

AGREEMENT OF LEASE

between

FC HANSON OFFICE ASSOCIATES, LLC

AS LANDLORD

- and -

NATIONAL GRID USA SERVICE COMPANY, INC.

AS TENANT

DATED: As of January 14, 2020

The entire 11th and 12th floors

2 Hanson Place  
Brooklyn, New York

## Table of Contents

ARTICLE 1 PREMISES, TERM AND RENT .....	3
ARTICLE 2 USE OF PREMISES .....	4
ARTICLE 3 TAXES AND OPERATING EXPENSES .....	5
ARTICLE 4 ELECTRICITY .....	13
ARTICLE 5 INDEMNITY .....	14
ARTICLE 6 QUIET ENJOYMENT .....	15
ARTICLE 7 ASSIGNMENT, SUBLETTING AND MORTGAGING .....	16
ARTICLE 8 SERVICES .....	22
ARTICLE 9 BROKERAGE .....	25
ARTICLE 10 ACCESS, NAME OF BUILDING AND SIGNAGE .....	25
ARTICLE 11 EXCULPATION .....	28
ARTICLE 12 SUBMISSION TO JURISDICTION .....	28
ARTICLE 13 CONDITION OF PREMISES; LANDLORD’S WORK .....	28
ARTICLE 14 KEY DATES AGREEMENT .....	31
ARTICLE 15 TENANT CHANGES .....	31
ARTICLE 16 LANDLORD’S WORK ALLOWANCE .....	35
ARTICLE 17 INSURANCE .....	37
ARTICLE 18 TENANT’S PROPERTY .....	41
ARTICLE 19 REPAIRS AND MAINTENANCE .....	41
ARTICLE 20 RULES AND REGULATIONS .....	42
ARTICLE 21 COMPLIANCE WITH LAWS; MECHANIC’S LIENS .....	43
ARTICLE 22 ESTOPPEL CERTIFICATE .....	45
ARTICLE 23 HOLDOVER .....	45
ARTICLE 24 CONDITIONS OF LIMITATION .....	46
ARTICLE 25 REENTRY BY LANDLORD .....	49
ARTICLE 26 DAMAGES .....	50
ARTICLE 27 AFFIRMATIVE WAIVERS .....	52
ARTICLE 28 ROOF RIGHTS .....	52
ARTICLE 29 SURRENDER .....	54
ARTICLE 30 CURING TENANT’S DEFAULTS .....	54
ARTICLE 31 DAMAGE OR DESTRUCTION .....	55
ARTICLE 32 EMINENT DOMAIN .....	57
ARTICLE 33 SUBORDINATION AND ATTORNMENT .....	58

ARTICLE 34 NOTICES .....60  
ARTICLE 35 DEFINITIONS .....61  
ARTICLE 36 EXTENSION OF TERM .....63  
ARTICLE 37 EXPANSION OPTION .....66  
ARTICLE 38 CONTRACTION OPTION .....67  
ARTICLE 39 CONDOMINIUM .....69  
ARTICLE 40 AMENITY CENTER.....70  
ARTICLE 41 MISCELLANEOUS PROVISIONS .....70

EXHIBITS

Exhibit A-1	Floor Plan of the 11th Floor Premises
Exhibit A-2	Floor Plan of the 12th Floor Premises
Exhibit B	HVAC Specifications
Exhibit C	Cleaning Specifications
Exhibit D	Landlord's Work
Exhibit E	Approximate Location of Tenant's Signage
Exhibit F	Key Dates Agreement
Exhibit G	Construction Rules and Regulations
Exhibit H	Rules and Regulations
Exhibit I	10th Floor Expansion Space
Exhibit J	Form of Memorandum of Lease
Exhibit K	Required Contractors
Exhibit L	Tenant's Floor Plans

THIS AGREEMENT OF LEASE (this "**Lease**") is made as of January 14, 2020 (the "**Effective Date**"), by and between FC HANSON OFFICE ASSOCIATES, LLC, a New York limited liability company, having an office at c/o Brookfield Properties, 250 Vesey Street, 15th Floor, New York, New York 10281 ("**Landlord**"), and NATIONAL GRID USA SERVICE COMPANY, INC., a Massachusetts corporation, having an office at 40 Sylvan Road, Waltham, Massachusetts 02451 ("**Tenant**").

W I T N E S S E T H :

BASIC LEASE TERMS

In addition to other terms elsewhere defined in this Lease (including, without limitation, Article 35), the following terms whenever used in this Lease shall have the meanings set forth in these Basic Lease Terms.

- Premises: The entire rentable area of (i) the eleventh (11th) floor of the Building, approximately as shown hatched on the floor plan attached hereto as **Exhibit A-1** (the "**11th Floor Premises**"), and (ii) the twelfth (12th) floor of the Building, approximately as shown hatched on the floor plan attached hereto as **Exhibit A-2** (the "**12th Floor Premises**"). Landlord and Tenant conclusively agree that the 11th Floor Premises contains 43,142 rentable square feet ("**RSF**"), the 12th Floor Premises contains 43,111 RSF and, accordingly, the Premises contains 86,253 RSF.
- Building: 2 Hanson Place, Brooklyn, NY
- Condominium: The Atlantic Terminal Condominium
- Unit: That certain condominium unit designated as the Office Unit in that certain Declaration of Condominium Establishing a Plan of Condominium Ownership at Premises Located at 139 Flatbush Avenue, Atlantic Terminal Brooklyn, New York, dated as of February 10, 2003, and recorded in the Office of the City Register of the City of New York as Document No. 2003030900159002 (the "**Declaration**") and the undivided interest in the Common Elements (as defined in the Declaration) appurtenant thereto.
- Commencement Date: The date which is the earlier to occur of (i) the date on which Landlord tenders delivery of vacant possession of the Premises to Tenant in broom clean condition with Landlord's Work Substantially Completed (as such terms are defined in Article 13) and (ii) the date Tenant or anyone claiming by, under or through Tenant first takes possession of all or any portion of the Premises for any purpose.
- Rent Commencement Date: The date which is fourteen (14) months after the Commencement Date.
- Fixed Expiration Date: The last day of the calendar month in which the day immediately preceding the fifteenth (15th) anniversary of the Rent Commencement Date occurs.

Expiration Date: The Fixed Expiration Date (as the same may be extended pursuant to Article 36) or such earlier date upon which this Lease shall be canceled or terminated pursuant to any of the terms, covenants or conditions of this Lease or pursuant to law.

Term: The period commencing on the Commencement Date and ending on the Fixed Expiration Date (as the same may be extended pursuant to Article 36).

Fixed Rent:

- (a) \$5,075,989.05 per annum (\$422,999.09 per month) from the Commencement Date through and including the last day of the month (the "**First Reset Date**") in which occurs the day immediately preceding the fifth (5th) anniversary of the Rent Commencement Date;
- (b) \$5,507,254.05 per annum (\$458,937.84 per month) from the day following the First Reset Date through and including the last day of the month (the "**Second Reset Date**") in which occurs the day immediately preceding the tenth (10th) anniversary of the Rent Commencement Date; and
- (c) \$5,938,519.05 per annum (\$494,876.59 per month) from the day following the Second Reset Date through and including the Fixed Expiration Date.

Tenant's Operating Expense Share: 20.398%.

Base Operating Expense Year: The calendar year commencing on January 1, 2021.

Tenant's Tax Share: 20.398%.

Base Tax Amount: The Taxes, as finally determined, for the Tax Year commencing on July 1, 2020.

Permitted Use: General, administrative and executive offices and such lawful uses as are reasonably ancillary to such office use.

Broker: Cushman & Wakefield, LLC.

Extension Term(s): Three (3) terms of five (5) years each, as set forth in Article 36.

Security Deposit: None.

## ARTICLE 1

### Premises, Term and Rent

1.01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, upon and subject to the terms, covenants and conditions of this Lease, the Premises.

1.02 The rent (“**Rent**”) shall be and consist of:

(i) Fixed Rent at the annual fixed rental rates set forth in the Basic Lease Terms, which shall be payable by Tenant to Landlord without notice or demand therefor in equal monthly installments of Fixed Rent in advance on the first day of each and every calendar month during the Term, except that Tenant shall pay, upon the execution and delivery of this Lease by Tenant, the sum of \$422,999.09, to be applied against the first full monthly installment of Fixed Rent due and payable by Tenant to Landlord pursuant to this Lease; and

(ii) additional rent consisting of all other sums of money as shall become due from and payable by Tenant to Landlord pursuant to this Lease (collectively, “**Additional Rent**”) including, without limitation, any sums which may be payable pursuant to Article 3.

Notwithstanding anything to the contrary contained in this Lease, provided that no Event of Default or Bankruptcy Event has occurred and is continuing, Tenant shall not be obligated to pay Fixed Rent for the period from the Commencement Date through the day immediately preceding the Rent Commencement Date (the “**Fixed Rent Abatement Period**”). Tenant shall continue to pay all Additional Rent applicable during the Fixed Rent Abatement Period. If Tenant cures any such Event of Default and/or Bankruptcy Event which occurs during the Fixed Rent Abatement Period (and Landlord does not exercise any right of Landlord under this Lease to terminate this Lease or dispossess Tenant), then such abatement shall be reinstated and, subject to the terms of this Section, Tenant shall be entitled to receive the full benefit of any such abatement that was remaining upon the occurrence of such Event of Default or Bankruptcy Event (as applicable). The foregoing shall not be deemed or construed to create any obligation of Landlord to accept the cure of any such Event of Default or Bankruptcy Event or otherwise limit any of Landlord’s rights under this Lease following any such Event of Default or Bankruptcy Event.

1.03 Tenant shall pay Rent promptly when due (i) without notice or demand therefor and (ii) without any abatement, deduction or setoff for any reason whatsoever, in each case, except as may be otherwise expressly provided in this Lease, all in lawful money of the United States to Landlord at its office, or such other place, or to Landlord’s agent and at such other place, as Landlord shall designate by notice to Tenant. Rent shall be paid by good and sufficient check (subject to collection) drawn on a United States bank having banking branches in the continental United States or, at Tenant’s option, by wire transfer of immediately available funds pursuant to wire instructions delivered by Landlord to Tenant upon Tenant’s request. In the event of any non-payment of Additional Rent, Landlord shall have all the rights and remedies provided for herein or by law for non-payment of Fixed Rent.

1.04 If the Commencement Date or the Rent Commencement Date, as applicable, shall occur on a day other than the first day of a calendar month, or if Term shall terminate on a day other than the last day of a calendar month, then the Rent for the partial calendar month in which the Commencement Date (or, if applicable, the Rent Commencement Date) or such date of termination, as the case may be, occurs shall be prorated. Fixed Rent for any partial calendar month in which the Commencement Date (or, if applicable, the Rent Commencement Date) occurs shall be paid on the Commencement Date (or, if applicable, the Rent Commencement Date).

1.05 (a) If Landlord shall not have received any installment of Fixed Rent or any amount of Additional Rent within seven (7) days after the same shall have become due and payable, then Tenant shall pay to Landlord a late charge of four (4) cents for each dollar of the amount of such Fixed Rent or Additional Rent as shall not have been received by Landlord when such amount first became due and payable; provided, however, that such late charge shall not apply to the first late payment of any Fixed Rent or Additional Rent occurring in any twelve (12) month period that is paid within ten (10) days after notice of such delinquency.

(b) The provision for such late charge and/or interest shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated.

1.06 If any of Fixed Rent or Additional Rent payable under the terms and provisions of this Lease shall be or become uncollectible, reduced or required to be refunded because of any act or law enacted by a governmental authority, Tenant shall enter into such agreement(s) and take such other steps (without additional expense to Tenant) as Landlord may reasonably request and as may be legally permissible to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal rent restriction may be legally permissible (but not in excess of the amounts reserved therefor under this Lease). Upon the termination of such legal rent restriction, (a) Fixed Rent and/or Additional Rent shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination, and (b) Tenant shall pay to Landlord promptly upon being billed, to the maximum extent legally permissible, an amount equal to (i) Fixed Rent and/or Additional Rent which would have been paid pursuant to this Lease but for such legal rent restriction less (ii) the rents paid by Tenant during the period such legal rent restriction was in effect.

## ARTICLE 2

### Use of Premises

2.01 Tenant shall use and occupy the Premises for the Permitted Use consistent with Comparable Buildings (as such term is defined in Article 35), and for no other use or purpose.

2.02 Tenant shall obtain and maintain all licenses and permits required for the conduct of its business at the Premises, other than the certificate of occupancy for the Unit.

2.03 (a) Tenant shall not at any time use or occupy the Premises, or suffer or permit anyone to use or occupy the Premises, or do anything in the Premises or the Building, or suffer or permit anything to be done in, brought into or kept on the Premises, which in any manner in Landlord's reasonable judgment: (i) violates with the certificate of occupancy for the Premises or for the Unit; (ii) would cause Landlord to be in breach of the Condominium Documents (as such term is defined in Article 39) or any Superior Lease or Mortgage; (iii) causes or is liable to cause injury to the Premises or the Building or any of the Building Systems (as such term is hereinafter defined); (iv) impairs the character, reputation or appearance of the Building as a first-class mixed use office building; (v) impairs the proper and economic maintenance, operation and repair of the Building and/or its equipment, facilities or systems; (vi) unreasonably annoys or inconveniences (beyond a *de minimis* extent) other tenants or occupants of the Building; (vii) constitutes a nuisance, public or private; (viii) makes unobtainable from reputable insurance companies authorized to do business in New York State all-risk property insurance, liability, elevator, boiler or other insurance at standard rates; (ix) discharges objectionable fumes, vapors or odors into the Building's flues or vents or otherwise (beyond a *de minimis* extent); or (x) violates any existing tenant use restrictions.

(b) Tenant shall not use, or suffer or permit anyone to use, the Premises or any part thereof, for (i) a banking, trust company, or safe deposit business, (ii) a savings bank, a savings and



loan association, or a loan company, (iii) the sale of travelers' checks and/or foreign exchange, (iv) a stock brokerage office or for stock brokerage purposes, in each case in the foregoing clauses (i) – (iv) operating an “off the street” business to the general public at the Premises (it being agreed that for the purposes of this Lease, the term off the street means a business whose primary patronage are customers visiting the Premises in person without prior appointment), (v) a restaurant and/or bar and/or the sale of confectionery and/or soda and/or beverages and/or sandwiches and/or ice cream and/or baked goods (it being acknowledged that nothing contained herein shall prohibit Tenant from installing vending machine(s) containing beverages or snacks in the Premises for the exclusive use by Tenant’s employees and permitted invitees, provided the same is not visible from the exterior of the Premises, and provided further that Tenant shall not install more than two (2) vending machines on any floor of the Building on which the Premises are located), (vi) the business of photographic reproductions and/or offset printing (except that Tenant and its permitted assignees, subtenants and occupants may use part of the Premises for photographic reproductions and/or offset printing in connection with, either directly or indirectly, its own business and/or activities), (vii) an employment or travel agency, (viii) a school or classroom (other than classrooms for training Tenant’s employees), (ix) medical or psychiatric offices, (x) conduct of an auction, (xi) gambling activities, (xii) the conduct of obscene, pornographic or similar disreputable activities, (xiii) the operation or management of a business or enterprise (including, without limitation, WeWork, Regus or the like), a purpose of which is to provide to unrelated third-parties by sublease, license or other occupancy arrangement a workplace center, primarily of executive and general office suites, shared or flexible office workplaces (whether in a delineated office suite or a shared work area) or conference rooms to be used in a flexible or shared fashion, an incubator-type office facility or virtual office space, and any purpose which, in Landlord’s reasonable judgment, if of a similar nature, (xiv) 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, provided that Landlord acknowledges that Tenant is required to provide space within the Premises to allow the New York State Public Service Commission to perform periodic audits of its business operations, (xv) any charitable, religious, union or other not-for-profit organization (except that educational, charitable and other not-for-profit uses shall be permitted so long as such uses (x) are lawful and in keeping with the first-class nature of the Building, (y) do not disturb harmony with any other occupant or cause or contribute to any disruption or dispute (including, without limitation, any picketing), and (z) do not result in traffic in the Building in excess of that attendant to general office use), or (xvi) any tax exempt entity within the meaning of Section 168(j)(4)(A) of the Internal Revenue Code of 1986, as amended, or any successor or substitute statute, or rule or regulation applicable thereto (as same may be amended).

2.04 Tenant shall not place a load upon any floor of the Premises which violates applicable law or the certificate of occupancy of the Unit or which exceeds the floor load per square foot which such floor was designed to carry (with respect to each floor of the Premises, 50 pounds/foot). Any business machines and mechanical equipment used by Tenant which cause vibration, noise, cold or heat that may be transmitted to the Building structure or to any leased space to such a degree as to be objectionable to Landlord or to any other tenant in the Building shall be placed and maintained by Tenant at its expense in settings of cork, rubber or spring type mechanism to eliminate vibration and noise, or prevent transmission of such cold or heat.

### ARTICLE 3

#### Taxes and Operating Expenses

3.01 Taxes. (a) Definitions. The terms defined below shall for the purposes of this Lease have the meanings herein specified:

(1) **“Taxes”** shall mean the aggregate amount of (a) all real estate taxes, assessments, payments in lieu of real estate taxes (PILOT), sewer and water rents, rates and charges and any other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may be assessed, levied or imposed upon all or any part of the Unit (including, without limitation, any Impositions (as defined in the Ground Lease)), and any replacements or substitutions therefor, including, without limitation, (1) any tax, excise or fee measured by or payable with respect to any rent, and levied against Landlord and/or the Unit, under the laws of the United States, the State of New York, or any political subdivision thereof, or by the City of New York or any political subdivision thereof, (2) assessments made upon or with respect to any “air rights” and (3) any assessments levied after the date of this Lease for public benefits to all or any part of the Unit or any portion thereof, and (b) any expenses (including the reasonable and actual fees and disbursements of attorneys and other experts and witnesses) incurred in contesting any of the foregoing or the assessed valuation of all or any part of the Unit. If at any time after the date hereof the methods of taxation prevailing at the date hereof shall be altered so that in lieu of or as an addition to or as a substitute for the whole or any part of the taxes, assessments, rents, rates, charges, levies or impositions now assessed, levied or imposed upon all or any part of the Unit, there shall be assessed, levied or imposed (i) a tax, assessment, levy, imposition or charge based on the income or rents received therefrom whether or not wholly or partially as a capital levy or otherwise, or (ii) a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon all or any part of the Unit, or (iii) a license fee measured by the rents, or (iv) any other tax, assessment, levy, imposition, charge or license fee with respect to the Unit, however described or imposed, then all such taxes, assessments, levies, impositions, charges or license fees or the part thereof so measured or based shall be deemed to be Taxes; provided, however, that any tax, assessment, levy, imposition or charge imposed on income from the Unit shall be calculated as if the Unit is the only asset of Landlord. Notwithstanding the foregoing, “Taxes” shall not include any inheritance, estate, succession, transfer, mortgage, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon the net income of Landlord. The benefit of any discount for any early payment or prepayment of Taxes shall accrue solely to the benefit of Landlord and Taxes shall be computed without subtracting such discount. Taxes shall be calculated without taking into account any exemption, abatement or reduction which the Unit or any portion thereof may now or hereafter receive pursuant to any governmental incentive program (including, without limitation, the ICAP), both for the purpose of calculating the Base Tax Amount and for the purpose of determining the Taxes applicable to subsequent Tax Years.

(2) **“Tax Year”** shall mean each period of July 1 through June 30 (or such other period as hereinafter may be adopted by the City of New York as its fiscal year for real estate tax purposes), all or any part of which falls within the Term.

(b) Computations.

(1) **Tenant’s Tax Payment.** For each Tax Year, Tenant shall pay to Landlord an amount (**“Tenant’s Tax Payment”**) equal to Tenant’s Tax Share of the difference between (i) Taxes for such Tax Year, and (ii) the Base Tax Amount.

(2) **Payments of Taxes.** Tenant’s Tax Payment for each Tax Year shall be due and payable in installments in the same manner that installments of Taxes for such Tax Year are due and payable by Landlord to The City of New York or any other taxing authority, but not later than the later of (i) the date which is thirty (30) days after Tenant shall have received a bill or bills from Landlord (**“Tax Bill”**) for any Tenant’s Tax Payment installment(s) payable by Tenant pursuant to this Article, or (ii) the date which is fifteen (15) days prior to the last date (presently July 15<sup>th</sup> for so-called “1<sup>st</sup> half” New York City Taxes and January 15<sup>th</sup> for so-called “2<sup>nd</sup> half” New York City Taxes) upon which the installment in question may be paid to the City of New York or other taxing authority without interest or penalty. Landlord may render bills for 2<sup>nd</sup> half New York City Taxes at the same time that Landlord renders bills

for 1<sup>st</sup> half New York City Taxes. In addition, Landlord may bill Tenant's Tax Payment on an estimated basis, in 12 monthly installments with an annual reconciliation. 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, whether during or after such Tax Year, Tenant's Tax Payment for such Tax Year shall be appropriately adjusted and paid or refunded, as the case may be, in accordance herewith.

(c) Miscellaneous.

(1) Challenges and Refunds. Only Landlord may institute tax reduction or other proceedings to challenge Taxes or to reduce the assessed valuation of the Unit. If subsequent to the date of the Tax Bill for any Tax Year Landlord shall receive a refund of Taxes for that Tax Year, Landlord shall pay to Tenant an amount equal to Tenant's Tax Share of the net reduction in Taxes, but such amount shall not exceed Tenant's Tax Payment theretofore paid for such Tax Year. If the Taxes comprising the Base Tax Amount are reduced as a result of an appropriate proceeding or otherwise, the Taxes as so reduced shall for all purposes be deemed to be the Taxes for the Base Tax Amount and Landlord shall give notice to Tenant of the amount by which Tenant's Tax Payments previously made were less than Tenant's Tax Payments required to be made under this Section 3.01, and Tenant shall pay the amount of the deficiency within twenty (20) days after demand therefor.

(2) Taxes Payable by Tenant. Tenant shall pay to Landlord within thirty (30) days after demand any occupancy tax or rent tax now in effect or hereafter enacted, if payable by Landlord in the first instance or hereafter required to be paid by Landlord, but only to the extent such taxes are not already included as Taxes. Tenant agrees to pay prior to delinquency any and all taxes and assessments now or hereafter separately levied, assessed or imposed upon Tenant by the tax authorities during the Term including, without limitation, upon, against or with respect to (i) any of Tenant's Property (as such term is defined in Article 18) (or the personal property of any Tenant Party), and (ii) any Leasehold Improvements (as such term is defined in Article 35). Should any governmental authority require that a tax, other than the taxes above-mentioned, be paid by Tenant, but collected by Landlord, for and on behalf of said governmental authority, and from time to time forwarded by Landlord to said governmental authority, the same shall be paid by Tenant to Landlord at least fifteen (15) days prior in advance of the date upon which such payment may be paid to the taxing authority without interest or penalty.

(3) Official Tax Bill. With respect to any taxes for which Tenant is responsible under Section 3.01(b) or 3.01(c)(2), the official tax bill or return shall be conclusive evidence of the amount of taxes levied, assessed or imposed, as well as of the items taxed.

(4) Miscellaneous. Landlord's failure to render or delay in rendering an estimated Tax Bill or a Tax Bill with respect to any Tax Year shall not prejudice Landlord's right thereafter to render the same with respect thereto or with respect to any subsequent Tax Year nor shall the rendering of a Tax Bill for any Tax Year prejudice Landlord's right thereafter to render a corrected Tax Bill for such Tax Year. Any Tax Bill sent to Tenant shall be conclusively binding upon Tenant unless, within ninety (90) days after such statement is sent, Tenant shall send to Landlord a written notice of objection thereto, specifying the respects in which the same is claimed to be incorrect. No such notice of objection shall excuse Tenant from its obligation timely to make payment in accordance with such Tax Bill. In no event shall Fixed Rent ever be reduced by operation of this Section 3.01. The rights and obligations of Landlord and Tenant under this Section 3.01 shall survive the Expiration Date. Notwithstanding anything to the contrary contained in this Lease, if Landlord fails to provide a Tax Bill within two (2) years after the Expiration Date (or two (2) years after such later date as the information required to calculate such Tax Bill is reasonably available to Landlord), then Landlord shall be deemed to have waived the payment of any then unpaid Additional Rent which would have been due pursuant to such Tax Bill.

(d) Notwithstanding anything to the contrary contained in this Lease, and in addition to Tenant's Tax Payment and Tenant's Operating Expense Payment, in the event there are any BID Charges (as such term is hereinafter defined), Tenant shall pay to Landlord with respect to each calendar year during Term, an amount (collectively, "**Tenant's BID Payment**") equal to Tenant's BID Share of the BID Charges for such calendar year. Landlord may at any time furnish to Tenant a statement (which shall include invoices or other reasonably detailed evidence of the BID Charges for such calendar year) setting forth Tenant's BID Payment for a specific calendar year, which Tenant shall pay within thirty (30) days after Tenant's receipt of such statement from Landlord. As used herein, the term (i) "**BID Charges**" means the Unit's proportionate share of all current or future charges imposed upon or against the Building and/or the land on which it is located (the "**Land**"), Landlord or the Landlord of the Land and/or Building with respect to any business improvement district; and (ii) "**Tenant's BID Share**" means 20.398%.

### 3.02 Operating Expenses.

(a) **Definitions.** The terms defined below shall for the purposes of this Lease have the meanings herein specified:

(1) (i) "**Operating Expenses**" shall mean (A) all "Common Charges" as defined in the Condominium Documents payable to the Condominium by Landlord in its capacity as the owner of the Unit and (B) the aggregate of all costs, expenses, disbursements and expenditures (and taxes, if any, thereon) paid or incurred by or on behalf of Landlord and Landlord's Affiliates (as such term is defined in Section 7.01(d)) (whether directly or through independent contractors) in respect of the operation, maintenance, repair, replacement, cleaning, security and management of the Unit and the plazas, sidewalks, curbs and areas adjacent thereto, and amenities of the Unit (hereinafter called "**Operation of the Property**"), including, without limitation, the repair and/or replacement of worn-out equipment, facilities and installations (including all equipment necessary for the distribution of electricity throughout the Unit); all utilities used to operate the Unit (including the common areas thereof), except to the extent the same are paid directly to the utility companies by Tenant or reimbursed by Tenant to Landlord; window cleaning, janitorial and exterminating services; trash removal for the Unit; painting of the Unit; building and cleaning materials and supplies for the public or common areas of the Unit; security (including, without limitation, personnel, services and systems), cleaning services, gardening and other landscaping services; insurance policies maintained by Landlord (including rental, liability, fidelity, casualty, plate glass (if any) and terrorism insurance) on or with respect to the Unit (as well as any costs incurred or losses sustained that fall within commercially reasonable deductibles under such policies); uniforms, work clothes and laundering or dry cleaning, as appropriate, and supplies for employees engaged in the Operation of the Property; sales or use taxes on supplies or services; salaries, wages, medical, surgical, insurance (including, without limitation, group life and disability insurance) of employees of Landlord or Landlord's affiliates, union and general welfare benefits, pension benefits, severance and sick day payments, and other fringe benefits of employees at the grade of Building manager or below of Landlord and Landlord's affiliates and their respective contractors engaged in the Operation of the Property; social security, unemployment and other payroll taxes, and the cost of providing disability and workers' compensation coverage imposed by any Legal Requirement, union contract or otherwise with respect to such employees; management fees (provided such fees are commercially reasonable for a Class A office building in the vicinity of the Building); the fair market rental value of Landlord's building office used in connection with the Operation of the Property (provided such office shall not be larger than 2,000 rentable square feet); enforcing any warranties; the charges of any independent contractor who under a contract does any of the work of Operation of the Property; telephone charges for telephone service required for operation of the Unit; accounting fees paid to outside accountants if reasonably required for the preparation of statements of the type to be furnished by Landlord to Tenant under this Lease, and other professional fees and disbursements incurred in connection with the Operation of the Property; and any tools or equipment

purchased for the Unit; and the annual rental and other costs paid pursuant to the leasing of tools and equipment for the Unit.

(ii) Operating Expenses include the cost of all alterations, repairs, replacements and/or improvements made at any time 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, however, that if in accordance with generally accepted accounting principles consistently applied (“**GAAP**”), any of the costs referred to in this clause (ii) are required to be capitalized (any such capitalized cost, a “**Capital Expenditure**” and any such alteration, repair, replacement and/or improvement (and tools and equipment related thereto) with respect to which the applicable Capital Expenditure is paid or incurred, a “**Capital Improvement**”), then such Capital Expenditures shall not be included in Operating Expenses unless they are paid or incurred for a Capital Improvement or Capital Improvements (1) required to comply with any Legal Requirements, (2) required to comply with any Insurance Requirements, (3) intended to reduce Operating Expenses, (4) made in, to or in connection with any emergency, life safety, security or property protection systems, and/or (5) which constitute a replacement of any of the fixtures, facilities, machinery and equipment used in the operation of the Unit, including, without limitation, window washing equipment, snow removal equipment, heating, ventilation and air conditioning (“**HVAC**”) equipment, electrical equipment, sprinkler systems, plumbing systems, elevator equipment and any emergency, life safety, security or property protection systems, to the extent such replacements are, in Landlord’s reasonable judgment, economically prudent to make in lieu of repairs to the replaced item and not made for the purpose of enhancing the value of the Unit (although the fact that the Unit is enhanced shall not preclude inclusion as an Operating Expense); in which event of each of clauses (1) – (5) of this Section 3.02(a)(1)(ii), the Capital Expenditure(s) (and, at Landlord’s option, any other costs included in Operating Expenses), together with interest on such costs at the Interest Rate (or, if financing was obtained for such Capital Improvement, at a rate equal to the financing rate actually paid, provided such financing is on commercially reasonable terms), shall be amortized or depreciated, as the case may be, over the useful life of the Capital Improvement in question, determined in accordance with GAAP; provided, however, that no Capital Expenditures shall be included in the Operating Expenses for the Base Operating Expense Year and provided, further, that with respect to any Capital Improvement intended to reduce Operating Expenses, the amount included in Operating Expenses in any Operating Expense Year until such Capital Improvement has been fully amortized or depreciated, as the case may be, shall be an amount which is the greater of: (x) the amortization or depreciation, as the case may be, of such Capital Improvement which would have been included in Operating Expenses pursuant to the foregoing provisions; or (y) the amount of savings, as reasonably estimated by Landlord, resulting from the installation and operation of such Capital Improvement.

(iii) Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include any of the following items: (1) Capital Expenditures, other than as permitted by Section 3.02(a)(1)(ii); (2) costs incurred in connection with acquisition or sale of “air” or “development” rights; (3) all expenses incurred in connection with procuring tenants including, without limitation, legal fees, accounting fees, brokerage commissions, advertising expenses, rent concessions, tenant improvement allowances and lease buy-out expenses; (4) expenses of relocating or moving any tenant(s) of the Unit; (5) the cost of any work or services performed for any tenant(s) of the Unit (including Tenant), whether at the expense of Landlord or Landlord’s affiliates or such tenant(s), to the extent that such work or services are in excess of the work or services which Landlord or Landlord’s affiliates are required to furnish Tenant under this Lease at no extra cost to Tenant; (6) the cost of any electricity consumed in the Premises or any other space in the Unit demised to tenant(s); (7) Taxes and any items expressly excluded from the definition of Taxes set forth in Section 3.01(a)(1); (8) salaries and fringe benefits for officers, employees and executives above the grade of Building Manager; (9) any cost to the extent Landlord is actually reimbursed therefor through the proceeds of insurance, warranty coverage, condemnation awards or from a tenant (other than pursuant to an escalation provision similar to this Article

3) or otherwise; (10) costs of repairs or replacements incurred by reason of fire or other casualty or condemnation, except that in connection therewith any amount equal to the deductibles under Landlord's insurance policies which are consistent with deductibles customarily carried by owners of Comparable Buildings (or in the event Landlord shall not carry insurance, an amount of deductibles customarily carried by owners of Comparable Buildings) may be included within Operating Expenses; (11) advertising and promotional expenditures; (12) legal, accounting and other professional fees incurred in connection with negotiations or disputes by Landlord, its affiliates or partners with lenders, superior lessors or tenants, or the filing of a petition in bankruptcy by or against Landlord or its affiliates; (13) the cost of any service furnished to tenants of the Unit (including Tenant) to the extent that such cost is separately reimbursed to Landlord (other than pursuant to an escalation provision similar to this Article 3); (14) the cost of works of art of the quality and nature of "fine art" rather than decorative art work customarily found in Comparable Buildings; (15) damages and attorneys' fees and disbursements and any other costs in connection with any proceeding, judgment, settlement or arbitration award due to Landlord's negligence or wrongful acts and fines or penalties due to Landlord's negligence or wrongful acts; (16) costs relating to withdrawal liability or unfunded pension liability under the Multi-Employer Pension Plan Act or similar Legal Requirements; (17) debt service and any ground rent, if any, other than increases therein; (18) Landlord's political, civic or charitable contributions; (19) any costs to the extent specifically and solely attributable to the maintenance or operation of any retail portion of the Building; (20) reserves of any kind, including but not limited to replacement reserves, and reserves for bad debts or lost rent or any similar charge not involving the payment of money to third parties; (21) costs incurred with respect to a sale or transfer or financing of all or any portion of Unit; (22) any interest, fine, penalty, fee or other late charge payable by Landlord as a result of Landlord's delinquent payment, except to the extent incurred by Landlord with respect to a payment, part or all of which was the responsibility of Tenant hereunder and which Tenant did not make in a timely fashion or did not make at all; (23) Landlord's general corporate and general administrative and overhead expenses; (24) costs for the assessment, removal, remediation or abatement of any Hazardous Materials (as such term is hereinafter defined) defined and categorized as Hazardous Materials as of the Effective Date; (25) all costs associated with the operation of the business of the partnership or entity which constitutes Landlord, as the same are distinguished from the costs of operation of the Building; (26) all compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord; and (27) costs incurred to correct violations by Landlord of any Legal Requirements in effect as of the Commencement Date; provided, however, that Operating Expenses shall include (x) the costs of permits and approvals required to comply with Legal Requirements in the ordinary course of the operation or maintenance of the Building and (y) fines and penalties that are reasonably unavoidable in the operation of a first-class mixed use office building including by way of example and not by limitation, sidewalk violations but in no event including fines and penalties incurred in connection with signage violations.

(iv) If during all or part of any Operating Expense Year, including the Base Operating Expense Year, Landlord shall not furnish any particular item(s) of work or service (which would otherwise constitute an Operating Expense hereunder) to the Unit or any portion of thereof due to the fact that (1) less than the entire rentable space of the Unit is occupied or leased, (2) such item(s) of work or service is not required or desired by the tenant of any such portion, (3) any tenant is itself obtaining and providing such item of work or service, or (4) any other reason, then, for purposes of computing Operating Expenses for such Operating Expense Year, the amount included in Operating Expenses for such item(s) for such period shall be deemed to be increased to reflect the Operating Expenses that would have been payable had the Unit been one hundred percent (100%) occupied for the entire Operating Expense Year.

(v) Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall include all Common Charges applicable to the Unit (including, without limitation, all Capital Expenditures included therein).

(2) “**Operating Expense Year**” shall mean any calendar year (or a portion thereof) subsequent to the Base Operating Expense Year all or any part of which shall fall within the Term hereof.

(b) Computations.

(1) Tenant’s Operating Expense Payment. For every Operating Expense Year, Tenant shall pay to Landlord an amount (“**Tenant’s Operating Expense Payment**”) equal to Tenant’s Operating Expense Share of the excess of Operating Expenses for such Operating Expense Year over Operating Expenses for the Base Operating Expense Year.

(2) Estimated Operating Expense Statement. At any time before or after the commencement of any Operating Expense Year, Landlord may render to Tenant a statement of Landlord’s estimate of Tenant’s Operating Expense Payment for such Operating Expense Year (“**Estimated Operating Expense Statement**”) and the amount shown thereon (the “**Tenant’s Estimated Operating Expense Payment**”) shall be payable by Tenant to Landlord in twelve equal monthly installments on the first day of each month during the Operating Expense Year. If, however, Landlord shall furnish such Estimated Operating Expense Statement for any Operating Expense Year subsequent to the commencement thereof, then (a) until the first day of the month following the month in which such Estimated Operating Expense Statement 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 3.02 in respect of the last month of the preceding Operating Expense Year, (b) promptly after such Estimated Operating Expense Statement is furnished to Tenant or together therewith, Landlord shall give notice to Tenant stating whether the installments of Tenant’s Estimated Operating Expense Payment previously made for such Operating Expense Year pursuant to clause (a) of this sentence were greater or less than the installments of Tenant’s Estimated Operating Expense Payment to be made for such Operating Expense Year in accordance with such Estimated Operating Expense Statement, and (i) if there shall be a deficiency, Tenant shall pay the amount thereof within thirty (30) days after demand therefor, or (ii) if there shall have been an overpayment, Landlord shall credit the amount thereof against subsequent payments under this Section 3.02, and (c) on the first day of the month following the month in which such Estimated Operating Expense Statement is furnished to Tenant, and monthly thereafter throughout the remainder of such Operating Expense Year, Tenant shall pay to Landlord an amount equal to one-twelfth of Tenant’s Estimated Operating Expense Payment shown on such Estimated Operating Expense Statement. Landlord may, from time to time, furnish to Tenant a revised Estimated Operating Expense Statement for such Operating Expense Year and, in such case, Tenant’s payments under this Section on account of such Operating Expense Year shall be adjusted and paid or credited, as the case may be, substantially in the same manner as provided in the immediately preceding sentence.

