101 A OF A GROUND LESSEE LLC,

as Landlord

TO

NEW YORK GENOME CENTER, INC.,

as Tenant

Lease

Dated as of July 12, 2012

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EXHIBITS

Definitions

LEASE, dated as of July 12, 2012 (this "Lease" or this "lease") between 101 A of A GROUND LESSEE LLC ("Landlord"), a Delaware limited liability company whose address is c/o Edward J. Minskoff Equities, Inc., 1325 Avenue of the Americas, 23rd Floor, New York, New York 10019, and NEW YORK GENOME CENTER, INC. ("Tenant"), a Delaware corporation whose address is 590 Madison Avenue, 21st Floor, New York, New York 10022 prior to Tenant taking possession of the Premises for the conduct of its business, and thereafter Tenant's address shall be that of the Building.

W I T N E S S E T H

WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to hire from Landlord, on the terms hereinafter set forth, certain space in the office building located at 101 Avenue of the Americas, New York, New York (the "Building") on the land more particularly described in Exhibit A (the "Land"; the Land and the Building and all plazas, sidewalks and curbs adjacent thereto are collectively called the "Project").

NOW, THEREFORE, Landlord and Tenant agree as follows:

ARTICLE 1

Premises; Term; Use

1.01. Demise. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, subject to the terms and conditions of this Lease, the space on the entire 3rd, 4th, 5th, 6th, and 7th floors, inclusive, a portion of the 2nd floor and portions of the ground floor (the "Ground Floor Premises") of the Building (collectively, the "Premises") substantially as shown hatched on the plans annexed as Exhibit B. The 7th floor of the Building is herein referred to as the "7th Floor." Landlord and Tenant agree that the Premises are conclusively deemed to contain 165,289 rentable square feet (*i.e.*, 30,112 rentable square feet for each of the 3rd, 4th, 5th and 6th floors, inclusive, 15,551 rentable square feet for the 7th Floor (excluding the 7th Floor Roof Deck), 15,935 rentable square feet for the 2nd floor portion and 13,355 rentable square feet for the Ground Floor Premises).

1.02. Term. The term of this Lease (the "Term") shall commence on the Commencement Date and shall end, unless sooner terminated as herein provided, on September 30, 2033 (such date, as the same may be extended pursuant to Article 9, is called (the "Expiration Date").

1.03. Commencement Date.

(a) "Commencement Date" means the date of this Lease. Tenant acknowledges that, based on Tenant's inspection of the Premises, Landlord's Initial Work (including in the balance of the second (2nd) floor of the Building, subject to the provisions of Section 11.01(b)(6)) (which balance of the second (2nd) floor of the Building may or may not be

a part of the Premises, as provided in Articles 10 and 11), as described on Exhibit F annexed hereto, has been substantially completed. If, within ninety (90) days following the date hereof, Tenant gives written notice to Landlord informing Landlord that notwithstanding such inspection, any so-called "punch list" items (as such term is utilized in the New York City construction industry) of Landlord's Initial Work have not been completed in the Premises (or in the balance of the second (2nd) floor of the Building), then, without in any way affecting the occurrence of the Rent Commencement Date, Landlord shall complete such punch list items in the Premises within thirty (30) days following Landlord's receipt of such written notice from Tenant, except that with respect to the balance of the second (2nd) floor of the Building, Landlord shall only have such obligation to complete such punch-list items with respect such portions of the second (2nd) floor of the Building in respect of which Tenant has exercised the Initial Expansion Option in accordance with, and subject to, the provisions of Article 11. If Landlord does not complete any such work within such thirty (30) day period (or, with respect to the balance of the second (2nd) floor of the Building in respect of which Tenant has so exercised the Initial Expansion Option, within thirty (30) days after the Initial ES Commencement Date), Tenant may perform such work after ten (10) Business Days prior written notice to Landlord and deduct the costs incurred in connection therewith from the next future installment(s) of Rent. In connection with Landlord's performance of any such work in the Premises after the date hereof, Landlord shall, at its expense, perform such work with reasonable diligence and in a manner and at a time or times which are consistent with good construction and scheduling practices and which are designed to minimize interference with the performance of Initial Tenant Work in the Premises and Tenant's use and enjoyment of the Premises. After the mutual execution and delivery of this Lease, Landlord and Tenant shall promptly confirm the Rent Commencement Date and the Expiration Date by a separate instrument in the form set forth on Exhibit I; provided, that the failure to execute and deliver such instrument shall not affect the determination of such dates in accordance with this Lease and, provided further, that such Rent Commencement Date may be postponed as provided in Sections 1.04(b) and 2.02(d) hereof. Any dispute between Landlord and Tenant with respect to the Rent Commencement Date or the postponement thereof shall be resolved by expedited arbitration in accordance with Article 13 hereof. Pending the resolution of such dispute, and as a condition to Tenant's right to dispute the Rent Commencement Date or the postponement thereof, Tenant shall pay all sums required to be paid in accordance with Landlord's determination of the Rent Commencement Date (which shall in no event be earlier than October 1, 2013). If Tenant shall prevail in such dispute, an appropriate refund shall be made by Landlord to Tenant within thirty (30) days after the notification of the Arbiter's determination, together with interest thereon at the Interest Rate from the date on which Tenant shall have made such payment to Landlord until the date on which such overpayment shall have been fully refunded to Tenant.

(b) Except as otherwise expressly provided in this Lease to the contrary, if for any reason Landlord shall be unable to deliver possession of any other portion of the Building that is added to the Premises to Tenant on any date specified in this Lease for such delivery, Landlord shall have no liability to Tenant therefor and the validity of this Lease shall not be impaired, nor shall the Term be extended, by reason thereof. This Section 1.03 shall be an express provision to the contrary for purposes of Section 223-a of the New York Real Property Law and any other law of like import now or hereafter in effect.

1.04. Tenant Delay; Landlord Delay

(a) "Tenant Delay" means any actual delay which Landlord may actually encounter in the performance of Landlord's Additional Work, Landlord's Supplemental Work and/or the repairs and restoration to be performed by Landlord pursuant to Section 7.05, by reason of any act or omission of Tenant, its agents or contractors, including, without limitation, delays due to changes in or additions to Landlord's Additional Work requested in writing by Tenant, unreasonable delays by Tenant in the timely submission of information or giving authorizations or approvals or delays due to the postponement of any Landlord's Additional Work at the request of Tenant; provided, that no such delay shall constitute a Tenant Delay unless Landlord notifies Tenant, within three (3) Business Days after Landlord has actual knowledge of such delay (but if Landlord fails to so notify Tenant within any such three (3) Business Day period, such delay shall nevertheless be deemed a Tenant Delay from and after the date that Landlord so notifies Tenant of such Tenant Delay). As Landlord's sole remedy for such Tenant Delay with respect to the Landlord's Additional Work, the Completion Date will be postponed by one (1) day for each day of a Tenant Delay, in accordance with, and subject to, the provisions of Section 2.02(d). The parties shall use commercially reasonable efforts to minimize the effect of any Tenant Delay, but Landlord shall not be obligated to employ overtime or premium labor; provided, that and if Tenant requests such employment of overtime or premium labor, and provided the same is reasonably practical, Landlord shall, at Tenant's sole cost and expense, employ overtime or premium labor to minimize the effect of any such Tenant Delay.

(b) "Landlord Delay" means any actual delay which Tenant may actually encounter in the performance of Initial Tenant Work under this Lease by reason of any act or omission of any nature of Landlord, its agents or contractors, including, without limitation, delays by Landlord in the timely giving of authorizations or approvals, in the completion of Landlord's Additional Work or failure to provide services to Tenant which Landlord is obligated to provide pursuant to the provisions of this Lease; provided, that no such delay shall constitute a Landlord Delay unless Tenant notifies Landlord, within three (3) Business Days after Tenant has actual knowledge of such delay (but if Tenant fails to so notify Landlord within any such three (3) Business Day period, such delay shall nevertheless be deemed a Landlord Delay from and after the date that Tenant so notifies Landlord of such Landlord Delay). As Tenant's sole remedy for such Landlord Delay, the Rent Commencement Date will be postponed by one (1) day for each day of a Landlord Delay, in accordance with, and subject to, the provisions of Section 2.02(d). The parties shall use commercially reasonable efforts to minimize the effect of any Landlord Delay, but Tenant shall not be obligated to employ overtime or premium labor; provided, that and if Landlord requests such employment of overtime or premium labor, and provided the same is reasonably practical, Tenant shall, at Landlord's sole cost and expense, employ overtime or premium labor to minimize the effect of any such Landlord Delay.

1.05. Use. Subject to, in accordance with, and to the extent permitted by, all Laws, the certificate of occupancy for the Building and the Permitted CO Amendment and the other provisions of this Lease, the Premises shall be used and occupied by Tenant (and its permitted subtenants and occupants) solely as (x) general, executive and administrative offices (the "Primary Permitted Uses"), (y) (1) genome sequencing, (2) laboratory use for general

molecular biology practices and/or (3) laboratory uses of similar utility and general scientific basis and mission if such laboratory uses are related to such genome sequencing (collectively, "Supplemental Permitted Uses"), and (z) such ancillary uses in connection with the Primary Permitted Uses and the Supplemental Permitted Uses (including, without limitation, data storage, storage and neutralization tank, RO/DI Water, air and vacuum systems for laboratories, the installation use and maintenance of mechanical equipment, air-handling units, freezer farm, UPS and batteries) as shall be reasonably required by Tenant in the operation of its business consistent with the operation of Class-A office buildings in lower Manhattan (collectively "First-Class Buildings" and individually a "First Class Building") (such ancillary uses being herein referred to as "Ancillary Permitted Uses"), which Ancillary Permitted Uses shall include, without limitation, (1) using the Auditorium for presentations, seminars and other public gatherings, (2) using a portion of the Premises for a cafeteria for Tenant's employees and visitors, and (3) conference rooms, (but Tenant acknowledges and agrees that at least 4,479 zoning square feet as defined in the New York City Zoning Resolution, in the aggregate, of the Premises and the Mezz Space must be used for mechanical installations); provided, that in no event shall the Premises or Licensed Premises (or any portion thereof) be used for any of the following: (a) a banking, trust company, or safe deposit business, in each case open for business to the general public on an "off-the-street" basis, (b) a savings bank, a savings and loan association, or a loan company, in each case open for business to the general public on an "off-the-street" basis, (c) the sale of travelers' checks and/or foreign exchange, in each case open for business to the general public on an "off-the-street" basis, (d) a stock brokerage office whose business involves off-the-street retail sales to the general public, (e) a restaurant, bar or for the sale of food or beverages except through vending machines and portions of the Premises may be used for a cafeteria for use by Tenant and its employees and visitors, (f) photographic reproductions and/or offset printing other than such incidental photographic reproduction and/or printing as Tenant may perform in connection with the conduct of Tenant's usual business operations, (g) an employment or travel agency or airline ticket counter, except to service Tenant's employees, (h) a school or classroom, except that Tenant (and its permitted subtenants and occupants of the Premises) may use part of the Premises for classroom and educational purposes in furtherance of Tenant's own business (or the business of such permitted subtenants and occupants), (i) medical or psychiatric offices, (j) conduct of an auction except for charity auctions in connection with Tenant's business or philanthropic activities, (k) gambling activities, (l) conduct of obscene, pornographic or similar disreputable activities, (m) offices of an agency, department or bureau of the United States Government, any state or municipality within the United States or any foreign government, or any political subdivision of any of them, in each case other than an agency, department or bureau that operates as a so-called "white collar" agency, department or bureau (e.g., the Internal Revenue Service or the Securities and Exchange Commission), (n) except for use by Tenant or other permitted occupants under Article 5 hereof or other Section 5.01(c)(3) entities (within the meaning of the Internal Revenue Code) for scientific or academic endeavors, offices of any charitable, religious, union or other not-for-profit organization, (o) intentionally omitted, (p) a kitchen, for cooking (as opposed to warming) of food or any other use that requires exhaust or ventilation systems (other than exhaust and ventilation systems for mere office and laboratory use), (q) a narcotics, alcohol or substance abuse rehabilitation clinic or for the treatment of any narcotic addiction, alcoholism or substance abuse, (r) a mental health clinic, a sex therapy clinic, a public health clinic, a parenting, fertility or abortion clinic or center, or any similar clinic or

center, (s) the testing of, or experimentation on, or keeping of animals of any kind (including humans), except that Tenant shall be permitted to perform tests on animal and human tissue, (t) the treatment (as opposed to diagnosis) of any disease or condition, provided that diagnosis shall be performed remotely, i.e., the person being diagnosed does not have any physical procedures or other physical testing or evaluation performed at the Premises, (u) the performance of any medical or dental procedures, (v) as a hospital, whether on an out-patient or in-patient basis. The Premises shall not be used for any purpose which would lower the First-Class Building character of the Building, it being agreed that the Permitted Uses shall not be deemed to have such effect. For the purposes of this Lease, the Primary Permitted Uses, the Supplemental Permitted Uses and the Ancillary Permitted Uses are sometimes collectively referred to as the "Permitted Uses."

1.06. Additional Provisions Related to Use.

(a) Tenant covenants and agrees that the Premises shall be used in a manner consistent and in accordance with the New York City Health Code and all other applicable Laws.

(b) Nothing contained in this Article 1 or elsewhere in this Lease shall be deemed to constitute a warranty or representation by Landlord that the Premises (or any portion thereof) may now or at any time hereafter lawfully be used, occupied or operated for any of the Supplemental Permitted Uses or Ancillary Permitted Uses or that the Premises are or will be suitable for any of the Permitted Uses or that Tenant will be able to obtain the Permitted CO Amendment, Tenant hereby acknowledging that Landlord has made no such representation or warranty.

(c) No portion of the Premises shall be used, occupied or operated by Tenant or any person or entity claiming by, through or under Tenant, and Tenant covenants and agrees that it will not knowingly permit any portion of the Premises to be used, occupied or operated by any such person or entity, for any unlawful purpose, in violation of any provision of this Lease or in violation of any Law. If any governmental approval, license or permit shall be required for the proper and lawful conduct of business in, or occupancy of, the Premises, or any part thereof, based on Tenant's use or particular manner of use (as opposed to general office purposes) (including, without limitation, an amendment to the Building's certificate of occupancy that permits portions of the Premises to be used for the following: Non-Production chemical laboratories; Occupancy Group "B" – Zoning Use Group 17, Office; Occupancy Group "B"– Accessory to Use Group 17, Meeting Rooms; Occupancy Group "A-3" – Accessory to Use Group 17, Cafeteria; Occupancy Group "A-2" – Accessory to Use Group 17, Roof Accessory to "B" – Accessory to Use Group 17 (such amendment being herein referred to as the "Permitted CO Amendment")), Tenant, at its cost and expense, shall duly procure and thereafter maintain such approvals, licenses and/or permits, and submit the same for inspection by Landlord upon Tenant's receipt thereof. Tenant shall at all times comply with, and cause the compliance with, the terms and conditions of each such approvals, licenses and permits. The use of the Premises shall be subject to, and conditioned upon, procuring, maintaining and complying with such approvals, licenses and permits, but the failure or inability to procure, maintain or comply with such approvals, licenses or permits shall not (x) relieve or release Tenant from any of its

obligations or liabilities under this Lease, (y) constitute an actual or constructive eviction, or (z) impose any liability upon Landlord. To the extent the Permitted CO Amendment requires that the Landlord execute the application therefor, Landlord, at no cost to Landlord, shall execute such application, provided that (other than as to the uses expressly set forth above as to which the proviso shall not apply) in Landlord's reasonable judgment, the execution of such application by Landlord is not reasonably likely in Landlord's reasonable opinion to subject Landlord (or any person claiming by, through or under Landlord) to any criminal penalty or to prosecution for a crime (it being agreed that (i) if applicable Law provides that a crime cannot be charged while the same is being contested, then Landlord's execution of such application shall not be deemed reasonably likely to subject Landlord to any criminal penalty or criminal prosecution during such contest and (ii) no legal offense shall be deemed a crime for purposes of this Section 1.06(c) if the only potential consequence of such offense is the imposition of a fine which in all events will be paid by Tenant).

(d) No portion of the Premises shall be used, occupied or operated, and Tenant covenants and agrees that it will not permit any portion of the Premises to be used, occupied or operated or otherwise permit anything to be done in the Premises, in violation of the certificate of occupancy for the Building and the Permitted CO Amendment.

(e) A copy of the current certificate of occupancy of the Building is attached hereto as Exhibit J. Except in connection with the Permitted CO Amendment, Landlord shall maintain in effect throughout the Term the certificate of occupancy (or an equivalent replacement thereof) for the Building and shall not amend or modify such certificate of occupancy so as to eliminate any of the Permitted Uses.

ARTICLE 2

Rent

2.01. Rent. "Rent" shall consist of Fixed Rent and Additional Charges.

2.02. Fixed Rent.

(a) The fixed rent ("Fixed Rent") for the Premises shall be as follows:

(i) for the period (the "First Rent Period") commencing on the Rent Commencement Date and ending on the day immediately preceding the 5th anniversary of the Rent Commencement Date at the rate of $10,723,966.61 per annum payable in equal monthly installments of $893,663.88;

(ii) for the period (the "Second Rent Period") commencing on the 5th anniversary of the Rent Commencement Date and ending on the day immediately preceding the 10th anniversary of the Rent Commencement Date at the rate of $11,570,163.03 per annum payable in equal monthly installments of $964,180.25;

(iii) for the period (the "Third Rent Period") commencing on the 10th anniversary of the Rent Commencement Date and ending on the day immediately preceding the 15th anniversary of the Rent Commencement Date at the rate of $12,455,862.29 per annum, payable in equal monthly installments of $1,037,988.52; and

(iv) for the period (the "Fourth Rent Period") commencing on the 15th anniversary of the Rent Commencement Date and ending on the Expiration Date at the rate of $13,443,357.33 per annum, payable in equal monthly installments of $1,120,279.78.

(b) The Fixed Rent for the Mezz Space and LD Space (as defined in Article 12) shall be as follows:

(i) for the First Rent Period at the rate of $183,400.00 per annum payable in equal monthly installments of $15,283.33;

(ii) for the Second Rent Period at the rate of $201,740.00 per annum payable in equal monthly installments of $16,811.67;

(iii) for the Third Rent Period at the rate of $221,914.00 per annum, payable in equal monthly installments of $18,492.83; and

(iv) for the Fourth Rent Period at the rate of $244,105.40 per annum, payable in equal monthly installments of $20,342.12.

(c) (i) The Fixed Rent for the Parking Area (as defined in Section 8.23), which sometimes is herein referred to as the "Parking Charge," shall be as follows (for purposes of this Section 2.02(c)(i), the term "Parking Year" shall mean, for the first Parking Year, the period commencing on the Rent Commencement Date and ending on the last day of the calendar year in which occurs the day immediately preceding the first (1st) anniversary of the Rent Commencement Date and each twelve (12) month period thereafter):

PARKING YEAR	PARKING CHARGE (ANNUAL)	MONTHLY
1	$24,000.00	$2,000.00
2	$24,720.00	$2,060.00
3	$25,461.60	$2,121.80
4	$26,225.45	$2,185.45
5	$27,012.21	$2,251.02
6	$27,822.58	$2,318.55
7	$28,657.25	$2,388.10
8	$29,516.97	$2,459.75
9	$30,402.48	$2,533.54
10	$31,314.55	$2,609.55
11	$32,254.00	$2,687.83
12	$33,221.61	$2,768.47

13	$34,218.26	$2,851.52
14	$35,244.80	$2,937.07
15	$36,302.15	$3,025.18
16	$37,391.21	$3,115.93
17	$38,512.95	$3,209.41
18	$39,668.34	$3,305.70
19	$40,858.39	$3,404.87
20	$42,084.13	$3,507.01

(ii) The Fixed Rent for the Exhaust Shaft Area (as defined in Section 4.02(k)), which sometimes is herein referred to as the "Exhaust Shaft Charge," shall be as follows:

First Rent Period	$90,783.00 per annum	$7,565.25 per month
Second Rent Period	$97,103.16 per annum	$8,091.93 per month
Third Rent Period	$103,743.64 per annum	$8,645.30 per month
Fourth Rent Period	$111,209.56 per annum	$9,267.46 per month

The Fixed Rent payable pursuant to Section 2.02(a) and (b) above has been calculated on the basis of the following amounts per rentable square foot ("RSF"):

Floors 2-7	
First Rent Period	$63.04195/RSF
Second Rent Period	$68.17195/RSF
Third Rent Period	$73.56195/RSF
Fourth Rent Period	$79.62195/RSF
Ground Floor Premises	
First Rent Period	$85.79195/RSF
Second Rent Period	$90.79195/RSF
Third Rent Period	$95.79195/RSF
Fourth Rent Period	$100.79195/RSF

Mezz Space and LD Space	

First Rent Period	$35.00/RSF
Second Rent Period	$38.50/RSF
Third Rent Period	$42.35/RSF
Fourth Rent Period	$46.60/RSF

(d) Fixed Rent shall be payable by Tenant in advance on the Rent Commencement Date and on the first day of each calendar month thereafter; and provided further, that if the Rent Commencement Date is not the first day of a month, then Fixed Rent for the month in which the Rent Commencement Date occurs shall be prorated and paid on the Rent Commencement Date. "Rent Commencement Date" means October 1, 2013, as such date may be extended by each day of Landlord Delay or subject to further abatement as expressly provided herein; provided, that if Landlord's Additional Work shall not be substantially completed on or before August 31, 2012 (the "Completion Date") then, in addition to any other rent abatement or rent concession to which Tenant is entitled under this Lease and as Tenant's sole remedy for the failure of Landlord's Additional Work to have been substantially completed by the Completion Date, the Fixed Rent payable hereunder pursuant to Sections 2.02(a), (b) and (c) of this Lease shall be further abated (i) by one (1) day for each day during the first thirty (30) days after the Completion Date, (ii) one-and one-half (1 ½) days for each day during the next thirty (30) days after the Completion Date and (iii) two (2) days for each day thereafter, until Landlord's Additional Work has been substantially completed. The Completion Date shall be extended by one (1) day for each day that Landlord's Additional Work shall not have been substantially completed by reason of any Tenant Delay.

(e) Landlord's Additional Work shall be deemed to have been substantially completed on the date upon which Landlord's Additional Work has been completed, other than minor details or adjustments that will not adversely affect Tenant's ability to perform the Initial Tenant Work, provided, that Landlord shall remain obligated to expeditiously complete such incomplete details of, or adjustments to, Landlord's Additional Work.

(f) Notwithstanding anything in this lease to the contrary, during the period (the "RR Period") commencing on the Rent Commencement Date and continuing through the day immediately preceding the twenty-seven (27) month anniversary of the Rent Commencement Date, Tenant shall not be obligated to pay $119,434.41 per month out of the monthly Fixed Rent payable under this lease which amount shall be prorated on a per diem basis for partial months, provided that in no event shall the abatement of Fixed Rent pursuant to this subsection (f) exceed $3,224,728.97, in the aggregate.

(g) The monthly Fixed Rent set forth in Section 2.02(a) shall be reduced by an amount equal to the monthly "Fixed Cleaning Rent," which term means the amount determined by multiplying (x) $2.08 by (y) the number of rentable square feet from time to time constituting the Premises (excluding any portion of the Premises on the ground floor of the Building), but not the Licensed Portions.

2.03. Additional Charges. "Additional Charges" or "Additional Rent" means Tax Payments, Operating Payments and all other sums of money, other than Fixed Rent, at any time payable by Tenant under this Lease, all of which Additional Charges shall be deemed to be rent.

2.04. Tax Payments.

(a) "Base Tax Amount" means $5,133,948.00.

(b) "Taxes" means (i) the real estate taxes, vault taxes, assessments and special assessments levied, assessed or imposed upon or with respect to the Project and payable by Landlord, by any state, municipal or other government or governmental body or authority (including, without limitation, any taxes, assessments or charges imposed upon or against the Project, Landlord or the owner of the Project with respect to business improvement district (collectively, "BID Taxes")), (ii) all taxes assessed or imposed with respect to the rentals payable under this Lease other than general income and gross receipts taxes; provided, that any such tax shall exclude Commercial Rent or Occupancy Taxes imposed pursuant to Title 11, Chapter 7 of the New York City Administrative Code so long as such tax is required to be paid by tenants directly to the taxing authority and (iii) any reasonable out-of-pocket expenses actually incurred by Landlord in contesting such taxes or assessments and/or the assessed value of the Project, which expenses shall be allocated to the Tax Year to which such expenses relate. Notwithstanding the foregoing, in all Tax Years, the term "Taxes" shall exclude any transfer or mortgage taxes imposed in connection with a transfer of the Project (or any portion thereof) or any refinancing thereof and shall not take into account any abatement, benefit or deferral received by Landlord or granted to the Project in connection with any abatement, benefit, credit or deferral program, except that Taxes shall take into account the ICAP, provided, however, that for each Tax Year of the ICAP there shall be added to Taxes the ICAP Amount. If at any time the method of taxation shall be altered so that in lieu of or as a substitute for, the whole or any part of such real estate taxes, assessments and special assessments now imposed on real estate, there shall be levied, assessed or imposed (x) a tax, assessment, levy, imposition, fee or charge wholly or partially as a capital levy or otherwise on the rents received therefrom, or (y) any other substitute tax, assessment, levy, imposition, fee or charge, including, without limitation, business improvement district and transportation taxes, fees and assessments, then all such taxes, assessments, levies, impositions, fees or charges or the part thereof so measured or based shall be included in "Taxes". Except as permitted in this Section 2.04(b), "Taxes" shall not include any succession, gains, recording, transfer, refinancing, income, franchise, inheritance, capital stock or transfer, inheritance, capital stock, excise, excess profits, occupancy or rent, gift, estate, foreign ownership or control, payroll or stamp tax of Landlord or any superior party, any other tax assessment, charge or levy on the rent reserved under this Lease (except as expressly permitted pursuant to clause (ii) above), any charges and/or taxes which are customarily paid by individual tenants, which shall be made the obligation of such tenants as applicable, or any penalties or late charges imposed against Landlord or any superior party with respect to real estate taxes, assessments and the like. If the BID Taxes are eliminated or reduced after the date hereof, then, as of the date of such elimination or reduction, the Base Tax Amount shall be recalculated to take into account the elimination or reduction of the BID Taxes. For the purposes of this Lease,

"ICAP" means the real estate tax abatement benefit, if any, of the New York City Industrial and Commercial Abatement Program (or any similar real estate tax abatement program that replaces or otherwise succeeds or modifies the New York City Industrial and Commercial Abatement Program) in respect of the work Landlord has heretofore performed and is performing as of the date of this Lease, or intends to perform as part of the initial capital improvement program, to and at the Project (including, without limitation, certain portions of the work described in Exhibits F, S V and Y hereof), it being understood and agreed that Landlord shall have no obligation to apply for the ICAP, and if applied for, the ICAP may not be granted, and, if granted, the ICAP may result in the actual Taxes for the Tax Years during which the Project is subject to the ICAP being less than what the Taxes would otherwise be if the Project was not subject to the ICAP), and "ICAP Amount" means, if the Project becomes subject to the ICAP during the Term, an amount equal to fifty (50%) percent of the positive difference between (x) what the Taxes for a given Tax Year would be without taking into account any portion of the ICAP, less (y) what the Taxes for such Tax Year would be, taking into account the ICAP abatement of real estate taxes for such Tax Year (Landlord and Tenant hereby acknowledging that pursuant to the ICAP, the amount of the abatement of real estate taxes for each Tax Year is not the same). To illustrate the foregoing, if Taxes for a given Tax Year, as determined above, would be $6,000,000.00 without taking into account any portion of the ICAP, and, taking into account the ICAP abatement of real estate taxes for such Tax Year, Taxes, as determined above, for such Tax Year would be $5,500,000.00, then the ICAP Amount for such Tax Year would be $250,000.00 (i.e., fifty (50%) percent of the positive difference between $6,000,000.00, less $5,500,000.00); the Taxes on which the Tax Payment for such Tax Year are based would be $5,750,000.00 (i.e., $5,500,000.00, plus $250,000.00); and the Tax Payment for such Tax Year would be $238,005.53 (i.e., $5,750,000.00, less the Tax Base Amount of 5,133,948.00, multiplied by the Tenant's Tax Share of 38.634%).

(c) "Tax Year" means each period of 12 months, commencing on the first day of July of each such period, in which occurs any part of the Term, or such other period of 12 months occurring during the Term as hereafter may be adopted as the fiscal year for real estate tax purposes of the City of New York.

(d) "Tenant's Tax Share" is conclusively deemed to mean 38.634% (i.e., the agreed rentable square footage of the Premises (i.e., 165,289) divided by the agreed rentable square footage of the Building (i.e., 427,829) and shall not be subject to remeasurement.

(e)

(i) For each Tax Year or portion thereof occurring during the Term, Tenant shall pay to Landlord (each, a "Tax Payment") Tenant's Tax Share of the amount, if any, by which Taxes for such Tax Year are greater than the Base Tax Amount. The Tax Payment for each Tax Year shall be due and payable in installments in the same manner that Taxes for such Tax Year are due and payable by Landlord, whether to the City of New York, to a Superior Lessor, Superior Mortgagee or otherwise. Tenant shall pay each such installment within thirty (30) days after the rendering of a statement therefor by Landlord to Tenant, which statement may be rendered so as to require Tenant's Tax Payment to be paid by Tenant thirty

(30) days prior to the date such Taxes first become due. The statement to be rendered by Landlord shall set forth in reasonable detail the computation of Tenant's Tax Payment for the particular installment(s) being billed and shall contain a copy of the relevant tax bill, if available. Notwithstanding anything herein to the contrary, if Landlord has not received a tax bill on the date Taxes are otherwise payable to the City of New York, Landlord may provide to Tenant its reasonable estimate of the Tax Payment and Tenant shall pay such amount in the manner set forth above with a reconciliation as set forth in Section 2.04(e)(ii). If there shall be any increase in the Taxes for any Tax Year, whether during or after such Tax Year, or if there shall be any decrease in the Taxes for any Tax Year, the Tax Payment for such Tax Year shall be appropriately adjusted and paid or refunded, as the case may be, in accordance herewith. In no event, however, shall Taxes be reduced below the Base Tax Amount.

(ii) After the end of each Tax Year Landlord shall furnish to Tenant a statement of Tenant's Tax Payment for such Tax Year (and shall endeavor to do so within 180 days after the end of each Tax Year). If such statement shall show that the sums paid by Tenant, if any, under Section 2.04(e)(i) exceeded the Tax Payment to be paid by Tenant for the applicable Tax Year, Landlord shall refund to Tenant the amount of such excess; and if such statement shall show that the sums so paid by Tenant were less than the Tax Payment to be paid by Tenant for such Tax Year, Tenant shall pay the amount of such deficiency within thirty (30) days after demand therefor.

(f) If Landlord shall receive a refund of Taxes for any Tax Year in which Taxes exceed the Base Tax Amount, Landlord shall pay to Tenant within thirty (30) days of receiving any such refund, Tenant's Tax Share of the net refund (after deducting from such refund the reasonable out-of-pocket actual costs and expenses of obtaining the same, including, without limitation, appraisal, accounting and legal fees, to the extent that such costs and expenses were not included in the Taxes for such Tax Year); provided, that such payment to Tenant shall in no event exceed Tenant's Tax Payment paid for such Tax Year. The reference to "Tenant's Share" in this Section 2.04(f) shall be deemed to mean Tenant's Share in effect during the Tax Year to which the applicable refund relates; provided, that if Tenant's Share changed during such Tax Year, any refund to which Tenant is entitled under this Section 2.04(f) shall be appropriately adjusted.

(g) Intentionally omitted.

(h) With respect to each Tax Year, Landlord shall institute, and in good faith prosecute, tax certiorari or other proceedings to reduce the assessed valuation of the Project and otherwise to reduce the Taxes; provided, that if Landlord obtains with respect to any Tax Year a letter from its real estate tax counsel that in such counsel's opinion, considering only the Project and the Tax Year in question (and not any other real estate owned by Landlord), it would not be advisable or productive to bring such application or proceeding for such Tax Year, and stating the basis for such opinion, and if Landlord provides a copy thereof to Tenant, then Landlord shall not be so obligated to institute or prosecute such tax certiorari or other proceedings for such Tax Year.

(i) Any dispute between Landlord and Tenant as to whether any taxes, assessments, levies, impositions, fees or charges should be included in Taxes shall be determined by expedited arbitration in accordance with the provisions of Article 13 hereof. Pending the resolution of such dispute, and as a condition to Tenant's right to dispute whether such items are to be included in Taxes, Tenant shall pay the Tenant's Tax Payment in accordance with Landlord's determination. If Tenant shall prevail in such dispute, an appropriate refund shall be made by Landlord to Tenant within thirty (30) days after the notification of the Arbiter's determination, together with interest thereon at the Interest Rate from the date on which Tenant shall have made such payment to Landlord until the date on which such overpayment shall have been fully refunded to Tenant.

2.05. Operating Payments.

(a) "Base Operating Amount" means Operating Expenses for the Base Operating Year.

(b) "Base Operating Year" means calendar year 2013.

(c) "Landlord's Statement" means an instrument setting forth in reasonable detail the Operating Payment payable by Tenant for a specified Operating Year prepared and certified by Landlord.

(d) "Operating Expenses" means all expenses paid or incurred by or on behalf of Landlord in respect of the repair, replacement, maintenance, operation and security of the Project, including, without limitation (but without duplication and other than as specifically excluded below), (i) salaries, wages, medical, surgical, insurance (including, without limitation, group life and disability insurance), union and general welfare benefits, pension payments, severance payments, sick day payments and other fringe benefits of employees of Landlord, Landlord's Affiliates and their respective contractors engaged in such repair, replacement, maintenance, operation and/or security; (ii) payroll taxes, worker's compensation, uniforms and related expenses (whether direct or indirect) for such employees; (iii) the cost of fuel, gas, steam, electricity (except to leasable areas of the Building), heat, ventilation, air-conditioning and chilled or condenser water, water, sewer and other utilities, together with any taxes and surcharges on, and fees paid in connection with the calculation and billing of, such utilities (except to the extent payable by tenants of the Building directly or by a fee on account thereof); (iv) the cost of painting and/or decorating all areas of the Project, excluding, however, any space contained therein which is leasable to tenants; (v) the cost of casualty, liability, fidelity, rent and all other insurance regarding the Project; (vi) the cost of all supplies, tools, materials and equipment, whether by purchase or rental, used in the repair, replacement, maintenance, operation and/or security of the Project, and any sales and other taxes thereon (exclusive of items which would be capitalized under GAAP, except to the extent hereinafter provided); (vii) maintenance and repair of the Parking Area; (viii) the cost of cleaning and janitorial services (except to leasable areas of the Building) and security services, including, without limitation, glass cleaning, snow and ice removal and garbage and waste collection and disposal (except to leasable areas of the Building); (ix) the cost of all interior and exterior

landscaping located at or within the Project; (x) the cost of all alterations, repairs, replacements and/or improvements made at any time following the Base Operating Year by or on behalf of Landlord, whether structural or non structural, ordinary or extraordinary, foreseen or unforeseen, and whether or not required by this Lease, and all tools and equipment related thereto; provided, that if, Landlord shall purchase any item of capital equipment or make any capital expenditure (I) for capital improvements required by any Laws enacted after the date of this Lease or any modifications or amendments of presently existing Laws enacted after the date of this Lease or required in order to cause the Building to remain in compliance with any presently existing Law and/or requirement (but in no event including costs incurred in connection with the making of capital improvements in order to comply with existing Laws to the extent that the Building is not, as of the date hereof, in compliance with such existing Laws and/or requirements) or (II) based upon the recommendation of an independent professional in the subject industry, which are designed to result in a saving in the amount of Operating Expenses or to improve the operating efficiency or sustainability of the Building taking into account the cost of such capital equipment or expenditure, or (III) are, under generally accepted accounting principles consistently applied ("GAAP") are expressed or regarded as deferred expenses, then, in any of such cases, the cost of such capital equipment or expenditure shall be included in Operating Expenses for the Operating Year in which the costs are incurred and subsequent Operating Years, amortized on a straight line basis, over the useful life thereof as determined in accordance with GAAP, together with interest thereon at the Interest Rate in effect on December 31 of the Operating Year in which such costs were incurred and except as set forth in this clause (x), capital equipment and capital expenditures shall not be included in Operating Expenses; (xi) intentionally omitted; (xii) management fees (but not in excess of fees generally charged by independent managing companies of First-Class Buildings) provided, if the Building is managed by Landlord or a Landlord Affiliate, in an amount which shall be deemed to equal to 2% of all Fixed Rents and Additional Rents and Additional Charges collected from tenants or other occupants of the Building (it being understood that, as of the date of this Lease, Landlord represents that, Edward J. Minskoff Equities, Inc., a Landlord Affiliate, manages the Building); (xiii) all reasonable costs and expenses of legal, bookkeeping, accounting and other professional services; (xiv) intentionally omitted; and (xv) all other fees, costs, charges and expenses properly allocable to the repair, replacement, maintenance, operation and/or security of the Project, in accordance with then prevailing customs and practices of the real estate industry in the Borough of Manhattan, City of New York. Provision in this Lease for a cost or expense to be Landlord's cost or expense (or sole cost or expense), or at Landlord's cost or expense (or sole cost or expense) shall not affect the inclusion thereof in "Operating Expenses" if otherwise includable. Notwithstanding the foregoing, "Operating Expenses" shall not include the following:

(A) depreciation and amortization and other non-cash expenses (except with respect to the repairs, replacements, and/or improvements described in clauses I and II of clause (x) of this Section 2.05(d));

(B) principal and interest payments and other costs incurred in connection with any financing or refinancing of the Project or any portion thereof;

(C) the cost of tenant improvements made for tenant(s), occupants or prospective tenants or occupants of the Building including the cost of Landlord's Initial Work;

(D) brokerage commissions and advertising expenses incurred in procuring tenants for the Building;

(E) cost of any work or service performed for any tenant of the Building (including Tenant), whether at the expense of Landlord or such tenant, to the extent that such work or service is in excess of the work or service that Landlord is required to furnish Tenant under this Lease at the expense of Landlord;

(F) the cost of any electricity consumed in the Premises or in any other space in the Building leasable to tenants;

(G) Taxes;

(H) legal fees incurred in preparing leases for tenants or in enforcing the terms of any lease; and

(I) any cost to the extent Landlord is reimbursed therefor out of insurance proceeds or otherwise (other than by means of operating expense reimbursement provisions contained in the leases of other tenants).

(J) the cost of repairs or restoration necessitated by fire or other casualty or any condemnation;

(K) franchise taxes and income taxes of Landlord;

(L) costs and expenses that would otherwise constitute Operating Expenses to the extent relating exclusively to retail space in the Building.

