

FOR PUBLIC RELEASE

LEASE

between

1 WORLD TRADE CENTER LLC

as Landlord

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

as Tenant

Dated as of: July 24, 2001

One World Trade Center

New York, New York

INDENTURE OF LEASE, dated as of this 24 day of July, 2001,
between 1 WORLD TRADE CENTER LLC ("Landlord"), a Delaware limited
liability company, and THE PORT AUTHORITY OF NEW YORK AND NEW
JERSEY ("Tenant"), a body corporate and politic, created by Compact between the
States of New Jersey and New York, with the consent of the Congress of the United
States of America, and having an office at One World Trade Center, in the Borough
of Manhattan, City, County, and State of New York.

WITNESSETH:

ARTICLE 1

DEFINITIONS; PREMISES; TERM

1.01 Defined Terms. As used in this Lease, the following terms
shall have the following meanings (such meanings to be equally applicable to both
the singular and plural forms of the terms defined):

"Accommodation Space" shall mean: the space on the twenty-first
(21st) floor of the Building as shown in diagonal hatching on Exhibit C-1; the space
on the forty-sixth (46th) floor of the Building as shown in diagonal hatching on
Exhibit C-2; the space on the fifty-second floor (52nd) floor of the Building as shown
in diagonal hatching on Exhibit C-3; the space on the seventy-fifth (75th) floor of the

Building as shown in diagonal hatching on Exhibit C-4; the space on the seventy-eighth (78th) floor of the Building as shown in diagonal hatching on Exhibit C-5; the space on the eighty-second (82nd) floor of the Building as shown in diagonal hatching on Exhibit C-6; the space on the eighty-sixth (86th) floor of the Building as shown in diagonal hatching on Exhibit C-7; and the space on the eighty-eighth (88th) floor of the Building as shown in diagonal hatching on Exhibit C-8.

"Accommodation Space Expiration Date" shall have the meaning set forth in Section 2.03.

"Accommodation Space Reduction Option" shall have the meaning set forth in Section 2.05.

"ADA" shall mean the Americans with Disabilities Act, Title III, 42 U.S.C.S. §§ 12181-12189 and any amendments thereto.

"Affiliate" shall mean, with respect to any person or entity, a corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with such person or entity. With respect to the Named Tenant only, the term Affiliate shall also include any governmental or quasi-governmental body or any subdivision thereof (i) of or having jurisdiction in the States of New York or New Jersey, or (ii) which Named Tenant controls. For the purpose of this definition, "control" shall mean the ownership, directly or indirectly, of at least 50% of the outstanding stock if a corporation, or other equity interest if not a corporation,

and the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by statutory authority, by contract, or otherwise.

"Alterations" shall have the meaning set forth in Section 13.01 hereof.

"Ancillary Uses" shall have the meaning set forth in Section 5.01 hereof.

"Bankruptcy Code" shall have the meaning set forth in Section 19.01 hereof.

"Block" shall have the meaning set forth in Section 8.01.C hereof.

"Building" shall mean One World Trade Center at the World Trade Center, in the Borough of Manhattan, City, County, and State of New York and located on the Land.

"Building common areas" shall mean all of the common facilities in the Building and the premises demised under the Net Lease designed and intended for use by tenants in the Building in common with Landlord and each other, including, without limitation, all of the following, except such of the following as are intended for exclusive use by Tenant or another tenant in the building: elevators, fire stairs, mechanical areas and telephone and electrical closets and riser shafts, walkways, truck docks, plazas, courts, service areas, lobbies, landscaped areas and all

other common and service areas of the Building and the premises demised under the Net Lease.

"Building Insurance" shall have the meaning ascribed thereto in Section 16.01 hereof.

"Building Office Space" shall mean the office space in the Building located above the ground floor lobby of the Building.

"Business Days" shall mean Monday through Friday exclusive of Holidays.

"Business Hours" shall mean 8:00 A.M. to 8:00 P.M. on Business Days exclusive of Holidays, provided, however, that Business Hours shall mean 8:00 A.M. to 6:00 P.M. on Business Days exclusive of Holidays if no other lease of office space of four floors or more in the in the World Trade Center then provides for Business Hours substantially similar to 8:00 A.M. to 8:00 P.M.

"Capital Expenses" shall have the meaning set forth in Section 4.01.E hereof.

"Code Compliance Office" shall mean the Net Lessor's personnel responsible for interacting and coordinating with Landlord in the Net Lessor's role as "governmental agent" under the Net Lease.

"Commencement Date" shall mean the date of this Lease.

"Comparable Buildings" shall mean first class office buildings in lower Manhattan, other than buildings principally and predominantly occupied for the conduct of business by the owner and operator of such building.

"Comparable Management Companies" shall have the meaning set forth in Section 4.01.A.1.

"Consent to Occupy" shall have the meaning set forth in the Net Lease.

"CPI" shall mean "The Consumer Price Index (New Series) (Base Period 1982-84=100) (all items for all urban consumers for New York-Northeastern New Jersey (CPI-U) Area)" as published by the Bureau of Labor Statistics of the United States Department of Labor or if the same is discontinued, a replacement index published by the Department of Labor or other applicable governmental authority, appropriately adjusted. In the event that the CPI is converted to a different standard reference base or otherwise revised, the determination of those increases provided for herein to be made with reference to the CPI shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information selected by Landlord and reasonably approved by Tenant. If the CPI

ceases to be published, and there is no successor thereto, such other index as Landlord and Tenant shall agree upon in writing shall be substituted for the CPI. If Landlord and Tenant are unable to agree as to such substituted index, such matter shall be resolved by arbitration in accordance with the provisions of Article 25 hereof. Pending the resolution of such dispute, CPI-based increases provided for herein shall be determined in accordance with the substituted index selected by Landlord; subject to adjustment when finally determined with the appropriate party being entitled to a refund from the other party of any overpayment within ten (10) days of written notice of such final determination.

"Damage Statement" shall have the meaning set forth in Section 17.01 hereof.

"Demised Premises" or "Premises" shall mean the Initial Office Space, the Accommodation Space (until the Accommodation Space Expiration Date), the Tenant Subgrade Space and any ROFO Space delivered to Tenant pursuant to the provisions of Article 34 hereof and taking into account any reduction in the space comprising the Demised Premises pursuant to Article 41 or otherwise.

"Election Notice" shall mean, as applicable, the First Election Notice, the Second Election Notice, the Third Election Notice, and/or the Fourth Election Notice.

"Eligible Space" shall have the meaning set forth in Section 8.01.C hereof.

"Environmental Laws" shall have the meaning set forth in Section 31.01 hereof.

"Escalation Expense Payment" shall have the meaning set forth in Section 4.01.B.2 hereof.

"Estimated Escalation Expense Payment" shall have the meaning set forth in Section 4.01.B.3 hereof.

"Expense Base" shall have the meaning set forth in Section 4.01.A hereof.

"Expense Base Year" shall have the meaning set forth in Section 4.01.A hereof.

"Expenses" shall have the meaning set forth in Section 4.01.A hereof.

"Expense Statement" shall have the meaning set forth in Section 4.01.B.5 hereof.

"Expense Year" shall have the meaning set forth in Section 4.01.A hereof.

"Expiration Date" shall mean the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs, or the date upon which the term of this Lease shall terminate sooner or later pursuant to any of the

terms, covenants or conditions of this Lease or pursuant to law, including, without limitation, as set forth in Article 35 hereof.

"Financial Statements" shall have the meaning set forth in Section 9.09.

"First Election Notice" shall have the meaning set forth in Section 35.01.A hereof.

"First Renewal Option" shall have the meaning set forth in Section 35.01.A hereof.

"First Renewal Term" shall have the meaning set forth in Section 35.01.A hereof.

"Fixed Rent" shall have the meaning set forth in Section 3.01 hereof.

"Fixtures" shall have the meaning set forth in Section 13.02 hereof.

"Force Majeure" shall mean any actual delays resulting from any causes beyond Landlord's or Tenant's reasonable control, as the case may be, including, without limitation, governmental regulation, governmental restriction, strike, labor dispute, unusual weather, riot, mob violence, malicious mischief, embargo, enemy action, civil commotion, inability to obtain materials (giving due regard for the ability to substitute similar materials and provided the party in question had done the appropriate planning and provided for the appropriate lead time in obtaining such materials), acts of God, war, sabotage, hostilities, invasion, insurrec-

tion, terrorist acts, fire, earthquakes, flood or other casualty and other like circumstances to the extent not attributable to the acts or omissions of Landlord or Tenant, as applicable. Under no circumstances shall the non-payment of money or a failure attributable to a lack of funds be deemed to be (or to have caused) an event of Force Majeure. Each party shall use all commercially reasonable efforts to mitigate the delay caused by any event of Force Majeure to the extent reasonably commercially practicable, but without the necessity of employing overtime labor unless such party elects to do so within its sole discretion or unless the other party elects to pay for such overtime labor.

"Fourth Election Notice" shall have the meaning set forth in Section 35.01.D hereof.

"Fourth Renewal Option" shall have the meaning set forth in Section 35.01.D hereof.

"Fourth Renewal Term" shall have the meaning set forth in Section 35.01.D hereof.

"GAAP" shall mean generally accepted accounting principles (consistently applied).

"Hazardous Materials" shall have the meaning set forth in Section 31.01 hereof.

"Holidays" or "holidays" shall mean all legal holidays in the State of New York, provided, however, that Holidays shall mean any additional days which are designated as holidays (other than employee birthdays) by the applicable Building Service Union Employee Service contract or by the applicable Operating Engineers contract if less than a majority of the other office leases in the Building then in effect provide that "Holidays" include only all legal holidays in the State of New York.

"HVAC" shall mean heating, ventilation and air-conditioning.

"indemnified party" shall have the meaning ascribed thereto in Section 16.04 hereof.

"indemnifying party" shall have the meaning ascribed thereto in Section 16.04 hereof.

"Initial Office Space" shall mean the entire forty-third (43rd) floor of the Building and the entire sixty-first (61st) through seventy-fourth (74th) floors, inclusive, of the Building as shown in diagonal hatching on Exhibit A, the space on the forty-fourth floor (44th) floor of the Building as shown in diagonal hatching on Exhibit A-1, and the space on the seventy-seventh floor (77th) floor of the Building as shown in diagonal hatching on Exhibit A-2.

"Initial Term" shall mean, except as otherwise provided in Section 2.03 with respect to the Accommodation Space, the initial term of this Lease

commencing on the Commencement Date and ending on the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs or such sooner date as this Lease shall terminate pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to law.

"Institutional Investor" shall have the meaning set forth in the Net Lease.

"Interest Rate" shall mean, for any period of time during the term of this Lease, two percent (2%) per annum above the Prime Rate.

"Land" shall mean the land described in Exhibit D annexed hereto and made a part hereof, in the Borough of Manhattan, City, County and State of New York.

"Landlord" shall mean 1 World Trade Center LLC and its successors and assigns.

"Landlord Entity" shall mean Landlord and its Affiliates.

"Landlord's Violations" shall have the meaning set forth in Section 13.03.H hereof.

"Laws" shall have the meaning set forth in the Section 11.01 hereof.

"Legal Requirements" shall have the meaning set forth in the Section 11.01 hereof.

"Litigation Legislation" shall mean the concurrent legislation of the State of New York and the State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112), and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A.32:1-157 to 168).

"Material Alterations" shall have the meaning set forth in Section 13.01 hereof.

"Named Tenant" shall mean The Port Authority of New York and New Jersey and any Successor thereto.

"Net Lease" shall mean that certain Agreement of Lease, dated as of the date hereof, between The Port Authority of New York and New Jersey, as lessor, and Landlord, as lessee, with respect to the Building and other premises demised thereunder as more particularly described therein, as same may be modified, amended, revised, restated or supplemented from time to time.

"Net Lessor" shall mean The Port Authority of New York and New Jersey in its capacity as lessor under the Net Lease and as owner of the World Trade Center, including the Building.

"Non-Standard Installations" shall have the meaning set forth in Section 13.01.

"Office Space" shall mean those portions of the Demised Premises other than Tenant Subgrade Space.

"Outside Cleaning Charges" shall have the meaning set forth in Section 4.01.A.1.

"Overtime HVAC" shall have the meaning set forth in Section 6.04 hereof.

"Permit to Occupy or Use" shall have the meaning set forth in the Net Lease.

"Permitted Occupants" shall have the meaning set forth in Section 8.08 hereof.

"Port Authority Manual" shall have the meaning set forth in the Net Lease.

"Prime Rate" shall mean an interest rate per annum equal to the prime rate established by Citibank N.A., provided, however, if Citibank N.A. shall cease to establish and publish a prime rate, the rate shall be the prime rate established by the commercial bank in New York City with the highest net worth then establishing and publishing a prime rate, and if no such commercial bank shall establish and publish a prime rate, the rate to be used for the purposes of this definition shall be a comparable rate for the purposes of establishing the cost of money as determined by Landlord, acting in a reasonable manner.

"Regulated Work" shall mean any Alterations (including any Tenant Work) creating excessive noise or fumes (including, but not limited to any Alteration(s) involving (a) demolition; (b) cutting, trenching, chopping and drilling of floor slabs; (c) shooting fasteners into slab, floor or over-head; (d) spraying of paint or other coatings; (e) disconnects or shutdowns affecting other tenants or other parts of the Building; (f) burning or welding of steel which causes fumes to be transmitted to other parts of the Building; or (g) the use of air-hammers or concrete saws).

"Renewal Option" shall mean, as applicable, the First Renewal Option, the Second Renewal Option, the Third Renewal Option, and/or the Fourth Renewal Option.

"Renewal Term" shall mean, as applicable, the First Renewal Term, the Second Renewal Term, the Third Renewal Term, and/or the Fourth Renewal Term.

"Rent" or "rent" shall mean all Fixed Rent, escalations payable pursuant to the terms of Article 4 hereof, including, without limitation, Escalation Expense Payments, Tax Expense Payments, additional rent and/or other charges payable under this Lease.

"Rentable Square Feet " or "RSF" shall mean the rentable square feet of the Demised Premises, the Building and/or other portions of the Building (as the case may be) determined by calculating the "Useable Area" in accordance with The

Real Estate Board of New York Recommended Method of Floor Measurement for Office Buildings, effective January 1, 1987 (as shown on Exhibit O attached hereto), and computing the rentable area utilizing a loss factor from rentable to usable for a full office floor of 20% (i.e., the rentable square footage less 20% of such rentable square footage equals the usable square footage). Notwithstanding the foregoing, the RSF for the Tenant Subgrade Space shall be based upon The Real Estate Board of New York Recommended Method of Floor Measurement for Office Buildings with respect to below grade space for multiple floor tenants but without a loss factor.

"REOA" shall mean that certain Reciprocal Easement and Operating Agreement of the World Trade Center Net Lessee Association, dated as of the date hereof, by and between the Net Lessor, Landlord, and the Other Lessees (as defined in the Net Lease) (as the same may be amended, modified, revised, restated or supplemented from time to time).

"Requesting Party" shall have the meaning set forth in Section 9.09 hereof.

"ROFO Notice" shall have the meaning set forth in Section 34.01 hereof.

"ROFO Option" shall have the meaning set forth in Section 34.01 hereof.

"ROFO Space" shall have the meaning set forth in Section 34.01 hereof.

"Rules and Regulations" shall mean the Rules and Regulations attached hereto as Exhibit N, as same may be modified or supplemented from time to time in accordance with the provisions of this Lease.

"Second Election Notice" shall have the meaning set forth in Section 35.01.B hereof.

"Second Renewal Option" shall have the meaning set forth in Section 35.01.B hereof.

"Second Renewal Term" shall have the meaning set forth in Section 35.01.B hereof.

"SNDA Agreement" shall have the meaning set forth in Section 9.02 hereof.

"Specialty Alterations" shall mean installations made in the Demised Premises which are not customary for typical office tenants including, but not limited to, raised flooring, Supplemental HVAC, vaults, supplemental fire and pre-action systems, kitchen facilities, cafeteria, auditorium, child or health care facilities, travel agency, print shop, conveyors, and internal staircases.

"substantially completed" shall mean work that has been completed except for minor details of construction, decoration and mechanical adjustments, if

any, the non-completion of which do not, either individually or in the aggregate, interfere in any material way with Tenant's use and occupancy of the Demised Premises.

"Subtenant SNDA" shall have the meaning set forth in Section 8.01.C hereof.

"Successor" shall mean a successor to a party by reorganization, merger, consolidation or other business or governmental combination or a person to whom all or substantially all of such party's assets are transferred.

"Superior Lease" shall have the meaning set forth in Section 9.02 hereof.

"Superior Lessor" shall mean the lessor under a Superior Lease.

"Superior Mortgage" shall have the meaning set forth in Section 9.02 hereof.

"Superior Mortgagee" shall mean the holder or holders (including the agent for any lending syndicate or a trustee for the benefit of any such holder) of a Superior Mortgage.

"Supplemental HVAC System" shall have the meaning set forth in Section 6.05.A hereof.

"Tax Year" shall have the meaning set forth in Section 4.01.A hereof.

"Taxes" shall have the meaning set forth in Section 4.01.A hereof.

"Temporary Rate" shall have the meaning set forth in Section 35.05.A hereof.

"Temporary ROFO Rate" shall have the meaning set forth in Section 34.05 hereof.

"Tenant" shall mean The Port Authority of New York and New Jersey and its Successors and permitted assigns, provided that, unless expressly set forth in this Lease, Named Tenant or any assignee shall not be released from liability under this Lease in the event of an assignment hereof.

"Tenant's Percentage" shall have the meaning set forth in Section 4.01.A hereof.

"Tenant's Pro Rata Rent" shall have the meaning set forth in Section 8.01.C hereof.

"Tenant's Property" shall have the meaning set forth in Section 13.02 hereof.

"Tenant Subgrade Space" shall mean the space on levels B-3, B-4, and B-5 of the World Trade Center as shown in diagonal hatching on Exhibit B.

"Tenant's Tax Payment" shall have the meaning set forth in Section 4.01.C.1.

"Tenant's Tax Percentage" shall have the meaning set forth in Section 4.01.A.7.

"Term" or "term" shall mean the Initial Term as same may be extended by any Renewal Terms.

"Third Election Notice" shall have the meaning set forth in Section 35.01.C hereof.

"Third Renewal Option" shall have the meaning set forth in Section 35.01.C hereof.

"Third Renewal Space" shall have the meaning set forth in Section 35.01.C hereof.

"Transition Space" shall mean the Accommodation Space on the eighty-sixth (86th) floor of the Building as shown in diagonal hatching on Exhibit C-7; and the Accommodation Space on the eighty-eighth (88th) floor of the Building as shown in diagonal hatching on Exhibit C-8.

"World Trade Center" shall mean that certain facility of commerce commonly known as the "World Trade Center" and located in the Borough of Manhattan, City, County and State of New York, the planning, construction and operation of which has been undertaken by The Port Authority of New York and New Jersey pursuant to the World Trade Center Legislation.

"World Trade Center Legislation" shall mean the concurrent legislation of the State of New York and the State of New Jersey set forth at Chapter 209 of the Laws of New York of 1962, as amended by Chapter 1003 of the Laws of New York of

1972, by Chapter 318 of the Laws of New York of 1973 and by Chapter 993 of the Laws of New York of 1974 (McKinney's Unconsolidated. Laws §§6601-6618) and Chapter 8 of the Laws of New Jersey of 1962, as amended by Chapter 208 of the Laws of New Jersey of 1972 and by Chapter 25 of the Laws of New Jersey of 1974 (N.J.S.A.32:1-35.50 to 35.68).

1.02 Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Demised Premises.

The leasing of the Demised Premises by Tenant shall include the right of Tenant (a) to access the Building common areas in common with other tenants in the Building and (b) to use all fixtures, improvements and betterments owned or leased by Landlord which, at any time during the term of this Lease, are attached to and serve the Demised Premises or are installed in and serve the Demised Premises, all subject to such restrictions, rules, regulations, security arrangements and charges (if any) as are provided for in this Lease.

TO HAVE AND TO HOLD unto Tenant, its successors and permitted assigns, for the Term, YIELDING AND PAYING the rents and additional rents hereinafter set forth, all on the covenants, conditions and agreements hereinbefore and hereinafter stated.

ARTICLE 2

COMMENCEMENT OF TERM; CONDITION OF THE DEMISED PREMISES;

TERM OF ACCOMMODATION SPACE

2.01 The Term of this Lease shall commence on the Commencement Date and, other than with respect to the Accommodation Space, shall end on the Expiration Date. The payment of Rent shall commence on the Commencement Date with respect to the Initial Office Space, the Accommodation Space (to the extent Rent is payable in connection therewith pursuant to the express terms of this Lease), and the Tenant Subgrade Space.

2.02 Landlord shall deliver the Demised Premises to Tenant in its presently existing "as is" condition, and Tenant acknowledges that it has been and is occupying, and agrees to and shall take, the Demised Premises in such "as is" condition and that Landlord shall have no obligation to perform any work for the initial preparation of the Demised Premises for Tenant's use or occupancy or for the payment of any sums to Tenant in connection therewith.

2.03 The Term of this Lease with respect to the Accommodation Space shall be deemed to be the period commencing on the Commencement Date and ending on the last day of the month which is the fourteenth (14th) month after the Commencement Date (the "Accommodation Space Expiration Date"). On the Accommodation Space Expiration Date, Tenant shall vacate the Accommodation

Space and surrender possession thereof to Landlord in accordance with all applicable provisions of this Lease and this Lease shall terminate with respect to the Accommodation Space.

2.04 Notwithstanding the provisions of Section 2.3 above, Tenant shall have the one-time option (the "88th Floor Extension Option") to extend the Accommodation Space Expiration Date solely for the Transition Space on the eighty-eighth (88th) floor of the Building for up to an additional six (6) months (but for not less than one (1) month) commencing on the day immediately following the end of the initial Accommodation Space Expiration Date and ending on such date as Tenant may elect in writing upon Tenant's exercise of the 88th Floor Extension Option, which date shall not be later than six (6) months nor earlier than one (1) month thereafter (such period, the "88th Floor Extension Term"). Such date elected by Tenant in writing shall thereupon be and become the Accommodation Space Expiration Date for the Transition Space on the eighty-eighth (88th) floor. The annual Fixed Rent for the 88th Floor Extension Term shall be [REDACTED] per RSF, appropriately prorated. The 88th Floor Extension Option shall be exercised by written notice to Landlord delivered no later than forty-five (45) days prior to the initial Accommodation Space Expiration Date.

In the event that either on or before or after the date Tenant exercises the 88th Floor Extension Option Landlord shall have entered into a bona-fide lease with a non-Affiliate of Landlord for any material portion of the Transition Space on the eighty-eighth (88th) floor (the "88th Floor Lease") which grants the right to possession thereof to the tenant thereunder during or within ninety (90) days after the 88th Floor Extension Term, then Landlord shall have the right in connection therewith, at Landlord's sole cost and expense, upon written notice to Tenant (the "Substitute Notice") delivered at any time after Tenant's exercise of the 88th Floor Extension Option, to substitute other Accommodation Space and/or other Office Space above the twentieth (20th) floor of the Building (the "Substitute Space") for the Transition Space on the eighty-eighth (88th) floor, provided, however, that (i) the RSF of such Substitute Space, in the aggregate, is not less than 90% of the RSF of the Transition Space on the eighty-eighth (88th) floor, (ii) such Substitute Space shall consist of not less than 4,000 RSF on any one (1) floor of the Building, and (iii) such Substitute Space shall be located on not more than three (3) separate floors of the Building. In addition, the Substitute Space must be of a quality, condition and utility to Tenant which is reasonably similar to the quality, condition and utility to Tenant of the Transition Space on the eighty-eighth (88th) floor of the Building as of the date hereof. In the event Landlord timely delivers the Substitute Notice to Tenant and provided that Landlord makes all of the Substitute Space available for Tenant's

occupancy, Tenant shall vacate the Transition Space on the eighty-eighth (88th) floor and relocate to the Substitute Space no later than thirty (30) days after the delivery of the Substitute Notice (the "Surrender Date"). Notwithstanding the foregoing, Tenant shall have no obligation to vacate the Transition Space on the eighty-eighth (88th) floor, and the Surrender Date shall not be deemed to occur, prior to the initial Accommodation Space Expiration Date. Landlord shall be responsible for, and shall pay to Tenant within thirty (30) days of written request therefor, Tenant's reasonable out-of-pocket expenses of moving from the Transition Space on the eighty-eighth (88th) floor of the Building to the Substitute Space, and of relocating and connecting its telephone or other communications equipment and wiring to the Substitute Space. From and after the Surrender Date, this Lease shall no longer apply to the Transition Space on the eighty-eighth (88th) floor of the Building, except with respect to obligations which accrued on or prior to the Surrender Date and this Lease shall apply to the Substitute Space as if the Substitute Space had been the Transition Space on the eighty-eighth (88th) floor originally demised under this Lease.

2.05 Tenant shall have the continuing option (the "Accommodation Space Reduction Option") to reduce the Accommodation Space by surrendering to Landlord all or any portion thereof (the "Relinquished Accommodation Space"). Other than with respect to the surrender of Transition Space for which the provisions of Section 2.06 shall control, such Accommodation Space Reduction Option may be

exercised by Tenant (i) upon not less than seventy-five (75) days prior written notice thereof to Landlord, and (ii) only with respect to all of the Accommodation Space on each floor of the Building on which the proposed Relinquished Accommodation Space is located. Such reduction of the Accommodation Space shall be effective as of the date set forth in such notice from Tenant (the "Accommodation Space Reduction Date"). On the Accommodation Space Reduction Date, Tenant shall vacate the Relinquished Accommodation Space and surrender possession thereof to Landlord in accordance with all applicable provisions of this Lease and this Lease shall terminate with respect to the Relinquished Accommodation Space, as if such dates were the Expiration Date with respect thereto. Upon the applicable reduction of the Accommodation Space, Landlord and Tenant shall be relieved of any obligations under this Lease with respect to such Relinquished Accommodation Space from and after such Accommodation Space Reduction Date, other than those accruing prior to the Accommodation Space Reduction Date or which survive pursuant to the express terms of this Lease.

2.06 No Rent shall be payable with respect to the Transition Space for the period commencing on the Commencement Date and ending one (1) day prior to the date which is three (3) months after the Commencement Date. Thereafter, (i) no Rent shall be payable with respect to the Transition Space on the 86th floor until the date which is fifteen (15) days after Landlord has delivered notice to Tenant that

Landlord no longer requires the services of any of Net Lessor's then remaining employees located in the Transition Space on the 86th floor, and (ii) no Rent shall be payable with respect to the Transition Space on the 88th floor until the date which is fifteen (15) days after Landlord has delivered notice to Tenant that Landlord no longer requires the services of any of Net Lessor's then remaining employees located in the Transition Space on the 88th floor. After such fifteen (15) day period, Tenant will pay Fixed Rent of [REDACTED] per RSF per year (i) on the Transition Space on the 86th floor until the date Tenant surrenders all of the Transition Space on the 86th floor to Landlord, and (ii) on the Transition Space on the 88th floor until the date Tenant surrenders all of the Transition Space on the 88th floor to Landlord. Tenant may surrender the Transition Space to Landlord upon written notice to such effect at any time during the Term, but in no event later than the Accommodation Space Expiration Date. Upon such surrender Tenant shall vacate the applicable portion of the Transition Space and surrender possession thereof to Landlord in accordance with all applicable provisions of this Lease and this Lease shall terminate with respect to the applicable portion of the Transition Space, as if such date of surrender were the Expiration Date with respect thereto. Upon the surrender of applicable portion of the Transition Space, Landlord and Tenant shall be relieved of any obligations under this Lease with respect to such applicable portion of the Transition Space from and after

such date of surrender, other than those accruing prior to such date or which survive pursuant to the express terms of this Lease.

ARTICLE 3

RENT

3.01 During the term of this Lease, Tenant covenants and agrees to pay to Landlord an annual fixed rent (the "Fixed Rent") in lawful money of the United States, at the following rates:

(a) [REDACTED] per RSF for the Office Space (provided that in no event shall any Fixed Rent or any additional rent be payable with respect to the Transition Space except as expressly set forth in Section 2.06 above) and [REDACTED] per RSF for the Tenant Subgrade Space from and after the Commencement Date through and including the date which is one (1) day prior to the fifth (5th) anniversary of the Commencement Date;

(b) [REDACTED] per RSF for the Office Space and [REDACTED] per RSF for the Tenant Subgrade Space from and after the fifth (5th) anniversary of the Commencement Date through and including the date which is one (1) day prior to the tenth (10th) anniversary of the Commencement Date;

(c) [REDACTED] per RSF for the Office Space and [REDACTED] per RSF for the Tenant Subgrade Space from and after the tenth (10th) anniversary of the

Commencement Date through and including the date which is one (1) day prior to the fifteenth (15th) anniversary of the Commencement Date;

(d) [REDACTED] per RSF for the Office Space and [REDACTED] per RSF for the Tenant Subgrade Space from and after the fifteenth (15th) anniversary of the Commencement Date through and including the Expiration Date;

(e) for each Renewal Term (as hereinafter defined in Article 35) which may become effective pursuant to Article 35, Fixed Rent in such amounts as are determined pursuant to Article 35.