(3) Operating Expense Statement. After the end of each Operating Expense Year, Landlord shall issue an annual statement of Operating Expenses for such Operating Expense Year (and shall endeavor to do so within one hundred eighty (180) days after the end of each Operating Expense Year), including a computation of Tenant’s Operating Expense Payment for such Operating Expense Year (an “**Operating Expense Statement**”). If Tenant’s payments under Section 3.02(b)(2) above on account of Tenant’s Estimated Operating Expense Payment shall have been less than Tenant’s Operating Expense Payment as shown on such Operating Expense Statement, the deficiency shall be payable by Tenant to Landlord within fifteen (15) days after receipt of such Operating Expense Statement. If Tenant’s payments under Section 3.02(b)(2) above on account of Tenant’s Estimated Operating Expense Payment shall have been more than Tenant’s Operating Expense Payment as shown on such Operating Expense Statement, the excess shall be paid by Landlord to Tenant within thirty (30) days following the issuance of such Operating Expense Statement.

(c) (i) Provided that no Event of Default or Bankruptcy Event has occurred and is continuing, Tenant, upon reasonable notice given within one hundred twenty (120) days of the receipt of an Operating Expense Statement, may, at Tenant's sole cost and expense, elect to have Tenant's designated (in such notice) Examiner (as such term is hereinafter defined), which Examiner is not being compensated by Tenant, in whole or in part, on a contingency basis, examine such of Landlord's books and records (collectively, "**Records**") as are directly relevant to the Operating Expense Statement in question, together with reasonable supporting data therefor. Such Records shall be made available at the Property, unless such books and records are regularly kept in Cleveland, Ohio, in which case they will be made available for Tenant's inspection in Cleveland, Ohio and/or electronically. As used in this Section 3.02(c)(i), the term "**Examiner**" shall mean either (x) an independent certified public accounting firm, (y) an employee of Tenant who is either a certified public accountant or an accountant who is familiar with the analysis of operating expenses with respect to Comparable Buildings or (z) a lease auditing firm that is familiar with the analysis of operating expenses with respect to Comparable Buildings. In making such examination, Tenant agrees, and shall cause its designated Examiner to agree, to keep confidential (i) any and all information contained in such Records and (ii) the circumstances and details pertaining to such examination and any dispute or settlement between Landlord and Tenant arising out of such examination, except as may be required (A) by applicable Legal Requirements or (B) by a court of competent jurisdiction or arbitrator or in connection with any action or proceeding before a court of competent jurisdiction or arbitrator, or (C) to Tenant's attorneys, accountants and other professionals in connection with any dispute between Landlord and Tenant; and Tenant will confirm and cause its Examiner to confirm such agreement in a separate written agreement, if requested by Landlord. If Tenant shall not give such notice within such one hundred twenty (120) day period, then the Operating Expense Statement as furnished by Landlord shall be conclusive and binding upon Tenant. No such notice of objection shall excuse Tenant from its obligation timely to make payment in accordance with such Operating Expense Statement.

(ii) In the event that Tenant, after having reasonable opportunity to examine the Records (but in no event more than one hundred twenty (120) days from the date on which the Records are made available to Tenant), shall disagree with the applicable Operating Expense Statement, then Tenant may send a written notice ("**Tenant's Statement**") to Landlord of such disagreement, specifying in reasonable detail the basis for Tenant's disagreement and the amount of Tenant's Operating Expense Payment Tenant claims is due. If Tenant fails to send Tenant's Statement to Landlord within such one hundred twenty (120) day period, then Tenant shall be deemed to have withdrawn the notice referred to in Section 3.02(c)(i) above and the Operating Expense Statement shall be conclusive and binding upon Tenant. Landlord and Tenant shall attempt to adjust such disagreement. If they are unable to do so within thirty (30) days of Landlord's receipt of Tenant's Statement, and provided that the amount of Tenant's Operating Expense Payment Tenant claims is due is substantially different from the amount of Tenant's Operating Expense Payment Landlord claims is due (meaning a variance of five percent (5%) or more), Landlord and Tenant shall mutually designate a certified public accountant (the "**Arbiter**") whose determination made in accordance with this Section 3.02(c)(ii) shall be binding upon the parties; it being understood that if the amount of Tenant's Operating Expense Payment Tenant claims is due is not substantially different from the amount of Tenant's Operating Expense Payment Landlord claims is due, then Tenant shall have no right to protest such amount and shall pay the amount that Landlord claims is due to the extent not theretofore paid. If the determination of the Arbiter shall substantially confirm the determination of Landlord (meaning a variance of five percent (5%) or less), then Tenant shall pay the cost of the Arbiter. If the Arbiter shall substantially confirm the determination of Tenant (meaning a variance of more than five percent (5%)), then Landlord shall pay the cost of the Arbiter. In all other events, the cost of the Arbiter shall be borne equally by Landlord and Tenant. The Arbiter shall be a member of an independent certified public accounting firm having at least three (3) accounting professionals and having at least five (5) years of experience in commercial real estate accounting. In the event that Landlord and Tenant shall be unable to agree upon the designation of the Arbiter within thirty (30) days after receipt of notice from the other party requesting agreement as to the designation of the Arbiter, which notice shall



contain the names and addresses of two or more certified public accountants who are acceptable to the party sending such notice (any one of whom, if acceptable to the party receiving such notice as shall be evidenced by notice given by the receiving party to the other party within such thirty (30) day period, shall be the agreed upon Arbiter), then either party shall have the right to request the American Arbitration Association (the “AAA”) (or any organization which is the successor thereto) to designate as the Arbiter a certified public accountant whose determination made in accordance with this Section 3.02(c)(ii) shall be conclusive and binding upon the parties, and the cost charged by the AAA (or any organization which is the successor thereto), for designating such Arbiter, shall be shared equally by Landlord and Tenant. Landlord and Tenant hereby agree that any determination made by an Arbiter designated pursuant to this Section 3.02(c)(ii) shall not exceed the amount(s) as determined to be due in the first instance by the Operating Expense Statement, nor shall such determination be less than the amount(s) claimed to be due by Tenant in Tenant’s Statement, and that any determination which does not comply with the foregoing shall be null and void and not binding on the parties. In rendering such determination such Arbiter shall not add to, subtract from or otherwise modify the provisions of this Lease, including the immediately preceding sentence. Notwithstanding the foregoing provisions of this Section, Tenant, pending the resolution of any contest pursuant to the terms hereof, shall continue to pay all sums as determined to be due in the first instance by such Operating Expense Statement and upon the resolution of such contest, suitable adjustment shall be made in accordance therewith with appropriate refund to be made by Landlord to Tenant (or credit allowed Tenant against Fixed Rent and Additional Rent becoming due) if required thereby.

(d) Miscellaneous. Landlord’s failure to render or delay in rendering an Estimated Operating Expense Statement or an Operating Expense Statement with respect to any Operating Expense Year shall not prejudice Landlord’s right thereafter to render the same with respect thereto or with respect to any subsequent Operating Expense Year nor shall the rendering of an Operating Expense Statement for any Operating Expense Year prejudice Landlord’s right thereafter to render a corrected Operating Expense Statement for such Operating Expense Year. The rights and obligations of Landlord and Tenant under this Section 3.02 shall survive the Expiration Date. Notwithstanding anything to the contrary contained in this Lease, if Landlord fails to provide an Operating Expense Statement within two (2) years after the Expiration Date (or two (2) years after such later date as the information required to calculate such Operating Expense Statement is reasonably available to Landlord), then Landlord shall be deemed to have waived the payment of any then unpaid Additional Rent which would have been due pursuant to such Operating Expense Statement.

3.03 In any case provided in this Article 3 in which Tenant is entitled to a refund, Landlord may, in lieu of allowing such refund, credit against the next due installments of Fixed Rent and/or Additional Rent any amounts to which Tenant shall be entitled. Nothing in this Article 3 shall be construed so as to result in a decrease in Fixed Rent hereunder. If this Lease shall expire before any such credit shall have been fully applied, then (provided Tenant is not in default hereunder beyond any applicable notice and cure periods) Landlord shall refund to Tenant the unapplied balance of such credit.

## ARTICLE 4

### Electricity

4.01 (a) Subject to the provisions of this Article 4, Landlord shall furnish electricity to the Premises. Landlord shall furnish and install, at Landlord's cost, a submeter for the Premises to measure the electricity so furnished. Tenant shall pay Landlord for such electricity at low tension Con Edison Service Class-9 rates, when billed by Landlord from time to time (but no more frequently than monthly), which shall be the sum of: (i) one hundred and three percent (103%) of the amount computed by applying Tenant's kw and kwh (on and off-peak, if applicable) to the Electric Rates (as defined below) paid by Landlord, plus (ii) any taxes or other charges incurred or payable in connection therewith, plus (iii) if

Landlord shall engage a third-party meter company, such third-party meter company's reasonable and actual charges. If any tax is or shall be imposed upon Landlord's receipts from the sale or resale of electricity, the share of such tax allocable to the electricity furnished to the Premises shall be passed on to and paid by Tenant if and to the extent permitted by Legal Requirements. Each amount due under any provision of this Article 4 shall be due thirty (30) days after Tenant's receipt of a bill therefor, which shall be reasonably detailed to enable Tenant to analyze the same.

(b) The term “Electric Rates” shall be deemed to mean the actual rates at which Landlord purchases electrical energy from the public utility, alternative service provider, or any other Person supplying electrical service to the Unit, including any discounts, surcharges or other charges incurred, or utility taxes or sales taxes or other taxes payable by or imposed upon Landlord in connection therewith, or increase thereof by reason of fuel adjustment or any substitutions of such Electrical Rates. Landlord and Tenant acknowledge that they understand that the electric rates, charges, taxes and other costs may be changed by virtue of peak demand, time of day rates, or other methods of billing, and that the foregoing reference to changes in methods or rules of billing is intended to include any such change.

4.02 Tenant covenants and agrees that at all times its installations and use of electricity shall never exceed a demand load of six (6) watts per usable square foot (excluding the electricity required to operate the base Building HVAC (including Landlord’s air handler unit) and other Building Systems). Notwithstanding anything to the contrary contained in this Lease, Tenant shall pay its proportionate share of all costs, expenses, fines, penalties or similar charges payable by Landlord under or to comply with Legal Requirements relating to carbon emissions (including, without limitation, Local Law 97) and attributable to the Building.

4.03 Landlord reserves the right to discontinue furnishing electricity to Tenant in the Premises on not less than ninety (90) days’ notice to Tenant if Landlord is required to do so by Legal Requirements or by the public utility or other company providing such service. If Landlord is so compelled to discontinue furnishing electricity to Tenant, (i) this Lease shall continue in full force and effect and shall be unaffected thereby, except only that from and after the effective date of such discontinuance, Landlord shall not be obligated to furnish electricity to Tenant and (ii) Tenant shall diligently arrange to obtain electricity directly from the public utility or other company servicing the Unit.

4.04 Except as expressly provided in this Lease, Landlord shall have no liability to Tenant for any loss, damage or expense which Tenant may sustain or incur if (i) the supply of electric energy to the Premises is interrupted, or (ii) the quantity or character of electric service is changed or is no longer available or suitable for Tenant’s requirements, except as otherwise expressly provided in Section 41.14(b).

## ARTICLE 5

### Indemnity

5.01 Tenant shall not do or permit any act or thing to be done upon the Premises which may subject Landlord to any liability or responsibility for injury or damage to persons or property or to any liability by reason of any violation of any Legal Requirement, but shall exercise such control over the Premises as to fully protect Landlord against the same.

5.02 Subject to Section 17.06(a), Tenant shall indemnify and hold harmless Landlord, all other Landlord Parties and all parties listed in Section 17.04 hereof from and against any and all claims arising from or in connection with (a) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created (other than by Landlord, its agents, or employees) in or about the Premises during the Term of this Lease or during the period of time, if any, prior

to the Commencement Date that Tenant may have been given access to the Premises; (b) any negligent or allegedly negligent act or omission of Tenant or any of its subtenants or licensees or its or their members, partners, directors, principals, shareholders, officers, agents, employees or contractors; (c) any accident, injury or damage whatsoever (except to the extent caused by Landlord's negligence or the negligence of Landlord's agents, employees, or contractors) occurring in, at or upon the Premises; and (d) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all reasonable costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorneys' fees and expenses. In case any action or proceeding shall be brought against any of the Landlord Parties by reason of any such claim, Tenant, upon notice from Landlord or such other Landlord Party, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Landlord or such other Landlord Party). Except as set forth in Article 23 and except in connection with any third party claims against which Tenant has indemnified Landlord or another Landlord Party hereunder, in no event shall Tenant be liable for any consequential damages resulting from any breach by Tenant of any of the terms, covenants or conditions of this Lease.

5.03 (a) Subject to Section 17.06(a), Landlord shall indemnify and hold harmless Tenant and its members, partners, directors, officers, principals, shareholders, agents and employees (herein called, individually, a "**Tenant Indemnified Party**") from and against any and all claims by any person other than a Tenant Indemnified Party, resulting from any negligent act or omission of Landlord or its officers, agents, employees or contractors in the common areas of the Unit, together with all reasonable costs and expenses incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorneys' fees and disbursements; provided, however, that the foregoing indemnity shall not apply to the extent such claim results from the negligence or willful misconduct of Tenant or any other Tenant Indemnified Party.

(b) If any claim, action or proceeding is brought against any Tenant Indemnified Party for a matter covered by any applicable indemnity by Landlord set forth in this Lease, Tenant shall promptly notify Landlord and (i) Landlord, upon notice from the Tenant Indemnified Party, shall defend such claim, action or proceeding (by counsel reasonably satisfactory to Tenant or such other Tenant Party (it being agreed by Tenant that counsel chosen by Landlord's insurance company shall be deemed satisfactory to Tenant)), (ii) Tenant shall reasonably cooperate (and shall cause the Tenant Indemnified Party to reasonably cooperate) in the defense of such claim, action or proceeding, (iii) Tenant or such other Tenant Indemnified Party shall not settle such claim without the prior written consent of Landlord (unless such settlement would relieve Tenant and such other Tenant Indemnified Party of all liability for which Landlord may be liable hereunder and Landlord shall have no liability for such settlement) and (iv) Landlord shall have the right to settle such claim without the consent of Tenant only if Tenant and each Tenant Indemnified Party and their respective insurance carriers would be relieved of all liability in connection therewith. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord be liable to Tenant or any other Tenant Indemnified Party for any consequential damages.

## ARTICLE 6

### Quiet Enjoyment

So long as no Event of Default or Bankruptcy Event shall have occurred and be continuing hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection or molestation by Landlord or any other person lawfully claiming through or under Landlord, subject, nevertheless, to the provisions of this Lease and to Superior Leases and Mortgages. This covenant

shall be construed as a covenant running with the Unit, and is not, nor shall it be construed as, a personal covenant of Landlord.

## ARTICLE 7

### Assignment, Subletting and Mortgaging

7.01 (a) Except as expressly provided in this Article 7, Tenant shall not, whether voluntarily, involuntarily, or by operation of law or otherwise (i) assign in whole or in part or otherwise transfer in whole or in part this Lease or the Term and estate hereby granted, without the prior written consent of Landlord in each instance, (ii) sublet the Premises or any part thereof, without the prior written consent of Landlord in each instance, (iii) mortgage, pledge, encumber or otherwise hypothecate this Lease or the Premises or any part thereof in any manner whatsoever, (iv) permit the Premises or any part thereof to be occupied, or used for desk space, mailing privileges or otherwise, by any person other than Tenant, without the prior written consent of Landlord in each instance as set forth in this Article 7, or (v) advertise or list with a broker, agent or otherwise, or publicize in any way the availability of, the Premises at a rental rate less than the rental rate at which Landlord is then offering to Lease comparable space in the Building.

(b) For purposes of this Article 7 (but subject to Section 7.02(a)), (i) the direct or indirect transfer of control of Tenant, Guarantor (if any) or any subtenant (however accomplished, including, by way of example only, 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 and/or its parent, transfer of stock, issuance of additional stock, redemption of stock, stock voting agreement, or change in classes of stock and including, without limitation, and by way of example only, the transfer of a majority of the outstanding capital stock of a company, which company owns one hundred percent (100%) of a second tier company, which in turn owns fifty one percent (51%) of the outstanding capital stock of a corporate tenant under this Lease) shall be deemed an assignment of this Lease or such sublease, as the case may be, 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, except that the transfer of stock of Tenant or any Guarantor or subtenant by persons or parties through the “over the counter market” or through any recognized securities exchange or pursuant to an initial public offering (other than those deemed “insiders” within the meaning of the Securities Exchange Act of 1934, as amended) shall not be deemed an assignment of this Lease, (ii) a “take-over agreement” pursuant to which one or more persons shall agree to assume the obligations of Tenant hereunder in consideration of Tenant leasing space in another building shall be deemed an assignment of this Lease, (iii) any person or legal representative of Tenant, to whom Tenant’s interest under this Lease passes by operation of law or otherwise, shall be bound by the provisions of this Article 7, and (iv) a modification or amendment of a sublease previously consented to by Landlord that extends the term of the sublease, reduces the rent payable thereunder or adds additional space (other than pursuant to a provision contained in such sublease) shall be deemed a new sublease. Tenant agrees to furnish to Landlord, within ten (10) Business Days after demand, any such information and assurances as Landlord may reasonably request that neither Tenant, nor any subtenant, is in violation of the provisions of this Section 7.01(b).

(c) For purposes of this Article 7, the term “**control**” shall mean either (1) ownership of more than fifty percent (50%) of the issued and outstanding capital stock of any corporate entity or more than fifty percent (50%) of the legal and equitable interest in any other business entity or (2) the possession of the power, directly or indirectly, to direct or cause the direction of management and policy of such corporation, partnership or other business entity, whether through the ownership of voting securities, common directors or officers, the contractual right to manage the business affairs of any such corporation, partnership or business entity or otherwise. For the purposes of this Section, stock ownership

shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1986, as the same existed on October 22, 1986.

(d) For purposes of this Lease, the term “**Affiliate**”, when used with respect to any entity, shall mean an entity that, directly or indirectly, controls, is controlled by or is under common control with such entity.

7.02 (a) Notwithstanding anything to the contrary contained in this Lease, the provisions of clause (i) of Section 7.01(b) shall not apply (and the consent of Landlord shall not be required) if (i) the applicable transfer of control is for an independent valid business purpose not primarily designed to effectuate an assignment of this Lease or to avoid any obligations under this Lease, (ii) immediately after giving effect to such transfer of control, Tenant shall continue to have an aggregate net worth computed in accordance with GAAP at least equal to forty (40) times the annual Fixed Rent then payable under this Lease (the “**Net Worth Test**”), and (iii) Tenant provides Landlord with written notice of such transfer of control not less than ten (10) Business Days before the effective date thereof, which notice shall describe the transaction in reasonable detail and include such financial information as reasonably required in order to prove that such Net Worth Test shall be satisfied (such notice, including such deliveries, a “**Transfer of Control Notice**”). Notwithstanding the foregoing, if Tenant is prohibited by applicable Legal Requirements from giving Landlord a Transfer of Control Notice prior to the effective date of the applicable transfer of control, then Tenant shall give such notice to Landlord within five (5) Business Days after the effective date of such transfer of control.

(b) Notwithstanding anything to the contrary contained in this Lease, Tenant may, without the consent of Landlord, assign this Lease to an entity (a “**Successor Entity**”) (x) created by merger or consolidation with Tenant, or (y) acquiring all or substantially all of Tenant’s assets; provided, however, that in each case (i) the applicable transaction is for an independent valid business purpose not primarily designed to effectuate an assignment of this Lease or to avoid any obligations under this Lease, (ii) immediately after giving effect to such transaction, the applicable Successor Entity shall satisfy the Net Worth Test, and (iii) Tenant provides Landlord with written notice of such transaction not less than ten (10) Business Days before the effective date thereof, which notice shall describe the transaction in reasonable detail and include (1) such financial information as reasonably required in order to prove that such Net Worth Test shall be satisfied, and (2) a duly executed instrument of assignment and assumption in form and substance reasonably satisfactory to Landlord, whereby Tenant assigns to the Successor Entity all of Tenant’s right, title and interest in and to this Lease and the Successor Entity assumes all of Tenant’s obligations under this Lease (such notice, including such deliveries, a “**Successor Entity Transfer Notice**”). Notwithstanding the foregoing, if Tenant is prohibited by applicable Legal Requirements from giving Landlord a Successor Entity Transfer Notice prior to the effective date of the applicable transaction, then Tenant shall give such notice to Landlord within ten (10) Business Days after the effective date of such transaction.

(c) Notwithstanding anything to the contrary contained in this Lease, Tenant may, without the consent of Landlord, assign this Lease or sublease all or any portion of the Premises to an Affiliate of Tenant; provided, however, that (i) the applicable transaction is for an independent valid business purpose not primarily designed to effectuate an assignment of this Lease or to avoid any obligations under this Lease, and (ii) Tenant provides Landlord with written notice of such transaction not less than ten (10) Business Days before the effective date thereof, which notice shall (1) describe the transaction in reasonable detail, and (2) include, if an assignment, a duly executed instrument of assignment and assumption in form and substance reasonably satisfactory to Landlord, whereby Tenant assigns to such Affiliate all of Tenant’s right, title and interest in and to this Lease and such Affiliate assumes all of Tenant’s obligations under this Lease or, if a sublease, a duly executed sublease between Tenant and such Affiliate in form and substance reasonably satisfactory to Landlord, and (iii) if at any time thereafter the assignee or

sublessee shall cease to be an Affiliate of Tenant, then Tenant shall be required to obtain Landlord's consent to the continuation of such assignment or subletting as provided herein (which consent shall be granted or withheld by Landlord subject to and in accordance with the terms of this Article 7). Notwithstanding anything to the contrary contained in this Lease, an Affiliate of Tenant may use and occupy all or a portion of the Premises without entering into a sublease with Tenant and, in any such event, shall be deemed to be a corporate division or department of Tenant and not a separate entity (provided that if at any time thereafter such Affiliate shall cease to be an Affiliate of Tenant, then Tenant shall be required to obtain Landlord's consent to the continuation of such use and occupancy as provided herein (which consent shall be granted or withheld by Landlord subject to and in accordance with the terms of this Article 7).

(d) For purposes of this Lease, the term "**Permitted Transfer**" shall mean any transaction permitted without Landlord's consent pursuant to this Section 7.02.

7.03 If this Lease shall be assigned, whether or not in violation of the provisions of this Lease, Landlord may collect rent from the assignee. If the Premises or any part thereof are sublet or used or occupied by anyone other than Tenant, whether or not in violation of this Lease, Landlord may, after default by Tenant, collect Rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any provisions of Section 7.01, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the performance by Tenant of Tenant's obligations under this Lease. The consent by Landlord to a particular assignment, subletting or use or occupancy by others shall not in any way be considered as a consent by Landlord to any other or further assignment, or subletting or use or occupancy by others. Reference in this Lease to use or occupancy by others (that is, anyone other than Tenant) shall not be construed as limited to subtenants but shall also include licensees and other claiming under or through Tenant, immediately or remotely.

7.04 If Tenant shall, at any time or from time to time, during the Term desire to assign this Lease or sublet all or part of the Premises to any entity that is not an Affiliate or that is not otherwise a Permitted Transfer, Tenant shall give notice thereof to Landlord ("**Tenant's Notice**"), which notice shall be accompanied by (a) a fully executed duplicate original of the proposed assignment or sublease, the effective date or commencement date of which shall be not less than thirty (30) nor more than one hundred and eighty (180) days after the giving of such notice, (b) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises, (c) current financial information with respect to the proposed assignee or subtenant including, without limitation, its most recent audited financial report, (d) in the case of a sublease of less than the entire Premises, an accurate floor plan clearly indicating the specific portion of the Premises to be subleased and all means of ingress and egress to such portion of the Premises to be subleased and to the remainder of the Premises and (e) any additional information Landlord shall reasonably request. Except for any Permitted Transfer, Tenant's Notice shall be deemed an irrevocable offer from Tenant to Landlord whereby Landlord may exercise any one of the following options (collectively, "**Landlord's Recapture Options**") upon, and subject to, the terms and conditions hereinafter set forth: (a) terminate this Lease (if the proposed transaction is an assignment or a sublease of all or substantially all of the Premises or a sublease of a portion of the Premises which, when aggregated with other subleases then in effect, covers all or substantially all of the Premises); or (b) terminate this Lease with respect to the space covered by the proposed sublease (if the proposed sublease is a sublease of part of the Premises). Landlord may exercise any applicable Landlord's Recapture Option by notice given to Tenant within thirty (30) days after Tenant's Notice has been given by Tenant to Landlord and Landlord shall have received all other information required to be furnished to Landlord by Tenant pursuant to the provisions of this Section 7.04 (and during such thirty (30) day period Tenant shall not assign this Lease or sublet such space to any person).

7.05 [Intentionally Omitted]

7.06 If Landlord exercises Landlord's Recapture Option to terminate this Lease in its entirety, then this Lease shall end and expire on the date that such assignment or sublease was to be effective or commence, as the case may be, or a date designated by Landlord which shall not be more than ninety (90) days after the date of Landlord's notice under Section 7.04, and the Rent shall be paid and apportioned to such date. Landlord shall be free to and shall have no liability to Tenant if Landlord should thereafter lease the Premises (or any part thereof) to Tenant's prospective assignee, subtenant or occupant or to any other person.

7.07 If Landlord exercises Landlord's Recapture Option to terminate this Lease as to the space proposed to be sublet, (1) Landlord, at Landlord's expense (unless Tenant's Notice specifies that Tenant, as sublandlord, shall pay for such cost, in which case Tenant shall be responsible therefor), shall (a) erect all partitions required to separate such space from the remainder of the Premises and (b) install all corridors and doors required for independent access from such space to the elevators, lavatories and stairwells on the floor, and (c) install all equipment and facilities (including, without limitation, men's and women's toilets) required to comply with any Legal Requirements or Insurance Requirements relating to such separation and to enable Landlord to maintain and service such space and permit such space to be used as an independent unit, and (2) this Lease shall be deemed modified to eliminate such space from the Premises for the balance of the Term commencing, at Landlord's option, on (a) the commencement date set forth in Tenant's Notice, or (b) a date designated by Landlord which shall not be less than thirty (30) days after the date of Landlord's notice under Section 7.04 and, for such period, to reduce the Rent payable hereunder on a pro rata basis and to proportionately reduce Tenant's Tax Share and Tenant's Operating Expense Share.

7.08 In the event Landlord does not exercise any Landlord's Recapture Option or in the event Tenant's Notice relates to a transaction with respect to which under Section 7.04 Landlord has no Landlord's Recapture Option, and provided in either case that (i) Tenant is not in default after notice and the expiration of applicable cure periods, if any, of any Tenant's obligations under this Lease as of the date of Tenant's Notice, as of the date of Landlord's consent and as of the effective date of the proposed assignment or commencement date of the proposed sublease and (ii) Tenant shall have complied with the provisions of Section 7.04, Landlord's consent to the proposed assignment or sublease shall not be unreasonably withheld or delayed, and shall be given within thirty (30) days after Landlord's receipt of Tenant's Notice, provided, however, that:

- (a) Tenant shall have complied with the provisions of this Article 7;
- (b) in Landlord's reasonable judgment the proposed assignee or subtenant is engaged in a business or activity, and the Premises, or the relevant part thereof, will be used in a manner, which (i) is in keeping with the then standards of the Building, (ii) is limited to the use of the Premises specifically permitted by this Lease and (iii) does not violate any of the restrictions set forth in Article 2 (including, without limitation, Section 2.03);
- (c) the proposed assignee or subtenant is a reputable person or entity of good character and with sufficient net worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof;
- (d) the form of the proposed sublease or assignment is reasonably satisfactory to Landlord and complies with the applicable provisions of this Article 7;
- (e) there shall not be more than two (2) subtenants or occupants (including Tenant) per floor of the Premises;

(f) in the case of a sublease, the term thereof shall expire no later than the day preceding the Fixed Expiration Date, as same may be extended;

(g) the proposed subtenant or assignee (i) shall not be a foreign, United States, state, municipal or other governmental or quasi-government body, agency or department or any authority or other entity which is affiliated therewith or controlled thereby nor otherwise be entitled, directly or indirectly, to diplomatic or sovereign immunity and (ii) shall be subject to the service of process in, and the jurisdiction of the courts of, the State of New York;

(h) neither the proposed assignee or sublessee nor any Affiliate of the proposed assignee or sublessee is (i) an occupant of the Building or (ii) a Person who dealt with Landlord or Landlord's agent (directly or through a broker) with respect to space in the Building during the six (6) months immediately preceding Tenant's request for Landlord's consent; provided, however, that, in either case, Landlord then has, or will within the next six (6) month period have, space comparable in size available in the Building;

(i) Landlord's consent to any assignment or sublease shall be set forth in an instrument prepared by Landlord in form reasonably satisfactory to Landlord; in the case of any assignment, such instrument shall include an assumption by the proposed assignee of the obligations of Tenant hereunder. Landlord's consent shall not be effective until such instrument is executed and delivered by Landlord, Tenant and the proposed assignee or subtenant;

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

(k) Tenant shall not have (i) advertised the availability of the Premises without prior notice to and approval by Landlord (not to be unreasonably withheld, conditioned or delayed), nor shall any advertisement state the name (as distinguished from the address) of the Unit or Building or the proposed rental, or (ii) listed the Premises for subletting, whether through a broker, agent, representative, or otherwise, in either case, at a rental rate less than Fixed Rent and Additional Rent at which Landlord is then offering to lease other space in the Building.

If Landlord fails to respond to Tenant's Notice within such thirty (30) day period, then, provided Tenant gives Landlord a second notice enclosing Tenant's original request and stating in bold capital letters: "**IF LANDLORD FAILS TO RESPOND TO THIS REQUEST FOR CONSENT TO ASSIGNMENT [OR SUBLEASE] WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THIS NOTICE, THEN, SUBJECT TO THE OTHER PROVISIONS OF THE LEASE, LANDLORD'S CONSENT TO SUCH ASSIGNMENT [OR SUBLEASE] SHALL BE DEEMED GRANTED IN ACCORDANCE WITH SECTION 7.08 OF THE LEASE**", and Landlord fails to respond to such notice within seven (7) days after receipt thereof by Landlord, then Landlord's consent to such assignment or sublease, as the case may be, shall be deemed given as Tenant's sole and exclusive remedy for Landlord's failure to respond to Tenant's request for Landlord's consent to such assignment or sublease. If Landlord withholds its consent to any proposed sublease or assignment, then Landlord shall provide Tenant the reasons for withholding the same.

7.09 Any sublease shall provide that it shall not be assigned and that the Premises demised thereunder shall not be further sublet without the prior written consent of Landlord in each instance and shall also contain provisions substantially the same as those contained in Articles 11 and 39 and Sections 33.01 and 33.03.



7.10 (a) If Landlord shall give its consent to any assignment of this Lease or to any sublease, Tenant shall in consideration therefor, pay to Landlord, as Additional Rent an amount equal to fifty percent (50%) of any Assignment Profit or an amount equal to fifty percent (50%) of any Sublease Profit, as the case may be.

(b) For purposes of this Section 7.10, the term “**Assignment Profit**” shall mean an amount equal to all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, but not limited to, sums paid for the sale 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 net unamortized or undepreciated cost thereof (determined on the basis of Tenant’s federal income tax returns) after deducting therefrom the amount of Tenant’s Costs.

(c) For purposes of this Section 7.10, the term “**Sublease Profit**” shall mean in any year of the Term of this Lease (i) any rents, additional charges or other consideration payable under the sublease to Tenant by the subtenant which is in excess of Fixed Rent and Additional Rent accruing during such year of the Term of this Lease in respect of the subleased space (at the rate per square foot payable by Tenant hereunder) pursuant to the terms hereof, and (ii) all sums paid for the sale or rental of Tenant’s fixtures, leasehold improvements, equipment, furniture or other personal property, less, in the case of the sale thereof, the then net unamortized or undepreciated cost thereof (determined on the basis of Tenant’s federal income tax returns), which unamortized amount shall be deducted from the sums paid in connection with such sale in equal monthly installments over the balance of the term of the sublease (each such monthly deduction to be in an amount equal to the quotient of the unamortized amount, divided by the number of months remaining in the Term of this Lease) after deducting therefrom the amount of Tenant’s Costs.

(d) For purposes of this Section 7.10, the term “**Tenant’s Costs**” shall mean the reasonable expenses actually incurred by Tenant in connection with the assignment and subletting in question for transfer taxes, brokerage commissions, advertising expenses, attorneys’ fees, any commercially reasonable rent credit or concession or work allowance and any tenant work performed by Tenant at its expense in connection with such assignment or subletting, based on bills, receipts or other evidence of such costs reasonably satisfactory to Landlord; provided that, in determining Sublease Profit, Tenant’s Costs shall be amortized on a straight-line basis over the term of the sublease.

(e) This Section 7.10 shall not apply to any Permitted Transfer.

7.11 Tenant hereby indemnifies Landlord against any liability asserted against Landlord or any other Landlord Party (as such term is defined in Article 35) by any assignee or subtenant or proposed assignee or subtenant, or arising out of any assignment or sublease or proposed assignment or sublease or any grant or denial of consent thereto, or for any brokerage commission, finder’s fee, consultant’s fee or other compensation with respect thereto. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of this Article 7 shall be void *ab initio* and shall constitute a default hereunder entitling Landlord to exercise all its rights under Articles 24, 25, 26, and 30 hereof. If a sublease is assigned or all or any portion of the Premises demised thereunder is further sublet without the consent of Landlord in each instance obtained, such assignment or further sublease shall constitute a default hereunder entitling Landlord to exercise all its rights under Article 24, 25, 26, and 30 hereof. If this Lease is assigned (whether with Landlord’s consent or pursuant to a Permitted Transfer) the assignor and all its predecessors as Tenant hereunder (together the “**predecessor tenants**”) shall be and remain fully liable for the due performance and observance of all of the terms and conditions of this Lease to be performed by Tenant throughout the Term and no amendment of this Lease or waiver of, or consent to departure from, any of the terms and conditions of this Lease shall constitute a novation or otherwise release any of the predecessor tenants.

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

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

## ARTICLE 8

### Services

8.01 For purposes of this Lease:

(a) the term "**Business Days**" shall mean all days excluding Saturdays, Sundays and days observed by the City of New York, the State of New York or Federal Government as legal holidays, and further excluding holidays established by any collective bargaining agreement applicable to employees of the Unit or Building, and

(b) the term "**Business Hours**" shall mean the hours from 8:00 a.m. to 6:00 p.m. on Business Days (and with respect to the Building's freight elevator and loading dock, the hours from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. on Business Days).

8.02 Subject to the terms, covenants and conditions of this Lease, Landlord shall:

(a) (i) provide elevator service during Business Hours and shall have an elevator available at all other times. At Landlord's option, the elevators shall be operated by automatic control or by manual control, or by a combination of both of such methods.

(ii) Landlord shall provide freight elevator service to the Premises and use of the Building's loading dock on a first come-first served basis (*i.e.*, no advance scheduling) during Business Hours. Freight elevator service and use of the Building's loading dock shall also be provided to the Premises, subject to availability, on a reserved basis at all other times, upon the payment of Landlord's then established charges therefor which shall be Additional Rent hereunder (provided that such overtime service(s) must be reserved in blocks of at least four (4) consecutive hours). As of the Effective Date, the charge for overtime freight elevator service is currently estimated to be \$50.00 per hour, as the same may be increased from time to time by Landlord. The use of all elevators and the loading dock shall be on a non-exclusive basis (except when so reserved by Tenant on an overtime basis) and in all instances shall be subject to the Rules and Regulations.