(M) salaries, compensation or other benefits, including fringe benefits, paid in respect of employees of Landlord above the level of building manager;

(N) any cost stated in Operating Expenses representing an amount paid to an Affiliate of Landlord which is in excess of the amount which would be paid in the absence of such relationship (Landlord hereby agreeing that, except with respect to an Affiliate of Landlord serving as the Building's managing agent), Landlord shall specify

in reasonable detail on each Landlord's Statement which fees and expenditures were payable to any such Affiliate);

(O) the cost of installing, operating and maintaining any specialty such as (but not limited to) an observatory, broadcasting facilities, luncheon club, athletic or recreational club, theater, rehearsal hall, art gallery or garage including, without limitation, any compensation paid to clerks, attendants or other persons;

(P) except as set forth in Section 2.05(d)(xii), managing agents' fees or commissions in excess of the rates then generally charged by independent building management companies of First-Class Buildings;

(Q) the cost of correcting defects in the construction of the Building or in the Building equipment or the current renovation of the Building per the current capital improvement program at the Project, except that conditions (not occasioned by construction or equipment defects) resulting from ordinary wear and tear shall not be deemed defects for the purpose of this category;

(R) any insurance premium to the extent that Landlord is entitled to be reimbursed therefor by Tenant pursuant to this Lease or by any other occupant of the Building pursuant to its lease;

(S) the cost of any additions to the Building;

(T) bad debt loss, rent loss or reserves for either;

(U) costs in connection with the purchase, insurance, ownership or leasing of sculpture, paintings or other objects of art but excluding the costs of maintenance of same;

(V) costs incurred by Landlord arising out of its failure to perform or breach of any of its covenants, agreements, representations, warranties, guarantees or indemnities made under this lease;

(W) costs, fines, interest or penalties incurred by Landlord due to violations of any applicable governmental law, requirement or order;

(X) costs incurred in the removal, abatement or other treatment of asbestos or other hazardous or toxic substances present in the Premises, Building or on the Land;

(Y) costs associated with the operation of the business of the entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including, without limitation, accounting and legal expenses, costs of selling, syndicating, financing, mortgaging or hypothecating Landlord's interest in the Building, costs of any disputes between Landlord and its employees, or building managers;

(Z) overtime HVAC costs or electricity costs for Tenant or other Building tenants;

(AA) "takeover expenses" (i.e., expenses incurred by Landlord with respect to the leaseback by Landlord of space either located in another building or in the Building in connection with the leasing of space in the Building);

(BB) costs incurred in connection with the acquisition or sale of air rights, transferable development rights, easements or other real property interests;

(CC) costs of furnishing and installing replacement light bulbs and ballasts in office space leased to tenants in the Building;

(DD) costs incurred by Landlord to relocate tenants in the Building in order to consummate a specific lease or accommodate a specific tenant's request;

(EE) costs relating to withdrawal liability or unfunded pension liability under the Multi-Employer Pension Act or similar law;

(FF) attorneys' fees and disbursements and other costs in connection with any judgment, settlement or arbitration resulting from any liability of Landlord and the amount of such settlement or judgment;

(GG) arbitration expenses of Landlord (to the extent such expenses are unrelated to the maintenance, operation and

security of the Building or are in connection with leasing space in the Building or disputes with Tenant);

(HH) except as otherwise provided in Section 2.05(d)(x) above, costs of a capital nature, including but not limited to, capital additions, capital improvements, capital alterations, capital replacements, and capital equipment and/or capital redesign, all in accordance with GAAP, consistently applied;

(II) costs or expenses in connection with (i) services (including electricity) and items or other benefits of a type which are not standard for the Project or which are not available to Tenant without specific charge therefor, but which are provided to another tenant or occupant of the Project, whether or not such other tenant or occupant is specifically charged therefor by Landlord, or (ii) providing or replacing any separate electrical meter, water meter or other utility meters to any of the tenants of the Building;

(JJ) electric power costs for which any tenant directly contracts with the local public service company;

(KK) profits, franchise, gains, estate, income, succession, gift, corporation, unincorporated business and gross receipts taxes imposed upon Landlord, or any interest or penalties for failure to timely pay those taxes or any other taxes;

(LL) costs (including, without limitation, any taxes or assessments) allocable directly and solely to any revenue generating signs or other tenants' or occupants' signs and any signs designating the name of the Building (excluding any normal cleaning or maintenance of such signs other than revenue generating signs);

(MM) any expenses which are not paid or incurred in respect of the Project but rather in respect of other real property owned by Landlord, provided that with respect to any expenses attributable in part to the Project and in part to other real property owned or managed by Landlord (including salaries, fringe benefits and other compensation of a Landlord's personnel who provide services to both the Project and other properties), Operating Expenses shall include only such portion thereof as are apportioned by Landlord to the Project on a fair and equitable basis;

(NN) costs or fees relating to the defense of Landlord's title to or interest in the Project, or any part thereof; and

(OO) compensation paid to clerks, attendants or other persons in commercial concessions (such as a snack bar, restaurant or newsstand), if any, operated by Landlord or any Affiliate of Landlord.

(PP) costs directly resulting from the negligence of Landlord, its employees, agents and/or contractors or costs arising out of Landlord's negligent failure to manage the Property consistently with the standard required by this Lease to the extent that such expense would not have been incurred in the absence of such negligence;

(QQ) contributions to operating expense reserves;

(RR) contributions to charitable or political organizations or professional or lobbying associations;

(SS) ground rent or any other payments under Superior Leases (other than payments which independent of the Superior Lease, would constitute an Operating Expense hereunder), including, without limitation, the so-called "Special Additional Rent" payable under the Ground Lease;

(TT) the rental cost of items which (if purchased) would be capitalized and excluded from Operating Expenses, except if the cost of such items (if purchased) would be included in Operating Expenses pursuant to Section 2.05(d)(x);

(UU) any interest, fine, penalty or other late charges payable by Landlord, incurred as a result of late payments, except to the extent the same was with respect to a payment, part or all of which was the responsibility of Tenant hereunder and with respect to which Tenant did not make in a timely fashion or did not make at all;

(VV) any payments received by Landlord for recyclable materials and waste paper for the Building shall be deducted from Operating Expenses;

(WW) costs which would duplicate costs otherwise included in Operating Expenses;

(XX) any costs expressly excluded in the text of the inclusions to Building Operating Expenses set forth in Section 2.05(d) above;

(YY) any costs for any parking garage operator or valet service; and

(ZZ) cleaning expenses for the Building except for common and public areas.

(e) "Operating Year" means each calendar year in which occurs any part of the Term.

(f) "Tenant's Operating Share" is conclusively deemed to mean 38.85% (i.e., the agreed rentable square footage of the Premises (i.e., 165,289) divided by the agreed rentable square footage of the Building (excluding retail space) (i.e., 425,379) and shall not be subject to remeasurement.

(g) Commencing January 1, 2014, for each Operating Year, Tenant shall pay to Landlord (each, an "Operating Payment") Tenant's Operating Share of the amount, if any, by which Operating Expenses for such Operating Year exceed the Base Operating Amount.

(h) If during any relevant period, including the Base Operating Year, (i) any rentable space in the Building shall be unoccupied, and/or (ii) the tenant or occupant of any space in the Building undertook to perform work or services therein in lieu of having Landlord perform the same and the cost thereof would have been included in Operating Expenses, then, in any such event, the Operating Expenses for such period shall be increased to reflect the Operating Expenses that would have been incurred if such space had been occupied or if Landlord had performed such work or services with respect to 100% of the Building, as the case may be.

(i) Landlord may furnish to Tenant, prior to the commencement of each Operating Year, a reasonably itemized statement setting forth Landlord's reasonable estimate of the Operating Payment for such Operating Year. Tenant shall pay to Landlord on the first day of each month during such Operating Year, an amount equal to 1/12th of Landlord's estimate of the Operating Payment for such Operating Year. If Landlord shall not furnish any such estimate for an Operating Year or if Landlord shall furnish any such estimate for an Operating Year subsequent to the commencement thereof, then (A) until the first day of the month following the month in which such estimate is furnished to Tenant, Tenant shall pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 2.05 in respect of the last month of the preceding Operating Year; (B) after such estimate is furnished to Tenant, Landlord shall notify Tenant whether the installments of the Operating Payment previously made for such Operating Year were greater or less than the installments of the Operating Payment to be made in accordance with such estimate, and (x) if there is a deficiency, Tenant shall pay the amount thereof within thirty (30) days after

demand therefor, or (y) if there is an overpayment, Landlord shall refund to Tenant the amount thereof within thirty (30) days after such reconciliation; and (C) on the first day of the month following the month in which such estimate is furnished to Tenant and monthly thereafter throughout such Operating Year Tenant shall pay to Landlord an amount equal to 1/12th of the Operating Payment shown on such estimate. Landlord may, during each Operating Year, furnish to Tenant a revised statement of Landlord's estimate of the Operating Payment for such Operating Year, and in such case, the Operating Payment for such Operating Year shall be adjusted and paid or refunded as the case may be, substantially in the same manner as provided in the preceding sentence.

(j) Landlord shall furnish to Tenant a Landlord's Statement for each Operating Year including the Base Operating Year (and shall endeavor to do so within one hundred eighty (180) days after the end of each Operating Year and the Base Year). If Landlord's Statement shall show that the sums paid by Tenant, if any, under Section 2.05(i) exceeded the Operating Payment to be paid by Tenant for the applicable Operating Year, Landlord shall refund to Tenant the amount of such excess within thirty (30) days after the date Landlord gives Tenant such Landlord's Statement, together with interest thereon at the Interest Rate from the date(s) of the relevant payment(s) made by Tenant until the day that such overpayment shall have been refunded in full to Tenant); and if the Landlord's Statement shall show that the sums so paid by Tenant were less than the Operating Payment to be paid by Tenant for such Operating Year, Tenant shall pay the amount of such deficiency within thirty (30) days after demand therefor.

(k)

(i) Tenant, upon notice given within one hundred eighty (180) days after Tenant's receipt of a Landlord's Statement with respect to any Operating Year, may elect to have Tenant's designated (in such notice) certified public accountant (who may be an employee of Tenant but may not be a person or entity compensated on a contingency basis) examine such of Landlord's books and records (collectively "Records") relating to such Operating Year along with Records regarding disputed items during the two (2) Operating Years prior to the Operating Year being audited (it being agreed that Tenant's review of Records regarding disputed items during such two (2) previous Operating Years shall be for the sole purpose of assisting Tenant in its review of the Operating Year covered by the applicable Landlord's Statement, and shall not be deemed to permit Tenant to challenge any items of Operating Expenses for such two (2) previous Operating Years if Tenant is not otherwise entitled to challenge such items for such Operating Years pursuant to the provisions of this Section 2.05). As a condition to Tenant's right to review the Records, Tenant shall pay all sums required to be paid in accordance with the Landlord's Statement in question. If Tenant shall not give such notice within such one hundred eighty (180) day period, then such Landlord's Statement shall be conclusive and binding upon Tenant. Tenant and Tenant's employees, accountants and agents shall treat all Records as confidential, and, upon request by Landlord, shall confirm such confidentiality obligation in writing. In no event shall the provisions of this Section 2.05(k)(i) be deemed to limit Tenant's rights of discovery and disclosure in any action or proceeding, or be construed so as to prohibit Tenant from complying with the directive of any court or arbitrator.

(ii) Tenant, within one hundred eighty (180) days after the date on which the Records are first made available to Tenant, may send a notice ("Tenant's Statement") to Landlord that Tenant disagrees with the applicable Landlord's Statement, specifying in reasonable detail the basis for Tenant's disagreement and the amount of the Operating Payment Tenant claims is due. If Tenant fails timely to deliver a Tenant's Statement, then such Landlord's Statement shall be conclusive and binding on Tenant. Landlord and Tenant shall attempt to resolve such disagreement. If they are unable to do so, Tenant shall notify Landlord, within one hundred eighty (180) days after the date on which the Records are made available to Tenant in connection with the disagreement in question, that Tenant desires to have such disagreement determined by an Arbiter, and promptly thereafter Landlord and Tenant shall designate a member of a certified public accounting firm having at least ten (10) accounting professionals with at least twenty (20) years of experience in lease audits or a real estate attorney who has at least twenty (20) years' experience leasing office space in the City of New York (the "Arbiter") whose determination made in accordance with this Section 2.05(k)(ii) shall be binding upon the parties. If the determination of the Arbiter shall substantially confirm the determination of Landlord, then Tenant shall pay the cost of the Arbiter. If the Arbiter shall substantially confirm the determination of Tenant, then Landlord shall pay the cost of the Arbiter. In all other events, the cost of the Arbiter shall be borne equally by Landlord and Tenant. If Landlord and Tenant shall be unable to agree upon the designation of the Arbiter within 15 days after receipt of notice from the other party requesting agreement as to the designation of the Arbiter, which notice shall contain the names and addresses of two or more parties meeting the above requirements who are acceptable to the party sending such notice, then either party shall have the right to request the American Arbitration Association (or any organization which is the successor thereto) (the "AAA") to designate the Arbiter meeting the above requirements whose determination made in accordance with this Section 2.05(k)(ii) shall be conclusive and binding upon the parties, and the cost of such shall be borne as provided above in the case of the Arbiter designated by Landlord and Tenant. Any determination made by an Arbiter shall not exceed the amount determined to be due in the first instance by Landlord's Statement, nor shall such determination be less than the amount claimed to be due by Tenant in Tenant's Statement, and any determination which does not comply with the foregoing shall be null and void and not binding on the parties. In rendering such determination such Arbiter shall not add to, subtract from or otherwise modify the provisions of this Lease, including the immediately preceding sentence. Pending the resolution of any contest pursuant to this Section 2.05(k)(ii), and as a condition to Tenant's right to prosecute such contest, Tenant shall pay all sums required to be paid in accordance with the Landlord's Statement in question. If Tenant shall prevail in such contest, an appropriate refund shall be made by Landlord to Tenant within thirty (30) days after the notification of the Arbiter's determination, together with interest thereon at the Interest Rate from the date on which Tenant shall have made such payment to Landlord until the date on which such overpayment shall have been fully refunded to Tenant). The term "substantially" as used in this Section 2.05(k)(ii), shall mean a variance of 5% or more of the Operating Payment in question.

(iii) Landlord hereby agrees to maintain and preserve Records with respect to each Operating Year for a period of at least five (5) years following the end of such Operating Year. Tenant's payment of any Operating Payment shall not preclude Tenant

from later disputing the correctness of the applicable Landlord's Statement in accordance with, and subject to, the provisions of this Section 2.05.

2.06. Tax and Operating Provisions.

(a) In any case provided in Section 2.04 or Section 2.05 in which Tenant is entitled to a refund, Landlord may, in lieu of making such refund, credit against the next installments of Rent any amounts to which Tenant shall be entitled. Except for allowing Tenant to receive such refund or taken such credit, nothing in this Article 2 shall be construed so as to result in a decrease in the Fixed Rent. If this Lease shall expire or terminate before any such credit shall have been fully applied, then Landlord shall, subject to Landlord's right to offset amounts then due and payable by Tenant to Landlord, refund to Tenant the unapplied balance of such credit within thirty (30) days of such expiration or termination.

(b)

(i) Landlord's failure to render or delay in rendering a Landlord's Statement with respect to any Operating Year or any component of the Operating Payment shall not prejudice Landlord's right to thereafter render a Landlord's Statement (or corrected Landlord's Statement) with respect to any such Operating Year or any such component; provided, that such Landlord's Statement (or corrected Landlord's Statement) is delivered within two (2) years after the close of the Operating Year in question. If Landlord shall not render any Landlord's Statement (or corrected Landlord Statement) within the relevant two (2) year period, then Landlord shall be deemed to have waived any right to render such Landlord's Statement (or corrected Landlord's Statement).

(ii) Landlord's failure to render or delay in rendering any statement with respect to any Tax Payment or installment thereof shall not prejudice Landlord's right to thereafter render such a statement, provided such statement is delivered within two (2) years following the later of (i) the close of the Tax Year in question or (ii) the final determination of the Taxes for the Tax Year in question, nor shall the rendering of a statement for any Tax Payment or installment thereof prejudice Landlord's right to thereafter render a corrected statement therefor within such two (2) year period. If Landlord shall not render any statement (or corrected statement) within the relevant two (2) year period, then Landlord shall be deemed to have waived any right to render such statement (or corrected statement).

(c) Intentionally omitted.

(d) Each Tax Payment in respect of a Tax Year, and each Operating Payment in respect of an Operating Year, which begins prior to the Commencement Date or ends after the expiration or earlier termination of this Lease, and any tax refund pursuant to Section 2.04(f), shall be prorated to correspond to that portion of such Tax Year or Operating Year occurring within the Term.

(e) In no event shall Tenant be entitled to any refund or reduction in Rent if Operating Expenses for any Operating Year are less than the Base Operating Amount or if Taxes for any Tax Year are less than the Base Tax Amount.

2.07. Electric Charges.

(a) The Building is equipped with risers, feeders and wiring to furnish electric service to the Premises with a capacity set forth in Section 3.01(a)(v), including the capacity in respect of the Mezz Space, notwithstanding the fact that there is no electric panel serving the Mezz Space. A submeter or submeters or Con Edison meter shall measure the amount of Usage" solely to the Premises. To the extent not presently installed or not operational, such meter(s) will be furnished and installed, or made operational, by Landlord, at its sole cost and expense as part of Landlord's Initial Work and shall be maintained, repaired and replaced by Landlord, at its expense, as required throughout the Term, except that Tenant, at its sole cost and expense, shall connect the electrical distribution to the Mezz Space and LD Space to the metering system that measures Usage in the Ground Floor Premises (so that the Usage in and to the Mezz Space and LD Space is measured by said metering system) and shall connect the electrical distribution to the 7th Floor Roof Deck to the metering system that measures Usage in the 7th Floor portion of the Premises (so that the Usage in and to the 7th Floor Roof Deck is measured by said metering system). Where more than one submeter measures the amount of Usage, Usage through such submeters shall be totalized utilizing an electronic totalizing meter (to be installed by Landlord, at its sole cost and expense as part of Landlord's Additional Work if not previously installed), and maintained and repaired by Landlord, at its sole cost and expense, through the Term) or totalizing software and computed and billed as if measured by a single submeter in accordance with the provisions of this Section 2.07;

(b) Any additional risers, feeders or other equipment or service proper or necessary to supply Tenant's additional electrical requirements in excess of the initial 900 KW feeder being provided pursuant to Exhibit F, will, upon written request of Tenant, be installed by Landlord or by Tenant with Landlord's approval, all at the reasonable cost and expense of Tenant, if in Landlord's reasonable judgment, the same are necessary and will not cause permanent damage or injury to the Building or the Premises or cause or create a dangerous or hazardous condition or interfere with or disturb other tenants or occupants in any material respect. Rigid conduit only will be allowed except that notwithstanding anything to the contrary herein, the wiring for power may be put in armored "BX" cable in accordance with all Laws in effect at time of installation. All branch circuit and feeder wiring shall be tagged at each box or panel. Tags must indicate circuit numbers and a complete panel directory must be listed in each panel.

(c) For purposes of this Section 2.07:

(i) "Usage" shall mean Tenant's actual usage of electricity in the Premises and the Licensed Portions as measured by the aforesaid metering system for each calendar month or such other period as Landlord shall determine during the term of this Lease

and shall include the energy consumed (kilowatt hours) and peak and/or non-peak demand (kilowatts);

(ii) "Landlord's Rate" shall mean the average rate and service classification (including all applicable taxes, surcharges, demand charges, energy charges, fuel adjustment charges, time of day charges and other sums payable in respect thereof) pursuant to which Landlord purchases electric current for the Building from the public utility company supplying electric current to the Building;

(iii) "Basic Cost" shall mean the product of (i) Usage multiplied by (ii) Landlord's Rate.

(iv) "Tenant's Cost" shall mean an amount equal to the sum of (i) the Basic Cost plus (ii) five (5%) percent of the Basic Cost for Landlord's overhead and expenses in connection with submetering. If Tenant exercises the right set forth in Section 2.07(j), Landlord shall not be entitled to such Tenant's Cost including the five (5%) percent increase on the cost to Tenant of such electricity furnished pursuant to Section 2.07(j).

(d) Landlord shall, from time to time but not more often than monthly and not less frequently than quarterly, 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 thirty (30) days after receipt of each such invoice accompanied by reasonable back-up documentation therefor, 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, such taxes shall be passed on to, included in the bill to and paid by, Tenant to Landlord, as additional rent.

(e) 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 for Tenant's requirements unless such change is due to the negligence or an act or omission of Landlord, its agents, contractors, or employees, including, but not limited to, Landlord's failure to pay bills therefor but Landlord shall in no event be liable for any consequential damages.

(f) 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 Premises and the Licensed Portions would result in an overload of the electrical circuits servicing the Premises and the Licensed Portions in excess of the capacity as set forth in Section 3.01(a)(v).

(g) Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the then existing feeders to the Building or the risers or wiring installation as set forth in Section 3.01(a)(v). Tenant shall furnish, install and replace, as

required, all lighting tubes, bulbs and ballasts required in the Premises and the Licensed Portions, at Tenant's sole cost and expense.

(h)

(i) In the event the submetering system installed for the measurement of electricity consumption in the Premises and/or the Licensed Portions or any alternative submetering system installed by Landlord at a later date, becomes prohibited from use, then Landlord shall, upon reasonable prior notice to Tenant, redistribute electricity to Tenant on a rent inclusion basis, and Landlord, at its expense, shall cause an independent third-party electrical engineer chosen by Landlord or an independent electrical consulting firm selected by Landlord (hereinafter referred to as the "Electrical Consultant") to survey and determine Usage in, and Basic Cost for, the Premises from time to time (at least once per twelve (12) month period), and the Electrical Consultant shall make such determination using Landlord's prior meter reading records and consumption criteria generally accepted in the Metropolitan New York City area including a suitable diversity or demand factor in its survey, and Landlord's Rate in effect at the time, and shall include the energy consumed and peak and/or off peak demand, for all electricity consumed by Tenant, plus five (5%) percent of the Basic Cost for Landlord's expenses and administration fees.

(ii) The determination of Tenant's Cost by the Electrical Consultant shall be binding and conclusive on Landlord and on Tenant from and after the delivery of copies of such determinations to Landlord and Tenant, unless, within ninety (90) days after delivery thereof, Tenant disputes such determination. If Tenant so disputes the determination, it shall, at its own expense, obtain from a reputable, independent third-party electrical consultant its own determinations in accordance with the provisions of this Article and the Landlord's meter reading records. Tenant's consultant and the Electrical Consultant then shall seek to agree in good faith. If they cannot agree within thirty (30) days, they shall choose a third reputable electrical consultant whose cost shall be shared equally by the parties, to make similar determinations which shall be controlling. (If they cannot agree on such third consultant within ten (10) days, then either party may apply to the Supreme Court in the County of New York for such appointment). However, pending such controlling determinations, Tenant shall pay to Landlord the Total Cost in accordance with the determinations of the Electrical Consultant. If the controlling determinations differ from the Electrical Consultant, then the parties shall promptly make adjustments for any deficiency owed by Tenant or overage paid by Tenant, together with interest at the Interest Rate.

(i) Landlord shall, during the term of this Lease, maintain an auxiliary electric generator on the roof of the Building ("Landlord's Generator") capable of generating electrical power and providing 900 KW of such power ("Tenant's Emergency Power KW") to the Premises in the event of an interruption or failure in the supply of electricity to the Premises (and for no other purpose), it being understood and agreed that Tenant shall be responsible for bringing such electrical power from the Premises to the Licensed Portions. Tenant shall, as part of the initial Alterations, install the connections necessary (including an automatic transfer switch risers, junction boxes, pull boxes and other appurtenances) required to connect Landlord's

Generator to the Premises and the Licensed Premises in a location designated by Landlord to provide Tenant's Emergency Power KW to portions of the Premises and the Licensed Portions designated by Tenant and reasonably acceptable to Landlord. In consideration for Landlord's making Tenant's Emergency Power KW available to Tenant, Tenant shall pay to Landlord, as Additional Rent, $125,000.00 per annum), payable in equal monthly installments of $10,416.67 per month at the same time and in the same manner as Fixed Rent (the "KW Charge"), but commencing on the earliest to occur of (x) the date Tenant (or any person or entity claiming by, through or under Tenant) first occupies any portion of the Premises for business, (y) the date on which any portion of the Premises or Licensed Portions is first connected to the Landlord's Generator, and (z) the Rent Commencement Date, without additional charge for fuel oil, service and maintenance charges, and prorated on a *per diem* basis for partial months. Commencing on January 1, 2014 and continuing on each subsequent January 1 the then applicable KW Charge shall be increased by three percent (3%) per annum, on a compound basis. Notwithstanding the foregoing, Tenant may irrevocably elect to decrease Tenant's Emergency Power KW by written notice given to Landlord at any time prior to the one-year anniversary of the Rent Commencement Date and in such event the KW Charge shall be proportionately reduced.

(j) Notwithstanding anything to the contrary contained in this Section 2.07, Tenant shall have the right, but not the obligation, to obtain electrical energy directly from the public utility furnishing electric service to all or any portion of the Premises and/or one or more other electricity providers selected by Landlord with pricing that is competitive with such public utility (the "Electricity Provider"). To the extent Tenant elects to exercise such right, Tenant shall make its own arrangements with the Electricity Provider for the furnishing of electricity to the Premises or portion thereof, and the costs of such service, including any deposits or fees, shall be paid by Tenant directly to the Electricity Provider, and Tenant shall not be obligated to pay any Tenant's Cost as additional rent. Such electricity may be furnished to Tenant by means of the then existing electrical facilities serving the Premises and the use of such existing electrical facilities shall be at no cost to Tenant.

2.08. Manner of Payment. Tenant shall pay all Rent as the same shall become due and payable under this Lease, including Fixed Rent and recurring Additional Charges (e.g., Operating Payments, Tax Payments, and electric charges pursuant to Section 2.07) (collectively, "Recurring Additional Charges"), and all other sums at Tenant's election, either by wire transfer of immediately available federal funds as directed by Landlord in accordance with wiring instructions given by Landlord at least thirty (30) days in advance, or by check (subject to collection) drawn on a bank that clears through The Clearing House Payments Company L.L.C. in each case at the times provided herein, and except as otherwise provided in this Lease, without notice or demand and without setoff or counterclaim, except set-offs and abatements to which Tenant shall be entitled to pursuant to the express terms of this Lease. All Rent shall be paid in lawful money of the United States and, if paid by check, shall be paid to Landlord at its office or such other place in the continental United States as Landlord may from time to time designate. If Tenant fails timely to pay any Rent within five (5) Business Days after the due date thereof, Tenant shall pay interest thereon from the date when such Rent became due to the date of Landlord's receipt thereof at the Default Rate provided, that no such interest shall be payable until Landlord has given such notice to Tenant of nonpayment one other time in any twelve (12)

month period. Any Additional Charges for which no due date is specified in this Lease shall be due and payable on the 30th day after the date of invoice. If Tenant shall have paid the correct amount of Rent in compliance with Landlord's instructions pertaining to a wire transfer, but the funds shall have been misdirected or not accounted for properly by the recipient bank designated by Landlord, then the same shall toll the due date for such payment until the wired funds shall have been located.

2.09. Security.

(a) Concurrently with the execution of this Lease, Tenant shall deliver to Landlord, as security for the performance of Tenant's obligations under this Lease, an unconditional, irrevocable letter of credit in the amount of $10,998,149.61 (the "Security Deposit Amount") in form and content as the draft letter of credit annexed hereto as Exhibit X or otherwise in form and content reasonably satisfactory to Landlord and issued by a bank reasonably satisfactory to Landlord (the "Letter of Credit"). Landlord hereby pre-approves Citibank, N.A. and JP Morgan Chase Bank as permitted issuing banks of the Letter of Credit. The beneficiary of the Letter of Credit shall be Landlord, a Superior Lessor or a Superior Mortgagee. The Letter of Credit shall provide that: (A) the only documentation required to draw on the Letter of Credit is a sight draft, (B) partial draws are permitted, (C) it is assignable by the then beneficiary in its entirety without charge, and (D) either (x) it shall expire on a date which is no earlier than the date (the "LC Date") which is sixty (60) days after the last day of what would be the second Renewal Term (assuming that the Term is renewed for both Renewal Terms or (y) it is automatically self-renewing until a date which is no earlier than the LC Date, unless the issuer of the Letter of Credit gives the beneficiary thereunder not less than sixty (60) days' prior written notice of the issuer's intention not to renew the Letter of Credit. If the beneficiary is given such non-renewal notice and the Letter of Credit is not renewed at least thirty (30) days prior to the then expiration date thereof or if Tenant holds over in the Premises without the consent of Landlord after the expiration or termination of this Lease, Landlord may draw upon the Letter of Credit and hold the proceeds thereof as a cash security deposit for the performance of Tenant's obligations under this Lease. In addition, in the event Tenant defaults under any of the terms, covenants or conditions in this Lease on Tenant's part to observe, perform or comply with (including the payment of any installment of Fixed Rent or any amount of Additional Rent), and (except in the case where the Term has ended or in the case of a circumstance under which Landlord is prohibited or barred by applicable law from sending notice to Tenant of such default) Tenant fails to cure such default after the giving of any required notice under this Lease of such default and the expiration of any applicable cure period, (i) Landlord may draw upon the Letter of Credit and thereupon receive the monies represented by the Letter of Credit and use, apply, or retain the whole or any part of such proceeds, or (ii) in the event that Landlord is holding a cash security, Landlord may use, apply, or retain the whole or any part of the cash security. If Landlord shall have so drawn upon the Letter of Credit (or the cash security deposit), Tenant shall, within thirty (30) days of demand, provide Landlord with either an amendment to the Letter of Credit which increases the available proceeds under the Letter of Credit to the Security Deposit Amount, or a substitute Letter of Credit in the amount of the Security Deposit Amount and which otherwise meets the requirements of this Section 2.09 (the foregoing being herein referred to as "Letter of Credit Replenishment"); and pending the amendment or replacement of

such Letter of Credit and the cure of any default of Tenant hereunder, the amount so drawn by Landlord shall be held as a cash deposit, which Landlord shall hold in accordance with applicable law and which may be used, applied and/or retained by Landlord to remedy defaults by Tenant in the payment or performance of any of Tenant's obligations under this Lease which continues after any required notice and the expiration of any applicable cure period. Landlord, at no expense to Landlord, shall coordinate with the issuer of such amendment or substitute Letter of Credit and with Tenant for the exchange of such amendment or substitute Letter of Credit for such existing Letter of Credit or cash security deposit (or the amount thereof not used, applied or retained by Landlord) in a manner reasonably requested by such issuer and reasonably approved by Landlord such that Landlord shall at all times have control over either such amendment or substitute Letter of Credit or such cash security deposit (or the amount thereof not used, applied or retained by Landlord).

(b) Provided Tenant is not in default under this Lease and Tenant has surrendered the Premises to Landlord materially in accordance with all of the terms and conditions of this Lease, (i) Landlord shall return to Tenant the Letter of Credit (or the proceeds thereof) or (ii) if Landlord shall have drawn upon the Letter of Credit (or the proceeds thereof) to remedy defaults by Tenant in the payment or performance of any of Tenant's obligations under this Lease, Landlord shall return to Tenant that portion, if any, of the proceeds of the Letter of Credit remaining in Landlord's possession (together with a statement from Landlord regarding how the Letter of Credit was used, applied or retained), in either case, within twenty (20) days after the last day of the Term. Notwithstanding the foregoing, provided Tenant has surrendered the Premises to Landlord materially in accordance with all of the terms and conditions of this Lease, if Tenant is in default under this Lease and such default(s) can be remedied by Landlord using, applying and/or retaining all or a portion of the remaining Letter of Credit (or the proceeds thereof), Landlord, to the extent permitted by applicable Laws and the provisions of this Lease shall use, apply and/or retain the Letter of Credit (or proceeds thereof) to remedy such default(s) so as to satisfy the proviso in the first (1st) line of this subsection (b) and, upon such remedy, Landlord shall return to Tenant the Letter of Credit or the proceeds thereof.

(c) Provided that on the Reduction Date (A) Tenant is not then in default under this Lease which continues after any required notice and the expiration of any applicable cure period, (B) none of the Events of Default described in subsections 6.03(g), (h) or (i) have occurred, and (C) if Landlord has theretofore drawn on the Letter of Credit by reason of such default on the part of Tenant, the Letter of Credit Replenishment has occurred in full, Tenant shall be entitled to a $916,512.47 reduction in the amount of the Letter of Credit (the "Reduction Amount") on the 5th anniversary of the Rent Commencement Date and the 6th, 7th, 8th, 9th, and 10th anniversaries of the Commencement Date (each a "Reduction Date"). In no event shall the Letter of Credit be reduced to less than $5,499,074.81. Within ten (10) Business Days after each Reduction Date, Tenant shall deliver to Landlord an amendment to the Letter of Credit (the form and substance of such amendment to be reasonably satisfactory to Landlord), reducing the amount of the Letter of Credit by the Reduction Amount, and Landlord shall promptly execute the amendment and such other documents as are reasonably necessary to reduce the amount of the Letter of Credit in accordance with the terms hereof. Notwithstanding the foregoing, if at the time Landlord would otherwise be obligated to honor a request for such

reduction, but for the fact that at such time Tenant is in default under this Lease which has continued after any required notice and the expiration of any applicable cure period, Landlord shall become obligated to honor such request for reduction if and when such default is cured, provided (x) this Lease has not been terminated, and (y) none of the Events of Default described in subsections 6.03(g), (h), or (i) have occurred.

(d) Landlord may draw on the Letter of Credit only in accordance with the provisions of this Section 2.09.

2.10 Disputes. Notwithstanding anything to the contrary contained herein, if Tenant disputes in good faith the amount of any item of Additional Charges (other than Recurring Additional Charges) that Tenant is obligated to pay to Landlord pursuant to the terms of this Lease and submits such dispute or disputes to expedited arbitration in accordance with the provisions of Article 13 within ninety (90) days of such dispute(s) (if such dispute(s) has not otherwise been resolved by the parties), then Tenant may withhold all such payments of up to the Dispute Cap (as hereinafter defined) pending the outcome of such expedited arbitration under Article 13, and if Tenant is required by such arbitration to pay all or any portion of such withheld amount to Landlord, Tenant shall promptly do so with interest at the Interest Rate on such amount for the period of time such amount was withheld. Any such disputed amount(s) in excess of the Dispute Cap which is paid by Tenant pursuant to the terms of this Section 2.10 shall be (at Tenant's option) promptly refunded to Tenant or, if not so refunded, credited against the next installment(s) of Fixed Rent and Additional Charges otherwise payable by Tenant under this Lease, in either case with interest thereon at the Interest Rate from the date of such overpayment until the date so repaid or credited to Tenant, if and to the extent that it shall be determined in the arbitration that Landlord was not entitled to such payments. The provisions of this Section 2.10 shall survive the expiration or earlier termination of this Lease. The "Dispute Cap" shall mean $50,000 per annum in the aggregate (i.e., the aggregate of all disputed non-recurring Additional Charges as to which Tenant is then withholding payment), which $50,000 amount shall be increased by three percent (3%) every year starting on January 1, 2014 on a compound basis.

ARTICLE 3

Landlord Covenants

3.01. Landlord Services.

(a) Landlord shall furnish the Premises (excluding the Ground Floor Premises and not to any portion of the Licensed Portions, except as otherwise expressly provided below) with the following services (collectively "Landlord's Services") commencing on the dates set forth below:

(i) commencing September 1, 2012, heat, ventilation and air-conditioning ("HVAC") to the Premises by way of water cooled package air-conditioning units (the "Building Package Units") with a sixty (60) ton capacity on each of the second (2^{nd}) through the sixth (6^{th}) floors and a thirty (30) ton capacity on the seventh (7^{th}) floor during Business

Hours on Business Days substantially in accordance with the design specifications set forth in Exhibit D attached hereto; if Tenant shall require heat, ventilation or air conditioning services at any other times, Landlord shall furnish such service (A) in the case of a Business Day, upon receiving notice from Tenant by 3:00 p.m. of such Business Day and (B) in the case of a day other than a Business Day, upon receiving notice from Tenant by 3:00 p.m. of the immediately preceding Business Day, and Tenant shall pay to Landlord as Additional Rent, within thirty (30) days after demand $40.00 per hour for the first floor (or portion thereof) for which such service is requested, and $10.00 per hour for each additional floor (or portion thereof) for which such service is requested at the same time, which amounts shall be increased by three (3%) percent per year commencing January 1, 2014 on a compound basis. Upon not less than sixty (60) days prior notice to Landlord, Tenant may request that, commencing on the first day of the month which is at least sixty (60) days after receipt by Landlord of such notice and continuing for the next twelve (12) calendar months, Landlord provide to the Premises (except for the Ground Floor Premises) HVAC on a twenty four (24) hours per day, seven (7) days a week basis and, if so requested and provided, Tenant shall pay to Landlord, as Additional Rent on account of HVAC service to the Premises (except for the Ground Floor Premises) on hours other than Business Hours and on days other than Business Days, the amount of $361,530.00.00 per annum ($30,127.50 per month) on the first day of each calendar month during such period, at the same time and in the same manner as Fixed Rent, but commencing on the first (1st) day of such twelve (12) month period, as opposed to the Rent Commencement Date (and prorated on a *per diem* basis for partial months), which amounts shall be increased by three (3%) percent every year starting on January 1, 2014, on a compound basis. (For the purposes of explanation, said $361,530.00 was determined by multiplying $67.50 (i.e., $30 for the 1st floor of the Premises and $7.50 for the each of the other 5 floors of the Premises, excluding the Ground Floor Premises), by 103 hours/week (i.e., the number of non-Business Hours during a typical week), by 52 weeks.) In addition to the foregoing, all electricity used in connection with the operation of the Building Package Units and related equipment (but not the Building's water tower) shall be measured by the metering system described in Section 2.07 and shall be supplied with electricity in accordance with, and subject to, all of the terms, covenants and conditions contained in Sections 2.07 and 3.01(a)(v);

(ii) commencing on the date Tenant installs the meters set forth in this subsection (ii) and causes same to be operational, steam at 15 PSI. Tenant shall be responsible for the cost to distribute steam within the Premises and Tenant shall install and maintain, at Tenant's expense, meters to measure Tenant's consumption of steam and Tenant shall reimburse Landlord for the quantities of steam shown on such meters at Landlord's cost for the production or purchase of such steam plus five (5%) percent thereof within thirty (30) days of demand accompanied by reasonable back-up information;

(iii) commencing on the Commencement Date, (A) non-exclusive passenger elevator service to each floor of the Premises at all times during Business Hours on Business Days, with at least one passenger elevator subject to call at all other times, provided that Landlord, at its sole cost and expense, shall convert the passenger elevators to a destination dispatch system in accordance with the specifications set forth on Exhibit V annexed hereto, on or before December 31, 2012. Passenger elevator cars will be rotated out of service,

one car at a time, to install the destination dispatch system. In the event the destination dispatch system or the turnstile security system referenced in Section 3.01(a)(vii) is not installed and operational on or before December 31, 2012, Landlord, at its sole cost and expense (and not includable as an Operating Expense) shall hire adequate security personnel in accordance with the standards for a First Class Building to restrict unauthorized access from the lobby to the Premises until such destination dispatch system or turnstile security system is installed and operational, (B) non-exclusive freight elevator service to the Premises on a first come-first served basis (i.e., no advance scheduling) during Business Hours on Business Days at no cost to Tenant, and on a reserved basis at all other times upon the payment of Landlord's then established charges therefor (which are, for 2012, set forth in Exhibit W attached hereto), Tenant hereby acknowledging and agreeing that the then-applicable labor agreement may require Landlord to use the freight elevator operator for a minimum period of time and that Tenant shall be obligated to pay for such minimum period regardless of whether Tenant requires the use of the freight elevator for the entire minimum period, and that Tenant (and all persons and entities claiming by, through or under Tenant) shall be required to use the Building's freight elevator on such reserved basis to transport all construction materials and equipment, (C) non-exclusive access to the Building loading dock on a first come-first served basis (i.e., no advance scheduling) during Business Hours on Business Days at no cost to Tenant, and on a reserved basis at all other times upon the payment of Landlord's then established charges therefor (which are, for 2012, set forth in Exhibit W attached hereto), Tenant hereby acknowledging and agreeing that the then-applicable labor agreement may require Landlord to use the loading dock security guard for a minimum period of time and that Tenant shall be obligated to pay for such minimum period regardless of whether Tenant requires the use of the Building loading dock for the entire minimum period, and that Tenant (and all persons and entities claiming by, through or under Tenant) shall be required to use the Building loading dock on such reserved basis in connection with transporting all construction materials and equipment, and (D) subject to emergency conditions and in accordance with all applicable Laws, Tenant shall have the exclusive right to use the existing low rise service elevator on the south side of the lobby servicing the ground floor through the sixth (6^{th}) floor (said elevator being herein referred to as the "Low Rise Service Elevator"), provided, that all costs of operating and maintaining the Low Rise Service Elevator shall be borne by Tenant (provided that, upon the written request of Tenant, Landlord shall include the Low Rise Service Elevator under Landlord's elevator maintenance contract and, for the period(s), if any, that the Low Rise Service Elevator is included under Landlord's elevator maintenance contract, Tenant shall reimburse Landlord, from time to time, within thirty (30) days of Landlord's demand, for the portion of Landlord's elevator maintenance contract reasonably allocated by Landlord to such dedicated elevator, which demand shall include, or be accompanied by, an explanation of how such allocation was made. The Low Rise Service Elevator shall be delivered on the Commencement Date in good working order and in compliance with all applicable Laws, it being understood and agreed that notwithstanding the fact that the floor plan for the 2^{nd} floor portion of the Premises that is attached to this Lease as Exhibit B indicates that the area in which the Low Rise Service Elevator is located is included in the 2^{nd} floor portion of the Premises, neither Tenant nor any person or entity claiming by, through or under Tenant, shall access the second (2^{nd}) floor of the Building via the Low Rise Service Elevator unless and until the Premises includes those portion(s) of the second (2^{nd}) floor of the Building that abut the doors of the Low Rise Service Elevator.

