

LEASE BETWEEN

POWER AUTHORITY OF THE STATE OF NEW YORK,

Landlord,

and

Tenant.

**Premises: 123 Main Street
White Plains, New York 10601**

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AGREEMENT OF LEASE, made as of this ___ day of _____, 19___, between POWER AUTHORITY OF THE STATE OF NEW YORK, a New York Public Authority, having an address at 123 Main Street, White Plains, New York 10601 (hereinafter referred to as "Landlord") and _____ with offices at _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord, is the owner of the land and all the improvements ("Building") erected thereon known and designated as 123 Main Street, White Plains, County of Westchester, State of New York and more particularly described in EXHIBIT "A" annexed hereto ("Property");

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to hire from Landlord, a portion of the _____ floor in the building known as the Clarence D. Rappleyea Office Building (formerly Centroplex) and located at 123 Main Street, White Plains, New York, 10601, on the Property and consisting of approximately _____ (_____) square feet (hereinafter referred to as the "Demised Premises") and as more particularly described on the floor plans annexed hereto as EXHIBIT "B" and made a part hereof; and

NOW THEREFORE, in consideration of the foregoing, Landlord and Tenant hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, trustees, successors and assigns, hereby covenant and agree as follows:

ARTICLE 1 - PREMISES & TERM

1.1. Landlord, in consideration of the rents hereinafter reserved and of the terms, covenants, conditions and agreements herein contained on the part of Tenant to be paid, observed and fulfilled, does hereby demise and lease the Demised Premises to Tenant and Tenant hereby hires the same from Landlord; subject to all present and future ordinances, laws, regulations, requirements and orders, including building restrictions and regulations, and all other present and future ordinances, laws, regulations, requirements and orders of all departments, boards, bureaus, commission and bodies, of any municipal, county, state or federal governments now or hereafter having or acquiring jurisdiction of the Demised Premised; Taxes (as hereinafter defined) not yet due and payable; all other present and future covenants, easements and restrictions affecting the Property and the Demised Premises and the revocable nature of any restriction, easement, agreement, ordinance or right affecting the Property and the Demised Premises.

1.2. The term of this Lease shall be _____ ("Term"), to commence on a date (hereinafter referred to as the "Commencement Date") which shall be the earlier of (i) the date on which the Demised Premises are substantially ready for occupancy (as defined in Article 3 hereof) or (ii) the date Tenant or anyone claiming under or through Tenant first occupies the Demised Premises for the conduct of its business, and shall end on the last day of the month in which occurs the _____ year and _____ month anniversary of the Commencement Date ("Expiration Date") or until such Term shall earlier or later cease and terminate as hereinafter provided.

ARTICLE 2 - RENT

2.1. Tenant shall pay to Landlord, or to such other person as Landlord may from time to time designate, at the address specified in or pursuant to Section 2.4, during the Term, fixed annual rent ("Fixed Rent"), over and above the other and additional payments to be made by Tenant as hereinafter provided, as follows:

(i) \$_____ per year from the Commencement Date through and including the day preceding the _____ (_____) anniversary of the Commencement Date;

(ii) \$_____ per year from the _____ (_____) anniversary of the Commencement Date through and including the day preceding the _____ (_____) anniversary of the Commencement Date;

(iii) \$_____ per year from the _____ (_____) anniversary of the Commencement Date through the Expiration Date;

2.2. Fixed Rent shall be paid in equal monthly installments on the first day of each and every month during the Term without any set-off or deduction whatsoever; provided however; that if Fixed Rent shall be payable for any period prior to the first day of the first full month during the Term, then such Fixed Rent shall be paid in a proportionate amount for the number of days in such period and paid as and when the first equal monthly installment is payable as aforesaid. Notwithstanding the foregoing, Tenant shall pay the first monthly installment of Fixed Rent upon execution of this Lease.

2.3. All sums other than Fixed Rent payable by Tenant hereunder shall be deemed Additional Rent. If Tenant shall fail to pay as and when due under this Lease any Fixed Rent or Additional Rent, and such failure shall not be remedied within the grace period (if any) applicable thereto under this Lease, Landlord shall have all of the rights and remedies provided in this Lease as in the case of default in the payment of the Fixed Rent, including any rights available to Landlord at law or in equity. Except as otherwise specifically provided in this Lease, the Fixed Rent and Additional Rent shall be paid without notice, demand, credit, abatement, deduction or set-off of any kind whatsoever. The Fixed Rent and Additional Rent are sometimes referred to collectively herein as "Rent".

2.4. Tenant shall pay the Rent to Landlord in lawful money of the United States of America which shall be legal tender for all debts, public and private, at the time of payment, at the office of Landlord set forth above, or to such other person or persons and/or at such other place or places as Landlord may designate from time to time by notice to Tenant. Tenant shall pay the Fixed Rent and Additional Rent as above and as hereinafter provided, by good and sufficient check (subject to collection) payable to the order of Landlord or to such other person or persons as Landlord may designate from time to time by notice of Tenant, drawn on a bank which is a member of the New York Clearinghouse Association or another bank approved in writing by Landlord. Any such payment shall be deemed made upon receipt thereof, subject to collection.

2.5. If Tenant shall fail to pay when due any installment of Fixed Rent for a period of five (5) Business Days after written notice is given to Tenant that such installment shall have become due, or if Tenant shall fail to pay any payment of Additional Rent for a period of five

(5) Business Days after written notice is given to Tenant that such payment shall have become due, then without regard to any other remedies which Landlord may have as a consequence of such default, Tenant shall pay interest thereon at the "Interest Rate" (as such term is defined in Article 27 hereof), from the date when such installment shall have become due or notice of such Additional Rent being due is given (as the case may be) to the date of the payment thereof, and such interest shall be deemed Additional Rent.

2.6. If tenant fails to pay any Fixed Rent or Additional Rent on the date they are due and payable, the unpaid amounts will be subject to a late payment charge equal to 2% of the unpaid amounts. This late payment charge is intended to compensate Landlord for its additional administrative costs resulting from Tenant's failure, and has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs that will be incurred by Landlord as a result of Tenant's failure. The actual cost in each instance is extremely difficult, if not impossible, to determine. This late payment charge will constitute liquidated damages and will be paid to Landlord together with such unpaid amounts. The payment of this late payment charge will not constitute a waiver by Landlord of any default by Tenant under this Lease.

2.7. Any obligation of Tenant for payment of Rent which shall have accrued with respect to any period during or prior to the Term shall survive the expiration or termination of this Lease.

2.8. In the event that Tenant is in arrears in payment of Fixed Rent or Additional Rent hereunder, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items it sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

2.9. For the purposes hereof "Net Rent" shall mean:

(i) \$ _____ per year from the Commencement Date through and including the day preceding the _____ anniversary of the Commencement Date;

(ii) \$ _____ per year from the _____ anniversary of the Commencement Date through and including the day preceding the _____ anniversary of the Commencement Date;

(iii) \$ _____ per year from the _____ of the Commencement Date through the Expiration Date;

2.10. Anything herein to the contrary notwithstanding, provided this Lease shall be in full force and effect and Tenant shall not be in default hereunder beyond any applicable notice and grace period, the Fixed Rent shall abate to the extent of the Net Rent for the first _____ months following the Commencement Date.

ARTICLE 3 - LANDLORD'S INITIAL INSTALLATION

3.1. Tenant shall submit to Landlord not less than six (6) duplicate sets of complete and detailed final architectural, mechanical and engineering plans and specifications showing the alterations required by Tenant to the Demised Premises in order to prepare the Demised Premises for Tenant's occupancy, which plans and specifications shall be prepared by Tenant at Tenant's sole cost and expense. Tenant's plans and specifications shall be submitted to Landlord within thirty (30) days from the date hereof for Landlord's approval. The plans and specifications, as approved by Landlord, are hereinafter referred to as the "Final Plans" and all work required by the Final Plans is hereinafter referred to as "Landlord's Initial Installation". The approval of the Final Plans by Landlord shall not be deemed to create any liability on the part of Landlord with respect to the design or specifications set forth in the Final Plans. The Final Plans shall be in sufficient detail to enable Landlord to perform Landlord's Initial Installation. Tenant shall also furnish any and all documents and information which Landlord may reasonably require for submission to its insurance company(s), mortgagee(s), contractors and other interested parties. Tenant shall be responsible for showing that the Final Plans comply with all applicable laws, rules, ordinances, requirements and regulations of all governmental and quasi governmental authorities having jurisdiction over Landlord's Initial Installation and Tenant shall be liable for and shall indemnify Landlord against any and all claims and expenses arising from or relating to the failure of the Final Plans to meet such requirements including, without limitation, any and all costs incurred for revising the Final Plans and correcting faulty work resulting from errors or omissions in the Final Plans. Landlord's approval of the Final Plans, Landlord's description of the kind and extent of work to be set forth in the Final Plans and Landlord's performance of the work in conformity with the Final Plans shall not make Landlord liable for any expense or claim which may arise from or relate to the failure of Landlord's Initial Installation to meet applicable laws, rules, ordinances, requirements and or regulations of any governmental or quasi-governmental authority having jurisdiction thereon nor shall Landlord's approval of the Final Plans, performance of Landlord's Initial Installation or any statement made herein or in the body of the Lease constitute an expressed or implied representation of Landlord that any or all work performed and installation supplied pursuant to the Final Plans is suitable for the particular requirements of Tenant or any specific or general use and purpose of Tenant.

3.2. Landlord (or Tenant at Landlord's request) shall, if required by law, cause the Final Plans and or appropriate building notices and forms relating thereto to be filed with and approved by any governmental and quasi-governmental authorities having jurisdiction over Landlord's Initial Installation. All costs, fees and expenses incurred in connection with obtaining the approvals of and filings with such governmental and quasi-governmental authorities as well as all engineering and architectural costs, if any, shall be paid for by Landlord as part of the cost of Landlord's Initial Installation

3.3. The submission of the Final Plans to Landlord shall be deemed authorization by Tenant for Landlord to proceed with the work shown on the Final Plans, subject to the provisions hereof.

3.4. Landlord's obligation for the cost of performing Landlord's Initial Installation, including, without limitation, all costs, fees and expenses incurred in connection with filings and obtaining approvals and engineering and architectural costs shall be limited to \$_____ (\$_____) psf ("Landlord's Contribution"). Prior to Landlord commencing the performance of Landlord's Initial Installation, Landlord shall advise Tenant of its estimate of the total cost of Landlord's Initial Installation ("Estimated Cost"). If the Estimated Cost is in

excess of Landlord's Contribution, then within three (3) days of Landlord's delivery of the Estimated Cost and prior to Landlord proceeding with Landlord's Initial Installation, Tenant shall pay to Landlord the amount by which the Estimated Cost exceeds Landlord's Contribution. Tenant shall be liable to Landlord or Landlord's designated agent for costs incurred by Landlord in the completion of Landlord's Initial Installation to the extent that such costs are in excess of Landlord's Contribution or incurred as a result of a change by Tenant in the work as shown on the Final Plans. Landlord or Landlord's agent shall inform Tenant by notice of the cost of such changes in work which shall be payable by Tenant on demand. Any amounts payable by Tenant pursuant to this Article 3 shall be paid together with a handling and supervision fee of fifteen percent (15%) (such costs together with all such fees being, collectively, "Tenant's Contribution"). Landlord shall perform such extra work only if Tenant pays Landlord for the cost thereof as herein required.

3.5. Landlord's Initial Installation shall be deemed to be substantially completed ("Substantial Completion" or "Substantially Completed") on the date ("Substantial Completion Date") when Landlord's Initial Installation shall have been completed in accordance with the Final Plans with the exception of: (i) punchlist items, (ii) insubstantial details of construction, mechanical adjustment or decoration or (iii) if Landlord's Initial Installation has been Substantially Completed except for portions thereof which under good construction scheduling practice should be done after still uncompleted work which Tenant wishes to perform at the Demised Premises.

3.6. The term "Tenant Delay" shall mean any delay that Landlord may encounter in the completion of Landlord's Initial Installation by reason of any act, neglect, failure or omission of Tenant, its agents, servants, contractors, architect or employees, in the performance of Tenant's obligations under this Article 3, including:

- (i) Any delay in submission of the Final Plans for the entire Demised Premises;
- (ii) Any delay due to changes made by or on behalf of Tenant in the Final Plans;
- (iii) Any delay arising out of or in connection with Tenants performance of any work in the Demised Premises;
- (iv) Any delay due to Tenant's request for items to be installed within the Demised Premises that have a delivery date which does not provide sufficient time for installation prior to the otherwise anticipated Substantial Completion Date; and
- (v) Non-payment of any installment of Tenant's Contribution, or any other payment required of Tenant under this Article 3 or elsewhere in the Lease, when due.

If the Substantial Completion Date shall be delayed by reason of a Tenant Delay, then the Substantial Completion Date shall be deemed to have occurred on the date when the Demised Premises would have been Substantially Completed (even though no certificate of occupancy or other similar certificate or permit [temporary or final] has been issued or no work to be done by Landlord has been commenced or completed) but for any such Tenant Delay as determined by Landlord in its reasonable discretion whether or not any such Tenant Delay could have been avoided by the commitment by Landlord of additional personnel to the performance of

Landlord's Initial Installation. In addition, Tenant shall, promptly upon demand, reimburse Landlord for all damages resulting from such delays.

3.7. Landlord shall provide Tenant with not less than five (5) days prior notice of the anticipated Substantial Completion Date, provided, however that Landlord shall not be liable to Tenant and this Lease shall not be affected by Landlord's failure to so deliver the Demised Premises on such anticipated date except that the Commencement Date shall be the date that Landlord's Initial Installation is Substantially Completed in accordance with the provisions of this Article 3.

3.8. Landlord shall obtain a certificate(s) of occupancy required for Tenant's occupancy of the Demised Premises upon Substantial Completion of Landlord's Initial Installation. If, as of the Commencement Date, Landlord shall have obtained only a temporary certificate of occupancy with respect to the Demised Premises, Landlord shall diligently thereafter attempt to obtain a permanent certificate of occupancy therefor.

3.9. Landlord shall, in accordance with the foregoing, fix the Commencement Date and shall notify Tenant of the date so fixed. When the Commencement Date has been so determined, at Landlord's request, the parties hereto shall within fifteen (15) days after such request, execute a written agreement confirming such date as the Commencement Date. Any failure of the parties to execute such written agreement shall not affect the validity of the Commencement Date as fixed and determined by Landlord as aforesaid.

3.10. Tenant by entering into occupancy of the Demised Premises shall be conclusively deemed to have agreed that Landlord up to the time of such occupancy had performed all of its obligations hereunder and that the Demised Premises were in satisfactory condition as of the date of such occupancy, unless within (i) ten (10) days after such date Tenant shall give written notice (hereinafter called the "Punchlist Notice") to Landlord specifying the respects in which the same were not in satisfactory condition, or (ii) six (6) months from such date Tenant shall give notice to Landlord (hereinafter called the "Latent Defects Notice") specifying the latent defects in the Demised Premises, in which event the Demised Premises shall be conclusively deemed to be in satisfactory condition except for the items set forth in the Punchlist Notice or Latent Defects Notice which items Landlord shall act diligently to complete or correct, as the case may be. The giving of the Punchlist Notice shall have no effect whatsoever upon the Commencement Date.

ARTICLE 4 - TAX ESCALATION

4.1.A. The following terms contained in this Article 4 shall have the meanings hereinafter set forth as such terms are used throughout this Lease, including the exhibits, schedules and riders hereto (if any).