The parties acknowledge that for purposes of the calculation of the Fixed Rent due under this Lease and the calculation of Tenant's Expense Percentage and Tenant's Tax Percentage (i) as of the date hereof the total RSF of the Demised Premises shall be deemed to be Eight Hundred Twenty-Two Thousand Two Hundred Fifty-Eight (822,258) RSF, subject to increase or decrease in accordance with and pursuant to the provisions of the Lease (the parties acknowledging that such calculation of the RSF of the Demised Premises does not include the Seventy-Two Thousand Sixty-One (72,061) RSF in the aggregate of Transition Space for which Tenant does not pay Rent except as expressly set forth in 2.06 above), (ii) Exhibit E sets forth the RSF of each floor or part thereof within the Demised Premises (i.e., within the Initial Office Space, the Accommodation Space, and the Tenant Subgrade Space), and (iii) the total RSF of the Building shall be deemed to be 6,432,818 (4,465,683

above grade plus 1,967,135 subgrade (such subgrade component to be adjusted in accordance with any change in the square footage of subgrade space leased by Landlord under the Net Lease). The parties also hereby acknowledge that as of the date that all Accommodation Space shall no longer be part of the Demised Premises the total RSF of the Demised Premises shall be deemed to be Seven Hundred Sixty-Nine Thousand Five Hundred Eighty (769,580) RSF, subject to increase or decrease in accordance with and pursuant to the provisions of the Lease. For purposes of clarification, in calculating Tenant's Expense Percentage pursuant to the definitions of such capitalized terms set forth in this Lease, the total RSF of Tenant Subgrade Space (unless same shall be converted to office use pursuant to the terms of this Section 3.01(e)) shall be deducted from the above referenced RSF of the Demised Premises. In the event that Tenant shall hereafter convert any Tenant Subgrade Space which is not being used for office purposes as of the Commencement Date from non-office use to office use, then, for so long as such Tenant Subgrade Space is so converted, the numerator of Tenant's Expense Percentage shall be increased by the RSF area of such converted Tenant Subgrade Space if Landlord provides customary office space services (e.g., cleaning and HVAC) to such Tenant Subgrade Space. Landlord shall not have the obligation to provide such office space services (other than cleaning) to the applicable converted Tenant Subgrade Space unless the applicable building system infrastructure then services the applicable Tenant Subgrade

Space or it is economically feasible without material cost to Landlord to cause such building system infrastructure to service the applicable Tenant Subgrade Space.

Fixed Rent shall be payable in equal monthly installments in advance on the first day of each month during the term of this Lease following the Commencement Date without demand therefor at the office of Landlord or such other place as Landlord may designate in the continental United States of America, except as otherwise provided herein, without any setoff or deduction whatsoever. If the Commencement Date shall occur on a date which is the first (1st) day of any calendar month the Fixed Rent and additional rent payable pursuant to this Lease for such calendar month shall be paid on the Commencement Date and if the Commencement Date shall occur on a date other than the first (1st) day of any calendar month the Fixed Rent and additional rent payable pursuant to this Lease for such calendar month shall be prorated on a per diem basis and paid on the Commencement Date.

All Fixed Rent and additional rent payable under this Lease shall be paid by check or wired funds of Tenant with any checks to be drawn on a bank which is a member of the New York Clearing House Association or successor thereto.

3.02 All adjustments of rent, escalations, costs, charges and expenses which Tenant is obligated to pay to Landlord pursuant to this Lease, other than Fixed Rent, shall be deemed additional rent (whether or not so designated) which Tenant covenants to pay when due in the manner as herein provided. In the

event of nonpayment, except as otherwise specifically provided for herein, Landlord shall have all the rights and remedies with respect thereto as is herein provided for in case of nonpayment of Fixed Rent. All rent shall be payable by Tenant to Landlord, except as otherwise provided herein, without abatement, offset, reduction, counter-claim and/or deduction. If Tenant disputes in good faith the amount of any item of additional rent exclusive of additional rent payable under Article 4 for which the provisions of Article 4 shall govern (e.g., payments for HVAC service, excess cleaning costs, etc.) it is obligated to pay to Landlord pursuant to the terms of this Lease, Tenant shall pay such amounts pending the final judicial determination or mutual settlement of such dispute, and if Landlord is required by any final judicial determination or mutual settlement to pay any amount to Tenant, Landlord shall promptly do so, at Landlord's option, either by refund within ten (10) Business Days or by credit against the next installment(s) of Fixed Rent and additional rent next becoming due, together with interest at the Interest Rate on such amount for the period commencing on the date Tenant made the applicable payment and ending on the date Landlord makes such repayment, provided that such interest shall be payable only if the amount Landlord owes to Tenant is in excess of five percent (5%) more than the amount Tenant is actually determined to have been obligated to pay to Landlord. In the event Landlord otherwise overcharges Tenant for any item of additional rental hereunder (exclusive of additional rent payable under Article 4 for

which the provisions of Article 4 shall govern), Landlord shall promptly repay such amount to Tenant, at Landlord's option, either by refund within ten (10) Business Days or by credit against the next installment(s) of Fixed Rent and additional rent next becoming due, together with interest at the Interest Rate for the period commencing on the date Tenant made the applicable payment and ending on the date Landlord makes such repayment, provided that such interest shall be payable only if the amount Landlord owes to Tenant is in excess of five percent (5%) more than the amount Tenant is was obligated to pay to Landlord.

3.03 If Tenant shall fail to pay any Fixed Rent or additional rent under this Lease within five (5) Business Days after the due date thereof (provided that any additional rent shall not be deemed due until Landlord has provided a bill or statement therefor unless Landlord is not required to provide Tenant with such bill or statement pursuant to the express terms of this Lease), then Tenant shall pay interest at the Interest Rate plus two percent (2%) per annum, from the date such payment was due to the date of receipt thereof by Landlord. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Lease shall be payable instead at such legal maximum.

ARTICLE 4

TAXES; EXPENSE PAYMENTS; ADJUSTMENTS OF RENT; ESCALATION

4.01 In addition to the Fixed Rent hereinbefore set forth, but subject to the provisions of Section 4.01.D hereof, Tenant shall pay to Landlord, as additional rent, at the times and in the manner hereinafter set forth, (a) Tenant's Tax Percentage, and (b) from and after the Expense Base Year, Escalation Expense Payments; it being agreed that Tenant shall have no obligation to make any of such payments with respect to the Initial Office Space for the period prior to the Commencement Date and that none of such payments shall be payable with respect to the Tenant Subgrade Space except as expressly set forth herein. In connection with any reference in this Lease including, without limitation, Article 6, and Sections 10.03 and 38.01 hereof, to a service being provided by Landlord to Tenant "without cost", "without charge", "without additional charge", "at Landlord's cost and expense", or any similar reference, such reference shall not be deemed to exclude any costs applicable thereto from "Expenses" to the extent such costs are otherwise includable therein pursuant to this Lease.

A. For the purposes of this Article:

1. "Expenses" shall mean, except as otherwise provided herein and without duplication, the total of all costs and expenses consistently determined and paid, incurred, or borne by or on behalf of Landlord (with the understanding that

Expenses shall be adjusted for any such cost or expense not subsequently paid by Landlord and Tenant shall receive a credit for its proportionate share thereof if Tenant has paid its proportionate share thereof to Landlord as additional rent and Landlord does not thereafter pay such cost or expense) with respect to the operation and maintenance of the Building and all appurtenances thereto, and under the REOA (including costs and expenses paid by Landlord to the Net Lessees' Association (as defined in the REOA), but subject to the provisions of Section 4.01.A.1(iii) below) with respect to the Building and the services provided to the tenants thereof (without any mark-ups thereon by a Landlord Entity, except as specifically set forth herein or, with respect to services provided by a Landlord Entity which are commonly performed by independent contractors (including, but not limited to, cleaning, security, messenger service and communications management), such mark-ups as are commonly charged by such independent contractors with respect to the Comparable Buildings), including, but not limited to, the costs and expenses incurred for and with respect to: electricity furnished to non-leasable and non-leased portions of the Building (and specifically excluding electricity purchased by or for individual tenants for consumption in such tenants' space or by such tenants' equipment); steam and any other fuel utilized by the Building for operation and maintenance of the Building, excluding any fuel for any tenant's exclusive use; water rates and sewer rents; air conditioning, ventilation and heating to the non-leasable and non-leased

portions of the Building and to tenants of the Building during Business Hours; metal, elevator and elevator cab, lobby, sidewalk and plaza maintenance; equipment, services and personnel for protection and security; lobby decoration and interior and exterior landscape maintenance; sprinkler maintenance and alarm service; maintenance and repairs which are appropriate for the continued operation of the Building in a manner substantially similar to Comparable Buildings; painting and decoration of non-leasable areas; normal and customary testing and monitoring of air and water quality, antennae emissions and of all other similar types of environmental concerns in the Building; cleaning and window washing (interior and exterior) of the Building by contract or otherwise; garbage and trash removal; premiums for fire and extended coverage insurance, special extended coverage insurance, owner's protective insurance, and other casualty insurance coverage, boiler and machinery insurance, sprinkler, apparatus insurance, public liability and umbrella liability insurance, property damage insurance, rent, or rental value insurance as required under the Net Lease but in no event in amount equal to less than three (3) years' rent, plate glass insurance for the lobby of the Building and any other insurance which is customarily carried by owners of Comparable Buildings or which is required by any Superior Lessor and/or any Superior Mortgagee; Building supplies; wages, salaries, disability benefits, pensions, hospitalization, retirement plans, and group insurance and other direct expenses respecting employees of the Landlord employed at the Building (or

allocable to the Building) up to and including the grade of building manager; purchasing or renting uniforms and working clothes for such employees and the cleaning thereof; expenses imposed on Landlord pursuant to laws, orders, rules, regulations, and other legal requirements or pursuant to any collective bargaining agreement with respect to such employees; worker's compensation insurance, pay-roll, social security, unemployment, and other similar taxes with respect to employees of Landlord employed at the Building up to and including the level of building manager; telephone and other Building office expenses (other than rent); legal, consultant and appraiser fees and/or disbursements in connection with any application, proceeding or settlement for the reduction or refund of Taxes to the extent consistent with Expense exclusion item (vi) below; auditing fees in connection with the preparation of annual audited operating expense statements; cleaning, security, messenger and delivery services; and the commercially reasonable annual fee actually incurred by Landlord for the management of the Building in no event to exceed three percent (3%) of the actual fixed base rent and additional rent received by Landlord with respect to the Building for the applicable Expense Year. If the Building is initially managed by a Landlord Entity and thereafter is managed by an entity which is not a Landlord Entity, the amount of management fees shall not exceed the amount then charged by management companies of Comparable Buildings for services comparable to those services being provided at the Building

("Comparable Management Companies") and, thereafter, for purposes of determining the Expenses for the Expense Base Year, the management fees for the Expense Base Year shall be deemed to be the management fees charged by such company for the Building during its first full year of management provided that the management fees for such first year of management shall be comparable to that amount charged by Comparable Management Companies (i.e., such amount shall not be intentionally reduced so as to artificially lower the Expenses for the Expense Base Year) less the amount of any increases in the management fee since the Expense Base Year. By way of example, if the management fee in the Expense Base Year is \$1,000,000 and ten (10) years after the Commencement Date, (i) such \$1,000,000 fee has been increased to \$1,200,000, (ii) the amount then charged by Comparable Management Companies is \$1,450,000 per annum and (iii) the Building converts from being managed by a Landlord Entity to being managed by a new entity (which is not a Landlord Entity), then the management fees for the Expense Base Year shall be deemed to be \$1,250,000 per annum (i.e., $\$1,450,000 - (\$1,200,000 - \$1,000,000) = \$1,250,000$). Any expenses which are incurred and charged to the Building and to other buildings owned by a Landlord Entity shall be fairly and equitably allocated to the Building and such other buildings as appropriate. If the cleaning services for the Building are initially provided by a Landlord Entity and thereafter are not performed by a Landlord Entity, then, the amount of cleaning charges shall not exceed the

amount charged by cleaning companies of Comparable Buildings for services comparable to those services being provided at the Building and for purposes of determining the Expenses for the Expense Base Year allocable to such cleaning charges, the cleaning charges for the Expense Base Year shall be deemed to be the cleaning charges (the "Outside Cleaning Charges") charged by such company for the Building during its first full year of cleaning (without stepped pricing unless the same is then customary in the trade) reduced by the percentage increase in the CPI, if any, from the Expense Base Year to the date that a non-Landlord Entity cleaning company replaces a Landlord Entity cleaning company for the performance of cleaning services for the Building as applied to such Outside Cleaning Charges. By way of example with respect to the preceding sentence, if ten (10) years after the Commencement Date, (i) the CPI has increased by 10%, and (ii) the Outside Cleaning Charges are \$3.00 per RSF per annum, then the cleaning charges for the Expense Base Year shall be deemed to be \$2.70 per RSF per annum.

Anything to the contrary set forth above notwithstanding, Expenses shall exclude or have deducted from them, as the case may be and as shall be appropriate:

(i) all leasing costs, including without limitation, brokerage commissions, obligations and similar costs as well as other expenses relating to the leasing of space;

(ii) salaries, fringe benefits and other compensation of personnel above the grade of building manager (and if personnel employed by any Landlord Entity provide services typically performed by a third party in Comparable Buildings such as cleaning, security and messenger services to the Building and/or other buildings owned by Landlord or other Landlord Entities (it being agreed that the cost of such services, including the salaries, fringe benefits and other compensation for such personnel, shall not exceed competitive market rates charged by independent third parties for services comparable to such services being provided at the Building) then such salaries, fringe benefits and compensation shall be equitably apportioned among all such buildings);

(iii) expenditures for capital improvements except the following expenditures for capital improvements will, however, be included in the definition of Expenses, as provided for herein below (but in no event shall any expenditures for Existing Capital Improvements (as defined in the Net Lease) or Capital Improvement Commitments (as defined in the REOA) be included in the definition of Expenses and Tenant shall not be required to pay any share of any expenditures relating to such Existing Capital Improvements or Capital Improvement Commitments): (a) capital expenditures or expenses for equipment designed to result in savings or reduction of Expense (e.g., energy saving devices) and (b) capital expenditures required by Laws enacted after the Net Lessee Execution Date (as defined in the Agreement to Enter

into Net Lease between Landlord and The Port Authority of New York and New Jersey with respect to the Net Lease) (or by amendments enacted after the Net Lessee Execution Date to any Laws enacted prior to the Net Lessee Execution Date to the extent of such amendments or by Laws or amendments enacted before the Net Lessee Execution Date but in respect of which enforcement of such Laws or amendments or any aspect thereof in respect of the Building shall first take place after the Net Lessee Execution Date), in any of which cases the amortized cost thereof shall be included in Expenses for the Expense Year in which the costs are incurred and subsequent Expense Years, on a straight line basis, depreciated over their useful life for federal income tax purposes with an interest factor equal to the Prime Rate at the time of Landlord's having incurred said expenditure; provided that the amount of any such capital expenditure under clause (a) above relating to any particular Expense Year that may be included in Expenses for such Expense Year shall not exceed the actual savings realized for such Expense Year as a result of such expenditure by Landlord, which actual savings shall be as determined by a reputable, independent licensed engineer having at least ten (10) years experience (provided further, that any excess amount of the portion of any such capital expenditure which would otherwise have been included in such Expense Year above the actual savings realized for such particular Expense Year may be included in Expenses for a future Expense Year to the extent there are actual savings realized for such future Expense Year as a result of

such expenditure in excess of the amount of such capital expenditure otherwise to be included in such Expense Year pursuant to the amortization schedule herein provided for. For example, if 10¢ per RSF would be the amount to be included in each Expense Year on account of an energy saving device provided the actual savings in such year at least equaled such amount and in year 5 the actual savings were 8¢, but in year 6 they were 12¢, then only 8¢ could be included in year 5, but 12¢ could be included in year 6 because of the 2¢ "carry forward" from year 5). If Landlord shall lease any such item of capital equipment designed to result in savings or reductions in Expenses, then the rentals and other costs paid pursuant to such leasing shall be included in Expenses for the Expense Year in which they are incurred; provided that the amount so included may not exceed the amount that would have otherwise been included pursuant to the preceding sentence had Landlord purchased the same. If Landlord receives any sales tax credits or other credits, refunds or abatements on account of any equipment installed by Landlord as to which Landlord is entitled to amortize the cost thereof as an Expense under this clause (iii), then such credits, refunds and abatements shall be applied to reduce the amount of the Expenses permitted to be billed hereunder except to the extent such credits, refunds and abatements are already reflected in the computation of Expenses;

(iv) cost of repairs or replacements incurred by reason of (i) fire or other casualty for which Landlord is compensated for by insurance proceeds or,

would have been compensated for had Landlord maintained the insurance Landlord is required to maintain pursuant this Lease (other than the amount of any customary deductible to which Landlord is actually subject pursuant to the terms of its insurance policies), or (ii) the exercise of the right of eminent domain to the extent compensated by condemnation proceeds;

(v) advertising, entertaining and other expenditures specifically relating to the leasing of space;

(vi) legal or accounting fees, expenses or disbursements relating to disputes with Tenant and other tenants or other occupants of the Building, or the leasing, sale, financing or refinancing of the Building or in connection with a financing or refinancing secured by the Net Lease, provided that the following shall be included in Expenses: (i) legal or accounting fees in connection with tax returns, tax reporting or accounting at the landlord entity level, and (ii) accounting and auditing fees reasonably incurred in connection with the preparation of statements required pursuant to additional rent or rental escalation provisions;

(vii) costs incurred in performing work or furnishing services to or for individual tenants (including Tenant) other than work or services of a kind and scope which Landlord is obligated to furnish to Tenant and tenants generally in the Building without charge;

(viii) the cost incurred by Landlord in performing work or furnishing any service to or for a tenant of space in the Building (including Tenant) for which a separate charge is made and is payable by such tenant (other than charges on account of Expense escalation payments in a manner similar to that set forth in this Article 4 or on account of other forms of escalation payments in lieu thereof (e.g., porter's wage escalations)), including, without limitation, the supply of over-time air-conditioning, ventilation and heating, and extra cleaning services, regardless of the amount billed or received by Landlord for performing such work or furnishing such service;

(ix) Taxes, including, without limitation, payments in lieu of taxes made to the City of New York under that certain agreement between Net Lessor and the City of New York dated 1967 as amended by agreements dated August 23, 1967 and October 30, 1995 (which latter agreement was concurred in by Net Lessor by letter dated November 9, 1995);

(x) any expenses incurred in connection with any mortgage or other financing secured by the Net Lease or any other ground or land lease or the Land or the Building, including, without limitation, mortgage interest or amortization, or in connection with any refinancing thereof, including, without limitation, legal, accounting, consultant, mortgage, brokerage or other expenses related thereto;

(xi) incremental costs incurred by reason of any breach or default of Landlord under the Net Lease, the REOA, or any Superior Mortgage or Superior Lease and any penalties, late charges or interest incurred for late payments thereunder;

(xii) depreciation, amortization and other non- cash expenses except as provided for herein;

(xiii) costs of acquiring, leasing, insuring, restoring, removing or replacing (but not the costs of routine maintenance of) works of art of the quality and nature of "fine art" which are not present in the Building as of the Commencement Date to the extent such costs exceed the costs of decorative art work (other than fine art) customarily found in Comparable Buildings;

(xiv) any cost incurred in connection with the preparation of any space in, or as part of, the Building for any tenant's (including Tenant's) occupancy and any other contribution by Landlord to the cost of tenant improvements;

(xv) costs incurred with respect to removal or encapsulation or other treatment of Hazardous Material, but excepting costs of normal and customary testing and monitoring;

(xvi) costs of placing the common areas of the Building in compliance with the ADA except as set forth in (iii)(b) above and except for costs of placing the common areas of the Building in compliance with amendments to, or

changes in (as opposed to a first interpretation of) governmental agency interpretations of or regulations governing the ADA after the Commencement Date only;

(xvii) any amounts paid to any Landlord Entity to the extent in excess of then current market rates with respect to the Comparable Buildings (it being agreed that Landlord shall use reasonable efforts to specify in reasonable detail in its Expense Statement which fees and expenditures were payable to any such Landlord Entity);

(xviii) any incremental amounts resulting from Landlord's failure to meet its legal or contractual obligations (e.g., failure to pay taxes, defaults under non-occupancy leases or agreements, etc.) except to the extent that such failure is due to Force Majeure or any acts or omission of Tenant;

(xix) the rental cost of items which, if purchased, would be capitalized in accordance with GAAP and excluded from Expenses;

(xx) dues to professional and lobbying associations (except for the allocable dues for REBNY, BOMA or any successor or similar organization), and contributions to political or charitable organizations;

(xxi) costs resulting from the negligence or wilful acts of any Landlord Entity or any such party's agents, contractors, employees or representatives;

(xxii) Landlord's overhead and general and administrative expenses other than the above management fees;

(xxiii) transfer, gains, excise, franchise, inheritance, estate, occupancy, personal property, succession, gift, corporation, unincorporated business, gross receipts, profit and income taxes imposed upon Landlord;

(xxiv) costs incurred with respect to a sale or transfer of all or any portion of the Building or Landlord's interest in the Net Lease, or any interest therein or in any person or entity of whatever tier owning an interest therein;

(xxv) lease takeover or take back costs incurred by Landlord in connection with leases in the Building;

(xxvi) costs for which Landlord receives compensation through the proceeds of insurance or for which Landlord would have been compensated by insurance had it carried the coverage required under the Lease or for which Landlord receives compensation from any other source (other than through provisions similar to this Article 4);

(xxvii) costs otherwise includable in Expenses to the extent reimbursed to Landlord directly by Tenant or other tenants (other than through provisions similar to this Article 4 or on account of other forms of escalation payments in lieu thereof (e.g., porter's wage escalations)) and whether such reimbursement is accomplished by inclusion in base or fixed rent (if such cost is not customarily included therein) or by payments received under guaranties or warranties, or otherwise;

(xxviii) the cost of any judgment, settlement, or arbitration award resulting from any liability of Landlord and all expenses incurred in connection therewith (other than a liability for amounts otherwise includable in Expenses hereunder);

(xxix) the cost of providing any service customarily provided by a managing agent and the cost of which is customarily included in management fees (e.g., bookkeeping and accounting costs but not audit fees);

(xxx) the cost of acquiring or replacing any separate electrical meter, water meter or other utility meters Landlord may provide to any of the tenants in the Building;

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

(xxxii) the cost of installing, operating and maintaining any specialty facility such as an observatory, observation deck, broadcasting facilities, luncheon club, athletic or recreational club, child care facility, auditorium, cafeteria or dining facility, conference center, antennae or similar facilities, or messenger center servicing the Building (unless such specialty facility is generally available to tenants at no additional cost);

(xxxiii) any cost, fine, penalty or other late charges payable by Landlord, incurred as a result of late payments, except to the extent the same was

incurred with respect to a payment, part or all of which, was the responsibility of Tenant hereunder and with respect to which Tenant did not make such payment when required hereunder;

(xxxiv) any compensation paid to clerks, attendants or other persons in commercial concessions operated by and for the benefit of Landlord;

(xxxv) expenditures for repairing and/or replacing any defect in any work performed by Landlord pursuant to the provisions of this Lease;

(xxxvi) fines and penalties incurred because of violations of Laws that arise by reason of Landlord's failure to maintain or operate the Building or any part thereof in compliance with such Laws including any such requirements as are imposed by the Port Authority Manual or administered by Net Lessor in its capacity as the governmental agency operating the World Trade Center (but excluding the costs of permits and approvals required to comply with Laws in the ordinary course of the operation or maintenance of the Building);

(xxxvii) expenses allocable directly and solely to any retail space in the Building, if any (including, without limitation, plate glass insurance, HVAC and cleaning services with respect thereto) and the portion of expenses equitably allocable to services provided to tenants of the such retail space (including, without limitation, a portion of maintaining and operating the loading docks and

elevators serving such retail space) or expenses which are payable by the tenants of such retail space which do not relate to the rest of the Building;

(xxxviii) costs incurred in connection with the making of any additions to, or building additional stories on, the Building or its plazas, or adding buildings or other structures adjoining the Building, or connecting the Building to other structures adjoining the Building;

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

(xl) all costs incurred by Landlord in connection with the performance of any sundry services to individual tenants which are materially greater in scope or benefit to such individual tenant than those sundry services generally provided to all office tenants (including Tenant);

(xli) to the extent not otherwise deducted, any payments received by Landlord for recyclable materials and waste paper for the Building shall be deducted from Expenses;

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

(xliii) costs incurred in connection with any concourse and any plaza connecting the Building to any other building, other than (i) costs incurred by Landlord under the REOA to the extent allocable to the premises demised under the Net Lease and/or (ii) costs incurred in connection with any concourse or any plaza located within the premises demised under the Net Lease which connect the Building to any other building;

(xliv) costs incurred in shielding, reducing or eliminating electromagnetic fields except as set forth in (iii)(b) above (unless such fields or requirements are due to items of property of (i) one or more tenants in the Building other than Tenant or (ii) other licensees or commercial users) and except for (a) those costs caused by any item of Tenant's Property or by any actions or negligence of Tenant and (b) those costs of normal and customary testing and monitoring and maintenance;

(xlv) costs or expenses incurred in connection with any parking garage servicing the Building or the World Trade Center or any portion thereof, including, without limitation, any management or similar fees paid to the operator of any such parking garage;

(xlvii) costs to correct any misrepresentation, satisfy any indemnification obligations of Landlord, and any legal or consultant costs incurred, in connection with disputes with tenants of the Building;

(xlvii) any increase in insurance premiums for the Building due to acts or omissions of Landlord or other tenants of the Building or uses or manners of use of space in the Building by other tenants, it being understood that Tenant will not dispute Landlord's reasonable determination that such increase is not attributable to another tenant;

(xlviii) Base Rent, Percentage Rent, and Transaction Payments (as each such term is defined in the Net Lease), additional rent and any other amounts payable by Landlord under the Net Lease, or any other ground or underlying lease affecting the Building, or any portion thereof;

(xlix) that portion of costs incurred in connection with the Building and other properties, including, without limitation, any other building in the World Trade Center, to the extent the same are reasonably attributable to such other properties; and

(l) the cost of any insurance premium paid by Landlord to obtain a waiver of subrogation for the benefit of any tenant of the Building to the extent such premium is reimbursed, or such tenant has an obligation under its lease to reimburse Landlord therefor, and any cost incurred by reason of any agreement with any tenant of the Building to maintain primary coverage for any improvements or property of such tenant, including the cost of any insurance premium paid by the

Landlord pursuant to a separate schedule insuring the personal property of Tenant or any other tenant of the Building.

In determining the amount of Expenses for any Expense Year, including the Base Expense Year, if less than ninety-five percent (95%) of the rentable area of the Building Office Space shall have been occupied by tenant(s) at any time during any such Expense Year, or if any Expense Year, including the Base Expense Year, shall be less than a full calendar year, Expenses shall be determined for such Expense Year to be an amount equal to the like expenses which would normally be expected to be incurred (including management fees) had ninety-five percent (95%) of the rentable area of the Building Office Space been occupied through-out such Expense Year. To the extent Landlord's calculation of Expenses includes any such "gross-up", Landlord shall keep separate note and calculation of same in order to facilitate any audit by Tenant of Landlord's calculation of Expenses. If in any Expense Year (including the Base Expense Year) Landlord is not furnishing any particular work or service (the cost of which if performed by Landlord would constitute an Expense) to a tenant of the Building Office Space who has undertaken to perform such work or service in lieu of the performance thereof by Landlord or such work or service although customarily provided by Landlord is not required or desired by such tenant, Expenses shall be deemed to be increased by an amount equal to the additional

Expenses which reasonably would have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant.

If Tenant shall elect not to have any unoccupied portion of the Demised Premises cleaned (which portion must constitute a minimum of one full floor), it shall be entitled to a credit against the Rent otherwise payable hereunder allocable to such portion not cleaned, but only to the extent Landlord realizes a savings with respect to such cleaning services.

If any services are provided by a Landlord Entity for which Expenses are incurred in the Base Expense Year, then any increases in the Expenses for such services in subsequent Expense Years shall not exceed the amounts by which such Expenses would have (in Landlord's reasonable determination) increased had such services not been provided by a Landlord Entity except to the extent that the Expenses for such services in the Base Expense Year were materially below the amount the Expenses would otherwise have been in which case the increases shall not exceed a reasonable amount (as determined by Landlord in its reasonable determination) giving proper regard to the services provided and the reasonable costs incurred by Landlord in providing those services.

2. " Expense Base" shall mean the Expenses for the 2003 Expense Year as grossed up for 95% occupancy, if applicable, as provided in the definition of Expenses.

3. "Expense Base Year" shall mean the calendar year ending on December 31, 2003.

4. "Expense Year" shall mean the Expense Base Year and each subsequent calendar year.

5. "Taxes" shall mean (i) "Impositions" (as defined in the Net Lease), (ii) "Taxes" (as defined in the Net Lease), (iii) the "Existing PILOT Payments" (as defined in the Net Lease), and (iv) any payments due under the New City Agreement (as defined in the Net Lease) pursuant to Section 6.10.2 of the Net Lease. Anything contained herein to the contrary notwithstanding, Taxes shall not be deemed to include (i) any taxes on Landlord's, Net Lessor's, Superior Lessor's or Superior Mortgagee's income, (ii) any corporation, unincorporated business or franchise taxes, (iii) any estate, sales tax, excise, personal property, gift, succession or inheritance taxes, (iv) any capital gains, mortgage recording or transfer taxes, (v) any taxes or assessments directly imposed upon any sign attached to or located on the Land or the Building or signage required by any applicable Laws, (vi) any occupancy taxes which are or may be required to be paid by Landlord by reason of Landlord's tenancy in the Building, (vii) any similar taxes imposed on Landlord, Net Lessor, Superior Lessor or Superior Mortgagee unless and except to the extent, in the case of Landlord, the same are substituted for "Taxes" (as defined in the Net Lease) (in which case the same shall be computed as if the premises demised under the Net

Lease was Landlord's sole asset), or (viii) the BID Charge (as defined in the Net Lease). If by Law, any assessment that is included in Taxes pursuant to the terms hereof may be divided and paid in installments, then, for the purposes of this Article 4 unless otherwise required by a Superior Mortgage or Superior Lessor, (1) such assessment shall be deemed to have been so divided and to be payable in the maximum number of installments permitted by Law (together with any interest charged by the applicable Government Authority), and (2) there shall be deemed included in Taxes for each Tax Year the installments of such assessment deemed to be payable during such Tax Year.