Notwithstanding the foregoing, Tenant shall be entitled to up to 250 hours of free overtime freight elevator use on Business Days for its initial move into the Building and for hoisting construction materials;

(iv) commencing September 1, 2012, reasonable quantities of cold water to the floor(s) on which the Premises are located for core lavatory, pantry and cleaning purposes only and reasonable quantities of hot water to the floor on which the Premises are located for core lavatory purposes only; if Tenant requires water for any other purpose, Landlord shall furnish cold water at the Building core riser through a capped outlet located on the floors on which the Premises are located (within the core of the Building), and Tenant shall be responsible (x) to bring such water to the Premises, including the installation of any necessary piping in connection therewith and (y) for the installation, maintenance and repair of any hot water heater(s) necessary to heat such water and any costs associated in connection therewith; Tenant shall install and maintain, at Tenant's expense, as part of Initial Tenant Work, meters to measure Tenant's consumption of water for such other purposes in which event Tenant shall reimburse Landlord for the quantities of water shown on such meters within thirty (30) days of demand accompanied by reasonable back-up documentation;

(v) electrical capacity of six (6) watts, demand load, per RSF contained in the Premises (including the Ground Floor Premises) and the Mezz Space (notwithstanding the fact that there is no electric panel serving the Mezz Space); such electrical capacity shall be supplied via the Building Bus Duct and shall be available at the electrical closet on the floor of the Building as set forth on Exhibit F on which the Premises is located (it being understood and agreed that Tenant shall be responsible for bringing such electrical capacity from the electrical closets to the Premises and to the Licensed Portions and for paying for the Usage in the Licensed Portions as if same were a part of the Premises (notwithstanding the electrical capacity is not based on the RSF of the Licensed Portions, other than the Mezz Space)); in no event shall Tenant's consumption of electricity exceed the capacity of existing feeders to the Building or the risers or wiring serving the Premises or the Mezz Space, provided such feeders, risers and wiring are capable of providing a capacity of six (6) watts demand load per RSF of the Premises and the Mezz Space, nor shall Tenant be entitled to any unallocated power available in the Building unless, in Landlord's reasonable judgment (taking into account the then existing and future needs of other then existing and future tenants, and other needs of the Building), the same is available and necessary for Tenant's use (and if, in fact, Landlord determines at any time that the electrical capacity available to the Premises is more than the specified wattage referred to above, Landlord may (in its sole discretion) take such actions as may be necessary to reduce such capacity to the amount specified above, provided such actions do not unreasonably interfere with Tenant's use and occupancy of the Premises). In addition to the foregoing, Landlord shall furnish electricity to power the Building Package Units which serve the Premises (other than Ground Floor Premises) ; and

(vi) Subject to applicable Laws and in accordance with Landlord's reasonable security procedures consistent with a First-Class Building, including those set forth on Exhibit Y annexed hereto from and after January 1, 2013 and subject to Force

Majeure, Tenant shall have access to the Premises 24 hours per day, 7 days per week, 365 days per year.

(vii) Landlord and Tenant acknowledge that Landlord is currently exploring the economic, mechanical and practical feasibility of connecting the turnstile security and visitor management system described in Exhibit Y annexed hereto to the destination dispatch elevator system described in Exhibit V annexed hereto, which would enable Tenant's employees or visitors who have been approved for entry through the turnstile and the visitor management system to be assigned an elevator at such turnstile for access to a particular floor of the Premises. Landlord and Tenant acknowledge and agree that nothing herein shall be deemed to obligate Landlord to connect such systems if, in Landlord's reasonable determination, such connection would not be economically, mechanically and practically feasible.

(b)

(i) Landlord may stop or interrupt any Landlord Service, electricity, or other service and may stop or interrupt the use of any Building facilities and systems at such times as may be necessary and for as long as may reasonably be required by reason of Force Majeure, or the making of repairs, alterations or improvements, or inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, or by reason of any other cause beyond the reasonable control of Landlord. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant by reason of any stoppage or interruption of any Landlord Service, electricity or other service or the use of any Building facilities and systems. Except in a case of emergency, Landlord shall endeavor to provide Tenant with reasonable advance notice of such stoppage or interruption and where practicable, shall consult with Tenant and use commercially reasonable efforts to coordinate such stoppages or interruptions with Tenant's schedule. Landlord shall use reasonable diligence (which shall not include incurring overtime charges except in an emergency situation) to make such repairs as may be required to machinery or equipment within the Project to provide restoration of any Landlord Service and, where the cessation or interruption of such Landlord Service has occurred due to circumstances or conditions beyond the Project boundaries, to cause the same to be restored by diligent application or request to the provider in accordance with the standards of a First-Class Building;

(ii) Notwithstanding anything to the contrary contained in this Lease, if the Premises or a material portion thereof shall be rendered Untenantable and Tenant is prevented from using, and does not use, the Premises or any portion thereof, for the ordinary conduct of Tenant's business, for seven (7) consecutive Business Days (the "Eligibility Period") solely as a result of Landlord's default in its obligation to provide the services described in Sections 3.01(a)(i), 3.01(a)(ii), 3.01(a)(iii), 3.01(a)(iv), 3.01(a)(v) and 3.01(e), (and not, in whole or in part, by reason of Force Majeure, Casualty or any act or omission of Tenant, its agents, invitees, licensees, employees or contractors), then, provided that Tenant shall have given Landlord a notice within two (2) Business Days after the Premises, or a portion thereof, has been rendered Untenantable, advising Landlord of such untenantability, which notice shall contain the following statement in capitalized bold type: **"IF YOU FAIL TO REMEDY THE**

PROBLEM REFERENCED IN THIS NOTICE WITHIN THE TIME PERIOD SPECIFIED IN SECTION 3.01(b) OF THE LEASE, WE MAY BE ENTITLED TO A RENT ABATEMENT IN ACCORDANCE WITH SUCH SECTION", Tenant, as its sole and exclusive remedy, shall be entitled to an abatement of the Fixed Rent and Recurring Additional Rent, for such time (excluding the Eligibility Period) that Tenant is so prevented from using, and does not use, the Premises or such portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is so prevented from using, and does not use, bears to the total rentable area of the Premises. Notwithstanding the foregoing, Tenant shall not be entitled to any such abatement to the extent that Tenant receives insurance proceeds for the payment of such Fixed Rent or Recurring Additional Rent. "Force Majeure" means the occurrence of any of the following: (1) strike, (2) lockouts or other labor troubles, (3) governmental preemption in connection with a national emergency, (4) any rule, order or regulation of any governmental agency, (5) conditions of supply or demand which are affected by war or other national, state or municipal emergency, (6) fire or other casualty, (7) civil disturbance, act of the public enemy, riot, sabotage, blockade, embargo or explosion, (8) acts of God (such as, by way of example only, tornado, earthquake, hurricane, washout or storm) or (9) the existence of any other event beyond a party's reasonable control; provided, however, lack of funds shall not be deemed Force Majeure.

(c) If at any time during the Term, Tenant or any person or entity claiming by, through or under Tenant, re-distributes electrical service among the various portions of the Premises and/or the Licensed Portions, so that the electrical service being furnished to any portion of the Premises or the Mezz Space is less six (6) watts, demand load, per RSF of the space in question (exclusive of electricity for the Building Package Units), then on or before the last day of the Term for all such portions of the Premises or Mezz Space, Tenant, at its sole cost and expense, shall redistribute the electrical service within the Premises and the Licensed Portions so that all portions of the Premises and Mezz Space with respect to which the Term is so ending is being furnished with electrical service of not less than six (6) watts, demand load, per RSF (exclusive of electricity for the Building Package Units). If Tenant fails, or elects not, to perform such redistribution work, Landlord, at its election, may perform such work on Tenant's behalf, in which event, Tenant shall reimburse Landlord for the reasonable actual costs paid or incurred by Landlord to perform same within thirty (30) days after Landlord's demand therefor.

(d) "Business Hours" means 8:00 a.m. to 6:00 p.m. (8:00 a.m. to 8:00 p.m. with respect to HVAC Services only), on weekdays (except holidays) and 8:00 a.m. to 1:00 p.m. on Saturdays (except holidays), "Business Days" means all days except Sundays, holidays and any other days which are either (i) observed by both the federal and the state governments as legal holidays or (ii) designated as a holiday by the applicable Building Service Union Employee Service contract or Operating Engineers contract.

(e) Tenant shall have the right to install, in accordance with, and subject to, the applicable provisions of this Lease, supplementary or auxiliary HVAC equipment to serve the Premises, subject to Tenant's submission of, and Landlord's reasonable approval of, the plans and specifications for such equipment and the installation thereof, which shall not be unreasonably withheld, conditioned or delayed. The foregoing right shall not limit or otherwise

modify Tenant's obligations under this Lease. Landlord agrees to make available to Tenant up to 350 tons of supplemental condenser water upon Tenant's request therefor. Whether or not Tenant shall have installed such supplementary or auxiliary HVAC equipment and whether or not Tenant actually uses such 350 tons of supplemental condenser water, Tenant shall pay to Landlord, as Additional Rent, an annual fee for such supplemental condenser water equal to $175,000.00 ($14,583.33 per month), payable in equal monthly installments, in advance, on the first day of each calendar month, at the same time and in the same manner as Fixed Rent, but commencing on the earliest to occur of (x) the date Tenant (or any person or entity claiming by, through or under Tenant) first occupies any portion of the Premises for business, (y) the date on which any supplementary or auxiliary HVAC equipment is first connected to the Building's condenser water system (other than for testing purposes) or the date that any supplemental or auxiliary HVAC equipment is first used (other than for testing purposes), and (z) the Rent Commencement Date (the earlier of such dates being herein referred to as the "Condenser Water Commencement Date," and prorated on a *per diem* basis for partial months. Commencing on January 1, 2014 and continuing on each subsequent January 1 the then applicable annual fee for such supplemental condenser water shall be increased by three percent (3%) per annum, on a compound basis. There will be no cost to Tenant for any "tap-in" to the Building condenser water system and for any drain-down of such system. Subject to Laws and the provisions of Section 3.01, condenser water will be provided to the Premises 24 hours per day, 7 days per week. The system providing such condenser water shall be connected to the Building's emergency generator. All electricity used in connection with the operation of the supplementary or auxiliary HVAC equipment shall be measured by the metering system described in Section 2.07 and shall be supplied with electricity in accordance with, and subject to, all of the terms, covenants and conditions contained in Sections 2.07 and 3.01(a)(v). The supplementary or auxiliary HVAC equipment shall be operated by Tenant at Tenant's sole cost and expense.

(f) Cleaning.

(i) Tenant shall retain Tenant's own contractor reasonably acceptable to Landlord for the cleaning of the Premises and the Licensed Portions and Landlord shall have no obligation to clean the Premises or the Licensed Portions or any part thereof provided, that (A) Tenant's contractor shall store all of its equipment and supplies and material within the Premises, and Landlord shall furnish no space therefor; (B) Tenant shall bag all rubbish, garbage, waste and other debris and remove such items from the Premises to the Building loading dock at least daily on Business Days at such times as are reasonably designated by Landlord. Tenant agrees that it shall independently contract, at its sole cost and expense, for the removal of all rubbish, refuse and waste from the Premises, utilizing contractors and subcontractors approved (in writing, in advance) by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. The removal of such rubbish, refuse, garbage shall be subject to such non-discriminatory rules and regulations as, in the reasonable judgment of Landlord, are necessary for the proper operation of the Building. Tenant shall comply with all applicable requirements, if any, of the Departments of Health and Sanitation of the City of New York and other Laws relating to the treatment of such rubbish including, without limitation, Section 27-1501 of the New York Environmental Conservation Law and Section 1389(a) of the New York Public Health Law (hereinafter referred to as

"Disposal Law") prior to its placement for disposal including, without limitation, sorting and separating all of its rubbish, refuse and waste into such categories as provided by Disposal Laws and/or requirements;

(ii) Notwithstanding anything in this lease to the contrary, with respect to any form of Regulated Medical Waste (hereinafter collectively referred to as "Medical Waste") as defined in applicable Disposal Laws, Tenant covenants and agrees that Tenant will store, remove and transport all such Medical Waste in compliance with all Disposal Laws. All carters of Medical Waste from the Premises and the Building shall be hired by Tenant at its sole cost, expense and risk, and shall be duly licensed as required by any federal, state and local public authorities having jurisdiction and shall carry insurance with respect to the handling, transportation, and disposal of Medical Waste in such amounts and with insurers and in such form as required by any applicable laws, and such carters shall provide copies of such licenses and insurance certificates to Landlord prior to commencing any carting services at the Building. Tenant shall pay all costs, expenses, fines, penalties or damages which may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section. Tenant shall accumulate garbage only in sealed containers, as hereinbefore provided, and, shall (A) retain such sealed containers inside the Premises during the hours of 6:00 a.m. to 6:00 p.m.; and (B) place such garbage in such sealed containers outside the Premises only in the area designated by Landlord for garbage pick-up, and only during the hours of 6:00 p.m. and 6:00 a.m., except in strike and emergency situations. Notwithstanding the foregoing, all Medical Waste shall be accumulated in containers as required by Disposal Laws and shall only be placed outside the Premises in accordance with Disposal Laws;

(iii) If the Premises (or any portion thereof) at any time become infested with vermin, Tenant shall, at Tenant's sole cost and expense, cause the same to be exterminated from time to time, to the reasonable satisfaction of Landlord. Tenant shall cause any such vermin to be exterminated immediately upon discovery of such vermin or immediately upon notice thereof from Landlord. If any of the common areas of the Building shall be or become infested with vermin, Landlord shall at Landlord's expense cause the same to be exterminated from time to time. If the premises demised to any tenant (other than Tenant) shall be or become infested with vermin, Landlord shall exercise any of its rights under its lease with such tenant to require that tenant, at its expense, to cause the same to be exterminated from time to time to the reasonable satisfaction of Landlord ;

(iv) Tenant shall not encumber or obstruct, or permit to be encumbered or obstructed at any time, any portion of the sidewalk, entrances or common and public areas of the Building adjacent to or abutting upon the Premises; and

(v) without limiting the generality of Section 4.02(a), the provisions of Section 4.02 hereof relating to the avoidance of union-related conflict shall apply to the performance of work by Tenant's contractor.

(vi) Landlord shall clean the exterior (i.e., outside surface only) of the façade windows of the Premises above the ground floor of the Building two (2) times per year ("Exterior Window Cleaning").

(g) There shall be excluded from Operating Expenses including, without limitation, the Base Operating Amount, all costs incurred for the cleaning of the Premises and leasable areas of the Building and the monthly Fixed Rent shall be reduced by an amount equal to the monthly Fixed Cleaning Rent, as more particularly provided in Section 2.02(g).

(h) Certain Repairs. Notwithstanding any contained in this Lease to the contrary, Landlord, for itself and its employees, agents and contractors, reserves the right to refuse to perform any repairs or services in any portion of the Premises which, pursuant to Tenant's routine safety guidelines, practices or custom or prudent industry practices, require any form of protective clothing or equipment other than safety glasses. In any such case, Tenant shall contract with parties who are acceptable to Landlord, in Landlord's reasonable discretion, for all such repairs and services, and Landlord shall equitably adjust Tenant's Share of Operating Expenses in respect of such repairs or services.

(i) Building Security. From and after the date that Tenant first occupies any portion of the Premises for business, Landlord shall cause to be provided to the Building security personnel, equipment and procedures with respect to ingress to, and egress from, the Building, 24 hours per day, 365 days per year, consistent with First Class Buildings. As of the date of this Lease, the intended security program for the Building is described in Exhibit Y hereto. Said security program, including the equipment used in connection therewith, is subject to change from time to time during the Term, as Landlord, in its reasonable determination, deems necessary or desirable, but which changes shall be consistent with the security programs of First Class Buildings and shall not increase Tenant's obligations, or reduce Tenant's rights, under this Lease (in either case, other than to a de minimis extent). In addition, Landlord may from time to time adopt reasonable additional or replacement programs, systems and procedures for the security and safety of the Building, its occupants, entry, use and contents which shall not increase Tenant's obligations, or reduce Tenant's rights, under this Lease (in either case, other than to a de minimis extent). Tenant, its subtenants, all other occupants of the Premises, and their respective agents, employees, contractors, guests and invitees, shall comply with Landlord's security program, systems and procedures (and all additions thereto and replacements thereof). Landlord shall have no obligation to provide additional security to protect Tenant's Property or Tenant's personnel or installations. Notwithstanding anything contained in this Section or Exhibit Y hereto to the contrary, Landlord shall not be liable in any manner for the failure of any security program to prevent or control, or apprehend anyone suspected of personal injury, property damage or any criminal conduct in, on or around the Project.

3.02. Force Majeure. Except as may otherwise be expressly provided in this Lease, this Lease and the obligation of Tenant to pay Rent and observe, perform and comply with all of the other terms, covenants, conditions and agreements hereunder on part of Tenant to

be observed, performed and/or complied with shall in no way be affected, impaired or excused because Landlord is unable to observe, perform or comply with any of its obligations under this Lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if Landlord is prevented or delayed from so doing by reason of Force Majeure.

ARTICLE 4

Leasehold Improvements; Tenant Covenants

4.01. Certain Landlord's Work.

(a) Subject to the provisions of Section 1.03, Landlord and Tenant acknowledge and agree that Landlord has performed or caused to be performed the work described on Exhibit F and designated as Landlord's Initial Work thereon ("Landlord's Initial Work") in accordance with the provisions thereof. Landlord shall not be required to perform any work, pay any work allowance except as provided in Section 8.20 and except as set forth in Section 4.09, render any services to make the Premises (including the Initial Expansion Space, if Tenant exercises the Initial Expansion Option) ready for Tenant's use and occupancy, subject only to Landlord's performance of Landlord's Additional Work and Landlord's obligation to provide services as provided in Article 3 of this Lease, and Tenant shall accept possession and occupancy of the Premises on the Commencement Date (and the Initial Expansion Space on the Initial ES Commencement Date, if any) in their then "AS-IS" condition and state of repair. During Tenant's performance of its Initial Tenant Work, Landlord, at Landlord's expense, shall perform or caused to be performed the additional work described on Exhibit F ("Landlord's Additional Work") and Tenant, Landlord and their respective contractors and subcontractors shall perform all such work in a manner so as to minimize interference with the other party's work. All initial improvements which do not constitute Landlord's Initial Work or Landlord's Additional Work shall constitute Alterations and shall be performed by Tenant at Tenant's expense in accordance with Section 4.02. Landlord's Initial Work and Landlord's Additional Work are sometimes in this Lease collectively referred to as "Landlord's Work."

(b) (i) On or prior to December 31, 2012 (which date shall be extended by one (1) day for each day that Landlord's Supplemental Work shall not have been substantially completed by reason of any Tenant Delay; such date, as so extended, being herein referred to as the "Landlord's Supplemental Work Outside Date"), Landlord shall substantially complete the following work (herein collectively referred to as the "Landlord's Supplemental Work"): (i) all plaza upgrade work in or about the entrances to the Building and all main Building lobby entrance upgrade work (in both cases substantially as shown in Exhibit S annexed hereto), and (ii) the first (1st) Exterior Window Cleaning.

(ii) If Landlord fails to substantially complete the Landlord's Supplemental Work by the Landlord's Supplemental Work Outside Date (as same may be so extended), and provided Tenant is actually occupying the Premises (above the Ground Floor

Premises) for the conduct of business therein, then, commencing on the date next succeeding the Landlord's Supplemental Work Outside Date Tenant shall be entitled to a per diem credit against the Fixed Rent payable hereunder in an amount equal to $1,000.00 for each day that Landlord fails to substantially complete Landlord's Supplemental Work; provided, however, that if on the Landlord's Supplemental Work Outside Date Tenant is not actually occupying the Premises (above the Ground Floor Premises) for the conduct of business therein, then such credit shall commence on the earliest date Tenant actually occupies the Premises (above the Ground Floor Premises) for the conduct of business therein, for as long as the Landlord's Supplemental Work remains not substantially completed, but there shall be no credit for any day that the Landlord's Supplemental Work remains not substantially completed by reason of Tenant Delay which occurs after the Landlord's Supplemental Work Outside Date.

4.02. Alterations.

(a) Except as expressly otherwise set forth in this Lease, Tenant shall not make any improvements, changes or alterations (including, without limitation, Initial Tenant Work) in or to the Premises or to any other portion of the Building ("Alterations") without Landlord's prior approval which shall not be unreasonably withheld, delayed or conditioned, except notwithstanding anything contained in this Lease to the contrary, neither Tenant nor any person or entity claiming by, through or under Tenant, shall be permitted to make any improvements, changes or alterations to portion of the Building outside of the Premises except those portions of the Building where, pursuant to the express provisions of this Lease, Tenant is permitted to make improvements, changes or alterations. "Material Alteration" means an Alteration that (i) is not limited to the interior of the Premises or which affects the exterior (including the appearance) of the Building or any portion thereof, (ii) is structural or affects the strength of the Building or any portion thereof, or (iii) affects the usage or the proper functioning of any of the Building systems. Notwithstanding the foregoing, Landlord's approval shall not be required with respect to decorative or cosmetic changes within the Premises.

(b) Tenant, in connection with any Alteration, shall comply with the Building's Alteration Rules and Regulations, as the same may be reasonably modified or supplemented by Landlord from time to time (provided that in no event shall any such modified or supplemented rule increase Tenant's obligations, or reduce Tenant's rights, under this Lease (in either case, other than to a de minimis extent)) (such rules and regulations, as same may be so modified or supplemented, being herein referred to as the "Alteration Rules and Regulations"). Attached hereto as Exhibit W are the Alteration Rules and Regulations in effect as of the date of this Lease. Tenant shall not proceed with any Alteration unless and until Landlord approves Tenant's plans and specifications therefor (except for those not requiring Landlord's consent pursuant to Section 4.02(a). Any review or approval by Landlord of plans and specifications with respect to any Alteration is solely for Landlord's benefit, and without any representation or warranty to Tenant with respect to the adequacy, correctness or efficiency thereof, its compliance with Laws or otherwise. Before proceeding with any Alteration, Tenant will advise Landlord thereof and (if the cost of the Alteration in question, together with the cost of all other Alterations then being performed by Tenant (or any person or entity claiming by, through or under Tenant) and/or for which Tenant has requested

Landlord's approval, which, in either case, have not been completed and fully paid for, is more than $2,000,000.00) shall submit to Landlord a certificate of an officer of Tenant or Tenant's authorized representative of the cost thereof, and, for all Alterations, shall submit the names of the contractors, subcontractors, consultants, engineers and architects who will be performing Alterations. Tenant has advised Landlord that the following entities will be engaged in the performance of Initial Tenant Work: (i) Hunter Roberts Construction Group, (ii) Thorton Tomasetti, Inc., (iii) Jaros Baum & Bolles, (iv) Milrose Consultants Inc., (v) Elkus Manfredi Architects and (vi) Joel M. Silverman & Associates LLC. Additionally, before proceeding with any Alteration (A) for which plans and specifications must be submitted to any governmental agency, or (B) any Material Alteration, Tenant shall submit to Landlord plans and specifications and all changes and revisions thereto, for the work to be done for Landlord's approval, which approval, shall not be unreasonably withheld, delayed or conditioned. Any objections by Landlord to such plans and specifications must be in writing and in reasonably specific detail. In the event that Landlord fails to respond to Tenant within ten (10) Business Days of Tenant's submission of such plans and specifications, Tenant may send to Landlord a notice (hereinafter referred to as the "Second Notice") which shall state that unless Landlord responds to the submission or resubmission of such plans and specifications within five (5) Business Days after receipt of the Second Notice, Landlord's approval of the work set forth in the plans and specifications shall be deemed granted, and, in the event Landlord fails to respond to such Second Notice within five (5) Business Days of receipt thereof, Landlord will be deemed to have consented to the work set forth in the plans and specifications. With respect to any other changes to be performed by Tenant, Tenant shall submit plans and specifications as and to the extent available or otherwise prepared by Tenant, for information purposes only prior to proceeding with such changes. Tenant agrees that any review or approval by Landlord of any plans and specifications is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise. The granting by Landlord of its approval to such plans and specifications shall in no manner constitute or be deemed to constitute a judgment or acknowledgment by Landlord as to their legality or compliance with laws and/or requirements of public authorities. Tenant has advised Landlord that Tenant may perform the following Material Alterations as part of the Initial Tenant Work: (1) the installation of new exterior windows on the ground floor, (2) certain structural alterations to increase the floor loads on certain of the floors of the Premises including, without limitation increase capacity and stiffness thereof by adding a layer of up to 6 inches of bonded (both chemically and mechanically) normal weight concrete on floor of existing floor slabs, as well as column reinforcing, (3) cutting new openings in the slabs between the floors of the Premises for the construction and installation of internal staircases and shafts (including, without limitation, shafts to the main roof), and (4) removal of, and replacing, the existing roofing system of the entire 7th Floor Roof Deck with a new roof in accordance with plans and specifications reasonably acceptable to Landlord, including the installation of perimeter precast pavers and pavers for the occupied portion of the 7th Floor Roof Deck with guardrails and plant material, and certain work to add structural capacity which may include the reinforcement of the local areas of focused load of the 7th Floor Roof Deck (all of the work described in this clause "(4)" being herein referred to as the "7th Floor Roof Work"), all of which are illustrated on the schematic drawing/preliminary plans list on Exhibit K. Landlord hereby consents to said schematic drawings/preliminary plans and the Initial Tenant

Work described therein (such Initial Tenant Work being herein collectively referred to as "Tenant's Conceptual Work"), on a conceptual basis, subject to Tenant's submission of, and Landlord's reasonable approval of, the plans and specifications with respect to the Tenant's Conceptual Work. Landlord's reasonable approval of the description of the Tenant's Conceptual Work and said schematic drawings/preliminary plans shall not limit or otherwise modify Tenant's obligations under this Lease, it being understood and agreed that all Tenant's Conceptual Work that Tenant desires to perform shall be performed in accordance with, and subject to, all applicable provisions of this Lease.

(c) Except with respect to Initial Tenant Work to prepare same for its occupancy, Tenant shall pay to Landlord within thirty (30) days of demand accompanied by reasonable back-up documentation, Landlord's reasonable third-party out-of-pocket costs and expenses (including, without limitation, the fees of any architect or engineer employed by Landlord or any Superior Lessor or Superior Mortgagee for such purpose) for reviewing plans and specifications.

(d) In connection with Initial Tenant Work, Tenant is required to carry subcontractor default insurance (i.e., Subguard) for all direct trade work pursuant to the standard program of Hunter Roberts. With respect to any other Alterations costing $2,000,000.00 or more, Tenant shall provide Subguard coverage for all direct trade work through a program of Hunter Roberts or otherwise reasonably satisfactory to Landlord.

(e) Tenant shall obtain (and furnish copies to Landlord of) all necessary governmental permits and certificates for the commencement and prosecution of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith, and in compliance with all Laws and, for all Alterations for which Tenant is required to submit same to Landlord, substantially in accordance with the plans and specifications submitted to Landlord. Tenant, at its sole cost and expense, cause all permits and certificates in connection with Tenant's Alterations to be closed out with the New York City Department of Buildings ("DOB") and indicated as such on the DOB's BIS web-site and any Alterations shall not be deemed completed until compliance with the foregoing. Upon Tenant's request and at Tenant's sole cost and expense, Landlord shall join in the application for any licenses, permits, approvals and authorizations whenever such action is necessary in Tenant's reasonable opinion. Landlord shall sign, to the extent required, all applicable applications for permits within five (5) Business Days after it receives the same from Tenant and Landlord shall endeavor in good faith to sign such applications within two (2) Business Days of such receipt (which request for signature may be made by Tenant prior to approval of plans and specifications, if such approval is required under this Section 4.02). Tenant shall use Milrose Consultants as an expeditor with respect to the Initial Tenant Work and shall use either Milrose Consultants or Landlord's expeditor for the Building for all other Alterations, (provided such Landlord's expeditor's charges are commercially reasonable) in seeking to obtain all required permits and certificates. Alterations shall be diligently performed in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the standards for a First Class Building. Any Alterations in or to the systems of the Building shall be performed only by the contractor(s) approved by Landlord, which approval shall not be unreasonably

withheld, delayed or conditioned. As of the date of this Lease, the contractors listed in Section 4.02(b), and the contractors, subcontractors, engineers and other professionals listed on Exhibit L hereto are approved to perform Alterations for the corresponding trades set forth on said Exhibit for Initial Tenant Work. Landlord may remove any contractor, subcontractor, engineer or other professional from Section 4.02(b) and/or such list at any time or from time to time, but only for "good cause" and not with respect to contracts which have already been awarded. The term "good cause" shall refer to (1) the bankruptcy or insolvency of the contractor, subcontractor, engineer or other professional, (2) a documented inability of the contractor, subcontractor, engineer or other professional to satisfy a material financial obligation within the prior twelve (12) months, (3) a criminal indictment or investigation of the contractor, subcontractor, engineer or other professional, (4) a current union or labor dispute with respect to the Building (or any other building then owned by Landlord or an affiliate of Landlord), (5) Landlord or an affiliate of Landlord shall have theretofore engaged in a material dispute with such contractor, subcontractor, engineer or other professional within the prior twelve (12) months that was not resolved in a manner that was reasonably acceptable to Landlord or such affiliate of Landlord, as the case may be, or (6) such other commercially reasonable causes. Notwithstanding anything to the contrary contained herein, Landlord's approval of any contractor, subcontractor, architect, engineer, service provider, supplier, vendor, or other consultant (each, a "Tenant Designated Provider"), including the persons set forth in Section 4.02(b) and in said Exhibit L, (i) shall be without liability to or recourse against Landlord; (ii) shall not limit or otherwise affect Tenant's obligations under this Lease; (iii) shall not constitute any warranty by Landlord regarding the adequacy, professionalism, competence, or experience of any such Tenant Designated Provider; and (iv) shall not relieve Tenant of its obligations hereunder to obtain Landlord's prior consent with respect to any replacement or additional Tenant Designated Provider to the extent required under this Lease. The performance of any Alteration or any other activity by Tenant shall not be done in a manner which would violate Landlord's union contracts affecting the Project, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building. Tenant shall immediately stop the performance of any work or service by any party if Landlord notifies Tenant that continuing such performance would violate Landlord's union contracts affecting the Project, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any unreasonable interference with the business of Landlord or any tenant or occupant of the Building, and Tenant shall not resume the performance of such work or service until such time as the same may be performed in a manner which shall not violate such union contracts or create such work stoppage, picketing, labor disruption, disharmony or dispute or unreasonable interference.

(f) Throughout the performance of Alterations, Tenant shall carry, or cause its general contractors and subcontractors to carry worker's compensation insurance in statutory limits, "all risk" Builders Risk coverage (which Tenant may elect to carry under its existing property all risk insurance) and general liability insurance, with completed operation endorsement, for any occurrence in or about the Project, under which Landlord and its agent and any Superior Lessor and Superior Mortgagee whose name and address have been furnished to Tenant shall be named as additional insureds as their interests appear, in such limits are consistent with the limits set forth in Section 7.02 or otherwise as may be reasonably required by

Landlord consistent with then-applicable Building standards for all tenants in the Building generally, and taking into account the nature of the Alterations being performed, with insurers qualifying under Section 7.02. Tenant shall furnish Landlord with evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

(g) Should any mechanics' or other liens be filed against any portion of the Project by reason of the acts or omissions of, or because of a claim against, Tenant or anyone claiming under or through Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice from Landlord. If Tenant shall fail to cancel or discharge said lien or liens within said thirty day period, Landlord may cancel or discharge the same by bonding and, within thirty (30) day Landlord's demand, Tenant shall reimburse Landlord for all reasonable out-of-pocket costs actually incurred in bonding such liens, together with interest thereon at the Interest Rate from the date actually incurred by Landlord to the date of payment by Tenant, such reimbursement to be made within thirty (30) days after receipt by Tenant of a written statement from Landlord as to the amount of such costs accompanied by reasonable back-up documentation.

(h) Tenant shall deliver to Landlord, within sixty (60) days after the completion of an Alteration, record drawings (or plans marked with "field changes") or "as built" drawings thereof using the AutoCAD Computer Assisted Drafting and Design System, Version 2010 or later or such other system or medium as Landlord may reasonably accept.

(i) All Alterations to and Fixtures installed by Tenant in the Premises shall be fully paid for by Tenant in cash and shall not be subject to conditional bills of sale, chattel mortgages, or other title retention agreements. The foregoing prohibition shall not apply to Tenant's Property or any other property that Tenant has a right to remove from the Premises pursuant to the terms of this Lease but in no event shall such instruments or agreements affect the Building, Land, Project or Landlord's interest therein.

(j) Tenant shall have the right as part of Initial Tenant Work, subject to Landlord's reasonable approval of the plans and specifications therefor in accordance with the terms and conditions of this Lease and Tenant's compliance with the other provisions of this Lease, to install and maintain in a shaft(s) of the Building designated by Landlord, two (2) sets of three (3) nominal four inch conduits separated by not less than twenty (20) feet at the point of entry only from two (2) separate points of entry up to the 7th Floor terminating in dedicated IT closets for the installation of Tenant's telecommunications and electronic cabling as set forth on Exhibit H-1 annexed hereto. Such shafts shall provide a vertical path from the basement level of the Building to the 7th Floor. All costs and expenses associated with the installation, painting, fireproofing, maintenance and repair of such conduit, cabling and other related equipment (including, without limitation, connecting the same to Tenant's equipment in the Premises or areas licensed to Tenant in accordance with the provisions of Article 12) shall be borne by Tenant.

(k) Tenant shall have the right as part of Initial Tenant Work (to be completed (i) no later than December 31, 2012 on the 20th, 21st, 22nd and 23rd floors of the Building and (ii) no later than February 15, 2013 on the 8th through and including the 19th floors, as well as in the 24th floor mechanical equipment area and the roof of the Building), subject to Landlord's reasonable approval of the plans and specifications therefor in accordance with the terms and conditions of this Lease and Tenant's compliance with the other provisions of this Lease, to create an interior shaft, including enclosures and walls that are compliant with all applicable Laws, through the Premises and other portions of the Building (i.e., 77 RSF per floor of the Building on the 8th floor through and including the 23rd floor, for an aggregate of 1,232 RSF, as well as certain space through the 24th floor mechanical equipment area and the roof of the Building), as more particularly described in Exhibit H-2 attached hereto (the shaft space so created being herein referred to as the "Exhaust Shaft Area"), and to install and maintain in said interior shaft ten (10) individual fume hood exhaust ducts for fume hood exhaust (collectively, the "Exhaust Ducts"), as more particularly described in said Exhibit H-2. All costs and expenses associated with the installation, fireproofing, maintenance and repair of the Exhaust Ducts (including, without limitation, connecting the same from the 3rd floor of the Premises to and through the roof of the Building and ending at a dilution fume hood exhaust fan) shall be borne by Tenant. In consideration for Landlord making the Exhaust Shaft Area available to Tenant (and regardless of whether Tenant actually uses same), Tenant shall pay Fixed Rent to Landlord in advance on the first day of each month during the Term, as set forth in Section 2.02(c)(ii) (such Fixed Rent being herein referred to as the "Exhaust Shaft Charge"), subject to the provisions of Article 9.

(l) Landlord agrees that (i) in case of any conflict or inconsistency between the provisions of this Lease and any Alteration Rules and Regulations, the provisions of this Lease shall control and (ii) Landlord shall not adopt or enforce any Alteration Rules and Regulations in a discriminatory manner (i.e., enforced against Tenant which shall not then be generally enforced against other tenants or occupants of the Building).

4.03. Landlord's and Tenant's Property.

(a) Subject to the further provisions of this Section 4.03, all fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not at the expense of Tenant (collectively, "Fixtures"), shall be and remain a part of the Premises and shall not be removed by Tenant except as otherwise expressly provided in this Lease, and subject to Tenant's rights to alter or remove Fixtures in connection with Alterations. All Fixtures constituting Improvements and Betterments shall be the property of Tenant during the Term and, upon expiration or earlier termination of this Lease, shall become the property of Landlord. All Fixtures other than Improvements and Betterments shall, upon installation, be the property of Landlord but shall be repaired and maintained by Tenant. "Improvements and Betterments" means (i) all Fixtures, if any, installed at the expense of Tenant, whether installed by Tenant or by Landlord and (ii) all carpeting in the Premises.

(b) All laboratory equipment, mechanical equipment, trade fixtures, UPS, generators and Mezz Equipment installed by or on behalf of Tenant or any person or entity

claiming by, through or under Tenant shall be removed by Tenant at the expiration of earlier termination of this Lease in accordance with, and subject to, the provisions of Section 4.03(d) and Section 12.01(g) (the items described in this Section 4.03(b) being herein referred to as the "Section 4.03(b) Items").

(c) All movable partitions, furniture, furnishings and other articles of movable personal property and located in the Premises or other portions of the Building licensed to Tenant pursuant to this Lease (all such property collectively, "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided, that if any Tenant's Property is removed, Tenant shall repair any damage to the Premises or to the Building resulting from the installation and/or removal thereof.

(d) At or before the Expiration Date, or within thirty (30) days after any earlier termination of this Lease, Tenant, at Tenant's expense, shall remove Tenant's Property and the Section 4.03(b) Items from the Premises and the Licensed Portions, and Tenant shall repair any damage to the Premises, the Licensed Portions or the Building resulting from any installation and/or removal of Tenant's Property and such other property. Notwithstanding the foregoing, if Tenant requests Landlord's permission for one of more of the Section 4.03(b) Items to remain, then only those requested Section 4.03(b) Items that Landlord has expressly agreed in writing may remain, shall remain in the Premises and/or the Licensed Portions, as the case may be, and become the property of Landlord upon the Expiration Date or earlier termination of this Lease. Any items of Tenant's Property or such other property which remain in the Premises after the Expiration Date, or more than thirty (30) days after an earlier termination of this Lease and which Landlord shall not have expressly permitted to remain, may, at the option of Landlord, be deemed to have been abandoned, and may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

(e) Unless, Landlord, by notice given to Tenant at any time prior to the Expiration Date or not later than fifteen (15) days after any earlier termination of this Lease, requires Tenant, notwithstanding Section 4.03(a), to leave all or any Specialty Items installed by or on behalf of Tenant,. Tenant, at Tenant's expense, prior to the Expiration Date, or, in the case of an earlier termination of this Lease, within thirty (30) days thereafter (which thirty (30) day period shall be extended, if necessary, by reason of Force Majeure), shall remove the same from the Premises and the Licensed Portions, shall repair and restore the Premises and the Licensed Portions to the condition existing prior to installation thereof and shall repair any damage to the Premises or the Licensed Premises or to the Building due to such removal. At such time as Tenant submits plans and specifications requesting Landlord's consent to any Alteration, Tenant may request that Landlord advise Tenant as to whether all or any portion of such Alteration constitutes Specialty Items, in which event Landlord shall so notify Tenant together with Landlord's approval of the applicable plans and specifications in question, failing which no portion of the applicable plans and specifications shall be deemed to constitute a Specialty Item. "Specialty Items" means (A) any Alteration or other Fixture constituting a kitchen, cafeteria, vault, safe, raised flooring, slab opening, penetration of the Building's skin, supplemental HVAC system and/or related equipment or internal staircase, (B) subject to the provisions of Section

4.03(d), the Section 4.03(b) Items, and (C) any other item specifically designated as a Specialty Item under the provisions of this Lease.

4.04. Access and Changes to Building.

(a) Landlord reserves the right, at any time, to make changes in or to the Project (other than within the Premises unless as expressly set forth in this Lease) as Landlord may deem necessary or desirable (except that Tenant's access through the Building lobby shall not be changed except to a de minimis extent), and Landlord shall have no liability to Tenant therefor, provided any such change does not unreasonably interfere with Tenant's access to the Premises and does not affect the first-class nature of the Project. Landlord may install and maintain (or permit another tenant or occupant of the Building or any utility or service provider to the Building to install and maintain) pipes, fans, ducts, wires and conduits in, or adjacent to, the interior walls of any portion of the Premises, or above a plane that is nine (9') feet above the floor slab of (x) any floor of the Premises which is not contiguous to the next floor of the Premises above the floor of the Premises in question and/or (y) the top floor of the Premises (which the parties agree as of the date hereof is the 7th Floor), provided that such installation is in conformance with the criteria set forth on Exhibit Z attached hereto and further provided (i) such installations shall be made at no cost to Tenant which is not reimbursed to Tenant, (ii) in no event shall such installations be made directly above a laboratory portion of the Premises, (iii) if installed adjacent to the interior walls of the Premises, if appropriate, shall be located in boxed enclosures and adequately furred, (iv) the same shall not adversely effect, to any material extent, Tenant's layout or use of the Premises, (v) the same shall not, except to a *de minimis* extent, reduce the rentable square footage of the Premises or the ceiling height (provided, however, that such de minimis exception shall not apply to installations to be made by another tenant or occupant of the Building), (vi) no then existing installations of Tenant shall be removed or relocated if commercially unreasonable to do so (provided, however, that with respect to installations to be made by another tenant or occupant of the Building, no then existing installations of Tenant shall be removed or relocated regardless of whether it is commercially reasonable to do so), and (vii) Landlord shall employ commercially reasonable protective measures to protect against leakage into the Premises, which protective measures shall be subject to Tenant's reasonable approval which shall not be unreasonably withheld, conditioned or delayed. (For the purposes of example of a floor that satisfies the criteria in clause "(x)" above, if the Premises consisted of only the 2nd, 4th and 6th floors of the Building, then Landlord would be permitted to install pipes, etc. above a plane that is nine (9') feet above the floor slab of each of those floors in accordance with the terms of this Section 4.04(a), and if the Premises consisted of only the 2nd, 3rd, 6th and 7th floors of the Building, then Landlord would be permitted to install pipes, etc. above a plane that is nine (9') feet above the floor slab of the 3rd and 7th floors of the Building in accordance with the terms of this Section 4.04(a).) Notwithstanding the foregoing or any other provision of this Lease which may be deemed to the contrary, Landlord has no obligation to remove or relocate or to perform any of the work or satisfy any of the provisos set forth above (other than the proviso set forth in clause (vi) above) with respect to any pipes, fans, ducts, wires, conduits or other equipment or facilities which exist in the Premises on the Commencement Date or exist in any other portion of the Building on the date(s), if any, that such portion(s) are added to the premises demised under this Lease, and neither Tenant nor any person

or entity claiming by, through or under Tenant shall have the right to remove or relocate any of the foregoing, or shall interfere with, disturb, damage, injure or otherwise adversely affect such existing pipes, fans, ducts, wires, conduits or other equipment or facilities or any additional pipes, fans, ducts, wires, conduits or other equipment or facilities which may be installed in the Premises pursuant to the applicable provisions of this Lease, it being understood and agreed that at all times during the Term Landlord shall have the right to maintain, repair and/or replace all of such pipes, fans, ducts, wires, conduits and other equipment and facilities and shall have reasonable access thereto for such purposes. In exercising its rights under this Section 4.04, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises for the ordinary conduct of Tenant's business. Tenant shall not have any easement or other right in or to the use of any door or any passage or any concourse or any plaza connecting the Building with any subway or any other building or to any public conveniences, and the use of such doors, passages, concourses, plazas and conveniences may, without notice to Tenant, be regulated or discontinued at any time by Landlord, subject to the proviso in the first sentence of this Section 4.04(a).