(i) "Taxes" shall mean all such taxes, payments in lieu of taxes paid by Landlord pursuant to any current or future agreements, assessments, use and occupancy taxes in respect of this Lease and any subleases made hereunder, water and sewer charges, rates and rents, water and other meter charges and all such other charges, taxes, levies and sums of every kind or nature whatsoever (even if not payable by Landlord by reason of exemption, abatement or any other reason), general and special, extraordinary as well as ordinary, whether or not now within the contemplation of the

parties, as shall or may during or in respect of the Term (or any period prior to the Term for which Fixed Rent is payable) be assessed, levied, charged or imposed upon or become a lien on the Property, Building, or Demised Premises, or any part thereof, or anything appurtenant thereto, or the sidewalks, streets or roadways in front of, adjacent to or appurtenant to the Property, Building or Demised Premises (and which have a basis related in any way to the Property, Building, or Demised Premises and/or the use or manner of use thereof), or which, if imposed on Tenant or in respect of the Property, Building or Demised Premises and if not paid by Tenant, would be collectible from Landlord, or which have been so assessed, levied, charged or imposed prior to the Term (but, in the last-mentioned case, only with respect to a period falling within the Term); provided, however, that, except if and to the extent otherwise provided in the succeeding sentence, Taxes shall not mean federal, state or local income taxes, franchise, excise, gift, transfer, capital stock, estate, succession or inheritance taxes or penalties or interest for late payment of any tax in respect of which Tenant shall have duly made payment of Additional Rent as herein provided. If, at any time during the Term, the methods of taxation prevailing at the commencement of the Term shall be altered so that, in lieu of or as a substitution in whole or in part for the taxes, assessments, levies, impositions or charges now or hereafter levied, assessed or imposed on real estate and the improvements thereon, shall be levied, assessed or imposed any tax or other charge on or in respect of the Property, Building and/or Demised Premises or the rents, income or gross receipts of Landlord therefrom (including any county, town, municipal, state or federal levy), then such tax or charge shall be deemed a Tax, but only to the extent that such Tax would be payable if the Property, Building or Demised Premises, or the rent, income or gross receipts received therefrom, were the only property of Landlord subject to such Tax, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Taxes.

(ii) "Base Year Taxes" shall mean the Taxes as finally determined for the Base Tax Year.

(iii) "Base Tax Year" shall mean the tax fiscal year _____ through

(iv) "Subsequent Tax Year" shall mean any tax fiscal year commencing after the expiration of the Base Tax Year.

4.2. If the Tax for any Subsequent Tax Year during the Term exceed the Base Year Taxes when a payment by Tenant is due (as initially imposed, if not finally determined pursuant to Section 4.3), Tenant shall pay Landlord, as Additional Rent, Tenant's Proportionate Share of such excess within fifteen (15) days after Landlord shall furnish to Tenant, Landlord's Statement (as such term is defined in Article 27 hereof) setting forth the amount thereby due and payable by Tenant regardless of whether such increase results from a higher tax rate and/or an increase in the assessed valuation of either the Property or Building or any other tax. If Taxes are payable by Landlord to the applicable taxing authority in installments, then Landlord shall bill Tenant for Tenant's Proportionate Share of the Taxes in corresponding installments, such that Tenant's payment is due not more than fifteen (15) days prior to the date when Landlord is obligated to pay the Taxes to the applicable taxing authority. If the actual amount of Taxes are not known to Landlord as of the date of Landlord's Statement, then Landlord may nevertheless bill Tenant for such installment on the basis of a good faith estimate, in which event Tenant shall pay the amount so estimated within fifteen (15) days

after receipt of such bill, subject to prompt refund by Landlord, or payment by Tenant, upon a supplemental billing by Landlord once the amount actually owed by Tenant is determined. Upon Tenant's request, Landlord shall provide Tenant with a copy of the current tax bill used in the preparation of Landlord's Statement. Reasonable fees and expenses, if any, incurred in obtaining any reduction in assessed valuation from the tentative assessment to the final assessment shall also be considered an increase in Taxes for the purpose of this provision.

4.3. If Landlord receives any refund of Taxes for any Subsequent Tax Year for which Tenant has made a payment pursuant hereto (which refund is not related in any manner to Landlord's or the Building's tax exempt status), Landlord shall (after deducting from such refund all expenses incurred in connection therewith) pay Tenant, if not in default hereunder, Tenant's Proportionate Share of the net refund. If Landlord succeeds in reducing any assessed valuation for the Property and the Building prior to the billing of Taxes for any Subsequent Tax Year, Tenant shall pay Landlord Tenant's Proportionate Share of the expenses so incurred by Landlord.

4.4. If any Subsequent Tax Year is only partially within the Term, all payments pursuant hereto shall be appropriately prorated, based on the portion of the Subsequent Tax Year which is within the Term. Except as limited by Articles 19 and 20; (i) Tenant's obligation to make the payments required by this Article 4 shall survive the Expiration Date or any sooner termination of this Lease; and (ii) Landlord's obligation to make the payments required by Section 4.4 shall survive the Expiration Date or any sooner termination of this Lease.

ARTICLE 5 - EXPENSE ESCALATION

5.1. The following terms contained in this Article 5 shall have the meanings hereinafter set forth as such terms are used throughout this Lease, including the exhibits, schedules and riders hereto (if any).

(a) "Base Operating Expenses" shall mean the Operating Expenses incurred for calendar year _____.

(b) "Operational Year" shall mean each calendar year during the Term commencing with _____.

(c) "Operational Year Operating Expenses" shall mean the Operating Expenses incurred during the applicable Operational Year.

(d) For purposes hereof, "Operating Expenses" shall mean all expenses incurred by Landlord, on an accrual basis, for the operation, cleaning, and maintenance of the Building and its plazas, garage, sidewalks and curbs (collectively, "Landlord's Property"), including all expenses incurred as a result of Landlord's compliance with any of its obligations hereunder, and shall include the following items (without limitation):

(i) salaries, wages, medical, surgical and general welfare benefits (including group life and payroll taxes, workmen's compensation, union benefits paid by employer, unemployment insurance, social security and other similar taxes of or with respect to employees of Landlord (excluding any salary above the grade of building manager) and/or independent contractors engaged in operation and maintenance;

- (ii) payments made to independent contractors for maintenance, cleaning and/or operation;
- (iii) the cost of uniforms, including dry cleaning thereof, for employees;
- (iv) the cost of all gas, steam, heat, ventilation, air conditioning and water (including sewer rental to the extent not included in Taxes [as defined in Section 4.1.A.], together with any taxes;
- (v) the cost of all rent, casualty, war risk (if obtainable), liability, excess liability, property damage, indemnification, plate glass, multi-risk and other insurance covering Landlord and/or all or any portion of Landlord's Property;
- (vi) the cost of all supplies (including cleaning supplies), tools, materials and equipment;
- (vii) the cost of all charges to Landlord for electricity consumed for the public areas of the Building and Building systems and equipment, together with any taxes thereon but excluding electricity used at the Demised Premises and other portions of the Building leased to tenants, to the extent payable by Tenant or other tenants;
- (viii) repairs or replacements which are not capital items amortized over more than one year made by Landlord, at its expense;
- (ix) straight line depreciation or amortization over their reasonably estimated useful lives (including interest at the rate of two percent (2%) in excess of the 'prime rate' or 'base rate' of Citibank, N.A. at the time such expenditure is made) of any expenditure for a capital improvement which results in a reduction of Operating Expenses;
- (x) commercially competitive management fees;
- (xi) vault, sales, use and frontage taxes;
- (xii) dues and fees for trade and industry associations and costs of their related activities, all relating to Landlord's Property;
- (xiii) Building and home-office administrative costs for bookkeeping with respect to the Building and telephone;
- (xiv) attorney's fees and fees paid to other professionals for services rendered in connection with the maintenance and/or operation of Landlord's Property provided, however, that Operating Expense shall not include fees paid to attorneys and other professionals for services rendered in connection with the preparation, negotiation and execution of tenant leases, resolution of tenant disputes, financing or refinancing the mortgage;

(xv) any and all expenses incurred by Landlord in connection with compliance with any law, rule, order, ordinance, regulation or requirement of any governmental authority having or asserting jurisdiction or any order, rule, requirement or regulation of any utility company, insurer of Landlord or the Board of Fire Underwriters (or successor organization) except to the extent excluded by Section 5.1.(e)(1) amortized on a straight line basis as per clause ix; and

(xvi) any and all other expenses incurred by Landlord for operation and maintenance of Landlord's Property which are customary for similar buildings in the City of White Plains.

e. Anything to the contrary hereinabove notwithstanding, the term 'Operating Expenses' shall exclude the following:

(i) amortization on the Building or equipment other than annual amortization on a straight line basis of the cost of any capital improvements made to the building after the Base Year that reduce the Operating Expense (and only to the extent of the reduction) or that are required under any governmental law or regulation that was not applicable to the Building on the Commencement Date of this Lease.

(ii) cost of tenants' improvements and rent concessions;

(iii) real estate broker's commissions;

(iv) capital items other than those referred to in clause (i) above;

(v) ground rent, mortgage interest, financing and debt service fees;

(vi) costs incurred by the negligence or wilful misconduct of Landlord;

(vii) non-arm's length payments to Landlord's affiliates or to family members of any partner or shareholder, officer or employee of Landlord to the extent same exceed the reasonable and customary charges paid for such services;

(viii) costs of electricity furnished and metered directly to tenants of the building;

(iv) costs of repair or replacement incurred by reason of fire or other casualty or of eminent domain;

(x) costs and expenses incurred in complying with the response, remediation, removal, containment or disposition of asbestos, underground storage tanks or hazardous or toxic substances as defined in RCRA, CERCLA and SARA, TSCA or similar state and local laws affecting the environment provided such laws or regulation are only those in effect on the date this Lease is executed;

(xi) depreciation;

- (xii) advertising or promotional expenditures;
- (xiii) construction defects existing prior to the Commencement Date;
- (xiii) the cost of any items for which Landlord is reimbursed by insurance or otherwise compensated.

5.2. If Landlord shall purchase any item of capital equipment or make any capital expenditure intended to result in savings or reductions in the Operating Expenses and which Landlord reasonably believes shall provide Tenant with the benefit of a savings or reduction in such Operating Expenses based upon the advice of Landlord's consultants, then the costs for same shall be included in the Operating Expenses, to the extent hereinafter set forth. Landlord shall deliver to Tenant, promptly following Tenant's request, a copy of any concluded studies conducted by Landlord which show anticipated savings or reductions in such Operating Expenses as a result of any planned capital expenditure or purchase of capital equipment. The costs of capital equipment or capital expenditures are so to be included in the Operating Expenses in which the costs are incurred and in any subsequent years, on a straight-line basis, to the extent that such items are amortized over such period of time as reasonably can be estimated at the time in which such savings or reductions in such Operating Expenses are expected to equal Landlord's costs for such capital equipment or capital expenditure, with an interest factor equal to two percent (2%) above the interest rate payable on United States Treasury securities having a maturity comparable to the period of amortization at the time Landlord incurred said costs. If Landlord shall lease any such item of capital equipment designed to result in savings or reductions in any Operating Expenses, then the rentals and other costs paid pursuant to such leasing shall be included in such Operating Expenses for the year in which they were incurred. If Landlord shall purchase any item of capital equipment or make any other capital expenditure in order to comply with Legal Requirements, Insurance Requirements or Environmental Laws or in order to benefit or increase the safety and security of the Building, Property or tenants and/or invitees, then the costs for same shall be included in the Operating Expenses for the year in which the costs are incurred and subsequent years, on a straight-line basis, amortized over the useful life of such items, with an interest factor equal to two percent (2%) above the interest rate payable on United States Treasury securities having a maturity comparable to the useful life of such items at the time Landlord incurred said costs. If Landlord shall lease any such item of capital equipment to comply with Legal Requirements, Insurance Requirements, Environmental Laws or to increase safety and security then the rentals and other costs paid pursuant to such leasing shall be included in the Operating Expenses for the year in which they were incurred.

5.3. In determining the amount of the Base Operating Expenses or the Operating Expenses for any Operational Year, if less than ninety-five percent (95%) of the rentable area of the Building shall have been occupied or leased at any time during any such year, the Base Operating Expenses or the Operating Expenses for any such Operational Year shall be adjusted to an amount equal to the like expenses which would normally be expected to be incurred had the occupancy of the Building been ninety-five percent (95%) throughout the applicable year.

5.4. If Landlord is not furnishing any particular work or service (the cost of which if performed by Landlord would constitute an Operating Expense) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, the

Operational Year Operating Expenses for each Operational Year during which such situation shall occur shall be increased by an amount equal to the additional Operating Expense which reasonably would have been incurred during such period by Landlord if it had at its own expense furnished such service or services to such Tenant.

5.5. In any Operational Year in which Operational Year Operating Expenses exceed Base Operating Expenses, Tenant shall pay to Landlord Tenant's Proportionate Share of such excess.

5.6. During or after the first Operational Year, Landlord shall forward to Tenant, Landlord's Statement of the Base Operating Expenses. Thereafter, during each succeeding Operational Year during the Term, Landlord shall forward to Tenant, Landlord's Statement of the Operational Year Operating Expenses for the prior Operational Year and a computation of the amount payable by Tenant pursuant to this Article 5 for such Operational Year.

5.7.A. With each installment of Fixed Rent payable during the first Operational Year, Tenant shall pay Landlord on account Tenant's proportionate share of 1/12th of Base Operating Expenses due pursuant to this Article 5 for such Operational Year.

B. With each installment of Fixed Rent payable during the Term during and after the second Operational Year, Tenant shall pay to Landlord on account of the amount payable pursuant to this Article 5 for the then Operational Year:

(i) until Landlord forwards the applicable Landlord's Statement for the preceding Operational Year, the amount of the monthly payment due during December of such Operational Year; and

(ii) after Landlord forwards the applicable Landlord's Statement for the preceding Operational Year, one-twelfth (1/12th) of 110% of the amount payable pursuant to this Article 5 for such preceding Operational Year.

5.8. Once Landlord forwards the applicable Landlord's Statement for the preceding Operational Year, Landlord and/or Tenant, as the case may be, promptly shall make appropriate payment to the other (without interest) of any amount overpaid by Tenant or owing to Landlord for such Operational Year based on the amount due pursuant to such Landlord's Statement and amounts theretofore paid by Tenant for such preceding Operational Year.

5.9. Tenant's obligation to make any payment pursuant to this Article 5 shall survive the Expiration Date or any sooner termination of this Lease and shall be appropriately prorated for any Operational Year which is only partially within the Term.

5.10. The Landlord's Statement given pursuant to Section 5.6 shall be binding upon Tenant unless, within thirty (30) days after its receipt of such Landlord's Statement, Tenant notifies Landlord of its disagreement therewith, specifying the portion thereof with which Tenant disagrees. Pending resolution of such dispute, Tenant shall, without prejudice to its rights, pay all amounts determined by Landlord to be due, subject to prompt refund by Landlord (without interest) upon any contrary determination.

5.11. Landlord shall have the absolute right, at all times during the Term and any Extension Term, (as hereinafter defined) to increase, reduce, alter or otherwise modify the way in which it uses, operates, repairs, or maintains the Building and/or the Property and the cost thereof. Nothing contained herein shall require Landlord to incur or provide any particular service or charge in connection with its use, operation, repair or maintenance of the Building and/or Property, it being agreed and understood that the items described in Section 5.1(d) are by way of illustration only and shall not obligate Landlord thereto, except that Landlord shall maintain the Building and Property in such condition as is otherwise provided for herein.

ARTICLE 6 - USE OF DEMISED PREMISES

6.1. Subject to the provisions of this Article 6, Tenant shall have the right to use the Demised Premises for general office purposes and for no other purposes.