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

7. "Tenant's Percentage" shall mean collectively, or individually as applicable, "Tenant's Tax Percentage" (as defined below) and "Tenant's Expense Percentage" (as defined below).

(a) "Tenant's Tax Percentage" shall be computed on the basis of a fraction, the numerator of which is the RSF area, from time to time, of the Demised

Premises (including the Tenant Subgrade Space), and the denominator of which is the total RSF area of the Building. Landlord and Tenant hereby agree that, as of the Commencement Date, Tenant's Tax Percentage shall be deemed to be [REDACTED]

(b) "Tenant's Expense Percentage" shall be computed on the basis of a fraction, the numerator of which is the RSF area, from time to time, of the Demised Premises (excluding the Tenant Subgrade Space, except to the extent the Tenant Subgrade Space shall be converted to office use, in which event, the applicable portion shall be included in the computation of Tenant's Expense Percentage), and the denominator of which is the total RSF area, from time to time, of the Building Office Space. Landlord and Tenant hereby agree that, as of the Commencement Date, Tenant's Expense Percentage shall be deemed to be [REDACTED]

B.

1. Anything to the contrary contained herein notwithstanding, in no event shall Tenant be obligated to pay any amount under this Lease on account of Escalation Expense Payments with respect to the Demised Premises allocable to the period prior to December 31, 2003.

2. If the Expenses for any Expense Year occurring after the Expense Base Year shall be greater than the Expense Base, Tenant shall pay to Landlord, as additional rent for such Expense Year, in the manner hereinafter provided, an amount equal to Tenant's Expense Percentage of the excess of the

Expenses for such Expense Year over the Expense Base (such amount being herein called the "Escalation Expense Payment").

3. Landlord shall, prior to or following the commencement of each Expense Year, but in no event in respect of any calendar year prior to the year after the Expense Base Year, deliver to Tenant a reasonably itemized statement of Landlord's reasonable good faith estimate of the projected Expenses for such Expense Year (which estimate shall not exceed 107% (or such higher percentage which Landlord can reasonably document based upon known increases in Expenses) of the immediately preceding Estimated Escalation Expense Payment (as defined below)) and Tenant shall pay on the first day of each month commencing no earlier than January 1 of the year immediately following the Expense Base Year, as additional rent, together with payment of Fixed Rent, an "Estimated Escalation Expense Payment" which shall be equal to one-twelfth (1/12th) of Tenant's Expense Percentage of the amount by which such projected Expenses exceed the Expense Base. Once in each six (6) month period during the applicable Expense Year, Landlord shall have the right to deliver a revised estimate (a "Revised Estimate") of projected Expenses to reflect, if Landlord can reasonably so estimate, known increases in Expenses for the then current Expense Year applicable to the categories involved in computing Expenses which would further increase the percentage increase in Expenses for such Expense Year over Landlord's prior good faith estimate of such

Expenses (provided Landlord can reasonably document such known increases) and, as of the first day of the month following delivery of such Revised Estimate, Tenant shall pay the new amount for each subsequent month of the then current Expense Year (Tenant's monthly Estimated Escalation Expense Payment being deemed adjusted accordingly).

4. To the extent that at the time of furnishing of any Revised Estimate the aggregate monthly payments made during the preceding months of the Expense Year in question are less than the amount which would have been paid if the installment required pursuant to such Revised Estimate had been made for such preceding months, the deficiency shall be due and payable in full as additional rent within thirty (30) days of Landlord's statement to Tenant therefor. To the extent that there is an overpayment of such aggregate monthly payments by Tenant, Landlord shall credit such overpaid amount against the Estimated Escalation Expense Payments next coming due, together with interest at the Interest Rate on such overpaid amount if such overpayment is greater than five percent (5%) of Tenant's payment in question from the date such amount was paid by Tenant to the date so credited. The provisions of this Section 4.01.B.4 shall survive the expiration or earlier termination of this Lease.

5. Within one hundred twenty (120) days following the expiration of each Expense Year, Landlord shall submit to Tenant an "Expense Statement"

prepared by a certified public accountant and certified as true and correct by an officer of the managing agent of Landlord, setting forth in reasonable line item detail the Expenses for the preceding Expense Year and the Escalation Expense Payment, if any, due to Landlord from Tenant for such Expense Year. In the event the Escalation Expense Payment due to Landlord shall be greater than the aggregate of Tenant's Estimated Escalation Expense Payments made by Tenant for such Expense Year, then, within thirty (30) days after receipt of such Expense Statement, Tenant shall make payment of any unpaid portion of the Escalation Expense Payment, together with interest thereon at the Interest Rate on any amounts in excess of five percent (5%) more than the applicable Estimated Escalation Payments made by Tenant from the dates such excess amounts would have been payable to Landlord until the date paid, as additional rent. In the event the aggregate of the Escalation Expense Payments made by Tenant for such Expense Year shall be more than the Escalation Expense Payment, then, any such excess paid by Tenant shall be credited against the Estimated Escalation Expense Payments next coming due, with Interest at the Interest Rate on any such excess amounts paid by Tenant which exceed five percent (5%) more than the applicable Escalation Payment due Landlord, from the dates any such excess was paid by Tenant to the date so credited. Subject to the provisions of Section 4.01.B.6 and 4.01.B.9, the failure by Landlord to deliver an Expense

Statement within the time period set forth above shall not prejudice Landlord's right to deliver same to Tenant or to receive Escalation Expense Payments.

6. Until a new statement of projected Expenses is rendered, Tenant's Estimated Escalation Expense Payment for any Expense Year shall be deemed to be one-twelfth (1/12th) of the total Estimated Escalation Expense Payment for the preceding Expense Year, if any. Notwithstanding anything contained in this Lease to the contrary, (i) if Landlord shall fail to render an Expense Statement to Tenant within two (2) years after the end of the Expense Year in question, Tenant shall have the right to withhold payments on account of Expenses until Landlord shall have rendered to Tenant the Expense Statement for the Expense Year in question at which time, subject to clause (ii) of this sentence, Tenant shall pay to Landlord within thirty (30) days after the receipt by Tenant of such Expense Statement, any payments on account of Expenses withheld by Tenant for the then current Expense Year together with any other payments on account of Expenses withheld by Tenant with respect to the Expense Year(s) in question, together with interest thereon at the Interest Rate from the date Tenant withheld the applicable payment to the date paid, and (ii) Tenant shall not be obligated to pay any net debit balance as a result of a reconciliation with respect to an Expense Statement for an Expense Year if Landlord shall not have rendered such Expense Statement within two (2) years after the end of the Expense Year in question.

7. The Expense Statements (including the Expense Statement for the Expense Base) furnished to Tenant shall constitute a binding determination on Tenant of the Expenses for the periods represented thereby, unless Tenant, within ninety (90) days after they are furnished, shall give a notice to Landlord that it disputes the accuracy or appropriateness of any of same, or requires further information in order to do so. Pending the resolution of such dispute, Tenant shall pay any net debit balance due on account of the Expense Year in dispute and the Estimated Escalation Expense Payments to Landlord in accordance with the statements of projected Expenses furnished by Landlord, subject to the provisions of paragraph 6 above. Tenant and its accountants (which, if not the Tenant's own employees, shall be one of the "big 5" accounting firms or a nationally or regionally recognized accounting firm which does not calculate its fee on a contingency basis) shall have the right, during reasonable business hours and upon not less than three (3) Business Days' prior written notice to Landlord, to examine, make abstracts and audit the relevant portions of Landlord's books and records with respect to the Expense Statement for which Tenant has delivered the notice required above, provided such examination is commenced within one hundred eighty (180) days following the rendition of the Expense Statement in question as such date may be extended on a day for day basis to the extent Landlord delays Tenant's access to such books and records following Tenant's request therefor and the required three (3) Business Days'

Notice, provided that Tenant notifies Landlord in writing of any such delays. Tenant shall conduct such examination with all commercially reasonable diligence and conclude same no later than two (2) years after the commencement thereof, as such two (2) year period may be extended on a day for day basis to the extent Landlord delays Tenant's access to such books and records following Tenant's request therefor and the required three (3) Business Days' Notice, provided that Tenant notifies Landlord in writing of any such delays. Tenant shall also have a one time right to contest the Expense Base in accordance with the terms of this paragraph 7, provided that Tenant gives notice to Landlord within one (1) year from receipt of the Expense Statement for the Expense Base Year that it disputes the accuracy of the Expense Base. All records and documents which are not available to Tenant in the public domain shall be furnished to Tenant on a strictly confidential basis and Tenant shall hold all such records and documents accordingly and shall not disclose the content of same, either in full, summary, abstract or otherwise, except to Tenant's advisors, accountants and attorneys, subject to each of said parties holding same confidential as aforesaid, subject, however to Named Tenant's Freedom of Information policies as set forth by the Commissioners of The Port Authority of New York and New Jersey. Landlord shall pay the reasonable and customary out-of-pocket costs of Tenant's examination of Landlord's books and records if it is determined that the actual Expenses includable hereunder are more than five percent (5%) less than the Expense

Statements disputed by Tenant. Landlord shall maintain books and records of account pertaining to the Expenses for each Expense Year in accordance with GAAP, for a period of six (6) years following the end of each Expense Year.

8. In no event shall the Fixed Rent under this Lease be reduced by virtue of this Article 4 or any provision hereof, except that increases under this Section may be later reduced or eliminated by virtue of subsequent decreases in Expenses.

9. If the date of expiration or termination of this Lease, whether or not same is the Expiration Date or another date prior or subsequent thereto, is not the last day of an Expense Year, then the Escalation Expense Payment shall be prorated based upon the number of days of the applicable Expense Year within the term of this Lease. With respect to the year in which the term of this Lease expires or terminates, such pro rata portion shall, within thirty (30) days of Landlord's rendition of a statement therefor together with the annual statements of the Expenses for that Expense Year, become due and payable by Tenant to Landlord, if it has not theretofore already been paid, subject to the provisions of clause (6) above. Prior to the receipt by Tenant of the aforementioned statement from Landlord, Tenant shall continue to make Estimated Expense Payments to Landlord in accordance with the other applicable terms of this Article 4.

C.

1. Subject to the provisions of Sections 4.01.A.5 and 4.01.D, commencing on the Commencement Date and for each Tax Year all or a portion of which occurs in or during the term of this Lease, Tenant shall pay as additional rent Tenant's Tax Percentage of the amount of the Taxes which Landlord is required to pay in such Tax Year. Tenant's said payment of additional rent shall be due and owing as hereinafter provided following presentation to Tenant of a preliminary tax statement (the "Preliminary Tax Statement") indicating Landlord's good faith reasonable estimate of Taxes to be paid for the then current Tax Year. Tenant's payments shall be in equal monthly installments of Tenant's Tax Percentage of the amount of Taxes set forth on such Preliminary Tax Statement (such payment, as may be adjusted pursuant to the terms of Section 4.01.C.2, "Tenant's Tax Payment") payable on the same dates and in the same manner as Fixed Rent hereunder. If Landlord receives a discount for early payment of Taxes, then Tenant shall share in such discount by paying only Tenant's Tax Percentage of the discounted Taxes, provided that Tenant paid Tenant's Tax Percentage of such tax installment earning such discount on or before two (2) Business Days prior to the last day for payment of the tax installment to the relevant taxing authority in order to earn such discount. If the date of expiration or termination of this Lease, whether or not same is the Expiration Date or another date prior or subsequent thereto, is not the last day of a

Tax Year then Tenant's Tax Payments or the BID Charge (as defined in the Net Lease) shall be prorated based upon the number of days of the applicable Tax Year within the term of this Lease. With respect to the year in which the term of this Lease expires or terminates, such pro rata portion shall, within thirty (30) days of Landlord's rendition of a Final Tax Statement (as defined below) for that Tax Year, become due and payable by Tenant to Landlord, if it has not theretofore already been paid.

2. (a) Within sixty (60) days following the later to occur of (i) the expiration of each Tax Year, and (ii) receipt by Landlord of the applicable tax bill from the applicable authority to which Taxes are payable, Landlord shall submit to Tenant a "Final Tax Statement" from the applicable authority to which Taxes are payable together with a statement certified as true and correct by an officer of the managing agent of Landlord, setting forth in reasonable detail Tenant's Tax Payment, if any, due to Landlord from Tenant for the applicable Tax Year. In the event that Tenant's Tax Payment shall be greater or less than, respectively, the aggregate of the amounts Tenant has theretofore paid to Landlord for the applicable Tax Year, then, within thirty (30) days after receipt of the Final Tax Statement, Tenant shall make payment of any unpaid portion of Tenant's Tax Payment, as additional rent, or any excess paid by Tenant shall be credited, at Tenant's option against the Estimated Escalation Expense Payments or payments of Tenant's Tax Payment next coming

due, in either case, with interest at the Interest Rate on any such excess amounts paid by Tenant which exceed five percent (5%) more than the applicable Tenant's Tax Payment due Landlord from the date any such excess was paid by Tenant to the date so credited. Notwithstanding the foregoing, no interest shall accrue and be due and payable with respect to any overpayment by Tenant as a result of a credit or refund Tenant is entitled to pursuant to the terms of Section 4.01.C.3.

(b) The Final Tax Statements furnished to Tenant shall constitute a binding determination on Tenant of the Taxes for the periods represented thereby, unless (a) the Taxes for any such period are subsequently adjusted by tax certiorari proceedings or otherwise, or (b) Tenant, within one hundred eighty (180) days after same are furnished to Tenant, shall give notice to Landlord that it disputes the accuracy or appropriateness of any of same. Pending the resolution of such dispute, Tenant shall pay Tenant's Tax Payment to Landlord in accordance with the Final Tax Statements furnished by Landlord. Tenant shall have the right to receive a copy of any tax bill or statement from the applicable authority to which such Taxes are to be paid upon which a Final Tax Statement is based within fifteen (15) days after demand therefor, provided that Landlord has received such tax bill or statement. Landlord's failure to render a Final Tax Statement with respect to any Tax Year shall not prejudice Landlord's right to render a Final Tax Statement retroactively respecting the Taxes and/or with respect to any subsequent Tax Year and/or collect Tenant's Tax Pay-

ments, provided that Landlord renders the Final Tax Statement in question prior to the latest to occur of (A) the date which is two (2) years after the end of the Tax Year in question or (B) with respect to Taxes which are the subject of tax certiorari proceedings, the date which is two (2) years after the final resolution of such proceedings.

3. If, after Tenant shall have made any payments or installments of Taxes, as provided for herein above, Landlord or any predecessor-in-interest to Landlord shall receive a refund or credit of any portion of said Taxes or said Taxes shall be reduced prior to payment of all or part thereof, Landlord, promptly after Landlord or such predecessor-in-interest shall have received such refund or credit, and after deducting the reasonable expenses of obtaining such refund, credit or reduction (unless they have already been or will be included as an item of Expenses or Taxes under Article 4 hereof) (and providing Tenant with reasonable back-up documentation for the amount of such expenses so deducted together with a certification that such expenses have not theretofore been paid as an item of Expenses or Taxes under Article 4), shall (to the extent Tenant has theretofore made any Tax Payment allocable to the Taxes so refunded or reduced), at Landlord's election, either pay to Tenant or credit against the installment(s) of Fixed Rent and additional rent next becoming due a sum equal to Tenant's Tax Percentage of the resulting net refund, credit and/or reduction, together with a separate explanation and computation

as to such payment to Tenant. The provisions in this Section 4.01.C.3 shall survive the expiration or termination of this Lease.

D. Notwithstanding anything to the contrary contained in this Lease, if the Demised Premises or any portion thereof shall be exempt by law, agreement, or otherwise, in whole or in part, from any Taxes as a result of a direct or indirect interest in the Demised Premises being held by an Exempt Entity (as hereafter defined) or otherwise, then Tenant (i) during any period that all of the Demised Premises are so exempt from such Taxes, shall not be obligated to pay Tenant's Tax Payments with respect to such Taxes and (ii) during any period that less than all of the Demised Premises is so exempt from such Taxes, shall not be obligated to pay Tenant's Tax Payments with respect to any portion of the Demised Premises that is so exempt from such Taxes. If only a portion of the Demised Premises is so exempt, then to the extent, if any, that the Demised Premises (or any portion thereof) is not so exempt for any reason other than Landlord's willful, intentional or negligent acts or omissions, including without limitation, any assignment of this Lease or subletting of all or any portion of the Demised Premises by Tenant, Tenant shall, for the period that the Demised Premises (or any portion thereof) is not so exempt, pay to Landlord Tenant's Tax Percentage of the applicable Taxes from which the Demised Premises are not exempt; provided, that for purposes of this sentence only, "Tenant's Tax Percentage" shall mean a fraction, expressed as a

percentage, the numerator of which shall be the rentable square footage of the portion of the Demised Premises that is not so exempt and the denominator of which shall be the total RSF of the Building. "Exempt Entity" shall mean The Port Authority of New York and New Jersey or any other entity exempt by law, agreement, or otherwise, from Taxes. Landlord hereby acknowledges and agrees that as of the Commencement Date the Demised Premises are exempt from Taxes as a result of the Tenant's interest under this Lease being held by The Port Authority of New York and New Jersey. In no event shall Tenant be required to pay Tenant's Tax Payments to the extent such Taxes are payable with respect to the Demised Premises as a result of Landlord's willful, intentional or negligent acts or omissions to the extent that, absent same, Tenant would be an Exempt Entity and/or the Demised Premises would be exempt from Taxes.

E. Notwithstanding anything to the contrary contained in this Lease, if the Net Lessor shall convey its fee interest in the premises demised under the Net Lease to a non-governmental agency or entity and the Named Tenant is the Tenant under this Lease, then for purposes of determining Taxes for which Tenant shall pay Tenant's Tax Percentage (if and to the extent such payment is due pursuant to the express provisions of this Section 4.01) Taxes shall be deemed to only include the Lessee's Allocated Share (as defined in the Net Lease) with respect to the Building only (i.e., exclusive of any "Lessee's Allocated Share" attributable to any

other buildings located at the World Trade Center) of the amount that would have been payable by Net Lessor to the City of New York in lieu of taxes with respect to the World Trade Center pursuant to the Existing City Agreement (as defined in the Net Lease) had Net Lessor not conveyed such fee interest.

F. Commencing on the Commencement Date and for each subsequent Tax Year during the term of this Lease, Tenant shall pay as additional rent Tenant's Tax Percentage of the amount of the BID Charge (as defined in the Net Lease) which Landlord is required to pay in such Tax Year. Tenant's said payment of additional rent shall be due and owing as hereinafter provided following presentation to Tenant of a statement (the "BID Statement") indicating the BID Charge so to be paid together with a copy of the BID Charge bill or statement from the applicable authority to which such BID Charge is to be paid and upon which such BID Statement is based. Tenant's payments shall be in the same installments as Landlord's payments of the BID Charge but Tenant shall not be obligated to pay such installment until the later of (i) ten (10) days after Tenant's receipt of the BID Statement and (ii) ten (10) days before the last date that Landlord is obligated to pay same without penalty to the authority collecting such BID Charge. If Landlord receives a discount for early payment of the BID Charge, then Tenant shall share in such discount by paying Tenant's Tax Percentage of the discounted BID Charge, provided that Tenant paid Tenant's Tax Percentage of such BID Charge installment earning

such discount on or before two (2) Business Days prior to the last day for payment of the BID Charge installment to the relevant authority in order to earn such discount.

The BID Statements furnished to Tenant shall constitute a final determination on Tenant of the BID Charge for the periods represented thereby, unless (i) the BID Charge for any such period is subsequently adjusted, or (ii) Tenant, within sixty (60) days after same are furnished to Tenant, shall give a notice to Landlord that it disputes the accuracy of the calculation of same. Pending the resolution of such dispute, Tenant shall pay Tenant's Tax Percentage of the BID Charge to Landlord in accordance with the BID Statements furnished by Landlord. If, after Tenant shall have made any payments or installments of the BID Charge, as provided for above, Landlord or any predecessor-in-interest of Landlord shall receive a refund or credit of any portion of said BID Charge or said BID Charge shall be reduced prior to payment of all or part thereof, Landlord shall, promptly after Landlord or such predecessor-in-interest shall have received such refund or credit, at Landlord's election, either pay to Tenant or credit against the installment(s) of Fixed Rent and additional rent next becoming due a sum equal to Tenant's Tax Percentage of the resulting net refund, credit and/or reduction less the actual commercially reasonable costs of obtaining such refund as credit.

G. The executory provisions of this Article 4 shall survive the expiration or earlier termination of the term of this Lease.

4.02 Either party shall be permitted to submit disputes arising under this Article 4 to arbitration in accordance with the provisions of Article 25 hereof provided Tenant has made, and shall make, all payments of additional rent billed by Landlord under this Article as and when otherwise due. Any adjustments due to Tenant as a result of such arbitration proceeding shall be either paid or credited to Tenant, at Landlord's option, within thirty (30) days of any final determination in arbitration.

ARTICLE 5

USE

5.01 Tenant shall use and occupy the Demised Premises for executive and general and administrative offices, and any other legally permitted related uses ancillary or incidental to such office uses ("Ancillary Uses"). In addition, Named Tenant may use and occupy the Demised Premises for (i) any other type or types of authorized use, business or operations being conducted by the Named Tenant as of the date hereof (i.e., such uses for which the Demised Premises were being used immediately prior to the date of this Lease by The Port Authority of New York and New Jersey as owner of the Building and occupant of the Demised Premises), and (ii) any other type or types of use, business or operations for which

office tenants at the World Trade Center are eligible and qualified, as determined by Net Lessor in the exercise of its functions as the owner of the World Trade Center, under the provisions of the World Trade Center Legislation on the basis of their functions, activities, and services in world trade and commerce, and for no other purpose and not for any revenue producing business separate from Named Tenant's customary conduct of its operations (other than the Cafeteria). Ancillary Uses shall include, but not be limited to, storage, the operation of an infirmary to the extent permitted under Section 5.02 hereof, a health and fitness facility of not more than one (1) full floor, a petty cash and ATM facility solely for the use of Tenant's members and employees, a travel agency solely for bookings of Tenant's members and employees but not open to general public for off the street transactions, a photographic, multilith or multigraph reproduction or office printing center solely for Tenant's own business and/or activities (which does not constitute a manufacturing use) solely for Tenant's work product, concessions and franchises providing services solely to Tenant and its guests, a childcare facility, an auditorium, board rooms, libraries, training rooms and facilities, audio-visual and closed circuit television facilities, video conference rooms, messenger and mailroom facilities, reproduction and copying facilities, word processing centers, computer and communications facilities, pantries, file rooms, meeting and conference centers and rooms, employee kitchens, cafeterias and dining rooms (including vending machines), all as ancillary

or incidental to the use of the Demised Premises for executive, general and administrative offices, provided that none of the aforementioned facilities or services in this Section 5.01 shall be available or open to the general public for off the street transactions, and provided further (a) Tenant complies with all applicable provisions of this Lease in connection with the installation and operation thereof, (b) Tenant obtains (at its cost and expense) any and all required permits, licenses and certificates for, and Tenant complies with all Laws applicable to, such Ancillary Uses, including, without limitation, any changes to the Permit to Occupy or Use or Consent to Occupy necessitated by such Ancillary Uses (provided that any such permit, license or certificate required to be obtained from, or any Law or requirement of, the Code Compliance Office shall be deemed to have been obtained if the Named Tenant is then the Tenant under this Lease) and Landlord hereby covenants to reasonably cooperate with Tenant (at no expense to Landlord) in connection with same, and (c) Tenant shall pay for any necessary extermination (in excess of that required for typical office space in Comparable Buildings). Tenant may (i) conduct seminars, meetings and related activities in connection with its business with its employees or independent contractors, (ii) sell food, candy, beverages and similar items to its employees, business guests, and other permitted occupants of the Demised Premises, and (iii) distribute printed and other materials and equipment from its premises in connection with Tenant's business.

5.02 The use of the Demised Premises for the purposes specified in Section 5.01 shall not include:

1. the rendition of medical, psychological, or therapeutic services except for dedicated infirmary/ medical office for use by Tenant's employees and potential employees;
2. the conduct of an auction;
3. the conduct of any gambling activities, selling tickets for lotteries or games of chance, or the conduct of an employment agency (except that Tenant may provide counseling and placement services for its employees);
4. the operation of any school or college except as specifically provided in Section 5.01 hereof;
5. any use prohibited by the Rules and Regulations attached hereto and made a part hereof as Exhibit N, as same may be amended from time to time in accordance with the applicable provisions of this Lease;
6. a savings bank, a savings and loan association, or a loan company operating an "off the street" business to the general public at the Demised Premises, except that Tenant shall have the right to (i) operate a banking and/or credit union operation for use by employees and former employees of Tenant, and (ii) install and maintain an automated teller machine for use by employees, former employees, and guests of Tenant;

7. the sale of travelers' checks and/or foreign exchange, except to employees or former employees of Tenant;

8. a stock brokerage office or for stock brokerage purposes operating an "off the street" business to the general public at the Demised Premises;

9. a restaurant and/or bar and/or the sale of confectionary and/or soda and/or beverages and/or sandwiches and/or ice cream and/or baked goods (except as otherwise expressly provided in this Lease);

10. the conduct of obscene, pornographic or similar disreputable activities;

11. the conduct of a pornographic business, barber shop or beauty salon; or

12. a copy center (except ancillary to Tenant's office use as permitted hereunder).

5.03 Tenant shall not use, occupy, suffer or permit the Demised Premises (or any part thereof) to be used in any manner, or suffer or permit anything to be brought into or kept therein, which would, (i) violate any of the provisions of any Superior Lease, (ii) violate any Laws or Legal Requirements; (iii) make unobtainable from reputable insurance companies authorized to do business in New York State at standard rates any fire insurance with extended coverage, or liability, elevator or boiler or other insurance customarily carried by landlords of Comparable

Buildings or required to be furnished by Landlord under the terms of any Superior Lease, unless Tenant agrees to pay the portion thereof in excess of such standard rates, (iv) cause, or in Landlord's reasonable opinion be likely to cause, physical damage to the Building, to any Building equipment or systems or to the Demised Premises, or to any of the space covered by the REOA, (v) constitute a public or private nuisance, (vi) violate any Permit to Occupy or Use or Consent to Occupy to which the Demised Premises are subject (unless such violation is waived by the Code Compliance Office and subject to Tenant's rights to amend the Permit to Occupy or Use or Consent to Occupy in accordance with this Lease), (vii) impair, in the reasonable opinion of Landlord, the appearance, character or reputation of the Building, (viii) discharge noxious fumes, vapors or odors into the Building air-conditioning system or into Building flues or vents not designed to receive such fumes, vapors, or odors, or otherwise discharge same, (ix) impair or interfere with any of the Building services (except if such interference or impairment is temporary, is coordinated with Landlord and does not affect any other Tenant of the Building except in an immaterial way) or the proper and economic heating, cleaning, air-conditioning or other servicing of the Building, or materially impair or materially interfere with the use of any of the other areas of the Building by any other tenants or occupants of the Building, the determination of any such impairment or interference to be in the reasonable judgment of Landlord, or (x) unreasonably impair or unrea-

sonably interfere with the exercise of Landlord's rights or its performance of its obligations under the REOA. If Tenant, in good faith, disputes Landlord's determination that any use by Tenant violates the provisions of this Section 5.03, Tenant shall have the right to commence appropriate proceedings to resolve such dispute (which may include arbitration pursuant to Article 25 hereof) and Tenant shall not use the Demised Premises for such disputed use during the pendency of such proceedings, provided, however, that Named Tenant, with respect to any portion of the Demised Premises then actually occupied by Named Tenant, may continue using the Demised Premises as same have theretofore been used without causing a default under the Lease pending the final results of such proceeding.

5.04 Other than in connection with Alterations as set forth in Article 13 hereof for which the provisions of Article 13 shall govern, if any governmental license or permit (other than the Permit to Occupy or Use or Consent to Occupy for office or storage use of the Demised Premises) shall be required for the proper and lawful conduct of Tenant's business (or any assignee's or subtenant's business) in, or occupancy of, the Demised Premises, then Tenant, at Tenant's expense, shall procure and thereafter maintain (or cause to be maintained) such license or permit and submit the same to Landlord for inspection upon Landlord's request (provided that any such permit or license required to be obtained from the Code Compliance Office shall be deemed to have been obtained if the Named Tenant

is the Tenant under this Lease). Tenant shall comply with the terms and conditions of each such license and/or permit. Landlord shall reasonably cooperate (at no expense to Landlord) with Tenant's efforts to obtain any such permits or licenses for uses permitted under this Lease, including, without limitation, executing and delivering to Tenant within ten (10) Business Days after delivery to Landlord any documents or instruments reasonably required by Tenant in connection therewith; provided that all forms, plans, instruments and other documentation requiring Landlord's signature or sign-off shall be completed by Tenant prior to delivery to Landlord in a correct and complete manner and, provided, further, that Tenant shall provide Landlord with all reasonably requested information regarding such permits, licenses, certificates, forms, plans, instruments and other such documentation. If Tenant shall be unable to obtain any such permit or license for uses permitted under this Lease by reason of any violation noted against the Building (to the extent Landlord has the obligation under this Lease to cure or complete same, as applicable), provided that any such violation is not caused by Tenant's acts or omissions, Landlord shall, within ten (10) days after notice of same from Tenant, commence and diligently pursue the removal of such violation in accordance with applicable Law, provided, however, that if such violations are caused by other tenants, Landlord shall not be obligated to remove same but will promptly and diligently exercise its rights against such tenants with respect to removal of such violations in good faith.