(b) Except for the space within the inside surfaces of all walls, ceilings slabs, floors, windows and doors bounding the Premises, the Mezz Space and the LD Space, and notwithstanding anything shown in the floor plans attached to this Lease as exhibits which may indicate to the contrary, all of the Building, including, without limitation, exterior Building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises, the Mezz Space and the LD Space (except with respect to the 7th Floor Roof Deck but excluding any window cleaning and related equipment which is reserved to Landlord), and any space in or adjacent to the Premises, the Mezz Space and the LD Space used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as access thereto through the Premises, the Mezz Space and the LD Space, are reserved to Landlord (other than the Exhaust Shaft Area) and are not part of the Premises, the Mezz Space or the LD Space. Landlord reserves the right to name the Building and to change the name or address of the Building at any time and from time to time other than to the name of a person or entity primarily involved in scientific research (but nothing herein shall be deemed to restrict Landlord's rights as set forth in Section 4.10(c)). Landlord covenants that it will not change the address of the Building during the Term, except if such address change is required by Law.

(c) Landlord shall have no liability to Tenant if at any time any windows of the Premises are either temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building (or permanently darkened or obstructed if required by Law) or covered by any translucent material for the purpose of energy conservation unless required by Law, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable.

(d) Landlord and persons authorized by Landlord shall have the right, upon reasonable prior notice to Tenant and during Business Hours of Business Days (except in an emergency in which case, upon such notice to Tenant if any is feasible), to enter the Premises (together with any necessary materials and/or equipment), (i) to inspect or perform such work as

Landlord may reasonably deem necessary or (ii) to exhibit the Premises to prospective purchasers or lenders or, during the last 24 months of the Term, to prospective tenants, or (iii) for any other purpose as Landlord may deem necessary or desirable. Landlord shall have no liability to Tenant by reason of any such entry in accordance with the terms of this Lease, except (subject to the applicable provisions of this Lease) due to injury to persons or damage to property caused by Landlord's negligence during any such entry. Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises and to exercise due care in entering or exhibiting the Premises. Except during the performance of any work by Landlord in any portion of the Premises, Landlord shall not store materials and equipment in the Premises. During such work, Landlord may store same only in the portion of the Premises where such work is being performed. Except in an emergency, Landlord shall not enter Premises unless accompanied by a representative of Tenant; provided, that Tenant makes such representative available to Landlord upon reasonable prior notice.

(e) Landlord shall provide Tenant with access through the premises of other tenants or occupants of the Building to install and maintain inside the interior walls of such premises, or above a plane that is nine (9') feet above the floor slab of the floor of such premises, for its own use or for use by any permitted subtenant or other occupant of the Premises, pipes, ducts, wires and conduits that are reasonably necessary to use the Premises for the Permitted Uses, provided that such installations are in conformance with the criteria set forth on Exhibit Z attached hereto and further provided (i) such installations shall be made at no cost to Landlord, such other tenants or occupants or any other person or entity (other than Tenant), (ii) in no event shall such installations be made directly above any portion of such premises where it would be reasonable (in Landlord's determination, taking into account, among other things, the nature of the installation in question) to prohibit such installations, (iii) the same shall not adversely effect, to any material extent, the layout or use of such premises, (iv) the same shall not reduce the rentable square footage of such premises or the ceiling height, (v) no then existing installations shall be removed or relocated, (vi) Tenant, at Tenant's sole cost and expense, shall employ commercially reasonable protective measures to protect against leakage from any of such installations, which protective measures shall be subject to Landlord's reasonable approval which shall not be unreasonably withheld, conditioned or delayed, and (vi) Tenant, and all persons claiming by, under or through Tenant, shall comply with such other reasonable conditions that Landlord may impose from time to time with respect to such installation and maintenance, including, without limitation, the times at which such access shall be permitted, which may be, depending upon the circumstances, at times other than during Business Hours on Business Days.

4.05. Repairs

(a) Tenant, at Tenant's expense, shall keep the Premises (including, without limitation, all Tenant's Fixtures, but excluding Building systems within the Premises servicing other portions of the Building) in safe and clean condition and, upon the expiration or earlier termination of the Term, shall surrender the same to Landlord in its then "as-is" condition. In addition, Tenant, at Tenant's expense, shall repair all material damage caused by Tenant, its agents, employees, contractors, invitees, subtenants or licensees to the Premises and the

equipment and other installations in the Premises. If, pursuant to the express terms of this Lease, a particular maintenance, repair or replacement to the windows (including, without limitation, any solar film attached thereto as required by Law), the Building systems located outside the Premises or located inside the Premises but servicing areas outside the Premises, the Building's structural components or any areas outside the Premises is Tenant's obligation to perform, the same shall be performed by Landlord at Tenant's reasonable expense. Tenant shall not knowingly commit any waste or damage to any portion of the Premises or the Project.

(b) Landlord, at Landlord's expense (subject to reimbursement as Operating Expenses, but only if and to the extent such expenses are not excludable therefrom pursuant to the express provisions of Section 2.05 above), shall operate, maintain, repair and replace (if necessary) (i) all structural portions of the Building, such as, by way of example only, the roof (except as otherwise expressly provided in Section 4.05(c)), foundation, footings, exterior walls, load-bearing columns, ceiling and floor slabs, windows, window sills and sashes, (ii) all common and public service areas of the Building, including, without limitation, all elevators, and (iii) all Building systems serving the common and public service areas and the Premises), throughout the Term, and in such a manner as is consistent with the maintenance, operation and repair standards of other First Class Buildings, except that Tenant shall be obligated, at its expense, to repair any material damage to any of the foregoing caused by Tenant, its agents, employees, contractors, invitees, subtenants or licensees to the extent the damage is not covered by the insurance that Landlord is then maintaining or is then required to maintain pursuant to the applicable provisions of this Lease.

(c) Notwithstanding anything contained in this Lease to the contrary, Tenant, at Tenant's expense, shall maintain and keep in good working order and repair (including free of leaks) (and, if necessary to comply with the foregoing, replace) the roof above the 6th floor of the Building (i.e., the 7th Floor Roof Deck) during and after the performance of the 7th Floor Roof Work, as provided in Section 12.03(a)(ii) (except to the extent the damage is caused by the negligence or willful misconduct of Landlord, its agents, servants, employees or contractors and is not covered by the insurance that Tenant is then maintaining or is then required to maintain pursuant to the applicable provisions of this Lease), or to the extent the damage is caused by Tenant, its agents, employees, contractors, invitees and licensees.

4.06. Compliance with Laws.

(a) Tenant shall comply with all laws, ordinances, rules, orders and regulations (present, future, ordinary, extraordinary, foreseen or unforeseen) of any governmental, public or quasi-public authority and of the New York Board of Underwriters, the New York Fire Insurance Rating Organization and any other entity performing similar functions, at any time duly in force (collectively "Laws"), attributable to any work, installation, occupancy, particular use or particular manner of use by Tenant of the Premises or any part thereof as distinguished from normal and customary office purposes. Nothing contained in this Section 4.06 shall require Tenant to make any structural changes unless the same are necessitated by reason of Tenant's performance of any Alterations, any of the Supplemental Permitted Uses or

Ancillary Permitted Uses, Tenant's particular manner of use of the Premises or the particular use by Tenant of the Premises for purposes other than normal and customary ordinary office purposes. Tenant shall procure and maintain all licenses and permits required for its business.

(b) Landlord and Tenant shall each comply with the applicable laws, statutes, ordinances, permits, orders, decrees, guidelines, rules, regulations and orders pertaining to health or the environment ("Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and the Resource Conservation and Recovery Act ("RCRA"), as each of the foregoing may be amended from time to time. "Hazardous Materials" means any substances defined as hazardous substances, hazardous materials, toxic substances or solid waste in CERCLA, the Hazardous Materials Transportation Act and RCRA, as each of the foregoing may be amended from time to time.

(c) Anything contained in this Lease to the contrary notwithstanding, as part of the Initial Tenant Work, Tenant shall perform all work and make all installations necessary in order to fully sprinkler the Premises in compliance with the provisions of Local Law 5 of the New York City Administrative Code, as approved January 18, 1973, as amended from time to time (whether or not the Building is sprinklered or required to be sprinklered by such law), and thereafter maintain the sprinkler system within the Premises (regardless of whether same was furnished, installed and/or connected by or on behalf of Tenant) in compliance with all Laws, including the performance of any changes, additions and repairs thereto or replacements thereof.

(d) Except to the extent the same is Tenant's responsibility pursuant to Section 4.06(a) or Section 4.06(b) above or elsewhere in this Lease, Landlord shall comply with all Laws in effect as of the Commencement Date applicable to the common corridors of the Building adjacent to the Premises and the common areas of the Building generally made available to tenants of the Building, but only if Tenant's use of the Premises shall be adversely, affected by non-compliance therewith, subject to Landlord's right to contest the applicability or legality of such Laws.

(e) Notwithstanding anything to the contrary contained in this Section 4.06, Tenant need not comply with any Law so long as Tenant, in good faith and with due diligence, through appropriate proceedings brought in accordance with applicable Law, shall be contesting the validity thereof, or the applicability thereof to the Premises, in accordance with this Section 4.06(e). Tenant, at Tenant's expense, after notice to Landlord, may contest, by appropriate proceedings prosecuted diligently and in good faith, the validity, or applicability to the Premises, of any Law; provided, that (i) Landlord (and other tenants of the Building) shall not be subject to criminal penalty or to prosecution for a crime, or any other fine or charge (unless Tenant agrees to pay same), (ii) such non-compliance or contest shall not prevent Landlord from obtaining any and all permits and licenses in connection with the operation of the Building and/or the Project, (iii) such non-compliance shall not result in Landlord being in default under any Superior Mortgage or Superior Lease, and (iv) Tenant shall keep Landlord advised as to the status of such proceedings.

4.07. Tenant Advertising. Except as otherwise expressly set forth in this Lease (including, without limitation, Section 4.10 hereof), Tenant shall not place or install any logo, lettering or other signage on the exterior of the Building, nor shall Tenant place in any display case, windows, entrance doors or any other area visible to the public view from the outside of the Building or from the outside of the Premises, any such signage, without first obtaining in each instance Landlord's prior consent. Tenant shall promptly remove any signage not otherwise permitted under the provisions of this Lease if Landlord shall object thereto. If Landlord shall consent to requested proposed signage or advertising by Tenant, no change in the composition, dimensions or content of such signage or advertising may thereafter be made without first obtaining Landlord's consent in each instance. Tenant shall obtain and maintain throughout the Term all permits required by Laws for the installation, display and maintenance of any such signage. On the expiration or sooner termination of the Term, Tenant shall (i) promptly remove all signage installed or displayed by Tenant, and (ii) promptly repair in a good and workmanlike manner in conformity with Laws and all applicable provisions of this Lease, all damage to the Building caused by such removal. Tenant shall not use, and shall cause each of its Affiliates not to use, the name or likeness of the Building or the Project in any advertising (by whatever medium) without Landlord's consent but may use the Building's street address. Any consent required by Landlord hereunder shall not be unreasonably withheld, delayed or conditioned.

4.08. Right to Perform Tenant Covenants. If Tenant fails to perform any of its obligations under this Lease, Landlord, any Superior Lessor or any Superior Mortgagee (each, a "Curing Party") may perform the same at the reasonable expense of Tenant (a) immediately and without notice in the case of emergency or in case of an imminent threat of damage to health and/or property of Landlord or any occupant or tenant in the Building or which may result in a violation of any Law or in a cancellation of any insurance policy maintained by Landlord and (b) in any other case if such failure continues after notice and beyond any applicable grace period. If a Curing Party performs any of Tenant's obligations under this Lease, Tenant shall pay to the Curing Party (as Additional Charges) the reasonable costs thereof, together with interest at the Interest Rate from the date incurred by the Curing Party until paid by Tenant, within 10 days after receipt by Tenant of a statement as to the amounts of such costs. If the Curing Party effects such cure by bonding any lien which Tenant is required to bond or otherwise discharge, Tenant shall obtain and substitute a bond for the Curing Party's bond and shall reimburse the Curing Party for the reasonable cost of the Curing Party's bond. "Interest Rate" means the lesser of (i) the base rate from time to time announced by JP Morgan Chase Bank. (or, if JP Morgan Chase Bank shall not exist or shall cease to announce such rate, Citibank, N.A. or such other bank in New York, New York, as shall be designated by Landlord in a notice to Tenant) to be in effect at its principal office in New York, New York plus and (ii) the maximum rate permitted by Law. "Default Rate" shall mean the Interest Rate plus 4% but in no event in excess of the maximum rate permitted by Law.

4.09. Violations. If any violations of any applicable Law or requirement of any public authority relating to the Building or the Premises which are not due to any act or omission of Tenant, any subtenant of Tenant, or their respective employees, representatives, agents or contractors ("Landlord's Violations") shall delay (or prevent) Tenant from obtaining any governmental permits, consents, approvals or other documentation required by Tenant for (i) the

performance of Initial Tenant Work or any Alteration or the change of use (including any amended or new certificate of occupancy) (provided the same is permitted under this Lease) of any portion of the Premises (whether or not any physical Alteration is involved) or any final sign-off of such Initial Tenant Work or such Alteration or (ii) the lawful occupancy of any portion of the Premises or use of a portion of the Building including the Premises (to the extent Tenant is permitted to use such portion pursuant to the applicable provisions of this Lease) for Permitted Uses (it being understood and agreed that the imposition of conditions requiring the cure of any Landlord's Violation by a governmental authority as a condition precedent to obtaining any such governmental permits, consents, approvals or other documentation which shall so delay Tenant from obtaining any governmental permits, consents, approvals or other documentation shall be deemed such a prevention or delay), then, upon the giving of notice by Tenant to Landlord of such prevention or delay and of the applicable Landlord's Violations, (A) Landlord shall promptly commence and thereafter diligently prosecute to completion the cure and removal of record of such Landlord's Violations (it being agreed that such obligation of Landlord to diligently prosecute shall include, without limitation, the retention of a filing architect or other professional to expedite such cure and removal), and (B) if Tenant shall be actually delayed in or prevented from (x) occupying the Premises or any portion thereof (including as a result of Tenant not being permitted to perform an Alteration outside of the Premises that Tenant would otherwise be permitted to perform pursuant to the applicable provisions of this Lease) or (y) substantially completing Initial Tenant Work or any Alteration solely as a result of any Landlord's Violation and the failure to complete Initial Tenant Work or such Alteration (including as a result of Tenant not being permitted to perform an Alteration outside of the Premises that Tenant would otherwise be permitted to perform pursuant to the applicable provisions of this Lease) prevents Tenant from, or delays Tenant in, occupying the Premises or any portion thereof and such delay continues after notice to Landlord and the expiration of seven (7) Business Days from Landlord's receipt of such notice, then in addition to any other rent abatement to which Tenant is entitled under this Lease, Fixed Rent in respect of such portion of the Premises (the "Affected Portion") that Tenant is prevented from, or delayed in, occupying shall be abated by one additional day for each day of such actual delay in occupancy or substantial completion. If a portion of the Premises is an Affected Portion and Tenant is not using another portion of the Premises (the "Affected Related Portion") that is integral to, is to be supported by, or otherwise is to support, the activities that are to be conducted in the Affected Portion, then for so long as Tenant is not occupying the Affected Related Portion for the conduct of business (but not beyond the date that Tenant is no longer prevented or delayed from occupying the Affected Portion), the Affected Related Portion shall be deemed a part of the Affected Portion.

4.10. Signage.

(a) Subject to applicable Laws and the further provisions of this Section 4.10 Tenant shall have the right to place (i) a Tenant identification signage at Tenant's separate entrance on the exterior of the Building as shown on Exhibit M attached hereto (the "Facade Signage") and (ii) Tenant and permitted subtenant interior hall and door signage on all full floors comprising a portion of the Premises and door signage on any part floor. Facade Signage and any alterations to, or replacement thereof, shall be subject to

design criteria (including, without limitation, as to size, color, materials, location, placement, installation and appearance) reasonably approved by Landlord and shall be installed, maintained and repaired by Tenant at Tenant's expense. Landlord makes no representation to Tenant as to the ability to obtain (to the extent required) any approval for the Facade Signage under applicable Laws. In the event that Landlord installs a Building directory in the lobby of the Building at any time during the Term, Tenant shall be entitled, without charge, to its proportionate share of listings on such directory.

(b) Subject to the further provisions of this Section 4.10, Landlord shall not hereafter grant the right to install signage on the exterior or the common areas of the Building to any other tenant or other person whose primary business is a genome research facility.

(c) Anything contained herein to the contrary notwithstanding, (i) Tenant's right to the Facade Signage and the restriction in 4.10(b) shall be null and void and of no further force or effect and Landlord shall have the right at any time to remove the Facade Signage theretofore installed pursuant to Section 4.10(a), at Tenant's reasonable expense, and to grant exterior signage rights to any other tenant, if (i) the Term has expired or if this Lease has been terminated, (ii) the Premises shall consist of less than three (3) full floors plus the Ground Floor Premises.

(d) Upon the expiration or earlier termination of the Term, Tenant, at its sole cost and expense, shall remove, or cause to be removed, such Facade Signage and repair or restore the areas from which such Facade Signage was removed.

(e) Subject to the provisions of this Section 4.10, the rights granted to Tenant with respect to the Facade Signage only may, with Tenant's written direction, be exercised by any permitted subtenant of all or not less than ninety (90%) percent of the RSF of the Premises provided (i) such permitted subtenant is, in Landlord's reasonable opinion, of a reputation and engaged in a business which is consistent with a First Class Building, (ii) in Landlord's reasonable opinion, neither such permitted subtenant, nor the nature of its tenancy, (A) is controversial or reasonably likely to cause picketing or other unreasonable disturbances at or adjacent to the Building or (B) will have a material and adverse effect on the occupancy or value of the Building, and (iii) the placing of the name of such person or entity's on the Façade Signage will not violate any restrictions in any other lease in the Building (it being understood and agreed that Landlord shall advise Tenant in writing, within five (5) Business Days of Tenant's request, of any such restrictions). Tenant's rights with respect to the Façade Signage may be exercised only by Tenant or such permitted subtenant, but not both. Any dispute between Landlord and Tenant with respect to this Section 4.10(e) shall be resolved by expedited arbitration in accordance with Article 13 hereof, provided, however, that pending the resolution of such dispute Tenant shall comply with the directions of Landlord with respect to the matters set forth in this Section 4.10(e), it being understood and agreed that Tenant's failure to so comply shall be a default by Tenant under this Lease entitling Landlord to exercise any and all of its rights and remedies under this Lease, at law and in equity notwithstanding the fact that such dispute is then being arbitrated.

ARTICLE 5

Assignment and Subletting

5.01. Assignment; Etc.

(a) Subject to the further provisions of this Article 5, neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, shall be assigned, mortgaged, pledged, encumbered or otherwise transferred voluntarily, involuntarily, by operation of law or otherwise, and neither the Premises, nor any part thereof, shall be subleased, be licensed, be used or occupied by any person or entity other than Tenant or be encumbered in any manner by reason of any act or omission on the part of Tenant, and no rents or other sums receivable by Tenant under any sublease of all or any part of the Premises shall be assigned or otherwise encumbered, without the prior consent of Landlord. Unless being accomplished for the purposes of circumventing the provisions of this Article 5, the dissolution or direct or indirect transfer of a majority of the ownership interests in, or control of, Tenant (however accomplished including, by way of example, the admission of new partners or members or withdrawal of existing partners or members, or transfers of interests in distributions of profits or losses of Tenant, issuance of additional stock, redemption of stock, stock voting agreement, or change in classes of stock) shall not be deemed an assignment of this Lease regardless of whether the transfer is made by one or more transactions, or whether one or more persons or entities hold the controlling interest prior to the transfer or afterwards. No assignment or other transfer of this Lease and the term and estate hereby granted, and no subletting of all or any portion of the Premises shall relieve Tenant of its liability under this Lease or of the obligation to obtain Landlord's prior consent to any further assignment, other transfer or subletting to the extent herein provided. Any attempt to assign this Lease or sublet all or any portion of the Premises in violation of this Article 5 shall be null and void.

(b) Notwithstanding Section 5.01(a), without the consent of Landlord and without Sections 5.02 and 5.05 applying, this Lease may be assigned to (i) an entity created by merger, reorganization or recapitalization of or with Tenant or (ii) a purchaser of all or substantially all of Tenant's assets or stock or other equity; provided, in the case of both clause (i) and clause (ii), that (A) Landlord shall promptly receive a notice of such assignment from Tenant, (B) the assignee assumes by written instrument in substantially the form set forth on Exhibit Q all of Tenant's obligations under this Lease and Landlord receives a copy thereof prior to the effective date thereof (but, in the case of clause (i), the same shall only be necessary if Tenant shall not be the surviving entity), and promptly after the effective date of such assignment, Landlord receives reasonable evidence of such merger, reorganization or recapitalization, (C) such assignment is for a valid business purpose and not to avoid any obligations under this Lease, and (D) the assignee shall have, immediately after giving effect to such assignment, an aggregate net worth (computed in accordance with GAAP) at least equal to the aggregate net worth (as so computed) of Tenant immediately prior to such assignment (and reasonably satisfactory proof of which shall have been furnished to Landlord).

(c) Notwithstanding Section 5.01(a), without the consent of Landlord, Tenant may assign this Lease or sublet all or any part of the Premises to an Affiliate or Founding Member of Tenant and without Sections 5.02 and 5.05 applying; provided, that (i) Landlord shall promptly receive a notice of such assignment or sublease from Tenant; (ii) in the case of any such assignment, (A) the assignment is for a valid business purpose and not to avoid any obligations under this Lease, and (B) the assignee assumes by written instrument substantially in the form set forth on Exhibit Q all of Tenant's obligations under this Lease and Landlord receives a copy thereof prior to the effective date thereof. "Affiliate" means, as to any designated person or entity, any other person or entity which controls, is controlled by, or is under common control with, such designated person or entity. "Control" (and with correlative meaning, "controlled by" and "under common control with") means possession of the power to direct or cause the direction of the management and policies of an entity whether by ownership or voting control, of the stock, partnership interests or other beneficial ownership interests of the entity in question by contract or otherwise. "Founding Member" shall mean Cornell University, Weill Cornell Medical College, Columbia University, New York Presbyterian, Cold Spring Harbor Laboratory, Mount Sinai School of Medicine, The Rockefeller University, The Jackson Laboratory, New York University, New York University School of Medicine, North Shore-LIJ Health System, Memorial Sloan-Kettering Cancer Center, Hospital for Special Surgery and Stony Brook University.

(d) Notwithstanding Section 5.01(a), without the consent of Landlord and without Sections 5.02 and 5.05 applying, Tenant may, from time to time, subject to all of the provisions of this Lease, permit portions of the Premises to be used or occupied under so-called "desk sharing" arrangements by any person with whom Tenant has an ongoing business relationship other than as occupants of the Premises (such as, by way of example, Tenant's auditors, Tenant's clients, Tenant's licensees and franchisees, other scientific enterprises in related fields and Tenant's joint venturers) utilizing space in the Premises (each such desk or office space user, a "Desk Space User"); provided, that (i) any such use or occupancy of desk or office space shall be without the installation of demising walls separating such desk or office space from the balance of the Premises on the floor(s) of the Building on which the desk or office space is located or any separate entrance (provided, however, that this clause "(i)" shall not prohibit a Desk Space User from having his or her exclusive office(s) within the Premises and/or the exclusive use of a private laboratory(ies) (if any) within the Premises, (ii) at any time during the Term, the aggregate of the rentable square footage then used by Desk Space Users pursuant this Section 5.01(d) shall not exceed twenty (20%) percent of the then rentable square footage of the Premises (provided, that a Founding Member(s) being a Desk Space User(s) shall not be subject to, or otherwise limited by, such 20% threshold), (iii) each Desk Space User shall use the Premises in accordance with all of the provisions of this Lease, and only for the use expressly permitted pursuant to this Lease, (iv) in no event shall the use of any portion of the Premises by a Desk Space User create or be deemed to create any right, title or interest of such Desk Space User in any portion of the Premises or this Lease, (v) such "desk sharing" arrangement shall terminate automatically upon the termination of this Lease, (vi) Tenant shall receive no rent or other payment or consideration for the use or occupancy of any space in the Premises by any Desk Space User in excess of an allocable share of the Rent reserved hereunder and the payment for additional ancillary services provided by Tenant, and (vii) such desk

sharing arrangement is for a valid business purpose and not to circumvent the provisions of this Article 5. Prior to entering into any such desk sharing arrangement, Tenant shall notify Landlord in writing of its plan to provide any space in the Premises to a Desk Space User, which notice shall include the identity of the Desk Space User, along with a description of the nature of the business to be conducted in the Premises by such Desk Space User together with a copy of the agreement, if any, relating to the use or occupancy of such portion of the Premises by such Desk Space User.

(e) Notwithstanding Section 5.01(a) above, Tenant shall be permitted to allow Affiliates and Founding Members of Tenant to co-occupy the Premises together with Tenant, without the formality of any type of written agreement, and without being obligated to obtain Landlord's consent thereto or notify Landlord thereof. The provisions of Section 5.02 and Section 5.05 below shall not apply to any such co-occupancy, and the premises affected by any such co-occupancy shall not be counted towards the aggregate limitation affecting Desk Space Users set forth in Section 5.01(d) above. No such co-occupancy shall be deemed to vest in any such Affiliate or Founding Member of Tenant any right or interest in this Lease or a direct grant by Landlord of any right to occupy the Premises, nor shall it relieve, release, impair or discharge any of Tenant's obligations under this Lease.

5.02. Landlord's Right of First Offer.

(a) If Tenant desires to assign this Lease or sublet all or substantially all (e.g. not less than ninety (90%) percent of the RSF of the Premises) for a term expiring during the last year of the Term (other than in accordance with Sections 5.01(b), 5.01(c), 5.0(d) or 5.01(e), Tenant shall give to Landlord notice ("Tenant's Offer Notice") thereof, specifying (i) in the case of a proposed subletting, the location of the space to be sublet and the term of the subletting of such space, and (ii) in the case of a proposed assignment, the effective date thereof.

(b) Tenant's Offer Notice shall be deemed an offer from Tenant to Landlord whereby Landlord may, at Landlord's option, terminate this Lease. Said option may be exercised by Landlord by notice to Tenant within thirty (30) days after a Tenant's Offer Notice, together with all information required pursuant to Section 5.02(a), has been received by Landlord.

(c) If Landlord timely exercises its option under Section 5.02(b) to terminate this Lease, then this Lease shall terminate on the effective date of the proposed assignment or the sublease commencement date specified in the applicable Tenant's Offer Notice and all Rent shall be paid and apportioned to such date.

5.03. Assignment and Subletting Procedures.

(a) If Tenant delivers to Landlord a Tenant's Offer Notice with respect to any proposed assignment of this Lease or subletting of all or substantially all of the Premises expiring during the last year of the Term and Landlord does not timely exercise any of its options under Section 5.02 where Landlord is entitled to do so, and Tenant thereafter desires to assign this Lease or sublet any of the space specified in Tenant's Offer Notice, Tenant shall notify

Landlord (a "Transfer Notice") of such desire, which notice shall be accompanied by (A) a term sheet containing the material terms and conditions of the proposed assignment or sublease, the effective date of which shall be not less than 30 nor more than eighteen (18) months after the giving of the Transfer 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 Premises, (C) current financial information with respect to the proposed assignee or subtenant, including, without limitation, its most recent financial statement to the extent available and (D) such other information as Landlord may reasonably request and, providing that Tenant is not then in default of any of Tenant's obligations under this lease which continues after notice and the expiration of any applicable cure 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 conditioned and shall be given or denied within the thirty (30) days after receipt by Landlord of the Transfer Note (it being agreed that in the event that Landlord fails to respond to Tenant within such thirty (30) day period, Tenant shall send to Landlord a notice (hereinafter referred to as the "Second AS Notice") which shall state that unless Landlord either grants or denies its consent to the proposed assignment or subletting within five (5) Business Days after receipt of the Second AS Notice, Landlord's consent to such assignment or subletting shall be deemed granted, and, in the event Landlord fails to respond to such Second AS Notice within five (5) days of receipt thereof, Landlord will be deemed to have consented to such assignment or subletting), provided and upon condition that:

(i) In Landlord's reasonable judgment the proposed assignee or subtenant will use the Premises in a manner that (A) is in keeping with a First Class Building, (B) is limited to the use expressly permitted under this Lease, and (C) will not violate any negative covenant as to use contained in any other Lease of space in the Building of which Tenant has been advised.

(ii) The proposed assignee or subtenant is, in Landlord's reasonable judgment, a reputable person or entity and with sufficient financial worth considering the responsibility involved or in the case of sublease, in satisfaction of the financial responsibility requirements, the proposed subtenant may post a letter of credit or cash security in the amount of at least six (6) months rent payable under the proposed sublease.

(iii) Neither the proposed assignee or sublessee, nor any Affiliate of such assignee or sublessee, is then an occupant of any part of the Building (other than the Premises).

(iv) The proposed assignee or sublessee is not a person with whom Landlord is then negotiating or has within the prior three (3) months negotiated to lease space in the Building.

(v) The form of the proposed assignment or sublease shall comply with the applicable provisions of this Article 5.

(vi) There shall not be more than four (4) subtenants per full floor of the Premises and not more than two (2) subtenants per partial floor of the Premises.

(b) If Landlord consents to a proposed assignment or sublease and Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within one (1) year after the giving of such consent, then Tenant shall again comply with this Article 5 before assigning this Lease or subletting all or part of the Premises.

5.04. General Provisions.

(a) If this Lease is assigned, whether or not in violation of this Lease, Landlord may collect rent from the assignee. If the Premises or any part thereof are sublet or occupied by anybody other than Tenant, whether or not in violation of this Lease, Landlord may, after default by Tenant, and expiration of Tenant's time to cure such default, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected against Rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 5.01(a), or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance of Tenant's obligations under this Lease.

(b) No assignment or other transfer shall be effective until the assignee delivers to Landlord (i) evidence that the assignee, as Tenant hereunder, has complied with the requirements of Section 7.02 and Section 7.03, and (ii) an agreement substantially in the form set forth on Exhibit Q whereby the assignee assumes Tenant's obligations under this Lease.

(c) Notwithstanding any assignment or transfer, whether or not in violation of this Lease, and notwithstanding the acceptance of any Rent by Landlord from an assignee, transferee, or any other party, the original named Tenant and each successor Tenant shall remain fully liable for the payment of the Rent and the performance of all of Tenant's other obligations under this Lease. The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant shall not be discharged, released or impaired in any respect by any agreement made by Landlord extending the time to perform, or otherwise modifying, any of the obligations of Tenant under this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of Tenant under this Lease provided, that (i) in the case of any modification of this Lease made after the date of an assignment or other transfer of this Lease by Tenant, if such modification increases or enlarges the obligations of Tenant or reduces the rights of Tenant, then the initially named Tenant and each respective previous assignor or transferor shall not be liable under or bound by such increase, enlargement or reduction (but shall remain liable under this Lease as if such increase, enlargement or reduction had never been effected), and (ii) in the case of any waiver or failure to enforce by Landlord of a specific obligation of an assignee or transferee of Tenant, or an extension of time to perform in connection therewith, such waiver, failure and/or extension shall also be deemed to apply to the immediate previous and remote assignors or transferors of such assignee or transferee. Landlord shall give the initially named Tenant a copy of each notice of default given by Landlord to the then current tenant under this Lease. Landlord shall not have any right to terminate this Lease, or otherwise to exercise any of Landlord's rights and remedies under this Lease after a default by such current tenant, unless and until (A) the initially named Tenant receives a copy of the default notice in question, and (B) the initially named Tenant has an opportunity to remedy such default within the time periods set forth in this Lease. Landlord shall accept timely performance by the

initially named Tenant of any term, covenant, provision or agreement contained herein on the then current tenant's part to be observed and performed with the same force and effect as if performed by the then current tenant. If the initially named Tenant shall cure any outstanding default by such current tenant, excluding any such default that is not curable (such as bankruptcy), and Landlord or the current tenant seeks to terminate this Lease, then, subject to the applicable Laws, the initially named Tenant shall have the right to resume actual possession of the Premises for the unexpired balance of the Term upon all of the then executory terms of this Lease.

(d) Each subletting by Tenant shall be subject to the following:

(i) No subletting shall be for a term (including any renewal or extension options contained in the sublease) ending later than one day prior to the Expiration Date applicable to the portion of the Premises in which the sublet premises is located.

(ii) No sublease shall be valid, and no subtenant shall take possession of the Premises or any part thereof, until there has been delivered to Landlord, both (A) an executed counterpart of such sublease, and (B) a certificate of insurance evidencing that (x) Landlord is an additional insured under the insurance policies required to be maintained by occupants of the Premises pursuant to Section 7.02, and (y) there is in full force and effect, the insurance otherwise required by Section 7.02.

(iii) Each sublease shall provide that it is subject and subordinate to this Lease, and that in the event of termination, reentry 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 be liable for, subject to or bound by any item of the type that Landlord is not so liable for, subject to or bound by in the case of an attornment by an Eligible Subtenant to Landlord under Section 5.07(b) (except that the parenthetical set forth in Section 5.07(b)(i) shall not be applicable.)

(e) Each sublease shall provide that the subtenant may not assign its rights thereunder or further sublet the space demised under the sublease, in whole or in part, without Landlord's consent as required under this Lease and without complying with all of the terms and conditions of this Article 5, which for purposes of this Section 5.04(e) shall be deemed to be appropriately modified to take into account that the transaction in question is an assignment of the sublease or a further subletting of all or any portion of the space demised under the sublease, as the case may be.

(f) Tenant shall not publicly advertise the rental rate for the subleasing of the Premises or any portion thereof as sublet space or the consideration for an assignment of this Lease. Tenant may list the Premises or any portion thereof with brokers and such brokers may distribute flyers with respect to the availability of the Premises or any portion thereof.

(g) Tenant shall reimburse Landlord within thirty (30) days of demand accompanied by reasonable back-up documentation for any reasonable out-of-pocket costs and legal fees actually incurred by Landlord in connection with any assignment or sublease pursuant to this Article 5, including, without limitation, the costs of making investigations as to the acceptability of the proposed assignee or subtenant, whether or not such assignment or sublease is consented to.

5.05. Assignment and Sublease Profits,

(a) If the aggregate of the amounts payable as fixed rent and as additional rent on account of Taxes, Operating Expenses and electricity by a subtenant under a sublease of any part of the Premises and the amount of any Other Sublease Consideration payable to Tenant by such subtenant, whether received in a lump-sum payment or otherwise shall be in excess of Tenant's Basic Cost therefor at that time then, promptly after the collection thereof, Tenant shall pay to Landlord in monthly installments as and when collected, as Additional Charges, 50% of such excess. Tenant shall deliver to Landlord within ninety (90) days after the end of each calendar year and within ninety (90) days after the expiration or earlier termination of this Lease a statement specifying each sublease in effect during such calendar year or partial calendar year, the rentable area demised thereby, the term thereof and a computation in reasonable detail showing the calculation of the amounts paid and payable by the subtenant to Tenant, and by Tenant to Landlord, with respect to such sublease for the period covered by such statement. "Tenant's Basic Cost" for sublet space at any time means the sum of (i) the portion of the Fixed Rent, Tax Payments and Operating Payments which is attributable to the sublet space for the sublease term, plus (ii) the actual out-of-pocket costs paid or incurred by Tenant on account of electricity in respect of the sublet space, plus (iii) the actual out-of-pocket costs reasonably actually paid or incurred by Tenant in making changes in the layout and finish of the sublet space for the subtenant or providing an allowance therefor plus (iv) the actual out-of-pocket amount of any brokerage commissions and legal fees actually paid or incurred by Tenant in connection with the sublease plus (v) the unamortized or undepreciated cost of any leasehold improvements in the Premises (as determined on the basis of Tenant's federal income tax returns) in excess of Landlord's Contribution, in each case attributable to the Sublease Space in question. "Other Sublease Consideration" means all sums paid for the furnishing of services by Tenant (in excess of the cost of furnishing such services) and the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property less, in the case of the sale of such items, the then fair market value thereof.

(b) Upon any assignment of this Lease, Tenant shall pay to Landlord 50% of the Assignment Consideration received by Tenant for such assignment, after deducting therefrom (i) the actual out-of-pocket amount of any brokerage commissions and legal fees actually paid or incurred by Tenant in connection with the assignment plus (ii) the unamortized or undepreciated cost of any leasehold improvements in the Premises (as determined on the basis of Tenant's federal income tax returns) in excess of Landlord's Contribution plus (iii) without duplication, all of the expenses referred to on the definition of Tenant's Basic Cost above. "Assignment Consideration" means an amount equal to all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, without limitation, sums

paid for the furnishing of services by Tenant and the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property, less, in the case of a sale thereof, the then fair market value thereof.

(c) Notwithstanding anything in Section 5.05(a) to the contrary, during the period commencing on the Commencement Date and ending on the expiration of the RR Period (i) Tenant shall not be required to pay any amounts to Landlord pursuant to the provisions of Section 5.05(a) with respect to a subletting of the third (3rd) floor portion of the Premises or any part thereof and (ii) Landlord's consent shall not be required for any sublease executed and delivered with respect to the third (3rd) floor portion of the Premises but Tenant shall previously notify Landlord of any such sublease and have received Landlord's approval of the proposed subtenant pursuant to Sections 5.03(a)(i) and (ii) and provide Landlord with a copy of such sublease promptly after execution.

5.06. Initial Third Floor and Second Floor Subletting.

(a) Tenant has advised Landlord that Tenant may initially sublease the 3rd floor of the Premises and the portion of the second (2nd) floor initially comprising a portion of the Premises to one or more of the following entities (collectively, the "Permitted Entities" and individually a "Permitted Entity"), Landlord hereby agreeing that any entity which, throughout the entire term of the sublease in question, is and remains an Affiliate of one (1) or more of the following entities shall be deemed a Permitted Entity:

(i) The New York Stem Cell Foundation;

(ii) Celmatix, Inc.;

(iii) BioStorage LLC;

(iv) Illumina, Inc.;

(v) Hoffmann-La Roche Inc.;

(vi) Pfizer, Inc.;

(vii) Merck & Co., Inc.;

(viii) Oxford Nanopore Technologies Ltd.;

(ix) Genentech Inc.

(x) Life Technologies Corporation; and

(xi) Novartis International AG.

(b) Each subletting to a Permitted Entity shall be in accordance with the applicable provisions of this Article 5 except that the provisions of Section 5.02 will not

apply with respect to such subletting and Landlord hereby approves the Permitted Entities as subtenants.

(c) Landlord agrees that until such time as Tenant has subleased the entire 3rd floor and the portion of the second (2nd) floor initially comprising a portion of the Premises to one or more of the Permitted Entities, Landlord shall not negotiate with, or lease any space in the Building to any of the Permitted Entities.