(b) (i) during Business Hours and during the hours of 9:00 a.m. to 1:00 p.m. on Saturdays (other than any holidays as aforesaid), Landlord shall (x) furnish heat, ventilation and air-conditioning to the Premises (except as otherwise provided in this Lease and except for any special requirements of Tenant arising from its particular use of the Premises) by way of the base building HVAC system, which system is designed to perform in accordance with the specifications set forth in **Exhibit B** attached hereto (subject to the design criteria, including occupancy and connected electric load design criteria, set forth therein) and (y) provide up to 7,500 CFM of fresh air per full floor of the Premises (pro-

rated for any partial floors) and a minimum static pressure of 1 inch WC. If Tenant shall require heat, ventilation or air-conditioning or fresh air at times when same are not required to be furnished by Landlord, Tenant shall give Landlord advance notice of such requirement no later than 3:00 p.m. of the same Business Day, or if required on any non-Business Day, then no later than 3:00 p.m. of the Business Day immediately preceding such non-Business Day, and, if same is furnished by Landlord, Tenant shall, promptly upon demand, pay Landlord's Overtime Air Conditioning Charge therefor as Additional Rent. The term "**Landlord's Overtime Air Conditioning Charge**" means (A) Landlord's actual costs of labor and all utilities (per BTU or similar measurement) for such usage and (B) Landlord's reasonable costs actually incurred in reading, operating, maintaining, repairing and replacing the relevant meters (which shall be furnished and installed by Landlord at Tenant's expense), which Landlord's Overtime Air Conditioning Charge is currently estimated to be \$150.00 per floor per hour. If Tenant and one or more other tenants of the Building request any such overtime HVAC, and such overtime HVAC is delivered to the other tenants, which have requested the same, in addition to Tenant, then Landlord shall apportion the applicable charges therefor attributable to Landlord's costs of labor among Tenant and the other tenants requesting and receiving such services using a pro rata apportionment based on the number of tenants (including Tenant) receiving such services. However, nothing contained in this Section 8.02(b)(i) shall (i) be deemed to require Landlord to prorate any such labor costs based on other tenants who may receive the benefit of such service during overtime HVAC periods, but who have not requested such service or (ii) require Tenant to pay a portion of any such charge if Tenant receives the benefit of such service during periods requested by other tenants and not Tenant.

(ii) Tenant shall have the right, at its sole cost and expense and subject to the provisions of this Lease (including, without limitation Articles 15 and 16), to install and maintain supplemental air conditioning systems (the "**Supplemental AC Systems**") within the Premises, including, without limitation, all plumbing required in connection with such Supplemental AC Systems, which Supplemental AC Systems shall not exceed a capacity of fifteen (15) tons of cooling capacity per full floor of the Premises. Tenant shall have the right to distribute Tenant's allocated condenser water throughout the Premises at Tenant's sole cost and expense, subject to Landlord's reasonable approval of the same. Landlord agrees to waive any so-called "tap-in" charges for such condenser water in excess of Landlord's out-of-pocket expenses actually incurred in connection therewith. Landlord shall install, at Tenant's sole cost and expense, BTU or "flow" and electrical meter(s) to measure Tenant's consumption of condenser water and electricity by the Supplemental AC Systems. From and after the installation of such Supplemental AC Systems, Landlord shall read or cause such meter(s) to be read, and Tenant shall pay as Additional Rent, (A) Landlord's actual costs of labor and all utilities (per BTU or similar documented measurement) for such usage, and (B) Landlord's reasonable costs actually incurred in reading, operating, maintaining, repairing and replacing the relevant meters; provided the foregoing charges are not already included in Operating Expenses. Landlord shall have no responsibility regarding repair, maintenance or replacement of Tenant's Supplemental AC Systems or of any future unit or air handling system that may be installed, all such repairs, maintenance and service being Tenant's sole responsibility. During the Term, Tenant shall maintain, at Tenant's sole cost and expense, a maintenance contract (including service and parts) with respect to any Supplemental AC Systems installed by, or on behalf of, Tenant, in form, and from a contractor, reasonably acceptable to Landlord. If, in the eighteen (18) month period following Tenant's connection to the condenser water system, Tenant connects less than fifteen (15) tons of cooling capacity, then Landlord shall have the right to reduce the amount of condenser water allocated for Tenant's use to the amount necessary to supply Tenant's requirements as evidenced by the capacity then connected to the condenser water system.

(c) provide to the Premises standard cleaning and janitorial services in accordance with the provisions of **Exhibit C** attached hereto. Tenant shall pay to Landlord on demand the costs incurred by Landlord for (i) extra cleaning work in the Premises required because of (x) documented misuse or neglect on the part of Tenant or its subtenants or its or their employees or visitors,

(y) interior glass partitions or unusual quantity of interior glass surfaces (if cleaning thereof is requested by Tenant), and (z) non-building standard materials or finishes installed by Tenant or at its request (if cleaning thereof is requested by Tenant), (ii) removal from the Premises and the Building of any refuse and rubbish of Tenant in excess of that ordinarily accumulated in business office occupancy, including, without limitation, kitchen refuse, or at times other than Landlord's standard cleaning times, and (iii) the use of the Premises by Tenant other than during Business Hours, to the extent that Landlord incurs actual increases in costs as a result of such use. Notwithstanding the foregoing, Landlord shall not be required to clean any portions of the Premises used for preparation, serving or consumption of food or beverages, training rooms, data processing or reproducing operations, private lavatories or toilets or other special purposes requiring greater or more difficult cleaning work than office areas and, if Tenant requires the cleaning of such areas, Tenant agrees, at Tenant's expense, to retain Landlord's cleaning contractor to perform such cleaning.

(d) furnish reasonable quantities of hot and cold water to the core restrooms on the floor(s) on which the Premises are located and, if there shall be a "wet pipe" in the Premises, cold water for ordinary lavatory, pantry, unisex bathrooms, kitchenettes and office cleaning purposes in the Premises. If Tenant shall require water for any other purpose, Landlord need only furnish cold water at the Building core riser through a capped outlet located on the floor of the Premises, and the cost of heating such water as well as piping and supplying such water to the Premises shall be paid by Tenant. Landlord may install, at Tenant's expense, meters to measure Tenant's consumption of such cold water and/or hot water for such other purposes. Tenant shall pay to Landlord at Landlord's standard charges for the quantities of cold water and hot water shown on such meters (and Landlord's charge for the production of such hot water, if Landlord shall have produced such hot water) on demand. If Landlord engages a third party metering company in connection with Tenant's use of water, such third party metering company's reasonable and actual charges plus any other reasonable third party cost actually incurred by Landlord in connection with preparation of bills to Tenant shall be at Tenants' sole cost and expense, and shall be paid to Landlord, as Additional Rent, within thirty (30) days after Tenant's receipt of a reasonably detailed invoice therefor.

(e) provide security services and procedures to the Building, twenty-four (24) hours per day, seven (7) days per week, at the levels consistent with those maintained by owners of Comparable Buildings and taking into account any unique features of the Building and the Building's layout and similar qualifications, it being agreed that (i) in no event shall Landlord have any liability to Tenant, or shall Tenant be entitled to any rent abatement, in the event that Tenant suffers any loss, damage, cost or expense as a result of any security incident occurring in or about the Building, and (ii) nothing contained herein shall be construed to permit Tenant to control or monitor Landlord's system of security services and procedures. Landlord agrees to reasonably cooperate with Tenant, at no cost or expense to Landlord, in the maintenance and operation of any proximity card controlled electronic access system that Landlord may in its sole discretion, from time to time, operate at the Building, so that Tenant's employees need only use one electronic proximity card to access the Unit's lobby and the Premises.

8.03 Landlord reserves the right, without liability to Tenant (except as otherwise may be expressly provided in this Lease) to interrupt, curtail or suspend the services required to be furnished by Landlord under this Article 8 when the necessity therefor arises by reason of accident, emergency, mechanical breakdown, or when required by any Legal Requirement, or for any other cause beyond the reasonable control of Landlord, or, upon no less than three (3) Business Days' notice, when required or convenient in connection with work being performed by Landlord.

8.04 Tenant, within thirty (30) days of being invoiced therefor, shall reimburse Landlord for the documented cost to Landlord of removal from the Premises and the Building of so much of any refuse and rubbish of Tenant as shall exceed that ordinarily accumulated daily in the routine of business office occupancy or by any use of the Premises during other than Business Hours.

8.05 Landlord will not be required to furnish any other services, except as may otherwise be specified in this Lease.

8.06 Tenant, at its sole cost and expense, shall cause the Premises to be exterminated on a monthly basis to the satisfaction of Landlord and shall for such purposes employ reputable exterminators reasonably approved by Landlord. If Tenant shall have facilities in the Premises for cooking, drinking, eating, washing and/or storage of food, or similar items (except in the case of a kitchenette or a grab-and-go kiosk), Tenant shall, on a weekly basis, cause the portion of the Premises on which such facilities are located to be exterminated to the satisfaction of Landlord by exterminators designated by Landlord. The foregoing shall not, however, constitute any approval or consent to the use of the Premises for such purposes. If Tenant fails to comply with the provisions of this Section 8.06, Landlord, in addition to any other remedies available to it under this Lease or pursuant to law, may furnish such exterminating services and the cost therefor shall be paid by Tenant on demand as Additional Rent hereunder.

8.07 Landlord shall provide Tenant with reasonable access to the Building's telephone and data shafts so that Tenant may install, subject to the terms of Article 15 hereof and as set forth in this Section 8.07, conduits and lines necessary to obtain telephone and data services for the Premises in the event that Tenant's preferred service providers do not currently serve the Unit. Landlord shall provide Tenant access to (i) the conduit located on the fifth (5<sup>th</sup>) floor of the Building from the point of entry on the mezzanine level of the Building and (ii) a 4" sleeve on each floor inside the telephone riser closet located on such floor from the fifth (5<sup>th</sup>) through eleventh (11<sup>th</sup>) floors of the Building in which Tenant may install the requisite conduits and lines.

## ARTICLE 9

### Brokerage

9.01 Tenant represents to Landlord that it has not employed nor had any dealings, conversations or discussions with any broker or agent in connection with the negotiation and execution of this Lease, other than the Broker. Tenant hereby indemnifies and holds harmless Landlord from any liability for any brokerage commission or finder's or consultant's fee arising out of any dealings, conversations or discussions had by Tenant with any broker, agent or other person, other than the Broker.

9.02 Landlord represents to Tenant that it has not employed nor had any dealings, conversations or discussions with any broker or agent in connection with the negotiation and execution of this Lease, other than the Broker. Landlord hereby indemnifies and holds harmless Tenant from any liability for any brokerage commission or finder's or consultant's fee arising out of any dealings, conversations or discussions had by Landlord with any broker, agent or other person, including the Broker. Landlord shall pay the Broker pursuant to a separate written agreement.

## ARTICLE 10

### Access, Name of Building and Signage

10.01 Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows and doors bounding the Premises, 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, and any space in or adjacent to the Premises 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 for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord and persons authorized by Landlord and to the Board of Managers pursuant to the Condominium Documents and persons authorized by the Board of Managers.

10.02 Landlord reserves the right, and Tenant shall permit Landlord and persons authorized by Landlord and the Board of Managers pursuant to the Condominium Documents and persons authorized by the Board of Managers, upon reasonable notice and at reasonable times, to install, erect, use and maintain pipes, ducts and conduits in and through the Premises, provided the installation and/or erection of such pipes, ducts and conduits are concealed within the walls, floors or ceilings (or if impracticable, adjacent to and furred out to such walls, floors and ceilings); provided further that the foregoing do not materially interfere with Tenant's use and enjoyment of the Premises.

10.03 Landlord and persons authorized by Landlord and the Board of Managers pursuant to the Condominium Documents and persons authorized by the Board of Managers shall have the right to enter and/or pass through the Premises at any reasonable time or times upon reasonable prior notice (which notice may be given orally) (except in the event of any emergency in which case Landlord may enter at any time without prior notice thereof), (a) to examine the Premises, (b) to show the Premises to actual and prospective Superior Lessors, Mortgagees, or prospective purchasers, mortgagees or lessees of Landlord's interest in the Premises, the Unit and/or the Building, (c) to make such repairs, alterations, additions and improvements in or to the Premises, the Unit and/or in or to the Building or its facilities and equipment as Landlord or persons authorized by Landlord is or are required or desires to make, and (d) to read any utility meters located therein; provided further that the foregoing do not materially interfere with Tenant's use and enjoyment of the Premises. Landlord, the Board of Managers and such authorized persons shall be allowed to take all reasonable and necessary materials into and upon the Premises that may be required in connection therewith, without any liability to Tenant and without any reduction of Tenant's covenants and obligations hereunder.

10.04 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 Unit or the Building (or permanently darkened or obstructed if required by Legal Requirements) or covered by any translucent material for the purpose of energy conservation, or if any part of the Unit and/or the Building, other than the Premises, is temporarily or permanently closed, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

10.05 If, during the last month of the Term, Tenant has removed all or substantially all of Tenant's property from the Premises, Landlord or persons authorized by Landlord may, upon prior written notice to Tenant, immediately enter the Premises and alter, renovate and decorate the same, without liability to Tenant and without reducing or otherwise affecting Tenant's covenants and obligations hereunder.

10.06 Landlord reserves the right, at any time without it being deemed a constructive eviction and without incurring any liability to Tenant therefor, or affecting or reducing any of Tenant's covenants and obligations hereunder, except as may be otherwise expressly provided in this Lease, to make or permit to be made such changes, alterations, additions and improvements in or to the Premises, the Unit and/or Building and the fixtures and equipment thereof, as well as in or to the street entrances, doors, halls, passages, elevators, escalators and stairways thereof, and other public parts of the Building, as Landlord shall deem reasonably necessary or desirable, provided that, (i) any such change does not materially deprive Tenant of access to the Premises for the ordinary conduct of Tenant's business, and (ii) such change does not materially interfere with Tenant's use of the Premises for the ordinary conduct of Tenant's business and does not materially adversely affect the first-class nature of the Building. Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's use of the Premises for the ordinary conduct of Tenant's business while performing any such work; provided, however, that Landlord shall not be required to perform any such work on an overtime or premium pay basis.

10.07 Landlord reserves the right to name the Unit and/or the Building and to change the name or address of the Unit and/or the Building at any time and from time to time. Neither this Lease nor any use by Tenant shall give Tenant any easement or other right in or to the use of any door or any passage or any concourse or any plaza connecting the Unit or 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.

10.08 If Tenant shall not be personally present to open and permit an entry into the Premises at any time when for any reason as entry therein shall be urgently necessary by reason of fire or other emergency, Landlord, the Board of Managers or their respective agents may forcibly enter the same without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property) and without in any manner affecting the obligations and covenants of this Lease.

10.09 Provided that (i) Tenant and Tenant's Affiliates shall physically occupy at least eighty percent (80%) of the Premises then demised to Tenant and (ii) Tenant and Tenant's Affiliates shall then be leasing at least 86,253 rentable square feet in the Unit (collectively, the "**Signage Conditions**"), Tenant shall have the right to install signage displaying its name in the entrance lobby of the Building and the sky lobby on the fifth (5<sup>th</sup>) floor of the Building in locations determined by Landlord in its reasonable discretion ("**Tenant's Signage**"). The approximate locations of Tenant's Signage are set forth on Exhibit E attached hereto and made a part hereof; provided Landlord shall have the right to modify such locations at any time prior to the Commencement Date in Landlord's reasonable discretion so long as Tenant is still granted the right to have signage in both the entrance lobby and the sky lobby. In addition, if Landlord permits another tenant or occupant in the Building to install signage in the passageway between the entrance lobby of the Building and Atlantic Terminal, Landlord shall provide Tenant written notice (the "**Passageway Signage Notice**") thereof. Provided, and so long as, the Signage Conditions shall be satisfied, Tenant shall thereafter have the right, by delivering written notice to Landlord within thirty (30) days after Tenant's receipt of the Passageway Signage Notice, to elect to install signage in such passageway that identifies Tenant as an occupant of the Building (and for no other purpose) in a location reasonably designated by Landlord (any such signage that Tenant has the right to install in such passageway being referred to herein as "**Tenant's Passageway Signage**"). If Tenant fails to deliver such notice within thirty (30) days after Landlord's delivery of the Passageway Signage Notice, Tenant shall be deemed to have waived its right to install Tenant's Passageway Signage. The design, font, size, materials, finish and manner of installation of Tenant's Signage and, if applicable, Tenant's Passageway Signage, shall be subject to Landlord's approval. Tenant's Signage and, if applicable, Tenant's Passageway Signage, shall be further subject to Landlord's standard signage guidelines for the Building (which guidelines shall be furnished by Landlord to Tenant prior to the Commencement Date), all applicable Rules and Regulations, and further subject to compliance by Tenant, at its expense, with all applicable Legal Requirements, and the terms and conditions herein. Landlord's approval of Tenant's Signage or, if applicable, Tenant's Passageway Signage, shall not constitute Landlord's representation that the same complies with Legal Requirements, Insurance Requirements or the provisions of this Lease or that the same is adequate or suitable for the work intended and in no event shall Landlord have any liability or responsibility for Tenant's Signage or, if applicable, Tenant's Passageway Signage. Tenant shall at its sole cost and expense remove Tenant's Signage and, if applicable, Tenant's Passageway Signage, on or before the Expiration Date and shall repair any damage caused by said removal. All Tenant's Signage and, if applicable, Tenant's Passageway Signage, shall be consistent and compatible with the design, aesthetics, signage and graphics program for the Unit and/or the Building as established by Landlord. Landlord may remove any sign installed in violation of this provision, and Tenant shall pay the cost of such removal and any restoration costs. The rights granted to Tenant under this Section 10.09 are personal to the Named Tenant and any National Grid Tenant, and may not be exercised by any other Tenant or subtenant.

## ARTICLE 11

### Exculpation

11.01 Tenant shall look solely to the estate and property of Landlord in the Unit for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord, and no other property or assets of any Landlord Party shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord or Tenant hereunder, or Tenant's use or occupancy of the Premises. In no event shall Landlord ever be liable to Tenant for any loss of business or any other indirect or consequential damages suffered by Tenant from whatever cause. The term "**Landlord**" shall mean only the owner at the time in question of Landlord's interest in the Unit so that in the event of any transfer or transfers of Landlord's interest in the Unit the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, and it shall be deemed, without further agreement that such transferee has assumed and agreed to perform and observe all obligations of Landlord herein during the period it is the holder of Landlord's interest under this Lease. Tenant waives any right Tenant may have to bring an action for declaratory or injunctive relief in connection with a claimed default or potential default of Tenant.

## ARTICLE 12

### Submission to Jurisdiction

This Lease shall be deemed to have been made in Kings County, New York, and shall be construed in accordance with the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Lease shall be litigated only in courts located within the County of New York, except that any summary proceeding to recover possession of the Premises shall be litigated in the County of Kings. Tenant, any guarantor of the performance of its obligations hereunder ("**Guarantor**") and their respective successors and assigns hereby irrevocably submit to the jurisdiction of any state or federal court located within either of such counties, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by registered or certified mail, return receipt requested, directed to the Tenant and any successor at Tenant's address hereinabove set forth, to any Guarantor and any successor at the address set forth in any instrument of guaranty and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made two (2) days after such process is so mailed.

## ARTICLE 13

### Condition of Premises; Landlord's Work

13.01 Subject to completion of Landlord's Work and any Punch List Items, Tenant shall accept the Premises "as is" on the Commencement Date and Landlord shall not thereafter be required to perform any work, install any fixtures or equipment or render any services to make the Building or the Premises ready or suitable for Tenant's use or occupancy. Tenant acknowledges and agrees that, except for Landlord's Work and otherwise provided for in this Lease, Landlord shall not have any obligation whatsoever to alter, improve, decorate or otherwise prepare the Premises, or any portion thereof, for Tenant's use and occupancy. Landlord represents and warrants that the Building Systems stubbed to the Premises are in good working order and meet all applicable codes and ordinances as of the Effective Date. Landlord covenants that upon taking possession of the Premises by Tenant, Landlord shall continue to repair and maintain the Unit and the Building during the Term in accordance with Landlord's obligations set forth in Section 19.02 hereof. The taking of possession of the Premises by Tenant shall be conclusive



evidence against Tenant that the Premises, the Unit and the Building were in good and satisfactory condition at the time such possession was taken.

13.02 Landlord shall, at Landlord's expense (except as otherwise provided herein), perform the work set forth on **Exhibit D** attached hereto (collectively, "**Landlord's Work**"). Landlord will perform Landlord's Work in accordance with applicable Legal Requirements and deliver the Premises to Tenant in compliance with all Legal Requirements that shall be applicable to demolished space and with a zero-occupancy temporary certificate of occupancy in place. Commencing with reasonable promptness after Landlord has selected a general contractor, Landlord shall promptly commence Landlord's Work and shall perform the same expeditiously with reasonable diligence and continuity to completion, subject to Force Majeure Causes (as such term is defined in Section 41.14(a)) and Tenant Delay (as such term is defined in Section 13.04); provided, however, that (x) in no event shall Landlord be required to perform Landlord's Work on an overtime or premium pay basis and (y) in no event shall Landlord be subject to any liability, nor shall the validity of this Lease be impaired, if Landlord fails to deliver possession of the Premises to Tenant with Landlord's Work Substantially Completed by any particular date. Tenant hereby waives any right to rescind this Lease under the provisions of Section 223(a) of the Real Property Law of the State of New York and agrees that the provisions of this Section are intended to constitute "an express provision to the contrary" within the meaning of said Section 223(a).

13.03 (a) "**Substantial Completion**" of Landlord's Work shall be deemed to have occurred when Landlord's Work has been completed, except for minor details of construction, decoration, mechanical adjustment or installation or which under sound construction practices are to be completed after the completion of Tenant's Work (collectively, "**Punch List Items**"). In no event shall the Punch List Items delay or prevent the timely start and/or completion of Tenant's Work (as hereinafter defined) other than to a de minimis extent. Landlord shall perform the Punch List Items expeditiously with reasonable diligence and shall endeavor in good faith to complete the same within thirty (30) days after the completion of Tenant's Work.

(b) Landlord shall send Tenant a notice specifying the anticipated date of Substantial Completion (the "**Substantial Completion Notice**"). Within five (5) days after Tenant's receipt of such Substantial Completion Notice, Landlord and Tenant shall jointly schedule a date upon which Landlord and Tenant shall jointly inspect the Premises (the "**Walk-Through Date**") and prepare a list of the Punch List Items. The Walk-Through Date shall be no later than five (5) Business Days after the anticipated date of Substantial Completion set forth in the Substantial Completion Notice. After the delivery to Tenant of a Substantial Completion Notice, and if Landlord so requests, Tenant shall meet with Landlord at the Premises prior to the Walk-Through Date to identify preliminarily any items of Landlord's Work that have not been Substantially Completed, provided, however, that any such preliminary identification shall not waive Tenant's rights under Section 13.03(c).

(c) If upon the Walk-Through Date Tenant believes one or more items of Landlord's Work (other than Punch List Items) have not yet been Substantially Completed, then either (x) Landlord shall satisfactorily complete such items and Landlord and Tenant shall reinspect the Premises upon five (5) Business Days' prior notice from Landlord that such items have been completed (such process to be repeated, upon five (5) Business Day's prior notice in the case of a second or subsequent reinspection, until Tenant has confirmed that the Premises have been Substantially Completed), or (y) Landlord may dispute Tenant's determination. However, notwithstanding anything contained herein to the contrary, Tenant shall nevertheless comply with the Commencement Date without prejudice, as initially determined by Landlord, and the Commencement Date as initially determined by Landlord shall be controlling for the purposes of this Lease, until any such dispute is resolved. If Tenant fails to appear or fails to participate diligently and in good faith with Landlord in any such joint inspection, then Landlord's Work shall be deemed to have been Substantially Completed upon the date set forth by Landlord. On the Walk-Through

Date (or on the final Walk-Through Date if there is more than one), Landlord and Tenant shall jointly prepare the list of Punch List Items. Tenant covenants and agrees to take physical possession of the Premises on the date on which Landlord's Work shall be Substantially Completed, as the same shall have been determined in accordance with this Section 13.03. Such taking of possession by Tenant shall not waive Tenant's rights hereunder with respect to Punch List Items. Landlord shall use commercially reasonable efforts, in accordance with good construction practice, to complete the Punch List Items within thirty (30) days after final determination of the Punch List Items pursuant to this Section 13.03(c), subject to Force Majeure Causes and Tenant Delays, and Tenant shall reasonably cooperate with Landlord in connection therewith.

13.04 "**Tenant Delay**" shall mean any documented delay due to, in connection with, or as a result of, any act or omission of any nature, by Tenant or any Tenant Party, including without limitation (i) any delay caused by any other act or omission of Tenant or any Tenant Party or caused by Tenant's failure to perform any of its obligations under this Lease, (ii) Tenant's failure to timely deliver any plans and/or specifications or other information required to be furnished by Tenant pursuant to the terms hereof, (iii) any change, additional work or work stoppage requested by Tenant after the date of this Lease, (iv) the performance or completion of any work, labor or services by a party employed by Tenant that interferes with Landlord's performance of Landlord's Work, (v) Tenant's interference with the performance of Landlord's Work, (vi) the failure of Tenant to timely attend any walk-throughs or preliminary walk-throughs contemplated by Section 13.03, (vii) the failure of Tenant to respond with reasonable promptness to any reasonable Landlord request for Tenant's specific design requirements for any aspect of Landlord's Work, (viii) the failure by Tenant to timely deliver or to cause to be delivered any installation or any item of furniture, fixtures or equipment that is Tenant's obligation to order and deliver to the Building for installation therein by Landlord as part of Landlord's Work or that would otherwise delay Landlord in the Substantial Completion of Landlord's Work, or (ix) the negligence or willful misconduct of Tenant. The foregoing definition of Tenant Delay shall also apply, to the extent applicable, to any other work, replacement, repairs or restoration required to be performed by Landlord under this Lease except that the defined terms used therein shall apply generally to the work, plans and specifications, etc. to be performed or supplied by Landlord in connection with such work, replacement, repairs or restoration. If one or more Tenant Delays have occurred, then (A) the Commencement Date shall be deemed accelerated by the number of days of such Tenant Delay(s) as reasonably determined by Landlord in a notice to Tenant, and the Commencement Date shall be deemed to have occurred on such earlier date and (B) within ten (10) days after receipt of Landlord's invoices therefor (but in all events prior to the commencement of any change, addition or alteration in or to the scope of Landlord's Work), Tenant shall pay Landlord, as Additional Rent, any increased costs of Landlord's Work arising from such Tenant Delay(s).

13.05 Notwithstanding anything contained in this Lease to the contrary, if the Commencement Date does not occur on or before October 1, 2020 (as such date shall be extended on a day for day basis for documented delays caused by Force Majeure Causes and Tenant Delay, the "**Initial Outside Date**"), the Rent Commencement Date shall be extended by one-half (1/2) additional day for each day that the Commencement Date does not occur during the period commencing on the day immediately after the Initial Outside Date through and including January 1, 2021. If the Commencement Date does not occur on or before January 1, 2021 (as such date shall be extended on a day for day basis for documented delays caused by Force Majeure Causes and Tenant Delay, the "**Outside Date**"), the Rent Commencement Date shall be extended by one (1) additional day for each day after the Outside Date that the Commencement Date does not occur. The foregoing shall be Tenant's sole and exclusive remedies on account of the failure of the Commencement Date to occur.

## ARTICLE 14

### Key Dates Agreement

On or after the Commencement Date, Tenant and Landlord shall confirm the Commencement Date, the Rent Commencement Date and the Fixed Expiration Date in an agreement in the form attached hereto as **Exhibit F**. Such certificate shall be executed and acknowledged by Tenant, and delivered to Landlord, within ten (10) Business Days after Tenant's receipt thereof, provided, that Tenant's failure to execute, acknowledge and deliver such a certificate shall not prevent the Commencement Date from occurring. If possession of the Premises is delivered to Tenant prior to the Commencement Date, all relevant provisions of this Lease shall apply from the date on which possession is so delivered.

## ARTICLE 15

### Tenant Changes

#### 15.01 General.

(a) Tenant Change. Tenant shall not make any change, alteration, installation, addition or improvement in or to the Premises (a "**Tenant Change**") without the prior written consent of Landlord which consent (subject to the terms of this Article 15) shall not be unreasonably withheld, conditioned or delayed with respect to non-structural alterations not subject to subsection (b) below. Notwithstanding the foregoing, Landlord's consent shall not be required for (i) painting, carpeting or other cosmetic improvements in or to the Premises or (ii) the installation of work stations in or to the Premises (collectively, "**Permitted Alterations**"), provided, that, in each case, (A) such Permitted Alteration does not require a building permit and (B) Tenant shall notify Landlord not later than twenty (20) days prior to the commencement of any such Permitted Alteration.

(b) Prohibited Tenant Changes. In no event shall Landlord be required to consent to any Tenant Change which would (i) in Landlord's opinion adversely affect any other tenant or Landlord, or any of the mechanical, HVAC, electrical, sanitary, plumbing, sprinkler, life safety, or other Building or Unit system (each a "**Building System**" and collectively the "**Building Systems**"), or the exterior of the Building or the security in the Building and/or the Unit, (ii) involve the laying of cables or lines or the installation of risers or conduits outside the Premises or otherwise require work outside the Premises, (iii) require Landlord or any other tenant to perform work in or to the Building and/or the Unit, (iv) require Landlord to change its method of operation in the Building and/or the Unit, (v) in the performance thereof, affect any Building System or interfere with any service or deprive Landlord or any other tenant of the use of any common or service area of the Building and/or the Unit or any part of the Building, the Unit and/or the Land leased to any other tenant, (vi) require any change to any structural component of the Building or the exterior design of the Building, (vii) fail to comply with any Legal Requirement or Insurance Requirement, (viii) be incompatible with occupancy of the Building and/or the Unit as a first-class mixed use office building, (ix) specify uses or materials that are subject to an insurance hazard rate different from the rate assigned to the Building or the Unit as a whole, or (x) require any Mortgagee or Superior Lessor's consent or approval.

(c) All Tenant Changes, upon installation thereof, shall become and shall remain the property of Landlord and shall not be removed by Tenant except in accordance with Sections 18.01 and 29.01.

(d) Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, at its sole cost and expense, to install (and Landlord hereby pre-approves the installation of) a security system in the Premises that is compatible with the Building security system so as to enable

Tenant to utilize a single security/access card, provided that the same shall be (i) deemed to be a Non-Standard Item and (ii) subject to Tenant's submission, and Landlord's approval, of plans and specifications therefor in accordance with this Article 15 and Tenant's compliance with applicable Legal Requirements.

#### 15.02 Submission of Plans.

(a) General. At the time Tenant requests Landlord's written consent to a Tenant Change, Tenant shall submit to Landlord complete and coordinated architectural, mechanical and electrical and, to the extent applicable, other Building System, signage and storefront plans and specifications therefor (collectively, "**Final Working Drawings**"). All Final Working Drawings shall be on a scale of 1/8" = 1 foot; all detail drawings shall be on a scale of 1/4" = 1 foot or larger. All Final Working Drawings shall be prepared at Tenant's expense by an architect licensed to practice in the State of New York and approved by Landlord, such approval not to be unreasonably withheld; such architect is herein called "**Tenant's Architect**". Tenant's Architect shall be IA Interior Architects for Tenant's Work and Landlord hereby approves of IA Interior Architect as Tenant's Architect for Tenant's Work. If Landlord submits Tenant's Final Working Drawings for any Tenant Change to any architect, engineer, expeditor or code consultant ("**Landlord's Architect or Engineer**"), Tenant shall reimburse Landlord the reasonable and documented fees and expenses of Landlord's Engineer, and the fees and expenses (if any) payable by Landlord to the Condominium pursuant to the Condominium Documents. In each case, Tenant shall submit one (1) set of blueprints and one (1) electronic set in CAD and PDF, marked final for pricing and construction. Landlord's approval of Tenant's Final Working Drawings shall not constitute Landlord's representation that the same comply with Legal Requirements, Insurance Requirements or the provisions of this Lease or that the same are adequate or suitable for the work intended and in no event shall Landlord have any liability or responsibility for Tenant's Final Working Drawings. Notwithstanding anything to the contrary contained herein, Landlord hereby pre-approves the concept for Tenant's Work set forth in the preliminary floor plans attached hereto as Exhibit L, subject however, to Landlord's reasonable review and approval of the Final Working Drawings therefor. In addition, Landlord hereby pre-approves Tenant's installation of (x) its Telecommunications Equipment (hereinafter defined) and (y) a fresh air duct in the portion of the Premises in which Tenant's call center is to be located, which fresh air duct shall run from the call center to an air duct grille (including supplemental cooling equipment) on the roof of the Building (the "**Air Duct Grille**"), subject, however, to (i) Landlord's reasonable approval of the location of the Telecommunications Equipment and Air Duct Grille, (ii) Landlord's review and approval of the Final Working Drawings therefor and (iii) Articles 15 and 28 hereof.

(b) Tenant's Architect. Tenant shall pay the fees and expenses of Tenant's Architect and any other architect, engineer, designer, or architectural, engineering or design firm or consultant acting for or on behalf of Tenant.

(c) As-Built Plans. Within sixty (60) days of the substantial completion of any Tenant Change, Tenant, at its expense, shall submit to Landlord two (2) complete sets of "as built" plans having the same scale as the Final Working Drawings, including detail drawings in CAD, PDF and paper formats or such other format as Landlord from time to time reasonably mandates.

15.03 Contractors. Tenant Changes shall be performed by contractors first approved by Landlord, which approval shall not be unreasonably withheld or delayed; provided, however, that any Tenant Changes in or to the Building Systems shall be performed only by the contractor(s) designated by Landlord provided that any such contractor(s) charges rates that are reasonably competitive with other reputable contractors of at least the same quality as the contractor(s) designated by Landlord performing like services in and to Comparable Buildings. Notwithstanding the foregoing, Landlord approves of James E. Fitzgerald, Inc. as Tenant's general contractor for Tenant's Work.

#### 15.04 Permits.

(a) Prior to the commencement of any Tenant Change, including Tenant's Work, Tenant, at its expense, shall obtain and furnish to Landlord all governmental permits, consents, authorizations and licenses ("**Permits**") required by Legal Requirements or the Construction Rules and Regulations or appropriate in connection with such Tenant Change, certified by Tenant or Tenant's Architect. Tenant's Architect, at Tenant's expense, shall prepare any applications and plans required to obtain the Permits. All such applications and plans shall be subject to Landlord's reasonable review and approval prior to the submission thereof to any governmental agency. Landlord shall notify Tenant in writing of its approval or rejection of such applications and plans no later than ten (10) Business Days after receipt of a request for approval of the same from Tenant. If Landlord does not respond within such 10-Business Day period, then, provided Tenant gives Landlord a second notice enclosing Tenant's original request and stating in bold capital letters: "**IF LANDLORD FAILS TO RESPOND TO THIS REQUEST FOR APPROVAL TO THE ENCLOSED [APPLICATION] [PLANS AND SPECIFICATIONS] WITHIN FIVE (5) DAYS AFTER RECEIPT OF THIS NOTICE, THEN, SUBJECT TO THE OTHER PROVISIONS OF THE LEASE, LANDLORD'S APPROVAL TO SUCH [APPLICATION] [PLANS AND SPECIFICATIONS] SHALL BE DEEMED GRANTED IN ACCORDANCE WITH SECTION 15.04 OF THE LEASE**", and Landlord fails to respond to such notice within five (5) days after receipt thereof by Landlord, then Landlord's consent to such application or plans, as the case may be, shall be deemed given as Tenant's sole and exclusive remedy for Landlord's failure to respond to Tenant's request for Landlord's approval to such application or plans. If Landlord does not approve Tenant's applications or plans, Landlord's notice shall provide the basis for such rejection. Upon Tenant's re-submission to Landlord, Landlord shall notify Tenant in writing of its approval within five (5) Business Days after receipt of such re-submission from Tenant. All Permits and one set of Final Working Drawings shall be kept at the Premises at all times during the performance of such Tenant Change.

(b) Within sixty (60) days after completion of any Tenant Change Tenant, at its expense, shall obtain and furnish to Landlord, to the extent legally required, all final governmental approvals, licenses, "sign-offs" and certificates with respect thereto. To the extent any Tenant Change affects any life-safety system of the Unit and/or the Building and without limiting the foregoing, Tenant shall obtain and furnish to Landlord all final governmental approvals, licenses, "sign-offs" and certificates with respect thereto prior to taking occupancy or re-occupancy of the portion of the Premises affected thereby.

15.05 Insurance. Prior to the commencement of any Tenant Change, Tenant shall furnish to Landlord evidence that Tenant and each of Tenant's contractors and subcontractors have complied with the requirements of Article 17 hereof.

#### 15.06 Performance of the Work.

(a) Prior to the commencement of any Tenant Change, Tenant, at its expense, shall require Tenant's general contractor and all subcontractors to verify on-site dimensions and existing conditions and to attend a pre-construction meeting with Landlord's construction or building manager to determine suitable access routes to the Premises, designated loading, unloading and storage areas for materials, working hours, temporary utilities, safety precautions and procedures, and rubbish removal and scheduling.

