser Diagram	01/26/98
A/V Electrical		
AV-E0	AV Electrical Drawing Symbols	01/26/98
AV-E1	Electrical Plans Operations Center	01/26/98
AV-E2	Electrical Plans Mayor's & Commissioners Suites	01/26/98
AV-E3	Electrical Plans Press Room / Watch Command	01/26/98
AV-E4	Electrical Plans PIU / Training RM.	01/26/98
Audio / Visual		
AV-1	AV Facilities Plans - Operations Center	01/26/98
AV-2	AV Facilities Plans - Mayor's & Commissioners Suites	01/26/98
AV-3	AV Facilities Plans - Press Room / Watch Command	01/26/98
AV-4	AV Facilities Plans - PIU / Training RM.	01/26/98
Tel. / Data		
TC-1	Telecommunication Distribution Plan	01/26/98
TC-2	Telecommunication Closet Detail	01/26/98
Outline Spec.		
	Tenant Interior Fit-out Project Description (DD Issuance)	01/26/98

EXHIBIT D

SCOPE OF SERVICES OF ARCHITECT

EXHIBIT D

The City of New York

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICE
DIVISION OF REAL ESTATE SERVICE

MUNICIPAL BUILDING Room [illegible]
NEW YORK, N.Y. 10007
(212) 669-3645 Fax (212) [illegible]

WILLIAM I. DIAMOND
Commissioner

LORI FIERSTEIN
Deputy Commissioner

November 25, 1997

Catherine T. Gilberti
Silverstein Properties
521 Fifth Avenue
New York, New York 10175

Re: Mayor's Office of Emergency Management
7 World Trade Center
23rd Floor
New York, New York
Project # 96-1346

Dear Ms. Gilberti:

We are in receipt of the proposals for Consultant Architect services submitted by you on October 23, 1997, for Swanke Hayden Connell Architects and their Sub-Consultants regarding the referenced space.

We hereby approve the Swanke Hayden Connell Consultant Team as the selected consultant team to perform all the necessary architectural and engineering services for this project as described in DRES "Guide for Design Consultant" revised October 1996. This selection has been established pursuant to a Scope of Services, Swanke Hayden Connell Architects proposal dated October 21, 1997, and their revised proposal of October 24, 1997, stating that the professional fees, based on the Scope of Services, shall be as follows:

A. Lump Sum Fees:

Professional Services Lump Sum Fee	$ 385,497.00
Additional Lump Sum to Prepare Existing Condition Autocad Files	$ 8,000.00
Total Lump Sum Fees	$ 393,497.00

Mayor's Office of Emergency Management
7 World Trade Center
23rd Floor
New York, New York
Project # 96-1346

B. Not-To-Exceed Fees For:

1.	Emergency Generator Design	$ 30,000.00
2.	Controlled Inspection-Architectural	$ 10,000.00
3.	Controlled Inspection-MEP	$ 12,000.00
4.	Out of Pocket Expenses (Reimbursables) For:	
	a. Professional Services	$ 38,550.00
	b. Autocad Files	$ 1,000.00
	c. Controlled Inspections	$ 2,200.00
	d. Emergency Generator	$ 3,000.00
Total Amount Not-To-Exceed Fees & Expenses		$ 96,750.00

Out of Pocket Expenses are to be billed at cost and are limited to the maximum amounts indicated for blueprinting, copying, faxing, overnight mailing, messenger services, etc., as deemed necessary by DRES. Other Not-To-Exceed Fees shall be billed as described in the attached proposals once authorized and approved by DRES.

Filing Fees to be billed at cost and paid by the Landlord.

All drawings and construction documents shall be submitted to DRES, in accordance with the project schedule.

Should you require any further clarification, please contact Vinicius Castagnola, Assistant Director at (212) 669-2217 or myself at (212) 669-8086.

Sincerely,

Richard J. Ramos
Executive Director of Space Design/DRES

Attachment
c: J. Kondrat, DRES
G. Pymento, DRES
M. Mathew, DRES
V. Castagnola, DRES
J. Domingvez, DRES

c:\harriet\vini\moem.doc\hl

copy

SWANKE HAYDEN CONNELL ARCHITECTS

[illegible] Lafayette Street, New York, New York 10012
212 [illegible], Fax 212 [illegible]

October 21, 1997
October 24, 1997, Revised

Mr. Joseph Ritorto
Senior Executive Vice President
Silverstein Properties, Inc.
521 Fifth Avenue, 31st Floor
New York, New York 10175