ARTICLE 6

SERVICES AND EQUIPMENT; LICENSED SPACE

6.01 A. Elevators/Escalators.

1. Subject to Landlord's right to perform maintenance and repairs in accordance with all applicable provisions of this Lease, including, without limitation, Section 6.02 hereof, Landlord shall furnish to Tenant, without additional charge, non-exclusive passenger elevator service connecting the ground floor lobby of the Building and the forty-fourth (44th) and seventy-eighth (78th) floors of the Building (via the eight (8) passenger elevators servicing the ground floor lobby and the forty-fourth (44th) floor and the nine (9) passenger elevators servicing the ground floor lobby and the seventy-eighth (78th) floor). Landlord shall also furnish to Tenant, without additional charge, exclusive dumbwaiter, escalator and passenger elevator service (including dedicated kitchen elevator service) connecting the forty-third (43rd) and forty-fourth (44th) floors of the Building to the extent same exists as of the date hereof (and Tenant shall reimburse Landlord, within ten (10) days of written request therefor, for the reasonable, out-of-pocket costs of maintaining the dumbwaiter and dedicated kitchen elevator located in the Cafeteria), exclusive passenger elevator service to the sixty-first (61st) through seventy-fourth (74th) floors in the Building (via the twelve (12) passenger elevators servicing such floors consisting of six (6) passenger elevators servicing the 61st through 67th floors and six

(6) passenger elevators servicing the 68th through 74th floors), and non-exclusive passenger elevator service to the other floors in the Building on which portions of the Demised Premises are located, including service from the elevators in "Elevator Bank B" of the Building for service to the sixty-first (61st) floor and from the elevators in "Elevator Bank J" for service to the Tenant Subgrade Space (with all three (3) elevators in "Elevator Bank J" available during Business Hours and at least one of such elevator available during non-Business Hours). The applicable exclusive elevator service granted above shall be non-exclusive for such time as other tenants of the Building occupy the forty-third (43rd) floor (with respect to the exclusive elevator service connecting the forty-third (43rd) and forty-fourth (44th) floor) or any one or more floors of the Building or portions thereof from the sixty-first (61st) through seventy-fourth (74th) floor thereof (with respect to the exclusive elevator service to such floors). All elevator and escalator service to be provided by Landlord shall be comparable to that customarily available in Comparable Buildings, provided, however, that, subject to Section 6.02 hereof, such service shall not in any event consist of less than (i) eight (8) passenger elevators cars available from the ground floor lobby to the forty-fourth (44th) floor and nine (9) passenger elevators cars available from the ground floor lobby of the Building to the seventy-eighth (78th) floor (i.e., seventeen (17) passenger elevators cars in the aggregate), in each case during Business Hours on Business Days, (ii) one up and one down escalator

connecting the forty-third (43rd) and forty-fourth (44th) floors of the Building, (iii) six (6) passenger elevator cars available from both the 44th Floor Sky Lobby and the 78th Floor Sky Lobby (as each such term is defined in Section 36.02 hereof) during Business Hours on Business Days to each floor of the Building which such passenger elevator cars service as of the date hereof and on which portions of the Demised Premises are located, and (iv) at all other times (A) four (4) passenger elevators cars available from the ground floor lobby of the Building to each of the forty-fourth (44th) and seventy-eighth (78th) floors (i.e., eight (8) in the aggregate, four (4) for each floor), and (B) two (2) passenger elevator cars available from both the 44th Floor Sky Lobby and the 78th Floor Sky Lobby to each floor of the Building which such passenger elevator cars service as of the date hereof and on which portions of the Demised Premises are located. Tenant shall also be entitled to non-exclusive express passenger elevator service connecting the forty-fourth (44th) and seventy-eighth (78th) floors (via two (2) passenger elevator cars during Business Hours on Business Days, and via no less than one (1) passenger elevator cars at all other times). Tenant shall also be entitled to the use of all passenger elevator cars serving as a cross over on the sixty-first (61st) and sixty-seventh (67th) floors of the Building between areas of the Demised Premises served by elevators running in different local elevator banks and Tenant shall also be entitled to the use of the elevator currently serving the space on the one hundred and sixth (106th) and one hundred and seventh (107th) floors of the

Building occupied as of the date hereof by the restaurant commonly known as "Windows on the World" for purposes of access to the sixty-seventh (67th) floor of the Building. Subject to Landlord's approval, not to be unreasonably withheld, Tenant shall have the right to cause Landlord to reprogram the elevators exclusively serving the Demised Premises (at Tenant's own expense) in accordance with sound engineering practice, using Landlord's's Building elevator contractor (provided such contractor shall charge commercially competitive rates) and provided that, at Landlord's option to be exercised upon Landlord's granting of such approval, Tenant agrees to restore any such reprogramming upon the expiration or earlier termination of this Lease or at such time as such elevators shall become non-exclusive as provided herein, at Tenant's expense. In addition to the foregoing, Tenant shall be entitled to use the passenger elevators, escalators or other facilities for movement of persons or property located in the Building and for the movement of mail carts, food carts, and janitorial carts, in accordance with the Rules and Regulations. Landlord hereby covenants that, except in the case of an emergency, all maintenance of the escalators serving the Cafeteria performed on Business Days shall be performed after 2:30 P.M. and prior to 6:00 A.M. If Tenant shall then be in occupancy of less than 200,000 RSF, Tenant shall cooperate with Landlord in connection with Landlord's grant of exclusive rights to certain of the aforementioned passenger elevators to other

tenants in the Building, provided Tenant's rights with respect to elevator service as set forth in this Lease shall not be unreasonably adversely affected thereby.

2. Landlord shall also furnish to Tenant access to and non-exclusive use of all freight elevator cars in the freight elevator banks serving the Demised Premises in common with other tenants of the Building. Freight elevator service provided during the hours of 8:00 A.M. to 6:00 P.M. on Business Days (exclusive of Holidays) to serve the Demised Premises and the entire Building shall be provided without additional charge and on a "first come, first served" basis. All other freight elevator usage, and the use of freight elevators for transporting, lifting, and hoisting construction materials and personnel shall be on a reserved basis as requested by Tenant in accordance with the Landlord's reasonable rules and regulations in effect at the time of such request and Tenant agrees to pay, as additional rent hereunder, Landlord's actual, commercially reasonable, out-of-pocket cost therefor, without profit, mark-up or add-on to Landlord for such other freight elevator usage, provided, that, Tenant shall not pay any such costs for any freight elevator usage during Business Hours and Tenant shall be entitled to receive, without payment of any freight elevator usage charges, freight elevator usage in connection with Tenant's moving of furniture and equipment (i) into any additional space which may be added to the Demised Premises after the date hereof (up to a maximum of 25 hours over the Term), or (ii) out of the Demised Premises on the expiration or termination of this

Lease or the surrender of all or any portion of the Demised Premises. Landlord shall provide a freight elevator operator, or an operating engineer when necessary, for the operation of the freight elevator for all freight elevator service provided to Tenant under this Lease without any increase in the charge set forth above (it being understood the cost of such operator or engineer shall be included in Landlord's costs as set forth above). Any charges payable to Landlord for freight elevator usage shall be payable within thirty (30) days after demand therefor, as additional rent hereunder. In the event that Tenant reserves the use of the freight elevator cars during 6:00 P.M. to 8:00 P.M. on Business Days, Tenant shall reserve same for no less than four (4) hours.

B. Licensed Space: Parking/Loading Dock/Telephone and Electrical Closets/Power Feeds.

1. Landlord hereby grants to Tenant during the entire Term, at no additional charge or cost to Tenant, the irrevocable exclusive right and license to use:

(a) the space on subgrade level B-1 of the World Trade Center as shown in diagonal hatching on Exhibit S containing approximately 2,450 RSF;

(b) the parking area (containing one hundred ten (110) parking spaces) on subgrade level B-3 of the World Trade Center in the parking lot designated as the "Orange Lot" as of the date hereof as shown in diagonal hatching on Exhibit V for the parking of automobiles for the Commissioners of The Port Author-

ity of New York and New Jersey, Tenant's directors, employees, visitors, subtenants and guests, and for the parking of automobiles for the Marriott Building and the GSA Building (as each term is defined in the REOA) and for storage and other ancillary uses but not for use by third parties not separately conducting business with Tenant at the World Trade Center (it being agreed that Named Tenant may not permit more than forty (40) of such one hundred ten (110) parking spaces to be utilized by its subtenants and that Named Tenant's assignees shall have the irrevocable exclusive right and license to use only forty (40) of such one hundred ten (110) parking spaces upon an assignment of this Lease by Named Tenant and it being further agreed that in connection with such one hundred ten (110) parking spaces, (i) Tenant shall satisfy its obligations to provide parking for the Marriott Building solely from such one hundred ten (110) parking spaces, and (ii) Tenant shall reasonably cooperate with Landlord in connection with a valet parking program instituted by Landlord which is consistent with valet parking programs at Comparable Buildings having such programs and which is applicable to and affects tenants of the World Trade Center generally, provided, however, that in any such event (i) such valet parking program provides Tenant with substantially comparable parking rights as Tenant would have with respect to such one hundred ten (110) parking spaces in all respects, including, without limitation, as to number of vehicles accommodated, utility to Tenant, access, and location within the subgrade level B-3 of the World Trade

Center, and (ii) Tenant's rights with respect to such one hundred ten (110) parking spaces shall not be unreasonably affected);

(c) the loading dock and adjacent slip in the truck bay in the Building shown in diagonal hatching on Exhibit T, subject to the Landlord's right of access thereto in accordance with the applicable provisions of this Lease and provided that Tenant shall then be in occupancy of not less than 200,000 RSF in the Building;

(d) the dedicated power feeds existing as of the Commencement Date which emanate from the substation that services Tenant's data center on the seventieth (70th) floor of the Building (it being understood that no portion of the substation itself shall be dedicated to Tenant's exclusive use) (and Landlord hereby acknowledges that the demand load per usable square foot for such dedicated power feeds may exceed ten (10) watts and Landlord agrees that same shall not be prohibited under this Lease nor shall Tenant be required to pay any additional charges with respect thereto, provided, however, that such demand load shall not exceed 80% of the rated capacity of such dedicated power feeds; and

(e) the existing air conditioning condenser unit (and related piping and connections) located in the north projection vent in the subgrade area of the World Trade Center under West Street which condenser unit currently supplies

air conditioning to the telephone switch room portion of the Tenant Subgrade Space (which contains approximately 4,671 RSF and is located on the B-3 subgrade level).

2. In addition to the exclusive right and license to use and occupy the spaces and items described above, Landlord hereby grants to Tenant during the entire Term, at no additional charge or cost to Tenant, the irrevocable non-exclusive right and license, in common with Landlord and other tenants of the Building and the World Trade Center to use:

(a) the loading docks and truck bays serving the World Trade Center which are not subject to the exclusive license granted to Tenant above and are not then subject to any exclusive license granted to another tenant, on a "first come first served" basis during Business Hours, and on a reserved basis as requested by Tenant in accordance with the Landlord's reasonable rules and regulations in effect at the time of such request during non-Business Hours (it being agreed that (i) Tenant will not unreasonably interfere with the use of such loading docks and truck bays by other tenants of the World Trade Center, (ii) Tenant must first use its exclusive loading dock to the extent available prior to using other loading docks, and (iii) Landlord may grant other tenants in the World Trade Center exclusive use of such loading docks and truck bays);

(b) those entrances, exits, passages, halls, corridors, aisles, stairways, elevators, and escalators in the Building not subject to the exclusive

license granted to Tenant above or exclusively granted to any other tenant, for purposes of ingress and egress and movement of persons and property between the various areas of the Demised Premises, but Landlord shall have the right to alter or improve same so long as Tenant's use or occupancy of, or access to, the Demised Premises is not adversely affected (other than to a de minimis extent);

(c) to the extent reasonably available, telephone and electrical closets and other shaftways located in the Building and in the World Trade Center (to the extent Landlord has a right thereto), other than those described above, in order to run a reasonable number of additional ducts, risers, cables, wiring, conduits, piping and other similar items to the various areas of the Demised Premises and Tenant shall comply with Landlord's reasonable regulations, requirements and riser management program with respect to any such work and comply with all other terms and conditions of this Lease applicable thereto. Tenant shall coordinate all such work with Landlord, repair any damage caused by such work, and minimize any interference with any other tenant's use and occupancy of its space in the Building caused by such work; and

(d) use the telephone and electrical closets, shaft ways, risers, conduits, power feeds, and vertical and horizontal pathways in the Building and in the World Trade Center (to the extent of Landlord's interest therein and Tenant's use thereof as of the date hereof), including risers which connect to the roof of Two

World Trade Center and Five World Trade Center, which are necessary for the ducts, risers, cables (both copper and fiber), wiring, conduits, piping, exhaust vents and other similar items servicing the Demised Premises, including those servicing the 70th floor thereof, as of the Commencement Date (and the Named Tenant shall be entitled to maintain keys for purposes of access to such telephone and electrical closets).

C. Cleaning.

1. Unless Tenant elects to arrange for its own cleaning services as set forth below, Landlord, at no additional charge, will provide cleaning services on all full floors of the Office Space in accordance with Exhibit F-1 attached hereto and on all partial floors of the Office Space and in Tenant's mailroom located in the Tenant Subgrade Space in accordance with Exhibit F-2 attached hereto, in each such case, after 6:00 o'clock P.M. on all Business Days, provided that Tenant shall pay to Landlord, within thirty (30) days of written request therefor together with appropriate back-up documentation, the actual out-of-pocket increase in the cost of the following items of cleaning services over the cost of same in the Expense Base Year for the applicable year in question: matron service (as specified under "Routine Cleaning in Office Areas" on Exhibit F-1) and items 6, 8, 10, 11, 12, 13, 16 and 17 on Exhibit F-1 and Exhibit F-2. Unless Tenant elects to arrange for its own cleaning services as set forth below, Tenant shall contract directly with Landlord's cleaning contractor for

the performance of additional cleaning services, but, in addition, to or in lieu thereof, Tenant may use its own employees to provide limited cleaning services in the Demised Premises provided such use shall not create any labor or union disharmony issues with Landlord's cleaning contractor in the Building. Landlord shall periodically exterminate the Building common areas and cause other tenants to exterminate their premises, as the same may be reasonably necessary. Landlord, upon Tenant's request, shall cause the Demised Premises to be exterminated, and Tenant shall reimburse Landlord for the actual, out-of-pocket cost therefor. Alternatively, at Landlord's option, Tenant may either contract directly with Landlord's extermination contractor for the performance of extermination services (provided such extermination contractor provides such services at commercially competitive rates) or contract directly with Tenant's own extermination contractor as shall be reasonably approved by Landlord for such extermination services.

2. Tenant shall have the right, upon not less than sixty (60) days prior written notice, to utilize its own employees and/or contract directly with a reputable cleaning contractor selected by Tenant, and reasonably approved by Landlord, to provide cleaning services in the Demised Premises in lieu of having Landlord perform such services pursuant to Exhibit F-1 and Exhibit F-2 and, after such election, Landlord will discontinue cleaning services in the Demised Premises and Tenant shall proceed with the cleaning of the Demised Premises. In connection

with Tenant's own cleaning arrangements, Tenant shall adopt and enforce such practices and procedures, including contractual provisions relating to labor harmony, as Landlord may reasonably require. After electing to provide its own cleaning services in the Demised Premises, Tenant may, on ninety (90) days notice to Landlord elect to have Landlord resume providing such services therein in accordance with the provisions of Section 6.01.C.1 above and after Landlord resumes providing such cleaning service, Tenant shall not have the option to contact directly for the cleaning of the Demised Premises for a period of two (2) years thereafter. If the Tenant elects to provide its own cleaning services in the Demised Premises and during the period that Tenant is providing such cleaning services to the Demised Premises (i) Landlord shall nonetheless provide trash haulage for compact office waste at no additional charge (and Tenant shall cooperate and coordinate with Landlord in connection therewith), (ii) Fixed Rent shall be reduced by any credit Landlord receives under its cleaning contract as a result thereof, (iii) Landlord shall not be obligated to clean the Demised Premises, (iv) all costs incurred in connection with providing cleaning to the premises of other tenants and occupants of the Building shall be excluded from Expenses (other than exterior window cleaning, cleaning of common areas and trash haulage for compact office waste, and (v) Tenant's cleaning contractor shall provide such liability and other customary insurance (naming Landlord, Net Lessor and Tenant as additional insured parties) as

Landlord shall reasonably request. Tenant, at its cost, shall cause all portions of the Demised Premises, including, without limitation, the Cafeteria, used for the storage, preparation, service or consumption of food or beverage to be cleaned daily in a manner reasonably satisfactory to Landlord, using Landlord's cleaning contractor, (provided such cleaning contractor provides such services at commercially competitive rates) or Tenant's own employees or cleaning contractor if Tenant has exercised its right to utilize its own employee or cleaning contractor pursuant to this subclause C.2.

D. Water. Landlord shall provide, at its cost and expense, cold water of the character furnished by the municipality or utility company supplying the same to the Building, and hot water, at a temperature of approximately 140F, both in reasonable quantities, for use by the Tenant through such fixtures and outlets as may be installed in the Demised Premises, for ordinary drinking purposes, for sanitary use in any rest rooms which are a part of the Demised Premises, and in any kitchen, cafeteria, or elsewhere pursuant to the terms of this Agreement. Landlord may install and maintain, at Tenant's expense, a meter or meters to measure Tenant's consumption of any additional cold water and/or hot water required by Tenant in excess of normal office use in connection with Tenant's use of the Demised Premises, including, without limitation, the Cafeteria (as defined in Section 37.01 hereof). Tenant shall pay to Landlord, within (30) days after its receipt of an invoice therefor,

Landlord's actual, out-of-pocket cost of providing the quantities of hot and cold water as shown on such meter or meters.

E. Manner of Operation. Landlord shall, at its cost and expense, maintain and operate the Building in a manner substantially similar to the maintenance and operation of Comparable Buildings and promptly and diligently repair and maintain the Building in a good and workmanlike manner as reasonably required, subject to the other provisions of this Lease, and provide the services of a qualified operating engineer at all times that the HVAC plant is in operation.

F. Access. Subject to the Building's Security Standards and the Rules and Regulations, Tenant shall have access to the Demised Premises twenty-four (24) hours a day, seven (7) days a week (unless prohibited by applicable Law or emergency).

G. Security. Landlord shall provide, at its cost and expense, security services for the Building in accordance with the Security Standards (as defined in the Net Lease) and shall (i) post at least one concierge, lobby attendant, or security guard on the ground floor of the Building twenty-four (24) hours a day, seven (7) days a week, and (ii) screen all employees, guests and visitors before being granted access to the ground floor lobby elevator banks (other than elevators "6" and "7" which service the restaurant commonly known as "Windows on the World" as of the date hereof). Tenant shall have the right to (i) maintain the security card access

system serving the Demised Premises as of the date hereof at Tenant's cost and expense but without payment of any charge or cost to Landlord, and (ii) upgrade same or to install any new security card access system and to have any such security card access system remain integrated with Landlord's security card access system during the Term, provided that any such upgrade or continued integration (including any changes to Landlord's security card access system required to effect such upgrade or maintain such integrations) shall be at Tenant's sole cost and expense.

H. Tenant Building Management System. Tenant shall have the right, at Tenant's sole cost and expense, to install a Tenant Building Management System (a "Tenant BMS") for purposes of controlling and maintaining any of Tenant's supplemental building systems servicing the Demised Premises. Tenant shall comply with Landlord's reasonable regulations and requirements with respect to any installation of a Tenant BMS by Tenant pursuant to this Section 6.01.H and shall comply with all other terms and conditions of this Lease applicable thereto. Tenant shall coordinate all such work with Landlord, repair any damage caused by such work, and minimize any interference with the operation and maintenance of the Building or any other tenant's use and occupancy of its space in the Building caused by such work.

I. Sprinkler System. Landlord covenants that it shall maintain reserve capacity, adequate pressure, risers and equipment (including a tap, valve, water flow and tamper switch, and sprinkler piping in the core on each floor) in order to enable Tenant to maintain a sprinkler system on each floor of the Demised Premises complying with all applicable Laws. Landlord shall maintain and repair such reserve capacity, risers and equipment in accordance with Section 12.01 hereof and shall provide the necessary water for the sprinkler system. The water flow and tamper switches shall be wired to the Building's Class "E" system.

J. Class "E" System. Landlord shall maintain the existing fully capable addressable Class "E" fire alarm system of the Building (including maintaining all redundancy in the fire alarm system and other features and enhancements of the Class "E" system existing as of the Commencement Date) in accordance with all applicable Legal Requirements and Tenant shall have the right to maintain its existing connections of smoke detectors, fire alarms, strobes, speakers pull-stations, fan shut-down, and other equipment thereto in accordance with all applicable Legal Requirements. Landlord shall maintain the following existing base Building equipment on all floors of the Demised Premises in their existing locations as of the date hereof and shall maintain same in accordance with all applicable Legal Requirements: pull-stations, warden stations, strobes, and detectors in the lobbies and other core areas. To the extent any of the aforesaid are located in the Demised Premises,

they will be maintained by Landlord at Landlord's cost and expense. Tenant shall have the right (at Tenant's sole cost and expense) to install additional smoke detectors, fire alarms, strobes, speakers pull-stations, fan shut-down, and other equipment in the Demised Premises and to cause Landlord to make further connections to the Building Class "E" fire alarm system at Tenant's reasonable expense, subject to the availability of riser capacity, the capacity of the Building systems, Landlord's reasonable approval, and the applicable provisions of Article 13. Unless required by Law, Landlord shall not reduce the supervised hardware control output points, the hardware input points per floor, or the strobe control panels currently used by Tenant for Tenant's connections to the Class "E" system in addition to those installed for Building use without Tenant's prior written consent, not to be unreasonably withheld. Additional input and output points and transponder equipment shall be provided at Tenant's reasonable request and upon Landlord's reasonable approval, at Tenant's cost and expense. Any testing of the Class "E" system servicing the Demised Premises shall be performed on at least five (5) Business Day's prior notice to Tenant during non-Business Hours except if otherwise required by governmental authorities having jurisdiction.

K. Steam. Landlord shall provide steam at such pressure and of such other characteristics as is furnished by the utility company supplying steam to commercial buildings in the vicinity of the Building, for use by Tenant in such

machinery, equipment, and devices as are installed in the Demised Premises.

Landlord shall be responsible for the reduction or conversion of such steam in connection with the Tenant's operations in the Building. Tenant shall pay, within thirty (30) days of demand therefor, Landlord's actual, out-of-pocket costs of providing such steam, such cost to be determined by a customary survey thereof conducted by Landlord and disclosed to Tenant.

L. Telecommunications Equipment. Without in any manner limiting the generality of the license granted to Tenant pursuant to Section 6.01.B.1(d) above, Tenant shall have the right to maintain, during the Term, Tenant's fiber optic cables, wires, conduits and related equipment located in the existing mail chute running through the Demised Premises and the Building. Tenant shall also have the right of access to such mail chute, fiber optic cables, wires, conduits and related equipment, at reasonable times and upon reasonable notice to Landlord and only when accompanied by a representative of Landlord (and Tenant shall reimburse Landlord for the commercially reasonable out-of-pocket costs of a representative of Landlord who is not an employee of a Landlord Entity) which representative Landlord shall make available, for purposes of maintaining, repairing, replacing or installing such fiber optic cables, wires, conduits and related equipment. Tenant shall also have the right to maintain Tenant's hubs, networking equipment, and related equipment in the telephone closets located on floors of the Building on which

the Demised Premises are located as same exist as of the Commencement Date and the right of access to thereto for purposes of maintaining, repairing and replacing such equipment, at reasonable times and upon reasonable notice to Landlord and only when accompanied by a representative of Landlord (and Tenant shall reimburse Landlord for the commercially reasonable out-of-pocket costs of a representative of Landlord who is not an employee of a Landlord Entity) which representative Landlord shall make available upon reasonable notice. In connection with any maintenance, repair, replacement, or installation pursuant to this Section 6.01.L Tenant shall comply with Landlord's reasonable regulations and requirements as to such work and comply with all other terms and conditions of this Lease applicable thereto, including, without limitation, Article 13 hereof. Tenant shall coordinate all such work with Landlord, repair any damage caused by such work, and minimize any interference with any other tenant's use and occupancy of its space in the Building caused by such work.

M. Noise Levels. Landlord shall, at its sole cost and expense, maintain an ambient noise level with respect to all points within the Demised Premises which does not exceed the "NC" rating for Comparable Office Buildings, unless such noise is a result of any Tenant installation.

N. Outdoor Ventilation. Landlord shall, at its sole cost and expense, provide for use by Tenant, via base Building systems, outdoor air of 0.25 cubic feet per minute per usable square foot.

6.02 Interruption of Service/No Warranty of Landlord. Landlord does not warrant that any of the services to be provided by Landlord to Tenant hereunder, or any other services which Landlord may supply will be free from interruption, and Tenant acknowledges that any one or more such services may be interrupted, curtailed or suspended by reason of Tenant's acts or omissions or Force Majeure. In addition, Landlord reserves the right to interrupt or reduce service of the Building Systems by reason of Force Majeure, or for repairs, additions, alterations, replacements, decorations or improvements which are, in the reasonable judgment of Landlord, necessary to be made, until said repairs, alterations, replacements or improvements shall have been completed, provided same shall be performed with all commercially reasonable due diligence and are completed within a commercially reasonable period. Subject to Force Majeure, Landlord shall use commercially reasonable efforts to begin and diligently prosecute to completion such repairs as may be required to machinery or equipment within the Building to provide restoration of any service provided by Landlord hereunder as promptly as reasonably possible and in a manner so as to minimize interference with Tenant's ordinary use and enjoyment of the Demised Premises and, where cessation or interruption of such

service has occurred due to circumstances or conditions beyond the boundaries of the Land and/or Building, to cause the same to be restored by diligent application or request to the relevant party or parties. To the extent reasonably possible, Landlord shall confine all such stoppages (other than a stoppage which would have an insubstantial effect on Tenant's ordinary use and enjoyment of the Demised Premises) within Landlord's reasonable control to times other than Business Hours. Any such interruption of service, or the exercise of such right by Landlord to suspend or interrupt such service shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any compensation or, except as provided in this Lease, to any abatement or diminution of Fixed Rent or additional rent nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of such interruption. Landlord shall use reasonable efforts to minimize interference with Tenant's access to and use and occupancy of the Demised Premises in making any repairs, alterations, additions, replacements, decorations or improvements; provided, however, that Landlord shall have no obligation to employ contractors or labor at "overtime" or other premium pay rates or to incur any other "overtime" costs or additional expenses unless (i) requested to do so by Tenant, in which case Tenant will reimburse Landlord, as additional rent within thirty (30) days of demand, for any such overtime or similar costs incurred by Landlord at Tenant's request, or (ii) except in connection with repairs necessitated by fire or other casualty, such work materially

interferes with Tenant's use and occupancy of a material portion of the Demised Premises, or (iii) such work threatens the health and safety of any occupant of the Demised Premises. Except in the case of an emergency, Landlord shall provide Tenant with not less than five (5) Business Days' prior notice of all scheduled repairs and maintenance affecting the Demised Premises and Tenant's use thereof (other than scheduled repairs or maintenance which would have a de minimis effect on the Demised Premises and Tenant's use thereof, in which case Landlord shall provide Tenant with not less than one (1) Business Days' prior notice thereof). All Building system shutdowns affecting the Demised Premises shall be performed on not less than ten (10) days' prior notice to Tenant except in the case of an emergency or as otherwise directed by any governmental authority having jurisdiction. Landlord shall comply with the provisions of Section 10.03 in performing any such work. Subject to Force Majeure, Landlord shall, at Tenant's expense (which shall be Landlord's actual, commercially reasonable, out-of-pocket costs in connection therewith), provide Tenant with temporary services for critical areas during any Building system shutdowns, including, without limitation, temporary coolers in the event of a condenser water system shutdown.

6.03 Refuse Removal. Except to the extent such refuse removal is included in the Cleaning Specifications set forth in Exhibits F-1 or F-2 hereto, Tenant shall pay to Landlord a charge (which shall not exceed competitive market

rates charged by independent third parties for services comparable to such services being provided at Comparable Buildings) for the removal from the Demised Premises and the Building of any refuse and rubbish of Tenant not normal for comparable office operations (e.g., wooden pallets or large quantities of cardboard boxes, wet trash, Cafeteria trash and/or office trash in excess of normal trash quantities generated by comparable office operations), provided, however, that Tenant shall remove any medical waste from Tenant's medical office in the Demised Premises at Tenant's cost. Tenant shall pay such charge within thirty (30) days of the same being rendered together with appropriate back-up documentation. All trash quantities to the extent normal for the use of the Demised Premises as offices shall be removed at Landlord's expense.