(b) Tenant, at its expense, shall cause such Tenant Change to be performed (i) in compliance with all Legal Requirements and Insurance Requirements and with Landlord's construction rules and regulations attached hereto as Exhibit G (the "**Construction Rules and Regulations**"), (ii) in such manner as not to interfere with, delay or impose any additional expense (beyond a *de minimis* extent)

upon the Landlord, the Condominium, any other owner of a unit in the Condominium or any other tenant in the Building in the maintenance or operation of the Building and so as to maintain harmonious labor relations in the Building, (iii) with diligence and continuity to completion, (iv) in accordance with the Final Working Drawings submitted to, and approved by, Landlord, and (v) only with the use of new first-class materials and supplies. Landlord shall be under no obligation to coordinate Tenant's work or prepare the Premises therefor and Landlord shall have no liability with respect to the installation thereof.

(c) If the connection of any utilities, fittings or fixtures of Tenant shall require a shut-down of any Building System or service or shall interfere with Building operations or the use of any other portion of the Building or shall necessitate so-called "tie-ins", then the same shall be coordinated with Landlord and shall be performed only with Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed; Tenant may only perform "tie-in" work with subcontractors reasonably approved by Landlord and in any such case Section 15.10 shall be applicable thereto; provided that, notwithstanding the foregoing, connections to, and disconnections from, the Building's fire alarm system, BMS system and condenser water system shall be performed only by the contractors set forth on **Exhibit K** attached hereto and made a part hereof, or, with respect to Tenant Changes made after the completion of Tenant's Work, such other contractors as may be designated by Landlord provided such contractors charge competitive rates and are available to perform the tie-in in question.

(d) If by reason of the performance of Tenant's Work or any Tenant Change thereafter, any labor disruption or dispute shall occur at or affect the Building, Tenant shall make reasonable efforts to mitigate the labor disruption or dispute. If by reason of the performance of Tenant's Work, or any Tenant Change thereafter, there is any interference with the use and enjoyment of the premises occupied by any other occupant in the Building, or if the Premises or the Building (or any work or installations in any of the foregoing) is damaged, or if the performance of such Tenant Change otherwise interferes with the use or occupancy of any part of the Building, Tenant shall (i) promptly upon Landlord's written request, work collaboratively to remedy the condition or conditions complained of at Tenant's sole cost and expense, and (ii) indemnify and hold Landlord and the Board of Managers harmless from and against any liability, cost or expense (including reasonable attorneys' fees and disbursements) connected with or arising from such condition or conditions and the remedy or removal of the same.

(e) Tenant hereby indemnifies Landlord (and any Landlord Party) against any liability arising out of or related to any Tenant Change and the performance thereof or any accident, incident or damage to person or property occurring in connection therewith, except to the extent such accident, incident or damage shall result from the negligence or willful misconduct of Landlord or any Landlord Party. Subject to Section 17.06 hereof, Tenant shall be responsible for any damage to the Premises or the Building (or the work or installations in any thereof) resulting from any Tenant Change and Tenant agrees to indemnify and hold Landlord harmless from and against all such damage, except to the extent such damage shall result from the willful misconduct of Landlord or any Landlord Party.

(f) Notwithstanding anything to the contrary contained in this Lease, all Tenant Changes are subject to Landlord's rights under Section 18.01 hereof.

#### 15.07 Payment for the Work.

(a) Prior to the commencement of any Tenant Change, Tenant shall obtain and furnish to Landlord (or require Tenant's general contractor to obtain and furnish to Landlord) a performance and payment bond reasonably satisfactory to Landlord naming Tenant and Landlord (and, if applicable, the Condominium) as their interests may appear.

(b) The cost of each Tenant Change shall be paid for in cash or its equivalent, so that the Premises and the Building shall at all times be free of liens for labor and materials supplied or

claimed to have been supplied. In making progress and final payments to contractors, Tenant shall obtain lien waivers certifying that payment in full has been made for the labor, materials and subcontractors which are the subject of such payment. Landlord may require evidence of such lien waivers before permitting Tenant to open or reopen to the public for business.

(c) Notwithstanding anything to the contrary contained in Section 15.07(a), if Tenant is the Named Tenant or a National Grid Tenant, then such Tenant shall not be required to deliver to Landlord any such bond required pursuant to Section 15.07(a).

15.08 Violations. In the event any notice of violation is placed against the Building arising out of Tenant's Work or any Tenant Change thereafter, Tenant shall promptly commence and diligently proceed to cure immediately upon the date Tenant receives notice of such violation. In default thereof, or in the event it shall not be cured by Tenant within sixty (60) days from the date Tenant receives notice of such violation, Landlord reserves the right to cure the same by whatever action may be necessary, including the removal of all or any part of the Tenant Change involved; in any such case Sections 15.09 and 15.10, as the case may be, shall be applicable thereto.

15.09 Landlord's Costs. All documented reasonable, third party out-of-pocket costs incurred by Landlord in connection with Tenant's Work or any Tenant Change including but not limited to review of Tenant's Final Working Drawings, rubbish removal, Landlord's representative and other personnel, electricity, steam, water, fire protection, insurance, permits, approvals, site management fees, any costs imposed under the Condominium Documents and similar items, and, if and to the extent that in Landlord's reasonable judgment such Tenant Change includes structural work or work affecting the Building Systems, the fees of Landlord's Architect or Engineer for supervision of such work, shall be paid to Landlord by Tenant within thirty (30) days of Landlord's written demand, which shall include documentation evidencing and itemizing such costs, plus (i) with respect to Tenant Changes which are structural and non-customary, an overhead and supervision charge equal to two percent (2%) of the total cost of such Tenant Changes which are part of the same project (not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) in the aggregate for Tenant's Work), and (ii) with respect to any other Tenant Changes that Landlord reasonably determines requires supervision, Landlord's out-of-pocket expense actually incurred for such supervision. Within twenty (20) days of completion of such Tenant Change, Tenant shall submit to Landlord a copy of such contract or budget updated to reflect all change orders and showing the final total reconciled construction cost.

15.10 Work By Landlord. If at any time Tenant requests Landlord to perform renovations, decorations, additions, installations, improvements or alterations of any kind in or to the Premises, Tenant agrees to pay Landlord, within thirty (30) days upon being billed therefor (i) the costs of all such renovations, decorations, additions, installations, improvements, alterations or work, including direct rubbish removal, hoisting, temporary services and similar items (including the general contractor's general conditions), and (ii) five percent (5%) of the amounts specified in (i) above for Landlord's supervision and fees. In addition, Tenant shall pay to Landlord promptly on demand the documented reasonable fees and/or expenses incurred by Landlord in connection with Landlord's submission of Tenant's plans and specifications, if it so chooses, to Landlord's Engineer for review and examination.

## ARTICLE 16

### Landlord's Work Allowance

16.01 (a) Subject to the terms, covenants and conditions hereinafter set forth, Landlord shall provide a construction allowance ("Landlord's Contribution") to reimburse Tenant for Tenant's cost of the Tenant Changes to be performed by Tenant in order to make the Premises ready or suitable for

Tenant's initial use or occupancy ("**Tenant's Work**"), in an aggregate amount not to exceed \$9,056,565.00. Landlord shall fund the portion of Landlord's Contribution from time to time being requisitioned by Tenant in the manner set forth in Section 16.01(b) below, but only if all of the following conditions shall have been satisfied:

(i) No monetary or material non-monetary Event of Default or Bankruptcy Event has occurred and is continuing;

(ii) Tenant shall have obtained, and at all times during the construction period shall maintain, all necessary and appropriate permits, licenses, authorizations and approvals from all governmental authorities having or asserting jurisdiction in connection with such construction, and shall have delivered true copies thereof to Landlord; and

(iii) Tenant shall have delivered to Landlord, for approval by Landlord: (x) a completed requisition for payment (in form issued by the American Institute of Architects), certified and sworn to by an officer of Tenant and Tenant's architect stating or accompanied by: (1) the amount being requested; (2) to be paid invoices for all labor and materials performed as part of Tenant's Work to date; (3) the amount of Landlord's Contribution previously paid to Tenant; (4) the value of labor and materials theretofore performed and incorporated in the Premises and the aggregate value of the entire Tenant's Work to be performed; and (5) that the work completed to date has been performed in good and workmanlike manner in accordance with the Final Working Drawings therefor, as approved by Landlord, and in compliance with all Legal Requirements; and (y) conditional waivers of lien from all contractors, subcontractors and materialmen who shall have furnished materials or supplies or performed work or services in connection with Tenant's Work.

(b) Within thirty (30) days after Tenant shall have complied with all of the conditions set forth in the foregoing Section 16.01(a), Landlord shall pay to Tenant an amount equal to that portion of Landlord's Contribution which shall equal, on a percentage basis, that portion of Tenant's Work then completed in accordance with the provisions hereof, as certified by Tenant's architect and an officer of Tenant, less all amounts of Landlord's Contribution previously disbursed, provided, however, that Landlord shall not be required to make more than one (1) payment per any thirty (30) day period. Landlord shall have the right to retain five percent (5%) of every requisition of Landlord's Contribution until: (i) all of Tenant's Work shall have been finally completed, (ii) final waivers of lien from all contractors, subcontractors and materialmen who shall have furnished materials or supplies or performed work or services in connection with Tenant's Work shall have been delivered to Landlord, (iii) all governmental authorities having or asserting jurisdiction (including the New York City Department of Buildings) shall have issued final approvals of Tenant's Work and true copies thereof shall have been delivered to Landlord, and (iv) Tenant shall have delivered to Landlord "as built" drawings with respect to Tenant's Work that comply with the requirements of Section 15.02(c).

(c) Landlord's obligation to pay Landlord's Contribution shall only apply to that part of Tenant's Work consisting of the installation of walls, partitions, columns, fixtures, improvements and appurtenances permanently attached to or built into the Premises, including the following: mechanical systems, flooring, wall coverings, ceilings, duct work, electrical wiring, plumbing, millwork and supplemental air conditioning systems (if any), affixed carpeting and other floor coverings, but shall not include business and trade fixtures, machinery, equipment or other articles of personal property, professional fees and/or so-called "soft costs"; provided, however, that Tenant may apply any unused portion of Landlord's Contribution, up to a maximum of fifteen percent (15%) of Landlord's Contribution, remaining after Tenant shall have satisfied all of the conditions set forth in clauses (i) through (iii) in Section 16.01(b) above against Tenant's permit and filing fees and architect's and engineer's professional fees incurred in connection with the performance of Tenant's Work.



(d) Landlord shall have no obligation to pay all or any portion of Landlord's Contribution to Tenant at any time after the second (2<sup>nd</sup>) anniversary of the Rent Commencement Date, except any portion of Landlord's Contribution that shall remain unpaid but that shall have become due and payable on or prior to the first anniversary of the Rent Commencement Date. Tenant hereby waives any and all rights to claim or receive all or any portion of Landlord's Contribution that shall not have become due and payable to Tenant on or before the second (2<sup>nd</sup>) anniversary of the Rent Commencement Date.

(e) Tenant shall execute and deliver to Landlord (or to any Mortgagee designated by Landlord), within twenty (20) days after demand, a written certification that (i) Landlord has satisfied its obligations with respect to Landlord's Contribution pursuant to and in accordance with the terms of this Lease (or specifying in what respect, if any, Landlord has not has satisfied its obligations with respect to Landlord's Contribution) and (ii) Landlord's Work has been completed pursuant to and in accordance with the terms of this Lease (or specifying in what respect, if any, Landlord has not completed Landlord's Work), it being intended that any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by Landlord (or such Mortgagee) and by others with whom Landlord may be dealing, regardless of independent investigation.

## ARTICLE 17

### Insurance

17.01 Tenant shall comply with all Insurance Requirements and shall not violate, or permit the violation of, any Insurance Requirements, and shall not do (or permit to be done) or keep (or permit to be kept) anything in the Premises that could: (i) increase the fire or other casualty or property insurance rate on the Building or the property therein over the rate that would otherwise then be in effect; or (ii) result in insurance companies of good standing refusing to insure the Building or any of such property in amounts reasonably satisfactory to Landlord. If, by reason of a failure of Tenant to comply with the provisions of this Section 17.01 the rate of fire or other casualty or property insurance on the Building or equipment or other property of Landlord shall be higher than it otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of the premiums for such insurance paid by Landlord because of such failure on the part of Tenant. A schedule or make up of rates for the Building or the Premises, as the case may be, issued by the New York Fire Insurance Rating Organization or other similar body making rates for fire or other casualty or property insurance for the Building or the Premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the insurance rate then applicable to the Building or the Premises.

17.02 (a) Tenant shall secure and keep in full force and effect throughout the Term, at Tenant's expense: (i) Commercial General Liability Insurance, written on an occurrence basis, to afford protection of no less than Ten Million Dollars (\$10,000,000.00) combined single limit for bodily injury and property damage including personal injury coverage, broad form property damage coverage, contractual liability coverage as respects the liability assumed under Article 5 and other provisions of this Lease, independent contractors coverage and products liability coverage; (ii) special form "all risks" coverage (including but not limited to, glass breakage, sprinkler leakage, collapse and terrorism coverage) upon all of the Leasehold Improvements and Tenant's Property (whether or not in the course of construction), for one hundred percent (100%) of replacement cost including a stipulated (agreed) valuation endorsement; (iii) if not included in the above-mentioned policies, Blanket Broad Form Boiler and Machinery Insurance (including Business Interruption coverage) on all items commonly covered by such insurance and installed by Tenant in amounts no less than One Million Dollars (\$1,000,000.00); (iv) Workers Compensation Insurance and State Disability Benefits Insurance, as required by law; (v) such other insurance and in such amounts as is required under the Condominium Documents; and (vi) such other insurance as Landlord reasonably requires from time to time. Landlord, from time to time as is reasonable, may reasonably

increase the mandatory minimum amount of each type of coverage to be maintained by Tenant. Tenant shall have the right to insure and maintain the insurance coverages set forth in this Section under blanket or umbrella insurance policies covering other Premises occupied by Tenant so long as such blanket or umbrella policies comply as to terms and amounts with the insurance provisions set forth in this Lease without the possibility of reduction or coinsurance by reason of, or damage to, any other Premises named therein. If the insurance required by this Section shall be effected by any such blanket or umbrella policies, Tenant shall furnish to Landlord and the Condominium certified copies or duplicate originals of such policies or executed certificates thereof, with schedules thereto attached showing the insurance afforded by such policies applicable to the Premises.

(b) During the prosecution of any Tenant Change in the Premises, Tenant shall require all contractors to provide Workers Compensation Insurance and State Disability Benefits Insurance as required by law and Commercial General Liability Insurance including the coverages mentioned in (a) above and completed operations coverage which is to be kept in effect for two years after completion of the work. Contractors' policies shall comply with Sections 17.03 and 17.04.

17.03 All such insurance shall be written in form and substance reasonably satisfactory to Landlord by an insurance company and with general policy holder's ratings of not less than A and a financial rating of at least VII, as rated in the most current available "Best's" insurance reports, or the then equivalent thereof, and licensed to do business in New York State and authorized to issue such policies. All such insurance shall have a term of not less than one (1) year. Upon failure of Tenant to procure, maintain and place such insurance and pay all premiums and charges therefor, Landlord (or the Condominium, if permitted under the Condominium Documents) may (but shall not be obligated to), upon written notice to Tenant, do so and in such event Tenant shall pay the amount thereof to Landlord within thirty (30) days after demand. All policies of insurance procured by Tenant shall contain endorsements providing that (a) such policies may not be canceled, allowed to lapse or materially changed without at least thirty (30) days' prior written notice from the insurance company to Landlord and each Superior Lessor and Mortgagee, sent in accordance with Section 34; and (b) Tenant shall be solely responsible for the payment of premiums and any deductibles or retentions therefor notwithstanding that Landlord is named as an insured. Duly executed certificates of insurance (including evidence of the waivers of subrogation required pursuant to Section 17.06) or original policies, together with reasonably satisfactory evidence of payment of the premiums therefor, shall be delivered to Landlord on or before the Commencement Date. Any endorsements to any such policies shall also be so deposited upon issuance thereof and each renewal or replacement of a policy shall be so deposited at least twenty (20) days prior to the expiration of such policy. Tenant shall not carry any separate or additional insurance concurrent in form or contributing in the event of any loss or damage with any insurance required to be maintained by Tenant under this Lease. Further, all policies of insurance procured by Tenant shall be written as primary policies not contributing with nor in excess of coverage that Landlord may carry.

17.04 All insurance procured by Tenant under this Article 17 shall be issued in the names and for the benefit of Landlord (and each member thereof in the event Landlord is a partnership or joint venture) and shall name Landlord, The Atlantic Terminal Condominium Association, Inc., Forest City Ratner Companies, LLC, First New York Partners Management, LLC, Brookfield Properties (USA II) LLC, Metropolitan Transportation Authority, Long Island Railroad Company, Build NYC Resource Corporation, Deutsche Bank AG, New York Branch (or any future lender of Landlord), any Superior Lessor or Mortgagee, The Bank of New York Mellon and their respective successors and assigns, parents, affiliates, partners, members, officers, directors, shareholders, employees and agents as their interests may appear as additional insureds, and shall contain an endorsement that each of Landlord, the Condominium and any Superior Lessor and Mortgagee, although named as an insured, nevertheless shall be entitled to recover under said policies for any loss or damages occasioned to it, its agents, employees, contractors, directors, shareholders, partners and principals (disclosed or undisclosed) by reason of the negligence, of Tenant, its

servants, agents, employees and contractors. Landlord must be named as a “Loss Payee” on property insurance for all leasehold improvements and Tenant Changes. The proceeds of policies providing “all risk” property insurance of alterations, improvements and betterments shall be payable to Landlord, Tenant and each Superior Lessor and Mortgagee as their interests may appear. The parties shall cooperate with each other 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 reasonably required to recover any such insurance monies.

17.05 None of any Tenant Changes, Tenant’s Work or any other leasehold improvements in the Premises, or any Tenant’s Property shall be insured by Landlord under Landlord’s insurance policies nor shall Landlord be required under Article 31 hereof or any provision of this Lease to either reinstall, restore, repair or replace any thereof. If Landlord is required or elects to repair or reconstruct the Premises under the provisions of Article 31 hereof, Landlord shall so rebuild only the core and shell of the Building and shall separately demise the Premises. Thereafter Tenant, using the proceeds of Tenant’s all-risk policy and, if such proceeds be insufficient, at its expense, shall promptly perform all other repairs and restoration and shall promptly refixture and reconstruct the Premises to a condition equivalent to the quantity and quality of all previous Tenant Changes approved by Landlord.

17.06 (a) Landlord and Tenant shall each secure an appropriate clause in, or an endorsement upon, each fire or extended coverage or rent insurance policy obtained by it and covering the Building, the Premises, Landlord’s Work, Tenant Changes, Tenant’s Property or any other of the personal property, fixtures and equipment located in or on the Premises, pursuant to which the respective insurance companies waive subrogation and permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party. The waiver of subrogation and permission for waiver of any claim hereinbefore referred to shall extend to the Condominium, the Board of Managers and the agents of each party and its employees and, in the case of the waiver or permission in or upon any of Tenant’s insurance policies, shall also extend to all other persons or entities occupying or using the Premises in accordance with the terms of this Lease. If and to the extent that such waiver or permission can be obtained only upon payment of an additional charge, then the party obtaining such policy shall pay such charge upon demand.

(b) Each party hereby releases the other with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damages or destruction with respect to its property by fire or casualty (including rental value or business interruption) occurring during the Term of this Lease to the extent to which such party is insured under an insurance policy or is contractually obligated pursuant to this Lease to be insured under an insurance policy. If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property (or rental value or business interruption), the other party is liable to the first party with respect thereto or is obligated under this Lease to make replacement, repair or restoration, then provided the first party’s right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party’s insurance against such loss, damage or destruction shall be offset against the second party’s liability to the first party therefor, or shall be made available to the second party to pay for replacement, repair or restoration, as the case may be.

17.07 Notwithstanding anything to the contrary contained in this Lease, Tenant may self-insure for (i) up to \$3,000,000.00 of the Commercial General Liability Insurance required under Section 17.02(a)(i) hereof, (ii) up to \$1,000,000.00 of the Workers Compensation Insurance required under Section 17.02(a)(iv) hereof and (iii) the special form “all risks” coverage upon all of the Leasehold Improvements and Tenant’s Property required under Section 17.02(a)(ii) hereof (which special form “all risks” coverage may be provided through a captive insurance company owned by Tenant and/or Tenant’s Affiliates and licensed by the New York Department of Financial Services) (“**Self Insure**” or “**Self Insurance**”), if (x)

the same is permitted under applicable Legal Requirements and (y) Tenant is the Named Tenant (such conditions (x) through (y), collectively, the “Self Insurance Conditions”). If Tenant exercises its right to maintain Self Insurance, then:

(i) Tenant shall be liable to Landlord for the full equivalent of unconditional and unqualified insurance coverage that would have been available to Landlord if the applicable insurance policy had been obtained by Tenant from a third-party insurer, in full compliance with the provisions of this Article 17, and with a waiver of subrogation in compliance with the provisions of Section 17.06, and shall pay on behalf of or indemnify Landlord against (as appropriate) all amounts that would have been payable by an unaffiliated third-party insurer had Landlord been named as an additional insured under any insurance policy involved, with no deductible amount applicable to such policy;

(ii) With respect to any claims that may result from incidents occurring during the Term, the obligations of Tenant to Landlord under this Lease with respect thereto shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required would survive;

(iii) Tenant waives any right to make claims against Landlord for any damage or loss that would have been insured against by Tenant’s insurance policies if insurance coverage required under Section 17.02 were provided by an unaffiliated third party insurer meeting the requirements of Section 17.03 and in effect;

(iv) Tenant shall obtain the insurance required to be maintained by Tenant under this Article 17 from an unaffiliated third party insurer meeting the requirements of Section 17.03 at any time that any of the Self Insurance Conditions are not satisfied;

(v) At any time and from time to time as may be requested by Landlord (but not more often than one time in any twelve (12) month period), if Tenant’s financial statements are not publicly available, Tenant, within 30 days after receipt of Landlord’s request therefor, shall deliver to Landlord a copy of Tenant’s most recent annual financial statements, which shall be in substantially similar form to the financial statements provided to Landlord on or before the Effective Date. Landlord agrees to hold any financial statements delivered pursuant to this Section 17.07 in confidence and make no disclosure thereof except as required by applicable Legal Requirements;

(vi) If an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Tenant shall (A) take the defense at Tenant’s sole cost and expense of any such claim, including a defense of Landlord and such other parties as Landlord has designated as additional insureds, with counsel selected by Tenant and reasonably acceptable to Landlord and such other parties, provided Tenant has been furnished with the names of such other parties, and (B) use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for Tenant’s exercise of its right to maintain Self Insurance, which claims shall be paid, and which replacements shall be made, within the same time period that a third party insurance carrier of the quality and caliber otherwise required hereunder would have paid such claims or made such replacements; and

(vii) Any and all deductibles and/or self insured retentions in the above described insurance policies shall be assumed by Tenant and Tenant Parties and at their sole risk and expense, as the case may be.

In no event shall the amounts of or limitations on Tenant’s insurance coverage set forth in Section 17.02, or Tenant’s right to elect to self-insure and/or liability for damages or losses as a self-insurer under this Section 17.07, limit, reduce or affect in any way Tenant’s indemnification obligations set forth in this Lease.

17.08 During the Term, Landlord shall maintain or cause to be maintained in respect of the Unit fire and casualty insurance covering the Unit and Landlord's property therein and commercial general liability insurance in amounts of coverage required by the Ground Lease.

## ARTICLE 18

### Tenant's Property

18.01 All of Tenant's movable machinery, equipment, trade fixtures, furniture or furnishings installed by Tenant ("**Tenant's Property**") shall remain the property of Tenant notwithstanding the fact that same may be affixed or attached to the realty, and shall, during the Term of this Lease or any extension or renewal thereof, belong to and be removable by Tenant, provided that (i) Tenant shall remove all of Tenant's Property prior to the expiration of the Term or the sooner termination thereof and (ii) upon any such removal Tenant shall immediately and at its expense, repair and restore the Building (including the Premises) to the condition existing prior to installation and repair any damage to the Premises or the Building due to such removal, reasonable wear and tear excepted. The lien of any Superior Lease or Mortgage shall not cover Tenant's Property within the Premises. All of Tenant's Property remaining within the Premises after the expiration of such Term or sooner termination thereof and after Tenant is no longer in possession of the Premises shall, at Landlord's option, either (i) become the property of Landlord, free of any claim by Tenant or any person claiming through Tenant, or (ii) be removed and disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. Tenant's obligations under this Section shall survive the expiration or sooner termination of the Term hereof.

## ARTICLE 19

### Repairs and Maintenance

19.01 (a) Tenant shall, at its expense, throughout the Term of this Lease, take good care of and maintain in good order and condition the Premises, all Tenant Changes and all Tenant's Property. Tenant shall be responsible for all repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen or unforeseen, in and to the Premises, Landlord's Work, all Tenant Changes and all Tenant's Property, and Tenant shall be responsible for all repairs, interior and exterior, to (i) all Leasehold Improvements, (ii) with respect to a full floor tenant, all water and waste lines in the core bathrooms from the point of connection of such lines to the Building's core vertical pipes, all commodes, sinks, partitions and other fixtures and equipment in the core bathrooms, and all finishes and (iii) all damages to other portions of the Building, the need for which arises out of (1) the performance of any Tenant Changes performed or caused to be performed by Tenant, (2) the installation, use or operation of Tenant's Property, (3) the moving of Tenant's Property in or out of the Building, or (4) the act, omission, misuse or neglect of Tenant or any Tenant Party. Tenant, at its expense, shall promptly replace all scratched, damaged or broken doors, windows and glass in the Premises (unless such scratches or damage existed as of the Commencement Date) and shall be responsible for all repairs, maintenance and replacement of wall and floor coverings in the Premises and for the repair, maintenance and replacement of all horizontal portions of the systems and facilities of the Building, whether inside or outside the Premises, exclusively serving the Premises. All repairs in and to the Building and the Building Systems for which Tenant is responsible shall be performed by Landlord at Tenant's expense.

(b) Without limiting the scope of the obligations set forth in Section 19.01(a) above, all damage or injury to the Building, including, without limitation, the Building Systems (as such term is defined in Section 15.01(b) hereof), to the extent the same arise out of (i) the installation, use or operation of Tenant's Property or (ii) the moving of Tenant's Property in or out of the Building, shall be performed by Landlord at Tenant's expense. All repairs, restorations and replacements made by Tenant

under this Section 19.01 shall be in quality and class equal to the work or installations existing immediately prior to such damage.

19.02 (a) Except for those repairs for which Tenant is responsible pursuant to the terms hereof including, without limitation, Section 19.01 and Article 21, Landlord shall, at its expense (subject to the provisions of Section 3.02 hereof), make all necessary repairs and replacements, interior and exterior, structural or nonstructural to keep the Building, including, without limitation, the Building Systems (as such term is defined in Section 15.01(b) hereof), and the floor or ceiling slabs or inaccessible areas of the Building in conformance with standards applicable to Comparable Buildings, unless such repairs are required as a result of the negligent acts or omissions of Tenant or any of Tenant's Parties, in which event, the cost thereof shall be borne by Tenant and paid as Additional Rent within thirty (30) days after Landlord's demand therefor. For the avoidance of doubt, Landlord shall be responsible for all Building Systems up to Tenant's point of connection to the same.

(b) All repairs made by Landlord shall be expeditiously and diligently performed in a good and workmanlike manner. Landlord shall use commercially reasonable efforts to minimize interference with Tenant's business, and if performance of such repairs within the Premises during Business Hours would unreasonably interfere with Tenant's business, Landlord will affect such repairs during hours other than Business Hours, unless such repairs are necessitated by an emergency or by the negligent or willful acts or omissions of Tenant, provided that Tenant, upon demand, shall reimburse Landlord for the reasonable and actual cost incurred by Landlord for any overtime labor used to effect such repairs during hours other than Business Hours, and Landlord shall otherwise perform such repairs in accordance with, and subject to, the provisions of this Lease.

19.03 Tenant shall give Landlord prompt notice of any defective condition in any portion of any Building System located in, servicing or passing through the Premises. Following such notice, Landlord shall remedy the conditions, but at the expense of Tenant if Tenant is responsible for same under the provisions of this Article 19.

19.04 Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant, nor shall Tenant's covenants and obligations under this Lease be reduced or abated in any manner whatsoever, by reason of any inconvenience, annoyance, interruption or injury arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease, or required by law, to make in or to the Building or any part thereof.

## ARTICLE 20

### Rules and Regulations

20.01 Tenant and all Tenant Parties shall faithfully observe and comply with the rules and regulations set forth on Exhibit H attached hereto and such other and further rules and regulations which Landlord may promulgate from time to time (collectively, the "Rules and Regulations"); provided, however, that in case of any conflict or inconsistency between the provisions of this Lease and any of the Rules and Regulations, the provisions of this Lease shall control.

20.02 Nothing in this Lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations against Tenant or any other tenant. Landlord shall not be liable to Tenant for violation of the Rules and Regulations by any other tenant or its employees, agents, invitees or licensees.

## ARTICLE 21

### Compliance with Laws; Mechanic's Liens

21.01 Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any Legal Requirement with respect to the Premises, the use or occupation thereof or any Tenant Changes made therein (whether made by Landlord, Tenant or any person on behalf of Tenant) and Tenant's Property. Tenant shall, at Tenant's expense, comply with all Legal Requirements in respect of the Premises (that are not otherwise the responsibility of Landlord), the use and occupation thereof, Tenant's Property and any Tenant Changes made therein (whether made by Landlord, Tenant or any person on behalf of Tenant), or the abatement of any nuisance in, on or about the Premises; provided, however, that Tenant shall not be obligated to make structural repairs or alterations in or to the Premises in order to comply with Legal Requirements unless the need for same arises out of Tenant's specific use of the Premises other than mere general, administrative and executive office use or any of the causes set forth in clauses (ii) through (iv) of the next succeeding sentence. Tenant shall also be responsible for the cost of compliance with all Legal Requirements in respect of the Building or the Land and/or that impose any violation upon Landlord, the Condominium, Tenant or any other person to the extent arising from (i) Tenant's specific manner of use of the Premises (other than arising out of the mere use of the Premises as general, administrative and executive offices), (ii) the performance or existence of any Tenant Changes (whether made by Landlord, Tenant or any person on behalf of Tenant) or the manner of conduct of Tenant's business or operation of its installations, equipment or other Tenant Property therein, (iii) any cause or condition created by or at the instance of Tenant (other than the mere use of the Premises as general, administrative and executive offices), or (iv) the breach of any of Tenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. Tenant shall pay all the costs, expenses, fines, penalties and damages which may be imposed upon Landlord, the Condominium or any Superior Lessor by reason of or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Section 21.01. Without limiting the generality of the foregoing, it is specifically agreed that Tenant shall comply with all Legal Requirements that require the installation, modification or maintenance within the Premises of (1) any fire-rated partitions, gas, smoke, or fire detector or alarm, any emergency signage or lighting system, or any sprinkler or other system to extinguish fires or (2) any handicap facilities (including bathrooms).

21.02 All work required to be performed in the Premises pursuant to this Article 21 shall be performed by Tenant in accordance with Article 15 hereof. All work required to be performed outside the Premises pursuant to this Article 21 shall be performed by Landlord at Tenant's expense; but Landlord may, at its option, before commencing any such work or at any time thereafter, require Tenant to furnish to Landlord such security, in form and amount as Landlord shall deem necessary to assure the payment for such work by Tenant.

21.03 If any mechanic's, laborer's, vendor's, materialman's or similar statutory lien shall be filed against the Premises, the Unit or the Building or any part thereof for work claimed to have been done for or for materials claimed to have been furnished to Tenant (in connection with any Tenant Change or otherwise) or for any other action or omission claimed to have been made by Tenant, the same shall be discharged by Tenant, by either payment or by bond, at the sole cost of Tenant, within thirty (30) days after Tenant receives notice of such lien, and Tenant shall provide satisfactory proof of such discharge to Landlord. In the event such lien is not discharged timely as aforesaid, Landlord, in addition to all of its other remedies, may discharge same for the account of and at the expense of Tenant and Tenant shall reimburse Landlord within thirty (30) days after demand for all reasonable and actual costs, disbursements, fees and expenses incurred in connection with so discharging said lien. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no

mechanic's lien or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises.

21.04 Tenant shall not cause or permit Hazardous Materials (as such term is hereinafter defined) to be used, transported, stored, released, handled, produced or installed in, on or from, the Premises the Unit, or the Building. The term "**Hazardous Materials**" shall, for the purposes hereof, mean any flammable explosives, radioactive materials, hazardous wastes, hazardous and toxic substances, or related materials, asbestos or any material containing asbestos, or any other substance or material, as defined by any now or hereafter existing federal, state or local environmental law, ordinance, rule or regulation (collectively, "**Environmental Laws**") including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing. In the event of a breach of the provisions of this Section 21.04, Landlord shall, in addition to all of its rights and remedies under this Lease and pursuant to Legal Requirements, require Tenant to remove any such Hazardous Materials from the Building in the manner prescribed for such removal by Environmental Laws. Notwithstanding the foregoing, Tenant may, transport to and from the Premises, and store, use and handle in the Premises, Hazardous Materials consisting of typical office and cleaning supplies, and fuel for any generators installed by Tenant in compliance with this Lease, normally used by office tenants in Comparable Buildings; provided, however, that any such transportation, storage, use and handling is done in strict compliance with all Environmental Laws and all of the applicable terms, covenants and conditions of this Lease. The provisions of this Section 21.04 shall survive the Expiration Date.

21.05 Landlord hereby represents and warrants to Tenant that, as of the Effective Date, Landlord has no actual knowledge of the existence of any Pre-Existing Hazardous Materials (as such term is hereinafter defined) in the Premises in violation of applicable Environmental Laws. Notwithstanding anything to the contrary contained in this Lease, if any Pre-Existing Hazardous Materials are discovered by Tenant, its agents and/or employees in the Premises at any time during the Term of this Lease which shall include, but not be limited to, discoveries during the performance of any Tenant Changes (including, without limitation, Tenant's Work), Tenant shall promptly notify Landlord (or if the same shall be discovered during the performance of any work or repairs by Landlord), and Landlord, following such notice from Tenant (or discovery by Landlord) shall, at Landlord's sole cost and expense, promptly remediate such Pre-Existing Hazardous Materials in accordance with all applicable Environmental Laws ("**Remediation Work**"). The term "**Pre-Existing Hazardous Materials**" means any materials which (i) as of the Effective Date, are defined and characterized as Hazardous Materials, (ii) were not introduced to the Building by Tenant or anyone claiming by, through or under Tenant, and (iii) pursuant to Environmental Laws in effect as of the Effective Date, are required to be remediated. Tenant shall permit Landlord and Landlord's contractors and agents to enter the Premises after the Commencement Date for the purpose of performing Remediation Work. Neither the breach by Landlord of the foregoing representation nor Landlord's performance of Remediation Work shall be deemed a constructive eviction of Tenant or entitle Tenant to any credit against or diminution or abatement of Rent or otherwise subject Landlord to any liability, except that if (x) Tenant shall then be in occupancy of the Premises for the conduct of its business, and (y) Landlord shall not complete any Remediation Work required pursuant to this Section within seven (7) Business Days after Tenant shall have (1) notified Landlord of the existence of the applicable Pre-Existing Hazardous Materials, and (2) provided Landlord with access to the Premises (or the applicable portion thereof) to remove the same (such period, subject to extension on a day-for-day basis by Tenant Delay and Force Majeure Causes, the "**Remediation Work Period**"), then, as Tenant's sole and exclusive remedy, Tenant shall receive a per diem abatement of Fixed Rent applicable only to that portion of the Premises rendered un-occupiable and actually unoccupied by Tenant due to the Remediation Work, for each day after the Remediation Work Period on which such Remediation Work shall not be substantially completed.



21.06 Except insofar as Tenant is expressly made responsible under this Lease for compliance with the same Legal Requirements, Landlord will comply with all Legal Requirements affecting the Premises, the common areas of the Unit, the base Building structure or the Building Systems, or any portions thereof, to the extent that noncompliance with such Legal Requirements would adversely affect (except to a *de minimis* extent) Tenant's use of the Premises for the Permitted Use or the performance of Tenant Changes (including, without limitation, Tenant's Work) or Tenant's ability to obtain permits and licenses for any Tenant Changes (including, without limitation, Tenant's Work) subject, however, to Landlord's right to contest in good faith the applicability or legality thereof (provided, however, that Landlord's contesting such Legal Requirements does not adversely affect (except to a *de minimis* extent) Tenant's use of the Premises for the Permitted Use or the performance of Tenant Changes (including, without limitation, Tenant's Work) or Tenant's ability to obtain permits and licenses for any Tenant Changes).