Re: Mayor's Office of Emergency Management (OEM)
Emergency Operations Center: 7 World Trade Center
"Proposal for Architectural and Engineering Design Services"
SHCA Project No. 5576A

Dear Mr. Ritorto:

Swanke Hayden Connell Architects (SHCA) is pleased to submit its proposal for its architectural and engineering design services in connection with the above referenced project. These services shall include the following unless specifically excluded or modified herein by the attached consultant proposals:

<u>Scope of Work</u>

- Draft Silverstein Request for Proposal dated 07/24/97 (Refer to the hereto attached Fee Summary dated 10/21/97 for program areas).
- OEM Program Summary dated 07/21/97.
- OEM Space Design-Programming dated 08/18/97.
- DCAS/DRES Standards contained in the Guide for Design Consultants (Rev. October, 1996).

1. Field verification of existing conditions based upon as-built architectural and engineering drawings and AutoCad drawing files provided by the Landlord.
2. Attendance at Meetings.
3. Preparation of Schematic Design, Design Development and Construction Documents including coordination of engineering and all other consultant drawings.
4. Preparation of a complete Manifest List for all Furniture, Furnishings and Furniture System (NYC Requirements Contract loose furniture, casegoods and Herman Miller workstations excluding the custom millwork Operations Center workstations).
5. Review of Bids.
6. Assisting in the filing of Department of Building applications.
7. Construction Administration (periodic field visits/meetings, shop drawing review and preparation of an initial punchlist and final punchlist.
8. Sign-off of Controlled Inspection Forms and assist in the filing of the forms.
9. Assist in the filing of the Certificate of Occupancy.
10. Preparation of "As-Built" Drawings.

Joseph Ritorto - Silverstein Properties, Inc.
SHCA Project No. 5576A
*" OEM Emergency Operations Center-7 World Trade Center:
Proposal for Architectural and Engineering Design Services"*

Date: October 21, 1997, Revised October 24, 1997

Page 2

<u>Services Not Included</u>

- Programming Design Services (other than verification of the existing program).
- Security Design Services.
- Structural Engineering Design Services.
- Code Expediting/Code Consultant Services.
- Cost Estimating.
- Asbestos Abatement Inspections, Testing and other services in connection with asbestos abatement.
- Models & Renderings.
- Preparation of a Manifest List for purchase of equipment to be installed in this project.
- Periodic site visits and/or meetings during Construction Administration in excess of weekly unless specifically described herein or by the attached consultant proposals.
- Field Probes, Surveys & Testing Services.
- Architectural and Engineering Design Services required to upgrade the existing base building infrastructure to meet tenant program requirements unless specifically described herein or by the attached consultant proposals.
- Architectural and Engineering Design Services required for programmed Back-up Systems which are not on the same floor as the Operations Center (23rd Floor) unless specifically described herein or by the attached consultant proposals.
- Existing Condition AutoCad drawing files. Should the CAD drawing files not exist, SHCA can perform this additional service for a lump sum of $ 8,000 plus out-of-pocket expenses for the not-to-exceed amount of $ 1,000.

<u>Compensation</u>

1. SHCA will provide all the Professional Services outlined above for a lump sum fee of $ 385,497 plus out-of-pocket expenses. Engineering design services for the Emergency Generator shall be provided for a not-exceed fee of $ 30,000 (at 3.0 x D.P.E.) per the attached engineering proposal plus out-of pocket expenses. Architectural and MEP controlled inspections shall be provided for a not-to-exceed fee of $ 22,000 (at 3.0 x D.P.E) plus out-of-pocket expenses.

2. Out-of-pocket expenses to be billed at cost and shall include, and are limited to, a maximum amount of $ 38,550 for the following items: blueprinting, CAD Plotting, copying, faxing and messenger services, etc. as deemed necessary. Out-of-pocket expenses to be billed at cost to a not-to-exceed maximum amount of $ 3,000 for the Emergency Generator design services and $ 2,200 for the Controlled Inspection services.

3. All Department of Building Filing Fees to be paid by Landlord.

The above noted fees and expenses shall be billed monthly on a percent complete basis to your attention. Should this proposal be acceptable to you, please indicate your acceptance by signing one of the enclosed copies and returning it to me.

[illegible]

Joseph Rizoto - Silverstein Properties, Inc.
SHCA Project No. 5576A
"OEM Emergency Operations Center-7 World Trade Center: Proposal for Architectural and Engineering Design Services"
Date: October 21, 1997, Revised October 24, 1997

Page 3

We appreciate the opportunity to submit this proposal to Silverstein Properties, Inc. SHCA looks forward to working with you and DCAS/DRES on this unique and challenging project.