5.07. Non-Disturbance Agreements for Eligible Subtenants.

(a) For purposes of this Lease, "Eligible Sublease" shall mean a sublease approved by Landlord pursuant to the provisions of this Article 5 (where such approval is required pursuant to the provisions of this Article 5) to a subtenant who is not an Affiliate or a person or entity set forth in Section 5.01(b) to whom this Lease may be sublet or assigned without Landlord's consent or a Permitted Entity (except to the extent a Permitted Entity becomes a subtenant of the Premises pursuant to the applicable provisions of this Article 5 without Tenant exercising its rights under Section 5.06 and is not an Affiliate or a person or entity set forth in Section 5.01(b) to whom this Lease may be sublet or assigned without Landlord's consent), and pursuant to which (i) one (1) or more entire contiguous floor(s) including the top full floor or the bottom full floor of the Premises is sublet for an initial term of not less than five (5) years expiring on the Expiration Date of this Lease less one (1) day and (ii) the subtenant thereunder (hereinafter referred to as an "Eligible Subtenant") (pursuant to the terms of either the sublease or the non-disturbance agreement to be provided by Landlord pursuant to Section 5.07(b), upon a termination of this Lease, (A) is required to pay fixed annual rent and additional rent to Landlord at the higher of (x) the fixed annual rent and additional rent due under such Eligible Sublease and (y) the fixed rent and additional rent being paid by Tenant pursuant to this Lease, on a rentable per square foot basis (determined in accordance with the terms of this Lease), for the applicable space being sublet pursuant to such Eligible Sublease during the remaining term of such Eligible Sublease and (B) agrees that the Eligible Sublease shall be deemed modified so as to be a direct lease between Eligible Subtenant and Landlord with respect to the portion of the Premises being sublet upon all of the terms and conditions of such Eligible Sublease except as set forth in Section 5.07(a)(A) and (x) if any terms and conditions of this Lease are more favorable to Landlord, in Landlord's sole opinion, than a corresponding provision of such Eligible Sublease, or (y) if a provision of this Lease which Landlord deems favorable to it is omitted from such Eligible Sublease, or (z) if any provision of the Eligible Sublease increases Landlord's obligations or decreases Landlord's right or increases Tenant's rights as set forth in this Lease, such more favorable provision shall be substituted for such Eligible Sublease provision with respect to (x), or added to such Eligible Sublease with respect to (y), as if this Lease had not been terminated with respect to such provisions or, with respect to (z), such less favorable provision shall be deleted from such Eligible Sublease.

(b) Landlord shall, within thirty (30) days after Tenant's request therefor, (provided the Eligible Subtenant and Tenant shall execute and deliver same) provide to each Eligible Subtenant under an Eligible Sublease, a non-disturbance agreement from Landlord (but not from any Superior Mortgagee or Superior Lessor) providing in substance that Landlord

will not name or join such Eligible Subtenant as a party defendant or otherwise in any suit, action or proceeding to terminate this Lease by reason of Tenant's default thereunder (except to the extent required to maintain any such action or proceeding), and to the further effect that if this Lease shall terminate by reason of the default by Tenant thereunder, then Landlord will recognize such Eligible Subtenant as the direct tenant of Landlord on the terms and conditions of the Eligible Sublease in question except as set forth in Section 5.07(a), provided, however, that Landlord's obligations thereunder shall not be more than the obligations of Landlord under this Lease and Landlord's rights thereunder shall not be less than the rights Landlord has under this Lease, and further provided that Landlord shall not be (i) liable for any credits, offsets, defenses or claims which such Eligible Subtenant might have against Tenant (except to the extent that the net effective rent under such Eligible Subtenant's Eligible Sublease is greater than the net effective rent payable by Tenant under this Lease which is attributable to the sublet space, in which case such Eligible Subtenant, from and after the date of its attornment, shall be entitled to offset such credits and offsets against such excess until liquidated); (ii) bound by any fixed rent or additional rent which such Eligible Subtenant might have paid for more than the current month to Tenant; (iii) liable for any act or omission of Tenant; (iv) bound by any covenant or agreement to undertake or complete any improvement to such Eligible Subtenant's premises or the Building; (v) be required to account for any security deposit other than any security deposit actually delivered to Landlord; (vi) liable for any payment to such Eligible Subtenant of any sums, or the granting to subtenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into such Eligible Subtenant's premises; (vii) liable for any brokerage commissions payable in connection with such Eligible Sublease or any renewal thereof, (viii) bound by any amendment, modification or surrender of such Eligible Sublease made without Landlord's prior written consent; (ix)) liable for any claim for damages of any kind whatsoever as the result of any breach by Tenant under the Eligible Sublease that occurred before the date of attornment; or (x) bound by any obligation to restore the Building, such Eligible Subtenant's premises or property located therein in the event of a casualty or condemnation of the Building or such Eligible Subtenant's premises or any portion thereof except as expressly required by this Lease. Notwithstanding anything contained in this Section 5.07(b) which may be deemed to the contrary, no Superior Mortgagee shall be bound by the terms of any non-disturbance agreement issued by Landlord to any Eligible Subtenant unless such non-disturbance agreement has been expressly consented to in writing by such Superior Mortgagee.

ARTICLE 6

Subordination; Default; Indemnity

6.01. Subordination.

(a) Subject to the provisions of Section 6.01(d) and the provisions of the Lender Non-Disturbance Agreement, the Ground Lessor Non-Disturbance Agreement and any other SNDA, as the case may be, this Lease is subject and subordinate to the lien each mortgage (a "Superior Mortgage") and each underlying lease (a "Superior Lease") which may now or hereafter affect all or any portion of the Project or any interest therein and to any

amendment, modification, supplement, renewal or extension thereof. The lessor under a Superior Lease is called a "Superior Lessor" and the mortgagee under a Superior Mortgage is called a "Superior Mortgagee". Tenant shall execute, acknowledge and deliver any instrument reasonably requested by Landlord, a Superior Lessor or Superior Mortgagee to evidence such subordination, but no such instrument shall be necessary to make such subordination effective. Tenant shall execute any amendment of this Lease requested by a Superior Mortgagee or a Superior Lessor, provided such amendment shall not result in a increase in Tenant's obligations under this Lease or a reduction in the benefits available to Tenant in each case, to more than a de minimis extent. In the event of the enforcement by a Superior Mortgagee of the remedies provided for by law or by such Superior Mortgage, or in the event of the termination or expiration of a Superior Lease, Tenant, upon request of such Superior Mortgagee, Superior Lessor or any person succeeding to the interest of such mortgagee or lessor (each, a "Successor Landlord"), shall automatically become the tenant of such Successor Landlord without change in the terms or provisions of this Lease (it being understood and agreed that Tenant shall, if requested, enter into a new lease on the then executory terms identical to those in this Lease); provided, that, except as otherwise may expressly be provided in an SNDA, Tenant and any Successor Landlord shall have, in substance, the benefit of, and be subject to, the provisions set forth in Section 4 of Exhibit E annexed hereto (i.e., the Form of SNDA). Upon request by such Successor Landlord, Tenant shall execute and deliver an instrument or instruments, reasonably requested by such Successor Landlord, confirming the attornment provided for herein, but no such instrument shall be necessary to make such attornment effective.

(b) Tenant shall give each Superior Mortgagee and each Superior Lessor a copy of any notice of default served upon Landlord, provided that Tenant has been notified of the address of such mortgagee or lessor. If Landlord fails to cure any default as to which Tenant is obligated to give notice pursuant to the preceding sentence within the time provided for in this Lease, then each Superior Mortgagee and Superior Lessor (other than a Superior Mortgagee or Superior Lessor that is an Affiliate of Landlord) shall have an additional 30 days after receipt of such notice within which to cure such default or if such default cannot be cured within that time, then such additional time as may be commercially reasonably necessary if, within such 30 days, any such mortgagee or lessor has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings or eviction proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated and Tenant shall not exercise any other rights or remedies under this Lease or otherwise while such remedies are being so diligently pursued, other than (in accordance with, and subject to, the applicable provisions of this Lease) Tenant's rights to any abatement or setoff of Rent expressly provided in this Lease. Nothing herein shall be deemed to imply that Tenant has any right to terminate this Lease or any other right or remedy, except as may be otherwise expressly provided for in this Lease.

(c) Intentionally omitted.

(d) Notwithstanding the provisions of Section 6.01(a), Tenant's obligation to subordinate its interest in this Lease to any existing or future Superior Mortgage is expressly conditioned upon Tenant's receipt from such Superior Mortgagee of a subordination,

non-disturbance and attornment agreement (an "SNDA") in favor of Tenant which would be (x) on substantially the form annexed hereto as Exhibit E, (or such other form that provides substantially comparable protection and does not impose any additional material obligations or conditions on Tenant) or (y) on the form then customarily used by such holder, provided such form affords Tenant substantially similar protections as provided under the form SNDA annexed hereto as Exhibit E, and does not impose any additional material obligations or conditions on Tenant. Notwithstanding the foregoing, this Lease and Tenant's obligations hereunder shall not be affected or impaired in any respect should any such Superior Mortgagee decline to enter into such SNDA, except that this Lease shall not be subject and subordinate to the applicable Superior Mortgage as provided in Section 6.01(a). If (A) such Superior Mortgagee executes and delivers to Landlord an SNDA and Landlord delivers same to Tenant, (B) Tenant either fails or refuses to execute and deliver such SNDA within ten (10) Business Days following Landlord's (or such Superior Mortgagee's) delivery of such SNDA, (C) Landlord (or such Superior Mortgagee) sends to Tenant a notice (the "Second SNDA Notice") stating, in substance, that unless Tenant executes and delivers such SNDA within five (5) Business Days after the date of the Second SNDA Notice, this Lease shall be subject and subordinate to such Superior Mortgage and Tenant shall automatically be deemed to be subject to and subordinate to such Superior Mortgage and Landlord shall have no further obligation to obtain an SNDA from such Superior Mortgagee, and (D) Tenant either fails or refuses to execute and deliver such SNDA within such five (5) Business Day period after the date of the Second SNDA Notice, then this Lease shall be subject and subordinate to such Superior Mortgage and Tenant shall automatically be deemed to be subject to and subordinate to such Superior Mortgage and Landlord shall have no further obligation to obtain an SNDA from such Superior Mortgagee. In no event shall Landlord be required to incur any expenses (other than *de minimis* expenses) or commence any litigation in order to obtain such SNDA, nor shall Landlord be required to take any step which may, in Landlord's judgment, have an adverse effect on its relationship with such Superior Mortgagee.

(e) As of the date of this Lease, the sole existing Superior Lease is that certain ground lease dated December 19, 1989 (the "Ground Lease") by and between The Rector, Church-Wardens and Vestrymen of Trinity Church in the City of New York ("Ground Lessor"), as lessor, and Landlord, as lessee. Landlord represents to Tenant that as of the date of this Lease, the Ground Lease has not been amended. Concurrently with the execution and delivery of this Lease, Tenant shall execute, acknowledge and deliver to Landlord an SNDA (the "Ground Lessor Non-Disturbance Agreement"), in the form of Exhibit N annexed to this Lease and made a part hereof. Concurrently with the execution and delivery of this Lease by Landlord, Landlord shall deliver to Tenant the Ground Lessor Non-Disturbance Agreement executed and acknowledged by the Ground Lessor.

(f) As of the date of this Lease, the sole existing Superior Mortgage is held by U.S. Bank National Association, as Trustee, successor in interest to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee for the registered holders of LBUBS Commercial Mortgage Trust 2005-C3, Commercial Mortgage Pass-Through Certificates Series 2005-C3 ("Lender"). Concurrently with the execution and delivery of this Lease, Tenant shall execute, acknowledge and deliver to Landlord an SNDA (the "Lender Non-Disturbance Agreement"), in the form of Exhibit O annexed to this

Lease and made a part hereof. Concurrently with the execution and delivery of this Lease by Landlord, Landlord shall deliver to Tenant the Lender Non-Disturbance Agreement executed and acknowledged by Lender.

6.02. Estoppel Certificate. Each party shall, at any time and from time to time, within ten (10) days after request by the other party, execute and deliver to the requesting party (or to such person or entity as the requesting party may designate) a statement certifying 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), certifying the Commencement Date, Expiration Date, the amounts of the Fixed Rent and Additional Charges and the dates to which the Fixed Rent and Additional Charges have been paid and stating whether or not, to the best knowledge of such party, 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 such party has knowledge and whether or not any options or offer or similar rights have been exercised it being intended that any such statement shall be deemed a representation and warranty to be relied upon by the party to whom such statement is addressed. Landlord and Tenant also shall include or confirm in any such statement such other information concerning this Lease as Tenant or Landlord, as the case may be, may reasonably request.

6.03. Default. This Lease and the term and estate hereby granted are subject to the limitation that:

(a) if Tenant defaults in the payment of any Rent, and such default continues for ten (10) days after Landlord gives to Tenant a notice specifying such default, or

(b) if Tenant defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in Section 6.03(a), (c), (d), (e), or (f)), and if such default continues and is not cured within thirty (30) days after Landlord gives to Tenant a notice specifying the same, or, in the case of a default which for causes beyond Tenant's reasonable control cannot with due diligence be cured within such period of thirty (30) days, if Tenant shall not (i) advise Landlord of Tenant's intention duly to institute all steps necessary to cure such default, and actually commence such cure, in both cases within ten (10) days after Landlord gives to Tenant such notice, and/or (ii) thereafter diligently prosecute to completion all steps necessary to cure the same, or

(c) if this Lease or the estate hereby granted would, by operation of law or otherwise, devolve upon or pass to any person or entity other than Tenant, except as expressly permitted by Article 5, and such default continues for fifteen (15) days after Landlord gives to Tenant a notice specifying such default, or

(d) if Tenant shall abandon the Premises (it being understood and agreed that the fact that any of Tenant's Property remains in the Premises shall not be evidence that Tenant has not abandoned the Premises) and fails to provide security to prevent unauthorized entry after such abandonment, or

(e) if a default in the keeping, observance or performance of any covenant or agreement under Section 4.02(g) occurs and if such default continues and is not cured within 5 days after Landlord gives to Tenant a notice specifying the same, or

(f) if Tenant fails to deliver to Landlord any Letter of Credit or replacement thereof within the time period required under Section 2.09, or if Tenant fails to deliver to Landlord any Supplemental Letter or replacement thereof within the time period required under Section 8.20, and, in either case, such failure continues for five (5) Business Days after Landlord gives to Tenant a notice specifying such failure, or

(g) if Tenant shall commence or institute any case, proceeding or other action (i) seeking relief on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future Laws of any jurisdiction, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for any part of its property, or

(h) If any case, proceeding or other action shall be commenced or instituted against Tenant (i) seeking to have an order for relief entered against Tenant as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future Laws of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any part of its property, which (x) results in any such 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 (y) is not contested, in good faith, by Tenant within fourteen (14) days of the date such case, proceeding or other action is instituted (or such shorter time period as may be prescribed by local bankruptcy rule, the bankruptcy court or other applicable law) or (z) remains undismissed for a period of ninety (90) days, or

(i) if Tenant shall make a general assignment for the benefit of creditors,

then, in any of such cases (the events described in Section 6.03(a), (b), (c), (d), (e), (f), (g), (h) and (i) being individually referred to as an "Event of Default" and collectively as "Events of Default"), in addition to any other remedies available to Landlord at law or in equity, Landlord shall be entitled to give to Tenant a notice of intention to end the Term on a date that is not less than 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 shall terminate upon the date set forth in such notice with the same effect as if the last of such 5 days were the Expiration Date, but Tenant shall remain liable for damages as provided herein or pursuant to law.

6.04. Re-entry by Landlord. If this Lease shall terminate as provided in Section 6.03, Landlord or Landlord's agents and servants may immediately or at any time

thereafter re-enter into or upon the Premises, or any part thereof, either by summary dispossess proceedings or by any suitable action or proceeding at law, 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 Premises. The words "re-enter" and "re-entering" as used in this Lease are not restricted to their technical legal meanings. Upon such termination or re-entry, Tenant shall pay to Landlord any Rent then due and owing (in addition to any damages payable under Section 6.05).

6.05. Damages. If this Lease is terminated under Section 6.03, or if Landlord re-enters the Premises under Section 6.04, Tenant shall pay to Landlord as damages, at the election of Landlord, either:

(a) a sum which, at the time of such termination, represents the then present value (using a discount rate of 4%) of the excess, if any, of (1) the aggregate of the Rent which, had this Lease not terminated, would have been payable hereunder by Tenant for the period commencing on the day following the date of such termination or re-entry to and including the Expiration Date over (2) the aggregate fair rental value of the Premises for the same period (for the purposes of this clause (a) the amount of Additional Charges which would have been payable by Tenant under Section 2.04 and Section 2.05 shall, for each calendar year ending after such termination or re-entry, be deemed to be an amount equal to the amount of such Additional Charges payable by Tenant for the calendar year immediately preceding the calendar year in which such termination or re-entry shall occur), or

(b) sums equal to the Rent that would have been payable by Tenant through and including the Expiration Date had this Lease not terminated or had Landlord not re-entered the Premises, payable upon the due dates therefor specified in this Lease; provided, that if Landlord shall relet all or any part of the Premises for all or any part of the period commencing on the day following the date of such termination or re-entry to and including the Expiration Date, 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 and of re-entering the Premises and of securing possession thereof, as well as the expenses of reletting, including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions, and all other expenses properly chargeable against the Premises and the rental therefrom in connection with such reletting, it being understood and agreed that any such reletting may be for a period equal to or shorter or longer than said period; provided, further, that (i) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord under this Lease, (ii) in no event shall Tenant be entitled, in any suit for the collection of damages pursuant to this Section 6.05(b), 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 on account of any period that is the subject of such suit, (iii) if the Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot rentable area basis shall be made of the rent received from such reletting and of the expenses of reletting and (iv) Landlord shall have no obligation to so relet the

Premises and Tenant hereby waives any right Tenant may have, at law or in equity, to require Landlord to so relet the Premises.

Suit or suits for the recovery of any damages payable hereunder by Tenant, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall require Landlord to postpone suit until the date when the Term would have expired but for such termination or re-entry.

6.06. Other Remedies. Nothing contained in this Lease shall be construed as limiting or precluding the 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. Subject to the limitation of liability and limitation of rights and remedies elsewhere expressly provided in this Lease, the specified remedies to which Landlord or Tenant may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord or Tenant may lawfully be entitled, and subject to the other applicable provisions of this Lease, Landlord and Tenant may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for. Except as otherwise provided in Section 6.10, neither Landlord nor Tenant shall be liable to the other for consequential damages under this Lease or with respect to the use or occupancy of the Premises or the management or operation of the Building.

6.07. Right to Injunction. In the event of a breach or threatened breach by Landlord or Tenant of any of its obligations under this Lease, the other party shall also have the right of injunction.

6.08. Certain Waivers. Tenant waives and surrenders all right and privilege that Tenant might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after any termination of this Lease. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession for nonpayment of rent, and the provisions of any successor or other law of like import. Landlord and Tenant each waive trial by jury in any action in connection with this Lease.

6.09. No Waiver. Failure by either party to declare any default immediately upon its occurrence or delay in taking any action in connection with such default shall not waive such default but such party shall have the right to declare any such default at any time thereafter. Any amounts paid by Tenant to Landlord may be applied by Landlord, in Landlord's discretion, to any items then owing by Tenant to Landlord under this Lease. Receipt by Landlord of a partial payment shall not be deemed to be an accord and satisfaction (notwithstanding any endorsement or statement on any check or any letter accompanying any check or payment) nor shall such receipt constitute a waiver by Landlord of Tenant's obligation to make full payment. No act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and

signed by Landlord and by each Superior Lessor and Superior Mortgagee whose lease or mortgage provides that any such surrender may not be accepted without its consent.

6.10. Holding Over.

(a) If Tenant holds over without the consent of Landlord after expiration or termination of this Lease, Tenant shall (A) pay as holdover rental for each month (or portion thereof) of the holdover tenancy an amount equal to 125% for the first sixty (60) days, 150% for the next six (6) months, and 200% thereafter, of the Rent which Tenant was obligated to pay for the month immediately preceding the end of the Term; and (B) if such holdover exceeds nine (9) months, be liable to Landlord for and indemnify Landlord against (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises (a "New Tenant") by reason of the late delivery of space to the New Tenant as a result of Tenant's holding over or in order to induce such New Tenant not to terminate its lease by reason of the holding over by Tenant, (ii) the loss of the benefit of the bargain if any New Tenant shall terminate its lease by reason of the holding over by Tenant and (iii) any claim for damages by any New Tenant. No holding over by Tenant after the Term shall operate to extend the Term. Notwithstanding the foregoing, the acceptance of any rent paid by Tenant pursuant to this Section 6.10 shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding.

(b) No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of the Term shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Section 6.10.

(c) The acceptance of any rent paid by Tenant pursuant to this Section 6.10 shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding, and the provisions of this Section 6.10 shall be deemed to be an "agreement expressly providing otherwise" within the meaning of Section 232-c of the Real Property Law of the State of New York. Tenant expressly waives, for itself and for any person or entity claiming through or under Tenant, any rights which Tenant or any such person or entity may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the provisions of this Lease.

6.11. Attorneys' Fees. Tenant or Landlord, as the case may be, shall pay upon demand, all reasonable attorneys' fees, filing fees and disbursements, incurred by Landlord or Tenant, as the case may be, in enforcing the other party's performance of its obligations under this Lease, resulting from a default or breach of such party's obligations hereunder, and/or relating to an action, suit or proceeding commenced by Landlord or Tenant, as the case may be; provided that in the event an action, suit or proceeding is actually instituted by such party, that

Landlord or Tenant, as the case may be, is the prevailing party in any such action, suit or proceeding. Notwithstanding the foregoing, in the event any bankruptcy, insolvency or other similar proceeding is commenced involving Tenant, Tenant shall, upon demand, reimburse Landlord for Landlord's attorneys' fees and disbursements and court costs incurred or paid by or on behalf of Landlord in connection with such bankruptcy, insolvency or other similar proceeding.

6.12. Non-liability and Indemnification.

(a) Neither Landlord, any Superior Lessor or any Superior Mortgagee, nor any direct or indirect member, partner, director, officer, shareholder, principal, agent, servant or employee of Landlord, any Superior Lessor or any Superior Mortgagee (whether disclosed or undisclosed), shall be liable to Tenant for (i) any loss, injury or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any loss of or damage to property of Tenant (including, without limitation, the Mezz Equipment and the 7th Floor Roof Deck Installations) or of others entrusted to employees of Landlord; provided, that, except to the extent of the release of liability and waiver of subrogation provided in Section 7.03 hereof and the other limitations on Landlord's liability set forth in this Lease, the foregoing shall not be deemed to relieve Landlord of any liability to the extent resulting from (A) the negligence or willful misconduct of Landlord, its agents, servants, employees or contractors in the operation or maintenance of the Premises or the Building, or (B) a default by Landlord in the performance of any of its obligations contained in this Lease on its part to perform, or (ii) any loss, injury or damage described in clause (i) above caused by other tenants or persons in, upon or about the Building (except to the extent caused by the negligence or willful misconduct of Landlord, its agents, servants, employees or contractors), or caused by operations in construction of any private, public or quasi-public work, or (iii) even if negligent, consequential damages arising out of any loss of use of the Premises or any equipment, facilities or other Tenant's Property therein or otherwise. Subject to the provisions of Section 7.03 and the other limitations on Landlord's liability set forth in this Lease, Landlord hereby agrees to indemnify, defend, protect and hold Tenant and its direct and indirect members, partners, directors, officers, shareholders, principals, agents and employees (each, an "Indemnified Tenant Party") harmless from and against any and all claims, losses, liabilities, assessments and damages arising from or in connection with any negligence or willful misconduct of Landlord or its agents, servants, employees or contractors in connection with the operation of the Building's common areas or from a default by Landlord in the performance of any of its obligations contained in this Lease on its part to perform, together with all reasonable, out-of-pocket costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorneys' fees and disbursements; provided, that the foregoing indemnity shall not apply to the extent such claim results from the negligence (other than negligence to which the release of liability and waiver of subrogation provided in Section 7.03 below applies) or willful misconduct of the Indemnified Tenant Party. If any action or proceeding is brought against any Indemnified Tenant Party by reason of any such claim, Landlord, upon notice from such Indemnified Tenant Party, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to such Indemnified Tenant Party), it being understood and agreed that counsel selected by

Landlord's insurance company to resist and defend such action or proceeding is, absent a conflict, hereby deemed to be satisfactory to such Indemnified Tenant Party.

(b) Subject to the provisions of Section 7.03, Tenant shall indemnify, defend, protect and hold harmless Landlord, all Superior Lessors and all Superior Mortgagees and each of their respective direct and indirect members, partners, directors, officers, shareholders, principals, agents and employees (each, an "Indemnified Party"), from and against any and all claims, losses, liabilities, assessments, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising from, in connection with, by reason of or resulting from (i) the use, occupancy, operation or management of the Premises or of any business therein, or any work or thing done, or any condition created, in or about the Premises, (ii) negligence or willful misconduct of Tenant or any person claiming through or under Tenant or any of their respective direct or indirect members, partners, shareholders, directors, officers, agents, employees or contractors, (iii) any accident, injury or damage occurring in, at or upon the Premises, (iv) any default by Tenant in the performance of Tenant's obligations under this Lease, (v) any brokerage commission or similar compensation claimed to be due by reason of any proposed subletting or assignment by Tenant (irrespective of the exercise by Landlord of any of the options in Section 5.02(b)), (vi) the storage, removal and/or transport of Medical Waste by or on behalf of Tenant or any person or entity claiming by, through or under Tenant, (vii) any Alteration or other work (other than Landlord's Initial Work, Landlord's Additional Work or any other work performed by or on behalf of Landlord) performed by or on behalf of, or materials supplied (other than materials supplied in connection with Landlord's Initial Work, Landlord's Additional Work or any other work performed by or on behalf of Landlord) to, Tenant or any person or entity claiming by, through or under Tenant and/or any mechanics' or other liens or any violation asserted in connection with an Alteration or such other work by reason of the acts or omissions of, or because of a claim against, Tenant or anyone claiming under or through Tenant, (viii) Tenant, any subtenant or other occupant of the Premises (or any portion thereof) or any of their respective contractors, employees, licensees or agents handling, releasing, installing, producing, storing, using, transporting, generating, treating or disposing of Hazardous Materials (including any cleanup, remedial, removal or restoration work required by the Applicable Environmental Laws), in, on or from the Premises or any portion of the Project, (ix) any lien or claim, or the assertion of any lien or claim, upon the Building (or any portion thereof or interest therein) or on Landlord (or on any interest therein) resulting from the acts of (or failure to act by) Tenant, any subtenant or other occupant of the Premises (or any portion thereof) or any of their respective contractors, employees, licensees or agents, (x) any of the proceedings described in Section 4.06, (xi) the use of the Parking Area by Tenant's Parking Users, (xii) Tenant's failure to pay the fees and other charges described in Section 8.28, and (xiii) the Generator Uses; together with all reasonable, out-of-pocket costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and disbursements; provided, that the foregoing indemnity shall not apply to the extent such claim results from the negligence (other than negligence to which the release of liability and waiver of subrogation provided in Section 7.03 below applies) or willful misconduct of the Indemnified Party. If any action or proceeding is brought against any Indemnified Party by reason of any such claim, Tenant, upon notice from such Indemnified Party shall resist and defend such action or proceeding (by counsel

reasonably satisfactory to such Indemnified Party), it being understood and agreed that counsel selected by Tenant's insurance company to resist and defend such action or proceeding is, absent a conflict, hereby deemed to be satisfactory to such Indemnified Party.

(c) Tenant shall be responsible for, and shall indemnify Landlord for, any and all sales, use or other similar taxes or charges imposed by any federal, state or local governmental authority and/or under any Law arising from or relating to this Lease and the transactions contemplated hereby, including, without limitation, the payment of the Landlord's Contribution, the purchase or installation of any Tenant's Property or Tenant's Improvements and Betterments, or the performance by Tenant of any Initial Tenant Work or any other Alterations. This provision shall survive the expiration or earlier termination of this Lease.

6.13. Tenant's Bankruptcy. Without limiting any of the foregoing provisions of this Article 6, if, pursuant to the Bankruptcy Code of 1978, as the same may be amended, Tenant is permitted to assign this Lease in disregard of the obligations contained in Article 5 hereof, Tenant agrees that adequate assurance of future performance by the assignee permitted under such Code shall mean (A) the deposit of a letter of credit, substantially in form and content as the draft letter of credit annexed hereto as Exhibit X, but with such commercially reasonable revisions as may be required by Landlord to make such letter of credit, in Landlord's reasonable determination, consistent with other letters of credit then being required by landlords of First Class Buildings under similar circumstances, in an amount equal to a reasonable multiple of the monthly Fixed Rent then reserved hereunder and the Additional Rent payable under this Lease for the calendar year preceding the year in which such assignment is intended to become effective (taking into account (i) the amount of security that a landlord of a comparable First-Class Buildings would require for a comparable arm's length transaction under then current market conditions with a tenant with the creditworthiness of such trustee or assignee) and (ii) the Letter of Credit and Security Deposit Amount then being held by Landlord under this Lease, which letter of credit shall be held by Landlord, for the balance of the Term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed) or (B) that any such assignee of this Lease (or a guarantor of such assignee's obligations under this Lease) shall have a net worth, exclusive of good will, equal to a reasonable multiple of the aggregate of the annual Fixed Rent reserved hereunder plus a reasonable multiple of the Additional Rent for the preceding calendar year aforesaid (taking into account (x) the net worth, exclusive of good will, that a landlord of a comparable First-Class Buildings would require of a tenant in a comparable arm's length transaction under then current market conditions and (y) the Letter of Credit and Security Deposit Amount then being held by Landlord under this Lease).

ARTICLE 7

Insurance; Casualty; Condemnation

7.01. Compliance with Insurance Standards.

(a) Tenant shall not knowingly violate, or permit the violation of, any condition imposed by any insurance policy then issued in respect of the Project and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises, which would subject Landlord, any Superior Lessor or any Superior Mortgagee to any liability or responsibility for personal injury or death or property damage, or which would increase any insurance rate in respect of the Project over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Project in amounts reasonably satisfactory to Landlord, or which would result in the cancellation of, or the assertion of any defense by the insurer in whole or in part to claims under, any policy of insurance in respect of the Project; but nothing contained in this Section 7.01(a) shall be construed to prohibit Tenant's use (as opposed to manner of use) of the Premises for the Primary Permitted Uses or the Supplemental Permitted Uses, provided Tenant's use of the Premises for the Primary Permitted Uses and the Supplemental Permitted Uses is in accordance with, and subject to, the other provisions of this Lease.

(b) If, by reason of any failure of Tenant to comply with this Lease, the premiums on Landlord's insurance on the Project shall be higher than they otherwise would be, Tenant shall reimburse Landlord, within thirty (30) days after Landlord's demand (which demand shall be accompanied by a reasonably detailed statement explaining such higher premiums), for that part of such premiums paid or payable by reason of such failure on the part of Tenant.

7.02. Insurance.

(a) Tenant shall maintain at all times during the Term:

(i) "All Risk" or "Special Form" property insurance, including peril of flood, on all Alterations (including the Initial Tenant Work), Tenant's Property, Fixtures, Improvements and Betterments and all other leasehold improvements now or hereafter existing in the Premises or installed by or on behalf of Tenant or any person or entity claiming by, through or under Tenant, anywhere in the Building, (A) including equipment breakdown and/or boiler and machinery insurance, (B) in an amount equal to 100% of the "Full Replacement Cost," which for purposes of this Lease shall mean actual replacement value new; (C) with no co-insurance; (D) providing for no deductible in excess of $50,000.00 (except that in the case of peril of flood, providing for no deductible in excess of $100,000.00); (E) with Business Income coverage equal to twelve (12) months of operating income and not less than twelve (12) months of rent coverage, covering Tenant's obligation to pay all amounts of Fixed Rent and Additional Rent due under this Lease, and naming Landlord as a loss payee; (F) with the following endorsement, in substance: "This insurance shall not be invalidated should the insured waive any or all right of recovery against any part for the loss occurring to the property described herein";

and (G) containing a Loss Payable endorsement stating that the proceeds of any claim payments in excess of $2,000,000.00 be payable to Landlord, Tenant and each Superior Lessor and Superior Mortgagee as their interests may appear. Tenant shall cooperate with Landlord in connection with the collection of any insurance monies that may be due in the event of loss and Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required to recover any such insurance monies;

(ii) Commercial General Liability insurance, with Landlord and its managing agent, if any, and each Superior Lessor and Superior Mortgagee whose name and address shall have been furnished to Tenant, as additional insureds, which shall include, without limitation, coverage for all operations, Independent Contractors, Blanket Contractual Liability, Completed Operations and Products Liability, Personal and Advertising Injury, Water Damage Liability, Fire Damage Legal Liability, and Medical Payments, applying per location, and:

(A) Shall contain limits of liability of not less than $1,000,000 per occurrence and a $2,000,000 General Aggregate, $2,000,000 for Complete Operations Aggregate, $1,000,000 for Personal and Advertising Injury, $50,000 Fire Damage Legal Liability, and $10,000 for Medical Payments;

(B) Shall provide for no deductible or retention in excess of $100,000.00;

(C) Shall include Knowledge of Occurrence, Notice of Occurrence, and Unintentional Errors and Omissions Endorsements; and

(D) May be carried under a blanket policy covering the Premises and other locations of Tenant, if any, provided such policy contains an endorsement (A) naming Landlord (and the additional insureds) as additional insureds, (B) specifically referencing the Premises, and (C) containing an "Amendment-Aggregate Limits of Insurance (Per Location)" endorsement, also known as "Designated Location(s) General Aggregate Limit" endorsement, Insurance Services Office Form CG2904 (or equivalent).

(iii) Workers' Compensation insurance in accordance with statutory requirements of the State of New York, Employer's Liability with limits of $1,000,000/$1,000,000/$1,000,000, and any other statutorily required insurance of a similar nature including but not limited to New York State Disability Insurance;

(iv) Commercial Automobile Liability insurance, covering Owned, Non-Owned and Hired Vehicles. The Limit of Liability shall be not less than $1,000,000 Combined Single Limit;

(v) Umbrella insurance for limits not less than $10,000,000.00. If Umbrella insurance is written by more than one company, any layers above the first layer shall follow the form of the primary policy. The Umbrella insurance shall be excess of General Liability, Automobile Liability and Employers' Liability; and

(vi) when Alterations are in process, the insurance specified in Section 4.02(f) hereof.

(b) The limits of the insurance set forth in subsection (a) above shall not limit the liability of Tenant. Tenant shall deliver to Landlord and any additional insureds, prior to the Commencement Date, certificates of insurance, in form reasonably satisfactory to Landlord issued by the insurance company or its authorized agent, evidencing all of the insurance required to be maintained by Tenant. Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant shall deliver to Landlord and any additional insureds such renewal policy or a certificate thereof at least 10 days before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility authorized to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing as A-/X or better or the then equivalent of such rating, and all such policies (other than Workers' Compensation and Commercial Automobile Liability) shall contain a provision whereby the insurer agrees to give written notice of cancellation, lapse or modification in accordance with standard ISO forms to Landlord and all additional insureds (such notice being herein referred to as an "Insurance Cancellation Notice"). In the event (i) Tenant fails to provide or keep in force the insurance required by this Lease, at the times and for the durations specified in this Lease, or (ii) if an Insurance Cancellation Notice is given to Landlord and within five (5) days after the date of the Insurance Cancellation Notice the cancelled or modified insurance is not replaced with the insurance required under this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, upon not less than two (2) Business Day notice to Tenant, to procure such required insurance on behalf of Tenant and/or pay the premiums for such required insurance, in either of which events Tenant shall repay Landlord within thirty (30) days after demand by Landlord, as Additional Rent, all sums so paid by Landlord and any costs or expenses incurred by Landlord in connection therewith without prejudice to any other rights and remedies of Landlord under this Lease. Landlord may from time to time require that the amount of the insurance to be maintained by Tenant under this Section 7.02 be increased, but no more frequently than one (1) time every three (3) years during the Term, so that the amount thereof, in Landlord's reasonable determination, is commercially reasonable and is consistent with the insurance then being required by Landlord for other tenants and occupants of the Building, taking into account the Supplementary Permitted Uses and the Ancillary Permitted Uses, so as to adequately protects Landlord's interest.

(c) The Commercial General Liability and Umbrella Liability insurance required to be carried by Tenant or by any person or entity claiming by, through or under Tenant, shall be primary, notwithstanding any other insurance that might be in effect for the indemnities, and any coverage carried by indemnities shall be excess insurance.

(d) Landlord, at Landlord's expense, shall maintain at all times during the Term, with a reputable insurance company licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing as "A-" or better or the then equivalent of such rating, the following insurance: (i) commercial general liability insurance against all claims, demands or actions for injury to or death of person or property having a limit of not less than $50,000,000 per occurrence and/or in the aggregate, including products liability, contractual liability and independent contractors' coverage, with broad form endorsement, arising from or related to, or in any way connected with the conduct of Landlord, the operation of the Project and/or caused by the acts or omissions of Landlord, its employees, agents, servants and contractors; (ii) if there is a boiler or other similar refrigeration equipment or pressure object or other similar equipment in the Building, steam boiler, air conditioning and machinery insurance written on broad form basis with a limit of not less than $25,000,000; (iii) "all-risk" property insurance, without deduction for depreciation for the full replacement cost of the Building (exclusive of foundations and footings, exclusive of alterations, decorations, installations, repairs, improvements, additions, replacements or other physical changes in or about the Building made by or on behalf of Tenant or the other tenants or occupants of the Building and exclusive of Tenant's Property and the property of the other tenants or occupants of the Building); and (iv) worker's compensation, disability and such other similar insurance covering all persons employed in connection with the management and operation of the Project and/or Landlord's Work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant, the Premises or the Project. Such insurance may be carried under a blanket policy covering the Building and other locations of Landlord (or Landlord's affiliates), if any.

7.03. Subrogation Waiver. Landlord and Tenant shall each include in each of its insurance policies (insuring the Building in case of Landlord, and insuring Tenant's Property, Fixtures and Improvements and Betterments in the case of Tenant, against loss, damage or destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party during the Term or, if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (b) any other form of permission for the release of the other party. Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property occurring during the Term to the extent to which it is, or is required to be, insured under a policy or policies containing a waiver of subrogation or permission to release liability. Nothing contained in this Section 7.03 shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore or rebuild or to nullify any abatement of rents provided for elsewhere in this Lease. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of each party and its members, partners,

officers and employees and, in the case of Tenant, shall also extend to subtenants, Desk Space Users, permitted Affiliates and Founding Members of Tenant using the Premises in accordance with the terms of this Lease (provided, that any such party shall obtain a waiver of subrogation against Landlord or other form of permission for the release of Landlord as required of Tenant in accordance with the first paragraph of this Section 7.03), and shall cover all deductibles maintained by each party in its policies irrespective of whether same exceed the amounts permitted hereunder).

7.04. Condemnation.

(a) If there shall be a total taking of the Building in condemnation proceedings or by any right of eminent domain, this Lease and the term and estate hereby granted shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be prorated and paid as of such termination date. If there shall be a taking of any material (in Landlord's reasonable judgment) portion of the Land or the Building (whether or not the Premises are affected by such taking), then Landlord may terminate this Lease and the term and estate granted hereby by giving notice to Tenant within 60 days after the date of taking of possession by the condemning authority. If there shall be a taking of the Premises of such scope (but in no event less than 20% thereof) that the untaken part of the Premises would, in Tenant's reasonable judgment, be uneconomic to operate, then Tenant may terminate this Lease and the term and estate granted hereby by giving notice to Landlord within 60 days after the date of taking of possession by the condemning authority. If either Landlord or Tenant shall give a termination notice as aforesaid, then this Lease and the term and estate granted hereby shall terminate as of the date of such notice and all Rent shall be prorated and paid as of such termination date. In the event of a taking of the Premises which does not result in the termination of this Lease (i) the term and estate hereby granted with respect to the taken part of the Premises shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be appropriately abated for the period from such date to the Expiration Date and (ii) Landlord shall with reasonable diligence restore the remaining portion of the Premises (exclusive of Tenant's Property, Fixtures and Tenant's Improvements and Betterments) as nearly as practicable to its condition prior to such taking.

(b) In the event of any taking of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including, without limitation, any award made for the value of the estate vested by this Lease in Tenant or any value attributable to the unexpired portion of the Term, and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award; provided, that nothing shall preclude Tenant from intervening in any such condemnation proceeding to claim or receive from the condemning authority any compensation to which Tenant may otherwise lawfully be entitled in such case in respect of Tenant's Property or moving expenses, provided the same do not include any value of the estate vested by this Lease in Tenant or of the unexpired portion of the Term and do not reduce the amount available to Landlord or materially delay the payment thereof.

(c) If all or any part of the Premises shall be taken for a limited period, Tenant shall be entitled, except as hereinafter set forth, to that portion of the award for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to that portion which represents reimbursement for the cost of restoration of the Premises (which restoration shall be performed by Landlord; provided that Landlord shall have no obligation to restore Tenant's Property, Fixtures or Improvements and Betterments). This Lease shall remain unaffected by such taking and Tenant shall continue responsible for all of its obligations under this Lease to the extent such obligations are not affected by such taking and shall continue to pay in full all Rent when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date, that part of the award which represents compensation for the use and occupancy of the Premises shall be apportioned between Landlord and Tenant as of the Expiration Date. Any award for temporary use and occupancy for a period beyond the date to which the Rent has been paid shall be paid to, held and applied by Landlord as a trust fund for payment of the Rent thereafter becoming due.