6.04 HVAC. Landlord shall furnish to the Office Space and Tenant's mailroom and telephone switchroom located in the Tenant Subgrade Space during Business Hours, without additional charge, heat, ventilation, and air cooling, of such temperature and other characteristics as are in accordance with the design criteria and capacities set forth in Exhibit Q. In the event Tenant requires heat, ventilation and air cooling at times other than during Business Hours ("Overtime HVAC") such Overtime HVAC shall be made available to the Demised Premises upon the giving of such reasonable oral notice as may be required by Landlord, provided, however that Tenant shall be entitled to receive Overtime HVAC if Tenant

requests same in writing (which may be either by fax or email) by a designated authorized employee of Tenant prior to 3:00 P.M. on the Business Day that such service is required or prior to 3:00 P.M. on the Business Day prior to a non-Business Day for which such service is required. Landlord shall use all reasonable efforts to fulfill any request for Overtime HVAC made after 3:00 P.M. on the Business Day that such service is required or after 3:00 P.M. on the Business Day prior to a non-Business Day for which such service is required. Tenant shall pay Landlord's actual, out-of-pocket costs of providing such Overtime HVAC requested by Tenant within thirty (30) days of Landlord's demand therefor, as additional rent hereunder. In the event more than one tenant in the Building requests Overtime HVAC, and such tenant and Tenant shall be served by the same HVAC system, Landlord will apportion the applicable charges therefor among such tenants using a pro-rata apportionment based on the amount of RSF receiving such service. Tenant agrees to cooperate with Landlord and to abide by all reasonable rules and regulations and requirements which Landlord may prescribe for the proper functioning and protection of the Building's HVAC system.

6.05 A. Supplemental HVAC System. Tenant shall have the right to maintain, at Tenant's cost, all of Tenant's supplemental HVAC systems and equipment installed in the Demised Premises, the areas licensed to the Tenant under this Lease, and in the Building as same exists as of the Commencement Date. In

addition, notwithstanding anything in this Lease to the contrary, Landlord agrees that Tenant may install, at Tenant's own cost and expense in accordance with, and subject to, the applicable provisions of this Lease additional HVAC systems and equipment (hereinafter referred to as the "Supplemental HVAC System") and louvers, if required, in locations to be reasonably approved by Landlord, in the Demised Premises to service the same, which louvers will be consistent with the then Building standard therefor. The costs of installation (including, without limitation, connection to any condenser water source), and the maintenance and operation of the Supplemental HVAC System shall be borne by Tenant and Tenant may be required to install separate water condenser pumps (and Landlord shall not be liable for any failure or decrease of such Supplemental HVAC other than in connection with Landlord's negligence or willful acts). Landlord agrees that it shall not charge any fee to Tenant for connecting into the Building's condenser water system. Whenever Tenant shall make a connection to any condenser water source on a floor partially occupied by Tenant, Tenant shall also leave additional valved outlets of a size to be reasonably determined by Landlord. All facilities, equipment, machinery and ducts installed by Tenant in connection with the Supplemental HVAC System shall (i) be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed, (ii) comply with Landlord's reasonable requirements and regulations as to installation, maintenance and operation, and (iii) comply with all

other terms and conditions of this Lease applicable thereto including, without limitation, Article 13 hereof. To the extent that any portion of Tenant's existing HVAC Systems or equipment or the Supplemental HVAC System is not located within the Demised Premises or the areas licensed to Tenant under this Lease, Landlord shall provide Tenant with access to all other portions of the Building reasonably required for Tenant's operation, maintenance and repair thereof provided Tenant coordinates all such work with Landlord, repairs any damage caused by such work, minimizes any interference with any other tenant's use and occupancy of its space in the Building caused by such work and reimburses Landlord for any reasonable out-of-pocket costs incurred as a result thereof. In addition, Landlord shall have the right to have a representative of Landlord accompany Tenant in connection with Tenant's access to such other portions of the Building and Tenant shall reimburse Landlord for the commercially reasonable out-of-pocket costs of a representative of Landlord who is not an employee of a Landlord Entity. Tenant agrees to cooperate with Landlord and to abide by all reasonable regulations and requirements which Landlord may prescribe for the proper connection, functioning and protection of the Supplemental HVAC System.

B. Condenser Water. Landlord shall provide condenser water for use in air cooling equipment installed in the Demised Premises, sufficient for air cooling equipment having an estimated rated capacity of two hundred fifty (250)

tons, as such equipment is tied into the Demised Premises as of the Commencement Date and as such additional equipment (subject to the foregoing capacity limitation) may be hereafter tied into the Demised Premises by Tenant at its cost and expense in accordance with any applicable provisions of Article 13 hereof. Tenant shall pay Landlord annually, within thirty (30) days of written request therefor from Landlord, Landlord's actual, out-of-pocket costs of providing such condenser water. Landlord shall make such condenser water available twenty-four (24) hours per day, seven (7) days per week (subject to Force Majeure and interruption due to emergency, maintenance, or repair in accordance with the applicable provisions of this Lease), at the points of connection on the perimeter of the various areas of the Demised Premises existing as of the Commencement Date and such other points of connection reasonably requested by Tenant and Landlord shall, at Tenant's reasonable expense, supply any required valves and taps at such points. Such valves and taps shall be of a reasonably appropriate size in relation to the applicable air cooling equipment. Such condenser water shall be of a quality and temperature substantially similar to condenser water provided to other tenant's in the Building and tenants at Comparable Buildings.

6.06 Fire Stairs. Tenant shall have the right to use the fire stairs between its contiguous full floors in order to obtain access to the Demised Premises, as the same may be increased hereunder, subject to Landlord's reasonable security

requirements. In using said stairs and in preparing the same for use by Tenant, Tenant shall comply with the terms of this Lease as well as any applicable laws, orders, ordinances and regulations of all Federal, State, County and Municipal authorities, failing which, after written notice to Tenant and a reasonable cure period (not exceeding thirty (30) days), Landlord may revoke Tenant's right to use such stairs for access to the Demised Premises. Tenant shall not use the stairs so as to interfere with the rights of other tenants in the Building. If Tenant elects to use such stairs as contemplated in this Section 6.06, Tenant shall paint same as reasonably necessary and repair and maintain same in a neat and clean condition.

6.07 Rent Abatement. A. Anything herein contained to the contrary notwithstanding if for any reason, including, without limitation, Force Majeure, any utility or service (except cleaning) required to be provided to Tenant under this Lease is not provided to all or part of the Demised Premises (except if such utility or service is not provided due to the failure of the public utility company), or Landlord fails to make any repairs or replacements which Landlord is required to make or to perform any other obligation of Landlord under this Lease and as a result thereof Tenant for five (5) consecutive Business Days (or five (5) Business Days in any ten (10) day period) cannot and does not use 10,000 RSF or more of the Demised Premises or is unable to and does not use Tenant's computer room facilities (in either case, other than on an emergency basis) for such five (5) Business Day

period for the operation of Tenant's business in substantially the same manner as same was used immediately prior to the applicable failure of service or failure to make repairs, then Tenant shall be entitled to a pro-rata abatement of the Rent, based upon the portion of the Demised Premises that Tenant cannot and does not use (except on an emergency basis) for each day after said five (5) Business Day period, until such repair or other work has been substantially completed by Landlord or until such utility or service is restored or such other obligation is complied with and Tenant can use the entire Demised Premises, provided, however, that if any utility or service is not provided to all or part of the Demised Premises due to the failure of any public utility company (except to the extent such failure or the remedy for which is beyond the reasonable control of Landlord), and as a result thereof Tenant for ten (10) consecutive Business Days (or ten (10) Business Days in any twenty (20) day period) cannot and does not use all or any part of the Demised Premises (except on an emergency basis) for such entire ten (10) Business Day period, then Tenant shall be entitled to a pro-rata abatement of Rent, based upon the portion of the Demised Premises that Tenant cannot and does not use (except on an emergency basis) for each day after said ten (10) Business Day period until such utility or service is restored.

B. Intentionally Omitted.

C. If Landlord and Tenant disagree as to whether Tenant is entitled to any reduction in Rent pursuant to this Section 6.07, then Tenant shall have the right but not the obligation to submit any such dispute to arbitration in accordance with Article 25 hereof. Pending the resolution of such dispute, Tenant shall not be entitled to any reduction in the Rent payable hereunder on account of the service failure in question unless Tenant shall have commenced such arbitration and actually vacated the space in question as a direct consequence of the failure of services to such space.

6.08 With respect to all charges invoiced by Landlord to Tenant, Landlord shall provide Tenant, within five (5) Business Days after request from Tenant, such back-up documentation as Tenant may reasonably request with respect to the amount of such invoice and the computation thereof.

6.09 Where Landlord has covenanted or agreed to maintain a specified standard, level, or manner of service to Tenant under this Article 6 or under Article 7 or elsewhere in this Lease, same is not intended to create an independent obligation of Landlord to upgrade the Building systems as of the Commencement Date to meet any such standard, level or manner of service, except as otherwise expressly set forth in, or as may be required under, the Net Lease. Landlord acknowledges that it has conducted its due diligence review of the Building and the

Building systems to confirm that same provide the standard, level, or manner of service required under this Lease.

6.10 Landlord shall, without additional charge, furnish on a non-exclusive basis, the existing toilet and washroom facilities to Tenant on each floor on which a portion of the Demised Premises which does not constitute a full floor is located substantially similar to those furnished at Comparable Buildings (other than the with respect to Tenant Subgrade Space, except that Tenant shall be entitled to use such facilities located on subgrade level B-3 of the World Trade Center) and such facilities shall be inspected and cleaned in accordance with the Cleaning Specifications set forth on Exhibit F-2 hereto.

6.11 Unless required by Law, Landlord shall not designate any portion of the Demised Premises constituting a full floor as a cross over floor in connection with the passage of other Building tenants and their respective employees, agents, and visitors from one elevator bank to another in the Building.

6.12 Upon reasonable written advance notice to Landlord, Tenant shall be granted access to Landlord's books and records pertaining to the calculation of any costs or expenses due to Landlord relating to any services provided by Landlord hereunder, including without limitation, any freight elevator usage or Overtime HVAC charges.

ARTICLE 7

ELECTRIC

7.01 So long as the Net Lessor's agreement with the New York Power Authority ("NYPA") covering the furnishing of electricity by NYPA to the Building remains in effect, Tenant shall have the right to have furnished to the Demised Premises, in accordance with such agreement with NYPA and through the existing transmission facilities installed in the Building, alternating electric current exclusive of electric required to operate the base Building systems (including, without limitation, the base Building HVAC system) in an amount equal to ten (10) watts actual demand load per usable square foot, except that, unless otherwise set forth in this Lease, the Tenant Subgrade Space and any other area licensed to Tenant under this Lease (to the extent electricity is supplied to such other area as of the date hereof) located within the footprint of the Building or within the footprint of Two World Trade Center shall be supplied with six (6) watts demand load per useable square foot and any Tenant Subgrade Space and any other area licensed to Tenant under this Lease (to the extent electricity is supplied to such other area as of the date hereof) not located within the footprint of the Building or within the footprint of Two World Trade Center shall be supplied with three (3) watts demand load per useable square foot. Such service shall be provided to the electric closets on each floor or part thereof of the Demised Premises, transformed as follows: eight (8) watts

demand load per usable square foot at 277V and two (2) watts demand load per usable square foot at 120V, provided that the Tenant Subgrade Space and any other area licensed to Tenant under this Lease shall be supplied with the same transformation existing as of the date hereof with respect to such Tenant Subgrade Space and other area licensed to Tenant under this Lease, as applicable. Such electric current shall be measured by submeters and shall be billed in the aggregate with coincident demand as if there was only one (1) submeter provided. Such submeters shall be promptly installed by Tenant, at Tenant's cost and expense (and thereafter Tenant shall maintain same, at Tenant's cost and expense), at such location or locations as Landlord shall reasonably select and Tenant shall pay monthly to Landlord, in Landlord's capacity as the agent of Net Lessor for such purpose, for Tenant's coincident demand and total consumption of alternating current in the Demised Premises as measured by such submeters, the amount due Landlord therefor to be computed by using the NYPA Rates (as hereinafter defined). In the event that any such submeter fails to record such consumption and demand, the quantity of such electricity so supplied during any period that a submeter is out of service will be considered to be the same as the quantity supplied during a like period either immediately before or immediately after such interruption as reasonably selected by Landlord and Tenant, subject to seasonal or other equitable adjustment. Landlord shall, upon prior reasonable notice (except in the event of an emergency), be permitted access to the

electric closets and the submeters, provided that Landlord shall be accompanied by a representative of Tenant (at Tenant's expense) which representative Tenant shall make available. If Tenant, in its capacity as Tenant hereunder or as Net Lessor, shall be entitled to receive any rebate from NYPA, or any other public utility company, or any federal, state or city agency because Tenant, at its cost and expense, installs energy efficient lighting, equipment and fixtures in the Demised Premises (or if Tenant is entitled to any rebate for any other reason other than to the extent such rebate is due to the acts of Landlord), Tenant shall retain the entire amount of the rebate applicable to the Demised Premises (unless the applicable bill to Tenant already has taken such savings into account). "NYPA Rates" shall mean the lesser of (i) the rates that Landlord, in its capacity as agent of Net Lessor for such purpose, is permitted to charge space tenants of the Building for electricity usage pursuant to and in accordance with the applicable provisions of the Net Lease, and (ii) Net Lessor's actual cost of purchasing electrical power from NYPA for the Building (exclusive of any unamortized costs of capital improvements made by Net Lessor or Landlord in connection with providing such power to the Building) plus fifteen percent (15%). In addition, if Named Tenant is not the Tenant hereunder, Tenant shall pay any applicable taxes payable in connection with the provision of electricity to the Demised Premises. Tenant shall pay the amounts due under this Section 7.01 to Landlord, in Landlord's capacity as agent of Net Lessor for such purpose, within

twenty (20) days after written demand therefor and the same shall be deemed additional rental collectible in the same manner and with like remedies as if it were a part of Fixed Rent hereunder. Tenant's coincident demand and total consumption for electricity shall not include any electricity consumed in connection with the provision of base building heat, ventilation and air cooling as provided in Exhibit Q. Prior to the date that the submeters to be installed by Tenant as set forth above are actually installed and operational, Tenant shall pay to Landlord, in its capacity as agent of Net Lessor for such purpose, within ten (10) Business Days of written demand therefor, \$1.35 per RSF of the Demised Premises (the "Electric Inclusion Charge") for Tenant's consumption of electricity. The parties agree that although the charge for furnishing electrical energy is reflected in the Electricity Inclusion Charge on a so called "rent inclusion" basis, the value to Tenant of such service may not be accurately reflected in such Electricity Inclusion Charge. Accordingly, Landlord and Tenant agree that after the submeters are installed and operational and electricity is being furnished to the Demised Premises for a three (3) month period, the Electricity Inclusion Charge shall be adjusted based on the average of the electricity payments due under this Section 7.01 ("Three Month Average") payable by Tenant for such three (3) month period with respect to the Demised Premises, with such Three Month Average to be annualized (i.e., adjusted so as to be normalized to account for typical seasonal fluctuations in the usage of electricity during a calendar year as reasonably

agreed between Landlord and Tenant). If the Three Month Average shall exceed the Electricity Inclusion Charge, Tenant, within ten (10) Business Days after demand therefor, shall pay such excess to Landlord, and if the Electricity Inclusion Charge shall exceed the Three Month Average, Landlord, at its option, shall either promptly refund to Tenant such excess or shall credit such excess against immediately subsequent monthly installments of Fixed Rent next becoming due and payable hereunder.

7.02 If Net Lessor's agreement with NYPA is terminated or is otherwise not in effect with respect to the provision of electricity to the Building then, subject to all the terms and provisions of this Lease, Landlord, at Tenant's option, shall furnish to Tenant electricity to the electric closets on the floors or part thereof in which the Demised Premises are located in the same manner as required under Section 7.01 above. Tenant shall pay for the coincident demand and total consumption of alternating current in the Demised Premises, which coincident demand and total consumption shall be measured by submeters and billed in the aggregate with coincident demand as if there was only one submeter. Such submeters shall be furnished, maintained, repaired or replaced (if necessary) by Tenant, at Tenant's cost and expense, for that purpose and in the event that any such submeter fails to record such consumption and demand, the quantity of such electricity so supplied during any period that a submeter is out of service will be considered to be the same as the quantity supplied during a like period either immediately before

or immediately after such interruption as reasonably selected by Landlord and Tenant, subject to seasonal or other equitable adjustment. If Landlord is furnishing electricity to Tenant pursuant to this Section 7.02, Tenant's coincident demand and total consumption in the Demised Premises shall be paid for by Tenant at one hundred and two percent (102%) of the average cost (including fuel or other adjustment factor, if any) per kilowatt hour of consumption and the average cost per kilowatt of demand per billing period (as such billing periods are established by the public utility providing electricity to the Building) actually paid by Landlord to the public utility company providing electricity to the Building without any additional profit, mark-up or add on. Tenant shall pay the cost of such coincident demand and total consumption to Landlord within twenty (20) days after written demand therefor and the same shall be deemed additional rental collectible in the same manner and with like remedies as if it were a part of Fixed Rent hereunder. Tenant's coincident demand and total consumption for electricity shall not include any electricity consumed in connection with the provision of base building heat, ventilation and air cooling as provided in Exhibit Q.

7.03 If Net Lessor's agreement with NYPA is terminated with respect to the provision of electricity to the Building and provided same does not materially increase Landlord's cost, unless Tenant agrees to reimburse Landlord for such increased cost, Tenant shall have the right to enter into an agreement with a

producer, distributor, or authorized supplier of electricity, other than the utility which Landlord may select to provide electricity to the Building (provided such agreement is then permitted by applicable Legal Requirements) for the furnishing of electricity directly to Tenant, provided, further, that (i) Landlord approves such other producer, distributor or authorized supplier, such approval not be unreasonably withheld, (ii) such direct furnishing of electricity shall in all respects be technologically feasible and available to Tenant from such other producer, distributor, or authorized supplier of electricity, (iii) vault space, subgrade space, wall space or closet space and shaft and conduit space is available in Landlord's reasonable discretion for the transformers, feeders, switches, risers, meters, panel boards, cables and other electrical conductors and all other necessary equipment required to provide such service independently of the electrical system serving the Building, and (iv) there is no adverse effect upon the capacity or efficiency of the Building electrical system or the electricity service provided by the Landlord to other tenants or Landlord's electrical capacity necessary to operate the Building. In the event Tenant shall enter into such an agreement providing for the direct furnishing of electricity to the Demised Premises, or if Tenant shall request additional electrical service in excess of Landlord's obligations set forth in this Lease, Tenant at its cost and expense, shall make all arrangements and conversions necessary to obtain such direct or additional supply of electricity, and shall perform all the construction necessary for receiving such

direct or additional supply of electricity, including, without limitation, the furnishing and installation of all transformers, feeders, switches, risers, meters, panel boards, cables and other electrical conductors and all other necessary equipment required to provide such direct or additional electricity service to the Demised Premises independently of and without any adverse effect upon the capacity or efficiency of the Building electricity system, upon other tenants of the Building, or upon the service provided by the Building electricity system serving other tenant space and the Building service equipment. Tenant, at Tenant's expense, shall maintain, service, and repair all such electrical equipment furnished or installed by Tenant. Any existing electrical conductors, feeders, risers, switches, lines, transformers, meters, submeters, panel boards, cables and other electrical conductors and equipment of Landlord may be utilized by Tenant without additional charge in connection with obtaining such direct or additional supply of electricity to the Demised Premises to the extent that they are available and not required in connection with the Building system and are suitable and safe for such use without any of the adverse effects mentioned in this subparagraph. From and after the date that any such direct furnishing of electricity to the Demised Premises shall commence pursuant to an agreement by and between Tenant and any producer, distributor, or authorized supplier of electricity, Landlord shall have no further obligation to supply to Tenant and the Tenant shall have no further obligation to pay for electricity pursuant to Sections

7.01 or 7.02 above or any other provision of this Lease (except or otherwise expressly provided).

7.04 Tenant, at Tenant's cost and expense, shall be entitled to emergency stand-by three phase four wire electrical power from the existing emergency power system located on the roof of the building commonly known as 5 World Trade Center in a capacity of ten (10) KVA, delivered at 480V, for use in the Demised Premises and any additional areas exclusively licensed to Tenant under this Lease. Tenant shall be responsible at Tenant's expense for transforming such emergency stand-by electrical power to such voltage, phase, and frequency as it desires, for the distribution and handling thereof within the Demised Premises, and any additional areas exclusively licensed to Tenant under this Lease. Tenant shall also be responsible for work and cost of connecting and tying such power into its systems and equipment at Tenant's expense and for installation, maintenance and repair of such systems. Landlord shall cooperate with Tenant in connection with such work and Tenant shall perform such work in accordance with all applicable provisions of Article 13 hereof. Tenant shall also be entitled to the existing emergency stand-by electrical power to the telephone switch room portion of the Tenant Subgrade Space (which contains approximately 4,671 RSF and is located on the B-3 subgrade level) from the existing emergency power system located on the B-6 subgrade level of the World Trade Center in the manner such emergency stand-by

power services such telephone switch room as of the Commencement Date. All emergency stand-by power shall be available at no additional charge, other than the charge for demand and consumption thereof which may be payable pursuant to Section 7.01 or 7.02, as applicable.

7.05 Tenant shall supply, at Tenant's cost, adequate electric lighting and electric power (subject to power outages and failures beyond Tenant's control) to Landlord or Landlord's contractors for such time as is reasonably necessary to clean or make repairs in the Demised Premises; provided, however, that Landlord shall pay for the cost of such electricity in the case where it is making repairs or restorations arising from a fire or other casualty for which it is responsible hereunder to make such repairs or restorations unless Tenant is then using the applicable portion of the Demises Premises for the ordinary conduct of its business. Landlord shall use commercially reasonable efforts to ensure that its contractors turn off all lights after the cleaning and/or repairs are completed.

7.06 Tenant shall have the right to increase the amount of electric power being drawn from the buss duct on any floor of the Demised Premises, at Tenant's expense, provided the total amount of power allotted to the Demised Premises is not increased and provided further that such distribution is being made in the same riser (i.e., that all floors in the redistribution are served by the same riser) and that same does not adversely affect other tenants of the Building or the Building

systems. At such time as Tenant shall surrender any floor to Landlord, Tenant shall have no obligation to remove Tenant's electrical distribution system within the Demised Premises (including but not limited to buss taps, transformers and panels).

7.07 Landlord shall, at Tenant's option, furnish and install all replacement lighting, tubes, lamps, starters, bulbs and ballasts required in the Demised Premises and Tenant shall pay to Landlord (or its designated contractor) upon demand Landlord's commercially reasonable charges therefor as additional rent within thirty (30) days after demand.

7.08 Whether Tenant obtains electric power from NYPA, from Landlord, or from any other utility provider, as contemplated in this Article 7, Tenant shall have the right to use up to ten (10) watts of electricity per usable square foot of the Demised Premises (other than with respect to the Tenant Subgrade Space for which Tenant shall be entitled to the demand load wattage per usable square foot applicable thereto as set forth in Section 7.01), on a demand load basis and exclusive of electric required to operate the base Building systems (including, without limitation, the base building HVAC system) and the right to use such electrical capacity and watts of electricity per usable square foot servicing the Demised Premises as of the Commencement Date.

7.09 Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur as a result

of the unavailability of or interruption in the supply of electricity to the Demised Premises or a change in the quantity or character or nature of such current and such change, interruption or unavailability shall not constitute an actual or constructive eviction, in whole or in part or impose any liability upon Landlord, by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise, except to the extent any of the foregoing are caused by the negligence or willful misconduct of Landlord. Subject to Section 6.01.B.1(d), Tenant's use of electricity and Tenant's equipment shall not exceed the capacity of any electrical equipment and existing feeders serving the Demised Premises.

ARTICLE 8

ASSIGNMENT, SUBLETTING, MORTGAGING

8.01 A. Tenant may assign or otherwise transfer this Lease or sublease all or any portion of the Demised Premises, upon prior written notice to, but without the consent of, Landlord, except as otherwise expressly set forth in this Section 8.01.A and subject to the provisions of Section 8.01.B.1 hereof. Tenant expressly covenants that it shall not assign its interest in this Lease, nor sublet the Demised Premises or any part thereof (other than to an Affiliate or Successor of Tenant) for (i) in the case of an assignment, consideration which is less than ninety-five percent (95%) of the fair market value of Tenant's interest in this Lease, or (ii) in the case of a subletting, at a sublease rate which is less than ninety-five percent

(95%) of the fair market rental value of the applicable portion of the Demised Premises, in each case without the prior written consent of Landlord (and Landlord's withholding of such consent with respect to any such assignment or subletting at less than ninety-five percent (95%) of such fair market value shall not be deemed unreasonable). For purposes of the preceding sentence fair market value and fair market rental value shall be determined taking into consideration the following: the fair market rental value of space of similar size and comparable condition in the Building and Comparable Buildings which is available for a comparable term, the economic impact of any obligation of Tenant to pay any brokerage commissions in connection with any such assignment or sublease that would be granted in a market lease for the applicable portion of the Demised Premises, any free rent, work allowance or other economic terms that would be granted in a market lease for the applicable portion of the Demised Premises, the Expense Base and payment of Expenses and Taxes for such applicable portion of the Demised Premises pursuant to the terms of this Lease, and all other relevant factors relating thereto. In addition, Tenant expressly covenants that it shall not assign its interest in this Lease, nor sublet the Demised Premises or any part thereof (other than to an Affiliate or Successor of Tenant) to (i) a then office space occupant of One World Trade Center, Two World Trade Center, or the building commonly known as 7 World Trade Center, if Landlord has (or within six (6) months thereafter will have) office space available in One

World Trade Center, Two World Trade Center, or the building commonly known as 7 World Trade Center, which is substantially comparable to the office space Tenant desires to sublet or assign in all respects, including, without limitation, as to size, configuration, layout, contiguity, location within the applicable building, condition, and available term, or (ii) a party with whom Landlord, prior to the delivery of Tenant's applicable Transfer Statement, has been, and with whom Landlord continues to be, "actively negotiating" a lease for office space at One World Trade Center, Two World Trade Center, or the building commonly known as 7 World Trade Center (it being agreed that "actively negotiating" shall mean that Landlord has delivered to such party (or such party shall have delivered to Landlord) a written proposal or term sheet setting forth the material terms of such lease and the party receiving such written proposal or term sheet shall have delivered a written response or counter-offer to such written proposal or term sheet which indicates that further negotiations of such material terms of such lease are or will be continuing and any such response or counter-offer has not been rescinded). In the event Tenant desires to assign this Lease or sublease all or any portion of the Demised Premises (in either case, other than to an Affiliate or Successor of Tenant), Landlord shall have a right to consent thereto, such consent not to be unreasonably withheld, and Tenant shall deliver to Landlord a statement (a "Transfer Statement") which statement shall set forth in bold capital letters the following statement: **IF LANDLORD FAILS TO RESPOND**

WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE, THEN TENANT SHALL BE ENTITLED TO ENTER INTO THE PROPOSED [ASSIGNMENT] [SUBLEASE] DESCRIBED IN THE NOTICE ENCLOSED HEREWITH. The Transfer Statement shall also set forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Demised Premises, and current financial information with respect to the proposed assignee or subtenant, including its most recent financial report, which Landlord shall keep confidential, a description of the Demised Premises proposed to be sublet, if applicable, and the material terms and conditions of the proposed assignment or subletting (i.e., consideration or rent payable, free rent period, term, etc., as applicable) and Tenant shall also provide Landlord with such other information relating to the proposed assignment or subletting as Landlord shall reasonably request. Landlord (within ten (10) Business Days after receipt of the Transfer Statement) shall either approve such proposed assignment or subletting or provide Tenant with the specific reasons for any refusal. If Landlord fails to respond in writing to any such Transfer Statement within ten (10) Business Days after receipt thereof Landlord shall be deemed to have consented to the applicable proposed assignment or subletting. Notwithstanding the foregoing, Landlord shall not withhold its consent to any proposed assignment or subletting if:

(i) the financial condition of the proposed assignee or subtenant is consistent with the obligation and responsibility undertaken by the proposed assignment or sublease and Landlord has been furnished with reasonable evidence of such financial condition; and

(ii) the nature of the proposed business to be conducted in the Demised Premises is in compliance with the uses permitted under Section 5.01 hereof; and

(iii) the proposed subtenant or assignee shall (A) not be entitled, directly or indirectly, to diplomatic or sovereign immunity, unless same shall have been waived with respect to the applicable assignment or sublease, and (B) be subject to the service of process in, and the jurisdiction of the courts of, New York State, or shall agree to consent thereto; and

(iv) such proposed subletting would not result in any floor of the Demised Premises being divided into more than four (4) rental units in the aggregate; and

(v) such proposed subletting is not solely for all or any portion of the Tenant Subgrade Space; and

(vi) the form of the proposed sublease or instrument of assignment shall be reasonably satisfactory to Landlord and shall comply with the applicable provisions of this Article 8; and

(vii) the proposed occupancy by such subtenant or assignee shall not materially increase the office cleaning requirements or impose an extra burden upon

services to be supplied by Landlord to Tenant, unless Tenant and such proposed subtenant or assignee shall agree with Landlord in writing to pay the costs of such additional services; and

(viii) Tenant shall not then be in monetary or material non-monetary default under this Lease beyond any applicable notice and cure periods.