Sincerely,

SWANKE HAYDEN CONNELL ARCHITECTS

Carl R. Meinhardt, FAIA
Principal

Accepted for Silverstein Properties, Inc.:

By: Catherine Hilbert
Title: Senior Vice President
Date: December 4, 1997

cc: Mr. Richard J. Ramos - DCAS/DRES
Mr. Vinicius Castagnola-DCAS/DRES

SWANKE HAYDEN CONNELL ARCHITECTS

295 Lafayette Street, New York, New York 10012
212 226 9886; Fax 212 219 0080

Mayor's Office of Emergency Management

7 World Trade Center

FEE SUMMARY

Fee Category	$ / SF	SF	Fee
Program Verification	$0.35	33,135	$11,597 *
Basic Design Fee **			
Architectural (General Office)	$2.75	9,000	$24,750
Architectural (Emer. Manage. Ctr.)	$4.75	14,000	$66,500
Architectural (Technology Spaces)	$3.50	12,000	$42,000
MEP (General Office)	$0.85	9,000	$7,650
MEP (Emer. Manage. Ctr.)	$2.50	14,000	$35,000
MEP (Technology Spaces)	$2.50	12,000	$30,000
Basic Design Fee Sub-Total:	$5.88	35,000	$205,900
Other Basic Services and Fees **			
Telecommunications Consultant			$76,500
LAN & Computer Consultants			$38,000
Security Consultant (By OEM)			$0
Structural Engineering (Not Included)			$0
Lighting Consultant			$0
Acoustical Consultant			$11,500
Audio-Visual Consultant			$32,000
Furniture Consultant			$8,000
Balancing Certification-MEP			$8,000
Other Services Sub-Total:	$4.80		$168,000
Total Fees & Services:	$11.01		$385,497
Out-of-Pocket Expenses @10%:			$38,550 ***
Total Lump Sum Fee:			$424,047
Other Services (Not-to-Exceed Fees)			
Emergency Generator			$30,000
Controlled Inspection-Architectural			$10,000
Controlled Inspection-MEP			$12,000
Sub-Total Other Services (N-T-E):			$52,000
Out-of-Pocket Expenses @ 10%:			$5,200
Total Other Services (N-T-E):			$57,200

* Based upon DCAS "Carpetable" Program Areas.
** Assumes existing Cad Drawing Files are to be provided to SHCA; exclusive of Core & Shell upgrades (infrastructure) and assumes that the Back-up Systems per the 07/21/97 Program Summary are on the same floor.
*** Allows for a maximum of 5 visits by ETI International ($ 3,858.00)

EXHIBIT E

CLEANING SPECIFICATIONS

GENERAL CLEANING

I. NIGHTLY:

A. General Offices including conference rooms:

1. All hardsurfaced flooring to be swept.
2. Carpet sweep all carpets, moving only light furniture (desks, file cabinets, etc. not to be moved).
3. Hand dust and wipe clean all furniture, fixtures and window sills.
4. Empty and clean all ash trays and screen all sand urns.
5. Empty and clean all waste receptacles and remove wastepaper.
6. Dust interiors of all waste disposal cans and baskets.
7. Wash clean all water fountains and coolers.
8. Sweep all private stairways.

B. Building Standard Toilets:

1. Sweep and wash all floors, using proper disinfectants.
2. Wash and polish all mirrors, shelves, bright work and enameled surfaces.
3. Wash and disinfect all basins, bowls and urinals.
4. Wash all toilet seats.
5. Hand dust and clean all partitions, tile walls, dispensers and receptacles in lavatories and restrooms.
6. Empty paper receptacles and remove wastepaper.
7. Fill toilet tissue holders.
8. Empty and clean disposal receptacles.

II. PERIODIC - AS REASONABLY REQUIRED:

1. Vacuum clean all carpeting and rugs.
2. Dust all door louvres and other ventilating louvres within a person's reach.
3. Dust all baseboards.
4. Remove all finger marks from vinyl or painted surfaces near light switches, entrance doors, etc.
5. Wash all windows.
6. High dust premises completely including the following:

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

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

c. Dust all venetian blinds.