## ARTICLE 22

### Estoppel Certificate

Either party, at any time, and from time to time (but not more than twice in any calendar year other than in connection with a financing or sale of the Building and/or the Unit), upon at least twenty (20) days' prior written notice by such requesting party, shall execute, acknowledge and deliver to the requesting party (and in the case of the Landlord's request, to the Condominium and/or the Board of Managers, any Superior Lessor, Mortgagee, prospective mortgagee, prospective purchaser of all or any interest in the Land or the Unit or any interest in Landlord or any member of Landlord, as applicable) and/or to any other person, firm or corporation as requested ("**Recipient**") specified by the requesting party, 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), stating the dates to which Fixed Rent and Additional Rent have been paid, stating whether or not there exist any defaults by Landlord or Tenant, as applicable, under this Lease known to the requesting party, and, if so, specifying each such default and stating or certifying any other matters requested by the requesting party or the Recipient.

## ARTICLE 23

### Holdover

23.01 The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Premises in accordance with the terms of this Lease upon the expiration or other termination of the Term will be substantial, will exceed the amount of the monthly installments of Fixed Rent and Additional Rent theretofore payable hereunder, and will be impossible to accurately measure. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord upon the Expiration Date or sooner termination of the Term in the condition required hereunder, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in the Premises after the Expiration Date or sooner termination of this Lease, an amount equal to (A) for the first thirty (30) days of such holding over, one-twelfth of the sum of Fixed Rent and Additional Rent payable by Tenant during the last year of the Term of this Lease (i.e., the year immediately prior to the holdover period), (B) for the next thirty (30) days of such holding over, one and one-half (1.5) times one-twelfth of the sum of Fixed Rent and Additional Rent payable by Tenant during the last year of the Term of this Lease (i.e., the year immediately prior to the holdover period) and (C) thereafter, two times the higher of (i) one-twelfth of the sum of Fixed Rent and Additional Rent payable by Tenant during the last year of the Term of this Lease (i.e., the year immediately prior to the holdover period) and (ii) the then market rental value for the Premises as shall be established by Landlord giving notice to Tenant of

Landlord's good faith estimate of such market rental value, plus all Additional Rent payable by Tenant during the last year of the Term of this Lease (i.e., the year immediately prior to the holdover period). 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 Article 23. Tenant's obligations under this Article 23 shall survive the Expiration Date. Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person 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 foregoing provisions of this Article 23.

23.02 Without limiting anything contained in Section 23.01 hereof, if Tenant shall hold over or remain in possession of any portion of the demised beyond the Expiration Date of this Lease, Tenant shall be subject not only to summary proceeding and all damages related thereto, but also to any damages arising out of any lost opportunities (and/or new leases) by Landlord to re-let the Premises (or any part thereof). Tenant hereby indemnifies Landlord against liability incurred by Landlord as a result of any claim or action by any third party that arises out of Tenant's holding over. All damages to Landlord by reason of such holding over by Tenant may be the subject of a separate action and need not be asserted by Landlord in any summary proceedings against Tenant.

## ARTICLE 24

### Conditions of Limitation

24.01 Upon the occurrence of a Bankruptcy Event with respect to Tenant or any Guarantor, Landlord may end the Term of this Lease by giving written notice of same to Tenant, and immediately upon the giving of such notice this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were the expiration date of this Lease, but Tenant shall remain liable for damages as provided in Article 26. For purposes of this Lease, a "**Bankruptcy Event**" shall be deemed to have occurred with respect to the Tenant or any Guarantor if (i) such Person makes an assignment for the benefit of creditors, (ii) such Person commences a voluntary case or proceeding under any applicable Legal Requirement (including, without limitation, Title 11 of the United States Code) in any jurisdiction (including, without limitation, the United States, any state or any foreign jurisdiction) relating to bankruptcy, insolvency, reorganization, liquidation, dissolution or relief of debtors, (iii) such Person is adjudged a bankrupt or insolvent, or has entered against it an order for relief or similar adjudication, in any proceeding in any jurisdiction (including, without limitation, the United States, any state or any foreign jurisdiction) relating to bankruptcy, insolvency, reorganization, dissolution, liquidation or relief of debtors, (iv) such Person files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any law (including, without limitation, Title 11 of the United States Code) of any jurisdiction (including, without limitation, the United States, any state or any foreign jurisdiction), (v) such Person files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding in any jurisdiction (including, without limitation, the United States, any state or any foreign jurisdiction) relating to bankruptcy, insolvency, reorganization, dissolution, liquidation or relief of debtors, (vi) such Person seeks, consents to or acquiesces in the appointment of a trustee, receiver, assignee, liquidator, conservator, administrator, sequestrator, custodian or similar official for the Person or of all or any substantial part of its assets, (vii) such person admits in writing its inability to pay its debts generally as they become due, or (viii) any involuntary case, proceeding or other action against such Person shall be commenced in any jurisdiction (including, without limitation, the United States, any state or any foreign jurisdiction) seeking to have an order for relief entered against it as a debtor or to adjudicate it a bankrupt

or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, composition of it or its debts or similar relief under any Legal Requirement (including, without limitation, Title 11 of the United States Code) of any jurisdiction (including, without limitation, the United States, any state or any foreign jurisdiction) relating to bankruptcy, insolvency, reorganization, dissolution, liquidation or relief of debtors, or seeking appointment of a trustee, receiver, assignee, liquidator, conservator, administrator, sequestrator, custodian or similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (A) results in the entry of any order for relief or similar adjudication against it, or (B) shall remain undismissed for a period of one hundred twenty (120) days.

24.02 This Lease and the term and estate hereby granted are subject to the further limitations (each an “**Event of Default**”) that:

(a) if Tenant shall default in the payment of any Fixed Rent or Additional Rent when due, and such default shall continue for ten (10) days after written notice thereof has been given to Tenant, or

(b) if Tenant shall, whether by action or inaction, be in default of any of its obligations under this Lease (other than a default in the payment of Rent) and such default shall continue and not be remedied as soon as practicable and in any event within thirty (30) days after Landlord shall have given to Tenant a notice specifying the same, or, in the case of a default which cannot with due diligence be cured within a period of thirty (30) days and the continuance of which for the period required for cure will not (i) subject Landlord, the Board of Managers or any Superior Lessor or any Mortgagee to prosecution for a crime or any other fine or charge, (ii) subject the Premises or any part thereof or the Unit, the Building or the Land, or any part thereof, to being condemned or vacated, (iii) subject the Unit, the Building or the Land, or any part thereof, to any lien (which Tenant shall not have discharged by bond or otherwise, provided, however, nothing contained in this Section 24.02(b) shall be construed as enlarging any cure periods specified in Section 24.01) or encumbrance, or (iv) result in the termination of any Superior Lease or foreclosure of any Mortgage, if Tenant shall not (x) within said thirty (30) day period acknowledge the existence of such default and advise Landlord of Tenant’s intention to take all steps necessary to remedy such default, (y) duly commence within said thirty (30) day period, and thereafter diligently prosecute to completion all steps necessary to remedy the default and (z) complete such remedy within a reasonable time after the date of said notice to Tenant and in any event within ninety (90) days after the end of the initial thirty (30) day period, or

(c) if any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted by Article 7, or

(d) if Tenant shall abandon the Premises for more than thirty (30) consecutive days, or

(e) if there shall be any default by Tenant (or any person which, directly or indirectly, controls, is controlled by, or is under common control with Tenant) under any other Lease with Landlord (or any person which, directly or indirectly, controls, is controlled by, or is under common control with Landlord) which shall not be remedied within the applicable cure period, if any, provided therefor under such other lease, or

(f) if Tenant shall cause Landlord, as owner of the Unit, to be in default under the Condominium Documents beyond any applicable notice and cure period; or

(g) if a default of the kind set forth in Section 24.02(a) or Section 24.02(b) shall have occurred two (2) times in any twelve (12) month period, and if either (i) Tenant shall cure such default within the applicable cure period or (ii) Landlord shall, at its sole discretion, permit Tenant to cure such default after the applicable cure period had expired, and if a similar default shall thereafter occur within the next three hundred sixty-five (365) days, whether or not such similar default or defaults is or are cured within the applicable cure period,

then in any of said cases Landlord may give to Tenant a notice of intention to end the Term of this Lease at the expiration of five (5) days from the date of the service of such notice of intention, and upon the expiration of said five (5) days this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day was the day herein definitely fixed for the end and expiration of this Lease, but Tenant shall remain liable for damages as provided in Article 26 hereof. Any provision hereof to the contrary notwithstanding, if prior to the Commencement Date this Lease terminates pursuant to this Article 24, the period which would have constituted the Term hereof but for such termination shall be determined as if the Term hereof had commenced on the day preceding such termination.

24.03 Nothing in this Article 24 shall be deemed to require Landlord to give the notices therein provided for prior to the commencement of a summary proceeding for nonpayment of rent or a plenary action for recovery of rent on account of any default in the payment of the same, it being intended that such notices are for the sole purpose of creating a conditional limitation hereunder pursuant to which this Lease shall terminate and if Tenant thereafter remains in possession after such a termination it shall do so as a holdover tenant.

24.04 (a) If Tenant shall have assigned its interest in this Lease, and this Lease shall thereafter be disaffirmed or rejected in any proceeding under the United States Bankruptcy Code or under the provisions of any Federal, state or foreign law of like import, or in the event of termination of this Lease by reason of any such proceeding, the assignor or any of its predecessors in interest under this Lease, upon request of Landlord given within ninety (90) days after such disaffirmance or rejection shall (A) pay to Landlord all Fixed Rent and Additional Rent then due and payable to Landlord under this Lease to and including the date of such disaffirmance or rejection and (B) enter into a new lease as lessee with Landlord of the Premises for a term commencing on the effective date of such disaffirmance or rejection and ending on the Expiration Date, unless sooner terminated as in such lease provided, at the same Fixed Rent and Additional Rent and upon the then executory terms, covenants and conditions as are contained in this Lease, except that (i) the rights of the lessee under the new lease shall be subject to any possessory rights of the assignee in question under this Lease and any rights of person claiming through or under such assignee, (ii) such new lease shall require all defaults existing under this Lease to be cured by the lessee with reasonable diligence, and (iii) such new lease shall require the lessee to pay all Additional Rent which, had this Lease not been disaffirmed or rejected, would have become due after the effective date of such disaffirmance or rejection with respect to any prior period. If the assignor shall fail or refuse to enter into the new lease within ten (10) days after the Landlord's request to do so, then in addition to all other rights and remedies by reason of such default, under this Lease, at law, or in equity, Landlord shall have the same rights and remedies against the assignor as if the assignor had entered into such new lease and such new lease had thereafter been terminated at the beginning of its term by reason of the default of the assignor thereunder.

(b) If pursuant to the Bankruptcy Code Tenant is permitted to assign this Lease in disregard of the restrictions contained in Article 7 hereof (or if this Lease shall be assumed by a trustee), the trustee, or assignee shall cure any default under this Lease and shall provide adequate assurance of future performance by the trustee or assignee including (A) of the source of payment of rent and performance of other obligations under this Lease (for which adequate assurance shall mean the deposit of cash security with Landlord in an amount equal to the sum of one year's Fixed Rent then reserved hereunder plus an amount equal to all Additional Rent payable under Article 3 hereof or other provisions of this Lease

for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, without interest, 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 and that any such assignee of this Lease shall have a net worth exclusive of good will, computed in accordance with GAAP, equal to at least ten (10) times the aggregate of the annual Fixed Rent reserved hereunder plus all Additional Rent for the preceding calendar year as aforesaid) and (B) that the use of the Premises shall in no way diminish the reputation of the Building as a first-class mixed use office building or impose any additional burden upon the Building or increase the services to be provided by Landlord. If all defaults are not cured and such adequate assurance is not provided within ninety (90) days after there has been an order for relief under the Bankruptcy Code, then this Lease shall be deemed rejected, Tenant or any other person in possession shall vacate the Premises, and Landlord shall be entitled to retain any rent or security deposit previously received from Tenant and shall have no further liability to Tenant or any person claiming through Tenant or any trustee. If Tenant received or is to receive any valuable consideration for such an assignment of this Lease, such consideration, after deducting therefrom (x) the brokerage commissions, if any, and other expenses reasonably incurred by Tenant for such assignment and (y) any portion of such consideration reasonably designed by the assignee as paid for the purchase of Tenant's Property in the Premises, shall be and become the sole and exclusive property of Landlord and shall be paid over Landlord directly by such assignee.

(c) If Tenant's trustee, Tenant or Tenant as debtor-in-possession assumes this Lease and proposes to assign the same (pursuant to Title 11 U.S.C. Section 365, as the same may be amended) to any person, including, without limitation, any individual, partnership or corporate entity, who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to the trustee, Tenant or Tenant as debtor-in-possession, then notice of such proposed assignment, setting forth (x) the name and address of such person, (y) all of the terms and conditions of such offer, and (z) the adequate assurance to be provided Landlord to assure such person's future performance under the Lease, including, without limitation, the assurances referred to in Title 11 U.S.C. Section 364(b)(3) (as the same may be amended), shall be given to Landlord by the trustee, Tenant or Tenant as debtor-in-possession no later than twenty (20) days after receipt by the trustee, Tenant or Tenant as debtor-in-possession of such offer, but in any event no later than ten (10) days prior to the date that the trustee, Tenant or Tenant as debtor-in-possession shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to the trustee, Tenant or Tenant as debtor-in-possession, given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

## ARTICLE 25

### Reentry by Landlord

25.01 If Tenant shall default beyond all applicable notice and cure periods, or if this Lease shall terminate as provided in Article 24 hereof,

(a) Landlord or Landlord's agent or employees may immediately or at any time thereafter re-enter the Premises, or any part thereof, either by summary dispossession proceedings or by any other suitable action or proceeding at law, or by force or otherwise (without being liable to indictment, prosecution or damages therefore) and may repossess the same and dispossess Tenant and any other person(s) from the Premises and may remove Tenant or any and all of their property and effects therefrom, without liability for damages thereto or accountability therefor, to the end that Landlord may have, hold

and enjoy the Premises, provided however, in no event, shall any such re-entry be deemed an acceptance of surrender under this Lease; and

(b) Landlord, at its option, may relet the whole or any portion(s) of the Premises from time to time, either in the name of the Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, or on or after the date originally provided herein as the expiration date of the term hereof, at such rentals and upon such other conditions, which may include concessions and free rent period, as Landlord in its sole discretion may determine. Landlord shall have no obligation to relet the Premises or any portion thereof and shall in no event be liable for refusal or failure to relet the Premises or any portion thereof or, in the event of any such reletting, for failure to collect any rent due upon such reletting, and no such refusal or failure shall operate to release or relieve Tenant from any liability under this Lease or otherwise to affect such liability. Further, Landlord may make such repairs, improvements, alterations, additions, decorations and other physical changes in and to the Premises as Landlord in its sole discretion considers advisable or necessary in connection with any such reletting or proposed reletting, without releasing or relieving Tenant from any liability under this Lease or otherwise affecting any such liability.

The word “reenter,” as used herein, is not restricted to its technical legal meaning. If this Lease is terminated under the provisions of Article 24 hereof, or if Landlord shall reenter the Premises under the provisions of this Article 25, or in the event of the termination of this Lease, or reentry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall thereupon pay to Landlord Fixed Rent and Additional Rent payable up to the time of such termination of this Lease or of such recovery of possession of the Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 26 hereof.

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

25.03 If this Lease shall terminate under the provisions of Article 24 hereof, or if Landlord shall reenter the Premises under the provisions of this Article 25, or in the event of the termination of this Lease, or of reentry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all monies, if any, paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such monies shall be credited by Landlord against any Fixed Rent or Additional Rent due from Tenant at the time of such termination or reentry or, at Landlord’s option, against any damages payable by Tenant under Article 26 hereof or pursuant to law.

## ARTICLE 26

### Damages

26.01 If this Lease is terminated under the provisions of Article 24 hereof, or if Landlord shall reenter the Premises under the provisions of Article 25 hereof, or in the event of the termination of this Lease, or of reentry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of the Tenant, Tenant shall pay to Landlord as damages, at the election of Landlord, either:

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

aggregate amount of Fixed Rent and Additional Rent which would have been payable by Tenant (conclusively presuming the average monthly Additional Rent to be the same as were payable for the last twelve (12) calendar months, or if less than twelve (12) calendar months have then elapsed since the Commencement Date, all of the calendar months immediately preceding such termination or reentry) for the period commencing with such earlier termination of this Lease or the date of any such reentry, as the case may be, and ending with the date contemplated as the expiration date hereof if this Lease had not so terminated or if Landlord had not so reentered the Premises, over (ii) the aggregate fair market rental value of the Premises for the same period, both discounted to present value at a rate per annum equal to the then current interest rate on U.S. Treasury bills having maturities approximating as closely as practicable the balance of the Term then remaining; or

(b) sums equal to Fixed Rent and Additional Rent which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so reentered the Premises, payable upon the due dates therefor specified herein following such termination or such reentry and until the date contemplated as the expiration date hereof if this Lease had not so terminated or if Landlord had not so reentered the Premises, provided, however, that if Landlord shall relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease or in reentering the Premises and in securing possession thereof, as well as the expenses of reletting, including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions, legal fees, and all other expenses properly chargeable against the Premises and the rental therefrom, it being understood that any such reletting may be for a period shorter or longer than the remaining Term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents, over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this subdivision to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually received by Landlord. If the Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot basis shall be made of the rent received from such reletting and of the expenses of reletting.

If this Lease is terminated for Tenant's default prior to the Commencement Date, then for the purposes of this Article 26, this Lease shall be deemed to have commenced on the day prior to the date of such termination.

If the Premises or any part thereof be relet by Landlord for the unexpired portion of the Term of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall prima facie, be the fair and reasonable rental value for the Premises, or part thereof, so relet during the term of the reletting. Landlord shall not be liable in any way whatsoever for its failure or refusal to relet the Premises or any part thereof, or if the Premises or any part thereof are relet, for its failure to collect the rent under such reletting, and no such refusal or failure to relet or failure to collect rent shall release or affect Tenant's liability for damages or otherwise under this Lease.

26.02 Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired if it had not been so terminated under the provisions of Article 24 hereof, or had Landlord not reentered the Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant or any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove for and obtain as damages by reason of the termination of this Lease or reentry on the Premises for the default of Tenant under this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing

the proceedings in which, such damages are to be proved whether or not such amount be greater than any of the sums referred to in Section 26.01.

26.03 In addition, if this Lease is terminated under the provisions of Article 24 hereof, or if Landlord shall reenter the Premises under the provisions of Article 25 hereof, Tenant agrees that:

(a) the Premises then shall be in the condition in which Tenant has agreed to surrender the same to Landlord at the expiration of the Term;

(b) Tenant shall have performed prior to any such termination any obligation of Tenant contained in this Lease for performance of any Tenant Changes or for restoring or rebuilding the Premises or any part thereof; and

(c) for the breach of any obligation of Tenant set forth in this Section 26.03, Landlord shall be entitled immediately, without notice or other action by Landlord, to recover, and Tenant shall pay as damages therefor, the cost of performing such obligation (as reasonably estimated by an independent contractor selected by Landlord).

## ARTICLE 27

### Affirmative Waivers

27.01 Tenant, on behalf of itself and any and all persons claiming through or under Tenant, does hereby waive and surrender all right and privilege which it, they or any of them 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 being dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the termination of this Lease as provided in this Lease.

27.02 Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, including, without limitation, any claim of injury or damage, and any emergency and other statutory remedy with respect thereto.

27.03 Tenant shall not interpose any counterclaim of any kind in any action or proceeding commenced by Landlord to recover possession of the Premises, other than any compulsory counterclaim.

## ARTICLE 28

### Roof Rights

28.01 Tenant shall have the non-exclusive right to install, remove, replace, repair, maintain and operate on the available space on the roof of the Building, at Tenant's sole cost and expense, (i) a supplemental air conditioning unit to serve Tenant's work dispatch and scheduling center, which unit(s) shall not exceed a capacity of sixteen (16) tons of cooling capacity per floor, (ii) the Air Duct Grille and (iii) satellite antennas and other communications systems, ancillary to Tenant's business operations (collectively, "**Telecommunications Equipment**") and any required and ancillary support equipment for both systems (hereinafter collectively referred to as the "**Installations**"), at a location reasonably designated by Landlord for the installation and operation thereof (which shall have an area of approximately 10' x 12'), subject to all of the terms, covenants and conditions of this Lease (including, without limitation, Article 15), and subject to Landlord's prior written approval, including, without limitation, approval of the applicable Installations and as to the size, weight, location and method of attachment, all of which approvals



shall be withheld or granted in accordance with Article 15. Landlord's approval shall also be required for modifications to, and the removal of, the Installations, which approval shall be withheld or granted in accordance with Article 15. In no event shall any solar panels be permitted to be installed by Tenant on the roof of the Building. In connection with Tenant's installation, removal, replacement, repair, maintenance and operation of its Installations, Tenant shall comply with all Legal Requirements and shall procure, maintain and pay for all permits and licenses required therefor, including all renewals thereof. Landlord shall reasonably cooperate with Tenant to assist Tenant in obtaining such permits and licenses, at no cost to Landlord. The parties agree that Tenant's use of the roof of the Building is a non-exclusive use and Landlord may permit the use of any other portion of the roof by any other person for any use, including the installation of satellite antennas, generators and/or communications systems. Tenant shall ensure that its use of the roof does not impair such other person's data transmission and reception via antennas, satellites and support equipment, if any, and Landlord shall reasonably cooperate with Tenant to ensure that such other person's devices and equipment on the roof of the Building shall not similarly interfere with Tenant's Installations; provided, however, that Landlord shall have no liability to Tenant whatsoever for any such interference with the Installations caused thereby. Tenant, at its sole cost and expense, shall install any screening device reasonably requested by Landlord at any time to ensure that the Installations cannot be viewed or seen by the public and, if such screening device is installed, it shall be deemed to be an Installation under this Article 28.

28.02 In no event shall the maximum level of emissions from any Installations exceed a reasonable portion of the total emissions allowable for the Building under applicable Legal Requirements, taking into account the number of rooftop installations at the Building.

28.03 Tenant shall not be obligated to pay Fixed Rent for the use of the roof in connection with the Installations (nor shall Tenant's Tax Share, Tenant's Operating Expense Share or Tenant's BID Share be increased thereby). Tenant shall pay for all electrical service required for Tenant's use of the Installations in accordance with Article 4 of this Lease. Tenant shall be responsible for connecting the Installations and the Premises via the conduit space provided for in Section 8.07 of this Lease. Tenant's use of the roof space and of such shafts and risers in accordance with the terms and conditions of this Article 28 shall be subject to all of the terms and conditions of this Lease, including, without limitation, Article 5, Article 15 and Article 17.

28.04 Notwithstanding anything to the contrary contained in this Lease, Tenant, at Tenant's sole cost and expense, shall promptly repair any and all damage to the roof of the Building and to any part of the Building caused by or resulting from the installation, maintenance and repair, operation or removal of the Installations erected or installed by Tenant pursuant to this Article 28. Tenant further covenants and agrees that the Installations and any related equipment erected or installed by Tenant pursuant to this Article 28 shall be erected, installed, repaired, maintained and operated by Tenant at the sole cost and expense of Tenant and without charge, cost or expense to Landlord.

28.05 The Installations and related equipment installed by Tenant pursuant to this Article 28 shall be Tenant's Property, and, upon the expiration or earlier termination of the term of this Lease shall be removed by Tenant, at Tenant's sole cost and expense, and Tenant shall repair any damage to the roof of the Building, or any other portion or portions of the Building caused by or resulting from said removal.

28.06 Landlord may require Tenant to (x) relocate the Installations and related equipment, at Landlord's expense, to another reasonably suitable portion of the roof upon sixty (60) days' notice to Tenant, or (y) remove the Installations and related equipment (and restore the roof of the Building to the condition existing immediately prior to such installation), at Tenant's expense, if the existence of the Installations and related equipment shall be in direct, unappealable violation of any applicable Legal Requirements.

## ARTICLE 29

### Surrender

29.01 On the Expiration Date or upon any earlier termination of this Lease, or upon any reentry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord “broom-clean” and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of Tenant’s Property therefrom except as otherwise expressly provided in this Lease. Tenant shall not be required to remove any Tenant Changes other than (i) Tenant Changes located outside of the Premises, and all beam cuts, slab penetrations and floor openings, kitchens, vaults, safes, shower facilities, fitness centers, private or executive or satellite restrooms, raised or reinforced flooring, floor penetrations, stone flooring, subflooring structures, structural reinforcements, auditoria, dumbwaiters, conveyors, main frame computer and/or data centers, copying centers, libraries, medical facilities, electrical and telecommunications risers, conduits and lines, supplemental HVAC equipment, back-up energy supply systems, generators, fuel tanks and UPS equipment and staircases between any floors within the Premises (including, without limitation, the stairway pathway hole through the slab between such floors) installed by or on behalf of Tenant, or by or on behalf of any person claiming by, through or under Tenant, after the date of this Lease (the items described in this clause (i) are referred to herein as “**Non-Standard Items**”) and (ii) in addition to the Non-Standard Items, items installed by or on behalf of Tenant, or by or on behalf of any person claiming by, through or under Tenant, after the date of this Lease which are unusually difficult and/or expensive to demolish or remove as determined by Landlord in its sole discretion (the items described in this clause (ii) are referred to herein as “**Additional Non-Standard Items**”); provided, however, that if Landlord notifies Tenant in writing at least ninety (90) days prior to the Expiration Date or such earlier date upon which the Term of this Lease shall expire that Landlord desires all or any of such Non-Standard Items and/or Additional Non-Standard Items to remain in the Premises, then any such items designated in such notice shall remain in the Premises and shall not be removed. At the time Tenant submits plans and specifications to Landlord for approval in connection with any Tenant Change, Tenant may request that Landlord identify any Additional Non-Standard Items that Tenant will be required to remove upon the expiration or earlier termination of the Term of this Lease. Tenant’s obligations under this Section shall survive the expiration or sooner termination of the Term hereof.

29.02 If Landlord or Landlord’s managing, rental or other agent accepts from Tenant one or more keys to the Premises in order to assist Tenant in showing the Premises for subletting or other disposition or for the performance of work therein for Tenant or for any other purpose, the acceptance of such key or keys shall not constitute an acceptance of a surrender of the Premises nor a waiver of any of Landlord’s rights or Tenant’s obligations under this Lease including, without limitation, the provisions relating to assignment and subletting and the condition of the Premises.

## ARTICLE 30

### Curing Tenant’s Defaults

If Tenant shall be in default beyond any applicable notice and cure period in the observance or performance of any term, covenant or condition of this Lease on Tenant’s part to be observed or performed, Landlord may, without thereby waiving such default and without liability to Tenant in connection therewith, remedy such default on the account of Tenant, immediately and without notice in the case of an emergency or in case this Lease shall have expired or been terminated, or in any other case, if Tenant shall fail to remedy such default after notice by Landlord and before the expiration of any applicable cure period. If Landlord makes any expenditures, incurs any obligations for the payment of money in connection therewith, or sustains or incurs any damages or fines, due to such non-observance or non-performance by

Tenant, including, but not limited to, reasonable attorneys' fees and disbursements in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations, damages and fines sustained or incurred, together with interest at the Interest Rate (as such term is defined in Section 35 hereof) and costs, shall be paid by Tenant to Landlord, as Additional Rent, within thirty (30) days of rendition of any bill or statement to Tenant therefor.

## ARTICLE 31

### Damage or Destruction

31.01 (a) If the Unit, the Building or the Premises shall be partially or totally damaged or destroyed by fire or other casualty (and if this Lease shall not be terminated as in this Article 31 hereinafter provided), (a) Landlord shall repair the damage to and restore and rebuild the Unit and the core and shell of the Premises (excluding the Leasehold Improvements and Tenant's Property) with reasonable dispatch after notice to it of the damage or destruction and the collection of the insurance proceeds attributable to such damage ("**Landlord's Restoration Work**"), and (b) Tenant shall repair the damage to and restore and repair all of the Leasehold Improvements and Tenant's Property with reasonable dispatch after such damage or destruction dispatch after the substantial completion of Landlord's repairs and restoration of the core and shell of the Premises provided for in clause (a) above ("**Tenant's Restoration Work**").

(b) Notwithstanding anything to the contrary contained in this Article, if in Landlord's commercially reasonable judgment, it would be appropriate for safety reasons, health reasons or the efficient operation or restoration of the Building (including restoration of the life safety systems or removal of hazardous materials) for Landlord to perform all or a portion of Tenant's Restoration Work on behalf of Tenant, then (i) Landlord shall give Tenant a notice specifying the portion of Tenant's Restoration Work to be performed by Landlord ("**Specified Restoration Work**"), (ii) Landlord shall perform such Specified Restoration Work and (iii) Tenant shall pay to Landlord (or Landlord shall retain from the insurance proceeds paid to Landlord in accordance with Section 31.01(a) hereof) the cost of such Specified Restoration Work within thirty (30) days following the giving of Landlord's written demand therefor. Tenant shall promptly permit Landlord access to the Premises for the purpose of performing the Specified Restoration Work and any restoration work to the Building which is not the responsibility of Tenant hereunder. If required by Landlord in connection with the performance of the Specified Restoration Work or Landlord's Restoration Work, Tenant shall promptly remove from the Premises all or such items of Tenant's Property as Landlord may require by written notice ("**Tenant's Property Removal Obligation**"). In the event that Tenant fails to comply with Tenant's Property Removal Obligation within ten (10) Business Days after the giving of such written notice by Landlord, Landlord shall have the right to remove and store such Tenant's Property at Tenant's sole cost and expense and with no liability to Landlord. Tenant shall be solely responsible for arranging for any visits to the Premises by Tenant's insurance adjuster that may be desired by Tenant prior to the performance by Landlord or Tenant of Tenant's Property Removal Obligation or the performance by Landlord of Landlord's Restoration Work or the Specified Restoration Work and Landlord shall be under no obligation to delay the performance of same, nor shall Landlord have any liability to Tenant, in the event that Tenant fails to do so.

31.02 Subject to the provisions of Section 31.05 hereof, if on account of any fire or other casualty all or part of the Premises shall be untenantable or inaccessible by reason of any damage or destruction required by this Lease to be repaired or restored by Landlord, Fixed Rent and Additional Rent under Article 1 hereof shall be abated in the proportion that the untenantable or inaccessible area of the Premises bears to the total area of the Premises, for the period from the date of the fire or other casualty to the earlier of (i) the date the damage or destruction so required to be repaired or restored by Landlord has been substantially repaired or restored (provided, however, that if such repairs or restoration would have

been substantially completed at an earlier date but for Tenant's having failed to reasonably cooperate with Landlord in effecting the same and Landlord shall have provided to Tenant reasonable documentation of such failure and that the same was the sole cause of such delay, then such damage or destruction shall be deemed to have been substantially repaired or restored on such earlier date) and (ii) the date the Premises are accessible for the performance of repairs and restorations required to be performed by Tenant hereunder; provided, however, should Tenant reoccupy a portion of the Premises prior to the aforesaid date, Fixed Rent and Additional Rent under Article 1 hereof allocable to such reoccupied portion of the Premises bears to the total area of the Premises, shall be payable by Tenant from the date of such occupancy.

31.03 (a) If the Unit shall be totally damaged or destroyed by fire or other casualty, or if the Building shall be so damaged or destroyed by fire or other casualty (whether or not the Premises are damaged or destroyed) that its repair or restoration will require more than two hundred seventy (270) days or the expenditure of more than thirty (30%) percent of the full insurable value of the Unit immediately prior to the casualty, Landlord may terminate this Lease by giving Tenant notice to such effect within sixty (60) days after the date of the casualty. For the purpose of this Section only, "full insurable value" shall mean replacement cost less the cost of footings, foundations and other structures below the street and first floors of the Unit.

(b) If damage or loss of the extent referred to in Section 31.03(a) shall occur during the last two (2) years of the Term, either party may elect to terminate this Lease by delivering written notice thereof to the other party within sixty (60) days after the date of such damage or loss, in which event this Lease shall terminate on the date specified in the notice which date will be no earlier than thirty (30) days and no later than sixty (60) days after the termination notice is given. Notwithstanding anything to the contrary contained in this Lease, if this Lease shall be terminated by Landlord or Tenant pursuant to this Article 31, the proceeds of policies providing coverage for alterations, improvements and betterments including, without limitation, Tenant Changes, shall be paid to Landlord to the extent of the then unamortized Landlord's Contribution.

(c) If the Premises or any part thereof or the means of access thereto or Building Systems servicing same shall be damaged by fire or other casualty, and Landlord is required to or elects to repair and restore the Premises, Landlord shall, within ninety (90) days after such damage or destruction (which ninety (90) day period shall be subject to extension by reason of Force Majeure Causes), provide Tenant with a written notice of the estimated date on which the restoration of the Premises shall be substantially completed. If such estimated date is more than eighteen (18) months after the date of such damage or destruction, Tenant may terminate this Lease by notice to Landlord, which notice shall be given within thirty (30) days after the date Landlord provides the notice required by the preceding sentence, and such termination shall be effective upon the giving of Tenant's notice. Failure by Tenant to provide such notice within such thirty (30) day period shall be deemed an election by Tenant not to terminate this Lease.

31.04 Tenant shall not be entitled to terminate this Lease and Landlord shall have no liability to Tenant for inconvenience, loss of business or annoyance arising from repair or restoration of the Premises, the Unit or the Building or any portion of either pursuant to this Article 31. Landlord shall use reasonable efforts to make such repair or restoration promptly and in such manner as not unreasonably to interfere with Tenant's use and occupancy of the Premises, but Landlord shall not be required to do such repair or restoration work except during Business Hours of Business Days.

31.05 Notwithstanding any of the foregoing provisions of this Article 31, if by reason of some act or omission on the part of Tenant or any Tenant Party either (a) Landlord, the Condominium or any Superior Lessor or any Mortgagee shall be unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to damage or destruction of the Premises, the Unit or the Building by fire or other casualty, or (b) the Premises, the Unit or the Building shall be damaged or

destroyed or rendered completely or partially untenable on account of fire or other casualty, then, without prejudice to any other remedies which may be available to Landlord against Tenant, there shall be no abatement or reduction of Fixed Rent or Additional Rent. Nothing contained in this Article 31 shall relieve Tenant from any liability that may exist as a result of any damage or destruction by fire or other casualty.

31.06 The provisions of this Article 31 shall be deemed an express agreement governing any case of damage or destruction of the Building, the Unit or the Premises, or any part thereof, by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

## ARTICLE 32

### Eminent Domain

32.01 In the event that all of the Building, all of the Unit or all of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the Term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title. In the event that a part of the Premises shall be so condemned or taken or in the event that a part of the Building and/or the Unit but no part of the Premises shall be so condemned or taken then Landlord may terminate this Lease and the Term and estate hereby granted as of the date of such vesting of title by notifying Tenant in writing of such termination within sixty (60) days following the date on which Landlord shall have received notice of vesting of title. If Landlord does not elect to terminate this Lease as aforesaid, this Lease shall be and remain unaffected thereby, except that, if a part of the Premises shall have been condemned or taken, effective as of the date of vesting of title, Fixed Rent and Additional Rent under Article 1 shall be abated in an amount thereof apportioned according to the area of the Premises so condemned or taken.

32.02 In the event of its termination in any of the cases hereinbefore provided, this Lease and the Term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the Expiration Date, and Fixed Rent and Additional Rent payable hereunder shall be apportioned as of such date.

32.03 In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Building, the Unit or the Premises, Landlord shall be entitled to receive the entire award of the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant. Tenant hereby expressly 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. Notwithstanding the foregoing, Tenant shall have the right to enter a separate claim for the unamortized costs of any Tenant Changes, moving expenses and the value of any fixtures, equipment, improvements and appurtenances which Tenant shall be permitted to remove from the Premises pursuant to Section 18.01 and Section 29.01, provided, however, any such award shall not result in a reduction of Landlord's award.

32.04 In the event of any taking of less than the whole of the Premises which does not result in a termination of this Lease, Landlord shall proceed with reasonable diligence to repair, alter and restore the remaining parts of the Premises (exclusive of Tenant Changes and Tenant Property) to substantially their former condition to the extent that the same may be feasible and may be accomplished without expenditure of funds in excess of the proceeds awarded for purposes of such work.