6.2.A. Tenant shall not use or occupy the Demised Premises in any manner or suffer or permit the Demised Premises or any part thereof to be used in any manner, or do or suffer or permit anything to be done in the Demised Premises, or bring anything into the Demised Premises or suffer or permit anything to be brought into the Demised Premises, which would in any way do any of the following: (i) violate any of the provisions of the Mortgage (as hereinafter defined); (ii) violate any Legal Requirements, Insurance Requirements or Environmental Laws; (iii) make void or voidable any insurance policy then in force with respect to the Demised Premises, Building or Property; (iv) make unobtainable from insurance companies authorized to do business in the State of New York and rated by Best's Insurance Rating Service with a rating at least equal to A:XII, at standard rates without any special premium or charge, any fire or other casualty insurance with extended coverage, or rental, liability or boiler and machinery insurance, or other insurance provided for in Article 16 or otherwise may be required to be furnished by Landlord under the terms of the Mortgage with respect to the Demised Premises; (v) cause physical damage to the Demised Premises, Building or Property, or any part thereof; (vi) constitute a public or private nuisance; (vii) in the judgment of Landlord, substantially impair the appearance, dignity or character of the Demised Premises, Building or Property or impose any additional burden upon Landlord in its operation; (viii) cause Tenant to default in the observance and performance of any of its other obligations to be observed and performed under this Lease; (ix) unreasonably interfere with the effectiveness or accessibility of the utility, mechanical, electrical and other systems installed or located anywhere at the Demised Premises; or (x) violate any of the Building's Rules and Regulations annexed hereto as EXHIBIT " _____ ", as same may be amended from time to time.

B. Tenant shall not use or permit all or any part of the Demised Premises to be used for the: (i) storage for purpose of sale of any alcoholic beverage in the Demised Premises; (ii) storage for retail sale of any product or material in the Demised Premises; (iii) conduct of a manufacturing, printing or electronic data processing business, except that Tenant may operate business office reproducing equipment, electronic data processing equipment and other business machines for Tenant's own requirements (but shall not permit the use of any such equipment by or for the benefit of any party other than Tenant); (iv) rendition of any health or related services, conduct of a school or conduct of any business which results in the presence of the general public in the Demised Premises; (v) conduct of the business of any employment agency or executive search firm; (vi) conduct of any public auction, gathering, meeting or exhibition; (vii) conduct of a stock brokerage office or business; (viii) conduct of any business

open to the public without a prior appointment; (ix) occupancy of a foreign, United States, state, municipal or other governmental or quasi-governmental body, agency or department or any authority or other entity which is affiliated therewith or controlled thereby; (x) a bank, trust company, savings bank, industrial bank, savings and loan association or personal loan bank (or any branch office or public accommodation office of any of the foregoing), or (xi) a public stenographer or typist, barber shop, beauty shop, beauty parlor, telephone or telegraph agency, telephone or secretarial service, messenger service, travel or tourist agency.

C. Tenant shall not obtain or accept for use in the Demised Premises ice, drinking water, food, beverage, towel, barbering, boot blacking, floor polishing, lighting maintenance, cleaning or other similar services from any party not theretofore approved by the Landlord (which party's charges shall not be excessive). Such services shall be furnished only at such hours, in such places within the Demised Premises and pursuant to such regulations as Landlord prescribes. If Tenant uses any portion of the Demised Premises for the preparation or consumption of food, Tenant shall pay to Landlord the cost of employing, on a regular basis, an exterminator to keep the Demised Premises free from vermin. Tenant shall cause all food preparation areas to be properly ventilated so that no odor shall emanate from the Demised Premises to any other portion of the Building, and shall bag all wet garbage and place the same in containers that prevent the escape of odor.

6.3. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Demised Premises or any part thereof, then Tenant, at its sole cost and expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant shall, at all times, comply with the terms and conditions of each such license or permit, but in no event shall failure to procure and maintain same by Tenant affect Tenant's obligations hereunder. Tenant shall not use or occupy the Demised Premises, or suffer or permit anyone to use or occupy the Demised Premises, in violation of any certificate of occupancy issued for the Building or Property.

6.4. Tenant shall not place, or suffer, or permit anyone to place a load upon any floor of the Building that exceeds the floor load per square foot that such floor was designed to carry and which is allowed by certificate, rule, regulation, permit or law, nor shall Tenant overload, or suffer, or permit anyone to overload any wall, roof, land surface, pavement, landing or equipment on the Demised Premises.

6.5.A. Tenant shall not release, discharge or dispose of, or permit, cause or suffer any release, discharge or disposal of any Hazardous Material at the Demised Premises in violation of any Environmental Law. Tenant shall not permit or suffer the manufacture, generation, storage, transmission or presence of any Hazardous Material over or upon the Demised Premises in violation of any Environmental Law.

B. Tenant shall: (i) promptly, upon learning thereof, notify Landlord of any violation of, or non-compliance with, potential violation of or non-compliance with, or liability or potential liability under, any Environmental Law concerning the Demised Premises, (ii) promptly make (and deliver to Landlord copies of) all reports or notices that Tenant is required to make under any Environmental Law concerning the Demised Premises and maintain in current status all permits and licenses required under any Environmental Law concerning the Demised Premises, (iii) immediately comply with any orders, actions or demands of any governmental and quasi-governmental authority with respect to the discharge, clean-up or removal of Hazardous

Materials at or from the Demised Premises due to a breach of a covenant set forth in Section 6.5.A, (iv) pay when due the cost of removal of, treatment of, or the taking of remedial action with respect to, any Hazardous Material on the Demised Premises which is required by an Environmental Law due to a breach of a covenant set forth in Section 6.5.A, (v) keep the Demised Premises free of any lien imposed pursuant to any Environmental Law in respect of a breach of a covenant set forth in Section 6.5.A, (vi) from time to time, upon the request of Lessor, execute such affidavits, certificates and statements concerning Tenant's knowledge and belief concerning the presence of Hazardous Materials on the Demised Premises and (vii) otherwise comply with all Environmental Laws concerning the Demised Premises.

6.8. No property, other than such as might normally be brought upon or kept in the Demised Premises as incidental to the reasonable use of the Demised Premises for the purposes herein permitted, will be brought upon or kept in the Demised Premises.

ARTICLE 7 - BUILDING DIRECTORY & SIGNAGE

7.1. Landlord shall, upon Tenant's request, list on the Building directory ("Directory") on one (1) Directory line, the name of the Tenant or any other party occupying any part of the Demised Premises pursuant hereto.

7.2. The listing of any party's name other than Tenant's shall neither grant such party any right or interest in this Lease and/or the Demised Premises nor constitute Landlord's consent to any assignment with, sublease to or occupancy by such party. Such listing may be terminated by Landlord at any time, without prior notice. The initial listing(s) in the Directory shall be provided by Landlord without charge to Tenant. Thereafter, Tenant shall pay Landlord's standard fee for any work performed in connection with any additions, deletions or changes to the Directory.

ARTICLE 8 - PARKING

8.1. Landlord shall make available for Tenant's use in the parking area adjacent to the Building ("Parking Area"), _____ parking spaces on a non-reserved basis for a period to be coterminous with the Term of this Lease and any Extension Term. Tenant shall pay to Landlord, as Additional Rent, a monthly fee ("Non-Reserved Parking Fee") of \$ _____ for each non-reserved parking space used by Tenant, to be paid by Tenant together with each monthly installment of Fixed Rent. Each individual utilizing such parking space will be required to sign a separate parking agreement. The Non-Reserved Parking Fee shall be subject to increase during the Extension Term, if any. Tenant agrees that Landlord shall have the right, in its sole and absolute discretion, upon thirty (30) days written notice to Tenant, to change the location of all reserved Parking Areas in the event that Landlord determines to change the area, level, location and arrangement of Parking Areas and other facilities; and to temporarily restrict parking by Tenants, their officers, agents and employees and to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof, the accrual of any right to any person or the public therein or for the maintenance or repair of the Parking Area.

8.2. All parking spaces and any other parking areas used by Tenant, its personnel and visitors will be at their own risk, and Landlord shall not be liable for any injury to person or

property, or for loss or damage to any automobile or its contents, resulting from theft, collision, vandalism or any other cause whatsoever.

8.3. Tenant agrees not to use, or permit its employees or invitees to use, any portion of the parking areas which have been designated for the exclusive use of another tenant in the Building.

ARTICLE 9 - POSSESSION AND CONDITION OF DEMISED PREMISES

9.1. Tenant has inspected the Demised Premises and the state of title thereto and, subject to Landlord's obligations under Article 3, Tenant accepts the Demised Premises in their "AS IS" state and condition on the Commencement Date and without any representation or warranty (except as expressly set forth herein), express or implied, in fact or by law, by Landlord or Landlord's agents, and without recourse to Landlord, as to title thereto, the nature, condition or usability thereof or as to the use or occupancy which may be made thereof. Landlord makes no representation as to the actual rentable square foot area of the Demised Premises or the Building. The execution of this Lease by Tenant shall be conclusive evidence as against Tenant, that, on the date hereof, the Demised Premises and the Building were in good and satisfactory condition, subject to the performance of Landlord's Initial Installation as provided in Article 3.

9.2. If delivery of possession to the Demised Premises to Tenant is delayed by reason of Landlord's inability to perform its obligations pursuant to Article 38, then this Lease and the validity thereof shall not be affected thereby and Tenant shall not be entitled to terminate this Lease, to claim actual or constructive eviction, partial or total, or to be compensated for loss or injury suffered as a result thereof, nor shall the same be construed in any way to extend the Term, provided, however, that, notwithstanding the provisions of Article 3, the Commencement Date shall be deemed to occur only if and when possession of the Demised Premises is made available to Tenant.

9.3. The provisions of this Article 9 shall be considered an express provision to the contrary governing delivery of possession of the Demised Premises and any law providing for such a contingency in the absence of such express agreement now or hereafter enacted shall have no application in such case to the extent inconsistent with this Lease.

ARTICLE 10 - LANDLORD'S SERVICES

10.1. As long as Tenant is not in default under any of the covenants of this Lease, Landlord shall provide: (a) necessary passenger elevator facilities on Monday through Friday from 8:00 a.m. to 6:00 p.m. except on the holidays set forth in Section 27.1 (collectively, "Business Hours") and shall have at least one passenger elevator subject to call at all other times; (b) heat to the Demised Premises during Business Hours as defined herein; (c) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Landlord shall be the sole judge), Landlord may install a water meter at Tenant's expense which Tenant shall thereafter maintain at Tenant's expense in good working order and repair to register such water consumption and Tenant shall pay for water consumed as shown on said meter as Additional Rent as and when bills are rendered; (d) cleaning service for the Demised Premises on Business Days at Landlord's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner satisfactory to Landlord and no

one other than persons approved by Landlord shall be permitted to enter the Demised Premises for such purpose. If the premises are to be kept clean by Tenant, Tenant shall pay Landlord the cost of removal of any of Tenant's refuse and rubbish from the building.

10.2. Landlord shall, at its expense, through the Building's air conditioning system, provide air conditioning for the Demised Premises, during the air conditioning season and such other times as Landlord deems necessary, during Business Hours as defined in Section 10.1. The air conditioning season for the purposes of this Lease shall be May 15 through September 15 of each calendar year.

10.3 Landlord may, at any time during the term of this Lease or during the term of any renewal or extension thereof, provide routine and/or maintenance, and/or major repairs, and/or any other service, to any supplemental air conditioning system servicing Tenant's premise, in the sole discretion of Landlord, for the upkeep of the same. The cost of all such repairs and/or maintenance shall be borne by the Tenant whose premises contain the supplemental air conditioning system.

10.4. Tenant shall keep entirely unobstructed all the vents, intakes, outlets and grilles, at all times and shall keep all windows closed, and to lower and close all window coverings when necessary because of the sun's position whenever the said air conditioning system is in operation, and Tenant agrees at all times to cooperate fully with Landlord and to abide by all the regulations and requirements promulgated by Landlord in connection with the heating, ventilating and air conditioning of the Building. Landlord, throughout the Term, shall have free and unrestricted access to any and all air conditioning facilities in the Demised Premises.

10.5. 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.

10.6. During the Term hereof and any Extension Term, Landlord shall furnish to Tenant cleaning services for the Demised Premises in accordance with the Cleaning Specifications annexed hereto as EXHIBIT "_____".

10.7.A. If Tenant uses the Demised Premises outside Business Hours, Tenant agrees to pay to Landlord an overtime charge to cover Landlord's expenses for electricity for lighting and normal building equipment and other incidental equipment, extra building maintenance, building employee overtime, furnishing water for lavatories, air cooling, heat, ventilation, wear and tear, etc.

B. Landlord shall furnish such overtime service to Tenant provided that (i) Tenant pays to Landlord as Additional Rent a special overtime charge therefore which shall be at an hourly rate, along with Tenant's next monthly installment of Fixed Rent if such service shall have been furnished to Tenant prior to the fifteenth (15th) day of the month or along with the subsequent monthly installment of Fixed Rent if such service shall have been furnished to Tenant after the fifteenth (15th) day of the month, (ii) that Tenant's request shall be received by Landlord by not later than 2:00 P.M. on the day for which after Business Hours service is requested (and by not later than 2:00 P.M. on the day preceding any requested before Business Hours service), (iii) that Landlord shall not be required to furnish such overtime services to Tenant for more than twenty (20) hours in any one (1) week and (iv) the Building HVAC system is not then producing ice for future HVAC use. Notwithstanding anything contained to the contrary in this

Article 10, Tenant shall not be required to pay overtime charges for intermittent use of the Demised Premises outside Business Hours, provided that such use shall not be on a scale and of a frequency so as to constitute the regular operation of Tenant's business outside Business Hours. In no event, however, shall Landlord be obligated to supply heating or air conditioning outside of Business Hours unless Tenant shall request and pay for the same as provided in this Article 10.

10.8. Landlord shall have no responsibility or liability for the ventilating conditions and/or temperature of the Demised Premises during the hours or days Landlord is not required to furnish heat, ventilation or air-conditioning pursuant to this Article 10. Tenant hereby agrees to comply with and observe all regulations and requirements prescribed by Landlord for the proper functioning of the heating, ventilating and air-conditioning systems.

10.9. Tenant shall pay to Landlord on demand the costs incurred by Landlord for (a) extra cleaning work in the Demised Premises required because of (i) misuse or neglect on the part of Tenant or its employees or invitees, (ii) use of portions of the Demised Premises for preparation, serving or consumption of food or beverages, data processing or reproducing operations, private lavatories or toilets or other special purposes requiring greater or more difficult cleaning work than office areas, (iii) unusual quantity of interior glass surfaces, (iv) non-building standard materials or finishes installed by Tenant or at its request, and (b) removal from the Demised Premises and the Building of so much of any refuse and rubbish of Tenant as shall exceed that ordinarily accumulated daily in the routine of business office occupancy. Landlord, its cleaning contractor and their employees shall have access outside of Business Hours to the Demised Premises and the use (at Tenant's expense) of light, power and water in the Demised Premises as reasonably required for the purpose of cleaning the Demised Premises in accordance with Landlord's obligations hereunder.

10.10. Landlord reserves the right to stop the heating, air-conditioning, elevator, plumbing, electric and other systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, provided that except in case of emergency, Landlord will notify Tenant in advance of any such stoppage and its estimated duration, and will proceed diligently with the work necessary to resume such service as promptly as possible and in a manner so as to minimize interference with the Tenant's use and enjoyment of the Demised Premises but nothing herein shall be deemed to require Landlord to perform the same on an overtime or premium pay basis unless requested to do so by, and at the expense of, Tenant.