(d) In the event of any taking which does not result in termination of this Lease, (i) Landlord, whether or not any award shall be sufficient therefor, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Premises (other than those parts of the Premises which constitute Tenant's Property) to substantially their former condition to the extent that the same may be feasible (subject to reasonable changes which Landlord deems desirable) and so as to constitute a complete and rentable Building and Premises and (ii) Tenant, whether or not any award shall be sufficient therefor, shall proceed with reasonable diligence to repair the remaining parts of the Premises which constitute Tenant's Property, to substantially their former condition to the extent that the same may be feasible, subject to reasonable changes which shall be deemed Alterations.

7.05. Casualty.

(a) If (x) the Building or the Premises (excluding Tenant's Improvements and Betterments, Fixtures and Tenant's Property) shall be partially or totally damaged or destroyed by fire or other casualty (each, a "Casualty"), or (y) a result of a Casualty all of a portion of the Premises becomes Untenantable, and, in either case, this Lease is not terminated as provided below, then (i) Landlord shall repair and restore the Building and the Premises (excluding Tenant's Improvements and Betterments, Fixtures and Tenant's Property) with due diligence (but Landlord shall not be required to perform the same on an overtime or premium pay basis, except to the extent that Landlord's insurance carrier agrees in writing to pay for such overtime without reducing or otherwise adversely affecting the total insurance proceeds to be paid to Landlord in respect of the Casualty in question) after notice to Landlord of the Casualty and the collection of the insurance proceeds attributable to such Casualty and (ii) Tenant shall repair and restore in accordance with Section 4.02 all Tenant's Property, Fixtures and Improvements and Betterments with due diligence after the Casualty (it being acknowledged that Tenant may, subject to the provisions of Section 4.02 and any other applicable provisions of this Lease, make changes to the Premises in connection with such restoration). Notwithstanding anything contained in this Lease to the contrary, if only Tenant's Improvements and Betterments,

Fixtures and/or Tenant's Property are damaged or destroyed Landlord shall have no repair or restoration obligation, regardless of whether the Premises or any portion thereof have been rendered Untenantable.

(b) If all or part of the Premises shall be rendered Untenantable by reason of a Casualty, the Fixed Rent and the Additional Charges under Section 2.04 and Section 2.05 shall be abated in the proportion that the Untenantable area of the Premises bears to the total area of the Premises, for the period from the date of the Casualty to the earlier of (i) the date the Premises (or the applicable portion thereof) is made "tenantable" (which, for the purposes of this Section 7.05 means that Landlord's repair and restoration obligation in the Premises (or in the applicable portion thereof) has been substantially completed, notwithstanding the fact that Tenant's Improvements and Betterments, Fixtures and/or Tenant's Property may have not been repair, restored or replaced and notwithstanding the fact that the Premises (or the applicable portion thereof) may be Untenantable), provided, that if the Premises (or the applicable portion thereof) would have been tenantable at an earlier date but for Tenant having failed to cooperate with Landlord in effecting repairs or restoration or collecting insurance proceeds, then the Premises (or the applicable portion thereof) shall be deemed to have been made tenantable on such earlier date and the abatement shall cease) or (ii) the date Tenant or any other person or entity occupies or reoccupies a portion of the Premises for the conduct of normal business operations (in which case the Fixed Rent and the Additional Charges allocable to such reoccupied portion shall be payable by Tenant from the date of such occupancy). Landlord's determination of the date the Premises is tenantable shall be controlling unless Tenant disputes same by notice to Landlord within 10 days after such determination by Landlord, and pending resolution of such dispute, Tenant shall pay Rent in accordance with Landlord's determination. If the determination of the resolution of such dispute is that the date the Premises (or the applicable portion thereof) became tenantable was not the date so fixed by Landlord, any payments of Rent made by Tenant for the period commencing on such date fixed by Landlord and ending on the day before the proper date on which the Premises became tenantable shall be promptly refunded by Landlord to Tenant. Nothing contained in this Section 7.05 shall relieve Tenant from any liability that may exist as a result of a Casualty. "Untenantable" means that Tenant shall be unable to occupy, and shall not be occupying, the Premises or the applicable portion thereof for the purposes for which Tenant was using the Premises or such portion thereof (as permitted pursuant to this Lease) prior to the Casualty or, in the case of Section 3.01(b)(ii), such other event in question.

(c) If by reason of a Casualty (i) the Building shall be totally damaged or destroyed, (ii) the Building shall be so damaged or destroyed that repair or restoration shall require an expenditure of more than 50% percent of the full insurable value of the Building (which, for purposes of this Section 7.05(c), shall mean replacement cost less the cost of footings, foundations and other structures below the street and first floors of the Building) immediately prior to the Casualty (as estimated in any such case by a reputable third-party contractor, architect or engineer designated by Landlord), then in any such case Landlord may terminate this Lease by notice given to Tenant within 120 days after the Casualty, provided Landlord is terminating all leases covering the entire rentable area of the Building above the ground floor of the Building. If Landlord gives such notice, the Term shall expire upon 20 days

after such notice is given by Landlord, and Tenant shall vacate the Premises and surrender the same to Landlord in accordance with the provisions of this Lease.

(d) If, by reason of a Casualty, 40% or more of the RSF of the Premises shall be damaged or access to the Premises shall be substantially damaged and rendered unusable, then Landlord within 60 days after the date of the Casualty shall deliver to Tenant a statement prepared by a reputable contractor setting forth such contractor's estimate as to the time required to substantially complete the repair of the Premises (excluding any of Tenant's Property, Fixtures or Tenant's Improvements and Betterments). If the estimated time period exceeds 12 months from the date of such Casualty, Tenant may elect to terminate this Lease by giving notice to Landlord within 45 days after Tenant's receipt of such notice (time of the essence). If Tenant timely gives such notice, the Term shall expire upon 20 days after such notice is given by Tenant, and Tenant shall vacate the Premises and surrender the same to Landlord in accordance with the provisions of this Lease. If the time period set forth in said estimate does not exceed 12 months from the date of such Casualty, and Landlord shall not complete the repair and restoration that Landlord is obligated to perform hereunder by the last day of the period (the "Restoration Period") ending on the later to occur of (i) the date which is twelve (12) months from the date of the Casualty and (ii) the date which is thirty (30) days after the date set forth in the estimate as the date by which the repair and restoration should reasonably be completed (which Restoration Period shall be extended by one (1) day for each day that the repair or restoration is not substantially completed by reason of a Tenant Delay and/or by reason of a Force Majeure (provided, however, that the extension of the Restoration Period by reason of a Force Majeure shall not exceed ninety (90) days, in the aggregate)), then Tenant shall have the right to terminate this Lease by notice to Landlord given not later than 30 days following the last day of the Restoration Period (time being of the essence) or, if Tenant fails to exercise such right within such 30 day period, the Restoration Period shall be deemed extended for an additional sixty (60) days and the termination right herein provided shall again apply (i.e., Tenant shall have the right to terminate this Lease by notice to Landlord given not later than 30 days following the last day of the Restoration Period, as so extended (time being of the essence), subject to up to two (2) additional sixty (60) day extensions of the Restoration Period if Tenant fails to exercise such right by notice to Landlord given not later than 30 days following the last day of the Restoration Period, as so extended (time being of the essence), it being understood and agreed that the Restoration Period shall not be extended as a result of Tenant's failure to give Landlord such notice of termination by more than 180 days, in the aggregate. If Tenant timely gives such notice to terminate this Lease not later than 30 days following the last day of the Restoration Period, as same may be extended (time being of the essence), the Term shall expire upon 30 days after such notice is given by Tenant, and Tenant shall vacate the Premises and surrender the same to Landlord in accordance with the provisions of this Lease. Upon any termination of this Lease pursuant to this Section 7.05, the Term shall end on the effective date of such termination as if such effective date were the Expiration Date. Anything to the contrary contained in this Section 7.05 notwithstanding, if any Casualty occurs during the last two years of the Term, all references in this 7.05(d) to "12 months" shall be deemed replaced with "90 days." If, subject to the additional sixty (60) day extension periods expressly provided for above, Tenant fails timely to deliver any notice of termination as aforesaid, Tenant shall be deemed to have waived its right

to give such termination notice and Tenant shall have no further right to terminate this Lease under this Section 7.05(d).

(e) Landlord shall not carry any insurance on Tenant's Property, Fixtures or Tenant's Improvements and Betterments and shall not be obligated to repair or replace Tenant's Property, Tenant's Improvements and Betterments or Fixtures. Tenant shall look solely to its insurance for recovery of any damage to or loss of Tenant's Property, Tenant's Improvements and Betterments or Fixtures. Tenant shall notify Landlord promptly of any Casualty in the Premises.

(f) This Section 7.05 shall be deemed an express agreement governing any damage or destruction of the Premises by fire or other casualty, and Section 227 of the New York Real Property Law 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.

ARTICLE 8

Miscellaneous Provisions

8.01. Notice. All notices, demands, consents, approvals, waivers or other communications which may or are required to be given by either party to the other under this Lease (each, "Notice") shall be in writing and shall be delivered by (a) personal delivery, (b) the United States mail, certified or registered, postage prepaid, return receipt requested, or (c) a nationally recognized overnight courier, in each case addressed to the party to be notified as follows:

If to Landlord:

101 A Of A Ground Lessee, LLC
c/o Edward J. Minskoff Equities, Inc.
1325 Avenue of the Americas
New York, New York 10019
Attention: Chief Financial Officer

with copies being simultaneously delivered to:

Greenberg Traurig, LLP
200 Park Avenue
New York, New York 10166
Attention: Peter A. Miller, Esq.

If to Tenant:

New York Genome Center, Inc.
590 Madison Avenue
New York, New York 10022
Attention: Executive Director

with a copy being simultaneously delivered to:

Fried, Frank Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Jonathan L. Mechanic, Esq.

Either party may from time to time designate a different or additional address(es) for Notices by at least five (5) days' prior Notice to the other party. Notices from Landlord may be given by Landlord's managing agent, if any, or by Landlord's attorney, and Notices from Tenant may be given by Tenant's attorney. Each Notice shall be deemed to have been given on the date such Notice is actually received as evidenced by a written receipt therefor from the personal delivery service, United States Postal Service, or national courier service, as applicable, and in the event of failure to deliver by reason of changed address of which no Notice was given or refusal to accept delivery, as of the date of such failure or refusal as evidenced by a written receipt therefore from the personal delivery service, United States Postal Service, or national courier service, as applicable. Notwithstanding the foregoing Rent statements, bills and invoices may be given to Tenant by regular mail or by hand delivery with a copy by e-mail to Tenant's Chief Financial Officer, currently at mmorgan@nygenome.org, and to Tenant's Director, Business Development and Institutional Relations, currently at wrfair@nygenome.org (or to such other or additional e-mail address(es), provided the total number of e-mail addresses do not exceed three (3), in the aggregate, as Tenant may designate by at least five (5) days' prior Notice to Landlord), Tenant hereby acknowledging that no statement, bill or invoice shall be required for the payment of Fixed Rent, regardless of whether Tenant is given, or had ever been given, a statement, bill or invoice therefor.

8.02. Building Rules. Tenant shall comply with, and Tenant shall cause its licensees, employees, contractors, agents and invitees to comply with, the rules of the Building set forth in **Exhibit C**, as the same may be reasonably modified or supplemented by Landlord from time to time for the safety, care and cleanliness of the Premises and the Building and for preservation of good order therein; provided that in no event shall any such modified or supplemented rule increase Tenant's obligations, or reduce Tenant's rights, under this Lease (in either case, other than to a *de minimis* extent). Landlord shall not be obligated to enforce the rules of the Building against Tenant or any other tenant of the Building or any other party, unless, as a result of such non-enforcement, Tenant shall be adversely affected (beyond a *de minimis* extent) with respect to Tenant's use or occupancy of the Premises and Tenant notifies Landlord thereof, specifying in reasonable detail the manner in which Tenant's use or occupancy

is being so adversely affected. Notwithstanding anything contained in preceding sentence or elsewhere in this Lease, Tenant acknowledges and agrees that in enforcing the rules of the Building against Tenant and the other tenants and occupants of the Building, Landlord shall be permitted to take into account, in its reasonable determination, the fact that the Permitted Uses under this Lease may be different than the uses permitted under one (1) or more of the other leases for space in the Building, and that as a result thereof the rules of the Building may not be uniformly applied or enforced. Landlord shall have no liability to Tenant by reason of the violation by any tenant or other party of the rules of the Building. If any rule of the Building shall conflict with any provision of this Lease, such provision of this Lease shall govern.

8.03. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

8.04. Certain Definitions.

(a) "Landlord" means only the owner, at the time in question, of the Building or that portion of the Building of which the Premises are a part, or of a lease of the Building or that portion of the Building of which the Premises are a part, so that in the event of any transfer or transfers of title to the Building or of Landlord's interest in a lease of the Building or such portion of the Building, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing on or after the effective date of such transfer, and it shall be deemed, without further agreement, that such transferee has assumed all obligations of Landlord during the period it is the holder of Landlord's interest under this Lease, and, with respect to the obligations of Landlord under this Lease accruing prior to the effective date of such transfer, Landlord's liability to Tenant for Landlord's failure to have performed any of such obligations shall be limited (in addition to the other limitations set forth in this Lease) to those failures of which Tenant has given Landlord notice prior to such effective date.

(b) "Landlord shall have no liability to Tenant" or words of similar import mean that Tenant is not entitled to terminate this Lease, or to claim actual or constructive eviction, partial, or total, or to receive any abatement or diminution of Rent, or to be relieved in any manner of any of its other obligations under this Lease, or to be compensated for loss or injury suffered or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this Lease or with respect to Tenant's use or occupancy of the Premises.

8.05. Quiet Enjoyment. Tenant shall and may peaceably and quietly have, hold and enjoy the Premises, subject to the other terms of this Lease and to Superior Leases and Superior Mortgages, so long as the term of this Lease has not expired or this Lease or the leasehold estate created hereby has not otherwise been terminated.

8.06. Limitation of Landlord's Personal Liability. Tenant shall look solely to Landlord's interest in the Project (including without limitation, the rents and profits arising therefrom and, subject to the provisions of Section 8.04(a), the net sales and refinancing

proceeds therefrom) for the recovery of any judgment against Landlord, and no other property or assets of Landlord or Landlord's partners, officers, directors, shareholders or principals, direct or indirect, 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.

8.07. Counterclaims. If Landlord commences any summary proceeding or action for nonpayment of Rent or to recover possession of the Premises, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action, unless Tenant's failure to interpose such counterclaim in such proceeding or action would result in the waiver of Tenant's right to bring such claim in a separate proceeding under applicable law.

8.08. Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease, except as otherwise expressly provided in this Lease. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Lease, the rights and obligations of the parties with respect to (a) any indemnity under this Lease, and (b) the Tax Payments, Operating Payments and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

8.09. Certain Remedies. If Tenant requests Landlord's consent and Landlord fails or refuses to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, or expedited arbitration pursuant to Article 13 hereof, and that such remedy shall be available only in those cases where this Lease provides that Landlord shall not unreasonably withhold its consent. No dispute relating to this Lease or the relationship of Landlord and Tenant under this Lease shall be resolved by arbitration unless this Lease expressly provides for such dispute to be resolved by arbitration.

8.10. No Offer. The submission by Landlord of this Lease in draft form shall be solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Landlord and Tenant shall have executed a lease and duplicate originals thereof shall have been delivered to the respective parties.

8.11. Captions; Construction. The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on either party's part to be performed, shall be deemed and construed as a separate and independent covenant of such party, not dependent on any other provision of this Lease, except as otherwise expressly provided in this Lease. This

Lease may be executed in multiple counterparts, each of which constitutes an original and all of which, taken together, constitute one and the same instrument.

8.12. Amendments. This Lease may not be altered, changed or amended, except by an instrument in writing signed by the party to be charged.

8.13. Broker. Each party represents to the other that such party has dealt with no broker other than Newmark Knight Frank and Jones Lang LaSalle Brokerage, Inc. (collectively, "Broker") in connection with this Lease or the Building, and each party shall indemnify and hold the other harmless from and against all loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any claim for a commission or other compensation by any broker other than Broker who alleges that it has dealt with the indemnifying party in connection with this Lease or the Building. Landlord shall enter into a separate agreement with Broker which provides that, if this Lease is executed and delivered by both Landlord and Tenant, Landlord shall pay to Broker a commission to be agreed upon between Landlord and Broker, subject to, and in accordance with, the terms and conditions of such agreement.

8.14. Merger. Tenant acknowledges that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. This Lease embodies the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understanding and statements, oral or written, with respect thereto are merged in this Lease.

8.15. Successors. This Lease shall be binding (subject to the provisions of Sections 8.04(a) and Section 8.06) upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors, and to the extent that an assignment may be approved by Landlord or is otherwise expressly permitted pursuant to the applicable provisions of this Lease, Tenant's assigns.

8.16. Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any principles of conflicts of laws.

8.17. No Development Rights. Tenant acknowledges that it has no rights to any development rights, air rights or comparable rights appurtenant to the Project, and Tenant consents, without further consideration, to any utilization of such rights by Landlord. Tenant shall promptly execute and deliver any instruments which may be reasonably requested by Landlord, including instruments merging zoning lots, evidencing such acknowledgment and consent. The provisions of this Section 8.17 shall be construed as an express waiver by Tenant of any interest Tenant may have as a "party in interest" (as such term is defined in Section 12-10 Zoning Lot of the Zoning Resolution of the City of New York) in the Project.

8.18. Intentionally omitted.

8.19. Embargoed Person. Tenant represents that as of the date of this Lease, and Tenant covenants that throughout the term of this Lease: (a) Tenant is not, and shall not be, an Embargoed Person, (b) none of the funds or other assets of Tenant are or shall constitute property of, or are or shall be beneficially owned, directly or indirectly, by any Embargoed Person; (c) no Embargoed Person shall have any interest of any nature whatsoever in Tenant, with the result that the investment in Tenant (whether directly or indirectly) is or would be blocked or prohibited by law or that this Lease and performance of the obligations hereunder are or would be blocked or in violation of law and (d) none of the funds of Tenant are, or shall be derived from, any activity with the result that the investment in Tenant (whether directly or indirectly) is or would be blocked or in violation of law or that this Lease and performance of the obligations hereunder are or would be in violation of law. "Embargoed Person" means a person, entity or government (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the United States Treasury Department Office of Foreign Assets Control and/or any similar list maintained pursuant to any authorizing statute, executive order or regulation and/or (ii) subject to trade restrictions under United States law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated under any such laws, with the result that the investment in Tenant (whether directly or indirectly), is or would be prohibited by law or this Lease is or would be in violation of law and/or (iii) subject to blocking, sanction or reporting under the USA Patriot Act, as amended; Executive Order 13224, as amended; Title 31, Parts 595, 596 and 597 of the U.S. Code of Federal Regulations, as they exist from time to time; and any other law or Executive Order or regulation through which the U.S. Department of the Treasury has or may come to have sanction authority. If any representation made by Tenant pursuant to this Section 8.19 shall become untrue Tenant shall within 10 days give written notice thereof to Landlord, which notice shall set forth in reasonable detail the reason(s) why such representation has become untrue and shall be accompanied by any relevant notices from, or correspondence with, the applicable governmental agency or agencies.

8.20. Landlord's Contribution.

(a) Landlord shall reimburse Tenant for the cost of Initial Tenant Work and Qualified Soft Costs in an amount (the "Landlord's Contribution") equal to the lesser of (x) $9,955,434.33, subject to the provisions of Section 11.01(b)(4), or (y) the actual cost of Initial Tenant Work and Qualified Soft Costs, upon the following terms and conditions:

(i) The Landlord's Contribution shall be payable to Tenant in installments as Initial Tenant Work progresses and only for Initial Tenant Work actually performed, but in no event more frequently than monthly;

(ii) With or prior to the delivery to Landlord of the first (1^{st}) Contribution Request, Tenant shall deliver to Landlord a certificate from an officer or Authorized Representative of Tenant setting forth his or her good faith estimate of the then total cost of the fees and expenses of third-party architects, engineers and technical consultants and

filing fees, in each case incurred or to be incurred by Tenant in connection with the Initial Tenant Work (collectively, the "Soft Costs"));

(iii) With or prior to the delivery to Landlord of the first (1st) Contribution Request, Tenant shall deliver to Landlord a copy of the construction contract (the "Construction Contractor's Agreement") between Tenant and its construction contractor in respect of the Initial Tenant Work and a certificate (the "Cost Certificate") from Tenant's construction contractor or an officer or Authorized Representative of Tenant setting forth his or her good faith estimate of the then total so-called "hard cost" of the Initial Tenant Work (such total cost, together with the total Soft Costs, being hereinafter referred to as the "Total Cost"), which Total Cost shall be adjusted from time to time as the Total Cost changes;

(iv) Prior to the payment of any installment of the Landlord's Contribution, Tenant shall deliver to Landlord, no more than one (1) time during any thirty (30) day period, a request (a "Contribution Request"), which shall be, with respect to the so-called "hard cost" portion of the Initial Tenant Work, AIA Forms G702 and G703, signed by Tenant's architect and an officer or Authorized Representative of Tenant, and which shall be, with respect to the Qualified Soft Costs portion of the Initial Tenant Work, in form and content reasonably acceptable to Landlord, signed by an officer or Authorized Representative of Tenant, and, in both cases shall include or be accompanied by:

(A) To the extent Landlord requests, copies of all construction contracts, architect agreements, engineer agreements, consulting agreements, purchase orders, change orders and other orders (including amendments and modifications of any of the foregoing), other than the initial Construction Contractor's Agreement, relating to the Initial Tenant Work, to allow Landlord to confirm, to its reasonable satisfaction, among other things, the Total Cost and the Total Cost Balance, to the extent same have not been theretofore submitted to Landlord;

(B) the amount of the Total Cost (as same may have been so adjusted) that has been paid (either directly by Tenant or from the Landlord's Contribution) (the difference between the Total Cost (as same may have been so adjusted) and the amount thereof that has been so paid being hereinafter referred to as the "Total Cost Balance");

(C) paid invoices for the Initial Tenant Work and Soft Costs performed or incurred through the date of the most recent Contribution Request prior to the Contribution Request in question, to the extent same have not been theretofore submitted to Landlord;

(D) with respect to the "hard cost" portion of the Initial Tenant Work performed through the date the Contribution Request in question is delivered to Landlord, a certificate, in form and content reasonably satisfactory to Landlord, signed by Tenant's architect and an officer or Authorized Representative of Tenant, certifying that:

(1) all Initial Tenant Work performed through date of the most recent Contribution Request prior to the Contribution Request in question has been paid for in full (less any customary retainages), Landlord hereby agreeing that the certification contained in this subsection (1) shall be signed by Tenant's architect or an officer or Authorized Representative of Tenant;

(2) all Initial Tenant Work performed thereafter will be paid in full (less any customary retainages) from the pending Contribution Request and/or from Tenant's funds, Landlord hereby agreeing that the certification contained in this subsection (2) shall be signed by Tenant's architect or an officer or Authorized Representative of Tenant;

(3) all Initial Tenant Work performed through the date the Contribution Request has been delivered to Landlord has been completed substantially in accordance with the plans and specifications therefor approved by Landlord;

(E) with respect to the Soft Cost portion of the Initial Tenant Work incurred through the date the Contribution Request in question is delivered to Landlord, a certificate, in form and content reasonably satisfactory to Landlord, signed by an officer or Authorized Representative of Tenant, certifying that:

(1) all Soft Costs incurred through the date of the most recent Contribution Request prior to the Contribution Request in question have been paid for in full;

(2) all Soft Costs thereafter will be paid in full from the pending Contribution Request and/or from Tenant's funds; and

(3) the services covered by the Soft Costs incurred through the date the Contribution Request has been delivered to Landlord have been satisfactorily performed,

except that with respect to any Initial Tenant Work or Qualified Soft Costs that are not covered by a Contribution Request, Tenant shall not be required to certify that Tenant has paid the professional, vendor, contractor, subcontractor or materialman in question if Tenant is disputing, in good faith, the amounts payable to the professional, vendor, contractor, subcontractor or materialman in question, it being understood and agreed that the foregoing shall not relieve Tenant of any of its obligations to cancel or discharge of record by bond or otherwise any lien filed by the professional, vendor, contractor, subcontractor or materialman in question, and it being further understood and agreed that all portions of the Landlord's Contribution paid to Tenant must be paid by Tenant to the applicable professional, vendor, contractor, subcontractor or materialman, and not withheld because of a dispute or for any other reason; and

(F) to the extent same have not been theretofore submitted to Landlord, partial lien waivers (or final lien waivers in the case of final payment) by all architects, contractors, subcontractors and materialmen for all work, services and materials theretofore performed, provided or furnished (other than for the work, services and materials

which are covered by the Contribution Request in question) and evidence reasonably satisfactory to Landlord that no violations or unbonded liens exist as a result of any Initial Tenant Work;

(v) Each Contribution Request shall be for no more than an amount equal to the product of (A) amounts shown on such Contribution Request for portions of the Initial Tenant Work reflected thereon and (B) a fraction, the numerator of which is the amount of the Landlord Contribution and the denominator of which is the initial Total Cost (i.e., the Total Cost prior to any adjustment as aforesaid), as certified by an officer or Authorized Representative of Tenant as aforesaid (but in no event shall such fraction be greater than one (1));

(vi) Landlord shall be permitted to retain from each disbursement of Landlord's Contribution an amount ("Landlord's Retainage") equal to 10% of the amount requested to be disbursed by Tenant; provided, that (A) if the Contribution Request in question reflects retainage by Tenant from the amounts payable by Tenant to the contractors or subcontractors, Landlord's Retainage from the Contribution Request in question shall be reduced by the amount reflected in such Contribution Request and (B) Landlord's Retainage or retainage by Tenant shall not be required from the amounts payable by Tenant for all Soft Costs (including, without limitation, general conditions, construction management fees and insurance costs in connection with the Initial Tenant Work);

(vii) Each installment of Landlord's Contribution shall be made to Tenant within 30 days next following the delivery to Landlord of the documentation described in subsections (iv)(A), (B), (C), (D) and (E) above (the "Documentation"), provided that the Documentation is submitted to Landlord on or before the 10th day of a month, and in the event the Documentation is submitted at any time after the 10th day of any given month, Landlord's payment shall be made on or before the end of the month following the month in which Tenant submits the Documentation;

(viii) The aggregate amount of the Landlord Retainages not theretofore paid by Landlord from the Landlord's Contribution for a particular trade shall be paid by Landlord to Tenant from the balance, if any, of the Landlord's Contribution upon the completion of all Initial Tenant Work to be performed by the contractor or subcontractor in question and upon receipt from Tenant of a Contribution Request, as well as the following for the portion of the Landlord's Contribution being requested for the Landlord's Retainage:

(A) To the extent Landlord requests, copies of all contracts, agreements and orders (including amendments and modifications of any of the foregoing), with the contractor or subcontractor in question;

(B) a certificate signed by Tenant's architect and an officer or Authorized Representative of Tenant certifying that all Initial Tenant Work performed by the contractor or subcontractor in question has been completed substantially in accordance with the plans and specifications therefor approved by Landlord and a certificate signed by an officer or Authorized Representative of Tenant certifying that all Initial Tenant Work that was to

be performed by the contractor or subcontractor in question been paid for in full either from the Landlord's Contribution and/or Tenant's funds;

(C) all Building Department sign-offs and inspection certificates and any permits required to be issued by the Building Department or any other governmental entities having jurisdiction thereover for the portion of the Initial Tenant Work performed by the contractor or subcontractor in question and evidence reasonably satisfactory to Landlord that all permits and certificates in respect of all aspect of such Initial Tenant Work have been closed out with the DOB; and

(D) paid invoices for all Initial Tenant Work performed by the contractor or subcontractor in question, to the extent same have not been theretofore submitted to Landlord;

(E) a general release from the contractors and subcontractors in question, releasing Landlord and Tenant from all liability for the Initial Tenant Work, and, to the extent not previously submitted to Landlord, lien waivers by the contractors and subcontractors in question for all work performed in connection with the Initial Tenant Work;

(ix) No Event of Default shall exist and this Lease shall not have been terminated; and

(x) In no event shall Tenant be entitled to reimbursement from the Landlord's Contribution for Soft Costs in excess of an aggregate amount for all Qualified Soft Costs, and notwithstanding anything contained in this Lease which may be deemed to the contrary, in no event shall the amount that Landlord is obligated to reimburse to Tenant pursuant to this Section 8.20 exceed $9,955,434.33, in the aggregate, subject to the provisions of Section 11.01(b)(4).

(b) "Initial Tenant Work" means the installation of fixtures, improvements and appurtenances attached to or built into the Premises to prepare the Premises for Tenant's (or a permitted subtenant's) initial occupancy thereof, and shall not include movable partitions, movable machinery, movable equipment, furniture, furnishings and other articles of personal property.

(c) "Qualified Soft Costs" means the fees and expenses of third-party architects, engineers and technical consultants and filing fees, in each case incurred by Tenant in connection with the Initial Tenant Work, up to the lesser of (i) $1,991,086.90 in the aggregate, subject to the provisions of Section 11.01(b)(4), or (ii) twenty (20%) percent of the actual so-called "hard costs" of Initial Tenant Work (e.g., exclusive of the fees and expenses of third-party architects, engineers and technical consultants and filing fees).

(d) "Authorized Representative" means any individual designated in writing by Tenant from time to time to serve as its representative for the purposes of requesting the Landlord's Contribution, it being under understood and agreed that any instrument, certificate

or other document executed or delivered by an Authorized Representative in connection with the Landlord's Contribution shall be binding upon Tenant as if Tenant had executed and/or delivered same. As of the date of this Lease, Tenant's Authorized Representative is Joel M. Silverman of Joel M. Silverman & Associates LLC, having an address at 21 Lambert Ridge, Cross River, New York 10518.

(e) The right to receive reimbursement for the cost of Initial Tenant Work as set forth in this Section 8.20 shall be for the exclusive benefit of Tenant, it being the express intent of the parties hereto that in no event shall such right be conferred upon or for the benefit of any third party, including, without limitation, any contractor, subcontractor, materialman, laborer, architect, engineer, attorney, subtenant or other occupant of the Premises (or any portion thereof) or any other person, firm or entity, it being understood and agreed that nothing contained in this subsection (e) shall preclude Tenant from paying for, and using a portion of the Landlord's Contribution to pay for and perform, Initial Tenant Work on behalf of a permitted subtenant of a portion of the Premises, provided that all of the terms, covenants and conditions of this Section 8.20 are observed, performed and complied with by Tenant.

(f) To the extent Landlord disputes a portion of any disbursement requested by Tenant pursuant to this Section 8.20, Landlord shall, pending resolution of such dispute pursuant to Article 13 hereof, pay to Tenant the portion not in dispute, provided Tenant has met, in all material respects, all of the requirements set forth under this Section 8.20 with respect to such undisputed portion.

(g) Concurrently with the execution of this Lease, and in addition to the Letter of Credit, Tenant shall deliver to Landlord, as security for the performance of Tenant's obligations under Sections 4.02(g) and (i) with respect to the Initial Tenant Work and to secure the proper and timely performance and completion of, and full and timely payment for, all Initial Tenant Work, an unconditional, irrevocable letter of credit in the amount of $10,000,000.00 (the "Supplemental Security Deposit Amount") in form and content as the draft letter of credit annexed hereto as Exhibit P or otherwise in form and content reasonably satisfactory to Landlord and issued by Citibank, N.A., JP Morgan Chase Bank or another bank reasonably satisfactory to Landlord (the "Supplemental Letter of Credit"). The beneficiary of the Supplemental Letter of Credit shall be Landlord or a Superior Lessor or a Superior Mortgagee. The Supplemental Letter of Credit shall provide that: (A) the only documentation required to draw on the Supplemental Letter of Credit is a sight draft, (B) partial draws are permitted, (C) it is assignable by the then beneficiary in its entirety without charge, and (D) it shall be automatically self-renewing, unless the issuer of the Supplemental Letter of Credit gives the beneficiary thereunder not less than sixty (60) days' prior written notice of the issuer's intention not to renew the Supplemental Letter of Credit. If the beneficiary is given such non-renewal notice and the Supplemental Letter of Credit is not renewed at least thirty (30) days prior to the then expiration date thereof, Landlord may draw upon the Supplemental Letter of Credit and hold the proceeds thereof as a cash security deposit to be used, applied and/or retained in accordance with the provision of this Section 8.20(g). If Tenant defaults under Sections 4.02(g) and/or (i) with respect to the Initial Tenant Work or if Tenant fails properly and timely to perform, complete and fully pay for any portion of the Initial Tenant Work, in all cases as reasonably determined by Landlord, Landlord

may, upon notice to Tenant, draw on the Supplemental Letter of Credit (or the cash security deposit) and use, apply and/or retain same to the extent Landlord deems reasonably necessary to cure, correct or remedy such default(s) and/or failure (including, without limitation, to pay the contractors, subcontractors, materialmen or any of the Soft Costs not paid by Tenant, to pay and discharge any lien resulting from such non-payment and/or any violation resulting from the Initial Tenant Work and/or, at Landlord's option, to perform and/or complete the Initial Tenant Work) and/or to restore and/or protect the Premises or the Project and/or to pay any costs, damages or expenses resulting from such default(s) or failure. If Landlord shall have so drawn upon the Supplemental Letter of Credit (or such cash security deposit), Tenant shall, within thirty (30) days of demand, provide Landlord with either an amendment to the Supplemental Letter of Credit which increases the available proceeds under the Supplemental Letter of Credit to the Supplemental Security Deposit Amount, or a substitute Supplemental Letter of Credit in the amount of the Supplemental Security Deposit Amount and which otherwise meets the requirements of this Section 8.20(g) (the foregoing being herein referred to as "Supplemental Letter of Credit Replenishment"); and pending the amendment or replacement of such Letter of Credit, the amount so drawn by Landlord shall be held as a cash security deposit, which Landlord shall hold in accordance with applicable law and which may be used, applied and/or retained by Landlord as provided above in this Section 8.20(g). Landlord, at no expense to Landlord, shall coordinate with the issuer of such amendment or substitute Supplemental Letter of Credit and with Tenant for the exchange of such amendment or substitute Supplemental Letter of Credit for such cash security deposit (or the amount thereof not used, applied or retained by Landlord) in a manner reasonably requested by such issuer and reasonably approved by Landlord such that Landlord shall at all times have control over either such amendment or substitute Supplemental Letter of Credit or such cash security deposit (or the amount thereof not used, applied or retained by Landlord).

(h) If and when the Total Cost Balance is less than $14,000,000.00, and provided on the Supplemental Reduction Date in question (A) no Event of Default shall exist and this Lease shall not have been terminated, and (B) if Landlord has theretofore drawn on the Supplemental Letter of Credit pursuant to Section 8.20(g), the Supplemental Letter of Credit Replenishment has occurred in full, Tenant shall be entitled to one (1) or, at Tenant's option, two (2) reductions in the amount of the Supplemental Letter of Credit in an amount (the "Supplemental Reduction Amount") equal to $10,000,000.00, in the aggregate, but in no event more than the outstanding balance of the Supplemental Letter of Credit, as hereinafter more particularly provided. On the first (1st) Supplemental Reduction Date, the amount of the reduction shall equal the amount (not to exceed $10,000,000.00) by which the then Total Cost Balance, as evidenced by the Documentation and verified by Landlord, is less than $14,000,000.00, and on the second (2nd) Supplemental Reduction Date (if any, i.e., if the Supplemental Reduction Amount in respect of the first (1st) Supplemental Reduction Date was less than $10,000,000.00), the amount of the reduction shall equal the balance of the Supplemental Security Deposit Amount. For the purposes of this Lease, the first (1st) "Supplemental Reduction Date") means the date on which Landlord receives Tenant's request for a reduction of the Letter of Credit pursuant to this Section 8.20(h) setting forth the amount of the reduction (which amount shall be subject to verification by Landlord), which date must be on or after the first (1st) date on which Landlord receives a Contribution Request pursuant to Section

8.20 hereof (including all of the Documentation), indicating a Total Cost Balance, as evidenced by the Documentation and verified by Landlord, of less $14,000,000.00, and the second (2nd) Supplemental Reduction Date, if any, shall be the date on which Landlord receives Tenant's request pursuant to this Section 8.20(h) for the balance (if any) of the Supplemental Security Deposit Amount, which date must be on or after the date on which the Total Cost Balance, as evidenced by the Documentation and verified by Landlord, is $4,000,000.00 or less. If the Supplemental Reduction Amount is less than the outstanding balance of the Supplemental Letter of Credit, then, within ten (10) Business Days after the later of the Supplemental Reduction Date and the date Tenant delivers to Landlord an amendment to the Supplemental Letter of Credit (the form and substance of such amendment to be reasonably satisfactory to Landlord), reducing the amount of the Supplemental Letter of Credit by the corresponding Supplemental Reduction Amount, Landlord shall execute and deliver the amendment and such other documents as are reasonably necessary to reduce the amount of the Supplemental Letter of Credit in accordance with the terms of this Section 8.20(h), provided the conditions for the reduction of the Supplemental Letter of Credit have been satisfied, and remain satisfied during such ten (10) Business Day period, and if the Supplemental Reduction Amount is the entire outstanding balance of the Supplemental Letter of Credit, then, within ten (10) Business Days after the later of the Supplemental Reduction Date and the date Tenant delivers to Landlord an instrument (the form and substance of such instrument to be reasonably satisfactory to Landlord), terminating the Supplemental Letter of Credit, Landlord shall execute and deliver such instrument and such other documents as are reasonably necessary to terminate the Supplemental Letter of Credit in accordance with the terms of this Section 8.20(h), provided the conditions for the reduction of the Supplemental Letter of Credit have been satisfied, and remain satisfied during such ten (10) Business Day period.

(i) If Landlord does not pay any installment of the Landlord's Contribution when properly due to Tenant in accordance with, and subject to, the terms and conditions of this Lease (including, without limitation, subsection 8.20(f) above) and such failure continues for more than five (5) Business Days after notice from Tenant that same is overdue, the amount of the Landlord's Contribution that is so properly due but not paid or disputed by Landlord, plus interest on the balance of such amount from time to time outstanding, from the date such amount was due through the date next preceding the date of which such amount is fully deducted, at an annual interest rate equal to the Default Rate, shall be deducted from the next installment(s) of Fixed Rent payable hereunder until so fully deducted, except that without reducing the amount of the total deductions, under no circumstances shall the amount of any given deduction exceed fifty (50%) percent of the amount of the corresponding installment of the Fixed Rent otherwise payable hereunder.

(j) Landlord may draw on the Supplemental Letter of Credit only in accordance with the provisions of Section 8.20(g).

8.21. Hazardous Materials.

(a) Tenant shall not cause or permit Hazardous Materials to be used, transported, stored, released, handled, produced or installed in, on or from, the Premises or the

Building, other than the customary quantities of any Hazardous Materials (e.g., laboratory and cleaning materials) used in the ordinary course of operating (for example, as a laboratory in accordance with, and subject to, the applicable provisions of this Lease) and maintaining the Premises provided the same shall be used, stored and disposed of in accordance with all applicable Laws and otherwise in accordance with the applicable provisions of this Lease.

(b) Upon completion of any Alterations by Tenant, Tenant shall provide Landlord with a written certification from Tenant's general contractor or architect (or other third party specialist acceptable to Landlord) to the effect that no Hazardous Materials have been incorporated into the Premises by reason of such Alterations. Tenant agrees not to use any asbestos or asbestos containing materials ("ACM") in connection with any Alterations. In the event of a breach of the provisions of this Section 8.21 by Tenant, Landlord shall, in addition to all of its rights and remedies under this Lease and pursuant to Laws, at Landlord's election have the right to (i) require Tenant to remove any such Hazardous Materials from the Premises in the manner prescribed for such removal by the applicable Laws or (ii) remove such Hazardous Materials from the Premises at Tenant's sole cost and expense.

(c) Landlord shall not use, transport, store, release, handle, produce, install or permit Hazardous Materials in, on or from, the Building, other than in accordance with all applicable Laws.

(d) The provisions of this Section 8.21 shall survive the Expiration Date or earlier termination of this Lease.

8.22. Rule against Perpetuities. If the Commencement Date has not occurred by January 1, 2030, either party may terminate this Lease by notice to the other party and neither Tenant nor Landlord shall have any further obligation or liability to the other under this Lease except for any provision herein that expressly survives the expiration or earlier termination of this Lease.