## ARTICLE 33

### Subordination and Attornment

33.01 This Lease is subject and subordinate to each and every ground, overriding or underlying lease of the Land, the Unit or the Building heretofore or hereafter made by Landlord, including, without limitation the Ground Lease (collectively the “**Superior Leases**”) and to each and every trust indenture and mortgage, including, without limitation, leasehold mortgages whether such trust indenture, mortgage or leasehold mortgage shall cover other lands or buildings or leases (collectively the “**Mortgages**”) which may now or hereafter affect all or any part of the Land, the Unit, the Building or any such Superior Lease and the leasehold interest created thereto, substitutions therefor, and advances made thereunder. This Article 33 shall be self-operative and no further instrument of subordination need be delivered for the subordination described herein to be effective. However, Tenant shall execute promptly any certificate that Landlord, the lessor under any such Superior Lease or the holder of any such Mortgage may request and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant’s attorney-in-fact, coupled with an interest, to execute any such certificate(s) for and on behalf of Tenant if Tenant shall fail to do so within five (5) days after request from Landlord. The lessor of a Superior Lease or its successor-in-interest at the time referred to is sometimes hereinafter called a “**Superior Lessor**”, and the holder of a Mortgage or its successor-in-interest at the time referred to is sometimes hereinafter called a “**Mortgagee**”. A Mortgagee may elect that this Lease shall have priority over its Mortgage and upon notification of the Tenant by such party, this Lease shall be deemed to have priority over such Mortgage, regardless of the date of this Lease.

33.02 In the event of any act or omission of Landlord which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given written notice of such act or omission to each Mortgagee and Superior Lessor whose name and address shall previously have been furnished to Tenant in writing, and (b) until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Mortgagee and Superior Lessor shall have become entitled under its Mortgage or Superior Lease to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice to effect such remedy).

33.03 If, at any time prior to the termination of this Lease, any Superior Lessor or Mortgagee or any person, or any Superior Lessor’s or Mortgagee’s or such person’s successors or assigns (Superior Lessor, Mortgagee and any such person, successor or assign being herein collectively referred to as “**Successor Landlord**”) shall succeed to the rights of Landlord under this Lease through possession or foreclosure action or delivery of a new lease or a deed or otherwise, Tenant agrees, subject to the terms of any existing non-disturbance and attornment agreement, at the election and upon request of any such Successor Landlord, from time to time, to fully and completely attorn to and recognize any such Successor Landlord, as Tenant’s landlord under this Lease upon the then executory terms of this Lease; provided such Successor Landlord shall agree in writing to accept Tenant’s attornment. The foregoing provisions of this Section shall inure to the benefit of any such Successor Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of a Superior Lease or foreclosure of a Mortgage and shall be self-operative upon any such demand; and no further instrument shall be required to give effect to said provisions. Tenant, however, upon demand of any such Successor Landlord, shall execute, from time to time, instruments to evidence and confirm the foregoing provisions of this Section (including, if Successor Landlord shall so request, a new lease on terms identical to this Lease), satisfactory to any such Successor Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy and Tenant hereby constitutes and appoints Successor Landlord attorney-in-fact for Tenant to execute any such instrument for and on behalf of Tenant, such appointment being coupled with an

interest. Upon such attornment this Lease shall continue in full force and effect as a direct lease between such Successor Landlord and Tenant upon all of the then executory terms of this Lease except that such Successor Landlord shall not be (a) liable for any previous act or omission or negligence of Landlord under this Lease, unless and only to the extent that such Successor Landlord shall have received notice thereof and such act or omission is continuing; (b) subject to any counterclaim, defense or offset, which theretofore shall have accrued to Tenant against Landlord; (c) bound by any previous modification or amendment of this Lease or by any previous prepayment of more than one month's Rent, unless such modification, amendment or prepayment shall have been approved in writing by the Superior Lessor or Mortgagee through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease; (d) be obligated to perform or complete any alteration of the Premises; (e) liable for any security deposited pursuant to this Lease unless such security shall have actually been delivered to Successor Landlord; (f) obligated to repair the Premises or the Building or any part thereof in the event of a fire or casualty, beyond such repair as can reasonably be accomplished from the net proceeds of insurance actually made available to Successor Landlord; or (g) obligated to repair the Premises or the Building or any part thereof, in the event of partial condemnation beyond such repair as can reasonably be accomplished from the net proceeds of any award actually made available to Successor Landlord. Nothing contained in this Section 33.03 shall be construed to impair any right otherwise exercisable by any such Superior Lessor, Mortgagee or Successor Landlord. Notwithstanding the foregoing, with respect to the Ground Lease, Section 13.10 of the Ground Lease is hereby incorporated into this Lease by reference as if set forth herein in its entirety (*mutatis mutandis*), except that the term (i) "Sublease" used therein shall mean and refer to this Lease, (ii) "this Lease" used therein shall mean and refer to the Ground Lease, and (iii) "Subtenant" used therein shall mean and refer to Tenant. In the event of any conflict or inconsistency between the terms of this Section 33.03 and the terms of any SNDA (as such term is hereinafter defined), the terms of the applicable SNDA shall govern and control.

33.04 If any prospective mortgagee of the Land, Building or any leasehold interest therein requires, as a condition precedent to issuing its loan, the modification of this Lease in such manner as does not materially lessen Tenant's rights or materially increase its obligations hereunder, Tenant, within ten (10) days of request, shall execute and deliver such confirming documents therefor as such mortgagee requires.

33.05 Landlord represents to Tenant that, as of the Effective Date, (i) a Superior Mortgage is held by each of The Bank of New York Mellon ("**BONY**") and Deutsche Bank, AG, New York Branch ("**DB**"), (ii) there are no other existing Superior Mortgages, and (iii) the sole existing Superior Lease is the Ground Lease. Promptly after the Effective Date, (x) Landlord shall obtain an SNDA from each of BONY and DB, and (y) Landlord shall use commercially reasonable efforts to obtain an SNDA from the ground lessor under the Ground Lease.

33.06 Landlord shall use commercially reasonable efforts to obtain from any future Superior Mortgagee and/or Superior Lessor an SNDA. Notwithstanding anything contained in this Section 33.06 to the contrary, Landlord's failure to obtain an SNDA from any future Superior Mortgagee and/or Superior Lessor shall not be a default by Landlord hereunder or otherwise entitle Tenant to any rights or remedies; provided, however, that in the event of any such failure, this Lease shall not be subordinate to the Superior Mortgage held by any such Superior Mortgagee from whom Landlord failed to obtain such SNDA or to the Superior Lease under which any such Superior Lessor from whom Landlord failed to obtain such SNDA is the lessor, as the case may be.

33.07 The term "**SNDA**" means (i) a subordination, non-disturbance and attornment agreement in such form as is customarily used by the applicable Superior Mortgagee, (ii) with respect to the Ground Lease, a subordination, non-disturbance and attornment agreement substantially in such form annexed to the Ground Lease as Exhibit X, and (iii) with respect to any other Superior Lease, a

subordination, non-disturbance and attornment agreement in such form as is customarily used by the applicable Superior Lessor. Tenant shall reimburse Landlord, within thirty (30) days after demand, for all documented and reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by Landlord in obtaining or attempting to obtain any SNDA.

## ARTICLE 34

### Notices

34.01 Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to this Lease or pursuant to any Legal Requirements (collectively, "**notices**") shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made only if sent by (a) registered or certified mail, return receipt requested, posted in a United States post office station or letter box in the continental United States, (b) nationally recognized overnight courier (e.g., Federal Express) with verification of delivery requested or (c) personal delivery with verification of delivery requested, in any of such cases addressed as follows:

If to Landlord:

FC Hanson Office Associates, LLC  
c/o Brookfield Properties  
250 Vesey Street, 15th Floor  
New York, New York 10281-1023  
Attention: Executive Vice President, Director of Leasing

with a copy to:

FC Hanson Office Associates, LLC  
c/o Brookfield Properties  
250 Vesey Street, 15th Floor  
New York, New York 10281-1023  
Attention: General Counsel

and if to Tenant as follows:

National Grid USA Service Company, Inc.  
40 Sylvan Road  
Waltham, Massachusetts 02451  
Attention: Michael E. Guerin – Property Strategy

with a copy to:

National Grid  
175 East Old Country Road  
Hicksville, New York 11801  
Attention: Bernard Soebke, Legal Department

and shall be deemed to have been given, rendered or made as of the date of delivery; 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 as indicated by affidavit or on the return receipt or by notice of the postal service, as the case may be. Either party may, by notice as aforesaid, designate a different address or addresses for notices



intended for it. Notwithstanding the foregoing, with respect to an occurrence presenting imminent danger to the health or safety of persons or damage to property in, on or about the Building, notices may be hand delivered to Tenant at the Premises, provided that the same notice is also sent in the manner set forth above.

34.02 Notices hereunder from Landlord may be given by Landlord's managing agent, if one exists, or by Landlord's attorney. Notices hereunder from Tenant may be given by Tenant's attorney. Notwithstanding the provisions of this Article 34, bills may be rendered by mailing them to Tenant by first-class mail at the Premises or by delivering them to Tenant at the Premises, in either case, without the necessity of a receipt and without providing a copy of such bills to any other party.

34.03 In addition to the foregoing, either Landlord or Tenant may, from time to time, request in writing that the other party serve a copy of any notice on one other person or entity designated in such request, such service to be effected as provided in Section 34.01 or 34.02.

## ARTICLE 35

### Definitions

For the purposes of this Lease, the following terms and phrases have the meanings indicated:

(a) **“Comparable Buildings”** shall mean first-class office or mixed-use office buildings located in downtown Brooklyn which are comparable to the Building.

(b) **“Ground Lease”** shall mean that certain Atlantic Terminal Office Lease, dated as of October 31, 2002, between Metropolitan Transportation Authority and Long Island Rail Road Company, collectively as landlord, and Landlord, as tenant, as the same may be amended, supplemented or otherwise modified from time to time.

(c) **“Insurance Requirements”** shall mean all requirements of any insurance policy covering or applicable to all or any part of the Real Property or the Premises or the use thereof, all requirements, policies or recommendations of the issuer of any such policy and all orders, rules, regulations, requirements, policies or recommendations of the New York Board of Fire Underwriters or the Insurance Services Office or any other body exercising the same or similar functions or any insurance rating agency (e.g. Factory Mutual).

(d) **“Interest Rate”** shall mean an interest rate equal to five percent (5%) above the so-called annual “Base Rate” of interest established and approved by Citibank, N.A., New York, New York (or its successor), from time to time, as its interest rate charged for unsecured loans to its corporate customers (**“Base Rate”**), but in no event greater than the highest lawful rate from time to time in effect.

(e) **“Landlord”** shall mean only the owner, at the time in question, of the Premises, or, if a Superior Lease of the Premises exists, then the tenant under such Superior Lease of the Premises.

(f) **“Landlord Parties”** shall mean (1) Landlord, and any principal, partner, member, officer, stockholder, director, employee or agent of Landlord or of any partner or member of any partnership constituting Landlord, disclosed or undisclosed, (2) any Superior Lessor and any principal, partner, member, officer, stockholder, director, employee or agent thereof, (3) any Mortgagee and any principal, partner, member, officer, stockholder, director, employee or agent thereof; Landlord Party shall have the corresponding singular meaning and (4) the Condominium, The Atlantic Terminal Condominium

Association, Inc., and any member of the Board of Managers, principal, partner, member, officer, stockholder, director, employee or agent thereof.

(g) **“Leasehold Improvements”** shall mean all of the fixtures, equipment and leasehold improvements and betterments attached to or built into the Premises at the commencement or after the commencement of the Term of this Lease, regardless of whether the same were paid for by Landlord or Tenant or initially installed prior to or during the Term of this Lease, including, without limitation, Landlord’s Work and all of the Tenant Changes, all interior partitioning, flooring (other than the structural floor slab) and floor and wall coverings, suspended ceiling system, above ceiling installations, lighting, millwork, staircases, all Supplemental AC Systems, and the entire distribution system for all of the Building Systems that serve the Premises up to the point at which such distribution system connects to the Building System (e.g., the entire air distribution ceiling duct system to the point at which the same connects to the main distribution duct for the Premises located in the core area of the Building (but not the perimeter heating units located around the perimeter of the Premises) the entire electrical distribution system to the panel box that serves the Premises, all water and waste lines and fixtures to the point at which the same connect to the vertical pipes and wet columns located in the core of the Building, and the portion of the “Class E” fire safety system within the Premises) and any of the Tenant Changes made outside the Premises. Leasehold Improvements shall not include any of Tenant’s Property.

(h) **“Legal Requirements”** shall mean laws, statutes and ordinances (including codes, approvals, permits and regulations) and the orders, rules, regulations, interpretations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other sub-divisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, and all requirements, obligations and conditions of all instruments of record which may be applicable to the Real Property or the Premises or any part thereof or the streets, roads, avenues, sidewalks, curbs, or areas or vaults adjacent thereto.

(i) **“Named Tenant”** shall mean National Grid USA Service Company, Inc..

(j) **“National Grid Tenant”** shall mean any assignee of the Named Tenant to whom the interest of the Named Tenant may be assigned, without Landlord’s consent or approval, pursuant to a Permitted Transfer.

(k) **“Person”** shall mean and include any one or more natural persons, partnerships, trusts, corporations, companies, associations, LLCs, or any other form of legal entity.

(l) **“Tenant”** shall mean the Tenant herein named or any assignee or other successor in interest (immediate or remote) of the Tenant herein named, which at the time in question is the owner of the Tenant’s estate and interest granted by this Lease; but the foregoing provisions of this subsection shall not be construed to permit any assignment of this Lease or to relieve the Tenant herein named or any assignee or other successor in interest (whether immediate or remote) of the Tenant herein named from the full and prompt payment, performance and observance of the covenants, obligations and conditions to be paid, performed and observed by Tenant under this Lease.

(m) **“Tenant Parties”** shall mean Tenant and any subtenant and any principal, partner, member, officer, stockholder, director, employee, agent, contractor, architect, engineer, servant, licensee, guest or invitee thereof; Tenant Party shall have the corresponding singular meaning.

(n) The words “Tenant hereby indemnifies Landlord against liability” and words of similar import shall mean that Tenant hereby agrees to and hereby does indemnify, hold and save all Landlord Parties harmless from and against any and all loss, cost, liability, claim, action, proceeding,

damage, fine, penalty and expense, including reasonable attorneys' fees and disbursements incurred by any Landlord Party in the investigation or defense of any claim, action or proceeding made or brought against such Landlord Party, including any separate attorneys fees and disbursement incurred by such Landlord Party in any claim, action or proceeding being resisted, defended or settled by Tenant as hereinafter provided. Upon demand by Landlord Tenant shall either resist, defend or satisfy such claim, action or proceeding in such Landlord Party's name, by the attorneys for, or approved by, Tenant's insurance carrier (if such claim, action or proceeding is covered by insurance) or by such other attorneys as Landlord shall approve, such approval not to be unreasonably withheld. All indemnity provisions of this Lease shall survive the Expiration Date.

(o) The words "Landlord shall have no liability to Tenant" or "the same shall be without liability to Landlord" or "without incurring any liability to Tenant therefor" and words of similar import shall 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 hereunder, 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 of occupancy of the Premises.

## ARTICLE 36

### Extension of Term

36.01 Tenant shall have the right to extend the Term of this Lease for (i) one (1) additional term of five (5) years (the "**First Extension Term**"), commencing on the day immediately following the Initial Expiration Date and ending on the fifth (5<sup>th</sup>) anniversary of the Initial Expiration Date (the "**First Extension Term Expiration Date**"), (ii) one (1) additional term of five (5) years (the "**Second Extension Term**"), commencing on the day immediately following the First Extension Term Expiration Date and ending on the fifth (5<sup>th</sup>) anniversary of the First Extension Term Expiration Date (the "**Second Extension Term Expiration Date**") and (iii) one (1) additional term of five (5) years (the "**Third Extension Term**"); the First Extension Term, the Second Extension Term and the Third Extension Term, individually or collectively, as the context may require, the "**Extension Term**"), commencing on the day immediately following the Second Extension Term Expiration Date and ending on the fifth (5<sup>th</sup>) anniversary of the Second Extension Term Expiration Date, upon the same terms and conditions as provided in this Lease for the initial Term, except as set forth in Section 36.03.

36.02 The right to extend the Term is subject to the following:

(i) Tenant shall give Landlord notice of its election to extend the Term at least eighteen (18) months prior to the Fixed Expiration Date, the First Extension Term Expiration Date or the Second Extension Term Expiration Date, as the case may be, TIME BEING OF THE ESSENCE (an "**Extension Notice**");

(ii) Tenant shall not be in monetary or material non-monetary default under this Lease (after the giving of any required notice and the expiration of any applicable cure period) either as of the time of the giving of the applicable Extension Notice or as of the Fixed Expiration Date, the First Extension Term Expiration Date or the Second Extension Term Expiration Date, as the case may be; and

(iii) Tenant originally named herein or its Affiliate shall be leasing and in occupancy of at least two (2) contiguous full floors in the Unit, and there shall have been no assignment or sublease by Tenant, as of the time of the giving of the applicable Extension Notice and as of the commencement of the applicable Extension Term.

36.03 Rent payable during the applicable Extension Term shall be determined in accordance with this Section 36.03:

(i) The annual Fixed Rent for the Premises for the applicable Extension Term shall be the Fair Market Rent. The term “**Fair Market Rent**” means the fixed annual rent that a willing lessee would pay pursuant to a direct lease and a willing lessor would accept for the Premises during the applicable Extension Term, pursuant to a direct lease, determined on the basis of then current prevailing rent in the Building and other Class-A buildings in the downtown Brooklyn market for comparable space on a direct lease basis, taking into account all then relevant factors, whether favorable to Landlord or Tenant. Landlord shall not be obligated to grant any free rent periods or other concessions, perform any work for Tenant in the Premises, the Unit or the Building, provide any additional services, or make any other contribution to Tenant or to the Premises in connection with the applicable Extension Term, and none shall be utilized in the determination of Fair Market Rent.

(ii) If Tenant timely exercises a renewal option pursuant to this Section 36.03, then promptly after Tenant gives the Extension Notice to Landlord, Landlord shall notify Tenant (“**Landlord’s Rent Notice**”) of Landlord’s determination of the Fair Market Rent (“**Landlord’s Determination**”). Within sixty (60) days after Landlord gives Landlord’s Rent Notice to Tenant, Tenant shall either (x) deliver a written notice to Landlord (“**Tenant’s Rent Notice**”) specifying whether Tenant accepts or disputes Landlord’s Determination, and if Tenant disputes Landlord’s Determination, Tenant’s Rent Notice shall set forth Tenant’s determination of the Fair Market Rent or (y) deliver a written notice to Landlord (a “**Rescission Notice**”) specifying that Tenant elects to rescind Tenant’s exercise of the renewal option and delivery of the Extension Notice. If Tenant timely gives Landlord a Rescission Notice (or if Tenant fails to timely give Landlord Tenant’s Rent Notice or a Rescission Notice), then this Lease shall continue in full force and effect as if Tenant had never exercised the applicable renewal option and Tenant shall be deemed to have irrevocably waived the applicable renewal option (and the applicable renewal option and any remaining renewal options shall be null and void).

(iii) If Tenant timely gives Tenant’s Rent Notice to Landlord and disputes Landlord’s Determination, and Landlord and Tenant fail to agree as to the Fair Market Rent within thirty (30) days after the giving of Tenant’s Rent Notice, then the Fair Market Rent shall be determined as follows:

(a) Three (3) arbitrators, each having not less than ten (10) years of experience in the leasing of office space in first-class office buildings located in the downtown Brooklyn market (the “**Baseball Arbitrators**”) shall be selected or designated as follows:

(1) Landlord and Tenant shall, within ten (10) days, each appoint a senior officer of a recognized New York City leasing brokerage firm to act as an arbitrator on its behalf and at its expense; provided, however, that if either party fails to timely appoint an arbitrator, the party that appointed the first arbitrator shall be entitled to appoint a second arbitrator at the other party’s expense;

(2) Within ten (10) days after the appointment of the second arbitrator pursuant to Section 36.03(iii)(a)(1) hereof, the arbitrators thus appointed shall appoint a third senior officer of a recognized New York City leasing brokerage firm to act as an impartial third arbitrator to be paid jointly by Landlord and Tenant; and

(3) If the arbitrators appointed by the parties shall be unable to agree, within ten (10) days after the appointment of the second arbitrator, upon the appointment of a third arbitrator, they shall give written notice to the parties of such failure to agree, and, if the parties fail to agree upon the selection of such third arbitrator within ten (10) days after the arbitrators appointed by the parties give notice as aforesaid, then either party may apply to the AAA or, if the AAA shall fail or refuse to act, a court of competent jurisdiction in the State of New York, for the designation of the third arbitrator.

(b) Landlord and Tenant shall each submit to the Baseball Arbitrators selected or designated in accordance with the provisions of Section 36.03(iii)(a) hereof, and to the other, (1) Landlord's determination of the Fair Market Rent of the Premises, (2) Tenant's determination of the Fair Market Rent of the Premises (which amounts may be different from those submitted by the parties pursuant to Section 36.03(ii)) and (3) written evidence in support of such determination as such party desires.

(c) Each of the Baseball Arbitrators shall determine which of the two (2) rent determinations submitted in accordance with the provisions of Section 36.03(iii)(b) hereof more closely represents the Fair Market Rent of the Premises. The Baseball Arbitrators may not select any other rental value for the Premises other than one submitted by Landlord or Tenant. The agreed determination of at least two (2) of the three (3) Baseball Arbitrators shall be binding upon Landlord and Tenant and shall serve as the basis for the determination of Fixed Rent payable for the applicable Extension Term, subject to further adjustment as provided in this Lease. 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 and the applicable Extension Term, but the failure to so execute and deliver any such instrument shall not affect the determination of Fair Market Rent or the effectiveness of the extension of this Lease during such Extension Term.

(iv) If Tenant shall become obligated to pay annual Fixed Rent for the applicable Extension Term prior to the final determination of Fair Market Rent for such Extension Term then, pending such final determination, Tenant shall pay, as Fixed Rent for such Extension Term, an amount equal to Landlord's Determination. If, based upon the final determination of the Fair Market Rent, Fixed Rent payments made by Tenant for such portion of such Extension Term were (a) less than the Fair Market Rent payable for such Extension Term, Tenant shall pay to Landlord the amount of such deficiency within thirty (30) days after demand therefor or (b) greater than the Fair Market Rent payable for such Extension Term, Landlord shall credit the amount of such excess against installments of Fixed Rent and/or Additional Rent payable by Tenant next coming due.

(v) Each party shall pay the fees and expenses of the appraiser appointed by such party and of the witnesses called on its behalf and of its counsel, and one-half of the other expenses of the appraisal proceeding. In the event a third appraiser is necessary, Landlord and Tenant shall share the fees and expenses of the third appraiser equally.

36.04 Tenant shall continue to pay Additional Rent in accordance with the terms of the Lease.

36.05 Any termination, cancellation or surrender of the entire interest of Tenant under this Lease at any time during the Term hereof (or any Extension Term, if applicable) shall terminate any right of additional renewal of Tenant hereunder.

36.06 Except as specifically provided in this Article 36, all of the terms, covenants and conditions of this Lease shall continue in full force and effect during the applicable Extension Term, except that if Tenant exercises (i) the extension option for the First Extension Term, Tenant shall have no right to further renew or extend the Term other than Tenant's option for the Second Extension Term and the Third Extension Term, (ii) the extension option for the Second Extension Term, Tenant shall have no right to further renew or extend the Term other than Tenant's option for the Third Extension Term and (iii) the extension option for the Third Extension Term, Tenant shall have no right to further renew or extend the Term.

36.07 If Tenant does not timely send either the applicable Extension Notice pursuant to the provisions of this Article 36, Tenant shall be deemed to have irrevocably waived its renewal rights and this Article 36 shall have no force or effect and shall be deemed deleted from this Lease.

36.08 If Tenant exercises its right to extend the Term for an Extension Term pursuant to this Article 36, the phrases “Term,” “Term of this Lease” or “term hereof” as used in this Lease, shall be construed to include the Extension Term, as applicable.

## ARTICLE 37

### Expansion Option

37.01 (a) As used herein, the term “**Expansion Space**” means (i) the entire tenth (10<sup>th</sup>) floor of the Unit substantially shown on **Exhibit I** attached hereto (the “**10<sup>th</sup> Floor Expansion Space**”) and/or (ii) any portion of the thirteen (13<sup>th</sup>) floor of the Unit (the “**13<sup>th</sup> Floor Expansion Space**”) that, in each case, may be available for leasing on or prior to the date that is thirty (30) months after the Commencement Date. As used herein, the term “available for leasing” shall mean that (A) such space is not currently leased or occupied by another tenant or occupant and (B) Landlord is not negotiating a lease for such space. As used in this subsection the terms “negotiating” or “negotiations” shall mean that Landlord shall have submitted to or received a written proposal from a proposed tenant or occupant for the leasing, renewal, extension or expansion of such space, and, in the good faith determination of Landlord, negotiations with respect to such proposal are continuing.

(b) Provided that at the time Tenant delivers the Expansion Notice and on the Expansion Space Inclusion Date (as defined below) (i) this Lease shall not have been terminated, (ii) Tenant shall not be in default beyond any applicable notice and cure period provided under this Lease (which condition Landlord may waive in its sole and absolute discretion), (iii) Tenant and Tenant’s Affiliates shall physically occupy at least eighty percent (80%) of the Premises demised to Tenant as of the date of this Lease (which condition Landlord may waive in its sole and absolute discretion) and (iv) Tenant and Tenant’s Affiliates shall then be leasing at least 86,253 rentable square feet in the Unit (which condition Landlord may waive in its sole and absolute discretion), then Tenant shall have the right (the “**Expansion Option**”) to add to the Premises the Available Expansion Space (as defined below) for a term to commence on the Expansion Space Inclusion Date on the terms set forth below and to be coterminous with the Term. If Tenant desires to exercise the Expansion Option, then Tenant shall deliver a written notice (the “**Inquiry Notice**”) to Landlord notifying Landlord of such desire on or prior to the date that is thirty (30) months after the Commencement Date. If Tenant timely delivers the Inquiry Notice, then Landlord shall deliver written notice (the “**Availability Notice**”) to Tenant, within ten (10) Business Days after Landlord’s receipt of the Inquiry Notice, setting forth the Expansion Space that is then available for leasing (the “**Available Expansion Space**”). If after receipt of the Availability Notice, Tenant desires to exercise the Expansion Option with respect to all or a portion of the Available Expansion Space, Tenant shall deliver a written notice (the “**Expansion Notice**”) to Landlord notifying (I) Landlord of such exercise and (II) identifying the portion of the Available Expansion Space that Tenant desires to so lease no later ten (10) Business Days after the delivery by Landlord of the Availability Notice, provided that Tenant shall only be entitled to exercise the Expansion Option with respect to (x) the entire 10<sup>th</sup> Floor Expansion Space, (y) the entire 13<sup>th</sup> Floor Expansion Space or (z) the entire 10<sup>th</sup> Floor Expansion Space and the entire 13<sup>th</sup> Floor Expansion Space. Time shall be of the essence as to Tenant’s giving of the Inquiry Notice and the Expansion Notice, as the case may be. Tenant shall not have the right to revoke the Expansion Notice given to Landlord pursuant to this Article 37. If Tenant fails to timely give the Inquiry Notice and/or the Expansion Notice, as the case may be, Tenant shall have no further right to exercise the Expansion Option and the Expansion Option shall be null and void.

(c) The commencement date for Tenant’s leasing of the Available Expansion Space pursuant to Tenant’s exercise of the Expansion Option (such commencement date being referred to herein as the “**Expansion Space Inclusion Date**”) shall be the day that actual possession of the applicable Available Expansion Space is delivered to Tenant with a temporary certificate of occupancy therefor and

all moveable furniture, fixtures and equipment removed therefrom. Tenant shall accept the applicable Available Expansion Space in its “as-is” condition on the Expansion Space Inclusion Date. Effective as of the Expansion Space Inclusion Date, the applicable Available Expansion Space shall become part of the Premises, upon all of the terms and conditions set forth in this Lease, except (i) Fixed Rent shall be payable at Fixed Rent (calculated on a per square foot basis) then payable hereunder with respect to the Premises, but payments of Fixed Rent with respect to the applicable Available Expansion Space shall be abated for a period of days commencing on the Expansion Space Inclusion Date equal to the product of (x) four hundred twenty (420) times (y) a fraction, the numerator of which is the number of days during the period commencing on the Expansion Space Inclusion Date and expiring on the Fixed Expiration Date, and the denominator of which is the number of days commencing on the Commencement Date and expiring on the Fixed Expiration Date, (ii) Tenant’s Tax Share, Tenant’s BID Share and Tenant’s Operating Expense Share shall be increased proportionately, (iii) the term of the lease of the applicable Available Expansion Space shall be coterminous with the Term of this Lease and (iv) Landlord’s Contribution shall be increased by an amount equal to the product of (A) \$105.00 per rentable square foot of the applicable Available Expansion Space times (B) a fraction, the numerator of which is the number of days during the period commencing on the Expansion Space Inclusion Date and expiring on the Fixed Expiration Date, and the denominator of which is the number of days commencing on the Commencement Date and expiring on the Fixed Expiration Date.

(d) If Landlord is unable to deliver possession of the applicable Available Expansion Space to Tenant for any reason, Landlord shall have no liability to Tenant therefor and this Lease shall not in any way be impaired, it being agreed that a delay in the Expansion Space Inclusion Date shall be Tenant’s sole remedy at law or in equity (Tenant hereby waiving any right to rescind this Lease and/or to recover any damages on account of such delay). This Section 37.01(d) constitutes “an express provision to the contrary” within the meaning of Section 223-a of the New York Real Property Law and any other law of like import now or hereafter in effect.

(e) Promptly after the occurrence of the Expansion Space Inclusion Date, Landlord and Tenant shall confirm the occurrence thereof, the inclusion of the applicable Available Expansion Space in the Premises, Fixed Rent payable with respect to the applicable Available Expansion Space and Additional Rent payable under Article 3 with respect to the applicable Available Expansion Space, 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 applicable Available Expansion Space in the Premises in accordance with this Section 37.01.

(f) The rights granted to Tenant under this Article 37 are personal to the Named Tenant (or a National Grid Tenant) and may not be exercised by any other Tenant, or any assignee or subtenant.

## ARTICLE 38

### Contraction Option

38.01 (a) As used herein, the term “**Contraction Space**” shall mean, at Tenant’s election, up to twenty percent (20%) of the Premises being leased by Tenant as of the time of Tenant’s exercise of the Contraction Option, provided such Contraction Space shall be (i) in a commercially leasable configuration reasonably acceptable to Landlord, (ii) a minimum of one (1) full floor and (iii) if Tenant shall have exercised the Expansion Option, at Tenant’s election, include either the portion of the Premises that is on the lowest floors in the Unit or the portion of the Premises that is on the highest floors of the Unit (i.e., if the remaining Premises consists of more than one floor, such remaining floors must be contiguous).

(b) Subject to the terms of this Article 38, Tenant shall have the right, (the “**Contraction Option**”) (provided that (1) there exists no default beyond any applicable notice and cure period under this Lease that has occurred and is then continuing on the date on which Tenant delivers the Contraction Notice or on the Contraction Space Expiration Date and (2) simultaneously with the exercise of such option, Tenant tenders the Contraction Payment to Landlord) to terminate this Lease solely with respect to the Contraction Space by giving written notice thereof (which notice shall notify Landlord of the identity of the Contraction Space) (the “**Contraction Notice**”) to Landlord prior to the date on which the ninth (9<sup>th</sup>) anniversary of the Rent Commencement Date shall occur, as to which date time shall be of the essence. Tenant shall not have the right to revoke the notice of Tenant’s exercise of the Contraction Option given to Landlord pursuant to this Article 38. Tenant may exercise the Contraction Option on only one (1) occasion.

(c) If Tenant timely exercises the Contraction Option, then as of the tenth (10<sup>th</sup>) anniversary of the Rent Commencement Date (the “**Contraction Space Expiration Date**”), (i) the Premises shall exclude the Contraction Space, (ii) Fixed Rent shall be decreased by the amount of Fixed Rent that would have been payable until the Expiration Date with respect to the Contraction Space if Tenant had not exercised the Contraction Option and (iii) (A) Tenant’s Tax Share shall be decreased by an amount (expressed as a percentage) equal to a fraction, the numerator of which is the number of rentable square feet in the Contraction Space and the denominator of which is the number of rentable square feet in the Unit, (B) Tenant’s Operating Expense Share shall be decreased by an amount (expressed as a percentage) equal to a fraction, the numerator of which is the number of rentable square feet in the Contraction Space and the denominator of which is the number of rentable square feet in the Unit and (C) Tenant’s BID Share shall be decreased by an amount (expressed as a percentage) equal to a fraction, the numerator of which is the number of rentable square feet in the Contraction Space and the denominator of which is the number of rentable square feet in the Unit. If Tenant exercises the Contraction Option, Tenant shall pay to Landlord the unamortized portion of Landlord’s Contribution, brokerage commissions, reasonable legal fees and expenses, and free rent allowances paid by Landlord in connection with this Lease with respect to the Contraction Space, said amortization to be computed on a straight-line basis, based upon a fifteen (15) year term commencing on the Rent Commencement Date, and an annual interest rate of seven and one-half percent (7.5%) (the “**Contraction Payment**”). If Tenant exercises the Contraction Option, then the Expiration Date shall be deemed to be the Contraction Space Expiration Date solely with respect to the Contraction Space. If Tenant exercises the Contraction Option, then Landlord and Tenant shall promptly thereafter execute and deliver an amendment to this Lease that memorializes the exclusion of the Contraction Space from the Premises as provided in this Article 38, with the understanding, however, that the failure of the parties to execute and deliver any such amendment shall not impair the effectiveness of Tenant’s exercise of the Contraction Option. Concurrently with the execution of the amendment described above, Landlord and Tenant shall execute and deliver any applicable transfer tax forms required to be filed in connection with the exercise by Tenant of the Contraction Option, which transfer tax forms will be prepared and filed by Tenant at Tenant’s sole cost and expense (it being agreed that Tenant shall pay all transfer and similar taxes due and payable with respect to the exercise of the Contraction Option and the surrendering by Tenant of the Contraction Space, if any, and shall indemnify, defend and hold Landlord harmless from and against all reasonable out-of-pocket costs, expenses, losses, damages and liabilities incurred by Landlord as a result of Tenant’s failure to timely pay such taxes, except to the extent such failure results from Landlord’s refusal to promptly execute and deliver the applicable transfer tax forms referred to above). The amendment shall confirm the reduced (1) Fixed Rent, (2) Tenant’s Operating Expense Share, (3) Tenant’s Tax Share, (4) Tenant’s BID Share and (5) any other required amendment to reflect the removal of the Contraction Space from the Premises.

(d) If Tenant exercises the Contraction Option, then on or prior to the Contraction Space Expiration Date, Tenant, at Tenant’s sole cost and expense (and otherwise in accordance with all obligations of this Lease, including, without limitation, Article 15), shall perform all work



reasonably necessary to eliminate access from the Contraction Space to the remainder of the Premises and to separate from the Contraction Space systems controlled by or from or controlling or fed by or from or feeding other areas of the Premises, including, by way of example: (A) separating any utility or other mechanical connections within the Contraction Space from the balance of the Premises, (B) removing any internal staircases connecting the Contraction Space to any floor(s) of the Premises that are contiguous thereto and slabbing over such floor openings, and (C) sealing up all openings in the enclosing shaft walls housing Tenant's conveyor system, if any; provided, however, if any of the above-mentioned work impacts the Building Systems, then Landlord shall have the right, exercisable within ninety (90) days after Landlord's receipt of Tenant's notice exercising the Contraction Option, to perform such portions of the work and Tenant shall pay to Landlord, as Additional Rent, within thirty (30) days after demand accompanied by reasonably detailed documentation evidencing same, all reasonable, actual out-of-pocket costs and expenses, if any, that may be incurred by Landlord on account of such work performed by Landlord, and if Landlord exercises such right, then Landlord and Tenant shall, to the extent reasonably possible, coordinate the timing of such work performed by Landlord so that Tenant may continue to occupy the Contraction Space until the Contraction Space Expiration Date to substantially the same extent Tenant would have been able to so occupy the Contraction Space if Tenant were performing such work. If Tenant fails to vacate and surrender the Contraction Space on or prior to the Contraction Space Expiration Date in the condition required pursuant to the terms of this Lease, then (x) such failure shall be deemed to be a default under this Lease, and (y) Tenant shall be deemed to be holding over with respect thereto, entitling Landlord, as its sole rights and remedies, to exercise all of its rights and remedies under Article 23 of this Lease.

(e) The rights granted to Tenant under this Article 38 are personal to the Named Tenant (or a National Grid Tenant) and may not be exercised by any other Tenant, or any assignee or subtenant.