10.11. It is expressly agreed that only Landlord or any one or more persons, firms or corporations authorized in writing by Landlord will be permitted to furnish laundry, linen, towels, drinking water, ice, food or beverages and other similar supplies and services to tenants and licensees in the Building provided the quality thereof and the charges therefor are reasonably comparable to that of other suppliers of such services. Landlord may fix, in its own absolute discretion, at any time and from time to time, the hours during which and the regulations under which such supplies and services are to be furnished. Landlord expressly reserves the right to act as or to designate, at any time and from time to time, an exclusive supplier of all or any one or more of the said supplies and services, provided that the quality thereof and the charges therefor are reasonably comparable to that of other suppliers; and Landlord furthermore expressly reserves the right to exclude from the Building any person, firm or corporation attempting to furnish any of said supplies or services but not so designated by

Landlord. It is understood, however, that Tenant or regular office employees of Tenant who are not employed by any supplier of such food or beverages or by any person, firm or corporation engaged in the business of purveying such food or beverages, may personally bring food or beverages into the Building for consumption within the Demised Premises by employees of Tenant, but not for resale to or for consumption by any other tenant. Landlord may fix in its absolute discretion, at any time and from time to time, the hours during which, and the regulations under which, foods and beverages may be brought into the Building by regular employees of Tenant.

10.12. Tenant agrees to employ such office maintenance contractor as Landlord may from time to time designate, for all waxing, polishing, lamp replacement, cleaning (other than those cleaning services Landlord is obligated to furnish) and the maintenance work in the Demised Premises, provided that the quality thereof and the charges therefor are reasonably comparable to that of other contractors. Tenant shall not employ any other contractor without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

10.13. Landlord will not be required to furnish any other services, except as otherwise provided in this Lease.

ARTICLE 11 - BROKERAGE

11.1. Landlord and Tenant each covenant, represent and warrant that it has had no dealings or communications with any broker or agent in connection with the consummation of this Lease other than Rostenberg-Doern/ESG ("Broker") and each covenants and agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any other broker or agent with whom the indemnifying party dealt with in respect to this Lease or the negotiation thereof. Landlord will pay any commission earned by Broker, pursuant to the terms of a separate agreement.

ARTICLE 12 - ELECTRICITY

12.1. The following terms contained in this Article 12 shall have the meanings hereinafter set forth as such terms are used throughout this Lease, including the exhibits, schedules and riders hereto (if any).

(a) "Base Electric Date" shall mean _____.

(b) "Electric Factor" initially shall mean \$_____ per year, subject to adjustment in accordance with the terms of this Article 12.

12.2. As an incident to this Lease and as part of the Fixed Rent payable hereunder, Landlord shall furnish to Tenant, through transmission facilities installed by it in the Building, alternating electric current to be used by the Tenant in, or in connection with, the lighting fixtures and electrical receptacles presently installed in the Demised Premises. Landlord shall not be liable in any way to Tenant for any failure or defect in supply or character of electric current furnished to the Demised Premises. Landlord shall furnish and install all lighting tubes, ballasts, lamps and bulbs used in the Demised Premises and Tenant shall pay, promptly upon demand, Landlord's reasonable charges therefor. Tenant shall use said electric current for

lighting and, insofar as Landlord's facilities are not burdened thereby and applicable laws and insurance regulations permit, for operation of such equipment as is normally used in connection with the operation of a business office.

12.3. Tenant's use of electric current in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises. Tenant shall not make or perform, or permit the making or performing of, any alterations to wiring installations or other electrical facilities in or serving the Demised Premises or any additions to the business machines, office equipment or other appliances in the Demised Premises which utilize electrical energy without the prior written consent of Landlord in each instance. Should Landlord grant any such consent, all additional risers or other equipment required therefor shall be installed by Landlord and the cost thereof shall be paid by Tenant promptly upon demand. As a condition to granting any such consent, Landlord may require that Tenant agree to an increase in the Electric Factor (and the Fixed Rent) payable hereunder by an amount which will reflect the value to Tenant of the additional service to be furnished by Landlord, that is, the potential additional electric current to be made available to Tenant. If Landlord and Tenant cannot agree thereon, such amount shall be determined by a reputable independent electrical engineer or consultant, to be selected by Landlord and paid equally by both parties. The findings of the consultant or engineer in all such instances shall be conclusive upon the parties. When the amount of such increase is so determined, the parties shall execute and exchange an agreement supplementary hereto to reflect the increase in the amount of the Electric Factor (and the Fixed Rent) payable hereunder, effective from the date such additional service is made available to Tenant, but such increase shall be effective from such date even if such supplementary agreement is not executed.

12.4. Landlord may, at any time, retain a reputable independent electrical engineer or consultant, selected by Landlord and paid equally by both parties, to make a survey of the electrical wiring and power load to determine what the value would be to Tenant if it were purchasing electricity directly from the utility company. If the Electric Factor (and the Fixed Rent) then payable hereunder does not fairly reflect such value as determined by the consultant or engineer, the Electric Factor (and the Fixed Rent) shall be increased by a sufficient amount such that the same shall fairly reflect such value. The findings of the consultant or engineer in all such instances shall be conclusive upon the parties. When the amount of such value is so determined, the parties shall execute and exchange an agreement supplementary hereto to reflect any appropriate increase in the amount of the Electric Factor (and the Fixed Rent) payable hereunder, effective from the earlier of (1) the date of such survey or (2) the date determined by such consultant or engineer to be the date when such increased usage commenced (and Tenant shall cooperate with such consultant or engineer and shall promptly provide copies of records, purchase orders and the like as such consultant or engineer shall request to aid in such determination) in his sole and absolute discretion, but such increase shall be effective from such date even if such supplementary agreement is not executed.

12.5. If any tax is imposed upon Landlord in connection with the furnishing of electric current to Tenant by any federal, state or local government subdivision or authority, Tenant shall pay Landlord an amount equal to such tax, where permitted by law.

12.6. If, subsequent to the Base Electric Date, the public utility rate schedule or any portion of the charge for the supply of electric current to the Building is increased or decreased or such rate schedule is superseded by another rate schedule, the Electric Factor (and the Fixed Rent) shall be increased or decreased by the percentage of increase or decrease in Landlord's cost for purchasing electricity for the Building provided, however, that in no event shall the Electric Factor be reduced to less than the amount set forth in Section 12.1, as such amount may be increased from time to time as a result of the addition of space to the premises initially demised by this Lease. If Landlord and Tenant cannot agree thereon, the amount of such adjustment shall be determined by a reputable independent electrical engineer or consultant, to be selected by Landlord and paid equally by both parties. The findings of the consultant or engineer, in all such instances shall be conclusive upon the parties. Whenever the amount of any such adjustment is so determined, the parties shall execute and exchange an agreement supplementary hereto to reflect such adjustment in the amount of the Electric Factor (and the Fixed Rent) payable hereunder, effective from the effective date of such increase, decrease or change in such rate schedule or charge, but such adjustment shall be effective from such date whether or not a supplementary agreement is executed.

12.7. Landlord reserves the right to discontinue furnishing electric current to Tenant in the Demised Premises at any time upon not less than thirty (30) days written notice to Tenant. If Landlord exercises such right of termination, this Lease shall continue in full force and effect and shall not be affected thereby, except that, from and after the effective date of such termination, Landlord shall not be obligated to furnish electric current to Tenant and the Fixed Rent payable hereunder shall be reduced to become the Net Rent. If Landlord so discontinues furnishing electric current to Tenant, Tenant shall arrange to obtain electric current directly from the public utility company furnishing electric current to the Building. Such electric current may be furnished to Tenant by means of the then existing Building system feeders, risers and wiring to the extent that the same are available, suitable and safe for such purposes. All meters and additional panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain electric current directly from such public utility company shall be installed and maintained by Landlord at Tenant's expense.

12.8. In the event that Tenant shall default pursuant to the terms of this Lease including, but not limited to, the failure to pay any increase in Additional Rent in accordance with this Article 12, Landlord may, at any time after thirty (30) days prior written notice to Tenant and in addition to any and all other rights and remedies of Landlord pursuant to this Lease, discontinue the service of electrical current to the Demised Premises without releasing Tenant from any liability pursuant to this Lease and without Landlord's or Landlord's agent incurring any liability for any damage or loss sustained by Tenant by such discontinuance of service.

12.9. Landlord reserves the right to stop, interrupt and/or suspend the furnishing of electric current when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Landlord for as long as may be reasonably required by reason thereof. The repairs, alterations, replacements or improvements shall be done with a minimum of inconvenience to Tenant and Landlord shall pursue same with due diligence.

12.10. The Landlord shall in no way be liable for any loss, damage, or expense which Tenant may incur as a result of the change, at any time, of the character or quality of the electric service or utility service or any failure of or defect in the electric service or utility

service by reason of any public or private utility company then supplying such service to the Property, Building or the Demised Premises and Tenant agrees to hold the Landlord harmless and to indemnify it from and against any loss, liability or damage in connection therewith. This indemnity shall survive the expiration or other termination of this Lease.

ARTICLE 13 - ALTERATIONS AND INSTALLATIONS

13.1. Tenant shall make no alterations, installations, additions or improvements (such work hereinafter collectively referred to as "Alterations") in or to the Demised Premises without Landlord's prior written consent and then only by contractors or mechanics first approved by Landlord. All Alterations shall be done at Tenant's sole cost and expense, and at such times and in such manner as Landlord may from time to time reasonably designate. Tenant shall obtain and deliver to Landlord written, unconditional waivers of mechanic's or other liens on the real property (to the extent permitted by law) in which the Demised Premises are located, signed by all architects, engineers, contractors, mechanics and designers involved in such Alterations as and when such architects, engineers, contractors, mechanics and designers are paid for their work in connection therewith.

13.2. Any Alterations in the Demised Premises shall be effected solely in accordance with the approved plans and specifications. Tenant shall reimburse Landlord promptly upon demand for any reasonable out-of-pocket costs and expenses incurred by Landlord in connection with Landlord's review of such Tenant's plans and specifications. Landlord will not unreasonably withhold or delay its consent for nonstructural Alterations (provided they will not affect the outside of the Building or adversely affect the Building's structure, electrical, HVAC, plumbing or mechanical systems). Prior to granting its consent to Alterations, Landlord may impose such conditions as to guarantee of completion and payment and of restoration as Landlord may reasonably consider desirable.

13.3. Any such approved Alterations shall be performed in accordance with the foregoing and the following provisions of this Section 13.3:

- a. All Alterations shall be done in a good and workmanlike manner.
- b. (1) In the event Tenant shall employ any contractor to do in the Demised Premises any Alterations permitted by this Lease, such contractor and any subcontractor shall agree to employ only such labor as will not result in jurisdictional disputes or strikes or result in causing disharmony with other workers employed at the Building. Tenant will inform Landlord in writing of the names of any contractor or subcontractor Tenant proposes to use in the Demised Premises at least ten (10) days prior to the beginning of work by such contractor or subcontractor, but such information given to Landlord shall in no way constitute Landlord's approval of such contractor or subcontractor.

(2) Tenant covenants and agrees to pay to its contractor(s), as the work progresses, the entire cost (less a reasonable retainage) of supplying the materials and performing the work shown on Tenant's approved plans and specifications in accordance with Tenant's contract or contracts with such contractor(s).

- c. All such Alterations shall be effected in compliance with all applicable laws, ordinances, rules and regulations of governmental bodies having or asserting jurisdiction in the Demised Premises.
- d. Tenant shall keep the Building and the Demised Premises free and clear of all liens for any work or material claimed to have been furnished to Tenant or to the Demised Premises on Tenant's behalf, and all work to be performed by Tenant shall be done in a manner which will not unreasonably interfere with or disturb other tenants or occupants of the Building.
- e. During the progress of the work to be done by Tenant, said work shall be subject to inspection by representatives of Landlord which shall be permitted access and the opportunity to inspect, at all reasonable times, but this provision shall not in any way whatsoever create any obligation on Landlord to conduct such an inspection or create any obligations or liability (or relieve Tenant of any obligations under this Lease) in the event Landlord does conduct such an inspection.
- f. Prior to commencement of any work, Tenant's contractor shall furnish to Landlord certificates evidencing the existence of:
 - (i) workers' compensation insurance, including Employer's Liability Insurance, covering all persons employed for such work;
 - (ii) contractor's commercial general liability and property damage insurance naming Landlord, any of its mortgagees and ground lessors and Tenant as additional insureds, with coverage of at least \$3,000,000 per occurrence for Bodily Injury and Property Damage or \$3,000,000 per occurrence if a combined single limit is provided; and
 - (iii) automobile insurance - minimum limits of \$1,000,000 per occurrence, combined single limit.

13.4. Any mechanic's lien, filed against the Demised Premises or the Building for work claimed to have been done for or materials claimed to have been furnished to Tenant shall be discharged by Tenant at its expense within thirty (30) days after notice of such filing, by payment, filing of the bond required by law or otherwise. 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 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 Demised Premises.

13.5. All work, installations and improvements made and installed by Landlord shall be the property of Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof at the end of the Term of this Lease.

13.6. All Alterations, made and installed by Tenant, or at Tenant's expense, upon or in the Demised Premises shall become and be the property of Landlord, and shall remain upon and be surrendered with the Demised Premises as a part thereof at the end of the Term of this Lease. Notwithstanding the foregoing, Tenant shall remove all Alterations which in Landlord's reasonable judgment are of a non-building standard nature, such as internal stairways, slab

openings, special electronic data processing or communications installations, vaults and raised floors, at or before the Expiration Date or within fifteen (15) days after any earlier termination date, and Tenant shall repair or pay the cost of repairing any damage to the Demised Premises or Building resulting from the removal thereof and restoring the Demised Premises to their condition prior to the installation thereof.

13.7. Where furnished by or at the expense of Tenant all furniture, furnishings and trade fixtures, including, without limitation, murals, business machines and equipment, telecommunications equipment, counters, screens, grille work, special paneled doors, cages, partitions, metal railings, closets, paneling, lighting fixtures and equipment, drinking fountains, refrigeration and air handling equipment, and any other movable property shall remain the property of Tenant which may at its option remove all or any part thereof at any time prior to the expiration of the Term of this Lease.

13.8. If any Alterations or other property which Tenant shall have the right to remove or be requested by Landlord to remove as provided in Section 13.7 hereof (hereinafter called "Tenant's Property") are not removed on or prior to the expiration of the Term of this Lease, Landlord shall have the right to remove Tenant's Property and to dispose of the same without accountability to Tenant and at the sole cost and expense of Tenant. In case of any damage to the Demised Premises or Building resulting from the removal of Tenant's Property, Tenant shall repair such damage or, in default thereof, shall reimburse Landlord for Landlord's cost in repairing such damage. This obligation shall survive the expiration or other termination of this Lease.

13.9. Tenant shall keep records of Tenant's Alterations costing in excess of \$50,000.00 and of the cost thereof for a period of five (5) years after the completion thereof. Tenant shall, within forty-five (45) days after demand by Landlord, furnish to Landlord copies of such records and cost if Landlord shall require the same in connection with any proceeding to reduce the assessed valuation of the Building or any other tax or charge, or in connection with any proceeding instituted pursuant to Articles 19 or 20 hereof.