8.23. Parking.

(a) Subject to the provisions of this Section 8.23, Landlord shall provide to Tenant the use of, in the aggregate, four (4) parking designated spaces in the Building's parking area (the "Parking Area") as shown on Exhibit G, for the parking of one (1) motor vehicle in each of such designated spaces and for no other purposes, except that to the extent permitted by applicable Laws, Tenant, at its sole cost and expense, may install (and thereafter, shall maintain in good order and repair) one or more bicycle storage racks or bicycle lockers (in either case, which may be double height) in one or more of its designated parking spaces in lieu of parking a motor vehicle in such designated parking space(s). Tenant, any permitted subtenant or occupant of the Premises (or a portion thereof) and the employees of Tenant and/or such permitted subtenant or occupant (collectively, "Tenant's Parking Users") shall have access to such Parking Area as set forth on Exhibit G, 24 hours per day, 7 days per week, subject to applicable Laws and Force Majeure; provided, however, that Tenant shall give Landlord a list of Tenant's Parking Users who are to have access to the designated parking spaces, which list Tenant shall have the right to update from time to time; and provided further

that Landlord may require such Tenant's Parking Users to use reasonable visible identification (e.g., bumper decal, window sticker or pass) to evidence authorized use of such parking spaces. In consideration for Landlord making the four (4) parking spaces available to Tenant (and regardless of whether Tenant actually uses same), Tenant shall pay Fixed Rent to Landlord in advance on the first day of each month during the Term, as set forth in Section 2.02(c)(i) (such Fixed Rent being herein referred to as the "Parking Charge"), subject to the provisions of Article 9. In addition to paying the Parking Charge, Tenant shall reimburse Landlord for any New York City parking tax or other taxes (excluding income taxes payable by Landlord in respect of the Parking Charges) imposed upon such Parking Charges, within thirty (30) days after Landlord's written demand therefor.

(b) The use of the Parking Area and the parking spaces shall be at the sole risk of Tenant's Parking Uses and neither Landlord nor any of Landlord's agents or employees, shall be liable for any damage to, or theft of, any motor vehicles so parked or any property therein (including, without limitation, bicycles and/or said bicycle storage racks and bicycle lockers), nor for any injury or damage to persons, nor for any other damages, losses, costs or expenses in connection with, resulting from, or relating to, the use of said parking spaces. Said parking spaces shall not be deemed a part of, or appurtenant to, the Premises.

(c) Tenant's and the Tenant's Parking Users' continued right to use the parking spaces is conditioned upon Tenant (i) abiding by all reasonable rules and regulations that are prescribed from time to time for the orderly operation and use of the Parking Area, including any sticker or other identification system established by Landlord; (b) causing the Tenant's Parking Users to comply with such rules and regulations; and (c) not being in default of Tenant's obligations under this Lease which default continues after any required notice and the expiration of any applicable cure period.

(d) Landlord reserves for itself the right to change the size, configuration, design, layout and all other aspects of the Parking Area at any time; provided that the same does not reduce the number of parking spaces allocated to Tenant in this Lease. Further, Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease (other than Parking Charges), from time to time, temporarily close-off or restrict access to the Parking Area to permit or facilitate construction, alterations or improvements. Landlord may delegate Landlord's responsibilities with respect to the Parking Area to a parking operator, in which case such parking operator shall have all the rights of control granted herein to Landlord. The parking spaces provided to Tenant pursuant to this Section are provided to Tenant solely for use by the Tenant's Parking Users (i.e., Tenant, any permitted subtenant or occupant of the Premises (or a portion thereof) and the employees of Tenant and/or such permitted subtenant), and such spaces (or any pass given to Tenant in connection therewith) may not be otherwise transferred by Tenant or used by any other person without Landlord's prior approval, which approval may be granted or denied in Landlord's sole and absolute discretion.

8.24. Benefits. Landlord will cooperate with Tenant, at Tenant's sole cost and expense, in all reasonable respects in connection with Tenant applications for, and efforts to

obtain, any financial incentives or other benefits that may be available to Tenant pursuant to applicable Laws provided that neither the Land and Building, nor Landlord's or any Superior Mortgagor's or Superior Lessee's interest therein, shall be adversely affected in any way, except to a *de minimis* extent, and provided further that such *de minimis* extent exception shall not be binding upon any Superior Mortgagee or Superior Lessee.

8.25. Financial Statements.

(a) Tenant shall furnish to Landlord, within 120 days after the end of each fiscal year of Tenant, audited financial statements of Tenant for such fiscal year(s). In addition, if requested by a Superior Lessor or Superior Mortgagees, or in connection with a prospective modification of, or new, Superior Lease, a prospective refinancing or modification of, or new Superior Mortgage, or a prospective sale, assignment or financing or refinancing of Landlord's interest in this Lease or the Building or any interest in Landlord, Tenant, within ten (10) days after Landlord's request from time to time, shall furnish to Landlord, the most recent audited and unaudited financial statements of Tenant. All such financial statements shall be prepared by a so-called "Big 4" accounting firm or other nationally recognized independent firm of certified public accountants reasonably acceptable to Landlord, in accordance with GAAP, consistently applied.

(b) Landlord shall not disclose any of the information set forth in such financial statements, except, subject to the provisions of this subsection (b), to its employees, agents, attorneys, accountants, other professionals retained by Landlord, Superior Lessors, Superior Mortgagees, prospective Superior Lessors and Superior Mortgagees, holders of a direct or indirect interest (including, without limitation, a security interest) in Landlord, prospective purchasers and/or assignees of Landlord's interest in this Lease or the Building and prospective holders of a direct or indirect interest (including, without limitation, a security interest) in Landlord (collectively, "Information Receiving Parties" and individually, an "Information Receiving Party"), and except to the extent Landlord or any Information Receiving Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose such information. The foregoing obligation not to disclose shall not apply to any information that: (i) was rightfully in the possession of Landlord or any Information Receiving Party, without obligation to protect, before examining such financial statements; (ii) is or becomes a matter of public knowledge through no fault of Landlord; (iii) is rightfully received by Landlord or any Information Receiving Party from a third party without a duty of confidentiality; (iv) is disclosed to a third party without a duty of confidentiality on the third party; (v) is independently developed by Landlord or any Information Receiving Party; or (vi) must be disclosed under operation of law or regulation. If Landlord is confronted with a court order or judicial requirement to disclose any information which Landlord is not otherwise permitted to disclose, Landlord shall promptly notify Tenant and reasonably assist, at the Tenant's cost and expense, Tenant in obtaining a protective order requiring that any portion of the information required to be disclosed be used only for the purpose for which the court issued the order, or for such other purposes as required by Law.

8.26. Limitation of Tenant Partner Liability. Landlord agrees that Landlord (and its successors and assigns) will look only to the property or assets of Tenant, excluding proprietary client files and other proprietary third-party materials relating to or created or obtained in connection with Tenant's business, in seeking to enforce any obligations or liabilities whatsoever of Tenant under this Lease or to satisfy a judgment (or any other charge, directive, or order) of any kind against Tenant; and Landlord shall not look to the property or assets of any of the shareholders of Tenant (or any officers, directors, partner, or employees of Tenant or of an entity that is a shareholder or member in Tenant, including, without limitation, the Founding Members), either past, present or future, in seeking to enforce any obligations or liabilities whatsoever of Tenant under this Lease or to satisfy a judgment (or any other charge, directive, or order) of any kind against Tenant, except to the extent any of the foregoing is a guarantor of any of Tenant's obligations or liabilities under this Lease or with respect to the Premises. No person who is a shareholder or member in Tenant (and no officer, director, partner, or employee of Tenant or of an entity that is a shareholder or member in Tenant, including, without limitation, the Founding Members), either past, present or future, shall be personally liable for any obligations or liabilities of Tenant under this Lease, except to the extent any of the foregoing is a guarantor of any of Tenant's obligations or liabilities under this Lease or with respect to the Premises.

8.27. Press Release. Except to the extent required by any federal, state, local or foreign laws, or by any rules or regulations of the United States Securities and Exchange Commission (or its equivalent in any foreign country) or any domestic or foreign public stock exchange or stock quotation system, that may be applicable to Landlord or Tenant or any of their direct or indirect constituent owners or affiliates, each of Landlord and Tenant agrees that it will not issue any press release, advertisement or other public communication with respect to this Lease without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Each of Landlord and Tenant agrees to provide the other party with a copy of any press release, advertisement or other public communication with respect to this Lease which is required to be issued by such party pursuant to the immediately preceding sentence promptly upon the issuance thereof.

8.28. Memorandum of Lease. Without Landlord's prior written consent, Tenant shall not record this Lease. Contemporaneously with the execution of this Lease, Landlord shall execute, acknowledge and deliver to Tenant a memorandum of this Lease substantially in the form attached hereto as Exhibit R, together with all other instruments requested by Tenant which are required to record such memorandum in the Office of the City Register, New York County, which memorandum of lease Tenant shall thereafter be permitted to record in the Office of the City Register, New York County. All recording and filing fees and all taxes (if any) and other charges imposed by any governmental agency to effect such recording shall be paid by Tenant. Upon the expiration or termination of this Lease or the leasehold estate created hereby, Tenant shall execute, acknowledge and deliver to Landlord all necessary instrument(s) in recordable form evidencing the expiration or termination of this Lease or the leasehold estate created hereby and sufficient to discharge any memorandum hereof of record, and Tenant shall pay for all recording and filing fees and all taxes (if any) and other charges imposed by any governmental agency to effect such recording, Landlord hereby being authorized to effect such recording upon,

or at any time after, the expiration or termination of this Lease or the leasehold estate created hereby. Tenant's obligations pursuant to this Section 8.28 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9

Renewal Right

9.01. Renewal Right.

(a) Provided that on the date Tenant exercises any Renewal Option (i) this Lease shall not have been terminated, and (ii) Tenant (or Tenant and one (1) or more of its Founding Members) shall occupy (or intend to occupy as of the commencement of the applicable Renewal Term) at least seventy percent (70%) of the RSF of the Premises, Tenant shall have the options (individually a "Renewal Option" and collectively the "Renewal Options") to extend the term of this Lease for two (2) additional ten (10) year periods (individually the "Renewal Term and collectively the "Renewal Terms"), to commence at the expiration of the initial Term.

(b) Each Renewal Option shall be exercised, at Tenant's option, with respect to either (i) the then entire Premises (other than, at Tenant's election made in the Renewal Notice, the Ground Floor Premises) or (ii) (A) not less than three (3) contiguous full floors then leased by Tenant (provided such floors contain either the highest or lowest full floors in any contiguous block of floors leased by Tenant), plus, at Tenant's election made in the Renewal Notice, (B) either (x) the entire portion of any partial floor then leased by Tenant (which partial floor may or may not be contiguous to such three (3) contiguous full floors) and/or (y) the Ground Floor Premises. The space as to which Tenant exercises the Renewal Option pursuant to clauses (i) and (ii) of the preceding sentence is herein referred to as the "Extension Premises" and shall thereafter be deemed to be the Premises for the applicable Renewal Term. If the Renewal Notice does not set forth the Extension Premises or if the Extension Premises set forth in the Renewal Notice does not satisfy the parameters for the Extension Premises set forth in this subsection (b) and in subsection (c) below, then, without extending the time for Tenant to give the Renewal Notice or otherwise modifying any of the provisions of this Article 9, Landlord shall, within fifteen (15) Business Days after receiving the Renewal Notice in question, notify Tenant of the fact that the Renewal Notice does not set forth the Extension Premises or that the Extension Premises set forth in the Renewal Notice does not satisfy the parameters for the Extension Premises set forth in this subsection (b) and in subsection (c) below (and, in reasonable detail, why the Extension Premises set forth in the Renewal Notice does not satisfy such parameters), as the case may be. Thereafter, if, within fifteen (15) days after the giving of such notice by Landlord to Tenant (time being of the essence) Tenant fails or is unable to give a corrected Renewal Notice which sets forth Extension Premises that satisfy the parameters for the Extension Premises set forth in this subsection (b) and in subsection (c) below, the Extension Premises for the entire applicable Renewal Term shall be the entire Premises. In addition, if the Extension Premises for the first Renewal Term, if any, is selected pursuant to clause (ii), and the parameters for the Extension Premises set forth in clause (ii) cannot be satisfied for the second

Renewal Term, if any, then the Extension Premises for the second Renewal Term, if any, shall be selected only pursuant to clause (i).

(c) If the Extension Premises in respect of a Renewal Option includes the Ground Floor Premises, and the corresponding Renewal Term occurs, then (x) the license for the Mezz Space and the LD Space shall be extended and shall end on the last day of such Renewal Term, subject to the applicable provisions of Sections 12.01 and 12.02, and (y) the Extension Premises must include all portions of the second (2^{nd}) floor of the Building that are demised to Tenant under this Lease as of the date Tenant gives to Landlord the applicable Renewal Notice; and if the Extension Premises in respect of a Renewal Option includes the 7^{th} Floor portion of the Premises, and the corresponding Renewal Term occurs, then the license for the 7^{th} Floor Roof Deck shall be extended and shall end on the last day of such Renewal Term, subject to the applicable provisions of Section 12.03. Regardless of what constitutes the Extension Premises, Tenant's right to maintain the Exhaust Ducts in the Exhaust Shaft Area, in accordance with, and subject to, the applicable provisions of this Lease, shall continue during any Renewal Term(s).

(d) A Renewal Option shall be exercisable by Tenant giving notice to Landlord (the "Renewal Notice") at least fifteen (15) months before (i) the last day of the initial Term with respect to the first Renewal Option and (ii) the last day of the first Renewal Term with respect to the second Renewal Option. If on the date Tenant exercises a Renewal Option Tenant (or Tenant and one (1) or more of its Founding Members) does/do not occupy at least seventy percent (70%) of the RSF of the Premises, then the Renewal Notice, to be effective, shall contain a statement from Tenant stating that Tenant (or Tenant and one (1) or more of its Founding Members) intend(s) to occupy as of the commencement of the applicable Renewal Term at least seventy percent (70%) of the RSF of the Premises. Time is of the essence with respect to the giving of the Renewal Notice.

9.02. Renewal Rent and Other Terms.

(a) Each Renewal Term (and the extension of the applicable License(s)) shall be upon all of the terms and conditions set forth in this Lease, except that (i) the Fixed Rent shall be as determined pursuant to the further provisions of this Section 9.02; (ii) Tenant shall accept the Premises and the applicable Licensed Portion(s) in their "as is" condition at the commencement of the Renewal Term, and Landlord shall not be required to perform Landlord's Work or any other work, to pay Landlord's Contribution or any other amount or to render any services to make the Premises or the applicable Licensed Portion(s) ready for Tenant's use and occupancy or, without limiting any of Tenant's express abatement rights set forth in this Lease, to provide any so-called "free rent periods," in each case with respect to the Renewal Term; (iii) Tenant shall have no option to renew this Lease or extend the Licenses beyond September 30, 2053; and (iv) the Base Tax Amount shall be the Taxes for the Tax Year ending immediately before the commencement of the Renewal Term and the Base Operating Year shall be the Operating Year ending immediately before the commencement of the Renewal Term.

(b) (i) The annual Fixed Rent for the Premises and the applicable Licensed Portion(s) for each Renewal Term shall be the applicable Fair Market Rent. "Fair Market Rent" means the fixed annual rent that a willing lessee would pay and a willing lessor would accept for the Premises and the applicable Licensed Portion(s) during the Renewal Term in question, taking into account all relevant factors.

(ii) The annual Fixed Rent for the Parking Area (a/k/a the Parking Charge) for each year of the Renewal Term shall be, commencing on the first (1st) day of the applicable Renewal Term, and continuing on each subsequent anniversary of the first (1st) day of the applicable Renewal Term, the annual Parking Charge for the immediately preceding period (e.g., Parking Year 20, in the case of the first (1st) year of the first Renewal Period, and the last year of the first Renewal Period, in the case of the first (1st) year of the second Renewal Period, increased by three (3%) percent on a compound basis.

(iii) The annual Fixed Rent for the Exhaust Shaft Area (a/k/a the Exhaust Shaft Charge) for each year of the Renewal Term shall be, commencing on the first (1st) day of the applicable Renewal Term, and continuing on each subsequent anniversary of the first (1st) day of the applicable Renewal Term, the annual Exhaust Shaft Charge for the immediately preceding period (e.g., the Fourth Rent Period, in the case of the first (1st) year of the first Renewal Period, and the last year of the first Renewal Period, in the case of the first (1st) year of the second Renewal Period, increased by three (3%) percent on a compound basis.

(c) If Tenant timely exercises a Renewal Option, Landlord shall notify Tenant (the "Rent Notice") at least 180 days before the last day of the initial Term (in the case of the first Renewal Term) and at least 180 days before the last day of the first Renewal Term (in the case of the second Renewal Term) of Landlord's determination of the Fair Market Rent ("Landlord's Initial Determination") for the applicable Renewal Term. Tenant shall notify Landlord ("Tenant's Notice"), within 30 days after Tenant's receipt of the Rent Notice, whether Tenant accepts or disputes Landlord's Initial Determination, and if Tenant disputes Landlord's Initial Determination, Tenant's Notice shall set forth Tenant's determination of the Fair Market Rent ("Tenant's Initial Determination"). If Tenant fails to give Tenant's Notice within such 30 day period, or if Tenant gives Tenant's Notice within such 30 day period but fails to set forth therein Tenant's Initial Determination, then Tenant shall be deemed to have accepted Landlord's Initial Determination.

(d)

(i) If Tenant timely disputes Landlord's Initial Determination and Landlord and Tenant fail to agree as to the Fair Market Rent for the applicable Renewal Term within 30 days after the giving of Tenant's Notice, then the Fair Market Rent shall be determined by arbitration in the City of New York, as set forth in this Section 9.02(d). Tenant shall initiate the arbitration process by giving notice to that effect to Landlord within 30 days after the giving of Tenant's Notice, which notice shall include the name and address of Tenant's designated arbitrator. If Tenant fails to give such notice within such 30 day period, then Landlord shall initiate the arbitration process by giving notice to that effect to Tenant, which

notice shall include the name and address of Landlord's designated arbitrator. If Tenant gives such notice within such 30 day period, then within 30 days after such designation of Tenant's arbitrator, Landlord shall give notice to Tenant of the name and address of Landlord's designated arbitrator. If Tenant fails to give such notice within such 30 day period, then within 30 days after such designation of Landlord's arbitrator, Tenant shall give notice to Landlord of the name and address of Tenant's designated arbitrator. If Landlord or Tenant, as the case may be, shall fail timely to appoint an arbitrator, then the non-failing party may request the AAA to appoint an arbitrator on the failing party's behalf. Such two arbitrators shall have 30 days to appoint a third arbitrator who shall be impartial. If such arbitrators fail to do so, then either Landlord or Tenant may request the AAA to appoint an arbitrator who shall be impartial within 30 days after such request and both parties shall be bound by any appointment so made within such 30 day period. If no such third arbitrator shall have been appointed within such 30 day period, either Landlord or Tenant may apply to the Supreme Court, New York County to make such appointment. The third arbitrator only shall subscribe and swear to an oath fairly and impartially to determine such dispute.

(ii) Within 7 days after the appointment of the third arbitrator, the three arbitrators will meet (the "Initial Meeting") and set a hearing date for the arbitration. The hearing shall not exceed two days and shall be scheduled to be held within 60 days after the meeting of the three arbitrators. At the Initial Meeting, Landlord and Tenant may each submit a revised Fair Market Rent determination (each, a "Final Determination"); provided, that Landlord's Final Determination may not be greater than Landlord's Initial Determination, and Tenant's Final Determination may not be lower than Tenant's Initial Determination. If either party shall fail so to submit a Final Determination, then Landlord's Initial Determination or Tenant's Initial Determination, as applicable, shall constitute such party's Final Determination.

(iii) There shall be no discovery in the arbitration. However, on reasonable notice to the other party, Tenant may inspect any portion of the Building relevant to its claims, and Landlord may inspect any portion of the space occupied by Tenant on the floors in issue. Thirty (30) days prior to the scheduled hearing, the parties shall exchange opening written expert reports and opening written pre-hearing statements. Opening written pre-hearing statements shall not exceed 20 pages in length. Two weeks prior to the hearing, the parties may exchange rebuttal written expert reports and rebuttal written pre-hearing statements. Rebuttal written pre-hearing statements shall not exceed 10 pages in length. Ten days prior to the hearing, the parties shall exchange written witness lists, including a brief statement as to the subject matter to be covered in the witnesses' testimony. One week prior to the hearing, the parties shall exchange all documents which they intend to offer at the hearing. Other than rebuttal witnesses, only the witnesses listed on the witness lists shall be allowed to testify at the hearings. Closing arguments shall be heard immediately following conclusion of all testimony. The proceedings shall be recorded by stenographic means. Each party may present live witnesses and offer exhibits, and all witnesses shall be subject to cross-examination. The arbitrators shall conduct the two day hearing so as to provide each party with sufficient time to present its case, both on direct and on rebuttal, and permit each party appropriate time for cross examination; provided, that the arbitrators shall not extend the hearing beyond two days. Each party may, during its

direct case, present evidence in support of its position and in opposition to the position of the opposing party.

(iv) The third arbitrator shall make a determination of the Fair Market Rent by selecting either the amount set forth in Landlord's Final Determination or the amount set forth in Tenant's Final Determination, whichever the third arbitrator determines is closest to Fair Market Rent for the Premises and the applicable Licensed Portion(s). The third arbitrator may not select any other amount as the Fair Market Rent, provided that in no event shall the rent be less than the Annual Rent. The fees and expenses of any arbitration pursuant to this Section 9.02(d) shall be borne by the parties equally, but each party shall bear the expense of its own arbitrator, attorneys and experts and the additional expenses of presenting its own proof. The arbitrators shall not have the power to add to, modify or change any of the provisions of this Lease. Each arbitrator shall have at least 15 years of experience in leasing and/or valuation of properties which are similar in character to the Building. After a determination has been made of the Fair Market Rent, the parties shall execute and deliver an instrument setting forth the Fair Market Rent, but the failure to so execute and deliver any such instrument shall not effect the determination of Fair Market Rent.

(e) If Tenant disputes Landlord's Initial Determination and if the final determination of Fair Market Rent shall not be made on or before the first day of the Renewal Term, then, pending such final determination, Tenant shall pay, as Fixed Rent for the Renewal Term, an amount equal to the average of Landlord's Final Determination and Tenant's Final Determination. If, based upon the final determination of the Fair Market Rent, the Fixed Rent and Additional Rent payments made by Tenant for such portion of the Renewal Term were greater than the Fair Market Rent and Additional Rent payable for the Renewal Term, Landlord shall credit the amount of such excess against future installments of Fixed Rent and/or Additional Rent payable by Tenant, and if, based upon the final determination of the Fair Market Rent, the Fixed Rent and Additional Rent payments made by Tenant for such portion of the Renewal Term were less than the Fair Market Rent and Additional Rent payable for the Renewal Term, Tenant shall pay to Landlord such deficiency within thirty (30) days after Tenant's receipt of a written copy of such final determination or thirty (30) days after Landlord's demand therefor.

ARTICLE 10

Offer Space Option

10.01. Exercise. Provided that on the date Tenant sends the "Exercise Notice" (a) this Lease shall not have been terminated and (b) Tenant (or Tenant and one (1) or more of its Founding Members) shall occupy (or intend to occupy as of the Offer Space Lease Commencement Date) at least seventy (70%) percent of the RSF of the Premises, if, at any time during the term of this lease, Landlord intends to lease any space on the second (2^{nd}) floor of the Building (the "Offer Space") after the initial leasing thereof, Landlord shall give to Tenant notice thereof (the "Offer Space Notice") setting forth the material terms and conditions upon which Landlord is willing to lease all or such portion of the Offer Space to Tenant. The annual Fixed

Rent payable by Tenant for the Offer Space (the "Offer Space Fixed Rent") shall be an amount equal to the Fair Market Rent of the applicable Offer Space as determined pursuant to the provisions of Section 10.03 hereof. The Offer Space Notice shall set forth (i) the location and rentable square footage of such Offer Space (including a floor plan thereof), (ii) the commencement date of the proposed letting ("Offer Space Lease Commencement Date") and the expiration date of the proposed letting (the "Offer Space Lease Expiration Date") which, provided there is at least five (5) years then remaining of the term of this Lease (including any Renewal Term for which Tenant shall have (or shall, at that time, have) exercised the Renewal Option, shall be the Expiration Date (as same may be extended pursuant to the provisions of this Lease), (iii) Landlord's determination of the applicable Offer Space Fixed Rent, (iv) any additional rent payable with respect to such Offer Space, (v) any other terms and conditions which Landlord deems material. During the Exercise Period (time being of the essence), Tenant shall have the option (the "Offer Space Option") to lease all, but not a portion, of that particular Offer Space from Landlord, for the period (the "Offer Space Term") commencing on the Offer Space Lease Commencement Date and expiring on the Offer Space Lease Expiration Date on an "as is" basis (subject to Landlord's obligation to deliver same in vacant and broom-clean condition), by giving Landlord notice thereof (the "Exercise Notice") on or before the last day of Exercise Period (which last day is the "Exercise Notice Date"), time being of the essence. Any such notice that amends, modifies or supplements the terms set forth in the Offer Space Notice (except for disputing Landlord's determination of the relevant Offer Space Fixed Rent) shall not be deemed an Exercise Notice. If on the date Tenant sends the Exercise Notice Tenant (or Tenant and one (1) or more of its Founding Members) does/do not occupy at least seventy percent (70%) of the RSF of the Premises, then the Exercise Notice, to be effective, shall contain a statement from Tenant stating that Tenant (or Tenant and one (1) or more of its Founding Members) intend(s) to occupy as of the Offer Space Lease Commencement Date at least seventy percent (70%) of the RSF of the Premises. The Offer Space Option shall be subject to and governed by, the terms, covenants and conditions contained in the balance of this Article 10. For the purposes of this Article, "Exercise Period" means the thirty (30) day period commencing on the date that Landlord gives the Offer Space Notice to Tenant (time being of the essence), except as otherwise provided in Section 10.04. Without waiving any of Landlord's rights or remedies under this Lease, at law and in equity, and without extending the Exercise Notice Date or the Exercise Period or otherwise modifying any of the provisions of this Article 10, if Landlord refuses to honor the purported exercise by Tenant of an Offer Space Option because an Event of Default exists on the date Tenant gives the corresponding Exercise Notice to Landlord, Landlord shall notify Tenant of Tenant's failure to have satisfied the condition set forth in clause (b) above, including the nature of the Event(s) of Default that so existed.

10.02. Offer Space Lease. If Tenant shall send the Exercise Notice to Landlord on or before the Exercise Notice Date and in the manner set forth in Section 10.01 hereof, the parties hereto shall enter into an amendment of this Lease (an "Offer Space Lease") for that particular Offer Space, which adds the Offer Space in question to the premises demised under this Lease upon all of the same terms, covenants and conditions contained in this Lease, except that:

(i) Those terms and conditions set forth in the Offer Space Notice that are not applicable to that particular Offer Space or are expressly different than the corresponding provisions in this Lease shall not be included in the Offer Space Lease or supersede and replace such corresponding provisions as to the Offer Space Lease, or shall modify such corresponding provisions accordingly and any terms or conditions in this Lease that are not applicable to that particular Offer Space shall not be included in the Offer Space Lease;

(ii) Those terms and conditions set forth in the Offer Space Notice that are in addition to the terms and conditions of this Lease shall be added to the Offer Space Lease; and

(iii) Tenant's Tax Share and Tenant's Operating Share shall be proportionately increased to reflect the inclusion of the Offer Space in the Premises, based on the rentable square footage in the Offer Space and, to the extent necessary to reflect the terms set forth in the Offer Space Notice, the Base Operating Amount and Base Tax Amount for such Offer Space shall be adjusted.

The failure of the parties to execute an Offer Space Lease shall not affect the exercise by Tenant of the Offer Space Option for the applicable Offer Space or the leasing by Tenant of the applicable Offer Space.

10.03. Offer Space Fixed Rent. In the event that Tenant shall duly exercise the Offer Space Option as provided in this Article 10, the annual Offer Space Fixed Rent to be paid by Tenant pursuant to each Offer Space shall, subject to adjustment as therein provided, be an amount equal to the Fair Market Rent of the relevant Offer Space to be determined as provided in Sections 9.02 of this Lease and to be calculated on the basis of a new letting of the applicable Offer Space pursuant to the provisions of this Section 10.03, except that, with respect to the determination of the Fair Market Rent of the applicable Offer Space, all references in Section 9.02 to "Renewal Option", "Renewal Term", and "Premises" respectively, shall be deemed to refer to the applicable "Offer Space Option", the applicable "Offer Space Term", the applicable "Offer Space, " respectively.

10.04. Failure to Deliver Offer Space.

(a) Notwithstanding anything to the contrary contained herein, in the event Landlord fails or is unable to deliver the entire Offer Space to Tenant on the Offer Space Lease Commencement Date set forth in the corresponding Offer Space Notice (such Offer Space Lease Commencement Date being herein referred to as the "Anticipated ROFO Inclusion Date") as a result of the holding over of the prior tenant or for any other reason, Landlord shall not be subject to any liability whatsoever for such failure or inability to deliver possession, and the exercise of said option shall remain effective, but the Offer Space Lease Commencement Date, as well as the Fixed Rent and Additional Rent, with respect to the Offer Space in question, shall not commence until the date on which the Offer Space in question is actually delivered to Tenant as required under this Article 10; provided, however, that if the portion(s) of the Offer Space that cannot be delivered constitute(s), in Landlord's reasonable determination, a contiguous block of space which, taking into account its size, location and configuration, can be separately and

independently leased in accordance with all applicable Laws, at rents comparable to the rents for comparable space in the Building, without having to give a discount due to configuration, and with reasonable access to and from all common areas on the second (2nd) floor of the Building (such space being herein referred to as a "Rentable Block") and Tenant elects (in Tenant's sole discretion, but provided the portion(s) of the Offer Space that cannot be delivered constitute(s), in Landlord's reasonable determination, a Rentable Block and provided further Tenant makes such election by notice to Landlord given not later than thirty (30) days after the Anticipated ROFO Inclusion Date in question (time being of the essence)), to accept the portion(s) of the Offer Space that can be delivered, the portion(s) of the Offer Space that can be delivered shall be delivered to Tenant and the Fixed Rent and Additional Rent applicable thereto, on an RSF basis, shall commence. Landlord shall promptly inform Tenant of any anticipated delay of the Offer Space Lease Commencement Date for any Offer Space in respect of which Tenant has exercised the Offer Space Option in accordance with, and subject to, the applicable provisions of this Article 10. Landlord will promptly take all reasonable action, as reasonably determined by Landlord, against any holdover tenant of the Offer Space to obtain possession thereof (Tenant hereby acknowledging that it may be reasonable under the circumstances for Landlord to delay the commencement and/or prosecution of a summary dispossess proceeding against any such holdover tenant or not to commence or prosecute any such proceeding) and shall keep Tenant informed as to the status thereof. Nothing herein shall operate to extend the expiration of the Term for the Premises (including, but not limited to, the Offer Space, if any, added to the premises demised under this Lease) beyond the then current Expiration Date. If the Offer Space (excluding the portion(s) thereof that may have been delivered pursuant to Tenant's election as aforesaid) is not so delivered to Tenant within six (6) months after the Anticipated ROFO Inclusion Date in question, then, as Tenant' sole and exclusive right (except as hereinafter otherwise expressly provided in this subsection (a)), Tenant shall have the right (to be exercised not later than 120 days following the expiration of such six (6) month period as hereinafter provided and time being of the essence) to rescind its election to add to the Premises such Offer Space, and Landlord, at its own cost, shall separate the portion that is part of the Premises so it may be legally occupied by Tenant. If Tenant does not exercise its rescission right within the aforesaid 120 day period, then, during the six (6) month period commencing on the date immediately after the last day of such 120 day period, Tenant shall be deemed to have agreed to refrain from exercising such rescission right. If the Offer Space (excluding the portion(s) thereof that may have been delivered pursuant to Tenant's election as aforesaid) is not so delivered to Tenant within said six (6) month period, then, as Tenant' sole and exclusive right (except as otherwise hereinafter expressly provided in this subsection (a)), Tenant shall again have the right (to be exercised not later than 120 days following the expiration of such six (6) month period as hereinafter provided and time being of the essence) to rescind its election to add to the Premises such Offer Space. If Tenant does not exercise its rescission right within the aforesaid 120 day period, then, during the six (6) month period commencing on the date immediately after the last day of such 120 day period, Tenant shall again be deemed to have agreed to refrain from exercising such rescission right and the above process shall continue until the earliest to occur of the date the Offer Space is delivered to Tenant, the date Tenant exercises its rescission option and the date this Lease is terminated or the Term otherwise expires. Notwithstanding anything contained herein to the contrary, if Tenant exercises such rescission option and Landlord delivers such Offer Space to Tenant within thirty (30) days after the giving of such rescission notice, then

such rescission notice shall be deemed null and void and Tenant shall lease such Offer Space upon the terms and conditions set forth in this Article 10. If Tenant exercises such rescission option and Landlord does not deliver such Offer Space to Tenant within thirty (30) days after the giving of such rescission notice, then it shall be deemed that such Offer Space has not been offered to Tenant and the applicable provisions of Section 10.01 hereof shall continue in full force and effect, subject to the provisions of subsection (b) below.

(b) Upon Landlord obtaining vacant possession of the Offer Space that was the subject of the rescission exercised by Tenant, Landlord agrees to reoffer the same to Tenant in accordance with the applicable terms of this Article 10.

(c) The provisions of this Section 10.04 shall be an express provision to the contrary for purposes of Section 223-a of the New York Real Property Law and any other law of like import now or hereafter in effect.

10.05. Revocation of Offer Space Option. If for any reason the Offer Space Option is not exercised in accordance with, and subject to, the applicable provisions of this Article 10, or is revoked or deemed revoked, Landlord may, but shall not be obligated, at any time or from time to time, lease, license or otherwise permit the use of, all or any portions of that particular Offer Space upon any terms and conditions that are acceptable to Landlord. Upon the expiration or sooner termination of any such lease, license or permitted use of such portion of the Offer Space, the Offer Space Option shall again be applicable to such Offer Space if Landlord intends to lease such Offer Space. Landlord agrees that with respect to the first lease for each portion of space on the second (2^{nd}) floor of the Building (other than the portions of the second (2^{nd}) floor of the Building covered by this Lease and by the exercise, if any, of the Initial Expansion Option), the lease in question shall provide that the initial term thereof shall expire on a date which is no earlier than five (5) years (plus a free rent period then customary for similar space), and no later than seven (7) years and six (6) months after the date of this Lease, it being understood and agreed that the term of such lease(s) may end sooner pursuant to the applicable provisions of such lease(s) or pursuant to applicable Law.

10.06. No Other Options. Except as expressly set forth in this Article or in Article 11, Tenant shall not have any option or right to lease or use the Offer Space or any part thereof.

ARTICLE 11

INITIAL EXPANSION RIGHT

11.01. Initial Expansion Option.

(a) Provided that on the date Tenant exercises the Initial Expansion Option (i) this Lease shall not have been terminated and (ii) Tenant (or Tenant and one (1) or more of its Founding Members) shall occupy (or intend to occupy as of the Initial ES Commencement Date) at least seventy percent (70%) of the RSF of the Premises, Tenant shall have the option (the "Initial Expansion Option") to lease the balance of the second (2^{nd}) floor of

the Building (*i.e.*, the portion of the second (2nd) floor of the Building not included in the initial Premises (the parties hereby agreeing that the rentable area of the entire second (2nd) floor of the Building contains 30,112 RSF in the aggregate) or any portion of such balance (the space as to which Tenant so exercises the Initial Expansion Option is called the "Initial Expansion Space"), provided that, in the case where Tenant desires to exercise the Initial Expansion Space for less than the balance of the second (2nd) floor of the Building, the remaining portion of the second (2nd) floor of the Building (i.e., the portion of the second (2nd) floor that is not part of the initial Premises or the desired Initial Expansion Space) constitutes, in Landlord's reasonable determination, a Rentable Block. The Initial Expansion Option shall be exercisable by Tenant giving Landlord notice thereof (the "Initial Expansion Notice") on or before the date (the "Initial Expansion Notice Date") that is one hundred eighty (180) days after the date of this Lease, time being of the essence. If on the date Tenant exercises the Initial Expansion Option Tenant (or Tenant and one (1) or more of its Founding Members) does/do not occupy at least seventy percent (70%) of the RSF of the Premises, then the Initial Expansion Notice, to be effective, shall contain a statement from Tenant stating that Tenant (or Tenant and one (1) or more of its Founding Members) intend(s) to occupy as of the ES Commencement Date at least seventy percent (70%) of the RSF of the Premises. If Tenant fails to give the Initial Expansion Notice on or before such date, then Tenant shall have no further rights under this Article 11. If Initial Expansion Notice fails to designate which portion of the balance of the second (2nd) floor of the Building in respect of which Tenant is exercising the Initial Expansion Option, or if in Landlord's reasonable determination, the remaining portion of the second (2nd) floor of the Building does not constitute a Rentable Block, then, without extending the Initial Expansion Notice Date or otherwise modifying any of the provisions of this Article 11, Landlord shall, within fifteen (15) Business Days after receiving the Initial Expansion Notice, notify Tenant of the fact that the Initial Expansion Notice does not designate which portion of the balance of the second (2nd) floor of the Building in respect of which Tenant is exercising the Initial Expansion Option, or that in Landlord's reasonable determination, the remaining portion of the second (2nd) floor of the Building does not constitute a Rentable Block (and, in reasonable detail, why the remaining portion of the second (2nd) floor of the Building does not constitute a Rentable Block), as the case may be. Thereafter, if, within ten (10) Business Days after Landlord gives such notice to Tenant (time being of the essence) Tenant fails or is unable to give a corrected Initial Expansion Notice which designates which portion of the balance of the second (2nd) floor of the Building in respect of which Tenant is exercising the Initial Expansion Option Extension Premises or, if Tenant so designates but, in Landlord's reasonable determination the remaining portion of the second (2nd) floor of the Building does not constitute a Rentable Block, the Initial Expansion Space shall be deemed to be the entire balance of the second (2nd) floor of the Building. (Landlord and Tenant agree that for the purposes of this Article 11 and Article 10, the portions of the second (2nd) floor of the Building identified as "Unit A," "Unit B" and "Unit C" on Exhibit AA annexed hereto each shall be deemed space that constitutes a Rentable Block.)

(b) If Tenant timely gives the Initial Expansion Notice, Landlord shall deliver the Initial Expansion Space to Tenant on an "as is" basis (the date of such delivery, the "Initial ES Commencement Date"), subject to Landlord's obligation to deliver same in vacant and broom-clean condition, and subject to Landlord's obligations and Tenant's rights with respect to punch-list items, as more particularly set forth in Section 1.03(a). On the Initial ES

Commencement Date, the Initial Expansion Space shall become part of the Premises, upon all of the terms and conditions set forth in this Lease, except that:

(1) Fixed Rent in respect of the Initial Expansion Space shall be payable at the same rate per RSF of the Initial Expansion Space as is payable from time to time in respect of the 3rd Floor portion of the Premises and payment of Fixed Rent in respect of the Initial Expansion Space shall commence on the date (the "Initial ES Rent Commencement Date") which shall be seventeen (17) months after the Initial ES Commencement Date;

(2) Section 2.02(f) of the Lease shall not apply to the Initial Expansion Space, and with respect only to the Fixed Rent in respect of the Initial Expansion Space for the period commencing on the Initial ES Rent Commencement Date and continuing through the day immediately preceding the twenty-seven (27) month anniversary of the Initial ES Rent Commencement Date, Tenant shall not be obligated to pay $36,771.59 per month out of the monthly Fixed Rent payable under this Lease which amount shall be prorated on a per diem basis for partial months, provided that in no event shall the abatement of Fixed Rent pursuant to this Subsection exceed $992,833.03, in the aggregate.