## ARTICLE 39

### Condominium

39.01 Tenant acknowledges that the Unit constitutes a portion of the Condominium and that, notwithstanding anything to the contrary, this Lease and Tenant's rights hereunder are subject and subordinate to the Declaration, By-Laws and Rules and Regulations of Atlantic Terminal Condominium, as presently constituted and as constituted and amended from time to time in the future (said Declaration, By-Laws and Rules and Regulations, as presently constituted and as constituted and amended from time to time in the future, are hereinafter referred to as the "Condominium Documents"), and Tenant shall comply with all of the terms and provisions of the Condominium Documents relating to the use and occupancy of the Premises and shall not take any action, or fail to take any action, which would cause Landlord to be in default under any of the Condominium Documents. The Board of Managers of the Condominium is herein referred to as the "Board of Managers", "Condominium Board", or the "Board." In the event that there is more than one board of managers, then the terms "Board of Managers", "Condominium Board", or the "Board" shall mean one or more boards of managers as applicable to the circumstances. To the extent the Condominium Board is responsible under the Condominium Documents to provide utilities or service to or repairs of the Premises or any appurtenance thereto, or to take any other action which the Condominium Board is required to take under the Condominium Documents, Landlord shall use its diligent good faith efforts to cause the Condominium Board to comply with the same, but Landlord shall have no obligation to provide the same or liability for the failure of the Condominium Board to provide the same. If any obligation of Landlord under this Lease is required to be performed by the Condominium Board under the Condominium Documents, then the same shall be deemed to be an obligation of the Condominium Board, as the case may be, and not of Landlord. Tenant must promptly execute any reasonable certificate(s) that Landlord requests to show that this Lease is so subject and subordinate; provided that any such certificates

shall not materially reduce any of Tenant's rights or materially increase any of Tenant's obligations. Tenant agrees to observe and be bound by all the terms contained in the Condominium Documents which apply to the occupant or user of the Unit or a user of the common areas of the Condominium. Tenant agrees to observe all Rules and Regulations of the Board of Managers set forth in the Condominium Documents. Tenant further agrees to observe all modifications and additions to the Rules and Regulations of the Board as of the date hereof, provided that Tenant receives reasonable prior notice thereof and such modifications or additions to the Rules and Regulations are not of such nature that they would (a) adversely affect the ability of Tenant to use the Premises for uses permitted pursuant to this Lease (beyond a *de minimis* extent), or (b) decrease the rights or increase the obligations of Tenant under this Lease (beyond a *de minimis* extent). Provided that Tenant complies with the terms and provisions of this Lease, Landlord will comply in all material respects with the Condominium Documents (but solely to the extent related to Tenant's use and occupancy of the Premises), except to the extent delegated to Tenant under this Lease.

#### ARTICLE 40

##### Amenity Center

40.01 (a) Provided that (i) Tenant and Tenant's Affiliates shall physically occupy at least eighty percent (80%) of the Premises then demised to Tenant and (ii) Tenant and Tenant's Affiliates shall then be leasing at least 86,253 rentable square feet in the Unit, from and after the date that is thirty-six (36) months after the date on which Tenant first occupies the Premises for the conduct of business, Landlord shall operate an amenity center (the "**Amenity Center**") in the Building, which Amenity Center shall contain between 3,000 and 5,000 square feet (it being agreed that the Amenity Center may contain, in Landlord's sole and absolute discretion, more than 5,000 square feet) and having an occupancy capacity of up to seventy-four (74) occupants.

#### ARTICLE 41

##### Miscellaneous Provisions

41.01 In no event shall Tenant pay Landlord any sums on account of Fixed Rent or Additional Rent for more than one (1) month in advance of the date due hereunder.

41.02 In the event that an excavation should be made for building or other purposes upon land adjacent to the Building, or should be authorized to be made, Tenant shall, if necessary, afford to the person or persons causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as shall reasonably be necessary to protect or preserve the wall or walls of the Building, or the Building, from injury or damage and to support them by proper foundations, pinning and/or underpinning.

41.03 Tenant hereby acknowledges that Landlord, the Board of Managers pursuant to the Condominium Documents and other Building tenants or occupants may, from time to time, require access through the Premises to mechanical, electrical, telephone, plumbing and other systems, elements, utility rooms, spaces, shafts and facilities serving the Building or such other tenants or occupants (hereinafter, "**Service Facilities**"). Without limiting anything contained in Article 10 hereof, upon reasonable notice to Tenant, Landlord, the Board of Managers and other Building tenants and occupants shall have free, continuous, open and adequate access to the Service Facilities at all reasonable times for the purposes of making any and all installations, repairs, corrections, replacements, alterations or additions to any equipment which in any way passes in, through, under or around such Service Facilities. Tenant will not do or cause to be done anything which would in any way restrict or impair such access to the Service Facilities. Landlord shall not be responsible for any inconvenience, annoyance or interruption to Tenant's

business arising out of or as a result of such access to the Service Facilities, provided that Landlord shall use reasonable efforts and take reasonable steps to minimize any inconvenience to Tenant, any interference with Tenant's business and any material deprivation of its use and enjoyment of or access to or from the Premises, that may arise or result therefrom. In no event shall Landlord be required to use so-called "overtime labor" in connection with any such access.

41.04 Except as otherwise expressly set forth herein, Tenant shall not construct or operate (or cause to be constructed or operated) a facility, an antenna or any other item of equipment for the purpose of receiving or transmitting telecommunications signals, without the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed.

41.05 If requested by Tenant in connection with any New York City incentive programs that may be available to Tenant, Landlord shall reasonably cooperate with Tenant in connection with Tenant's efforts to obtain such incentives, provided, that Landlord shall not be obligated to incur any costs (including without limitation reasonable attorneys' fees and disbursements), incur any losses or subject itself to potential liability thereby.

41.06 Any floor plan or space diagram attached to this Lease by Landlord to show the area of the Premises or any other space is an approximation only. Landlord makes no representations concerning the illustrated dimensions of any such space or the location and size of the fixed architectural elements shown on such plan or diagram.

41.07 Tenant expressly acknowledges and agrees that Landlord and its agents have not made and are 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 or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this Lease and which expressly refers to this Lease.

41.08 This Lease shall be governed in all respects by the laws of the State of New York.

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

41.10 Except as otherwise expressly set forth in this Lease to the contrary, wherever in this Lease (i) the consent or approval of Landlord is required, such consent or approval may be given or withheld by Landlord in its sole and absolute discretion, and (ii) provision is made for Landlord to exercise its judgment or to determine whether any matter is satisfactory to Landlord, such judgment and discretion may be exercised, and such determination may be made, in Landlord's sole and absolute discretion. If Tenant shall request Landlord's consent or approval and Landlord shall fail or refuse to give such consent or approval, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent or approval, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold its consent or approval or where as a matter of law Landlord may not unreasonably withhold its consent or approval.

41.11 Submission by Landlord of this Lease for review and execution by Tenant shall confer no rights and impose no obligations on either party unless and until both Landlord and Tenant shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties hereto.

41.12 [Intentionally Omitted]

41.13 This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument. This Lease shall not be binding or effective unless and until it has been duly executed and delivered by Landlord and Tenant. PDF email signatures shall have the same binding effect as original signatures. No party hereto shall raise the use of a PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a PDF email as a defense to the formation of a legal, valid and binding contractual obligation and each such party forever waives any such defense.

41.14 (a) Except as expressly provided in Section 41.14(b) and Articles 31 and 32 hereof, the obligations of Tenant hereunder shall in no way be affected, impaired or excused, nor shall Landlord have any liability whatsoever to Tenant, nor shall it be deemed a constructive eviction because (i) Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, lock-out or other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor resulting therefrom, or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control; or (ii) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Landlord's reasonable control (the foregoing circumstances described in this Section 41.14(a), "**Force Majeure Causes**"). Without limiting events that may constitute "or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control," the following are items which Landlord and Tenant agree are beyond Landlord's reasonable control:

(A) Lack of access to the Building or the Premises not caused by Landlord (which shall include, but not be limited to, the lack of access to the Building or the Premises when it or they are structurally sound but inaccessible due to evacuation of the surrounding area or damage to nearby structures or public areas);

(B) Any cause outside the Building not caused by Landlord;

(C) Reduced air quality or other contaminants within the Building that would adversely affect the Building or its occupants (including, but not limited to, the presence of biological or other airborne agents within the Building or the Premises);

(D) Disruption of mail and deliveries to the Building or the Premises resulting from a casualty; and

(E) Blockages of any windows, doors, or walkways to the Building or the Premises resulting from a casualty.

(b) Notwithstanding anything to the contrary contained in this Lease, but subject to the provisions of Article 31 and Article 32 to the extent applicable, if (i) an Abatement Event continues for a period of five (5) consecutive Business Days following notice of such Abatement Event from Tenant to Landlord, (ii) the cause of such Abatement Event shall not be Force Majeure Causes or the negligence or willful misconduct of Tenant or any of the other Tenant Parties, (iii) the Premises or a "material portion" thereof shall be rendered untenable, (iv) Tenant shall vacate the Premises (or such material portion thereof) and (v) Tenant shall concurrently therewith give notice of the Abatement Event to Landlord, then, in such event, and as Tenant's sole and exclusive remedy for any such Abatement Event, Fixed Rent payable pursuant to this Lease shall be abated for the Premises or the applicable material portion thereof for the period commencing on the day immediately succeeding the expiration of such five (5)

consecutive Business Day period and ending on the date which is the earlier to occur of (I) the later of (x) the date on which Landlord gives notice to Tenant that the Premises (or the applicable material portion thereof) are tenantable, and (y) the date on which the Premises (or the applicable material portion thereof) are rendered tenantable, and (II) the date on which Tenant shall reoccupy the Premises (or the applicable material portion thereof) for the conduct of its business. For the purposes of this Section 41.14(b) only, a “**material portion**” of the Premises means at least 5,000 RSF of the Premises. The term “**Abatement Event**” means any of the following: (i) Landlord fails to provide any of the Essential Services required under this Lease to be provided to the Premises, (ii) Landlord fails to make the repairs required under this Lease to be made by Landlord or (iii) Landlord’s entry into the Premises to make repairs to the Building. The term “**Essential Services**” means any of the following: electricity; HVAC; passenger elevator service; water for lavatory purposes; and any other service required under this Lease to be provided to the Premises which if interrupted would prevent Tenant from using and occupying the Premises for the conduct of its business (or the applicable material portion thereof).

41.15 The table of contents, captions, headings and titles in this Lease are solely for convenience of references and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the part causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Tenant’s part to be performed shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease shall be deemed to include any other number and any other gender as the context may require.

41.16 If the Premises or any additional space to be included within the Premises shall not be available for occupancy by Tenant on the specific date hereinbefore designated for the commencement of the Term of this Lease or for the inclusion of such space for any reason whatsoever, then this Lease shall not be affected thereby but, in such case, said specific date shall be deemed to be postponed until the date when the Premises or such additional space shall be available for occupancy by Tenant, and Tenant shall not be entitled to possession of the additional space until the same are available for occupancy by Tenant; provided, however, Tenant shall have no claim against Landlord, and Landlord shall have no liability to Tenant by reason of any such postponement of said specific date, and the parties hereto further agree that any failure to have the Premises or such additional space available for occupancy by Tenant on said specific date or on the Commencement Date shall in no way affect the obligations of Tenant hereunder nor shall the same be construed in any way to extend the term. This Section shall be deemed to be an express provision to the contrary of Section 223-a of the Real Property Law of the State of New York and any other law of like import now or hereafter in force.

41.17 Each of Landlord and Tenant represent that as of the date of this Lease, and covenants that throughout the term of this Lease: (a) it is not, and shall not be, an Embargoed Person (as such term is hereinafter defined); (b) none of its funds or other assets 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 it, with the result that the investment in it (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 its funds are, or shall be derived from, any activity with the result that the investment in it (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. Tenant shall not permit the Premises, or any portion thereof, to be used or occupied by or for the benefit of any Embargoed Person. The term “**Embargoed Person**” shall, for the purposes hereof, mean 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 Landlord or 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 United States Department of the Treasury has or may come to have sanction authority. If any representation made by Landlord or Tenant pursuant to this Section shall become untrue such party shall within ten (10) days give written notice thereof to the other party, 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.

41.18 The rule of “ejusdem generis” shall not be applicable to limit a general statement in this Lease following or referable to an enumeration of specific matters to matters similar to the matters specifically mentioned, except as may be otherwise reasonable within the particular context of any such statement. In addition, for purposes of clarity and avoidance of jargon, as used in this Lease: (i) references to law include any rule or regulation issued under the law and any amendment to the law, rule or regulation; (ii) the word “will” has the same meaning as the word “shall;” (iii) personal pronouns are deemed to include the other genders and the singular to include the plural; (iv) unless otherwise stated, all Section, Article and Exhibit references are references, as applicable, to the Section, Article or Exhibit of this Lease (and all Exhibits attached to this Lease are made a part hereof); (v) unless otherwise stated, periods of time commencing or ending on specified dates will commence at 12:00 a.m. Eastern Time on the commencement date and end at 11:59 p.m. Eastern Time on the ending date; (vi) the terms “herein,” “hereof” or hereunder,” or similar terms used in this Lease, refer to this entire Lease and not to the particular provision in which such terms are used, unless the context otherwise requires; and (vii) the terms “and/or” when applied to one or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question.

41.19 No agreement to accept a surrender of this Lease shall be valid unless in writing signed by Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or any of the Rules and Regulations promulgated as of the date hereof, or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with or without knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations set forth herein, or hereafter adopted, against Tenant and/or any other tenant in the Building shall not be deemed a waiver of any such Rules and Regulations. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on the account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such rent or pursue any other remedy in this Lease provided.

41.20 There are no third-party beneficiaries of this Lease.

41.21 Landlord, upon request by Tenant, shall join in the execution and acknowledgement of a memorandum of this Lease, which memorandum shall be in the form of Exhibit J attached hereto. Upon the expiration or termination of this Lease and the request of either party, Landlord and Tenant shall execute and acknowledge a memorandum of such expiration or termination. Landlord

and Tenant agree to execute and deliver any other documents as may be reasonably necessary to record any such memorandum. Either party may, at such party's sole cost and expense, record any such memorandum. Except as otherwise expressly provided in this Section 41.21, neither this Lease nor any memorandum thereof shall be recorded.

41.22 If Landlord or any Affiliate of Landlord has elected to qualify as a real estate investment trust ("**REIT**"), any service required or permitted to be performed by Landlord pursuant to this Lease, the charge or cost of which may be treated as impermissible tenant service income under the laws governing a REIT, may be performed by a taxable REIT subsidiary that is affiliated with either Landlord or Landlord's property manager, an independent contractor of Landlord or Landlord's property manager (the "**Service Provider**"). If Tenant is subject to a charge under this Lease for any such service, then, at Landlord's direction, Tenant will pay such charge either to Landlord for further payment to the Service Provider or directly to the Service Provider, and, in either case, (i) Landlord will credit such payment against any charge for such service made by Landlord to Tenant under this Lease, and (ii) such payment to the Service Provider will not relieve Landlord from any obligation under the Lease concerning the provisions of such service.

41.23 If, for any reason, any suit is initiated between Landlord and Tenant to interpret or enforce any provision of this Lease, the prevailing party in such suit shall be entitled to recover from the other party its legal costs, expert witness expenses, and reasonable attorneys' fees, as fixed by the court.

41.24 Landlord hereby agrees and acknowledges that Tenant may apply for and participate in the WELL<sup>TM</sup> Certification program (or similar certification program) for all or any portion of the Premises. If requested by Tenant in connection with such application or participation in such program, Landlord shall reasonably cooperate with Tenant in connection therewith, provided, that Landlord shall not be obligated to incur any costs or expenses in connection therewith.


41.25 The terms "Landlord shall have no liability to Tenant" or "the same shall be without liability to Landlord" or "without incurring any liability to Tenant therefor", or words of similar import shall 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 hereunder, 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.

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

LANDLORD:

FC HANSON OFFICE ASSOCIATES, LLC

By:   
Name: \_\_\_\_\_  
**Benjamin S. Brown**  
**Managing Partner, Investments**

TENANT:

NATIONAL GRID USA SERVICE COMPANY, INC.


By:   
Michael E. Guerin  
Authorized Representative



EXHIBIT A-1

FLOOR PLAN OF THE 11TH FLOOR PREMISES

2 HANSON PLACE  
Exhibit A-1  
Floor Plan of the 11th Floor Premises

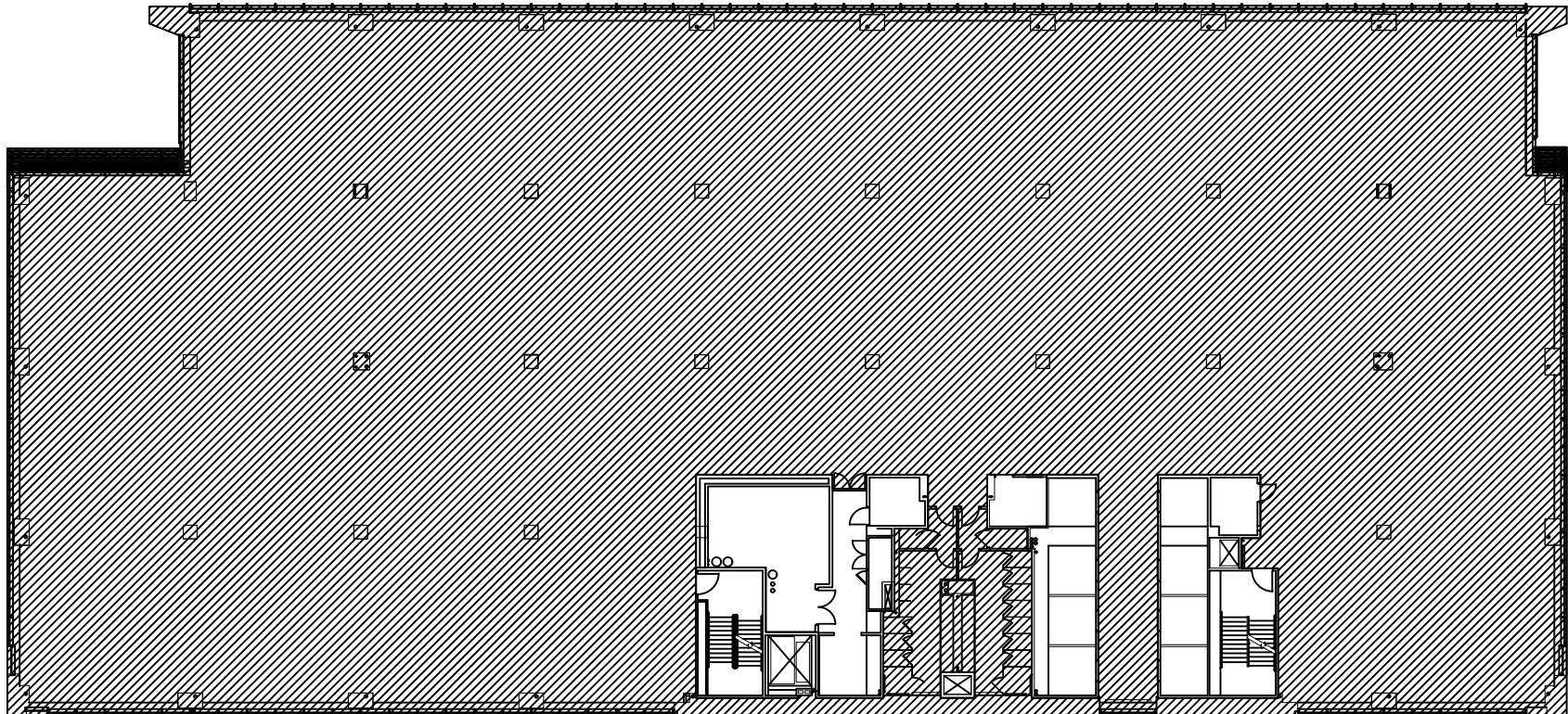
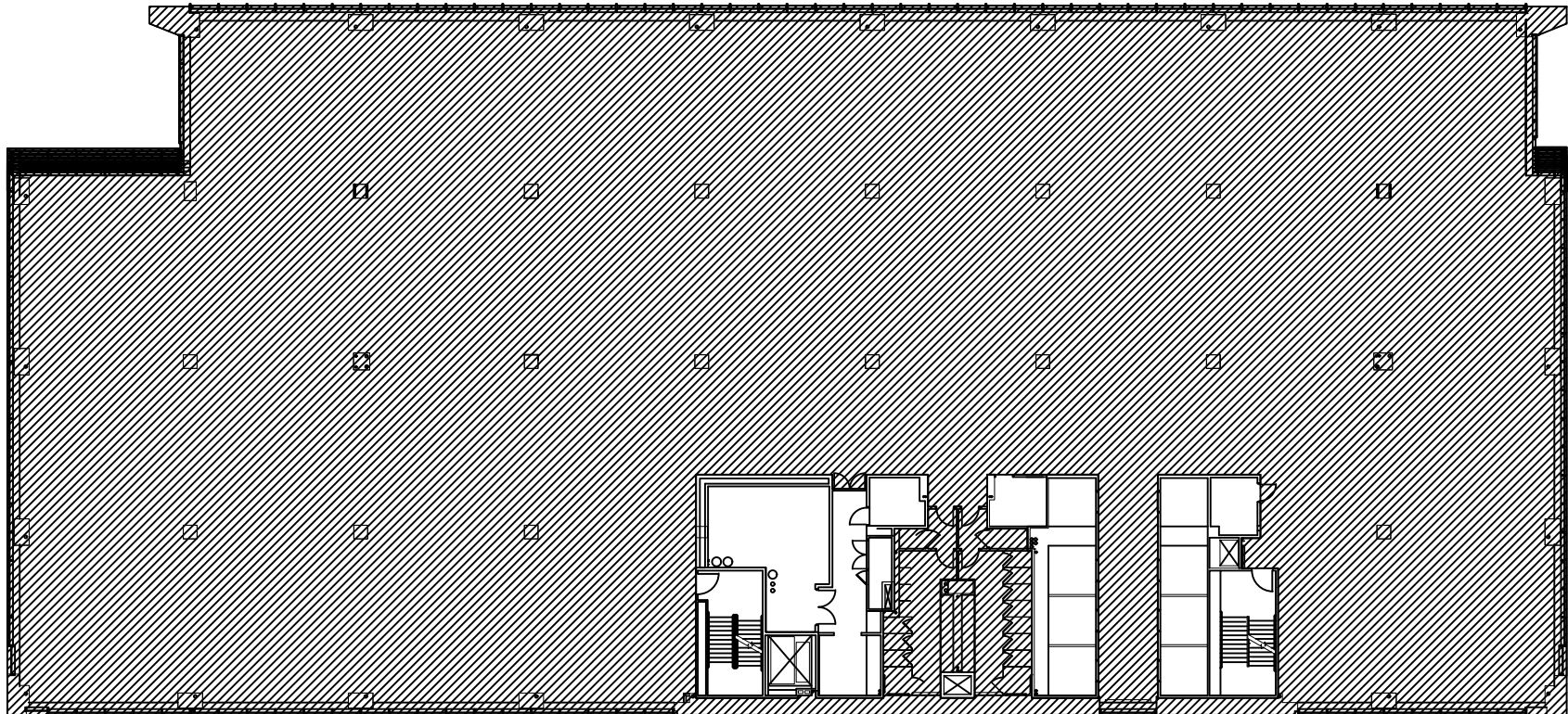


EXHIBIT A-2

FLOOR PLAN OF THE 12TH FLOOR PREMISES

2 HANSON PLACE  
Exhibit A-2  
Floor Plan of the 12th Floor Premises



**EXHIBIT B**  
**HVAC SPECIFICATIONS**

[attached]

## HVAC SPECIFICATIONS

### 1.0 Mechanical Design - HVAC

#### 1.1 Design Criteria

##### A. Load Calculation Design Conditions

	<u>Outside</u>	<u>Average Inside</u>
Summer	92 degrees FDB/74 degrees FWB 76 degrees FWB for CT design	74 degrees DB 50% RH (Max.)
Winter	11 degrees FBD	70 degrees FBD (no humidification)

#### 1.2 Systems Description

Note: Division of base building and tenant work is described in Section G.

A. Air conditioning for occupied areas on each typical floor shall include one condenser water cooled DX air handling unit providing cooling only at 28,000 CFM, 110-ton cooling capacity with VFD control.

Each floor's air supply units will be located in a core equipment fan room that is carefully constructed to prevent the equipment noise in the adjacent occupied space from exceeding NC-40.

The typical floor air supply units will receive fresh air from fan room via the Outside Air fan located on the 16<sup>th</sup> floor. Units will be complete with the availability of a Water Side economizer cycle.

The hung ceiling space on each floor is to be used as a return air plenum. Return air openings in the fan room walls will be equipped with sound traps and Smoke detection.

B. Heating for perimeter areas will utilize fin tube convectors from Building Boilers.

Heating for machine rooms, loading docks, storage room, etc ., will be provided by unit and cabinet heaters with fan cycle control.

C. The building has a multiple cell cooling tower. Cooling tower and outdoor piping is electrically traced and winterized.

D. All rotating machinery and piping is provided with proper vibration isolation components including isolated concrete inertia blocks and steel spring isolators, as required.

E. Core toilets on each floor will be ventilated at a rate of twice the code minimums.

##### F. Base Building Work

1. One air handling unit on each floor in M.E.R.
2. Condenser water plant, risers and piping to each air handling unit; winterized cooling tower.
3. Hot water heating risers, pumps and distribution piping loop on each floor feeding perimeter convectors.
4. Supply air duct work and outlets in toilet rooms on each floor. Toilet/janitor's closets exhaust system.
5. Oil storage is provided for base building needs.

## EXHIBIT C

### CLEANING SPECIFICATIONS

#### **GENERAL CLEANING**

##### **Nightly**

Nightly services shall be rendered five (5) nights each week. No Saturday, Sunday or Holiday services (holidays are those days stated in this Lease).

1. Damp and/or mop and sweep floors, removing gum and tar, as needed to maintain in clean condition throughout the Building, including tenant spaces, entrance foyers, vestibules and all public areas, including Building corridors, all stone, ceramic tile, marble, terrazzo, asphalt tile, linoleum, rubber, vinyl and other type of flooring to insure dust-free floors with special attention to hard to reach areas.
2. Carpet sweep nightly all carpeted areas and rugs, moving light furniture other than desks, file cabinets, etc. including carpet edges and corners and vacuum once per week.
3. Empty and damp wipe all wastepaper baskets and disposal receptacles, sanitary cans, wastepaper towel cans and any other receptacles. Collect and remove from building wastepaper and rubbish from normal operation of Building to a designated area in the premises, daily including recyclables.
4. Dust and wipe clean telephones, cabinets, windowsills, door casings, chair rails and trim and clean all glass tables and desktops with impregnated cloths, as needed.
5. Damp wipe all telephones, including dials or buttons and crevices.
6. Spot Clean all finger marks, smudges, scuff marks, and gum from glass desk tops, glass tables tops, glass directory boards, metal partitions and other marks from painted walls, window sill frames, glass entrance doors, glass table cabinet, and other similar surfaces weekly. Does not include glass partitions, walls or cubicle vision panels
7. Wipe clean all metal doorknobs, kick plates, directional signs, door saddles, and all similar metals.

##### **Periodic Cleaning**

1. Do all high dusting every three (3) months, unless otherwise specified, including the following:  
Vacuum and dust all pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning.
2. Damp wipe all furniture as required
3. Once a month, dust and wash all door louvers and other ventilating louvers within reach.

##### **Base Building Lavatories & Rest Rooms Nightly**

1. Sweep, scrub and /or wash and dry all flooring with approved germicidal detergent solution, using spray tank method to remove all spills, smears, scuff marks and foot tracks throughout.
2. Wash and polish all mirrors, powder shelves, sink vanity tops, brightwork, enamel surfaces, including flushometers, piping, toilet-seat hinges and all metal.
3. Scour, wash and disinfect all basins, bowls and urinals with approved germicidal detergent solution, including tile walls near urinals. Upon completion, pour one ounce of bowl cleaner

- into urinal and do not flush.
4. Wash both sides of all toilet seats with approved germicidal detergent solution. Disinfect and damp wipe and wash all partitions, enamel surfaces, tile walls, dispensers, doors and receptacles. Empty and clean paper towel and sanitary disposal receptacles. Remove wastepaper and refuse, including soiled sanitary napkins to a designated area in the premises and dispose of same.
  5. All wastepaper receptacles to be thoroughly clean and washed.
  6. Wash and wax all resilient tile floors in toilet powder rooms, or vacuum if carpeted. Spot clean and shampoo, as needed.
  7. Fill and maintain mechanical operation of all toilet tissue holders, soap dispensers and towel dispensers at Landlord's cost.
  8. Remove stains as necessary, clean underside of rims of urinals and bowls.
  9. It is the intention to keep lavatories thoroughly clean and not to use a disinfectant to mask odors. If disinfectants are necessary, an odorless disinfectant shall be used.

### **Base Building Periodic Cleaning**

1. Lavatories & Rest Rooms
  - a. Machine scrub floor as necessary with approved germicidal detergent solution but not less than quarterly.
  - b. Wash and polish all partitions, tile walls and enamel surfaces from ceiling to floor as necessary, but not less than once per month using proper disinfectant.
2. Do all high dusting approximately once a month.
3. Wash all painted wall surfacing as needed, but not less than once every two (2) months.
4. Clean urinals and bowls with scale-solvent as needed, but not less than once a week.
5. Clean all vents not less than once per month.

### **Public Areas & Elevator Landings**

1. Machine scrub flooring, as necessary
2. Dust down and wash lobby and stairway walls, flooring to ceiling, as necessary, but not less than once per month. Wipe clean and polish all brass, stainless steel, metal and other bright work using a non-acid polish.

### **High Dusting**

1. Do all high dusting every three (3) months, unless otherwise specified, including the following:
  - a. Vacuum and dust all pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning. Damp dust, as required.
2. Once a month, dust and wash all door louvers and other ventilating louvers within reach.
3. Wash and remove all fingermarks, ink stains, smudges, scuff marks and other marks from metal partitions, glass surfaces, sills, all vertical surfaces (doors, walls, window sills) including elevator doors and other surfaces, as necessary.
4. All marble and terrazzo walls, elevator, stairway, office and utility doors to be washed, as necessary, using clear water or approved cleanser.
5. Wash light fixtures, including reflector, globes, diffusers and trim, annually.
6. Vacuum, clean and polish car and corridor saddles of elevator doors on all floors, as needed.
7. Clean all vertical surfaces not reached on nightly cleaning such as walls, partitions, ventilating louvers and fresh air grills.



EXHIBIT D  
LANDLORD'S WORK

Landlord, at Landlord's sole cost and expense, shall perform or cause to be performed the following work to the Premises:

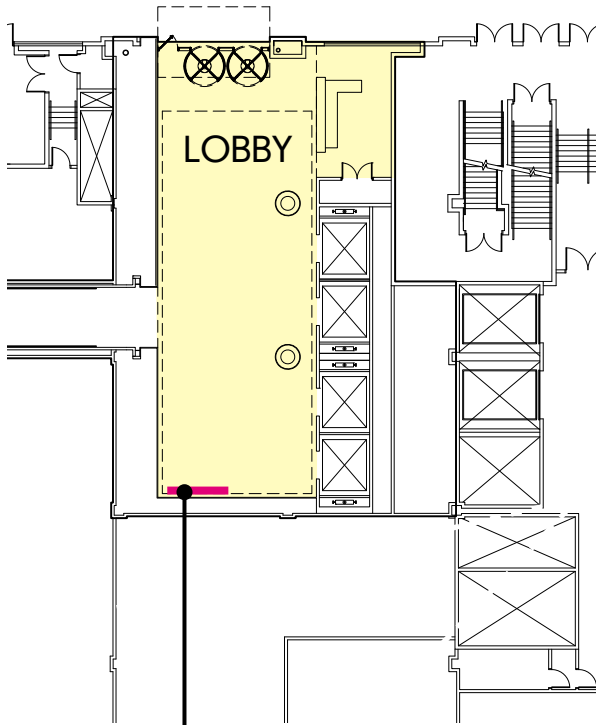
1. **Demolition:** Landlord shall demolish any existing improvements in the Premises and deliver the Premises to Tenant in compliance with all Legal Requirements applicable to demolished space, except (i) as otherwise provided in Item 2 below with respect to the raised flooring and (ii) the core restrooms on the floor(s) on which the Premises are located.
2. **Raised Flooring:** The existing raised flooring in the Premises shall remain in place and not be demolished but all cables, conduits/electric boxes and debris below such flooring removed, such that such raised flooring shall be delivered in substantially the same condition as the 13th floor vacant suite as of the date of the Lease. All cables shall be removed all the way back to their point of origin in either the low voltage and electrical closets.
3. **Temporary Sprinkler Loop:** Landlord shall install a temporary sprinkler loop in each floor of the Premises, in compliance with all Legal Requirements applicable to demolished space.
4. **HVAC:** Landlord shall deliver the main HVAC supply duct complete with fully functional smoke, fire dampers and balancing dampers at the mechanical room at the core on each floor of the Premises to the extent required by applicable Legal Requirements. AHU units to be in "good working order" and Landlord to provide confirmation via traverse that AHU meets its 28,000 CFM rating at 1.5" ESP.
5. **Fire Proofing/Fire Stop:** Landlord shall fireproof steel and all wall penetrations in compliance with all Legal Requirements applicable to demolished space.
6. **Fire Protection:** Landlord shall furnish a fire protection system with adequate connection points, Tenant shall be responsible for all costs associated with tie-in and reprogramming of such system. Tenant shall be responsible for designing and installing all necessary fire alarm equipment within the Premises with devices and systems compatible with the building fire alarm system.
7. **Intumescent Paint:** At Tenant's election, to be made on or before April 1, 2020, and at Tenant's sole cost and expense, Landlord shall strip the non-reinforced columns existing within the Premises to the structural steel and apply intumescent paint in a color to be selected by Tenant.
8. **Electrical Connection Points:** Landlord shall provide a reasonable number of connection points on each floor of the Premises for Tenant's strobes and related Class E connections.
9. Landlord core restrooms shall be delivered in compliance with the ADA standards in effect as of the Effective Date.

EXHIBIT E

APPROXIMATE LOCATION OF TENANT'S SIGNAGE

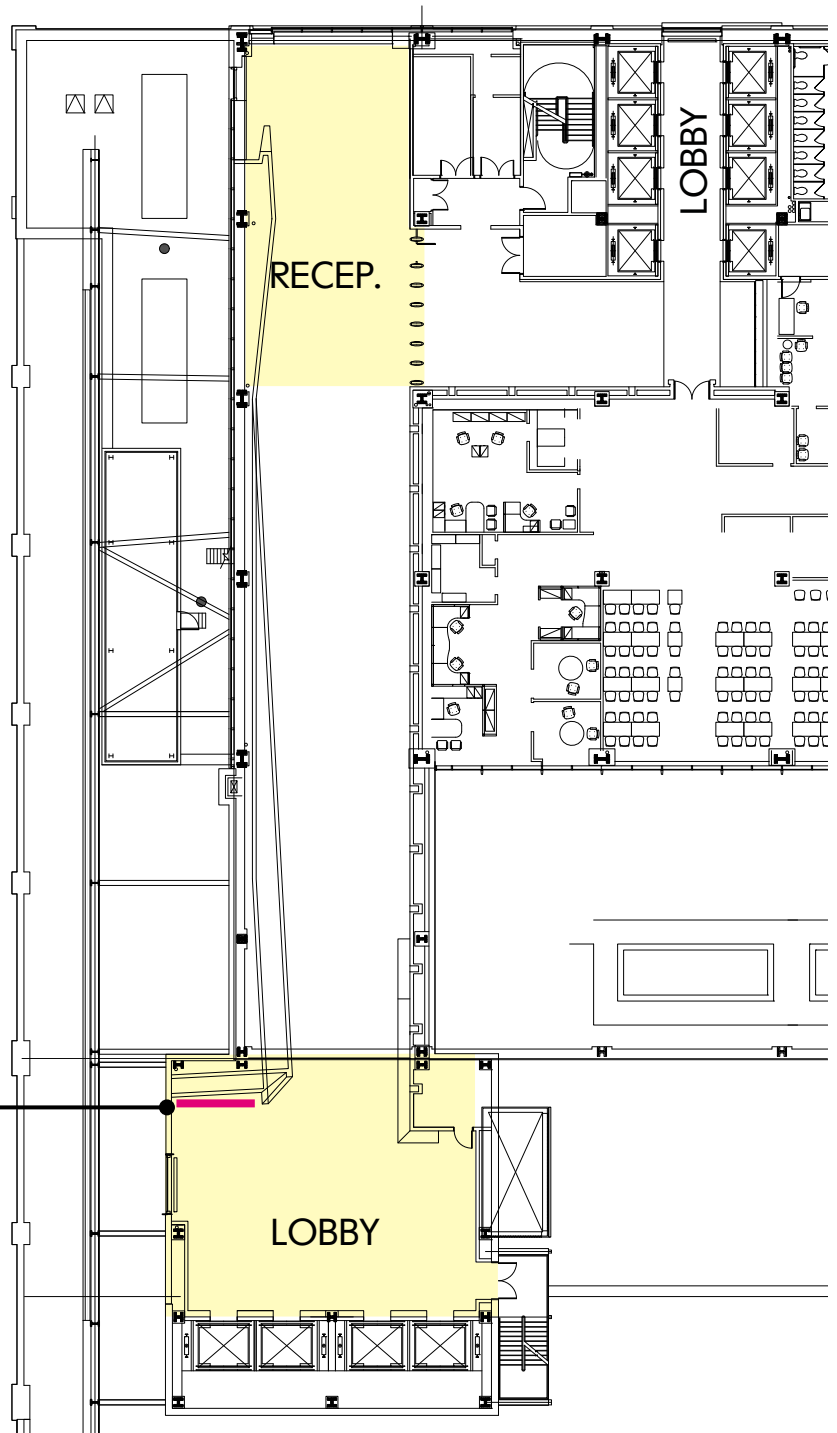
# TENANT SIGNAGE LOCATIONS

HANSON PL



TENANT SIGNAGE  
Approximate Location

LEVEL 01



LEVEL 05 SKY LOBBY

EXHIBIT F

KEY DATES AGREEMENT

**LANDLORD: FC HANSON OFFICE ASSOCIATES, LLC**  
c/o Brookfield Properties  
250 Vesey Street, 15<sup>th</sup> Floor  
New York, New York 10281

**TENANT:** [\_\_\_\_\_]

**LEASE DATE:** January \_\_\_\_\_, 2020

**PREMISES:** The entire eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) floors

**COMMENCEMENT DATE:** [\_\_\_\_\_]

**RENT COMMENCEMENT DATE:** [\_\_\_\_\_]

Landlord and Tenant acknowledge and agree that the Commencement Date and the Rent Commencement Date of the above referenced Lease are the dates noted above and that the Fixed Expiration Date of the Lease is [\_\_\_\_\_].