B. 1. If Tenant shall desire, at any time during the Term, to assign this Lease to, or enter into a sublease of all or any portion of the Demised Premises with, a party other than an Affiliate or Successor of Tenant, Tenant shall give notice (a "Recapture Notice") thereof to Landlord, which notice shall set forth in bold capital letters the following language: **IF LANDLORD FAILS TO RESPOND WITHIN SIXTY (60) DAYS AFTER RECEIPT OF THIS NOTICE, THEN LANDLORD SHALL BE DEEMED TO HAVE WAIVED ITS RECAPTURE OPTION WITH RESPECT TO THE SPACE DESCRIBED IN THE NOTICE ENCLOSED HEREWITH.** The Recapture Notice shall also set forth: (i) with respect to an assignment of this Lease, (A) the date Tenant desires the assignment to be effective (which shall be not less than thirty (30) days nor more than one hundred eighty (180) days after giving the Recapture Notice), (B) the essential terms and conditions of the assignment including, without limitation, the consideration to be paid to Tenant in connection with such assignment, and (ii) with respect to a sublease of all or a portion of the Demised Premises

(A) the proposed commencement date (which shall be not less than thirty (30) days nor more than one hundred and eighty (180) days after the giving of the Recapture Notice) and expiration date of the sublease term (including any renewal rights, if any), (B) a description of the space proposed to be sublet (the "Sublease Space") including a floor plan and statement of the RSF thereof, and (C) the proposed Fixed Rent, additional rent, and other consideration payable to Tenant and the other material economic terms in connection therewith including, without limitation, the free rent period (if any), and a reasonable estimate of the cost of any improvements to be performed in such space to prepare same for occupancy. The Recapture Notice shall be deemed an offer from Tenant to Landlord whereby Landlord, in its own name or that of its designee, may, at its option (the "Recapture Option"), as of the proposed effective date of the assignment or subletting set forth in the Recapture Notice may (A) sublet the Sublease Space from Tenant for the proposed term (including renewal rights, if any) set forth in the Recapture Notice at the Fixed Rent, additional rent and other consideration, considering all relevant factors, set forth in the Recapture Notice, or (B) if the proposed transaction is an assignment of this Lease, take an assignment of this Lease for the consideration, considering all relevant factors set forth in the Recapture Notice. Landlord must exercise such Recapture Option by written notice to Tenant given no later than sixty (60) days after Tenant has delivered the Recapture Notice to Landlord.

In the event Landlord shall exercise its Recapture Option to sublease the Sublease Space, it is expressly agreed that:

(i) The sublease to Landlord (the "Landlord Sublease") shall be in a form reasonably satisfactory to both Landlord and Tenant and shall be expressly subject to all of the terms and conditions of this Lease except any such terms and conditions which are inconsistent with the Recapture Notice, are not relevant or applicable, or are contrary to the following provisions of this Section 8.01.B.1;

(ii) The Landlord Sublease shall give Landlord the absolute right, without Tenant's permission, to assign such Landlord Sublease or any interest therein and/or to sublet the space covered by such Landlord Sublease or any part of such space. Tenant agrees that any such assignment or subletting by Landlord may be for any purpose or purposes for which Named Tenant is permitted to use the Demised Premises under this Lease. If Landlord exercises its Recapture Option to sublet or take an assignment of this Lease, Landlord shall have the right, in accordance with all applicable Laws, to make alterations, decorations, improvements and installations in the Sublease Space or any part thereof, any or all of which may be removed, in whole or in part, by Landlord or any assignee or subtenant of Landlord, at its option, prior to or upon the expiration or other termination of the Landlord Sublease, provided, that (1) Landlord, at its expense, shall repair any damage caused by such removal, and (2) if the Landlord Sublease term expires earlier than one year

prior to the Expiration Date then, to the extent the applicable Recapture Notice provided that same would be the obligation of the subtenant, Landlord, at its expense, shall remove such alterations, decorations, improvements and installations at the end of the Landlord Sublease term and return the Sublease Space to the condition thereof prior to the commencement of the term of the Landlord Sublease, ordinary wear and tear excepted. Landlord, as tenant under the Sublease, shall have the obligation to restore or repair the Sublease Space from damage by fire or other casualty to the extent Tenant is required to restore and repair the same pursuant to the terms of this Lease. Any failure by Tenant to perform any of Tenant's obligations under this Lease with respect to the removal of property from, or the restoration and repair of, the Demised Premises upon termination of this Lease resulting from Landlord's failure to perform its removal, restoration or repair obligations pursuant to this subsection shall not constitute a default under this Lease;

(iii) the Landlord Sublease shall also provide that the parties to such Landlord Sublease expressly negate any intention that any estate created under such sublease be merged with any other estate held by either of said parties;

(iv) if the Landlord Sublease includes any partial floor Landlord, at Landlord's sole cost and expense, to the extent the applicable Recapture Notice provided that same would be the obligation of the subtenant, will erect the partitions required to separate the portion of the Demised Premises to be sublet from the

remainder of the Demised Premises and will provide any doors required to provide an independent means of access from the elevators and/or staircase on the floor to the portion of the Demised Premises to be sublet, and shall install all other equipment or facilities which may be required in order to use such Sublease Space as a unit separate from the remainder of the floor;

(v) in the event that at any time during the term of the Landlord Sublease, Landlord shall fail to pay Fixed Rent, additional rent or any other consideration due Tenant thereunder, Tenant shall have the right to offset the amount of such non-payment against the Fixed Rent and additional rent due to Landlord from Tenant under this Lease and any such offset shall be binding on each Superior Mortgagee and Superior Lessor; and

(vi) performance by Landlord, or any assignee or subtenant of Landlord, under the Landlord Sublease shall be deemed performance by Tenant of any similar obligation under this Lease relating to the space covered by such Landlord Sublease and Tenant shall not be liable for any default under this Lease or deemed to be in default hereunder if such default is occasioned by or arises from any act or omission of Landlord, or any assignee or subtenant of Landlord or is occasioned by or arises from any act or omission of any occupant of the space sublet by or assigned to Landlord.

If Landlord fails to respond to any Recapture Notice within sixty (60) days after receipt thereof, Landlord shall be deemed to have waived its Recapture Option with respect to the applicable Recapture Notice. Tenant shall have the right to submit to Landlord the Recapture Notice simultaneously with its delivery of a Transfer Statement, in which event Landlord shall respond to the Transfer Statement within ten (10) Business Days after receipt thereof and to the Recapture Notice within sixty (60) days after receipt thereof, in each case as more particularly set forth above.

In the event that Landlord elects not to exercise its applicable Recapture Option or is deemed to have waived such Recapture Option, and (b) Tenant fails to consummate the applicable sublease or assignment transaction contemplated by the Recapture Notice within nine (9) months (unless Tenant and such proposed subtenant or assignee are then actively negotiating for RSF in excess of 200,000, in which event such period shall continue for so long as such active negotiations shall continue, up to an aggregate period of twelve (12) months) after the date Tenant receives Landlord's response to the applicable Recapture Notice, then Tenant shall again comply with the provisions of this Section 8.01.B.1, before assigning this Lease or subletting all or part of the Demised Premises.

If Landlord shall elect not to exercise the Recapture Option, or is deemed to have waived such Recapture Option, then Tenant shall have the right to assign this

Lease or sublet the Sublease Space in accordance with the terms hereof on such terms and conditions as Tenant shall determine in its sole discretion, provided, however, that Tenant may not (i) assign this Lease for consideration, considering all relevant factors, which is less than ninety-five percent (95%) of the consideration set forth in the applicable Recapture Notice, or (ii) sublease the Sublease Space for Fixed Rent, additional rent and other consideration, considering all relevant factors, which is less than ninety-five percent (95%) of the Fixed Rent, additional rent and other consideration set forth in the applicable Recapture Notice, without, in each instance, again complying with the provisions of this Section 8.01.B.1.

If Landlord exercises the Recapture Option in the case of a proposed assignment, then the form of assignment shall be in a form reasonably satisfactory to both Landlord and Tenant and notwithstanding anything herein contained to the contrary, Tenant shall be released from all liability accruing under this Lease from and after the proposed effective date of the assignment as set forth in the Recapture Notice.

2. In the event Named Tenant assigns this Lease and the assignee or any entity guaranteeing the obligations of the assignee shall have received a then current credit rating from either Standard & Poor's Rating Services or Moody's Investors Service, Inc. (or any successor thereto) of (i) at least "AA-" if the Demised Premises then consists of 400,000 RSF or more, or (ii) at least "BBB+" if the Demised Premises then consists of less than 400,000 RSF (and, in either case,

evidence thereof reasonably satisfactory to Landlord shall have been delivered to Landlord), then Tenant shall be released from any and all obligations under this Lease accruing from and after the date of such assignment. Promptly upon request of Named Tenant Landlord shall confirm such release in writing, but failure to do so by Landlord shall not operate to limit any such release in any matter whatsoever. In the event that Named Tenant assigns this Lease and such assignee elects to have the obligations under this Lease guaranteed by a third-party, Landlord shall have the right, in its reasonable discretion, to approve such guarantor and the form of guaranty, provided that a New York State financial institution that customarily guarantees such obligations in comparable amounts shall be deemed approved by Landlord.

3. Notwithstanding the foregoing, no assignment or sublease referred to in this Section 8.01 (other than assignments or subleases to Landlord in connection with Landlord's Recapture Option) shall be permitted if on the date of the delivery of the applicable Recapture Notice and/or Transfer Statement as applicable or, at Landlord's option, on the effective date of such assignment or sublease, Tenant is then in default in any of its monetary obligations under this Lease beyond any applicable notice and grace period. Tenant shall deliver to Landlord a signed copy of the final assignment or sublease within thirty (30) days after same is executed and prior to the effective date thereof. Tenant may permit its Affiliates to occupy portions of the Demised Premises without Landlord's consent.

4. Intentionally Omitted.

C. In the case of a sublease, upon Tenant's request, Landlord shall enter into with the subtenant a Subordination, Recognition and Non-Disturbance Agreement substantially in the form attached hereto as Exhibit J ("Subtenant SNDA") if (i) Landlord is reasonably satisfied with the financial condition of the proposed subtenant or the proposed subtenant provides Landlord with a reasonably acceptable security deposit or guaranty, (ii) the proposed sublease demises Eligible Space (as hereinafter defined), for a term of at least ten (10) years or until the end of the term of this Lease, but in such latter event such term shall be for no fewer than five (5) years (exclusive of any renewal options of such subtenant) with no right of cancellation (other than those customarily provided in the event of casualty or condemnation) prior to the expiration of such minimum term (but in no event extending beyond the Expiration Date of this Lease, as that date may have been theretofore, or may thereafter be, extended in accordance with the terms of this Lease), (iii) the proposed sublease is a bona-fide arm's-length sublease with an entity not affiliated with Tenant, (iv) the proposed sublease provides that the fixed rental, tax and expense escalation payments, electricity payments and additional rental payments at the time of attornment to Landlord shall, if necessary, be increased (but not decreased) to equal the allocable (i.e., on a rentable square foot basis) payments of Fixed Rent, tax and expense escalation and other Article 4 payments, electricity

payments and additional rental payments as are due and payable by Tenant under this Lease ("Tenant's Pro Rata Rent") for the balance of the Initial Term of this Lease and (if applicable) any Renewal Terms of this Lease, (v) the proposed sublease does not give the subtenant any right to extend the term of its sublease beyond the Expiration Date of this Lease, as that date may have been theretofore, or may thereafter be, extended in accordance with the terms of this Lease, (vi) the proposed sublease imposes no obligations on Landlord to do any work to prepare the proposed sublease premises for the occupancy of the subtenant or provide any work allowance to the subtenant which would be binding on the Landlord (however, Landlord agrees that it shall be bound by any offset for any such unperformed work, or unpaid work allowance to the extent such offset does not reduce the subtenant's rent below Tenant's Pro Rata Rent), (vii) the proposed sublease gives no greater rights to the subtenant than Tenant has under this Lease nor imposes any greater obligations on the sublandlord which would be binding on Landlord than Landlord has under this Lease, and (viii) Landlord shall not be (A) liable for any act or omission of the subtenant's prior lessor, (B) subject to any credits, defenses or offsets (other than as expressly provided above) which the applicable subtenant may have against any prior lessor, or (C) bound by any payment of rental which the applicable subtenant may have made to any prior lessor more than thirty (30) days in advance. The term "Eligible Space" as used herein shall mean (i) an entire "end floor" (that is, the then

highest or lowest floor of the largest block of contiguous floors of the Demised Premises as constituted at the time in question (the "Block") together with any one or more full or partial floors (but not more than two (2) such partial floors and provided that such partial floors are located in substantially the same portion of their respective floors) which are contiguous to such "end floor", or (ii) any entire floor (together with any one or more full or partial floors contiguous thereto (but not more than two (2) such partial floors and provided that such partial floors are located in substantially the same portion of their respective floors) which is contiguous to an "end floor" which is the subject of a sublease with respect to which Landlord previously gave a Subtenant SNDA to a subtenant not then in monetary or material non-monetary default beyond any applicable notice and grace period provided in its sublease.

8.02 If this Lease shall be assigned or sublet as permitted hereunder, such assignee or subtenant shall be permitted to further assign this Lease or sublet in whole or in part the premises sublet to such subtenant under the same terms and conditions as Tenant would be permitted to assign or sublet under this Lease (it being acknowledged that such further assignments or sublettings to a party other than a Successor or Affiliate of Tenant will be subject to Landlord's Recapture Option), as if such assignee or subtenant were Tenant; provided, however, that any such assignment or subletting to a party other than a Successor or Affiliate of Tenant shall be

subject to Landlords prior written consent, not be unreasonably withheld. For purposes of this Article, "assignments" shall include a transfer of a majority of the equity interests (whether stock, partnership, membership, or otherwise) in the Tenant entity or the subtenant entity, as applicable.

8.03 If this Lease shall be assigned, or if the Demised Premises or any part thereof be sublet or occupied by any person or persons other than Tenant (whether as permitted hereunder or not), Landlord may, after default by Tenant (including, without limitation, Tenant assigning or subletting in violation of this Article 8) and upon notice thereof from Landlord to such assignee or subtenant, collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a waiver of the covenants in this Article, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease except as otherwise expressly set forth herein. Landlord's consent to any assignment or subletting shall not relieve Tenant of the obligation to obtain Landlord's consent with respect to a further assignment or subletting if and to the extent such consent is expressly required under this Lease.

8.04 A. Each permitted assignee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with

Tenant for the payment of the Rent and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the remaining term of this Lease. No assignment (other than an assignment to Landlord in connection with Landlord's Recapture Option) shall be effective unless Tenant shall have delivered to Landlord a duplicate original of the instrument of assignment containing a covenant of assumption from and after the effective date of such assignment by the assignee of all of the executory obligations aforesaid. Any modifications, amendments or changes to this Lease made by an assignee shall not be binding upon the assignor (or any previous Tenant) if same shall be made without the consent of such assignor or previous Tenant, but assignor (or such previous Tenant) shall continue to be bound by the terms of this Lease without regard to such modification, amendment or change.

B. In the event of an assignment of this Lease, except with respect to an assignment to a Tenant's Affiliate (or if Named Tenant has been released from liability under this Lease in accordance with the express provisions of this Lease), (i) Landlord shall send copies of all "default notices" given to an assignee of this Lease to the Named Tenant, and (ii) the Named Tenant shall have the right to cure any such defaults of such defaulting assignee as set forth below. The Named Tenant shall have ten (10) Business Days to cure such default if the same is a monetary default and thirty (30) Business Days to cure such default if the same is a

non-monetary default, or such longer period of time as may be reasonably required to cure such default if the said default is of a nature that the same cannot be completely cured or remedied by the then Tenant hereunder within said thirty (30) Business Day period, provided the then Tenant or the Named Tenant shall diligently commence curing such default within said thirty (30) Business Day period, and shall thereafter with reasonable diligence and in good faith proceed to remedy or cure such default. Landlord may not terminate this Lease for a default of an assignee until the Named Tenant is given copies of such "default notices" and the cure periods for the Named Tenant to cure such default as provided herein above have expired (but the foregoing shall not affect Tenant's obligation to pay any and all late charges or interest otherwise accrued under this Lease). The provisions of this Section 8.04.B shall survive the termination of this Lease, provided, however, that with respect to an assignment to a Tenant's Affiliate or if Named Tenant has been released from liability under this Lease in accordance with the express provisions of this Lease, Landlord shall have the right to terminate this Lease without giving any such default notices to Named Tenant.

8.05 Anything herein contained to the contrary notwithstanding, Tenant shall not advertise or list with brokers or include in trade or industry computerized listing services its space for assignment or subletting stating a rental rate lower

than the then Building rental rate for such space or naming Landlord or its leasing agent.

8.06 With respect to each and every sublease or subletting, it is further agreed as follows:

(a) no subletting shall be for a term ending later than one day prior to the Expiration Date of this Lease and any subletting shall be only for a use which is in accordance with the provisions of Section 5.01 hereof;

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

(c) subject to the provisions of any Subtenant SNDA, if applicable, each sublease shall provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that, in the event of termination, reentry or dispossession by Landlord under this Lease, Landlord may, at its option, either terminate such sublease or take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be liable or bound in any way greater than it would otherwise have been if Landlord had entered into a Subtenant SNDA as set forth in Section 8.01.C hereof with such subtenant.

8.07 Landlord shall not withhold its consent to another tenant of the Building subletting its premises or assigning its lease in the Building to Named Tenant only (provided such other tenant is so subletting or assigning in accordance with the applicable provisions of its lease) in order for Named Tenant to meet its space needs; provided, however, that Named Tenant must first lease space in the Building from Landlord at a fair market rental value before subletting or accepting an assignment from such other tenant to meet Named Tenant's space needs, but only if such space is (i) comparable to the space Named Tenant desires to sublet or take by assignment from another tenant (taking into account size, configuration, buildout and location in Building, including the elevator bank servicing such space and whether such space is contiguous to the Initial Office Space), (ii) then available (or is reasonably expected to be available within the following nine (9) months), (iii) is available for a term comparable to that being offered by the other tenant, and (iv) is available at then fair market terms (including, without limitation, in respect of Rent, rent concessions, work allowance and services) and (v) reasonably fulfills Named Tenant's space needs. The fair market rental value for such space shall be as set forth in and determined in accordance with the provisions of Section 34.04 hereof. Any dispute arising under clause (iv) above with respect to fair market rental value which cannot be resolved by the parties within thirty (30) days shall be submitted to, and the rent shall be determined by, arbitration in accordance with, the applicable

provisions of Article 34 hereof. Any other disputes arising in connection with this Section 8.07 may be submitted to arbitration in accordance with Article 25 hereof.

8.08 Tenant may permit up to ten percent (10%) of the RSF in the aggregate of the Demised Premises to be occupied on a temporary basis, at any time and from time to time, by any clients, agents, or independent contractors of Tenant which continue to maintain a business relationship with Tenant (such persons who shall be permitted to occupy portions of the Demised Premises pursuant to this Section 8.08 being hereinafter referred to as "Permitted Occupant", or collectively as the "Permitted Occupants"), without the consent of Landlord, provided that (i) the portion of the Demised Premises occupied by any such occupant and the portion of the Demised Premises occupied by Tenant shall not be separated by demising walls in such manner as to create separate entrances from the elevator lobby, if the entire floor is otherwise occupied solely by Tenant, or from the common hallway, if the entire floor is not otherwise occupied solely by Tenant, (ii) there shall be no separate identification of such occupants in the lobby of the Building (other than the permitted listings in the Building directory), (iii) Tenant shall receive no rent, payment or other consideration in connection with such occupancy in excess of the pro rata portion of the rent payable by Tenant hereunder in respect of such space other than any nominal rent payments or other consideration for actual services rendered or provided to or for such occupant, (iv) the Permitted Occupants shall use the Demised

Premises in conformity with all of the applicable provisions of this Lease, (v) the occupancy by Permitted Occupant shall not materially increase the traffic through the lobby of the Building, or materially increase Landlord's operating expenses, or materially increase the burden on existing cleaning services or elevators, and (vi) Tenant shall notify Landlord at least ten (10) days prior to the date when any Permitted Occupant occupies space in the Building of the name of the Permitted Occupant, the relationship of Tenant and such Permitted Occupant, and the portion of the Demised Premises to be occupied. Occupancy of the Demised Premises by any such Permitted Occupant shall not vest any right or interest in this Lease in such Permitted Occupant.

8.09 Tenant shall pay to Landlord, within fifteen (15) Business Days of written request therefor together with appropriate back-up documentation, the commercially reasonable, actual, out-of-pocket third party legal fees (but not legal fees of attorneys who are employees of a Landlord Entity) incurred by Landlord in connection with a proposed assignment or subletting by Tenant.

ARTICLE 9

SUBORDINATION, NON-DISTURBANCE, ESTOPPEL CERTIFICATE

9.01 Landlord's right, title and interest in and to its leasehold estate and to the Building are derived from and under the Net Lease. Tenant shall comply with those provisions of the Net Lease and the REOA which are applicable to

Tenant's obligations under this Lease and shall not, in its capacity as Tenant hereunder (as opposed to in its capacity as the Net Lessor under the Net Lease), take, fail to take or permit to be taken or not taken any action which would cause a default by Landlord under the Net Lease or the REOA. If the Named Tenant is the Tenant under this Lease, then any action or inaction of Tenant shall be deemed to be in compliance with any applicable provisions of the Net Lease provided that Net Lessor is not claiming Landlord is in default under the Net Lease as a result of any such action or inaction by Tenant. Tenant acknowledges that its rights under this Lease are subject and subordinate to the Net Lease and the REOA and acknowledges any obligations which Tenant might have to confirm and/or acknowledge the same and/or execute and deliver documentation confirming, acknowledging and/or evidencing the same.

9.02 A. Subject to the other terms of this Section 9.02, this Lease is and shall be subject and subordinate in all respects to (a) the Net Lease and any other ground leases, overriding leases and underlying leases of the Land and/or the Building now or hereafter existing and under which the Superior Lessor is not an Affiliate of Landlord, (b) the lien of all mortgages which may now or hereafter affect or encumber Landlord's interest in the Net Lease, the Land and/or the Building and all the terms, provisions, and conditions contained therein and under which the Superior Mortgagee is not an Affiliate of Landlord, and to each and every advance

made or hereafter to be made under such mortgages, and (c) all renewals, modifications, consolidations, replacements and extensions of such Net Lease, leases, or mortgages. Landlord shall not terminate, surrender, renew, modify, amend, consolidate, replace or extend the Net Lease in any manner that would have a monetary (except to a de minimis extent) or material non-monetary adverse impact on Tenant. This Section shall be self-operative and no further instrument of subordination shall be required; provided, however, as an express condition of each such subordination, Landlord shall obtain from any present or future Superior Mortgagee and/or Superior Lessor (including the Net Lessor), respectively, a non-disturbance agreement (the "SNDA Agreement") substantially in the form annexed hereto as Exhibits K and L, respectively or, if such party is an Institutional Investor, such form which is then customarily used by such party, with such reasonable modifications as Tenant may request (provided that Tenant shall not be entitled to request modifications to any provision of such form that would be more favorable to Tenant than the provisions of the form annexed hereto as Exhibit K or L and provided that such form does not increase Tenant's obligations or reduce Tenant's rights or decrease Superior Mortgagee's or Landlord's obligations in any material way different than Exhibits K and L). If any Superior Lessor (other than Net Lessor) or Superior Mortgagee refuses to sign the applicable SNDA, this Lease shall not be subject to the applicable lease or mortgage and the same shall not be deemed a Superior Lease or Superior Mortgagee,

as applicable. The leases to which this Lease is, at the time referred to, subject and subordinate pursuant to this Article are herein sometimes called "Superior Leases", and references to Superior Lessors are intended to include the successors in interest of Superior Lessors. The mortgages to which this Lease is, at the time referred to, subject and subordinate and any modifications, extensions or replacements thereof are hereinafter sometimes collectively called "Superior Mortgages," and references to Superior Mortgagees are intended to include the successors in interest of Superior Mortgagees. Purchasers at a foreclosure of a Superior Mortgage sale or by deed in lieu of foreclosure shall not be subject to the provisions of this Lease which are expressly stated not to be binding on Superior Mortgagees.

B. Except for any amounts required to be deposited with Landlord pursuant to the terms of this Lease in connection with the payment of insurance premiums, taxes and assessments, Expenses, Taxes and other similar charges, Tenant shall not pay rent or other sums payable under this Lease to Landlord for more than one (1) month in advance.

9.03 Tenant further agrees (a) that upon receipt from the Mortgagee of notice that an "Event of Default" (as defined in such Mortgage) exists, Tenant shall pay directly to the Mortgagee all rent thereafter accruing, and the receipt of such rent by the Mortgagee shall be a release of Tenant to the extent of all amounts so paid, (b) that without impairing the rights under the Mortgage, the Mortgagee

may, at its option, at any time and from time to time, release to Landlord rent so received by the Mortgagee, or any part thereof, (c) that the Mortgagee shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of rent, but shall be accountable only for rent that it shall actually receive, and (d) to execute and deliver to the Mortgagee such documents as the Mortgagee may reasonably request to evidence or effectuate the above agreements which are consistent with the foregoing and do not reduce Landlord's or Mortgagee's obligations or Tenant's rights or increase Tenant's obligations.

9.04 In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise such right (i) until it has given written notice of such act or omission to each Superior Mortgagee and Superior Lessor whose name and address shall previously have been furnished to Tenant in writing, and (ii) until a reasonable period (but subject to the terms and provisions of any applicable SNDA Agreement) for remedying such act or omission shall have elapsed following the giving of such notice (which reasonable period shall in no event exceed the later of one hundred eighty (180) days following the giving of such notice or the period to which Landlord would be entitled under this Lease after similar notice), to effect such remedy, provided such Mortgagee or Lessor shall promptly give Tenant written notice of intention to, and commence and

with due diligence continue to, remedy such act or omission. The foregoing provisions of this Section 9.04 shall not be deemed to create any obligation of a Superior Mortgagee or a Superior Lessor to remedy any act or omission of Landlord.

9.05 If a Superior Mortgagee or Superior Lessor shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or the granting of a deed in lieu of foreclosure, then at the request of such party so succeeding to Landlord's rights ("Successor Landlord"), Tenant shall attorn to and recognize Successor Landlord as Tenant's landlord under this Lease and such attornment shall be self operative, but Tenant shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and are applicable after such attornment except that, subject to the terms of any SNDA, Successor Landlord (unless such Successor Landlord shall be an Affiliate of Landlord) shall not:

(i) be liable for any previous act or omission of Landlord under this Lease (it being understood that the foregoing is not intended to relieve Successor Landlord of any liability arising by reason of its acts or omissions from and after the date it succeeds to the interests of Landlord);

(ii) be subject to any offset or defenses that Tenant may have against Landlord, which shall have heretofore accrued to Tenant against Landlord other than credits that Tenant may have against additional rent; or

(iii) be bound by any previous material modification of this Lease entered into after Tenant has been notified of the existence and identity of such Superior Mortgagee or Superior Lessor and of its address for notices, not expressly provided for in this Lease or not consented by such Superior Mortgagee or Superior Lessor;

(iv) be bound by any previous prepayment of more than one month's Fixed Rent, unless such prepayment shall have been expressly approved in writing;

(v) be liable for the return of any monies paid to or on deposit with any prior landlord, except to the extent such monies or deposits are delivered to such Successor Landlord;

(vi) be obligated to make any repairs to the Demised Premises which were the obligation of any prior landlord unless such obligation first arises or continues after the date Successor Landlord succeeds to the interest of Landlord; or

(vii) be liable for the payment of any monies owed by any prior landlord to Tenant, subject to Tenant's express offset rights set forth in this Lease.

9.06 Intentionally Omitted.

9.07 If, in connection with obtaining financing of Landlord's interest in the Building, or of any Superior Lease (including the Net Lease), an Institutional Investor shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not withhold, delay or defer its consent thereto, provided that such modifications do not increase the financial or other obligations of Tenant hereunder or adversely affect Tenant (or any rights granted to Tenant under this Lease or the leasehold interest hereby created), or impose any additional burden on Tenant or adversely affect Tenant's use and enjoyment of the Demised Premises, except in an immaterial way, or reduce Landlord's obligations hereunder, except in an immaterial way.

9.08 The parties agree, at any time and from time to time on reasonable occasions, upon not less than twenty (20) days' prior notice by the other, to execute, acknowledge and deliver to the other, a statement in writing addressed to the other certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the Fixed Rent, additional

rental and other charges have been paid, and stating whether or not to the actual knowledge of the signer of such certificate (who shall be an authorized officer of the applicable party who has reasonably sufficient knowledge with respect to this Lease), there exists any default in the performance of any covenant, agreement, term, provision or condition contained in the Lease, and, if so, specifying each such default of which such signer may have knowledge, and such other information which may, from time to time, be reasonably requested by a Superior Mortgagee or a Superior Lessor or a subtenant or a proposed assignee, it being intended that any such statement delivered pursuant hereto may be relied upon by the other and by any mortgagee or prospective mortgagee of any mortgage affecting Landlord's interest in the Net Lease, the Building, or the Land, and by any landlord under Superior Lease, including the Net Lease, or both or by any proposed assignee or subtenant; provided that (although the certifying party shall be bound by such statement) neither Landlord nor Tenant shall have any liability for damages to any of the foregoing parties as a result of any misstatement contained in any such statement.