EXHIBIT F

ROOF PLAN

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EXHIBIT F

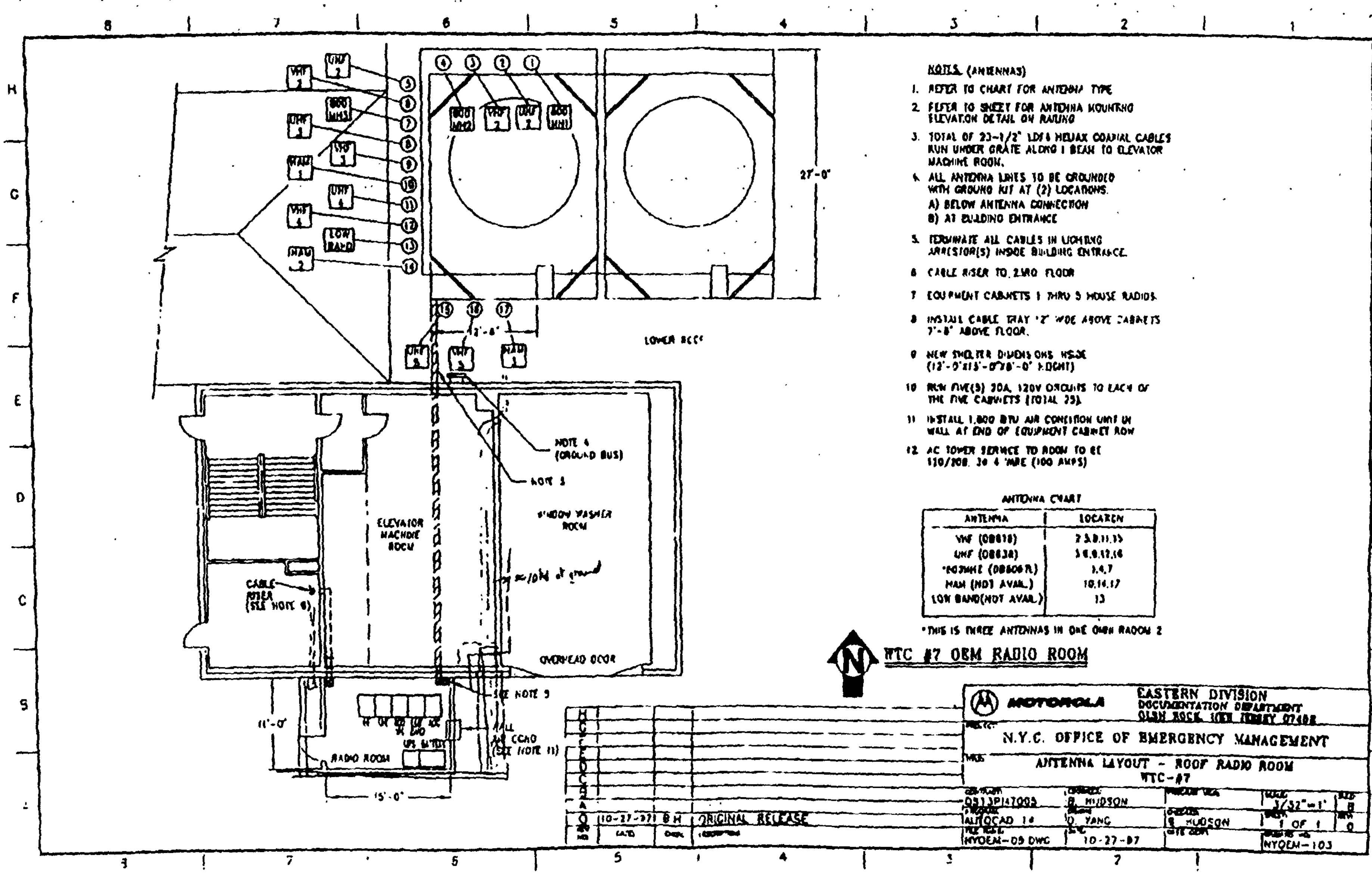
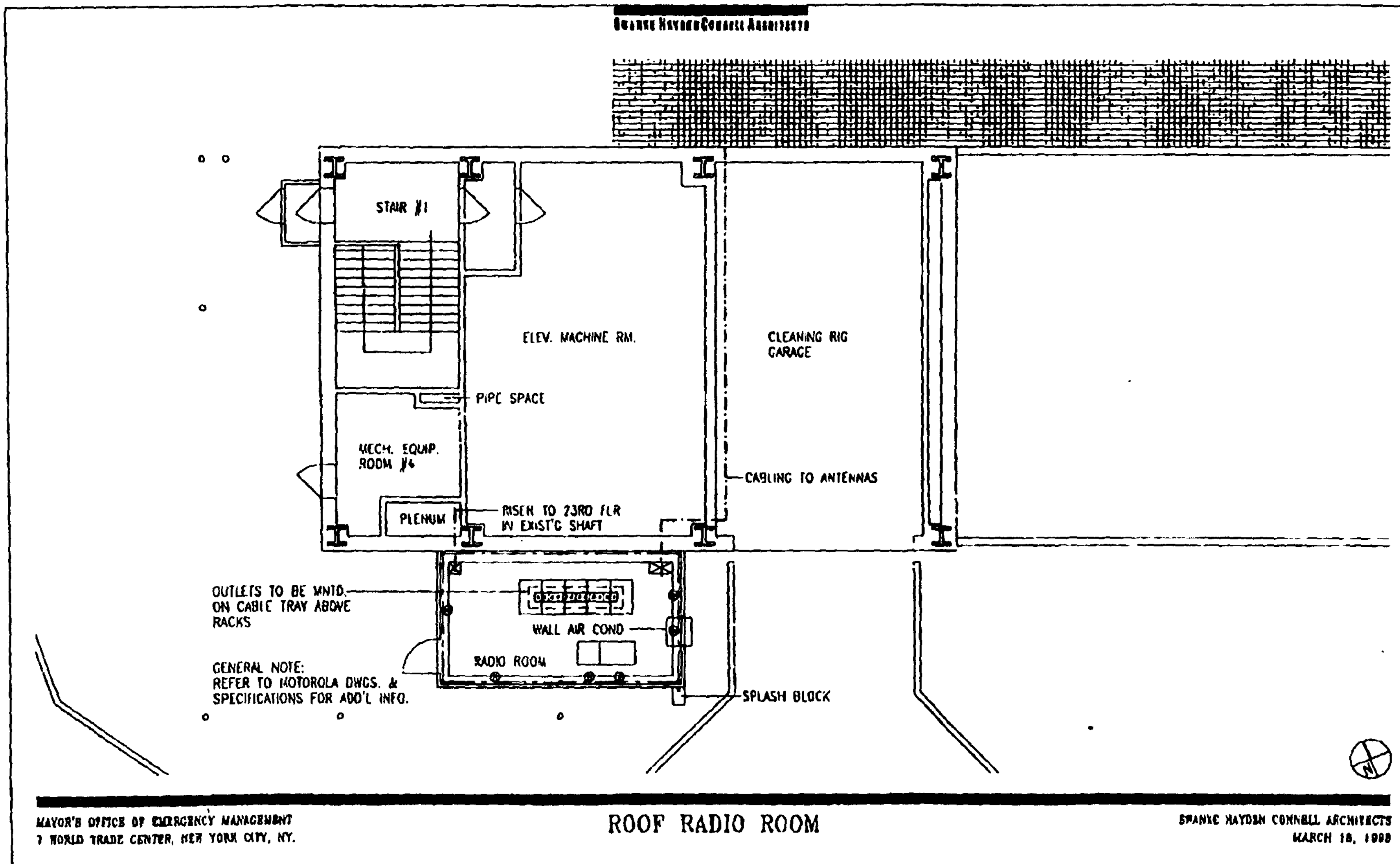