**LANDLORD:** **TENANT:**  
FC HANSON OFFICE ASSOCIATES, LLC [\_\_\_\_\_]

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**

## EXHIBIT G

### CONSTRUCTION RULES AND REGULATIONS

#### 1.0 INTRODUCTION

Supplementing the existing terms of the Lease, these rules and regulations have been established in order to facilitate the needs of the tenants of **2 Hanson Place**. The building owners have designated a building architect and engineer who are familiar with the building and the following rules and regulations. These professional consultants have been designated in order to help you, the tenant, develop plans for your alterations.

Building Architect and Engineer:

Cosentini Associates Consulting Engineers  
Two Pennsylvania Plaza  
New York, NY 10121

Representative:

FC Hanson Office Associates, LLC  
15 MetroTech Center-19<sup>th</sup> floor  
Brooklyn, NY 11201  
929.299.5700  
Attn: Andy Negretti

If professional consultants are utilized other than the building's designated consultants, then please be sure that all parties familiarize themselves with these Construction Rules and Regulations.

If and to the extent that the lease to which these Construction Rules and Regulations are attached conflicts with these Construction Rules and Regulations, the provisions in the lease will take precedence.

Whenever in these Construction Rules and Regulations (including the Construction Requirements attached as Exhibit G-A) the approval or consent of Owner or any of its representatives, architects or engineers is referred to, Owner shall not unreasonably withhold or delay its consent or approval. The only reasonable grounds for Owner withholding the same shall be those for which Owner could withhold its consent to plans and specifications under the provisions of the lease governing Tenant's Changes requiring Owner's consent. Owner shall respond within the time periods referred to in the Lease and, in the case of failure timely to so respond, such approval or consent shall be deemed given, all as provided in the Lease.

#### 2.0 BUILDING APPROVAL

2.1 Tenant shall submit to the Building Owner's Representative a request for consent to the work. The request shall include the following enclosures:

- a. One (1) set of blueprints and one (1) electronic set in CAD and

PDF properly stamped by a registered architect or professional engineer. Plans and specifications may be submitted in phases. Plus CAD drawings.

- b. A properly executed Building Notice application form or Alteration form. Engineer's Statement "B" if HVAC work is to be performed. Form IOF if any controlled inspection is required and all other applicable forms. These may also be submitted in phases.

2.2 Building Owner will return the following to Tenant in accordance with the time periods set forth in the Lease:

- a. Plans approved or returned with comments (such approval or comments shall not constitute a waiver of Department of Buildings approval or approval of other jurisdictional agencies).
- b. Signed application forms referred to in Section 2.1, providing proper submissions have been made.

2.3 Tenant shall obtain Department of Buildings approval of plans and a permit for the Department of Buildings. Tenant shall be responsible for keeping current all permits. Tenant shall submit copies of all approved plans and permits to Building Owner's Representative and shall post the original permit on the Premises prior to the commencement of any work. All work, if performed by a contractor or subcontractor, shall be subject to inspection by the Building Owner's Representative.

### 3.0 BUILDING CONSTRUCTION REQUIREMENTS AND PROCEDURES

3.1 All structural and floor loading requirements shall be subject to the prior approval of Building Owner's structural engineer.

3.2 All mechanical (HVAC, plumbing and sprinkler) and electrical requirements shall be subject to the approval of Building Owner's mechanical and electrical engineers. When necessary. Building Owner will require engineering shop drawings, which drawings must be approved by Building Owner's mechanical and electrical engineers before work is started. Owner's request for shop drawings shall be made early enough to prevent interference with Tenant's schedule. Drawings are to be prepared by Tenant and all approvals shall be approved by Tenant.

3.3 All demolition shall be supervised by the Building Owner's Representative.

3.4 Elevator service for construction work shall be charged to Tenant as provided for in the Lease. Prior arrangements for elevator use shall be made with Building Owner's Representative or Building Manager's Office by Tenant or Tenant's Contractors. No material or equipment shall be carried under or on top of elevators, except with Owner's prior consent. If an operating engineer is required by any union regulations, such engineer

- shall be paid for by Tenant. Landlord shall permit Tenant to install a derrick on the roof; provided, however, that (a) the design and structure thereof shall be subject to Landlord's prior approval and (b) Tenant shall remove the same when its use is complete and shall restore the affected area of the Building to its original condition.
- 3.5 If shutdown of risers and mains for electrical, HVAC, sprinkler and plumbing work is required, such work shall be approved by Building Owner's Representative and under Building Owner Representative's supervision. The work may be required to be done after hours at overtime charges.
- 3.6 Tenant's contractor shall:
- I. Have a Superintendent or Foreman on the premises at all times;
  2. Police the job at all times, continually keeping the Premises orderly;
  3. Remove all debris regularly and maintain cleanliness and protection of all areas, including elevators and lobbies;
  4. Block off supply and return grills, diffusers and ducts to keep dust from entering into the Building air conditioning system; and
  5. Avoid unreasonable disturbance of other tenants.
- 3.7 If Tenant's contractor fails to perform any of its responsibilities, Tenant shall be charged for the corrective work done by Building staff and other personnel.
- 3.8 All equipment and installations must be equal to or exceed the standards of the Building set forth on the list of Construction Requirements attached as Exhibit G- A. Any deviation below such Building standards will be permitted only if indicated or specified on the plans and specifications and approved by Building Owner's Representative.
- 3.9 A properly executed air balancing report signed by a professional engineer shall be submitted to the Building Owner's Representative upon the completion of all HVAC work.
- 3.10 Upon completion of Tenant Changes, Tenant shall submit to Building Owner's Representative a properly executed Form 23 and/or other documents indicating total compliance and final approval by the Department of Buildings of the Building Notice or Alterations.
- 3.11 Tenant shall submit to Building Owner's Representatives a final "as-built" set for drawings showing all items of the Alterations in full detail on hard copy and CAD files.
- 3.12 Security of Tenant space, tools, materials, etc. is Tenant/Contractor responsibility.
- 3.13 All demolition, removals, or other categories of work that may inconvenience other tenants or disturb Building operations, must be scheduled with the Building Owner's Representative or Building Manager's

office a minimum 48 hours prior to proceedings with such work.

3.14 All inquiries, submissions, approvals and all other matters shall be processed through the Building Owner's Representative or Building Manager.

4.0 TENANT'S CONTRACTORS

4.1 Tenant may contract directly with contractors ("Tenant's Contractors").

4.2 Tenant's Contractors shall coordinate the scheduling of the arrival of Tenant's property with the Landlord, and such scheduling shall be subject to Landlord's reasonable approval. In the event that Landlord reasonably determines that a delivery of Tenant's property during Business Hours would cause substantial disruption to the normal operation of the Building, Landlord may require that such delivery be made at a time other than during Business Hours.



## EXHIBIT G-A

### CONSTRUCTION REQUIREMENTS

#### 1.0 DRYWALL

- 1.1 All drywall partitions are to be constructed of 3-1/2" steel studs, 16" on center and a minimum of 5/8" thick wallboard each side, properly taped and spackled. Where required by code, the same shall be fire rated gypsum.
- 1.2 All demising studs shall extend from slab to slab. No drywalls are to be fastened to any ductwork or directly to any ceiling tile except for non-demising walls.
- 1.3 No partitions or furniture are permitted to block HVAC diffusers causing improper operation or maintenance.
- 1.4 No walls or partitions shall be permanently affixed to window mullions.

#### 2.0 ELECTRICAL

- 2.1 Home runs shall be indicated on plans, EMT or rigid conduit shall be used for home runs, %" minimum size. Thin wall tubing is permitted. Flexible armored cable is allowed per code for branch circuit wiring.
- 2.2 Light fixtures shall be Hi efficient LED light fixtures with energy saving lamps and electronic ballast or LED type.
- 2.3 All conduit shall be supported by standoffs, not wired to ceiling supports. All conduit shall be concealed, except in mechanical and electrical rooms.
- 2.4 All electrical boxes shall meet code requirements.
- 2.5 All unused conduit and wiring shall be removed.
- 2.6 All work shall meet the requirements of the department of Water Supply, Gas and  
Electrical, and of Underwriter's  
Laboratory.
- 2.7 Tenants shall provide the extension of existing local law 5 fire alarm system within their space. All interfaces to the Building's Class E system shall be installed in conduit.
- 2.8 Building Owner's Representative shall supervise all riser shutdowns.

#### 3.0 TELEPHONE

- 3.1 All telephone wire shall be concealed in conduit or thin wall tubing or, if not so concealed, shall be organized and bundled.

3.2 No telephone wire shall be run exposed on baseboards or walls.

#### 4.0 DOORS

4.1 All doors on elevator lobbies shall be full 7'-0" high and finished to match building standard finish.

#### 5.0 HARDWARE

5.1 All hardware to base building areas shall be Sargent Lock Company series D lockset, or equal, to receive interchangeable core, brushed chrome finish; 1-1/2 pair plain butt brushed chrome finish; 1-1/2 pair plain butt hinges Soss USP finish, floor stop and silencers.

5.2 All lock shall be keyed and mastered to Building setup. Two individual keys must be supplied to the Building Owner's Representative or Building Manager.

#### 6.0 EQUIPMENT

6.1 Equipment shall be suspended with fish plates through slab or steel beams depending on load.

6.2 All floor loading and steel work shall be subject to the prior approval of the Building Owner's structural engineer. Tenant shall be responsible for the costs of all controlled inspection by any professional engineers in connection with this work.

#### 7.0 PUBLIC AREAS SIGNAGE

7.1 All tenant signage in public areas must be approved by Building Owner's Architect.

#### 8.0 AIR CONDITIONING

8.1 Tenant shall be responsible for ensuring that such work is properly integrated into the existing Building systems with no adverse effects on the Building systems. Building Owner shall not be responsible for the proper HVAC design within the area of any Tenant Change. All piping connected to Building risers shall be flushed clean prior to connection.

8.2 The system shall be balanced at the completion of the job and the balancing report submitted to the Building Owner's Representative or Building Manager.

8.3 Tenant shall furnish design balancing figures to Building Owner's Representative or Building Manager.

8.4 All air conditioning components which directly tie into the base Building system shall match existing or shall receive prior approval from Building Owner's Mechanical Engineer. Proper pipe treatment/flushing shall comply with Owner's standards.

8.5 All unused ductwork shall be removed.

#### 9.0 PLUMBING

- 9.1 No water risers shall be shut down during Building business hours.
- 9.2 All plumbing shall conform to all applicable codes.
- 9.3 All fixtures shall match existing fixtures wherever possible.
- 9.4 No exposed plumbing is permitted.
- 9.5 All unused fixtures and piping shall be removed, and all unused piping shall be capped at its respective riser.
- 9.6 No plastic pipe will be permitted.
- 9.7 A Building maintenance engineer shall supervise all riser shutdowns.
- 9.8 All domestic water run outs from risers shall be copper pipe. This requirement shall not apply to condenser water run outs from risers.
- 9.9 All hot water lines shall be properly insulated, and where necessary, Building Owner may require of base building core toilets that cold-water lines be insulated.
- 9.10 No modifications to existing systems will be allowed without prior written approval from Building Ownership.
- 9.11 All piping, fittings, valves, etc. shall be properly insulated so as to prevent condensation and/or heat loss.
- 9.12 All waste lines shall be properly pitched and piped to ensure total drainage so as not to create or form traps (except as may be required, e.g. air handling units) in any manner. All waste line connections shall be made by means of long turn or 45 degrees "Y" fittings and shall maintain existing clean-out connections at fittings.
- 9.13 All piping run in other tenanted areas shall be done at times convenient to the tenant affected. All piping to be concealed. The method of concealment to be approved by Owner and the tenant affected.

## 10.0 SPRINKLERS

- 10.1 All sprinklers are to be installed to meet code requirements.
- 10.2 All hydraulic calculations are to be provided for Building Owner's engineers review and meet FM standards.
- 10.3 Vitaulic fitting will not be allowed.
- 10.4 Pipe to be screwed or welded. All connections to be screwed or welded. Vitaulic fitting or other mechanical connections will not be permitted.
- 10.5 Any changes to the present standpipe or water reserve tank systems will be at Tenant's expense.

11.0 VENETIAN BLINDS AND CURTAINS

- 11.1 All venetian blinds shall be 1" Leveler type off-white in color.
- 11.2 No curtain rods are to be installed in venetian blind pockets.
- 11.3 Curtain rods shall not be supported by any part of the acoustical tiled or affixed to window mullions. Rods shall be supported by headers attached to the ceiling's mechanical supports of black Iron.
- 11.4 Curtains, if any, are to be installed by Tenant. Such curtains shall be flameproof and shall not interfere with the proper functioning of the HVAC system.
- 11.5 Tenant must provide the standard window pocket for blinds. The ceiling plenum must be visibly enclosed.

12.0 CEILINGS

- 12.1 All ceilings shall meet all requirements of New York City Department of Buildings.
- 12.2 All acoustic ceiling tile shall be 2' x 2' slotted T type, except in special use areas such as computer rooms, conference rooms, etc.
- 12.3 All ceilings are to be supported independently and not from ductwork.

## EXHIBIT H

### RULES AND REGULATIONS

#### **I. Tenant shall not:**

1. Obstruct, encumber or use, or allow to permit any of its employees, agents, licensees or invitees to use, the sidewalks, driveways, entrances, passages, courts, arcades, esplanade areas, plazas, elevators, vestibules, stairways, corridors or halls of the Unit or the Building, outside of the Premises, in such a manner as to obstruct ingress and egress to and from the Unit, the Building or the Premises.
2. Attach awnings or other projections to the outside walls of the Unit or the Building or place bottles, plants, flowers, parcels or other articles, or lettering visible from the exterior, on the windows, windowsills or peripheral air-conditioning enclosures. Attach signs visible outside of the Premises.
3. Except with respect to computer areas (where Tenant shall use window boxes approved by Landlord), attach to, hang on or use in connection with, any exterior windows or entrance door of the Premises, any blinds, shades or screens as determined by Landlord. All drapes shall be hung on the interior side of the window blinds. Tenant shall not permanently affix anything to window mullions.
4. Place or leave any doormat or other floor covering in any area outside of the Premises.
5. Exhibit, inscribe, paint or affix any sign, insignia, advertisement, object or other lettering in or on any windows, doors, walls or part of the outside or inside of the Unit or the Building (exclusive of the inside of the Premises) without Landlord's approval, which approval shall not unreasonably be denied or withheld. The name(s) of Tenant and any permitted sublessee may be displayed on the entrance doors of the Premises occupied by each. The method by which any signs are to be affixed to the Unit or the Building shall be subject to Landlord's approval, which shall not be denied provided that Landlord is satisfied same will not damage the finish of the Unit's or the Building's interior surface upon removal.
6. Cover or obstruct the sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public areas of the Unit or the Building.
7. Place in, attach to, put in front of, or affix to any part of the exterior of the Unit or the Building, or any of the Unit's or the Building's halls, doors, corridors or vestibules located outside of the Premises, any lettering, signs, decorations, showcases, displays, display windows, packages, boxes or other articles.
8. Except in the normal decoration of the interior of the Premises, mark, paint, drill into or in any way deface any part of the Building, the Unit or the Premises or cut, bore or string wires therein.
9. Permit or allow bicycles or vehicles of any kind to be brought into or kept on or about the Unit, the Building or the Premises other than in any area specifically provided for same. Except for bicycle access provided to Tenant under the appropriate "Request for Bicycle Access" through the New York City Department of Transportation, Landlord shall thereafter complete its "Bicycle Access Plan" in accordance with Section 28-504.3 of the Administrative Code of the City of New York.
10. Make, or permit or allow to be made, any unseemly or disturbing noises, whether by musical instruments, recordings, radio talking machines, television, whistling, singing or in any other way, which might unreasonably disturb other occupants in the Unit or the Building or those having

business with them or impair or unreasonably interfere with the use or enjoyment by others of neighboring buildings or Premises.

11. Bring into or keep on any part of the Premises, the Unit or the Building any inflammable, combustible, radioactive or explosive fluid, chemical or substance, other than customary office and office cleaning supplies.

12. Place upon any of the doors (other than closet or vault doors) or windows in the Unit or the Building any locks or bolts which shall not be operable by the grand master key for the Unit and/or the Building, or make any changes in locks or the mechanisms thereof which shall make such locks inoperable by said grand master key unless such change is approved by Landlord, in which event Tenant shall give Landlord duplicate keys for such locks or bolts.

13. Remove, or carry into or out of the Premises, the Unit or the Building, any safe, freight, furniture, any bulky packages, boxes or crates or any heavy objects except in such freight or other elevators as Landlord may reasonably determine from time to time.

14. Engage or pay any employees on the Premises except those actually working for Tenant in the Premises, or advertise for laborers giving the Premises as an address.

15. Obtain, permit or allow in the Unit or the Building the purchase, or acceptance for use in the Premises, by means of a service cart, vending machines or otherwise, of any ice, drinking water, food, tobacco in any form, beverage, towel, barbering, boot blackening, cleaning, floor polishing or other similar items or services from any persons, except such persons, during such hours, and at such places within the Unit and/or the Building and under such requirements as may be determined by Landlord with respect to the furnishing of such items and service, provided that the charges for such items and services by such persons are not excessive. Provided that Tenant complies with Legal Requirements and Section 2.03(b) of the Lease, Tenant may install vending machines selling snacks and drinks solely for the use of its employees and invitees and Tenant may hire professional outside catering services (which catering services shall be subject to Landlord's approval) to provide such services to the Premises in the normal course of Tenant's daily business operations.

16. Close and leave the Premises at any time without closing all operable windows.

17. Permit entrance doors to the Premises to be left open at any time or unlocked when the premises are not in use. Tenant shall be responsible for the security of the Premises.

18. Encourage canvassing, soliciting or peddling in any part of the Unit or the Building outside of the Premises.

19. Use, or permit or allow any of its employees, contractors, suppliers or invitees to use, any space or part of the Unit or the Building, including the passenger elevators or public halls thereof, as a place to assemble or congregate for long duration, in the moving, delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks, wagons or similar items which are not equipped with such rubber tires, side guards and other safeguards which shall have been approved by Landlord or use any such hand trucks, wagons or similar items in any of the passenger elevators.

20. Cause or permit any food odors or any other unusual or objectionable odors to emanate from the Premises or permit any cooking or preparation of food except in areas approved by Landlord and in compliance with local ordinances.

21. Create or permit a public or private nuisance.
22. Throw or allow or permit to be thrown anything out of the doors, windows or skylights or down the passageways of the Building or store any items outside of Tenant's premises or place anything near or blocking any fire exit(s).
23. Lay vinyl tile or other similar floor covering so that the same shall come in direct contact with the floor or in a manner or by means of such pastes or other adhesives which shall not have been approved by Landlord, it being understood that if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material which is soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
24. Use, allow or permit the passenger elevators to be used for handling packages, cartons and shipments of materials or mail or by persons carrying bulky packages or by persons calling for or delivering goods to or from the Premises in a manner likely to cause damage to the passenger elevators. Tenant shall endeavor to cooperate with Landlord in enforcing this rule with those making deliveries to Tenant.
25. Request any of Landlord's agents, employees or contractors to perform any work, or do anything, outside of their regular duties, unless previously approved by the Building manager.
26. Invite to the premises or the Building, or permit the visit of, persons in such numbers or under such conditions as to unreasonably interfere with the use and enjoyment of any of the plazas, entrances, corridors, arcades, escalators, elevators or other facilities of the Building by other occupants thereof.
27. Use, permit or allow the use of any fire exits or stairways for any purpose other than emergency use.
28. Employ any firm, person or persons to move safes, machines or other heavy objects into or out of the Building, without prior approval of Landlord of such persons and the manner in which such items will be moved, which approval shall not be unreasonably withheld or delayed.
29. Install or use any machines or machinery of any kind whatsoever which may unreasonably disturb any persons outside of the premises.
30. Use the water and wash closets or other plumbing fixtures for any purpose other than those for which they were constructed, or allow or permit sweepings, rubbish, rags or other solid substances to be thrown therein.
31. Install any carpeting or drapes, or paneling, grounds or other decorative wood products considered furniture, which are not treated with fire retardant materials and, in such event, shall submit, to Landlord's reasonable satisfaction, proof or other reasonable certification of the materials' reasonably satisfactory fire retardant characteristics.
32. Tenant shall not allow its employees, contractors, suppliers or invitees to bring into the Building a dog, pet or any animal unless it is a certified "service animal."

33. Tenant shall endeavor to follow all rules set by the New York City Department of Transportation regarding trash recycling laws.

34. Tenant shall not bring in or allow employees, contractors, suppliers or invitees to bring into the Unit or the Building any live holiday decorations.

35. Tenant shall not dispose of anything considered outside customary office trash without notifying Landlord

**II. Tenant shall:**

1. Pay Landlord for any damages and reasonable costs or expenses incurred by Landlord with respect to the breach of any of the Rules and Regulations by Tenant, or any of its servants, agents, employees, licensees or invitees, or the misuse by Tenant, or any of the aforesaid, of any fixture or part of the premises or the Building and shall cause its servants, agents, employees, licensees and invitees to comply with the Rules and Regulations contained in or provided for by this Lease.

2. Upon the termination of this Lease, turn over to Landlord all keys, either furnished to, or otherwise procured by, Tenant with respect to any locks used by Tenant in the premises or the Building and, in the event of the loss of such keys, pay to Landlord the cost of procuring same.

3. Refrain from, and immediately upon receipt of notice thereof, discontinue any violation or breach of the Rules and Regulations contained in or provided for by this Lease.

4. Request Landlord to furnish passes to persons whom Tenant desires to have access to the premises during times other than Business Hours and be reasonable and liable to Landlord for all persons and acts of such persons for whom Tenant request such passes.

5. Furnish artificial light and electrical energy (unless Landlord shall furnish electrical energy as a service included in the Rent) at Tenant's expense for the employees of Landlord or Landlord's contractors while doing janitorial or other cleaning services or while making repairs or alterations in the premises.

6. Apply at the office of the Building's manager with respect to all matters and requirements of Tenant which require the attention of Landlord, its agents or any of its employees.

7. Pay Landlord's reasonable charges for the installation and replacement of ceiling tiles removed for Tenant by telephone installers or other in the premises and public corridors, if any.

8. Purchase from Landlord or Landlord's designee, at Landlord's option, all lighting tubes, lamps bulbs and ballasts used in the premises and pay Landlord, or Landlord's designees, as the case may be, its reasonable charges for the purchase and installation thereof.

9. Pay Landlord's reasonable charges for the hiring or providing of security guards during times when Tenant, or any subtenant of Tenant, is moving into or out of portions of the premises or when significant quantities of furniture or other materials are being brought into or removed from the premises or require use of the Loading Dock during non-business hours.

10. Comply with such rules and regulations as may be promulgated from time to time with respect to the use of the common areas of the Building as are applicable to all tenants of the Building.



11. Keep entirely unobstructed all of the vents, intakes, outlets, convectors and grilles at all times, and shall comply with and observe all regulations and requirements prescribed by Landlord for the proper functioning of the HVAC system.

**III. Landlord shall:**

1. Have the right to inspect all freight objects or bulky matter (except printed matter) brought into the Building and to exclude from the Building all object and matter which violate any of the Rules and Regulations contained in or provided by this Lease.

2. Have the right to require any person leaving the premises with any package, or other object or matter, to submit a pass, listing such package or object or matter, from Tenant.

3. Have no liability or responsibility for the protection of any of Tenant's property as a result of damage or the unauthorized removal of any such property resulting wholly or in part from Landlord's failure to enforce in any particular instance, or generally, any of Landlord's rights.

4. Have the right to require all persons entering or leaving the Building, during hours other than Business Hours, to sign a register and may also exclude from the Building, during such hours, all persons who do not present a pass to the Building signed by Landlord.

5. Furnish passes to persons for whom Tenant requests same.

6. Have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of other occupants of the Building.

7. Have the right to remove any violation of paragraph I items 2, 3, 4, 5, 6 or 7 of these Rules and Regulations without any right of Tenant to claim any liability against Landlord, and have the right to impose a reasonable charge against Tenant for removing any such violation or repairing any damages resulting therefrom.

EXHIBIT I  
10<sup>TH</sup> FLOOR EXPANSION SPACE

[attached]

2 HANSON PLACE  
Exhibit I  
10th Floor Expansion Premises

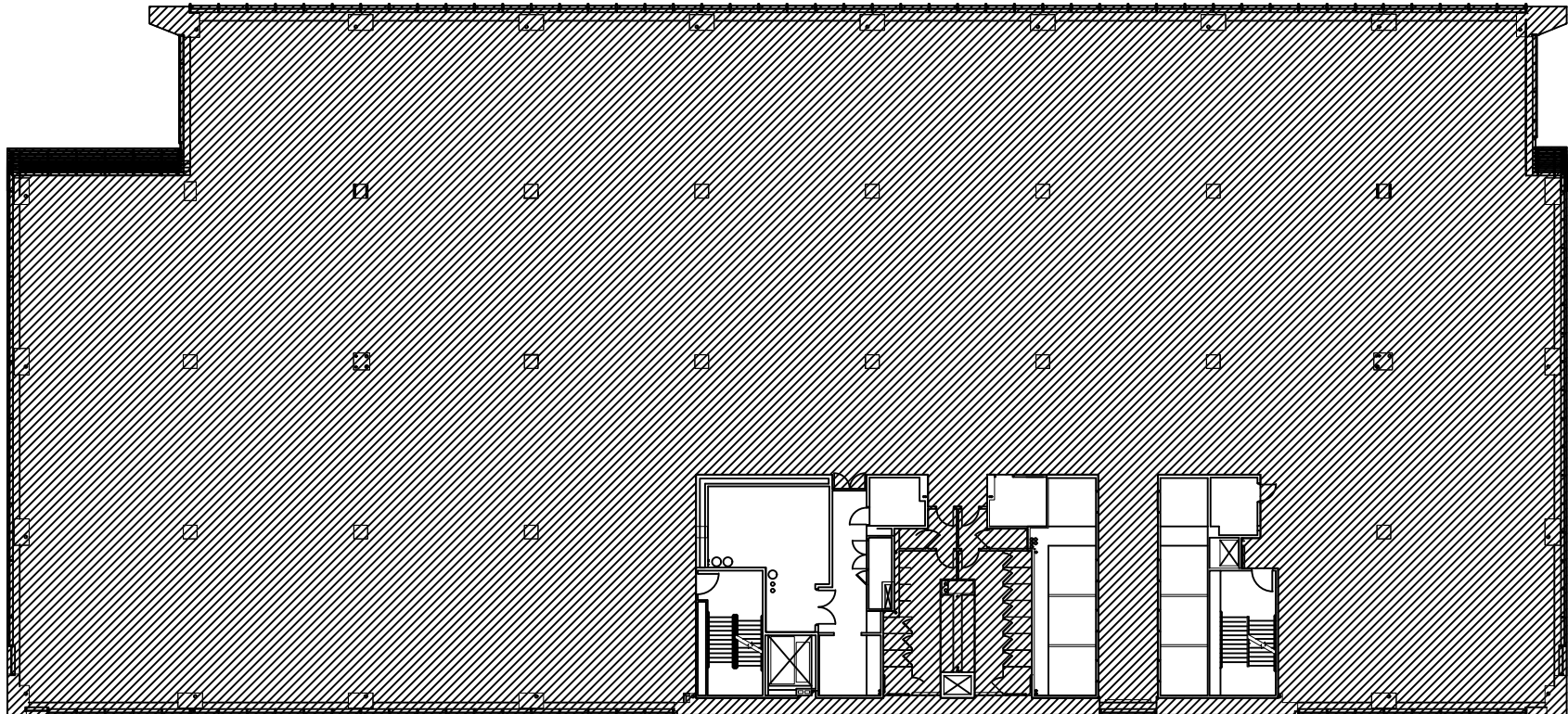


EXHIBIT J  
FORM OF MEMORANDUM OF LEASE

**MEMORANDUM OF LEASE**

Name and Address of Landlord: FC HANSON OFFICE ASSOCIATES, LLC  
c/o Brookfield Properties  
250 Vesey Street, 15th Floor  
New York, New York 10281

Name and Address of Tenant: [\_\_\_\_\_]   
40 Sylvan Road  
Waltham, Massachusetts 02451

Execution Date of Agreement of Lease (the "Lease"): \_\_\_\_\_, 20\_\_

Description of Demised Premises: The entire rentable area of the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) floors of the building located at and known by the street address of 2 Hanson Place, Brooklyn, New York 11217 (located on the land more particularly described on Schedule 1 attached hereto and made a part hereof) as such premises may be expanded or contracted from time to time pursuant to the terms of the Lease.

Term of the Lease: Commencing on the Commencement Date (as defined in the Lease) and ending on the last day of the calendar month in which the day immediately preceding the fifteenth (15th) anniversary of the Rent Commencement Date (as defined in the Lease) occurs, or such earlier date that the term of the Lease terminates pursuant to the terms thereof or pursuant to law.

Renewal Option: Subject to the terms of Article 36 of the Lease, Tenant has the option to renew the Term of the Lease for three (3) additional terms of five (5) years each, to be exercised no later than sixteen (16) months prior to the then scheduled expiration date.

Expansion Option: Tenant has certain fixed expansion rights to lease additional space as more particularly described in the Lease.

Memorandum of Lease: This instrument, executed in connection with the Lease, is intended to be and is entered into as a memorandum thereof for the purpose of recordation and the giving of notice of the Lease, and shall not, in any event, be construed to change, vary, modify or interpret the Lease or any of the terms, covenants or conditions thereof, which are set forth, described or summarized herein and reference is hereby made to the Lease for any and all purposes. All of the terms, covenants and conditions contained in the Lease are hereby incorporated herein by reference with like effect as if set forth herein verbatim. This Memorandum of Lease may be executed in counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LANDLORD:

FC HANSON OFFICE ASSOCIATES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF

} SS.:

COUNTY OF

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF

} SS.:

COUNTY OF

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**SCHEDULE 1**  
**LEGAL DESCRIPTION**



EXHIBIT K

REQUIRED CONTRACTORS

**Fire Alarm:**

DavED Fire Systems  
307 West Pleasantview Ave, Hackensack, NJ 07601  
David Hoshia – Owner  
Tim Brown – Account rep.  
201-342-7800

**Water Treatment (Condenser water):**

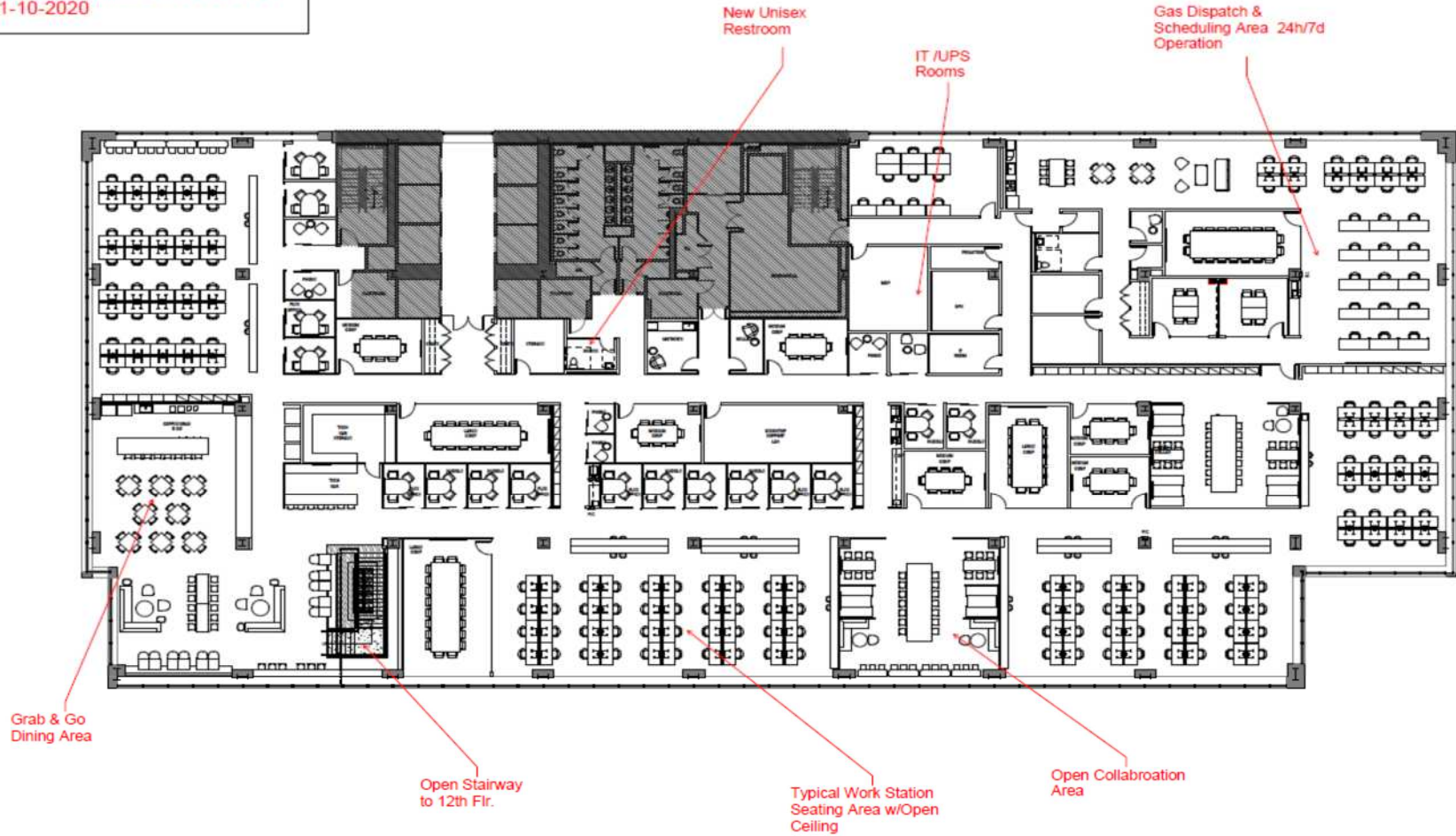
US Water  
12270 43<sup>rd</sup> Street NE St Michael, MN 55376  
Al Barba- Account Rep.  
917-579-2528  
Andrew Bittner – Account Rep.  
516-368-1523

**BMS :**

Automated Logic  
100 Delawanna Ave.- Suite 400  
Clifton , N.J. 07014  
973-596-4700  
Dan Carollo  
[Damiano.carollo@automatedlogic.com](mailto:Damiano.carollo@automatedlogic.com)

EXHIBIT L  
TENANT'S FLOOR PLANS

Proposed National Grid Floor 11  
01-10-2020



Proposed National Grid Floor 12  
01-10-2020