ARTICLE 14 - REPAIRS

14.1. Tenant shall, at its sole cost and expense, make such repairs to the Demised Premises and the fixtures and appurtenances therein as are necessitated by the act, omission, occupancy, neglect, negligence or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees or by the use of the Demised Premises in a manner contrary to the purposes for which same are leased to Tenant, as and when needed to preserve them in good working order and condition subject to normal wear and tear and damage by fire or other casualty. Except as otherwise provided in Section 16.7 hereof, all damage or injury to the Demised Premises and to its fixtures, appurtenances and equipment or to the Building or to its fixtures, appurtenances and equipment caused by Tenant moving property in or out of Building or by installation or removal of furniture, fixtures or other property by or on behalf of Tenant, shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense, which repairs, restorations and replacements shall be in quality and class equal to the original work or installations. If Tenant fails to commence to make such repairs, restoration or replacements, within ten (10) days after Landlord gives Tenant notice of the necessity thereof, the same may be made by Landlord at the expense of Tenant and such expense shall be collectible as Additional Rent and shall be paid by Tenant within thirty (30) days after rendition of a bill

therefor. The exterior walls of the Building, the portions of any window sills outside the windows, and the windows are not part of the Demised Premises by this Lease and Landlord reserves all rights to such parts of the Building.

14.2. Landlord shall exercise reasonable diligence in the making of any repairs, alterations, additions or improvements so as to minimize any interference with Tenant's business operations, but shall not be required to perform the same on an overtime or premium pay basis. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord or others making repairs, alterations, additions or improvements in or to any portion of the Building, Property or Demised Premises or in and to the fixtures, appurtenances or equipment thereof.

14.3. Landlord shall, at its expense (subject to reimbursement as set forth in Article 5 hereof) keep and maintain the Common Areas and the Building in good condition and repair in accordance with the standards appropriate to a first class office building in Westchester County, New York, and make all repairs, structural and otherwise, interior and exterior, as and when needed in or about the Demised Premises, except for those repairs for which Tenant is responsible pursuant to the provisions of this Lease.

ARTICLE 15 - REQUIREMENTS OF LAW

15.1. Tenant, at Tenant's sole cost and expense, shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers, pursuant to law, which result from Tenant's use or occupation of the Demised Premises.

15.2. Notwithstanding Section 15.1 hereof, Tenant, at its sole cost and expense, in its name and/or (whenever necessary) Landlord's name, may contest, in any manner permitted by law (including appeals to a court, or governmental department or authority having jurisdiction in the matter), the validity or the enforcement of any governmental act, regulation or directive with which Tenant is required to comply pursuant to this Lease, and may defer compliance therewith provided that:

- (a) such non-compliance shall not subject Landlord to criminal prosecution or subject the Property and/or the Building to lien or sale;
- (b) such non-compliance shall not be in violation of any fee mortgage, or of any ground or underlying lease or any mortgage thereon;
- (c) Tenant shall first deliver to Landlord a surety bond (in such sum as Landlord may reasonably request) issued by a surety company of recognized responsibility, or other security satisfactory to Landlord, indemnifying and protecting Landlord against any loss or injury by reason of such non-compliance; and
- (d) Tenant shall promptly and diligently prosecute such contest.

Landlord, without expense or liability to it, shall cooperate with Tenant and execute any documents or pleadings required for such purpose, provided that Landlord shall reasonably be satisfied that the facts set forth in any such documents or pleadings are accurate.

ARTICLE 16 - INSURANCE, LOSS, REIMBURSEMENT, LIABILITY

16.1. Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy then issued in respect to the Building and/or the property therein and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Demised Premises which would subject Landlord to any liability or responsibility for bodily injury or death or property damage, or which would increase any insurance rate in respect to the Building or the property therein over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Building or the property therein in amounts reasonably satisfactory to Landlord, or which would result in the cancellation of or the assertion of any defense by the insurer in whole or in part to claims under any policy of insurance in respect of the Building or the property therein, but nothing contained in this Section 16.1 shall be construed to restrict Tenant's use of the Demised Premises for the purposes permitted under Article 6 hereof.

16.2. If, by reason of any failure of Tenant to comply with the provisions of Section 15.1 or Section 16.1, the premiums on Landlord's insurance on the Building and/or equipment or property therein shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of Tenant. A schedule or "make up" of rates for the Building or the Demised Premises, as the case may be, issued by the applicable fire insurance rating organization or other similar body making rates for insurance for the Building or the Demised Premises, as the case may be, 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 Demised Premises, as the case may.

16.3. Tenant, at its expense, shall maintain at all times during the Term of this Lease (a) "all risk" property insurance covering Tenant's property and improvements and betterments to a limit of not less than 80% of the replacement cost thereof; (b) commercial general liability insurance, including contractual liability, in respect of the Demised Premises and the conduct or operation of business therein, with Landlord and the State of New York and any lessor of any ground or underlying lease or the holder of any mortgage, as the case may be, whose name and address shall have been furnished to Tenant, as additional insureds, with limits of not less than \$3,000,000 combined single limit bodily injury and property damage liability; (c) workers' compensation (inclusive of New York State disability benefits); and (d) automobile liability coverage with a minimum of \$1,000,000 per accident. Landlord hereby agrees that the commercial general liability insurance requirement described in clause (b) of the preceding sentence may be satisfied through the use of umbrella coverage, which umbrella coverage must be evidenced by a policy or certificate of insurance on the Landlord's form annexed hereto as Exhibit "I". The limits of such insurance shall not limit the liability of Tenant hereunder. Tenant shall deliver to Landlord such fully paid-for policies or certificates of insurance to Landlord (or true and complete copies thereof) issued by the insurance company or its authorized agent, at least thirty (30) days before the Commencement Date. Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant shall deliver to Landlord such renewal policy or certificates of coverage at least thirty (30) days before the expiration of any existing policy. All such policies shall be

issued by companies reasonably acceptable to Landlord. Tenant shall, without charge, at any time and from time to time, within ten (10) days after request by Landlord, deliver copies of all applicable insurance policies. If Landlord is included as a named payee on any check issued by Tenant's insurer in payment of any claim solely with respect to Tenant's property, Landlord agrees that it will promptly upon Tenant's request endorse such check to Tenant. Landlord further agrees that it shall have no right or authority to participate in any settlement of any claim by Tenant against its insurer which relates solely to damage or loss to Tenant's property.

16.4. Landlord may from time to time, but not more frequently than once every three (3) years, require that the amount of commercial general liability insurance to be maintained by Tenant under Section 13.3.(f)(ii) or Section 16.3 be reasonably increased.

16.5. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Building, or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause whatsoever.

16.6. Landlord or its agents shall not be liable for any damage which Tenant may sustain if at any time any window of the Demised Premises is temporarily closed, darkened or bricked up for any reason whatsoever, or permanently closed, darkened or bricked up to comply with Legal Requirements or the requirements of Landlord's insurers, and Tenant shall not be entitled to any compensation therefor or abatement of rent or to any release from any of Tenant's obligations under this Lease, nor shall the same constitute an eviction.

16.7. Tenant shall reimburse Landlord for all expenses, damages or fines incurred or suffered by Landlord, by reason of any breach, violation or non-performance by Tenant, or its agents, servants or employees, of any covenant or provision of this Lease, or by reason of damage to persons or property caused by moving property of or for Tenant in or out of the Building, or by the installation or removal of furniture or other property of or for Tenant except as provided in Section 13.7 of this Lease, or by reason of or arising out of the act, omission, occupancy, neglect, negligence, carelessness or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, in the use or occupancy of the Demised Premises. Subject to the provisions of Section 15.2 hereof, where applicable, Tenant shall have the right, at Tenant's sole cost and expense, to participate in the defense of any action or proceeding brought against Landlord, and in negotiations for settlement thereof if, pursuant to this Section 16.7, Tenant would be obligated to reimburse Landlord for expenses, damages or fines incurred or suffered by Landlord.

16.8. Tenant shall give Landlord notice in case of fire or accidents in the Demised Premises promptly after Tenant is aware of such event.

ARTICLE 17 - LANDLORD'S LIABILITY

17.1. Tenant agrees to look solely to Landlord's estate and interest in the Building, or the proceeds from the sale thereof for the satisfaction of any right or remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord, in the event of any liability by Landlord hereunder, and no other property or assets of Landlord shall be subject to levy, execution, attachment, or other enforcement procedure for

the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use and occupancy of the Demised Premises, or any other liability of Landlord to Tenant hereunder.

ARTICLE 18 - ASSIGNMENT, MORTGAGING, SUBLETTING, ETC.

18.1. Tenant shall neither: (a) advertise, or authorize a broker to advertise, for a subtenant or an assignee at a consideration or at rental rates below the rental rates then being advertised by Landlord as its rental rates for comparable space in the Building and for a comparable term; or (b) assign this Lease to or sublet to or permit the occupancy of all or any part of the Demised Premises by any other party which is then a tenant, subtenant, licensee or occupant of any space in the Building or which has negotiated with Landlord for space in the Building within the twelve (12) month period preceding the date of Landlord's receipt of Tenant's Notice pursuant to Section 18.3 (nor shall Tenant accept an assignment of a lease or sublet space from any tenant, subtenant, licensee or occupant of any space in the Building).

18.2. Subject to the provisions of Section 18.3 hereof Tenant shall not: (a) assign or otherwise transfer this Lease or any interest herein, or the Term and estate hereby granted; (b) sublet the Demised Premises or any part thereof or allow the same to be used or occupied by others; or (c) mortgage, pledge or encumber this Lease or the Demised Premises or any part thereof in any manner by reason of any act or omission on the part of Tenant, without, in each instance, obtaining the prior written consent of Landlord, except as otherwise expressly provided in this Article 18, which consent shall not be unreasonably withheld by Landlord. For purposes of this Article 18, (i) the transfer of a majority of the issued and outstanding capital stock of any corporate tenant, or of a corporate subtenant, or the transfer of a majority of the total interest in any partnership tenant or subtenant, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Lease, or of such sublease, as the case may be, if the primary purpose thereof is to effectuate a transfer of this Lease, and (ii) a takeover agreement shall be deemed a transfer of this Lease.

18.3. If Tenant wishes to assign this Lease (a transfer of more than a fifty percent (50%) beneficial interest in Tenant, whether such transfer occurs at one time, or in a series of related transactions, and whether of stock, partnership interest or otherwise, by any party in interest being deemed an assignment of this Lease), sublet all or any part of the Demised Premises or permit the Demised Premises to be occupied by any other party, Tenant shall designate the then rental agent of the Building as Tenant's exclusive agent to effect such sublease or assignment in accordance with such rental agent's standard rates and rules then in effect. Thereafter, prior to such assignment, subletting or occupancy, Tenant shall first notify Landlord ("Tenant's Notice"), specifying the name and business address of the proposed assignee, subtenant or occupant, the nature of and character of its business and activities, the terms of the proposed assignment, sublease or occupancy (including, without limitation, the commencement and expiration dates thereof) and current information as to the financial responsibility and standing of the proposed assignee, sublessee or occupant and shall provide Landlord with such other information as it reasonably requests. If only a portion of the Demised Premises (not constituting an entire floor of the Building) is to be so sublet or occupied, Tenant's Notice shall be accompanied by a reasonably accurate floor plan, indicating such portion. The portion of the Demised Premises to which such proposed assignment, sublease or occupancy is to be applicable is hereinafter referred to as the "Space."

18.4. Landlord may, within sixty (60) days after its receipt of Tenant's Notice, by notice to Tenant ("Landlord's Notice"), require Tenant to (i) sublease the Space to Landlord or its nominee, on the terms set forth in Section 18.5, or (ii) terminate this Lease as to the Space for the period specified in Tenant's Notice, on the terms set forth in Section 18.6. If Tenant's proposed assignment or sublease is for more than fifty percent (50%) of the Demised Premises or the then balance of the Term is three (3) years or less, Landlord also may, by Landlord's Notice, terminate this Lease as of the proposed commencement date for such assignment, sublease or occupancy. If Landlord fails to so exercise such options, it shall not unreasonably withhold its consent to the proposed assignment, sublease or occupancy, but such consent shall be deemed of no effect if such assignment, sublease or occupancy is not consummated upon the terms set forth in Tenant's Notice and within thirty (30) days after such consent is given.

18.5. If Landlord requires Tenant to execute a sublease ("Sublease") pursuant to Section 18.4(i), the Sublease shall be upon the same terms as this Lease, except for such terms thereof as are inapplicable and except that: (i) the term of the Sublease shall be the term specified in Tenant's Notice 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 more than thirty (30) days after the date of Landlord's Notice; (ii) the Net Rent for the Sublease shall be the lesser of (a) the pro rata Net Rent for the Space Tenant is then paying Landlord hereunder, or (b) the Net Rent set forth in Tenant's Notice; (iii) the Electric Factor for the Sublease shall be the lesser of (a) the pro rata portion of the Electric Factor Tenant is then paying Landlord hereunder which is allocable to the Space, or (b) the Electric Factor set forth in Tenant's Notice; (iv) Tenant's Proportionate Share shall be determined based on the relative sizes of the Space and the initial Demised Premises; (v) the subtenant under the Sublease shall have the unrestricted right to assign the Sublease or any interest therein, to further sublet all or any part of the Space and/or to make any alterations, decorations, additions or improvements in and to the Space (all or any part of which may be removed, at Landlord's option, at any time, provided Landlord repairs all damage caused by such removal); (vi) Tenant, as sublandlord under the Sublease, shall, at its expense: (a) erect all partitions required to separate the Space from the remainder of the Demised Premises and (b) to the extent necessitated by the Sublease, install all doors required for independent access from the Space to the elevators, lavatories and staircases on the floor and install all equipment and facilities (including, without limitation, men's and women's toilets) required to comply with all applicable laws and regulations of governmental authorities having jurisdiction and to enable Landlord to maintain and service the Space and permit the Space to be used as an independent unit; (vii) the Sublease shall provide that the termination of all or any portion of this Lease by merger is not thereby intended; and (viii) at the expiration of the Sublease, the Space shall, subject to clause (v), be returned to Tenant as then existing.

18.6. If Landlord requires Tenant to terminate this Lease as to the Space pursuant to Section 18.4 (ii), (i) Tenant at its expense shall (a) erect all partitions required to separate the Space from the remainder of the Demised Premises and (b) to the extent required by Landlord, install all doors required for independent access from the Space to the elevators, lavatories and staircases on the floor and install all equipment and facilities (including, without limitation, men's and women's toilets) required to comply with all applicable laws and regulations of governmental authorities having jurisdiction and to enable Landlord to maintain and service the Space and permit the Space to be used as an independent unit, and (ii) Landlord and Tenant

shall execute and deliver a supplementary agreement modifying this Lease by eliminating the Space from the Demised Premises for the term specified in Tenant's Notice 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 more than thirty (30) days after the date of Landlord's Notice, and, for such period, reducing the Fixed Rent and Additional Rent payable hereunder on a pro rata basis.

18.7. Anything herein to the contrary notwithstanding, Tenant may not assign this Lease or sublet all or any part of the Demised Premises prior to the expiration of the first year of the Term.

18.8. In the event of any such assignment, Landlord and the assignee may modify this Lease in any manner, without notice to Tenant or Tenant's prior consent, without thereby terminating Tenant's liability for the performance of its obligations under this Lease, except that any such modification which, in any way, increases any of such obligations shall not, to the extent of such increase only, be binding upon Tenant.

18.9. No sublease of all or any part of the Demised Premises shall be effective unless and until Tenant delivers to Landlord duplicate originals of the instrument of sublease (containing the provisions required by Section 18.10) and any accompanying documents. Any such sublease shall be subject and subordinate to this Lease.

18.10. Any such sublease shall contain substantially the following provisions:

(i) "In the event of a default under any underlying lease of all or any portion of the Demised Premises hereby which results in the termination of such lease, the subtenant hereunder shall, at the option of the lessor under any such lease ("Underlying Lessor"), attorn to and recognize the Underlying Lessor as landlord hereunder and shall, promptly upon the Underlying Lessor's request, execute and deliver all instruments necessary or appropriate to confirm such attornment and recognition. Notwithstanding such attornment and recognition, the Underlying Lessor shall not (a) be liable for any previous act or omission of the landlord under this sublease, (b) be subject to any offset, not expressly provided for in this sublease, which shall have accrued to the subtenant hereunder against said landlord, or (c) be bound by any modification of this sublease or by any prepayment of more than one month's rent, unless such modification or prepayment shall have been previously approved in writing by the Underlying Lessor. The subtenant hereunder hereby waives all rights under any present or future law to elect, by reason of the termination of such underlying lease, to terminate this sublease or surrender possession of the Demised Premises hereby."