NOTES (ANTENNAS)
1. REFER TO CHART FOR ANTENNA TYPE
2. REFER TO SHEET FOR ANTENNA MOUNTING ELEVATION DETAIL ON RAILING
3. TOTAL OF 23-1/2" LDF4 HELIAX COAXIAL CABLES RUN UNDER GRATE ALONG I BEAM TO ELEVATOR MACHINE ROOM.
4. ALL ANTENNA LINES TO BE GROUNDED WITH GROUND KIT AT (2) LOCATIONS.
A) BELOW ANTENNA CONNECTION
B) AT BUILDING ENTRANCE
5. TERMINATE ALL CABLES IN LIGHTNING ARRESTOR(S) INSIDE BUILDING ENTRANCE.
6. CABLE RISER TO 23RD FLOOR
7. EQUIPMENT CABINETS 1 THRU 5 HOUSE RADIOS.
8. INSTALL CABLE TRAY 12" WIDE ABOVE CABINETS 7'-8" ABOVE FLOOR.
9. NEW SHELTER DIMENSIONS INSIDE (12'-0"x15'-0"x8'-0" HEIGHT)
10. RUN FIVE(5) 20A, 120V CIRCUITS TO EACH OF THE FIVE CABINETS (TOTAL 25).
11. INSTALL 1,800 BTU AIR CONDITION UNIT IN WALL AT END OF EQUIPMENT CABINET ROW
12. AC POWER SERVICE TO ROOM TO BE 120/208, 30 4 WIRE (100 AMPS)
ANTENNA CHART
ANTENNA | LOCATION
VHF (DB810) | 2,5,8,11,15
UHF (DB638) | 3,6,9,12,16
*800MHZ (DB806TR) | 1,4,7
HAM (NOT AVAIL.) | 10,14,17
LOW BAND(NOT AVAIL.) | 13
*THIS IS THREE ANTENNAS IN ONE OMNI RADOM 2
WTC #7 OEM RADIO ROOM
27'-0"
LOWER ROOF
NOTE 4 (GROUND BUS)
NOTE 5
WINDOW WASHER ROOM
OVERHEAD DOOR
ELEVATOR MACHINE ROOM
CABLE RISER (SEE NOTE 6)
SEE NOTE 5
WALL A/C CCAO (SEE NOTE 11)
RADIO ROOM
UPS BATTERY
11'-0"
15'-0"
MOTOROLA
EASTERN DIVISION
DOCUMENTATION DEPARTMENT
GLEN ROCK, NEW JERSEY 07452
N.Y.C. OFFICE OF EMERGENCY MANAGEMENT
ANTENNA LAYOUT - ROOF RADIO ROOM
WTC-#7
DS13P14T005
B. HUDSON
AUTOCAD 14
D. YANG
B. HUDSON
NYOEM-05 DWG
10-27-97
3/32"=1'
1 OF 1
NYOEM-103
10-27-97
B.H.
ORIGINAL RELEASE