(3) Tenant's Tax Share and Tenant's Operating Share shall be proportionately increased to reflect the inclusion of the Initial Expansion Space in the Premises, based on the RSF in the Initial Expansion Space ;

(4) Landlord's Contribution shall be increased by $60.00 per RSF of the Initial Expansion Space and the Qualified Soft Costs shall be increased by 20% of such amount;

(5) The Security Deposit shall be increased by an amount equal to twelve (12) months of the Fixed Rent for the Initial Expansion Space;

(6) Except for the increase in Landlord's Contribution and Qualified Soft Costs as set forth in clause (4) above, Landlord shall not be required to perform any work, pay any amount, or render any services to make the Building or the Initial Expansion Space ready for Tenant's use or occupancy (except as expressly set forth in this Lease), and Tenant shall accept the Initial Expansion Space in its "as is" condition on the Initial ES Commencement Date and, if the portions of the second (2nd) floor of the Building that are included in the initial Premises and in the Initial Expansion Space do not constitute the entire rentable area of the second (2nd) floor of the Building, Landlord shall, at Landlord's own cost, physically separate the portions of the second (2nd) floor of the Building that are included in the initial Premises and in the Initial Expansion Space from the balance of the second (2nd) floor of the Building (including, without limitation, the installation of a Building standard, and legally compliant, demising wall, so that the portions of the second (2nd) floor of the Building that are included in the initial Premises and in the Initial Expansion Space may be legally occupied by Tenant). Notwithstanding anything in this Lease which may be deemed to the contrary, Landlord shall have no obligation to physically separate any portion of the second (2nd) floor of the Building from any the other portion of the second (2nd) floor of the Building unless and until (x) Tenant exercises the Initial Expansion Option (or Tenant fails to exercise the Initial

Expansion Option by the Initial Expansion Notice Date), and (y) the portions of the second (2nd) floor of the Building that are included in the initial Premises and in the Initial Expansion Space, if any, that is added to the premises demised under this Lease, do not constitute the entire rentable area of the second (2nd) floor of the Building; and

(7) The provisions of Section 2.02(d) of this Lease, except for the first (1st) sentence thereof (it being understood and agreed that the term "Rent Commencement Date" shall mean, with respect to the Fixed Rent in respect of the Initial Expansion Space and for the purposes of this sub-clause (7), the Initial ES Rent Commencement Date), shall not be applicable to the Initial Expansion Space. The Initial ES Rent Commencement Date shall be extended by each day of Landlord Delay with respect to the Initial Expansion Space or subject to further abatement as expressly provided herein; provided, that if Landlord's Additional Work with respect to the Initial Expansion Space shall not be substantially completed on or before the date which is ninety (90) days after Tenant's delivery of the Initial Expansion Notice (such date, the "Initial Expansion Completion Date") then, in addition to any other rent abatement or rent concession to which Tenant is entitled under this Lease and as Tenant's sole remedy for the failure of Landlord's Additional Work with respect to the Initial Expansion Space to have been substantially completed by the Initial Expansion Completion Date, the Fixed Rent payable hereunder for the Initial Expansion Space only shall be further abated (i) by one (1) day for each day during the first thirty (30) days after the Initial Expansion Completion Date, (ii) one-and one-half (1 ½) days for each day during the next thirty (30) days after the Initial Expansion Completion Date and (iii) two (2) days for each day thereafter, until Landlord's Additional Work with respect to the Initial Expansion Space has been substantially completed. The Initial Expansion Completion Date shall be extended by one (1) day for each day that Landlord's Additional Work with respect to the Initial Expansion Space shall not have been substantially completed by reason of any Tenant Delay.

11.02. Confirmatory Instrument. After the giving of an Initial Expansion Notice and determination of the space to be included in the Initial Expansion Space, Landlord and Tenant shall confirm the occurrence thereof and the inclusion of the Initial Expansion Space in the Premises by executing an instrument reasonably satisfactory to Landlord and Tenant; provided, that failure by Landlord or Tenant to execute such instrument shall not affect the inclusion of the Initial Expansion Space in the Premises in accordance with this Article 11.

11.03. Null and Void. Anything contained herein to the contrary notwithstanding, the provisions of this Article 11 shall be null and void and of no further force or effect, and Tenant shall have no right to exercise the Initial Expansion Option, if at any time after Tenant's delivery of an Initial Expansion Notice and before the Initial ES Commencement Date, this Lease shall be terminated.

ARTICLE 12

LICENSED PORTIONS

12.01. Mezzanine.

(a) Landlord hereby grants to Tenant, for Tenant's use and not for resale purposes, on an as is "basis", during the Term, an exclusive license of an area consisting of 4,911 RSF of the mezzanine level of the Building, substantially where shown in hatching on Exhibit T annexed hereto (the "Mezz Space"), it being understood and agreed that the portion of the Mezz Space identified as "BY TENANT" on said Exhibit T does not exist as of the date of this Lease and is to be constructed by Tenant as part of the Initial Tenant Work and that the Fixed Rent for the Mezz Space shall not be reduced in the event that Tenant elects not to construct such portion of the Mezz Space. Subject to, in accordance with, and to the extent permitted by, all Laws and the other provisions of this Lease, the Mezz Space shall be used by Tenant (and its permitted subtenants and occupants) solely for the installation and operation by Tenant of certain mechanical equipment servicing the Premises (including, without limitation, an auditorium air-handling unit, freezer farms, compressors, pumps, Uninterrupted Power Supply (a/k/a UPS), batteries, acid neutralization tank, RO/DI water, and air and vacuum systems for the laboratory) (together with related cabling, pumps, mountings and supports for all of the foregoing, collectively, the "Mezz Equipment"), and for the Permitted Uses, and for no other purpose, Landlord hereby acknowledging that in accordance with, and subject to, the applicable provisions of this Lease, some of the Mezz Equipment may also be located in the 2nd and 3rd floor portions of the Premises. Access to the Mezz Space shall be via the Building's freight elevator only (and, if applicable, any internal staircase installed by Tenant in accordance with, and subject to, the applicable provisions of this Lease), Tenant hereby acknowledging that neither the Low Rise Service Elevator, nor the Building's passenger elevators, service the mezzanine level of the Building. If any of the Mezz Equipment generates noise likely, in Landlord's reasonable judgment, to disturb other tenants or occupants of the Building, then Tenant shall install sound attenuated acoustic enclosures reasonably satisfactory to Landlord designed to eliminate such noise or reduce such noise reasonably to acceptable levels. If Tenant requires riser space for conduit connecting the Premises to the Mezz Equipment, Landlord shall make such riser space available to Tenant as provided in Section 4.02(j), and references to the Mezz Equipment shall be deemed to include such riser and any conduit therein.

(b) The installation of the Mezz Equipment shall constitute an Alteration and shall be performed by Tenant at Tenant's sole cost and expense in accordance with and subject to the provisions of Article 4. Tenant shall pay Fixed Rent to Landlord for the Mezz Space in advance on the first day of each month during the Term, as set forth in Section 2.02(b), subject to the provisions of Article 9. All of the provisions of this Lease shall apply to the installation, use and maintenance of the Mezz Equipment and to the use of the Mezz Space, as if the Mezz Equipment was Fixtures and the Mezz Space was part of the Premises, including, without limitation, all provisions relating to compliance with Laws, insurance, indemnity, repairs, maintenance and access and rights to perform certain work and make certain installations

by Landlord and others pursuant to Section 4.04(a) and the other applicable provisions of this Lease, except as otherwise provided in this Article 12.

(c) Tenant shall have reasonable access to the Mezz Equipment at all times, and Landlord shall not interfere with the use of the Mezz Equipment so as to cause the operation thereof to be materially interrupted or impaired.

(d) Intentionally omitted.

(e) Landlord shall not have any obligations with respect to the Mezz Equipment (except for damage thereto, to the extent the damage is caused by the negligence or willful misconduct of Landlord, its agents, servants, employees or contractors and is not covered by the insurance that Tenant is then maintaining or is then required to maintain pursuant to the applicable provisions of this Lease) or compliance with any Laws (including the obtaining of any required permits or licenses, or the maintenance thereof) relating to the Mezz Equipment or the use thereof by Tenant or by any person or entity claiming by, through or under Tenant, nor shall Landlord be responsible for any damage that may be caused to Tenant or the Mezz Equipment by any other tenant or occupant of the Building. Notwithstanding the foregoing, upon request by Tenant, Landlord, at Tenant's cost and expense, shall join in any applications for any permits, approvals or certificates from any governmental authority required to be obtained by Tenant in connection with the installation of the Mezz Equipment approved by Landlord, and shall sign such applications reasonably promptly after request by Tenant, and shall otherwise cooperate with Tenant in connection therewith, provided that Landlord shall not be obligated to incur any cost or expense, including reasonable attorneys' fees and disbursements, or suffer or incur any liability, in connection therewith.

(f) Tenant shall (i) be solely responsible for any damage to the mezzanine and other portions of the Building resulting from the use or installation of the Mezz Equipment and/or the use of the Mezz Space by Tenant or any person or entity claiming by, through or under Tenant, (ii) pay when due any tax, license, permit or other fees or charges imposed pursuant to any Laws relating to the installation, maintenance or use of the Mezz Equipment, (iii) promptly comply with all precautions and safeguards required or reasonably recommended by Landlord's insurance company or required or recommended by all governmental authorities, and (iv) promptly and diligently perform all necessary repairs or replacements to, or maintenance of, the Mezz Equipment.

(g) The privileges granted to Tenant under this Section 12.01 merely constitute a license and shall not, now or at any time after the installation of the Mezz Equipment, be deemed to grant Tenant a leasehold or other real property interest in the Building or any portion thereof, including the Building's mezzanine. The License granted to Tenant in this Section 12.01 shall continue until and automatically terminate and expire upon the expiration or earlier termination of this Lease or on the date the Ground Floor Premises is no longer part of the Premises, whichever occurs first and the termination of such License shall be self-operative and no further instrument shall be required to effect such termination. Upon request by Landlord following the expiration or sooner termination of this Lease or the License granted to Tenant in

this Section 12.01, Tenant, at Tenant's sole cost and expense, shall promptly execute and deliver to Landlord, in recordable form, any certificate or other document reasonably required by Landlord confirming the termination of Tenant's right to use the mezzanine of the Building, and upon the expiration or termination of this Lease or the License granted to Tenant in this Section 12.01, Tenant, at its sole cost and expense, shall remove the Mezz Equipment and repair and restore the Mezz Space to the condition that existed prior to the installation of the Mezz Equipment.

12.02. Loading Dock Vicinity.

(a) Landlord hereby grants to Tenant, for Tenant's use and not for resale purposes, on an "as is" basis, during the Term, an exclusive license of an area consisting of 329 RSF in the vicinity of the loading dock of the Building, substantially where shown in hatching on Exhibit B annexed hereto (the "LD Space") and the existing storage facility located therein (the "Storage Facility"). Subject to, in accordance with, and to the extent permitted by, all Laws and the other provisions of this Lease, the LD Space and the Storage Facility shall be used by Tenant (and its permitted subtenants and occupants) solely for storage purposes, and for no other purpose. In connection therewith, Landlord shall make available to Tenant reasonable access to the LD Space for the maintenance, repair, operation and use of a Storage Facility.

(b) Tenant shall pay Fixed Rent to Landlord for the LD Space in advance on the first day of each month during the Term, as set forth in Section 2.02(b), subject to the provisions of Article 9. All of the provisions of this Lease shall apply to the installation, use and maintenance of the Storage Facility and to the use of the LD Space, as if the Storage Facility was Fixtures and the LD Space was part of the Premises, including, without limitation, all provisions relating to compliance with Laws, insurance, indemnity, repairs, maintenance and access and rights to perform certain work and make certain installations by Landlord and others pursuant to Section 4.04(a) and the other applicable provisions of this Lease, except as otherwise provided in this Article 12.

(c) Tenant shall use the Storage Facility so as not to cause any (i) interference to the use of the loading docks, including, without limitation, the use by Landlord or other tenants or occupants of the Building, or (ii) damage to or interference with the operation of the Building or the Building systems or the loading docks.

(d) Intentionally omitted.

(e) Landlord shall not have any obligations with respect to the Storage Facility or the LD Space (except for (i) structural repairs to the LD Space the need for which is not the result of any act or (where there is a duty to act) omission on the part of Tenant or any person or entity claiming by, through or under Tenant and (ii) damage to the LD Space, to the extent the damage is caused by the negligence or willful misconduct of Landlord, its agents, servants, employees or contractors and is not covered by the insurance that Tenant is then maintaining or is then required to maintain pursuant to the applicable provisions of this Lease) or compliance with any Laws (including the obtaining of any required permits or licenses, or the maintenance thereof) relating to any work performed in or to, or installation made in or to, or the

occupancy of, the Storage Facility or the LD Space by Tenant (or any person or entity claiming by, through or under Tenant) or relating to the particular use or particular manner of use by Tenant (or any person or entity claiming by, through or under Tenant) of the Storage Facility or the LD Space or any part thereof, nor shall Landlord be responsible for any damage that may be caused to Tenant or the Storage Facility by any other tenant or occupant of the Building. Notwithstanding the foregoing, upon request by Tenant, Landlord, at Tenant's cost and expense, shall join in any applications for any permits, approvals or certificates from any governmental authority required to be obtained by Tenant in connection with Tenant's use of the Storage Facility for the purposes expressly permitted in this Section 12.02, and shall sign such applications reasonably promptly after request by Tenant, and shall otherwise cooperate with Tenant in connection therewith, provided that Landlord shall not be obligated to incur any cost or expense, including reasonable attorneys' fees and disbursements, or suffer or incur any liability, in connection therewith.

(f) Tenant shall (i) be solely responsible for any damage to the LD Space, the loading docks and its adjacent areas resulting from the use of the Storage Facility by Tenant or any other person claiming by, through or under Tenant, (ii) pay when due any tax, license, permit or other fees or charges imposed pursuant to any Laws relating to the installation, maintenance or use of the Storage Facility, (iii) promptly comply with all precautions and safeguards required or reasonably recommended by Landlord's insurance company or required or recommended by all governmental authorities, and (iv) promptly and diligently perform all necessary repairs or replacements to, or maintenance of, the Storage Facility.

(g) The privileges granted to Tenant under this Section 12.02 merely constitute a license and shall not, now or at any time after the installation of the Storage Facility, be deemed to grant Tenant a leasehold or other real property interest in the Building or any portion thereof, including the Building's loading dock or the areas in the vicinity of the LD Space. The License granted to Tenant in this Section 12.02 shall continue until and automatically terminate and expire upon the expiration or earlier termination of this Lease and the termination of such License shall be self-operative and no further instrument shall be required to effect such termination. Upon request by Landlord following the expiration or sooner termination of this Lease or the License granted to Tenant in this Section 12.02, Tenant, at Tenant's sole cost and expense, shall promptly execute and deliver to Landlord, in recordable form, any certificate or other document reasonably required by Landlord confirming the termination of Tenant's right to use the LD Space.

12.03. 7th Floor Roof Deck.

(a) Landlord hereby grants to Tenant, for Tenant's exclusive use and not for resale purposes, on an "as is" basis, an exclusive license of the north (the "North Portion") and south (the "South Portion") roof deck areas located on the 7th Floor (collectively the "7th Floor Roof Deck"). Subject to, in accordance with, and to the extent permitted by, all Laws and the other provisions of this Lease, the 7th Floor Roof Deck shall be used by Tenant (and its permitted subtenants and occupants) solely for typical outdoor terrace uses (and not for laboratory use) and for the installation by Tenant of certain mechanical equipment servicing the

Premises (together with related equipment and installations for all of the foregoing, collectively, the "7th Floor Roof Deck Installations"). Access to the 7th Floor Roof Deck is available from the 7th Floor. If any of the 7th Floor Roof Deck Installations generates noise likely, in Landlord's reasonable judgment, to disturb other tenants or occupants of the Building, then Tenant shall install sound attenuated acoustic enclosures reasonably satisfactory to Landlord designed to eliminate such noise or reduce such noise reasonably to acceptable levels. Additionally, in no event shall the 7th Floor Roof Deck Installations exceed ten (10) feet in height or otherwise block or otherwise adversely affect the views from the eighth (8th) floor of the Building and above. If Tenant requires riser space for conduit connecting the Premises to the 7th Floor Roof Deck Installations, Landlord shall make such riser space available to Tenant as provided in Section 4.02(j), and references to the 7th Floor Roof Deck Installations shall be deemed to include such riser and any conduit therein. Notwithstanding anything contained in this Lease to the contrary, Landlord, and its employees, agents and contractors, shall be permitted at all times to use the 7th Floor Roof Deck to maintain and repair the Building (including, without limitation, to attach window-washing rigging and other equipment (except that such window washing rig shall not be stored on the 7th Floor Roof Deck other than temporarily (such as overnight, on non-Business Days or during inclement weather) when the window washing rig is otherwise in use) and to otherwise perform its obligations under this Lease or exercise its rights under this Lease. In connection with such use, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of the 7th Floor Roof Deck, but Landlord shall not be obligated to employ overtime or premium labor unless Tenant requests such employment of overtime or premium labor, in which event, and provided the employment of overtime or premium labor is reasonably practical, Landlord shall, at Tenant's sole cost and expense, employ overtime or premium labor.

(i) As part of the Initial Tenant Work, and prior to using any portion of the 7th Floor Roof Deck, Tenant shall, in accordance with, and subject to, the applicable provisions of this Lease, perform and complete all of the 7th Floor Roof Work.

(b) The installation of the 7th Floor Roof Deck Installations shall constitute an Alteration and shall be performed by Tenant at Tenant's sole cost and expense in accordance with and subject to the provisions of Article 4. All of the provisions of this Lease shall apply to the installation, use and maintenance of the 7th Floor Roof Deck Installations and the use of the 7th Floor Roof Deck, as if the 7th Floor Roof Deck Installations was Fixtures and the 7th Floor Roof Deck was part of the Premises including, without limitation, all provisions relating to compliance with Laws, insurance, indemnity, repairs, maintenance and access and rights to perform certain work and make certain installations by Landlord, except as otherwise provided in this Article 12 and in Section 4.05(c). Additionally, and not in limitation of the foregoing, Tenant shall comply with all laws with respect to the use of the 7th Floor Roof Deck as a terrace and any installations required by laws in connection therewith.

(c) Except as otherwise expressly provided in Section 4.05(c), Landlord shall not have any obligations with respect to the 7th Roof Deck Installations or the 7th Floor Roof Deck (except for (i) structural repairs to the 7th Floor Roof Deck prior to the performance of the 7th Floor Roof Work, the need for which is not the result of any act or

(where there is a duty to act) omission on the part of Tenant or any person or entity claiming by, through or under Tenant and (ii) damage to the 7th Roof Deck Installations or the 7th Floor Roof Deck, to the extent the damage is caused by the negligence or willful misconduct of Landlord, its agents, servants, employees or contractors and is not covered by the insurance that Tenant is then maintaining or is then required to maintain pursuant to the applicable provisions of this Lease) or compliance with any Laws (including the obtaining of any required permits or licenses, or the maintenance thereof) relating thereto, nor shall Landlord be responsible for any damage that may be caused to Tenant or the 7th Roof Deck Installations by any other tenant or occupant of the Building. Notwithstanding the foregoing, upon request by Tenant, Landlord, at Tenant's cost and expense, shall join in any applications for any permits, approvals or certificates from any governmental authority required to be obtained by Tenant in connection with Tenant's use of the 7th Floor Roof Deck for the purposes expressly permitted in this Section 12.03, and shall sign such applications reasonably promptly after request by Tenant, and shall otherwise cooperate with Tenant in connection therewith, provided that Landlord shall not be obligated to incur any cost or expense, including reasonable attorneys' fees and disbursements, or suffer or incur any liability, in connection therewith.

(d) Tenant shall (i) be solely responsible for any damage to the 7th Floor Roof Deck resulting from the use of the 7th Floor Roof Deck by Tenant or any person or entity claiming by, through or under Tenant, the use or installation of the 7th Floor Roof Deck Installations by Tenant or any person or entity claiming by, through or under Tenant, and the performance of the 7th Floor Roof Work, (ii) pay when due any tax, license, permit or other fees or charges imposed pursuant to any Laws relating to the installation, maintenance or use of the 7th Floor Roof Deck Installations, (iii) promptly comply with all precautions and safeguards required or reasonably recommended by Landlord's insurance company or required or recommended by all governmental authorities, and (iv) promptly and diligently perform all necessary repairs or replacements to, or maintenance of, the 7th Floor Roof Deck Installations.

(e) The privileges granted to Tenant under this Section 12.03 merely constitute a license and shall not, now or at any time after the installation of the 7th Floor Roof Deck Installations, be deemed to grant Tenant a leasehold or other real property interest in the Building or any portion thereof, including the Building's 7th Floor Roof Deck Installations. The License granted to Tenant in this Section 12.03 shall continue until and automatically terminate and expire upon the expiration or earlier termination of this Lease or on the date the 7th Floor portion of the Premises is no longer part of the Premises, whichever occurs first, and the termination of such License shall be self-operative and no further instrument shall be required to effect such termination. Upon request by Landlord following the expiration or sooner termination of this Lease or the License granted to Tenant in this Section 12.03, Tenant, at Tenant's sole cost and expense, shall promptly execute and deliver to Landlord, in recordable form, any reasonable certificate or other document reasonably required by Landlord confirming the termination of Tenant's right to use the 7th Floor Roof Deck of the Building. Upon the expiration or sooner termination of this Lease and/or this License, Tenant shall have no obligation to remove any of the 7th Floor Roof Deck Installations, but the extent Tenant elects not to so remove a 7th Floor Roof Deck Installation, Tenant, at Tenant's sole cost and expense, shall put same in a safe condition and in a condition that complies with all applicable Laws, and

to the extent Tenant elects to remove a 7th Roof Deck Installation, Tenant, at its sole cost and expense, shall repair all damage to the Building caused by such removal.

12.04. Licenses. The licenses described in this Article 12 are herein collectively referred to as the "Licenses" and the Mezz Space, the LD Space and the 7th Floor Roof Deck are herein collectively referred to as the "Licensed Portions."

12.05. Condition of the Licensed Portions; No Services. Landlord shall not be required to perform any work to make any of the Licensed Portions or the Storage Facility ready for Tenant's use and occupancy, and Tenant shall accept the Licensed Portions and the Storage Facility in their then "AS-IS" condition and state of repair. Except as otherwise expressly provided in Section 3.01(a), Landlord shall not be required to provide any services or utilities, or (except as otherwise expressly provided in this Article 12) make any repairs whatsoever, to the Licensed Portions or any of the Mezz Equipment, the Storage Facility and/or the 7th Floor Roof Deck Installations.

12.06. Rights Not Assignable. The rights granted in this Article 12 are given in connection with, and as part of the rights created under, this Lease and are not separately transferable or assignable. During the term of the License in question, only Tenant and permitted subtenants and occupants of the Premises shall use the corresponding Licensed Portion and such use shall be solely in connection with the occupancy of the Premises by Tenant and such permitted subtenants and occupants. Tenant shall not sell any services arising out of the use of the Licensed Portions except to such permitted subtenants and occupants, in which case the revenues derived therefrom shall be included in Other Sublease Consideration. Tenant is expressly prohibited from licensing or otherwise assigning, in whole or in part, any portion of the Licensed Portions or the use thereof or any of the Mezz Equipment, the Storage Facility and/or the 7th Floor Roof Deck Installations to any other entity, except in connection with an assignment of Tenant's interest in this Lease.

ARTICLE 13
EXPEDITED ARBITRATION

13.01. Submission of Dispute. Either party shall have the right to submit a dispute relating to (i) the reasonableness of the grant or denial of a consent or other determination by the other party, (ii) the substantial completion of any work required to be performed by either party pursuant to the terms of this Lease or (iii) any other matter for which arbitration is expressly provided as a means of dispute resolution pursuant to the terms of this Lease, to final and binding arbitration in New York, New York, administered by "JAMS, The Resolution Experts" (or any organization which is the successor thereto) ("JAMS") in accordance with JAMS Streamlined Arbitration Rules and Procedures in effect at that time (or, if JAMS is no longer in existence, then administered by the AAA under the Expedited Procedures of its Commercial Arbitration Rules in effect at that time). The party desiring such arbitration shall give notice to the other party. If the parties shall not have agreed on a choice of an arbitrator within fifteen (15) days after the service of such notice, then each party shall, within ten (10) days thereafter appoint an arbitrator, and advise the other party of the arbitrator so

appointed. A third arbitrator shall, within ten (10) days following the appointment of the two (2) arbitrators, be appointed by the two arbitrators so appointed or by JAMS, if the two arbitrators are unable, within such ten (10) day period, to agree on the third arbitrator. If either party fails to appoint an arbitrator (herein called the "Failing Party"), the other party shall provide an additional notice to the Failing Party requiring the Failing Party's appointment of an arbitrator within five (5) Business Days after the Failing Party's receipt thereof. If the Failing Party fails to notify the other party of the appointment of its arbitrator within such five (5) Business Day period, the appointment of the second arbitrator shall be made by JAMS in the same manner as hereinabove provided for the appointment of a third arbitrator in a case where the two arbitrators appointed hereunder are unable to agree upon such appointment. The three (3) arbitrators shall render a resolution of said dispute or make the determination in question. In the absence, failure, refusal or inability of JAMS to act within twenty (20) days, then either party, on behalf of both, may apply to a Justice of the Supreme Court of New York, New York County, for the appointment of the third arbitrator, and the other party shall not raise any question as to the court's full power and jurisdiction to entertain the application and make the appointment. In the event of the absence, failure, refusal or inability of an arbitrator to act, a successor shall be appointed within ten (10) days as hereinbefore provided. Any arbitrator acting under this Article 13 in connection with any matter shall be experienced in the field to which the dispute relates, and shall have been actively engaged in such field for a period of at least ten (10) years before the date of his appointment as arbitrator hereunder.

13.02. Arbitrators. All arbitrators chosen or appointed pursuant to this Article 13 shall (x) be sworn fairly and impartially to perform their respective duties as such arbitrator, (y) not be an employee or past employee of Landlord or Tenant or of any other person, partnership, corporation or other form of business or legal association or entity that controls, is controlled by or is under common control with Landlord or Tenant and (z) in the case of the third arbitrator, never have represented or been retained for any reason whatsoever by Landlord or Tenant or any other person, partnership, corporation or other form of business or legal association or entity that controls, is controlled by or is under common control with Landlord or Tenant. Within sixty (60) days after the appointment of such arbitrator(s), such arbitrator(s) shall determine the matter which is the subject of the arbitration and shall issue a written opinion and shall determine the prevailing party, or issue a determination that there is no prevailing party. The decision of the arbitrator(s) shall be conclusively binding upon the parties, and an award of an arbitrator rendered pursuant to the provisions of this Article 13 and may be enforced in accordance with the laws of the State of New York.

13.03. Cooperation. Landlord and Tenant agree to sign all documents and to do all other things necessary to submit any such matter to arbitration and further agree to, and hereby do waive, any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder. For such period, if any, that this agreement to arbitrate is not legally binding or the arbitrator's award is not legally enforceable, the provisions requiring arbitration shall be deemed deleted, and matters to be determined by arbitration shall be subject to litigation.

13.04. No Damages. In cases where the parties utilize expedited arbitration in accordance with the provisions of Section 13.01 hereof: (i) if the arbitrator(s) shall find that a party acted unreasonably in withholding or delaying a consent or approval, such consent or approval shall be deemed granted (but the arbitrator(s) shall not have the right to award damages), and (ii) the losing party in such arbitration shall pay the arbitration costs charged by JAMS and/or the arbitrator(s), together with the reasonable counsel fees and disbursements incurred by the prevailing party in connection with such arbitration.

13.05. No Consolidation. Unless Landlord and Tenant otherwise agree in writing, except for issues which are directly related to one another, each issue in dispute shall be arbitrated separately and no arbitration shall be consolidated with another.

13.06. Bound By Lease Provisions. The arbitrator(s) shall, in rendering any decision pursuant to this Article 13, answer only the specific question or questions presented to them. In answering such question or questions (and rendering their decision), the arbitrator(s) shall be bound by the provisions of this Lease, and shall not add to, subtract from or otherwise modify such provisions.

13.07. Not Applicable. The provisions of this Article 13 shall not be applicable to any arbitration conducted pursuant to Section 2.05(k)(ii) or Article 9 hereof (except, in each case, as may be expressly set forth therein).

13.08. Survival. The provisions of this Article 13 shall survive the expiration or earlier termination of this Lease.

ARTICLE 14
EQUIPMENT

14.01. Equipment. Subject to and in accordance with the provisions of this Article 14 and the other applicable provisions of this Lease (including, without limitation, Article 4) and to the extent permitted by Laws, Tenant, at Tenant's expense, may install, remove, replace, repair, maintain and operate, at no additional rent or charge to Tenant (except as otherwise expressly provided in this Lease) (a) one (1) emergency generator, together with switchgear and related apparatus (collectively, the "Generator") on a portion of the roof of the Building, substantially where shown in hatching on Exhibit U hereof and identified as "Generator Space" (the "Generator Space"), for the sole purpose of providing a back-up electrical source in the event of an emergency loss of electricity at the Building, (b) one (1) fuel storage tank, in the Tank Space, with a capacity of not more than 1,500 gallons (the "Fuel Tank," for the sole purpose of fueling the Generator, (c) up to two (2) cooling towers cells (collectively, the "Cooling Towers") on a portion of the roof of the Building, substantially where shown in hatching on Exhibit U hereof and identified as "Cooling Tower Space," for the sole purpose of providing condenser water to the Premises, (d) one (1) communications satellite dish, not exceeding twenty-four (24") inches in diameter and not extending more than five (5') feet above the parapet of the roof of the Building (the "Satellite Dish"), on a portion of the roof of the Building, substantially where shown in hatching on Exhibit U hereof and identified as "Satellite Dish Space, " and (e) exhaust and other equipment reasonably approved by Landlord that is

reasonably necessary for the operation of the Premises for the Permitted Uses (collectively, the "Other Equipment"), which Other Equipment shall include, without limitation, certain exhaust cannon fans (which fans may be required to be surrounded by architectural screening supported by new structural steel) on a portion of the roof of the Building, substantially where shown in hatching on said Exhibit U and identified as "Other Equipment Space." (The Generator, Fuel Tank, Cooling Towers, the Satellite Dish and Other Equipment are herein sometimes collectively referred to as the "Equipment"; and the Generator Space, Tank Space, Cooling Tower Space, Satellite Dish Space and Other Equipment Space are herein sometimes collectively referred to as the "Equipment Spaces"; and the installation, maintenance, operation, repair and replacement of the Equipment and the use of the corresponding Equipment Spaces for such purposes is herein referred to as the "Equipment Uses.") Tenant may replace or modify the Equipment from time to time during the Term, in accordance with, and subject to, the applicable provisions of this Lease, including, without limitation, Article 4. Tenant shall furnish to Landlord plans and specifications for the Equipment (or any modification or replacement thereof) for approval in accordance with Article 4. The approvals and consents provided for in Article 4 of this Lease shall include size and the method of attachment of the Equipment to the Building and the location of conduits connecting the Equipment to the Premises, it being understood and agreed that there shall be no penetrations of the roof's membrane except by the Landlord approved Tenant's roof contractor under the supervision of Landlord's designated roof contractor (the reasonable cost of such supervision to be paid by Tenant) or, at Landlord's option and at Tenant's cost, by Landlord's designated roof contractor provided that such contractor designated by Landlord is competitive in price with comparable contractors for comparable work in similar buildings in the vicinity of the Building.

14.02. Tank Space. At no cost to Landlord, Landlord shall cooperate with Tenant in locating a location reasonably acceptable to both Landlord and Tenant to install the Fuel Tank (together with a pump set), which complies with the applicable provisions of this Article 14 (including, without limitation, Sections 14.04 and 14.09), including, if feasible, under one of the sidewalks appurtenant to the Building, it being understood and agreed that if there is no suitable space Tenant shall not be permitted to install a Fuel Tank, which shall not (x) relieve or release Tenant from any of its obligations or liabilities under this Lease, (y) constitute an actual or constructive eviction, or (z) impose any liability upon Landlord. The location, if any, so located and agreed to by both Landlord and Tenant being herein referred to as the "Tank Space."

14.03. Insurance. Tenant shall obtain and keep in full force and effect, from and after the time Tenant begins construction and installation of any Equipment, such supplementary insurance with respect to the Equipment and the use of the Equipment Spaces as Landlord may reasonably require from time to time during the Term, which insurance shall be consistent with the insurance or supplementary insurance, if any, customarily required of tenants with equipment similar to the applicable Equipment in First Class Buildings. Landlord may from time to time require that the coverage amounts of such insurance be increased, but no more frequently than one (1) time every three (3) years during the Term, so that the amount thereof, in Landlord's reasonable determination, is commercially reasonable and is consistent with the insurance then being required by landlords of First Class Buildings. Such insurance shall comply with the applicable provisions of Sections 7.01, 7.02 and 7.03.

14.04. Compliance with Laws, Etc.. Tenant, at Tenant's sole cost and expense, shall comply with all Laws which in any manner affect or relate to the Equipment Uses, including, without limitation, (a) obtaining and maintaining all required permits and licenses for the Equipment Uses, and (b) installing fencing, screening and/or a double-wall containment system surrounding such installation if required by such Laws. Landlord makes no representations or warranties whatsoever as to the permissibility of any of the Equipment under applicable Laws or the suitability of any of the Equipment Spaces for the installation or operation thereof. In addition, Landlord makes no representation that the Satellite Dish will be able to receive or transmit communication signals without interference or disturbance (whether or not by reason of the installation or use of similar equipment by others on the roof) and Tenant agrees that Landlord shall not be liable to Tenant therefor. If Landlord reasonably deems it advisable that there be structural reinforcement of any portion of one (1) or more of the Equipment Spaces in connection with the installation or operation of the corresponding Equipment, Tenant shall perform same at Tenant's cost and expense and Tenant shall not perform any such installation prior to the completion of any such structural reinforcement. The installation of the Equipment, including, without limitation, the connection of the Equipment to the Building's electrical supply, where applicable, and the connection of the Equipment to the Premises or the Licensed Portions, where applicable, shall be subject to the provisions of Article 4 of this Lease applicable to Alterations. Tenant, at Tenant's expense, shall promptly repair any and all damage to the Equipment Spaces and to any other part of the Building caused by any of the Equipment Uses. All installations made by Tenant pursuant to the provisions of this Article 14 shall be at the sole risk of Tenant, and neither Landlord, nor any agent or employee of Landlord, shall be responsible or liable for any injury or damage to, or arising out of, the Equipment or the installation or use thereof. The Equipment shall be and remain a part of the Building, and shall, upon the expiration or earlier termination of this Lease, be the property of Landlord and shall not be removed by Tenant.

14.05. Access to the Equipment Spaces. Only employees, engineers, contractors, subcontractors and agents of Tenant who are approved by Landlord in each instance for the task in question, such approval not to be unreasonably withheld or delayed (collectively, "Tenant's Authorized Personnel") shall be permitted access to the Equipment Spaces for any of the Equipment Uses, and access to the Equipment Spaces for any other use shall not be permitted. Tenant's Authorized Personnel shall have reasonable access to the roof of the Building (and to the portion of the Building in which the Tank Space may be located) at such times as are reasonably designated by Landlord (which times may be after Business Hours on Business Days or on days that are not Business Days), subject to reasonable Building security and identification procedures and the Building rules and regulations in effect from time to time, and provided Tenant reimburses Landlord (within thirty (30) days after Landlord's demand from time to time) for the actual cost and expense incurred or paid by Landlord (including, but not limited to, salaries, wages, compensation and benefits) for retaining the services of security and fire safety personnel, elevator operators, electricians and other support personnel in connection with the Equipment Uses, as reasonably determined by Landlord, except that if such access is during Business Hours on Business Days and Landlord incurs no additional cost for any of the foregoing due to the fact that the personnel in question are otherwise on duty and are not needed

to provide other services at the time(s) in question, Tenant shall not be charged for the cost of such personnel who are otherwise on duty during Business Hours on Business Days.

14.06. Electricity. Tenant shall pay for all electrical service required for Tenant's use of the Equipment pursuant to the applicable provisions of Section 2.07.

14.07. No Services. Landlord shall not be required to provide any services or utilities, or make any repairs whatsoever, to the Equipment Spaces and/or the Equipment other than providing access to the Equipment Spaces as expressly provided in Section 14.05.

14.08. Damage and Repairs. Tenant shall (a) be solely responsible for any damage caused as a result of any of the Equipment Uses, (b) promptly pay any tax, license, permit or other fees or charges imposed pursuant to any Law relating to any of the Equipment Uses, and (iii) promptly and diligently perform all necessary repairs or replacements to, or maintenance of, Equipment to keep same in a safe condition and in compliance with all applicable Laws, provided, however, that if Tenant's failure to so repair, replace or maintain Equipment jeopardizes in any way Landlord's or any other tenant's property located on the roof or within the Building, and Tenant fails to commence and complete such repair(s), replacement(s) and/or maintenance within thirty (30) days' after Landlord gives Tenant notice of Landlord's election to perform such repairs, replacements and/or maintenance (or in the case of a failure which cannot with reasonable due diligence be cured within a period of thirty (30) days, then provided Tenant commences to cure such repair, replacement and/or maintenance obligation within such thirty (30) day period and Tenant diligently and continuously endeavors to cure such obligation, within such longer period of time as may be reasonably necessary to prosecute such cure to completion), Landlord may, at Landlord's option, elect to perform such repairs, replacements or maintenance at Tenant's reasonable cost and expense, except that in the case of an emergency where Landlord shall have the right (but not the obligation) to perform such emergency repairs, replacements or maintenance at Tenant's reasonable cost and expense without being required to give Tenant prior notice of Landlord's election to do so. If Landlord performs such emergency repairs, replacements or maintenance, Tenant shall reimburse Landlord, within thirty (30) days after Landlord's demand therefor, for the actual reasonable cost and expense incurred or paid by Landlord to perform such repairs, replacements or maintenance.

14.09. No Interference. Tenant covenants and agrees that, (a) the Equipment Uses shall not interfere with, disturb, damage, injure or otherwise adversely affect (i) Landlord or any agent, employee or contractor of Landlord, or any property of Landlord or of any agents, employees or contractors (including, without limitation, any of the Building systems, services or equipment, (ii) the use, operation or occupancy of the Building or any portion thereof, or (iii) the installation, operation, use, maintenance, repair, modification, replacement of and/or addition to, at any time, any item or component of a Building system, services or equipment, and (b) the Equipment Uses shall not cause a health hazard or danger to property. If any Equipment generates noise likely, in Landlord's reasonable judgment, to disturb other tenants or occupants of the Building or persons outside the Building, then Tenant shall install sound attenuated acoustic enclosures reasonably satisfactory to Landlord designed to eliminate such noise or reduce such noise reasonably to reasonably acceptable levels.

14.10. Relocation.

(a) If any Equipment or any of the Equipment Uses violates any of the provisions of this Article or any other provision of this Lease, then Tenant, at its expense, shall take all steps necessary to eliminate such violation, and if Tenant shall fail to eliminate such violation, Tenant, at its sole cost and expense, shall relocate the Generator Equipment (or the applicable portion thereof) to another area on the roof reasonably designated by Landlord. In the event Tenant fails, within thirty (30) days after notice (or, in the case of a failure which cannot with reasonable due diligence be cured within a period of thirty (30) days, if Tenant fails to commence to cure such failure within such thirty (30) day period or fails to diligently and continuously endeavor to cure such failure, within such longer period of time as may be reasonably necessary to prosecute such relocation or removal to completion), to relocate or remove the Equipment in question (or the applicable portion thereof), or if Tenant fails to relocate the item of Equipment in question within the ninety (90) day period set forth in subsection (b) below, Landlord may do so, and Tenant shall, within thirty (30) days after Landlord's demand, reimburse Landlord for all actually reasonable costs and expenses incurred or paid by Landlord in connection therewith.

(b) In addition, Landlord shall have the one-time right during the Term with respect to each item of Equipment, on not less than ninety (90) days prior notice to Tenant (except in the event of an emergency, in which event, depending upon the circumstances, the ninety (90) day notice period shall be reduced to an appropriate time period under the circumstances), to require Tenant to relocate all or portions of the Equipment to another area on the roof reasonably designated by Landlord. Landlord shall reimburse Tenant for the actual reasonable costs and expenses incurred or paid by Tenant in connection therewith, within thirty (30) days after Tenant's demand therefor, except as set forth in subsection (a) above. In connection with any such relocation, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of the Equipment (which may include the use of overtime or premium labor if Tenant so requests such employment of overtime or premium labor, in which event, and provided the employment of overtime or premium labor is reasonably practical and is otherwise reasonable under the circumstances, Landlord shall, at its sole cost and expense, employ overtime or premium labor).

(c) Upon any relocation, the portions of the Building to which the item of Equipment in question has been relocated shall be included in "Equipment Spaces," and the portions of the Building from which the item of Equipment in question has been relocated shall no longer be included in "Equipment Spaces."

14.11. Rights Not Assignable. The rights granted in this Article 14 are given in connection with, and as part of the rights created under, this Lease and are not separately transferable or assignable. Only Tenant and permitted subtenants and occupants of the Premises shall use the Equipment and such use shall be solely in connection with the occupancy of the Premises by Tenant and such permitted subtenants and occupants. Tenant shall not sell any services arising out of the use of the Equipment except to such permitted subtenants and occupants, in which case the revenues derived therefrom shall be included in Other Sublease

Consideration. Tenant is expressly prohibited from licensing or otherwise assigning, in whole or in part, the use of the Equipment or the Equipment Spaces to any other entity, except in connection with an assignment of Tenant's interest in this Lease.

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

LANDLORD:

101 A of A GROUND LESSEE LLC

By: 101 A of A Holdings, LLC, its sole member

By: 101 A of A LLC, its sole member

By: 101 Equities Corp., its managing member

By: _____
Name: Edward J. Minskoff
Title: President

TENANT:

NEW YORK GENOME CENTER, INC.

By:_____
Name: Nancy J. Kelley
Title: Founding Executive Director

Tenant's Federal Tax I.D. No.: 80-0631734

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

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101 A of A GROUND LESSEE LLC

By: 101 A of A Holdings, LLC, its sole member

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By: _____
Name: Edward J. Minskoff
Title: President

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By: _____
Name: Nancy J. Kelley
Title: Founding Executive Director

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