9.09 Upon the request of (1) Landlord, in the event of a proposed sale of Landlord's interest in the Net Lease or the Building, provided the buyer has signed a letter of intent, or a proposed financing of Landlord's interest in the Net Lease or the Building, provided each proposed lender has confirmed in writing that such party is considering participating in the proposed loan, but must first review and

approve the Financial Statements, or otherwise not more than once every twelve (12) months), or (2) an existing Superior Mortgagee (either of Landlord or such Superior Mortgagee being herein called a "Requesting Party"), Tenant shall promptly (but in no event more than ten (10) Business Days after written request therefor) furnish to such Requesting Party (i) if the Named Tenant is not the Tenant hereunder, the latest financial statements of Tenant prepared in accordance with GAAP and certified by Tenant's regularly employed independent certified public accountant, or (ii) if the Named Tenant is the Tenant hereunder, or so long as Named Tenant remains liable under this Lease, the most recent Annual Statement of Financial Condition of Named Tenant certified by an independent certified public accounting firm, subject to any exceptions noted in the opinions of such firm with respect to such Annual Statement (such financial statements or Annual Statement, as applicable, the "Financial Statements"). To the extent same shall not be available to the Requesting Party in the public domain, such Financial Statements shall be furnished to the Requesting Party on a strictly confidential basis and only if the Requesting Party shall agree in writing to hold same accordingly and not to disclose the contents of same either in full, summary, abstract or otherwise, except to the Requesting Party's advisors, accountants, partners, other consultants, and holders of securities issued by the Requesting Party or as required by law or regulatory authorities in connection with such securities, subject to each of said parties being advised to hold same confiden-

tial as aforesaid, subject, however, to Named Tenant's Freedom of Information policies as set forth by the Commissioners of The Port Authority of New York and New Jersey.

ARTICLE 10

ENTRY; RIGHT TO CHANGE PUBLIC PORTIONS OF THE BUILDING

10.01 Subject to the provisions of this Article 10, Tenant shall permit Landlord to erect, use and maintain pipes, ducts, cabling and conduits in and through the Demised Premises in concealed locations beneath floors, behind core or perimeter walls or within existing column enclosures and above ceilings provided the same do not have a material and adverse effect on Tenant and, provided, further, however, that, to the extent there are alternative locations for such pipes and conduits outside of the Demised Premises (which are permitted by Law and provide substantially the same service at no material additional cost to Landlord), Tenant shall have the right to require Landlord to use such alternative locations provided the required work can be performed in substantially the same time and for substantially the same cost. Subject to the provisions of this Article 10, Landlord or its agents or designees shall have the right to enter the Demised Premises, during Business Hours or non-Business Hours and upon prior reasonable notice (except in an emergency), for the purpose of making such repairs or alterations as Landlord shall be required or shall

have the right to make by the provisions of this Lease. Landlord shall repair any damage caused by such repairs or alterations, including, without limitation, repair (or replacement as necessary) of all Tenant finishes in substantially the same condition existing prior to such damage except to the extent such damage is caused by Tenant's acts or omissions. Subject to the provisions of this Article 10, Landlord shall also have the right on reasonable prior notice during Business Hours and in co-ordination with Tenant so as not to unreasonably disrupt Tenant's business operations to enter the Demised Premises for the purpose of inspecting them or exhibiting them to prospective purchasers or lessees of the Building (other than space tenants) or to prospective mortgagees or to prospective assignees of any such mortgagees.

Landlord shall be allowed to take such material as shall be required for such day's work (provided that if excess material does not unreasonably interfere with Tenant's business and use of the Demised Premises, then Landlord can take such reasonable amounts of material as is required for a commercially reasonable period not to exceed five (5) Business Days) into and upon the Demised Premises during periods when work is in progress (it being expressly understood and agreed that Landlord shall not store any materials in the Demised Premises during the performance of such work except to the extent that such storage does not unreasonably interfere with Tenant's business and use of the Demised Premises and is for a period of five (5) Business Days or less), without the same constituting an actual or constructive

eviction of Tenant in whole or in part and the rent reserved shall in no wise abate (except as otherwise provided in this Lease) while said repairs or alterations are being made. Landlord shall clean up all work areas at the end of each day or block off such work areas in a manner that does not unreasonably interfere with Tenant's business and use of the Demised Premises.

10.02 During the twenty-four (24) months prior to the expiration of the Term, if the Term shall not have been extended or renewed, Landlord may exhibit the Demised Premises to prospective tenants, upon prior reasonable notice to Tenant and in coordination with Tenant so as not to unreasonably disrupt Tenant's business.

10.03 Landlord shall use its commercially reasonable efforts to minimize interference with Tenant's access and use or occupancy of the Demised Premises in making any repairs, alterations, additions or improvements and in inspecting and exhibiting the Demised Premises, and all of the foregoing shall be performed by Landlord with all reasonable diligence; provided, however, that Landlord shall have no obligation to employ contractors or labor at so-called overtime or other premium pay rates or to incur any other overtime costs or expenses whatsoever, except that Landlord, at its expense, shall employ contractors or labor at so-called overtime or other premium pay rates if necessary to make any repair required to be made by it hereunder to remedy any condition that either (i) results in

a denial of reasonable access to the Demised Premises, or (ii) constitutes an imminent threat to the health or safety of any occupant of the Demised Premises, or (iii) other than in connection with repairs necessitated by fire and other casualty, materially interferes with Tenant's ability to conduct its business in the Demised Premises. In all other cases, at Tenant's request, Landlord shall employ contractors or labor at so-called overtime or other premium pay rates and incur any other overtime costs or expenses in making any repairs, alterations, additions or improvements, provided Tenant shall pay to Landlord, as additional rent, within thirty (30) days after demand, an amount equal to the difference between (x) the overtime or other premium pay rates, including all fringe benefits and other elements of such pay rates, and (y) the regular pay rates for such labor, including all fringe benefits and other elements of such pay rates. In making any repairs, alterations, additions or improvements, Landlord shall use reasonable efforts to cause its contractors or labor to cover and secure such repair areas and equipment in such a manner to minimize interference with Tenant's business operations. If more than one occupant of the Building, including Tenant, is chargeable by Landlord for the same overtime costs and expenses relating to the same work for which Tenant is chargeable, then Tenant shall only be charged for a proportionate share of such overtime costs and expenses, which apportionment shall be based on the amount of overtime work requested by such parties. Landlord shall indemnify and hold Tenant harmless from and against any

and all damage to Tenant's property or from any and all other damage, fine, suit, loss, claim, liability, cost or expense of any kind or nature (including, without limitation, reasonable attorneys' fees and disbursements but not including consequential or business losses or damages) arising out of the performance of maintenance or repairs performed by Landlord, or Landlord's employees, agents or contractors except to the extent same is due to the negligence or willful misconduct of Tenant. Tenant shall have the right to designate, by written notice to Landlord, areas within the Demised Premises (including, without limitation, any area containing a safe or any central computer or telephone equipment) as secure areas to which Landlord shall not have access without being accompanied by a representative of Tenant (except in the case of an emergency). Landlord shall not be required to provide cleaning services to such areas if Tenant does not provide access thereto to Landlord's cleaning personnel in a manner and at such times as are commercially reasonable. Furthermore, except in the event of an emergency and as otherwise permitted under this Lease, in all other cases Landlord shall not enter the Demised Premises unless a representative of Tenant is present, which representative Tenant agrees to have present at the Demised Premises upon reasonable notice from Landlord. Notwithstanding anything herein to the contrary, in the event that Landlord and its agents, representatives, contractors and employees desire to enter the Demised Premises in order to perform work on portions of the Building other than the Demised Premises, then Landlord shall have

the right to enter the Demised Premises in such case only if it is reasonably necessary to enter the Demised Premises in order to perform such work.

10.04 Tenant shall have, throughout the term of this Lease, a right of access through all other tenant spaces to the extent Landlord has the right to grant Tenant such access (and other tenants shall have a right of access through the Demised Premises provided Tenant may require that it be present during such access) as necessary, to install, service, maintain and repair cables, conduits, risers, piping, etc. running through the Building for which Tenant (or, as applicable, other tenants) is (or are) permitted or required to install, service, maintain and repair, provided that the party desiring access (i.e., Tenant or other tenants, as applicable) shall (a) provide Landlord and the party whose space is affected with reasonable prior written notice of the need for such access, (b) schedule such access so as not to unreasonably interfere with the affected party's business or inconvenience other tenants of the Building, (c) install cables, wires, etc. through conduits if such installation is made outside of their respective demised premises, (d) repair, at the accessing party's expense, any damage to the Building or the accessed space arising out of such access, and (e) indemnify and hold Landlord and the party whose space is affected harmless from and against any cost, claim, liability, damage or expense (including, but not limited to, reasonable attorneys' fees) incurred by such party as a result of permitting such access and work. Tenant acknowledges that Landlord may

not have the right to grant Tenant access through other tenant spaces. Landlord shall use all commercially reasonable efforts to provide access to Tenant through public or common areas (rather than tenantable areas) on all floors of the Building for the purposes of the foregoing repairs or maintenance by Tenant.

10.05 Landlord shall have the right from time to time to alter the Building and, without the same constituting an actual or constructive eviction, to change the arrangement or location of entrances or passageways, doors and doorways, and corridors, stairs, toilets, or other public parts of the Building, provided that such alterations or changes do not interfere (other than to de minimis extent) with Tenant's layout, use or enjoyment of the Demised Premises, or access to the Building or Demised Premises.

ARTICLE 11

LAWS, ORDINANCES, REQUIREMENTS OF PUBLIC AUTHORITIES

11.01 Tenant shall, at Tenant's expense, comply with any and all present and future governmental laws, rules and regulations, ordinances, enactments, resolutions, requirements, orders and directions which are applicable to the Building, including, without limitation, pursuant to the Port Authority Manual, as same are administered by Net Lessor in the exercise of its functions as the owner of the World Trade Center under the provisions of the World Trade Center Legislation and/or by

the Code Compliance Office, or which may otherwise be applicable to the Demised Premises (hereinafter collectively referred to as "Legal Requirements" or "Laws") which Legal Requirements or Laws impose any violation, order or duty upon Landlord or Tenant arising from Tenant's particular manner of use of the Demised Premises (in contrast to use by Tenant for customary office purposes) or any Alterations (or installations made therein by or at Tenant's request or required by reason of a breach of any of Tenant's covenants or agreements hereunder). Tenant shall be responsible for compliance with Legal Requirements relating to (i) Ancillary Uses (other than customary office use), except that, if the Named Tenant is the Tenant hereunder, such Ancillary Uses shall be deemed to be in compliance with any Legal Requirements of Net Lessor or the Code Compliance Office unless Net Lessor or the Code Compliance Office is claiming that Landlord is in violation of such Legal Requirement as a result thereof, (ii) relating to Alterations in accordance with the provisions of Article 13, or (iii) relating to any breach or violation of the Legal Requirements that arises from the negligence or willful misconduct of Tenant or its employees, independent contractors, or invitees. Tenant shall not be required to comply with Legal Requirements or Laws for so long as Tenant shall be contesting in good faith, through appropriate proceedings brought in accordance with applicable Law at Tenant's cost and expense, Tenant's obligation to comply therewith, provided (i) Landlord shall not be subject to criminal penalty or to prosecution for a crime, or

any other fine or charge (unless Tenant pays such fine or charge and any interest accrued thereon, in each case, on or prior to the due date therefor); (ii) the Demised Premises or any part thereof or the Building or any part thereof be subject to being condemned, forfeited, defeased, encumbered or vacated by reason of non-compliance or otherwise by reason of such contest; (iii) no unsafe or hazardous condition, relating to such contest, then exists in the Demised Premises which remains unremedied; (iv) such non-compliance or contest shall not constitute or result in any default under any Superior Lease or Superior Mortgage or the REOA, or if any such Superior Lease and/or Superior Mortgage shall permit such non-compliance or contest on condition of the taking of commercially reasonable action or furnishing of commercially reasonable security by Landlord, and the applicable Superior Mortgagee or Superior Lessor shall so require, then such action shall be taken and such security shall be furnished at the expense of Tenant; (v) such non-compliance or contest shall not prevent Landlord from obtaining any and all permits and licenses then required under applicable Legal Requirements in connection with the operation of the Building; and (vi) Tenant shall notify Landlord thereof in advance and thereafter keep Landlord advised as to the status of such proceedings, including any settlement thereof. Tenant agrees to indemnify, defend and save Landlord harmless from and against any loss, liability, damage or expense arising out of any such deferral of compliance or contest, including reasonable attorneys' fees and disburse-

ments. Landlord agrees to execute any documents reasonably required by Tenant in order to permit Tenant effectively to carry on any such contest, provided Landlord is not thereby subjected to any cost or expense (other than de minimis costs or expenses) not reimbursed by Tenant or exposed to any liability or obligation on account thereof (other than to a de minimis extent). Notwithstanding anything to the contrary set forth in this Section 11.01 or elsewhere in this Lease, if the Named Tenant is the Tenant hereunder, Tenant's acts or omissions shall be deemed to be in compliance with any Legal Requirements or Laws of Net Lessor or the Code Compliance Office, provided that Net Lessor or the Code Compliance Office is not claiming that Landlord is in violation of such Legal Requirement or Law as a result of such acts or omissions of Tenant.

11.02 If Tenant receives written notice of any violation of law, ordinance, rule, order or regulation applicable to the Demised Premises, it shall give prompt notice thereof to Landlord, but no inadvertent failure to do so shall cause Tenant to suffer any liability hereunder.

11.03 Except as otherwise expressly set forth in this Lease, Landlord shall, at Landlord's expense (but subject to recoupment to the extent permitted under Article 4 hereof), comply with or cause to be complied with all Laws which are applicable to the Demised Premises and/or the Building including the public areas and common areas thereof and with respect to which Tenant is not obligated by

Section 11.01 or any other applicable provisions of the Lease to comply, including without limitation, the ADA (except that Tenant shall be responsible for ADA compliance (i) with respect to portions of the Demised Premises which comprise full floors, for the entire applicable floor (i.e., including core bathrooms), and (ii) within the Demised Premises only if the applicable portion of the Demised Premises shall constitute only a partial floor (i.e., not including core bathrooms), in each case to the extent same is required as a result of Tenant's Alterations performed after the date hereof), to the extent that the failure to effect such compliance would subject Tenant to liability or adversely affect, other than to a de minimis extent: (i) Tenant's use or occupancy of the Demised Premises for the uses permitted under Article 5 of this Lease, (ii) Tenant's access to the Demised Premises, (iii) the provision of Building services to the Demised Premises, (iv) Tenant's ability to perform Alterations which would otherwise be permitted hereunder, (v) the Building status as a Comparable Building, or (vi) the health or safety of the occupants and invitees of the Demised Premises. Landlord shall not be required to comply with any Laws for so long as Landlord shall in good faith be contesting, through appropriate proceedings brought in accordance with applicable Law, Landlord's obligation to comply therewith; provided Landlord's failure to comply has no material adverse affect on Tenant or its employees and shall not result in any criminal or other legal proceedings being brought or fines or penalties being issued against Tenant or its employees unless

Landlord agrees to pay and indemnify Tenant against such fines. Landlord shall indemnify Tenant against any reasonable cost or expense incurred by Tenant by reason of such contest by Landlord.

The foregoing shall not be deemed to effect or modify any obligations of Landlord under the Net Lease with respect to compliance with Laws.

11.04 Intentionally Omitted.

11.05 Neither Landlord nor Tenant shall be liable for any special or consequential damages incurred by reason of such party's failure to comply with its obligations under this Article 11.

ARTICLE 12

REPAIRS

12.01 Except for those repairs which are Landlord's responsibility under this Lease, Tenant shall take good care of the Demised Premises and the fixtures installed therein, keep same in good order and repair, and repair any non-structural damage thereto. Subject to Section 17.03 below, all damage or injury, whether structural or non-structural, to the Building (excluding the Demised Premises), unless such damage or injury is covered by Landlord's insurance or would be covered by Landlord's insurance if Landlord were carrying the proper insurance required of it pursuant to this Lease, or would be covered but for the deductible applicable under Landlord's insurance policy, or to its fixtures, glass, appurtenances

and equipment, caused by the negligence or willful acts of Tenant, its employees, agents, licensees, or invitees shall be repaired, restored or replaced promptly by Tenant at Tenant's sole cost and expense, except to the extent such repairs are necessitated by reason of the negligence or wilful misconduct of Landlord, any other tenant of the Building or the World Trade Center, or Landlord's employees, agents, licensees or invitees and provided that, at Landlord's election upon not less than twenty (20) Business Days prior written notice, any such structural repairs shall be performed by Landlord and Tenant shall reimburse Landlord, within thirty (30) days of demand therefor, for the actual, commercially reasonable, out-of-pocket costs and expenses incurred by Landlord in connection therewith. All aforesaid repairs, restorations and replacements shall be in quality and class equal to the original work or installations to the extent practicable and shall be done in a good and workmanlike manner and if performed by Tenant, shall be performed in accordance with the provisions of this Lease including, without limitation, Article 13 hereof. Nothing herein shall be deemed to require Tenant (i) to maintain, repair, replace, rebuild or paint any part of the elevator, utility, mechanical, electrical, communication and other systems outside of the Demised Premises which provide services and utilities to the Demised Premises unless the damage outside the Demised Premises is caused by Tenant, or its directors, officers, members, employees, agents, representatives, contractors, guests or invitees, (ii) to maintain, repair, replace, rebuild or paint the

perimeter convactor units in the Demised Premises unless the damage thereto is caused by Tenant, or its officers or employees, directors, officers, members, employees, agents, representatives, contractors, guests or invitees, (iii) to maintain, repair, replace, rebuild or paint any part of the vertical aspects of any elevator, utility, mechanical, electrical, communication and other system passing through the Demised Premises which provide services and utilities to Tenant or to other portions of the World Trade Center unless the damage to such vertical aspects is caused by Tenant, or its directors, officers, members, employees, agents, representatives, contractors, guests or invitees or as a result of Tenant's connection to such vertical aspects, or (iv) to maintain, repair, replace, rebuild or paint any part of the Demised Premises or the World Trade Center which is damaged or destroyed by the negligent acts or omissions or willful misconduct of Landlord, or its directors, officers, members, employees, agents, representatives, contractors, guests or invitees. Tenant, at Tenant's expense, shall repair and keep in good working order those portions of the Building systems located within and exclusively serving the Demised Premises, provided, however, that Landlord shall be responsible for (i) the electrical system serving the Demised Premises up to and including the main buss duct disconnect switches (but not Tenant's fuses), (ii) the (A) entire domestic water plumbing system on those floors of the Demised Premises which do not constitute full floors of the Building (unless such portion of the Demised Premises shall contain private wash-

room facilities or pantries, in which event Landlord's obligation with respect to such washrooms or pantries shall be limited to the base building plumbing system servicing same), and (B) the domestic water plumbing system up to and including the stop valves, pressure reducing valves, and water hammer arresters on those floors of the Demised Premises which constitute full floors of the Building, (iii) the plumbing drain riser and stack system (with Tenant being responsible for drain lines from the stack to the applicable plumbing fixtures, including any private bathrooms and shower facilities, but not the core bathrooms (including all fixtures and piping therein) which core bathrooms, fixtures and piping shall be maintained and repaired by Landlord, at Landlord's expense except that Tenant shall reimburse Landlord for the reasonable costs incurred in connection with remediating clogs in the waste stack if same are established to have been caused by Tenant), (iv) the existing dedicated power feeds to the 70th floor of the Building up to and including the load side of substation circuit breaker or disconnect switch, (v) the (A) entire sprinkler system on those floors on the Demised Premises which do not constitute full floors of the Building, and (B) sprinkler system up to and including the stop valves, tamper switches and flow devices on those floors of the Demised Premises which constitute full floors of the Building, (vi) the (A) entire HVAC perimeter induction unit system (including the induction units) on those floors on the Demised Premises which do not constitute full floors of the Building, and (B) HVAC perimeter induction unit system

up to (but not including) the induction units on those floors on the Demised Premises which constitute full floors of the Building, (vii) the HVAC system up to and including the main air valve, (viii) the condenser water system up to and including the main stop valves at the applicable riser, (ix) all speakers, strobes, passenger and freight elevator lobby smoke detectors, area smoke detectors (e.g., terminal strip cabinets, ALD terminal cabinets, transponders, and smoke detectors located in the base building electric telephone and fire alarm closets), tenant subsystem devices interfacing with the base building systems, plenum smoke detectors and all associated cable and base building water flow and tamper switches (with Tenant responsible for Tenant's proprietary subsystems (pre-action, gas, and smoke detectors)), and (x) all elevators servicing the Demised Premises or the Building.

12.02 Subject to the applicable provisions of Article 17 and Article 18 hereof, except for those repairs which are expressly required to be made by Tenant pursuant to Section 12.01 above or any other provisions of this Lease, Landlord shall, at Landlord's expense, and with reasonable diligence, make all repairs and replacements, structural and otherwise, necessary or desirable to the Building (excluding the Demised Premises unless otherwise expressly provided in this Lease) in order to keep in good order and repair consistent with Comparable Buildings (a) all structural portions of the Building (whether located within or outside of the Demised Premises), such as, by way of example only, the roof,

foundation, footings, exterior walls, load-bearing columns, floor slabs, windows and sashes, (b) all areas outside of the Demised Premises of the Building, including common areas, to the extent such areas serve or affect the Demised Premises or Tenant's use thereof, including, without limitation, all areas licensed to Tenant under this Lease and all elevators, corridors, lobbies, core lavatories (including all fixtures therein), core electric closets, core telecommunication closets, core janitor closets, mechanical rooms and the pavement materials, curbs and sidewalks adjacent to the Building, and (c) all Building systems serving the Demised Premises and the common and public service areas of the Building to the extent such areas serve or affect the Demised Premises or Tenant's use thereof, including, without limitation, all elevators servicing the Demised Premises and the Building (except that Tenant shall reimburse Landlord, within ten (10) days of written request therefor, for the reasonable, out-of-pocket costs of maintaining the dumbwaiter and dedicated kitchen elevator located in the Cafeteria) and the plumbing, electrical, mechanical, HVAC, fire protection, life safety and sprinkler systems of the Building, in each case through the Term, and in such manner as is consistent with the maintenance, operation and repair standards of Comparable Buildings. In addition, Landlord shall perform all work necessary, at Landlord's sole cost, to ensure that the enclosure of the Building for each floor of the Demised Premises, including, without limitation, the roof and all windows, shall be weather tight and free of leaks. All damages caused by any such

leaks (excluding special and consequential damages) shall be repaired by Landlord at Landlord's sole cost and expense. Landlord shall use its commercially reasonable efforts to maintain and comply with the terms of customary warranties in connection with the installation by Landlord in the Building of any item, if the cost of maintaining, repairing and replacing such item would otherwise be payable by Tenant, whether by way of Expenses or otherwise. If Landlord fails to use its commercially reasonable efforts to obtain and comply with the terms of any such customary warranty, then Tenant shall not be responsible for the cost of any maintenance, repair or replacement thereof (by means of reimbursement or as part of Expenses or otherwise) if and to the extent that the same would have been covered by such a customary warranty.

ARTICLE 13

ALTERATIONS; FIXTURES

13.01 Tenant shall make no alterations, installations, additions or improvements in or to the Demised Premises or the electrical, plumbing, mechanical or heating, ventilating and air-conditioning systems serving the Demised Premises, nor perform any work required or permitted to be performed by Tenant under this Lease, including, without limitation, pursuant to Articles 6, 7, 11 and 12 hereof (collectively, "Alterations") except in compliance with the provisions of this Article 13. Tenant shall make no Alteration which constitutes a Material Alteration without

Landlord's prior consent, which consent shall not be unreasonably withheld or delayed. Alterations which do not constitute Material Alterations and cost (exclusive of mere decorative Alterations (e.g., painting, carpeting and floor and wall coverings)) less than \$1,000,000 in the aggregate (such \$1,000,000 floor to be increased each year after the Commencement Date by the percentage increase in the CPI, if any), may be made by Tenant without Landlord's approval provided that Tenant (i) provides Landlord with at least five (5) Business Days' prior notice of such Alterations, (ii) complies with the other applicable provisions of this Article 13, (iii) schedules such work with Landlord (with Landlord and Tenant to reasonably coordinate and co-operate with respect to such scheduling), and (iv) provides not less than five (5) Business Days before proceeding with any work (a) plans for the work where Tenant obtains the same or where plans are required by the applicable Law or (b) drawings and/or a description of such work where such plans are not so required. Landlord's consent shall be required but not be unreasonably withheld or delayed with respect to any Alterations that do not constitute Material Alterations but that cost more than \$1,000,000 in the aggregate (as such threshold amount shall be increased as set forth in the preceding sentence), provided, however, that Landlord's consent shall not be required for any Alterations which do not constitute Material Alterations if the Named Tenant is then the occupant of the portion of the Demised Premises in which the applicable Alterations are to be performed and Named Tenant

is then the fee owner of the premises demised under the Net Lease (and Named Tenant shall comply with the provisions of clauses (i), (ii), (iii), and (iv) of the preceding sentence in connection therewith). "Material Alterations" means any Alteration that (a) adversely affects the Building's structure, (b) affects the Building's exterior, or (c) affects the mechanical or utility systems of the Building or any space occupied by another tenant (other than to a de minimis extent). All Alterations shall be done, at Tenant's expense, in full compliance with all Laws. Subject to Section 13.03.D hereof and any applicable restrictions set forth in the Port Authority Manual or the Net Lease which are not waived by Net Lessor or the Code Compliance Office, Tenant may perform Alterations at such time as Tenant deems appropriate, both during Business Hours on Business Days and at other times; provided, that Regulated Work shall only be performed on any floor (the "Regulated Work Floor") of the Demised Premises during hours other than Business Hours when other tenants are in occupancy for the conduct of their business of all or any portion of the two (2) floors immediately above and/or below the Regulated Work Floor or if such Regulated work would affect, in Landlords reasonable judgement, any other tenant's use of its demised premises or the Building common areas used by other tenants of the Building (and Landlord shall require that its contractors and the contractors of each other tenant performing work on any floor of the Building which is located within two (2) floors above or below any floor of the Demised Premises perform Regulated

Work which affects Tenant's use of the Demised Premises for the conduct of its business or the Building common areas used by Tenant only during hours other than Business Hours). All Regulated Work shall be subject to Landlord's reasonable rules and regulations and Tenant shall schedule all such work with Landlord (with Landlord and Tenant to reasonably coordinate and co-operate with respect to such scheduling). For purposes of this Section 13.01 only, the term "Business Days" shall mean Monday through Friday exclusive of Holidays and the term "Business Hours" shall mean 8:00 A.M. to 6:00 P.M. If Tenant desires to perform any Alterations for which Landlord's consent is required pursuant to this Article 13 or which constitute Specialty Alterations (as defined below), Tenant shall submit six (6) sets of reasonably detailed plans and specifications for such Alterations or Specialty Alterations (which plans and specifications shall meet applicable requirements for review of plans and specifications by the Code Compliance Office) to Landlord and upon receipt thereof Landlord shall promptly comply with its obligations under Sections 13.06 through 13.15 hereof. If Landlord shall disapprove any Alteration for which Landlord's consent is required, Landlord shall set forth in writing in reasonable detail the reasons for such disapproval and shall itemize those portions of the plans and specifications therefor so disapproved. If Landlord shall fail to respond to Tenant's request for approval of any Alteration within fifteen (15) Business Days of receipt of the plans and specifications therefor (or within ten (10) Business Days in the case of

any resubmission of such plans), then Landlord (but not the Code Compliance Office or the Net Lessor) shall be deemed to have given its approval thereof; provided, however, that the submission of such plans and specifications shall be accompanied by a notice to Landlord, which notice shall set forth in bold capital letters the following: **FAILURE BY LANDLORD TO APPROVE OR NOTE ITS OBJECTIONS TO THE PLANS AND SPECIFICATIONS WITHIN [15 BUSINESS DAYS] [10 BUSINESS DAYS] SHALL RESULT IN A "DEEMED APPROVAL" BY LANDLORD OF SUCH PLANS AND SPECIFICATIONS.** To the extent Landlord has the express right of approval of such plans and specifications under this Lease, Landlord reserves the right to disapprove any such plans and specifications in part, to reserve approval of items shown thereon pending its review and approval of related plans and specifications and to condition its approval upon Tenant making revisions to the plans and specifications or delivering additional information reasonably requested by Landlord. Landlord may require that any installation by Tenant of vaults or slab penetrations (other than minor slab penetrations for cable and conduit) performed after the Commencement Date be removed by Tenant, at Tenant's cost and expense, at the end of the Term (any such installations which Landlord so requires Tenant to remove are referred to herein as "Non-Standard Installations"). Notwithstanding the foregoing, if Landlord does not specify in writing within fifteen (15) Business Days of receipt of the plans and

specifications therefor and prior to the commencement of the installation thereof that an Alteration constitutes a Non-Standard Installation which Landlord requires Tenant to remove, Tenant shall have no obligation to remove same upon the expiration or sooner termination of this Lease. If any mechanic's lien is filed against the Demised Premises or the Building for work done for, or claimed to have been done for, or materials furnished to, or claimed to have been furnished to, Tenant, it shall be discharged by Tenant within thirty (30) days after notice to Tenant of the same, at Tenant's expense, by filing the bond required by law or payment or otherwise. If Tenant fails to discharge such lien within such thirty (30) day period, then Landlord (upon five (5) days prior notice to Tenant) shall have the right to discharge same (by filing the bond required by law) and Landlord's costs and expenses in obtaining such bond, including reasonable attorneys fees, plus interest thereon at the Interest Rate from the date such costs and expenses are incurred by Landlord to the date repaid by Tenant, shall be repaid in full by Tenant to Landlord as additional rent within thirty (30) days after written and reasonably detailed demand therefor. In addition, Tenant shall indemnify, defend, save and hold Landlord harmless from all loss, cost, damage or expense arising out of any such mechanic's lien or claim, including, without limitation, Landlord's reasonable attorneys' fees, costs and expenses incurred by Landlord from and after a default by Tenant under this Lease with respect to the discharge of such mechanic's liens. Nothing contained herein shall be deemed or

construed as a submission by Named Tenant or Landlord to the application to itself of any vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon any work performed by or on behalf of the Named Tenant, or upon the World Trade Center or any part thereof, or upon the Named Tenant's or Landlord's interest under this Lease. Tenant shall schedule all Alterations with Landlord (regardless of whether such Alterations shall require Landlord's consent pursuant to this Article 13).