EXHIBIT F-2


SWANKE HAYDEN CONNELL ARCHITECTS
STAIR #1
ELEV. MACHINE RM.
CLEANING RIG GARAGE
PIPE SPACE
MECH. EQUIP. ROOM #6
CABLING TO ANTENNAS
PLENUM
RISER TO 23RD FLR IN EXIST'G SHAFT
OUTLETS TO BE MNTD. ON CABLE TRAY ABOVE RACKS
WALL AIR COND
RADIO ROOM
GENERAL NOTE: REFER TO MOTOROLA DWGS. & SPECIFICATIONS FOR ADD'L INFO.
SPLASH BLOCK
N
MAYOR'S OFFICE OF EMERGENCY MANAGEMENT
7 WORLD TRADE CENTER, NEW YORK CITY, NY.
ROOF RADIO ROOM
SWANKE HAYDEN CONNELL ARCHITECTS
MARCH 16, 1998

SCHEDULE 1

LONG LEAD ITEMS/WORK

1. Generator and all equipment supplied by the generator manufacturer including, without limitation, parallel switch gear.

2. Pumps for fuel oil, water, etc.

3. Items which must be specifically manufactured or fabricated. ?

← Millwork ?
Furniture?

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SCHEDULE 1

LONG LEAD ITEMS/WORK

1. Generator and all equipment supplied by the generator manufacturer including, without limitation, parallel switch gear.

2. Pumps for fuel oil, water, etc.

3. Items which must be specifically manufactured or fabricated. ?

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AFFIRMATION

The undersigned Landlord, Lessor, Licensor or Optionor affirms and declares that said Landlord, Lessor, Licensor or Optionor is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligations to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except

____

____

Full name of Landlord, Lessor, Licensor or Optionor: 7 World Trade Company, L.P.

Address 521 Fifth Avenue

City New York **State** New York **Zip Code** 10175

CHECK ON BOX AND INCLUDE APPROPRIATE NUMBER

[ ] A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

___ ___ ___

[ ] B - Partnership, Joint Venture or other unincorporated Organization
EMPLOYER IDENTIFICATION NUMBER

13-3744274

[ ] C - Corporation
EMPLOYER IDENTIFICATION NUMBER

7 WORLD TRADE COMPANY, L.P.
By: Silverstein 7 World Trade Company, Inc., General Partner

By: ______________________

Signature of an Officer or Duly Authorized Representative

Senior Executive Vice President — **Title**

March 20, 1998 — **Date**

If a corporation place seal here:

Under the Federal Privacy Act the furnishing of Social Security Numbers by Individuals on City City contracts is voluntary. Failure to provide a Social Security Number will not result in an individual's disqualification. Social Security Numbers will be used to identify Landlords, Lessors, Licensors or Optionors, to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses which seek City contracts.

FOR DCAS ONLY:

Agency	Address	IPIS Number