(ii) "This sublease is subject to all of the terms, covenants, agreements, provisions, and conditions of the Lease, and the subtenant or assignee, as the case may be, will not have the right to a further assignment thereof or sublease or assignment thereunder, or to allow the Demised Premises to be used by others, without the prior reasonable consent of the Underlying Lessor in each instance."

18.11. Landlord's consent to any assignment or sublease shall neither release Tenant from its liability for the performance of Tenant's obligations hereunder during the balance of the Term nor constitute its consent to any (i) further assignment of this Lease or of any permitted

sublease or (ii) further sublease of all or any portion of the Demised Premises hereunder or under any permitted sublease. If a sublease to which Landlord has consented is assigned or all or any portion of the Demised Premises thereunder is sublet without the consent of Landlord in each instance obtained, Tenant shall immediately terminate such sublease, or arrange for the termination thereof, and proceed expeditiously to have the occupant thereunder dispossessed.

18.12. Tenant shall pay to Landlord, promptly upon demand therefor, all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord in connection with any assignment of this Lease or sublease of all or any part of the Demised Premises.

18.13. If Landlord shall give its consent to any assignment of this Lease or to any sublease or if Tenant shall otherwise enter into any assignment or sublease permitted hereunder, Tenant shall in consideration therefor, pay to Landlord, as and when payable to Tenant:

(i) in the case of an assignment, fifty (50%) percent of all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, but not limited to, sums paid for the sale of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property); and

(ii) in the case of a sublease, fifty percent (50%) of the amount, if any, by which (a) any rents, additional charges or other consideration payable under the sublease to Tenant by the subtenant (including, but not limited to, sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property) exceeds (b) the Fixed Rent and Additional Rent accruing during the term of the sublease in respect of the Space (at the rate per square foot payable by Tenant hereunder) pursuant to the terms of this Lease.

18.14. The consent of Landlord shall not be required for an assignment or sublease of all or any portion of the Demised Premises to (i) a corporation into or with which Tenant is merged or consolidated, (ii) an entity to which substantially all of Tenant's shares or assets are transferred (provided such merger or transfer of shares or assets is not principally for the purpose of transferring the leasehold estate created hereby, and provided further, that the assignee has a net worth at least equal to or in excess of the net worth of Tenant immediately prior to such merger or transfer) or, (iii) if Tenant is a partnership, with a successor partnership, nor shall the provisions of clauses (a) and (b) of Section 18.2 apply to transactions with an entity (hereinafter called an "Affiliate") which controls or is controlled by Tenant or is under common control with Tenant during the period it remains an Affiliate. Furthermore, an Affiliate of Tenant shall be permitted to occupy the Demised Premises but only during such period as it shall remain an Affiliate.

18.15. Any assignment or transfer, whether made with Landlord's consent as required by Section 18.2 or without Landlord's consent pursuant to Section 18.14, shall not be effective hereunder until, the assignee shall execute, acknowledge and deliver to Landlord a recordable agreement, in form and substance reasonably satisfactory to Landlord, whereby the assignee shall assume the obligations and performance of this Lease from and after the date of such assignment and agree to be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions hereof on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions of Section 18.2 hereof shall,

notwithstanding such an assignment or transfer, continue to be binding upon it in the future. Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Fixed Rent by Landlord from an assignee or transferee or any other party, Tenant shall remain fully and primarily liable for the payment of the Fixed Rent and Additional Rent due and to become due under this Lease and for the performance of all of the covenants, agreements, terms, provisions and conditions of this Lease on the part of Tenant to be performed or observed.

18.16. If Tenant defaults in the payment of any Rent, Landlord is authorized to collect any Rents due or accruing from any assignee, subtenant or other occupant of the Demised Premises and to apply the net amounts collected to the Fixed Rent and Additional Rent reserved herein. The receipt by Landlord of any amounts from an assignee or subtenant, or other occupant of any part of the Demised Premises shall not be deemed or construed as releasing Tenant from Tenant's obligations hereunder or the acceptance of that party as a direct tenant.

ARTICLE 19 - DAMAGE BY FIRE OR OTHER CAUSE

19.1. If the Building or the Demised Premises shall be partially or totally damaged or destroyed by fire or other cause, within forty-five (45) days after Landlord has had knowledge of such damage, Landlord shall deliver to Tenant an estimate prepared by a reputable contractor selected by Landlord setting forth such contractor's estimate as to the reasonable time required to repair such damage. If the time period set forth in such estimate exceeds three hundred and sixty (360) days, Tenant may elect to terminate this Lease by notice to Landlord not later than fifteen (15) days following the delivery of such estimate to Tenant. If Tenant makes such election, the Term shall expire upon the twentieth (20th) day after notice of such election is given by Tenant and Tenant shall vacate the Demised Premises and surrender the same to Landlord. Upon such termination, Tenant's liability for Fixed Rent and Additional Rent shall cease as of the day following such damage and any prepaid portion thereof for any period after such date shall be refunded by Landlord to Tenant. If (i) the estimate does not exceed three hundred and sixty (360) days, or (ii) Tenant fails to make its election as set forth hereinabove in this paragraph, and if Landlord does not make the election under Section 19.3 (if applicable), Landlord shall repair the damage and restore and rebuild the Building and/or the Demised Premises, at its expense (without limiting the rights of Landlord under any other provisions of this Lease); provided, however, that Landlord shall not be required to repair or replace any of Tenant's property. The provisions of Article 38 shall not apply to the provisions of this Article 19.

19.2. If the Building or the Demised Premises shall be partially damaged or partially destroyed by fire or other cause, the Fixed Rent and Additional Rent payable hereunder shall be abated to the extent that the Demised Premises shall have been rendered untenable for the period from the date of such damage or destruction to the date the damage shall be repaired or restored. If the Demised Premises or a major part thereof shall be totally (which shall be deemed to include substantially totally) damaged or destroyed or rendered completely (which shall be deemed to include substantially completely) untenable on account of fire or other cause, the Fixed Rent and Additional Rent shall abate as of the date of the damage or destruction and until Landlord shall repair, restore and rebuild the Building and the Demised Premises; provided, however, that should Tenant reoccupy a portion of the Demised Premises during the period the restoration work is taking place and prior to the date that the same are

made completely tenantable, rents allocable to such portion shall be payable by Tenant from the date of such occupancy.

19.3. If the Building or the Demised Premises shall be totally damaged or destroyed by fire or other cause, or if the Building shall be so damaged or destroyed by fire or other cause (whether or not the Demised Premises are damaged or destroyed) as to require a reasonably estimated expenditure of more than forty percent (40%) of the full insurable value of the Building immediately prior to the casualty, then in either such case Landlord may terminate this Lease by giving Tenant notice to such effect within one hundred twenty (120) days after the date of the casualty. Landlord will specify a date for the expiration of the Lease, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice the Term of this Lease shall expire as fully and completely as if such date were the date set forth above for the termination of this Lease and Tenant shall surrender and vacate the Demised Premises without prejudice to Landlord's rights and remedies against Tenant under the Lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant.

19.4. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises or of the Building pursuant to this Article 19.

19.5. Notwithstanding any of the foregoing provisions of this Article 19, if Landlord or the lessor of any superior lease or the holder of any superior mortgage shall be unable to collect all of the insurance proceeds (including rent insurance proceeds) applicable to damage or destruction of the Demised Premises or the Building by fire or other cause, by reason of some action or inaction on the part of Tenant or any of its employees, agents or contractors, then, without prejudice to any other remedies which may be available against Tenant, there shall be no abatement of Tenant's rents, but the total amount of such rents not abated (which would otherwise have been abated) shall not exceed the amount of uncollected insurance proceeds.

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

19.7. Nothing contained in this Article 19 shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty.

19.8. The provisions of this Article 19 shall be considered an express agreement governing any cause of damage or destruction of the Demised Premises by fire or other casualty, and no statute, rule, law or regulation of the State of New York or any of its political subdivisions now or hereafter in force and providing for such a contingency in the absence of an express agreement (including without limitation Section 227 of the Real Property Law), shall have application in such case.

ARTICLE 20 - CONDEMNATION

20.1. In the event that the whole of the Demised 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 only a part of the Demised Premises shall be so condemned or taken, then, effective as of the date of vesting of title, the Fixed Rent under Article 2 hereunder and Additional Rents under Articles 4 and 5 hereunder shall be abated in an amount thereof apportioned according to the area of the Demised Premises so condemned or taken. In the event that only a part of the Building shall be so condemned or taken, then (a) Landlord (whether or not the Demised Premises be affected) may, at Landlord's option, 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, or (b) if such condemnation or taking shall be of fifteen percent (15%) or more of the Demised Premises or of a substantial part of the means of access thereto, Tenant may, at Tenant's option, by delivery of notice in writing to Landlord within thirty (30) days following the date on which Tenant shall have received notice of vesting of title, terminate this Lease and the Term and estate hereby granted as of the date occurring six months after the vesting of title, or (c) if neither Landlord nor Tenant elects to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, except that the Fixed Rent payable under Article 2 and Additional Rents payable under Articles 4 and 5 shall be abated to the extent hereinbefore provided. In the event that only a part of the Demised Premises shall be so condemned or taken and this Lease and the Term and estate hereby granted with respect to the remaining portion of the Demised Premises are not terminated as hereinbefore provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the Demised Premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

20.2. 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 the Fixed Rent and Additional Rents payable hereunder shall be apportioned as of such date.

20.3. In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and 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. Provided that Landlord's award is not reduced by reason thereof, Tenant may apply for an award for its moving expenses and trade fixtures.

20.4. It is expressly understood and agreed that the provisions of this Article 20 shall not be applicable to any condemnation or taking for governmental occupancy for a limited period.

ARTICLE 21 - ACCESS TO DEMISED PREMISES: CHANGES

21.1. Tenant shall permit Landlord to erect, use and maintain pipes, ducts and conduits in and through the Demised Premises, provided the same are installed adjacent to or concealed behind walls and ceilings of the Demised Premises. Landlord shall to the extent practicable install such pipes, ducts and conduits by such methods and at such locations as will not materially interfere with or impair Tenant's layout or use of the Demised Premises. Landlord or

its agents or designees, on reasonable notice to Tenant except in the case of emergency, shall have the right to enter the Demised Premises, at reasonable times during Business Hours, for the making of such repairs or alterations as Landlord may reasonably deem necessary for the Building or which Landlord shall be required to or shall have the right to make by the provisions of this Lease or any other lease in the Building and, subject to the foregoing, shall also have the right to enter the Demised Premises for the purpose of inspecting them or exhibiting them to prospective purchasers or lessees of the entire Building or to prospective mortgagees of the fee or of the Landlord's interest in the Property of which the Demised Premises are a part or to prospective assignees of any such mortgages or to the holder of any mortgage on the Landlord's interest in the Property, its agents or designees. Landlord shall exercise reasonable diligence so as to minimize the disturbance, but nothing contained herein shall be deemed to require Landlord to perform the same on an overtime or premium pay basis.

21.2. Landlord reserves the right, without the same constituting an eviction and without incurring liability to Tenant therefor, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairways, toilets and other public parts of the Building; provided, however, that access to the Building shall not be cut off and there shall be no unreasonable obstruction of access to the Demised Premises or unreasonable interference with the use or enjoyment thereof.

21.3. In connection with any work performed by Landlord in accordance with the provisions of this Article 21, upon the completion of such work, Landlord will restore as closely as reasonably possible any improvements located on the Demised Premises to the condition of such improvements prior to the commencement of such work by Landlord; provided, however, nothing contained in this paragraph is meant to (i) limit in any way Landlord's rights to perform any work or repairs permitted to be performed by this Article 21 or (ii) require the use of labor on an overtime or premium pay basis to perform such restoration work on the improvements located on the Demised Premises.

21.4. Landlord may, during the one (1) year prior to expiration of the Term of this Lease, exhibit the Demised Premises to prospective tenants during Business Hours upon reasonable advance notice to Tenant.

21.5. If Tenant shall not be personally present to open and permit an entry into the Demised Premises at any time when for any reason an entry therein shall be urgently necessary by reason of fire or other emergency of which Landlord shall be the sole judge, Landlord may forcibly enter the same without rendering Landlord or such agents liable therefor and without in any manner affecting the obligations and covenants of this Lease.

ARTICLE 22 - DEFAULT

22.1. This Lease and the Term and estate hereby granted are subject to the limitation that whenever Tenant shall make an assignment of the property of Tenant for the benefit of creditors, or shall file a voluntary petition under any bankruptcy or insolvency law or any involuntary petition alleging an act of bankruptcy or insolvency shall be filed against Tenant under any bankruptcy or insolvency law, or whenever a petition shall be filed by or against Tenant under the reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, or whenever a petition shall be filed by Tenant under the

provisions of any law of like import, or whenever a permanent receiver of Tenant or of or for the property of Tenant shall be appointed, then, Landlord may, (a) at any time after receipt of notice of the occurrence of any such event, and (b) if such event occurs without the acquiescence of Tenant, at any time after the event continues for sixty (60) days, give Tenant a notice of intention to end the Term of this Lease at the expiration of five (5) days from the date of service of such notice of intention, and upon the expiration of said five (5) day period, 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, but Tenant shall remain liable for damages as provided in Article 24.

22.2. Solely for the purposes of a proceeding under the present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (a "Bankruptcy Law"), the following terms and conditions have been agreed upon by Landlord and Tenant:

(a) In the event of a default by Tenant under this Lease continuing after the filing of a voluntary or involuntary petition ("Pre-petition Default") under any Bankruptcy Law, a period exceeding thirty (30) days for curing such default shall in no event be deemed reasonable.

(b) In order to be deemed adequate assurance by Tenant for the cure of any Pre-petition Default, Tenant, or the trustee, as the case may be, must (i) deposit with a banking institution selected by Landlord, securities, in negotiable form, issued by the United States of America, with a fair market value, at all relevant times, equal to twice the amount of rent due or the cost, as estimated by Landlord of curing the Pre-petition Default, as the case may be, or (ii) grant to Landlord a security interest or lien, which shall be superior to any and all claims and liens, on any of Tenant's property that is valued at liquidation at twice the amount of such rent or cost.

(c) In order to be deemed adequate assurance by Tenant, with respect to the payment of rent due after the filing of a voluntary or involuntary petition under any Bankruptcy Law, Tenant must (i) deposit with a banking institution selected by Landlord, securities in negotiable form, issued by the United States of America, with a fair market value, at all relevant times, of not less than six (6) months rent, or (ii) grant a security interest or lien, which shall be superior to any and all claims and liens, in any of Tenant's property that is valued at liquidation at not less than six (6) months rent.

22.3. This Lease and the Term and estate hereby granted are subject to further limitation as follows:

(a) whenever Tenant shall default in the payment of any installment of Fixed Rent, or in the payment of any Additional Rent or any other charge payable by Tenant to Landlord, in either case for five (5) Business Days after written notice is given to Tenant that such payment shall have become due: or

(b) whenever Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any of Tenant's obligations hereunder, other than Tenant's obligations to pay Fixed Rent or Additional Rent or other charges under this Lease, and if such situation shall continue and shall not be remedied by Tenant within twenty (20)

days after Landlord shall have given to Tenant a notice specifying the same, or, in the case of a happening or default which cannot with due diligence be cured within a period of twenty (20) days and the continuation of which for the period required for cure will not subject Landlord to the risk of criminal liability (as more particularly described in Article 15 hereof) or termination of any superior lease or foreclosure of any superior mortgage, if Tenant shall not, (i) within said twenty (20) day period advise Landlord of Tenant's intention to duly institute all steps necessary to remedy such situation, (ii) duly institute within said twenty (20) day period, and thereafter diligently and continuously prosecute to completion all steps necessary to remedy the same and (iii) complete such remedy within such time after the date of the giving of said notice of Landlord as shall reasonably be necessary; or

(c) whenever 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 18; or

(d) whenever Tenant shall default in the due keeping, observing or performance of any covenant, agreement, provision or condition of Article 6 hereof on the part of Tenant to be kept, observed or performed and if such default shall continue and shall not be remedied by Tenant within three (3) Business Days after Tenant receives a notice specifying the same;

then in any of said cases set forth in the foregoing subsections (a), (b), (c) and (d), Landlord may give to Tenant a notice of intention to end the Term of this Lease at the expiration of three (3) days from the date of the service of such notice of intention, and upon the expiration of said three (3) 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 were the Expiration Date, but Tenant shall remain liable for damages as provided in Article 24.

22.4 Notwithstanding anything herein to the contrary, if Tenant is in default under any covenant, condition, or agreement of this Lease more than one time within any twelve (12) month period, irrespective of whether or not such default is cured, Landlord, at its sole election, in its sole and absolute discretion, and without notice to Tenant, may avail itself of any of the default remedies granted in the Lease.

ARTICLE 23 - REENTRY BY LANDLORDS INJUNCTION

23.1. If Tenant shall default in the payment of any installment of Fixed Rent, or of any Additional Rent or other charges under this Lease, on any date upon which the same ought to be paid, and if such default shall continue for five (5) Business Days after Landlord shall have given to Tenant a notice specifying such default, or if this Lease shall expire pursuant to Article 22, Landlord or Landlord's agents and employees may immediately or at any time thereafter reenter the Demised Premises, or any part thereof, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefrom, to the end that Landlord may have, hold and enjoy the Demised Premises again as and of its first estate and interest therein. The word reenter, as herein used, is not restricted to its technical legal meaning. In the event of any termination of this Lease

under the provisions of Article 22 or if Landlord shall reenter the Demised Premises under the provisions of this Article 23 or in the event of the termination of this Lease, or of reentry, by or under any summary dispossession or other proceedings or action by reason of default hereunder on the part of Tenant, Tenant shall thereupon pay to Landlord the Fixed Rent and Additional Rent payable by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the Demised Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 24.

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

23.3. If this Lease shall terminate under the provisions of Article 22, or if Landlord shall reenter the Demised Premises under the provisions of this Article 23, or in the event of the termination of this Lease, or of reentry by or under any summary dispossession or other proceeding or action by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all moneys, if any, paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such moneys shall be credited by Landlord against any Fixed Rent or Additional Rent due from Tenant at the time of such termination or reentry or, at Landlord's option against any damages payable by Tenant under Articles 22 and 24 or pursuant to law.

23.4. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Demised Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

ARTICLE 24 - DAMAGES

24.1. If this Lease is terminated under the provisions of Article 22, or if Landlord shall reenter the Demised Premises under the provisions of Article 23, or in the event of the termination of this Lease, or of reentry, by or under any summary dispossession or other proceeding or action by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord as damages, at the election of Landlord, either

(a) a sum which at the time of such termination of this Lease or at the time of any such reentry by Landlord, as the case may be, represents the present value (which present value shall be calculated at a discount rate equal to the then legal rate of interest on judgments in New York State) of the excess, if any, of:

(i) the aggregate of the Fixed Rent and the Additional Rent payable hereunder which would have been payable by Tenant (conclusively presuming the Additional Rent to be the same as was payable for the year immediately preceding such termination except that Additional Rent on account of increases in Taxes and Operating Expenses shall be presumed to increase at the average of the rates of increase thereof previously experienced by Landlord during the period [not to exceed three (3) years] prior to such termination) 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 Expiration Date, had this Lease not so terminated or had Landlord not so reentered the Demised Premises, over

(ii) the aggregate rental value of the Demised Premises for the same period, or

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

24.2. 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 22, or under any provision of law, or had Landlord not reentered the Demised Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove for and obtain as liquidated damages by reason of the termination of this Lease or reentry of the Demised Premises for the default of Tenant under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to in Section 24.1.

ARTICLE 25 - LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS

25.1. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions of this Lease, (a) Landlord may remedy such default for the account of Tenant, immediately and without notice in case of emergency, or in any other case only provided that Tenant shall fail to remedy such default with all reasonable dispatch after Landlord shall have notified Tenant in writing of such default and the applicable grace period for curing such default shall have expired; and (b) if Landlord in good faith makes any expenditures or incurs any obligations for the payment of money in connection with such default including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the Interest Rate, shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within thirty (30) days after rendition of a bill to Tenant therefor.

ARTICLE 26 - QUIET ENJOYMENT

26.1. Landlord covenants and agrees that subject to the terms and provisions of this Lease, if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part or on behalf of Tenant to be kept or performed, then Tenant's rights under this Lease shall not be cut off or ended before the expiration of the Term of this Lease, subject however to ground and underlying leases and mortgages which affect now or hereafter this Lease (as provided in Article 29 hereof).

ARTICLE 27 - DEFINITIONS

27.1. "Business Days" excludes Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

27.2. "Environmental Laws" shall mean any and all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental or quasi-governmental authority regulating, relating to or imposing liability or standards of conduct concerning environmental conditions at the Demised Premises, Building or Property as now or may at any time hereafter be in effect, including but not limited to and without limiting the generality of the foregoing, the Clean Water Act also known as the Federal Water Pollution Control Act, 88 U.S.C. §§1251 et seq., the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§186 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300 et seq., the Surface Mining Control and Reclamation Act, §1201 et seq., 80 U.S.C. §1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. §1818, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., and the Occupational Safety and Health Act as amended ("OSHA"), 29 U.S.C. §655 and §657, together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof.

27.3. "Hazardous Material" shall mean (i) Any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) CERCLA, SARA, RCRA or any

other Environmental Law as now or any time hereafter in effect; (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§261.20 through 261.24, inclusive, and those extremely hazardous substances listed under Section 902 of SARA that are present in threshold planning or reportable quantities as defined under SARA and toxic or hazardous chemical substances that are present in quantities that exceed exposure standards as those terms are defined under Section 6 and 8 of OSHA and 29 C.F.R. Part 1910; (iii) any asbestos or asbestos containing substances whether or not the same are defined as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any Environmental Law; (iv) "Red Label" flammable materials; (v) all laboratory waste and by-products; and (vi) all biohazardous materials.

27.4. "Insurance Requirements" shall mean the rules, regulations, orders and other requirements of any insurance rating or regulatory organization having jurisdiction of, and which are applicable to, the Demised Premises, Building and Property and of any liability, casualty, or other insurance policy which either Landlord or Tenant is required hereunder to maintain or may maintain hereunder.

27.5. "Interest Rate" shall mean a rate per annum equal to the lesser of (i) two percent (2%) above the commercial lending rate announced from time to time by Chase Bank, as its prime rate for 90-day unsecured loans, or (ii) the maximum applicable legal rate, if any.

27.6. "Landlord" shall mean only the owner, or the mortgagee in possession, for the time being of the Property and the Building (or the owner of a lease of the Building or of the Property and Building), so that in the event of any transfer of title to the Building or said Property and the Building or said lease, or in the event of a lease of the Building, or of the Property and the Building, upon notification to Tenant of such transfer or lease the said transferor Landlord shall be and hereby is entirely freed and relieved of all future covenants, obligations and liabilities of Landlord hereunder, and it shall be deemed and construed as a covenant running with the land without further agreement between the parties or their successors in interest, or between the parties and the transferee of title to the Building or said Property and the Building or said lease, or the said lessee of the Building, or of the Property and the Building, that the transferee or the lessee has assumed and agreed to carry out any and all such covenants, obligations and liabilities of Landlord hereunder.

27.7. "Landlord's Statement" shall mean an instrument containing a computation of any Additional Rent payable by Tenant to Landlord pursuant to this Lease.

27.8. "Legal Requirements" shall mean the requirements of every statute, law, ordinance, regulation, rule, requirement, order or directive, now or hereafter made by any federal, state or local government or any department, political subdivision, bureau, agency, office or officer thereof, or any other governmental or quasi-governmental authority having jurisdiction with respect to and applicable to (i) the Demised Premises, Building and Property and appurtenances thereto, and/or (ii) the condition, equipment, maintenance, use or occupation of the Demised Premises, Building and Property including the making of an alteration or addition in or to any structure upon, connected with or appurtenant to the Demised Premises, Building or Property.

27.9. "Tenant's Proportionate Share" shall mean a fraction the numerator of which is equal to the gross square footage that Tenant occupies in the Demised Premises and the

denominator of which is equal to the total gross square footage of the Building as it presently exists or may hereinafter be increased or enlarged. As of the Commencement Date, the total square footage of the Building is four hundred twenty one ninety five (420,195) and Tenant's Proportionate Share shall be _____. Tenant and Landlord agree that Tenant's Proportionate Share is not based upon any particular method of measuring the Demised Premises and/or the Building and represents an agreed upon percentage and shall not be contestable by Tenant at a future date.

ARTICLE 28 - INVALIDITY OF ANY PROVISION

28.1. If any term, covenant, condition or provision of this Lease or the application thereof to any circumstance or to any person, firm or corporation shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Lease or the application thereof to any circumstances or to any person, firm or corporation other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant, condition and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law.

ARTICLE 29 - SUBORDINATION

29.1. This Lease is and shall be subject and subordinate to all ground or underlying leases which may now or hereafter affect the real property of which the Demised Premises form a part and to all mortgages which may now or hereafter affect such leases or such real property, and to all renewals, modifications, replacements and extensions thereof. The provisions of this Section 29.1 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute and deliver at its sole cost and expense any instrument, in recordable form if required, that Landlord, the lessor of the ground or underlying lease or the holder of any such mortgage or any of their respective successors in interest may request to evidence such subordination.

29.2. In the event of a termination of any ground or underlying lease, or if the interests of Landlord under this Lease are transferred by reason of, or assigned in lieu of, foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution therefor, then Tenant under this Lease will, at the option to be exercised in writing by the lessor under such ground or underlying lease or such mortgagee or purchaser, assignee or lessee, as the case may be, either (i) attorn to it and will perform for its benefit all the terms, covenants and conditions of this Lease on Tenant's part to be performed with the same force and effect as if said lessor, such mortgagee or purchaser, assignee or lessee, were the landlord originally named in this Lease, or (ii) enter into a new lease with said lessor or such mortgagee or purchaser, assignee or lessee, as landlord, for the remaining Term of this Lease and otherwise on the same terms and conditions and with the same options, if any, then remaining. The foregoing provisions of clause (i) of this Section 29.2 shall enure to the benefit of such lessor, mortgagee, purchaser, assignee or lessee, shall be self-operative upon the exercise of such option, and no further instrument shall be required to give effect to said provisions. Tenant, however, upon demand of any such lessor, mortgagee, purchaser, assignee or lessee agrees to execute, from time to time, instruments in confirmation of the foregoing provisions of this Section 29.2, satisfactory to any such lessor, mortgagee, purchaser, assignee or lessee, acknowledging such subordination and attornment and setting forth the terms and conditions of its tenancy. Tenant hereby constitutes and appoints Landlord or its successors in

interest to be the Tenant's attorney-in-fact, irrevocably and coupled with an interest, to execute and deliver such instrument of attornment, or such new lease, if Tenant refuses or fails to do so promptly upon request.

29.3. Anything herein contained to the contrary notwithstanding, under no circumstances shall the aforescribed lessor under the ground lease or mortgagee or purchaser, assignee or lessee, as the case may be, whether or not it shall have succeeded to the interests of the Landlord under this Lease, be

(a) liable for any act, omission or default of any prior landlord so long as such ground lessor or mortgagee shall not be a "related party" (as that term is defined by the Internal Revenue Code); or

(b) subject to any offsets, claims or defenses which the Tenant might have against any prior landlord; or

(c) bound by any Fixed Rent or Additional Rent which Tenant might have paid to any prior landlord for more than one (1) month in advance or for more than three (3) months in advance where such Fixed Rent or Additional Rent payments are payable at intervals of more than one (1) month; or

(d) bound by any modification, amendment or abridgment of the Lease, or any cancellation or surrender of the same, made without its prior written approval.

29.4. If, in connection with the financing of the Building, the holder of any mortgage shall request reasonable modifications in this Lease as a condition of approval thereof, Tenant will not unreasonably withhold, delay or defer making such modifications provided such modifications do not increase Tenant's monetary obligations, change the Term, change the Demised Premises or materially increase any other of Tenant's obligations or materially decrease Tenant's rights under this Lease.

ARTICLE 30 - CERTIFICATES OF LANDLORD AND TENANT

30.1. Tenant shall, without charge, at any time and from time to time, within ten (10) days after request by Landlord, deliver a written instrument to Landlord or any other person, firm or corporation specified by Landlord, duly executed and acknowledged, certifying:

(a) that this Lease is unmodified and in full force and effect or, if there has been any modification, that the same is in full force and effect as modified and stating any such modification, whether there is any existing basis to cancel or terminate this Lease, and whether to the best of Tenant's knowledge Landlord is in default thereunder;

(b) that the Term of this Lease has commenced and rent has become payable thereunder, and that Tenant is in possession of all of the Demised Premises;

(c) the amount of the Fixed Rent payable under this Lease and the dates to which the Fixed Rent and Additional Rent and other charges hereunder, have been paid; and

(d) whether or not Tenant has made any claim against Landlord under this Lease and if so the nature thereof and the dollar amount, if any, of such claim.

30.2. Landlord agrees, at any time and from time to time, as requested by Tenant, upon not less than ten (10) days prior notice, to execute and deliver 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 as modified and stating the modifications), certifying the dates to which the Fixed Rent and Additional Rent have been paid, and stating whether or not, to the best knowledge of the signer, Tenant is in default in performance of any of his obligations under this Lease, and, if so, specifying each such default of which the signer may have knowledge.

30.3. Tenant agrees that, except for the first month's rent hereunder, it will pay no rent under this Lease more than thirty (30) days in advance of its due date, if so restricted by any existing or future ground lease or mortgage to which this Lease is subordinated or by an assignment of this Lease to the ground lessor or the holder of such mortgage, and, in the event of any act or omission by Landlord, Tenant will not exercise any right to remedy the default until Tenant shall have given written notice of such act or omission to the ground lessor and to the holder of any mortgage on the fee or the ground lease who shall have furnished such lessor's or holder's last address to Tenant, and until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notices, during which time such lessor or holder shall have the right, but shall not be obligated, to remedy or cause to be remedied such act or omission.

ARTICLE 31 - LEGAL PROCEEDINGS WAIVER OF JURY TRIAL

31.1. Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters 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 Demised Premises, and/or any other claims (except claims for personal injury or property damage) and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Landlord commences any summary proceeding for non-payment of rent, Tenant will not interpose and does hereby waive the right to interpose any counterclaim of whatever nature or description in any such proceeding.

ARTICLE 32 - SURRENDER OF PREMISES

32.1. Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises, broom clean, in good order and condition, ordinary wear and tear excepted, and Tenant shall remove all of its property as herein provided. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

ARTICLE 33 - RULES AND REGULATIONS

33.1. Tenant and Tenant's servants, employees and agents shall observe faithfully and comply strictly with the Rules and Regulations set forth in EXHIBIT "_____" attached hereto and made part hereof entitled "Rules and Regulations" and such other and further reasonable Rules and Regulations as Landlord may from time to time adopt; provided, however, that in case of

any conflict or inconsistency between the provisions of this Lease and of any of the Rules and Regulations as originally or as hereafter adopted, the provisions of this Lease shall control. Notice of any additional Rules or Regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Landlord, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Landlord within ten (10) days after the giving of notice thereof. Landlord agrees that it shall not enforce or fail to enforce any of the Rules and Regulations in a manner so as to apply the same in an unfairly discriminatory manner with respect to Tenant.

33.2. Nothing in this Lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants or conditions in any other lease, against any other tenant of the Building, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

ARTICLE 34 - CONSENTS AND APPROVALS

34.1. Wherever in this Lease Landlord's consent or approval is required, if Landlord shall delay or refuse such consent or approval, Tenant in no event shall be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim, for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord unreasonably withheld or unreasonably delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, for specific performance, injunction or declaratory judgment.

34.2. If Tenant desires to determine any dispute between Landlord and Tenant as to the reasonableness of Landlord's decision to refuse to consent to (i) any assignment or subletting in accordance with the provisions of Article 18 hereof, (ii) employment of a contractor other than one designated by Landlord pursuant to Section 10.11, or (iii) any Alteration pursuant to Articles 3, 12 or 13 hereof, such dispute shall be settled and finally determined by arbitration at the Westchester County office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto.

ARTICLE 35 - NOTICES

35.1. Any notice or demand, consent, approval or disapproval, or statement required to be given by the terms and provisions of this Lease, or by any law or governmental regulation, either by Landlord to Tenant or by Tenant to Landlord, shall be in writing. Unless otherwise required by such law or regulation, such notice or demand shall be given, and shall be deemed to have been served and given when such notice or demand is mailed by registered or certified mail deposited enclosed in a securely closed pre-paid wrapper, in a United States Government general or branch post office, or official depository with the exclusive care and custody thereof, or delivered to an overnight delivery service requiring a receipt, addressed to Landlord, attention General Counsel, New York Power Authority, 1633 Broadway, New York, New York 10019, with copies to Director of Real Estate, New York Power Authority, PO Box 200, Gilboa,

New York 12076 and Director of Corporate Support Services, New York Power Authority, 123 Main Street, White Plains, New York 10601 or to Tenant at its address set forth on page one (1) of this Lease, and commencing _____, at 123 Main Street, White Plains, New York 10601. At such time as Tenant or anyone claiming under or through Tenant first occupies the Demised Premises for the conduct of its business, all such notices and demands shall be served or given to Tenant at the Demised Premises. Either party may, by notice as aforesaid, designate a different address or addresses for notices, demands, consents, approvals or disapprovals.

35.2. 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 or demand, consent, approval or disapproval, or statement, on one other person or entity designated in such request, such service to be effected as provided in Section 35.1 hereof.

ARTICLE 36 - NO WAIVER

36.1. No agreement to accept a surrender of this Lease shall be valid unless in writing signed by Landlord. No employee of Landlord shall have any power to accept the keys of the Demised Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord shall not operate as a termination of this Lease or a surrender of the Demised Premises. In the event of Tenant at any time desiring to have Landlord sublet the premises for Tenant's account, Landlord is authorized to receive said keys for such purpose without releasing Tenant from any of the obligations under this Lease. 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 set forth herein, 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 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.

36.2. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

ARTICLE 37 - CAPTIONS

37.1. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

ARTICLE 38 - INABILITY TO PERFORM

38.1. If, by reason of (i) strike, (ii) labor troubles, (iii) governmental pre-emption in connection with a national emergency, (iv) any rule, order or regulation of any governmental agency, (v) conditions of supply or demand which are affected by war or other national, state or municipal emergency, or any other cause or (vi) any cause beyond Landlord's reasonable control, Landlord shall be unable to fulfill its obligations under this Lease or shall be unable to supply any service which Landlord is obligated to supply, this Lease and Tenant's obligation to pay rent hereunder shall in no wise be affected, impaired or excused, except as provided in Sections 19.2 and 20.1.

ARTICLE 39 - NAME OF THE BUILDING

39.1. Landlord shall have the full right at any time to name or change the name of the Building and to change the designated address of the Building.

ARTICLE 40 - INDEMNITY

40.1. Tenant shall indemnify and save harmless Landlord and the State of New York against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorney fees, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant or condition of this Lease, or any other claim arising out of, in connection with, or as a consequence of the Tenant's use of the Demised Premises including but not limited to the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this Lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee or any subtenant. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, such approval not to be unreasonably withheld.

ARTICLE 41 - SUBMISSION TO JURISDICTION, ETC.

41.1. This Lease shall be deemed to have been made in the City of White Plains, Westchester County, 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 Westchester. Tenant, any guarantor of the performance of its obligations hereunder ("Guarantor") and their successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to the Tenant and any successor at Tenant's address hereinabove set forth, to Guarantor and any successor at the address set forth in the instrument of guaranty and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made two days after such process is so mailed.

41.2. Whenever any default, request, action or inaction by Tenant caused Landlord to incur attorneys' fees and/or any other costs and expenses, Tenant agrees that it shall pay and/or reimburse Landlord for such fees, costs and/or expenses within ten (10) days after being billed therefor.

41.3. The submission of the Lease to Tenant shall not constitute an offer by Landlord to execute and exchange a lease with Tenant and is made subject to Landlord's acceptance, execution and delivery thereof.

ARTICLE 42 - MISCELLANEOUS

42.1. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

42.2. Except as otherwise expressly provided in this Lease, each covenant, condition, 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.

42.3. Time shall be of the essence with respect to the exercise of any option granted under this Lease.

42.4. Except as otherwise provided herein whenever payment of interest is required by the terms hereof it shall be at the Interest Rate as defined in Article 27 hereof.

42.5. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, single or plural, as the identity of the person or persons or entity or entities in question may require. The term "person" shall be deemed to include individuals, corporations, partnerships, joint ventures, firms, associations and other entities.

42.6. Tenant agrees with Landlord that Tenant will not record this Lease or any memorandum of this Lease without the prior written consent of Landlord.

42.7. The covenants, agreements, terms, provisions and conditions contained in this Lease shall apply to and inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as otherwise provided for herein.

42.8. Upon request of Landlord, but not more often than once each fiscal or calendar year, as the case may be, Tenant and any such person shall submit to Landlord true, correct, current and complete financial statements of Tenant and its affiliates, if any.

ARTICLE 43 - TERMINATION OPTION

43.1. Notwithstanding anything to the contrary contained herein, Landlord shall have the right to terminate this Lease, upon not less than ninety (90) days prior notice to Tenant, if and when Landlord determines, in its sole and absolute discretion, that it desires vacant possession of the Demised Premises, in which event this Lease shall expire on the date ("Early Termination Date") set forth in Landlord's notice with the same effect as if such date were the natural

Expiration Date set forth hereinabove. In consideration of the early termination of this Lease, Landlord shall pay to Tenant an amount equal to six (6) monthly installments of the then current Fixed rent ("Termination Fee"), which shall be payable on or before the Early Termination Date. In such event, Tenant shall, on or before the Early Termination Date, quit and surrender the Demised Premises to Landlord in the condition required by the Lease.

ARTICLE 44 - HOLDOVER

44.1. In the event Tenant shall hold over after the expiration of the Term or earlier termination, the parties hereby agree that Tenant's occupancy of the Demised Premises after the expiration of the Term shall be upon all of the terms set forth in this Lease except Tenant shall pay as a use and occupancy charge for the holdover period an amount equal to the higher of (a) an amount equal to two times the sum of (i) the pro rata Fixed Rent payable by Tenant during the last year of the Term and (ii) all monthly installments of Additional Rent payable by Tenant pursuant to the terms of this Lease that would have been billable monthly by Landlord had the Term not expired; or (b) an amount equal to the then market rental value for the Demised Premises as shall be established by Landlord giving notice to Tenant of Landlord's good faith estimate of such market rental value.

ARTICLE 45 - CONDITIONAL LIMITATION

45.1. In the event that twice in any twelve (12) month period (i) a default of the kind set forth in Article 22 shall have occurred or (ii) Tenant shall have defaulted in the payment of Fixed Rent or Additional Rent, or any part of either, and Landlord shall have commenced a summary proceeding to dispossess Tenant in each such instance, then, notwithstanding that such defaults may have been cured at any time after the commencement of such summary proceeding, any further default by Tenant within such twelve (12) month period shall be deemed to be a violation of a substantial obligation of this Lease by Tenant and Landlord may serve a written three (3) days notice of cancellation of this Lease upon Tenant and, upon the expiration of said three (3) days, this Lease and the Term shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this Lease and the Term and Tenant shall then quit and surrender the Demised Premises to Landlord, but Tenant shall remain liable as elsewhere provided in this Lease.

ARTICLE 46 - LIMITATION ON RENT

46.1. If on the Commencement Date, or at any time during the Term, the Fixed Rent or Additional Rent reserved in this Lease is not fully collectible by reason of any federal, state, county or city law, proclamation, order or regulation, or direction of a public officer or body pursuant to law (collectively, "Law"), Tenant agrees to take such steps as Landlord may request to permit Landlord to collect the maximum rents which may be legally permissible from time to time during the continuance of such legal rent restriction (but not in excess of the amounts reserved therefor under this Lease). Upon the termination of such legal rent restriction, Tenant shall pay to Landlord, to the extent permitted by Law, an amount equal to (i) the Fixed Rent and Additional Rent which would have been paid pursuant to this Lease but for such legal rent restriction, less (ii) the Fixed Rent and Additional Rent paid by Tenant to Landlord during the period such legal rent restriction was in effect.

ARTICLE 47 - BANKRUPTCY

47.1. Without limiting any of the provisions of Article 22, if pursuant to the Bankruptcy Code of 1978, as the same may be amended, Tenant is permitted to assign this Lease in disregard of the obligations contained in Article 18 hereof, Tenant agrees that adequate assurance of future performance by the assignee permitted under such Code 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 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. If Tenant receives or is to receive any valuable consideration for such an assignment of this Lease, such consideration, after deducting therefrom (i) the brokerage commissions, if any, and other expenses reasonably incurred by Tenant for such assignment and (ii) any portion of such consideration reasonably designated by the assignee as paid for the purchase of Tenant's property in the Demised Premises, shall be and become the sole and exclusive property of Landlord and shall be paid over to Landlord directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this Lease shall have a net worth, exclusive of good will, equal to at least fifteen (15) times the aggregate of the Fixed Rent reserved hereunder plus all Additional Rent for the preceding calendar year as aforesaid.

ARTICLE 48 - CORPORATION

48.1. Tenant represents and warrants: (i) that it is a corporation duly organized and in good standing under the laws of the State of New York (ii) that it has all requisite corporate authority to execute and to enter into this Lease and that the execution of this Lease will not constitute a violation of any internal by-law, agreement or other rule of governance, and (iii) that the individual executing this Lease on behalf of Tenant is so authorized and Tenant shall supply Landlord with a verified corporate resolution or similar written documentation evidencing such authority upon or prior to Tenant's execution of this Lease.

ARTICLE 49 - SECURITY DEPOSIT

49.1. Tenant has deposited with Landlord the sum of \$_____ as security ("Security Deposit") for the faithful performance and observance by Tenant of the terms, provisions, conditions and covenants of this Lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions, conditions and covenants of the Lease, including, but not limited to, the payment of Fixed Rent and Additional Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent required for the payment of any Fixed Rent or Additional Rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in the re-letting of the Demised Premises, or any part thereof, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Landlord. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Demised Premises to Landlord. In the event of a sale

of the Property and/or Building or leasing of the Building, of which the Demised Premises form a part, Landlord shall have the right to transfer the Security Deposit to the purchaser or lessee ("New Owner") and Landlord shall thereupon be released by Tenant from all liability for the return of such Security Deposit; and Tenant agrees to look to the New Owner solely for the return of said Security Deposit, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a New Owner. Tenant further covenants that it will not assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

49.2. Tenant may, at the execution of this Lease or at any time during the Term, substitute for the Security Deposit an irrevocable letter of credit ("Letter of Credit") in the amount of the Security Deposit issued by a New York commercial bank acceptable to Landlord in its discretion, and in the form of the letter of credit annexed hereto as EXHIBIT "_____", to be held by Landlord as security in accordance with this Article 50. The Letter of Credit shall (i) initially expire not less than one (1) year from the Commencement Date or the date of issuance if delivered to Landlord thereafter, (ii) provide for automatic renewals for periods of not less than one (1) year, and (iii) have a final expiration date not less than four (4) months after the Expiration Date. Tenant shall pay to Landlord, on demand and as Additional Rent hereunder, all fees and charges paid by Landlord to the bank issuing the Letter of Credit in connection with the transfer of same to any future owner of the Building. In the event of a default by Tenant of any of the terms, provisions and conditions of this Lease, Landlord shall be permitted to draw down the entire amount of the Letter of Credit or any portion thereof and apply the proceeds or any part thereof in accordance with this Article 50 of this Lease and retain the balance for the deposit required under this Article 50. Landlord shall also have the right to draw down the entire amount of the Letter of Credit in the event that Landlord receives notice that the date of expiry of the Letter of Credit will not be extended by the issuing bank and retain the balance for the deposit required under this Article 50. If Landlord shall have drawn down the Letter of Credit and applied all or any portion thereof, then Tenant shall deposit with Landlord, upon demand, a sufficient amount of cash to bring the balance of cash held by Landlord under this Article 50 to the amount of the Security Deposit.

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

IN WITNESS WHEREOF, the parties to this Lease have executed the same on the day and in the year first above written.

NEW YORK POWER AUTHORITY (LANDLORD)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT E-1
(Bank Letterhead)

Name and Address of Landlord]

Re: Irrevocable Clean Letter of Credit

Ladies/Gentlemen:

By order of our client, _____, we hereby open our clean irrevocable Letter of Credit No. ____ in your favor for an amount not to exceed in the aggregate \$ _____ U.S. Dollars effective immediately.

Funds under this credit are available to you against your sight draft drawn on us mentioning thereon our Credit No. _____.

This Letter of Credit shall expire sixteen (16) months from the date hereof; provided, however, that it is a condition of this Letter of Credit that it shall be deemed automatically extended, from time to time, without amendment, for one year from the expiry date hereof and from each and every future expiry date, unless at least thirty (30) days prior to any expiry date we shall notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

This Letter of Credit is transferable and may be transferred one or more times. However, no transfer shall be effective unless advice of such transfer is received by us in the form attached signed by you.

We hereby agree with you that all drafts drawn or negotiated in compliance with the terms of this Letter of Credit will be duly and promptly honored upon presentment and delivery of your draft to our office at _____ if negotiated on or prior to the expiry date as the same may from time to time be extended.

Except as otherwise specified herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400.

Very truly yours,

(Name of Bank)

By: _____

EXHIBIT E-2

Re: Credit

Issued By

Gentlemen:

For value received, the undersigned beneficiary irrevocably transfers to:

(Name and Second Beneficiary)

(Address)

all rights of the undersigned beneficiary to draw under the above Letter of Credit in its entirety.

By the transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the second beneficiary and the second beneficiary shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the second beneficiary without necessity of any consent of or notice of the undersigned beneficiary.

The advice of such Letter of Credit is returned herewith, and we ask you to endorse the assignment on the reverse thereof and forward it direct to the second beneficiary with your customary notice of transfer.

Enclosed is remittance of \$100.00 in payment of your transfer commission and in addition thereto we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer.

Very truly yours,

Signature of Beneficiary

SIGNATURE AUTHENTICATED
(Bank)