13.02 All alterations, installations, additions or improvements upon the Demised Premises, made by either party, including all paneling, decoration, non-removable partitions, railing, mezzanine floors, galleries and the like, affixed to the realty so that they cannot be removed without material damage to the Building (collectively "Fixtures"), Specialty Alterations, and Non-Standard Installations shall be the property of Tenant during the Term (and shall be insured by Tenant), and upon expiration or earlier termination of this Lease shall (except as hereinafter provided) become the property of the then fee owner of the Building. Unless otherwise expressly provided in this Lease, Tenant shall not have any obligation to restore the Demised Premises or remove any Alterations or Specialty Alterations upon the expiration or earlier termination of this Lease, except that Tenant shall reimburse Landlord for the commercially reasonable, out-of-pocket costs and expenses actually incurred by Landlord in the removal of the vault equipment located

on the sixty-seventh (67th) floor of the Building and the restoration of such portion of the Demised Premises to customary pre-leasing condition at the expiration or earlier termination of this Lease if Landlord elects to remove same by written notice to Tenant delivered no later than sixty (60) days after the Expiration Date. All Fixtures then remaining in the Demised Premises (except as hereinafter provided) shall be surrendered with the Demised Premises, as a part thereof, at the end of the Term or Renewal Terms, as the case may be. All furniture, furnishings, trade fixtures and other items of movable personal property (collectively, "Tenant's Property") and those Non-Standard Installations designated by Landlord to be removed in accordance with the applicable provisions of this Lease, shall be the property of Tenant, and shall be removed by Tenant on or before the expiration of the Term or sooner termination thereof and, in case of damage to any part of the Demised Premises or the Building or the Building mechanical or utility systems by reason of their removal, Tenant shall repair any such damage at its cost. Any items of Tenant's Property and those Non-Standard Installations designated by Landlord to be removed in accordance with the applicable provisions of this Lease, which remain in the Demised Premises after ten (10) Business Days following the expiration or any earlier termination of this Lease shall, after five (5) Business Days notice to Tenant, be deemed to have been abandoned, and may be retained by Landlord as Landlord's Property or disposed of by Landlord, without accountability, in such manner as

Landlord shall reasonably determine, at Tenant's reasonable expense. Except for Tenant's repair or removal obligations expressly provided for above in this Section 13.02 or in Article 12 or any other provisions of this Lease, Landlord shall accept the Demised Premises or any part thereof vacant, broom clean and in its then "as is" condition at the expiration or any earlier termination of this Lease with respect to all or such part of the Demised Premises.

13.03 A. Tenant shall, within thirty (30) days after receipt of a reasonably detailed invoice therefor, reimburse Landlord for all actual reasonable out-of-pocket expenses for third party architects, engineers and consultants incurred by Landlord in connection with reviewing plans for any proposed Material Alterations, except that whenever reasonable in Landlord's judgment, any such architectural, engineering, or consulting review shall be performed by architects, engineers, or consultants in Landlord's direct employ.

B. Tenant shall not be permitted to install any Fixtures which are subject to liens, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code as then in effect in New York) but Tenant shall be permitted to lease or finance any and all Tenant's Property and to have liens, chattel mortgages and/or security interest thereon, provided that same shall not encumber the Building and Landlord shall not be bound by the terms thereof.

C. Except as otherwise provided herein, no Alterations (exclusive of mere decorative Alterations (e.g., painting, carpeting, floor and wall coverings)) shall be undertaken except under the supervision of a licensed architect (or licensed professional engineer for Material Alterations or where otherwise required by Law) who, other than in connection with Alterations performed by Named Tenant, has been approved by Landlord, such approval not to be unreasonably withheld.

D. All Alterations shall at all times comply with all Legal Requirements and Laws and all reasonable rules and regulations adopted by Landlord in accordance with Article 26 below (provided that if the Named Tenant is the tenant hereunder, Tenant's Alterations shall be deemed to be in compliance with any Legal Requirements or Laws of Net Lessor or the Code Compliance Office, provided that Net Lessor or the Code Compliance Office is not claiming that Landlord is in violation of such Legal Requirement or Law as a result of such Alterations). Without duplication of the reimbursements to be made by Tenant pursuant to Section 13.03.A hereof, Tenant, within thirty (30) days after receipt of a reasonably detailed invoice therefor, shall reimburse Landlord for any actual reasonable out-of-pocket expenses Landlord incurs in connection with any Alterations which require Landlord's consent (including in connection with Landlord's compliance with its obligations under Sections 13.06 through 13.15 hereof) provided that (a) such expenses are for services that are not performed by Landlord's in-house operations, and (b) such expenses are

not otherwise includable in Expenses. Upon completion of any Alteration and upon Landlord's request, Tenant shall deliver two (2) complete sets of "As Built" drawings and plans to Landlord if the same shall have been prepared by Tenant or two (2) sets of plans as marked to show changes requested, together with a standard three and one-half inch (3-1/2") micro-floppy disk carrying a copy of such drawings and plans in the computer aided design (CAD) system format.

E. Only Landlord or persons first approved by Landlord (and, if required pursuant to the Net Lease, persons first approved by Net Lessor and the Code Compliance Office), which approval shall not be withheld by Landlord unless Landlord reasonably believes in good faith that such persons would be likely to cause labor disharmony at the Building (and shall be deemed to have been granted by Landlord if not disapproved by Landlord within ten (10) Business Days after request by Tenant), shall be permitted to act as contractor or subcontractor for any Alteration or for any operation and maintenance functions with respect to the Demised Premises. Notwithstanding the foregoing, Tenant shall use Landlord's designated life safety contractor for any final tie-in to the Building's Class "E" System, provided that such contractor provides such services at commercially competitive rates. Landlord reserves the right to exclude from the Building any person attempting to act as construction contractor, subcontractor or mechanic or laborer in violation of this Article or if such party shall fail to comply with Landlord's reasonable rules and

regulations or causes any labor or union disharmony with other contractors, mechanics or laborers engaged in the maintenance or operation of the Building. In the event Tenant shall employ any contractor permitted in this Article, such contractor or any subcontractor may have use of the Building facilities subject to the provisions of this Lease and the Rules and Regulations adopted in accordance with Article 26. Those contractors and subcontractors listed on Exhibit M attached hereto are approved by Landlord for a three (3) year period from the Commencement Date for Alterations and operation and maintenance functions with respect to the Demised Premises and any contractors and subcontractors hereinafter approved by Landlord shall be deemed approved by Landlord (but not by the Net Lessor or the Code Compliance Office) for a period of three (3) years from the date of approval or deemed approved thereof; provided, however, that Landlord may remove a contractor or subcontractor from such list or withdraw its approval thereto at any time. Notwithstanding the foregoing, the contractors and subcontractors set forth on Exhibit M shall be deemed approved until the applicable Alterations or operation and maintenance function in which any such contractor or subcontractor is involved have been substantially completed, subject to Landlord's right to remove a contractor or subcontractor for "good cause" (e.g., bankruptcy or insolvency, or criminal indictment or investigation, union or labor dispute or conflict, or failure to comply with the Landlord's reasonable rules and regulations.

F. In connection with the performance of any Alteration (or the use of any materials in connection with such Alteration), Tenant shall endeavor to ensure that same shall not be done in a manner which would disturb harmony with any trade engaged in performing any other work in the Building (including, without limitation, the creation of any work slow-down, sabotage, strike, picket or jurisdictional dispute) or create any actual interference with the operation of the Building or the conduct of business by other tenants. Tenant shall cooperate with Landlord in all reasonable respects to avoid any such labor disharmony. Named Tenant may at any time utilize Tenant's employees to perform Alterations, whether or not such employees shall be unionized; provided, however, that such employees shall be properly licensed and qualified to perform such Alteration.

G. No approval of any plans or specifications by Landlord or consent by Landlord allowing Tenant to make any Alterations or any inspection of Alterations made by or for Landlord shall in any way be deemed to be an agreement by Landlord that the contemplated Alterations comply with any Legal Requirements or insurance requirements or any applicable Permit to Occupy or Use or Consent to Occupy.

H. If, in connection with the performance of any Alteration, or in connection with any change of use of the Demised Premises which is permitted hereunder, (whether or not physical Alterations are involved), there is any violation

of Laws, the compliance with which is the responsibility of Landlord in accordance with this Lease (each, a "Landlord's Violation") (it being agreed that the non-compliance with Laws or violations caused by Tenant's Alterations performed after the date hereof shall not be deemed a Landlord's Violation) which (A) shall legally delay (or prevent) Tenant from obtaining any Net Lessor, Code Compliance Office or other governmental permits, consents, approvals or other documentation either required for the lawful occupancy of such portions of the Demised Premises or legally required by Tenant to perform such Alterations, or (B) shall legally prevent Tenant from commencing, or shall legally delay Tenant in completing, such Alteration or in legally occupying such portion of the Demised Premises, then Landlord, at Landlord's cost and expense and upon notice from Tenant, shall promptly and diligently proceed to cure and remove of record such Landlord Violations.

13.04 Either party shall be permitted to submit disputes arising under this Article 13 to arbitration in accordance with the provisions of Article 25 hereof.

13.05 The following capitalized terms used below in this Article 13 which are not otherwise defined in this Lease shall have the meaning ascribed to such terms in the Net Lease: A/E's Statement of Compliance; Alteration Application Form; Asbestos Certification; Construction Permit; Controlled Inspections; Major Tests; Minor Alteration/Ordinary Repair; Permit Fees; Plans and Specifications; Professional Certification Procedure; and Standard Application Procedure.

13.06 Tenant shall not use or permit the use of any portion of the Demised Premises in which Alterations have been made which require the consent of the Code Compliance Office until a Permit to Occupy or Use or Consent to Occupy, as applicable, is received by Landlord from the Code Compliance Office with respect to the such Alteration, provided, however, that with respect to Alterations made by Named Tenant such Permit to Occupy or Use or Consent to Occupy shall be deemed to have been received from the Code Compliance Office.

13.07 Except as expressly set forth herein, no Alterations shall be performed by Tenant without the prior consent of the Code Compliance Office provided, however, that with respect to Alterations made by Named Tenant such consent shall be deemed to have been received notwithstanding the lack of formal notice from the Code Compliance Office to such effect. Other than with respect to Alterations made by Named Tenant, in the event any such Alteration is made without such approval, then, upon reasonable notice so to do, Tenant shall remove the same or cause the same to be changed at the Tenant's cost and expense at the option and in accordance with the instructions of the Code Compliance Office. In case of any failure on the part of Tenant to comply with such notice, the Code Compliance Office may effect such removal or change, and Tenant shall pay the cost thereof to the Code Compliance Office on demand. Except to the extent waived by the Code Compliance Office, all Alterations shall be performed in accordance with the

requirements and criteria set forth in the Port Authority Manual in effect at the time of the commencement of the applicable Alteration, the Approved Documents (as defined below) (if such work is to be performed in accordance with the Professional Certification Procedure) and the Plans and Specifications and the Alteration Application Form submitted to the Code Compliance Office (if such work is to be performed in accordance with the Standard Application Procedure), and such work may not begin until a Construction Permit has been delivered by the Code Compliance Office, provided, however, that with respect to Alterations made by the Named Tenant such Construction Permit shall be deemed to have been received from the Code Compliance Office.

13.08 Any Alteration by Named Tenant only which Named Tenant determines is a Minor Alteration/Ordinary Repair, which determination shall be made reasonably and in good faith, may be performed without the prior written consent of Landlord or the Code Compliance Office, but with notice to Landlord. However, if such Alteration does not qualify as a Minor Alteration/Ordinary Repair, a Permit to Occupy or Use or Consent to Occupy must be issued by the Code Compliance Office in accordance with the provisions set forth below with respect to either the Professional Certification Procedure or the Standard Application Procedure provided, however, that with respect to Alterations made by the Named Tenant only

such Construction Permit shall be deemed to have been received by Landlord notwithstanding the lack of formal notice from the Net Lessor to such effect.

13.09 In connection with any Alteration by or for the benefit of Tenant, Landlord covenants to (i) promptly, in good faith, and with all reasonable diligence follow the applicable procedures of, and otherwise comply with, the Professional Certification Procedures and the Standard Application Procedures, as applicable, and (ii) to use all commercially reasonable efforts in connection with Landlord's obligations under this Article 13 to obtain a Construction Permit, Permit to Occupy or Use or Consent to Occupy, as applicable, with respect to the applicable Alterations, in accordance with the provisions of Sections 13.10 or 13.11 hereof.

13.10 Other than with respect to Alterations made by Named Tenant to which this Section 13.10 shall not apply, in the event the Professional Certification Procedure is applicable to the Alterations, Tenant shall submit to Landlord and Landlord shall thereafter, within three (3) Business Days, submit to the Code Compliance Office, for itself and on behalf of Tenant, (i) a duly executed copy of the Alteration Application Form, together with the applicable Permit Fees submitted by Tenant to Landlord and required to be paid to the Code Compliance Office, (ii) all plans, specifications and other documents describing the work to be completed (the "Approved Documents"), (iii) sufficient documentation so that the Code Compliance Office may determine if the architect/engineer (the "A/E") of record on the project is

acceptable to the Code Compliance Office pursuant to and in accordance with the Net Lease, and (iv) an Asbestos Certification, in form and substance reasonably satisfactory to the Code Compliance Office. Promptly thereafter Landlord shall hold a meeting with the Code Compliance Office, prior to the commencement of the Alteration, and deliver to the Code Compliance Office a list of anticipated Controlled Inspections and Major Tests which Tenant, at Tenant's expense, shall provide to Landlord prior thereto. The A/E shall conduct the Controlled Inspections and Major Tests and the Code Compliance Office shall be permitted to audit any field construction at the Demised Premises and field records of Tenant at reasonable times and upon reasonable notice. Upon completion of the Controlled Inspections and Major Tests, the A/E shall submit the final Controlled Inspection reports and Major Test certifications to Landlord and Landlord shall, within three (3) Business Days, forward same to the Code Compliance Office. Together with the Code Compliance Office, the A/E shall then conduct a final inspection of the work performed. Thereafter, the A/E shall submit the A/E's Statement of Compliance to Landlord, and Landlord shall thereafter, within three (3) Business Days, deliver same to, and request a Consent to Occupy from, the Code Compliance Office.

13.11 Other than with respect to Alterations made by Named Tenant to which the provisions of this Section 13.11 shall not apply, in the event that the Standard Application Procedure is applicable with respect to the Alterations, Tenant

shall submit to Landlord and Landlord shall thereafter, within three (3) Business Days, submit to the Code Compliance Office, for itself and on behalf of Tenant, a duly executed copy of the Alteration Application Form, together with all contract documentation (including any revisions and resubmissions thereof) and the applicable Permit Fees submitted by Tenant to Landlord and required to be delivered or paid to the Code Compliance Office. After such documents are reviewed and approved by the Code Compliance Office, Tenant shall submit to Landlord and Landlord shall thereafter, within three (3) Business Days, submit to the Code Compliance Office an Asbestos Certification, in form and substance reasonably satisfactory to the Code Compliance Office. Promptly thereafter Landlord shall hold a meeting with the Code Compliance Office, prior to the commencement of the Alteration, and deliver to the Code Compliance Office a list of Controlled Inspections and Major Tests which Tenant shall have delivered to Landlord prior thereto. The A/E shall conduct Controlled Inspections and Major Tests and the Code Compliance Office shall be permitted to audit any field construction at the Demised Premises and field records at reasonable times and upon reasonable notice. Upon completion of the Controlled Inspections and Major Tests, the A/E shall submit the final Controlled Inspection reports and Major Test certifications to the Landlord and Landlord shall thereafter, within three (3) Business Days, deliver same to the Code Compliance Office. Together with the Code Compliance Office, the A/E shall then conduct a final

inspection of the work performed. Thereafter, the A/E shall submit the A/E's Statement of Compliance to Landlord, and Landlord shall thereafter, within three (3) Business Days, deliver same to, and request a Permit to Occupy or Use from, the Code Compliance Office.

13.12 All documents, plans and specifications submitted by Tenant to Landlord in connection with review thereof by the Code Compliance Office shall be in sufficient detail as shall enable the Code Compliance Office to make a determination as to whether the applicable standards set forth in this Article 13, the Port Authority Manual and the Net Lease have been met. Tenant (other than Named Tenant in connection with Alterations made by Named Tenant only) shall submit to the Code Compliance Office, at the Code Compliance Office's request, such additional data, detail, or other information as the Code Compliance Office, acting in a non-arbitrary and non-capricious manner, shall determine is necessary for such review. All Alterations (other than Alterations made by Named Tenant only) for which Tenant is required to submit drawings and specifications shall be done in accordance with such drawings and specifications as have been submitted to and approved by the Code Compliance Office except for such deviations therefrom as may be required because of field conditions encountered by Tenant during the performance of the work and which have been approved by the Code Compliance

Office. All workmanship and materials are required to be first-class and Tenant shall cause all Alterations to be performed in a good and workmanlike manner.

13.13 Tenant shall procure and maintain (or cause its contractors to procure and maintain) in effect during the performance of all Alterations such insurance policies (in such amounts, limits, and with such endorsements) as required pursuant to this Lease and the Net Lease to the extent applicable to the Alterations and shall deliver to Landlord (who, other than in connection with Alterations made by Named Tenant only, shall thereafter promptly deliver to the Manager of the Risk Financing Division of The Port Authority of New York and New Jersey), certificates of insurance evidencing the insurance coverages required pursuant to this Section, and the payment of the premiums with respect thereto.

13.14 Subject to any restrictions of the Net Lease (unless waived by Net Lessor or the Code Compliance Office), Named Tenant only shall have the right to file plans and related documents for any proposed Alteration with Net Lessor, the Code Compliance Office, the New York City Building Department (the "Building Department") (if and to the extent the Building Department shall hereafter have jurisdiction with respect to such Alterations), and any other applicable governmental authority, prior to Landlord's approval of such plans, provided that (a) Named Tenant shall simultaneously deliver to Landlord a set of such plans if same have not theretofore been delivered to Landlord, and (b) in no event shall Named Tenant be permit-

ted to commence the work or obtain any permit or license to be issued by the Code Compliance Office (or the Building Department, if applicable) authorizing such work until Landlord has approved such plans and related documents if and to the extent Landlord has such right pursuant to the provisions of this Article 13.

13.15 Subject to any applicable restrictions in the Net Lease or the Port Authority Manual which are not waived by Net Lessor or the Code Compliance Office, as applicable, upon ten (10) Business Days prior notice to Landlord, Named Tenant only, may from time to time during the Term, without Landlord's consent, but otherwise in conformance with the provisions of this Lease, including the delivery of the required documents set forth in Section 13.01 hereof, penetrate any slab horizontally separating contiguous areas of the Demised Premises, provided that each penetration is no larger than six (6) inches in diameter (to take a five inch sleeve) and provided that Tenant's notice to Landlord is accompanied by a certificate from a duly licensed and qualified architect or engineer stating that in the professional opinion of such architect or engineer the penetration which is the subject of the notice will not, when taken with all other penetrations in the slab then existing, impair or adversely affect the structural integrity of the slab.

13.16 For purposes of this Article 13 the phrase "Alterations made by Named Tenant" or words of similar effect shall include any Alterations made by or on behalf of Named Tenant only in its capacity as the tenant hereunder or as a

sublandlord under any sublease of the Demised Premises but shall not include any Alterations made by (i) any assignee of Named Tenant, or (ii) any subtenant of Named Tenant performing Alterations on such subtenant's own behalf (as distinguished from Alterations made to such sublet premises by Named Tenant as sublandlord pursuant to such sublease (e.g., initial preparation of the sublet premises for subtenant's occupancy, repairs required to be made by Named Tenant as sublandlord, etc.)).

ARTICLE 14

EACH PARTY'S RIGHT TO PERFORM THE OTHER PARTY'S OBLIGATIONS

14.01 A. If Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms or provisions in any Article of this Lease, and such default shall continue beyond any applicable notice and grace period, Landlord, without being under any obligation to do so and without thereby waiving such default, may, upon at least fifteen (15) days' prior written notice to Tenant and a reasonable opportunity for Tenant to cure (or such shorter periods, if any, as may be feasible in the case of an emergency), which notice shall expressly state Landlord's intention to exercise its rights under this Section 14.01.A (and when and how Landlord intends to do the same), remedy such default for the account and at the reasonable expense of Tenant.

If Landlord makes any such expenditures in connection therewith, including, but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid with interest at the Interest Rate plus two percent (2%) per annum shall be deemed to be additional rent hereunder and shall be paid to it by Tenant within thirty (30) days after submission by Landlord to Tenant of a reasonably detailed invoice therefor and if such additional rent shall not have been paid prior to the expiration or termination of the Term, same shall be recoverable by Landlord after the expiration or termination of the Term.

B. If Landlord shall default in the observance or performance of any term or provision of this Lease on Landlord's part to be observed or performed with respect to making repairs to the Demised Premises or any portion thereof or any Building system exclusively serving the Demised Premises (other than the obligations to maintain the common areas of the Building, to make structural repairs to the exterior walls, floor slab and structural building supporting members, to maintain the automatic sprinkler system, fire alarm system, or other life safety systems of the Building), and such default shall have an unreasonably adverse effect on Tenant or the Demised Premises and continue beyond any applicable notice and grace period, Tenant, without being under any obligation to do so and without thereby waiving such default, may remedy such default and perform such repair (but only to the affected portion or portions of the Demised Premises or on the applicable floor of the

Demised Premises or to such Building systems to the extent access to other occupied leasable areas of the Building is not required (unless such tenant expressly consents to such access) and nowhere else) for the account and at the reasonable expense of Landlord but only upon thirty (30) days prior written notice to Landlord or such shorter period, if any, as may be necessary in case of any emergency (such notice to specify when and how Tenant intends to perform such repair) and provided Landlord shall have failed to cure such default within such thirty (30) day or shorter period . If Tenant makes any commercially reasonable expenditures in connection therewith, including, but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid with interest at the Interest Rate shall be, at Landlord's election, either paid to Tenant within thirty (30) days, or credited against the installment(s) of Fixed Rent and additional rent next becoming due, in either case after submission by Tenant to Landlord of a reasonably detailed invoice therefor.

14.02 Unless a different due date is specified in this Lease, any amounts payable by Landlord to Tenant under this Lease shall be due and payable on the thirtieth (30th) day after the date of invoice. If Landlord fails to pay any amount which is due and payable to Tenant under this Lease on or before five (5) Business Days after the due date therefor, Landlord shall pay interest thereon at the Interest

Rate from the date when such amount became due and payable to the date of Landlord's payment of such amount.

ARTICLE 15

NO LIABILITY OF LANDLORD; FORCE MAJEURE

15.01 Tenant acknowledges that neither Landlord nor Landlord's agents, employees, and representatives have made any representations, warranties, or promises with respect to the Building, the Land, the World Trade Center or the Demised Premises except as expressly set forth in this Lease and Tenant has accepted the Demised Premises in its "as is" condition, subject to Landlord's obligations under the Net Lease.

15.02 A. Except as provided in Sections 6.07 hereof, this Lease and the obligation of Tenant to pay rent hereunder, and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed, shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is unable to make, or is delayed in making, any repairs, additions, alterations or decorations or is unable to supply, or is delayed in supplying, any equipment or fixtures, if Landlord is prevented or delayed from so doing by reason of Force Majeure or delays resulting from a Superior Mortgagee's or Superior Lessor's failure to grant a required consent for a period not to exceed thirty (30) days.

B. Except as may be specifically provided for elsewhere herein, this Lease and the obligation of Landlord to perform all of the covenants and agreements hereunder on the part of Landlord to be performed shall in no way be affected, impaired or excused because Tenant is unable to fulfill any of its obligations under this Lease (except (i) for the payment of rent, and (ii) for the performance of any obligations of Tenant to the extent that the non-performance of such obligations would unreasonably interfere with or prevent Landlord from performing its corresponding obligations under this Lease), if Tenant is prevented or delayed from doing so by reason of Force Majeure.

15.03 A. Except to the extent of Landlord's and/or its agents negligence or wilful acts, Landlord and its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the Building, nor for the loss of or damage to any property of Tenant by theft. Unless caused by or due to the negligence or willful misconduct of Landlord, Landlord and its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain or snow, but the foregoing shall not limit Tenant's rights or decrease Landlord's obligations under this Lease, and the foregoing shall not in any way limit Landlord's obligation to repair any such damage to the Demised Premises or the Building, at Landlord's cost and expense, pursuant to Section 17.01 or any other the provisions of this Lease.

B. If at any time any windows of the Demised Premises are temporarily darkened or bricked up, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Landlord shall use its commercially reasonable efforts to (i) minimize any unreasonable interference with Tenant's use of the Demised Premises, (ii) close as few windows as possible, and (iii) proceed with due diligence to re-open any such closed windows.

15.04 Tenant shall look only and solely to Landlord's leasehold estate and interest in and to the Building and the rents and profits and proceeds therefrom for the satisfaction of any right of Tenant arising out of this Lease or for the collection of judgment or other judicial process or arbitration award requiring the payment of money by Landlord in connection with this Lease and no other property or assets of Landlord, Landlord's agents, incorporators, shareholders, employees, officers, directors, members, partners, agents, principal (disclosed or undisclosed), joint venturers, or affiliates shall be subject to levy, lien, execution, attachment, or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law, or Tenant's use and occupancy of the Demised Premises or any other liability of Landlord to Tenant. For purposes of the preceding sentence,

"Landlord's leasehold estate and interest in and to the Building" shall be deemed to include (i) all rent or other consideration received by Landlord in respect of its leasehold estate and the Building, (ii) proceeds of a sale (net of commercially reasonable transaction costs), financing or refinancing of the Building (or any portion thereof), or of Landlord's estate or interest therein, or in any property, equipment or improvements in the Building (or any portion thereof), (but only to the extent the proceeds of a financing or refinancing exceed (A) the amount of any indebtedness that was paid with the proceeds of such financing or refinancing plus (B) all commercially reasonable transaction costs associated with such financing or refinancing), and (iii) any insurance proceeds or condemnation awards relating to any portion of the leasehold estate or the Building (to the extent in excess of any restoration costs and net of all commercially reasonable costs of obtaining such proceeds or awards), in each case prior to the bona fide, good faith distribution thereof occurring prior to the applicable action by Landlord under this Lease which is the basis of Tenant's claim against "Landlord's leasehold estate and interest in and to the Building."

ARTICLE 16

INSURANCE

16.01 Tenant shall not do or permit to be done any act or thing in or upon the Demised Premises which would violate the provisions of this Lease, including, without limitation, Article 5 or would invalidate or be in conflict with any

Permit to Occupy or Use or Consent to Occupy (unless same is waived by the Code Compliance Office and subject to Tenant's right to obtain amendments to same from time to time throughout the term of this Lease pursuant to the terms of this Lease) or the terms of the New York State standard form of fire, boiler, sprinkler, water damage or other customary insurance policies covering the Building or the terms of such insurance policies required to be maintained by Landlord pursuant to the Net Lease (collectively, "Building Insurance"), to the extent that Tenant shall be advised of the terms thereof upon request of Tenant, and the fixtures and property therein provided the foregoing do not prohibit any of the permitted uses under Article 5 hereof; and Tenant shall not do or permit anything to be done in or upon the Demised Premises or bring or keep anything therein or use the Demised Premises in a manner other than as permitted hereunder which specifically because of such use shall increase the rate of Building Insurance over the rate that would otherwise then be in effect (unless Tenant reimburses Landlord for the increased Building Insurance premiums resulting therefrom, as provided below). Landlord hereby acknowledges that the use and occupancy of the Demised Premises for the permitted uses under Article 5 as same exist as of the date hereof do not cause an increase in the rate for Building Insurance for which Tenant shall be responsible. In the event that any such increase described above is attributable to Tenant's use and occupancy of the Demised Premises and any other tenant's use and occupancy of its demised premises,

then such increase shall be equitably prorated between Tenant and such other tenant(s). If by reason of Tenant's failure to comply with the provisions of this Article (prior to the expiration of any applicable notice or cure period), the Building Insurance rate shall be higher than it otherwise would be, then Tenant shall, promptly after written notice thereof, desist from doing or permitting to be done any such act or thing and shall reimburse Landlord, as additional rent hereunder, for that part of all Building Insurance premiums paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement no later than thirty (30) days after demand by Landlord, provided that Tenant shall pay interest at the Interest Rate for any such amounts not reimbursed within five (5) Business Days after written demand therefor.

16.02 In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rates for the Building or Demised Premises issued by the New York Board of Underwriters and/or the New York Fire Insurance Rating Organization or other like body making fire insurance rates for the Building or the Demised Premises, shall be presumptive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said Building or Demised Premises.

16.03 Tenant shall obtain and keep in full force and effect during the term, at its own cost and expense, (a) to protect Landlord and to the extent of

Landlord's notice to Tenant of the same, Landlord's managing agent, any Superior Lessor and Superior Mortgagee as additional insureds (but not loss payees), commercial general liability insurance including contractual liability to afford protection against claims for personal injury, death or property damage occurring in, upon, adjacent to or connected with the Demised Premises, or any part thereof in an amount of not less than [REDACTED] combined single limit for injury or death arising out of any one occurrence, and for damage to property in respect of one occurrence or in any increased amount reasonably required by Landlord (if customary for other similar Comparable Buildings but not more frequently than once every three (3) years); (b) insurance against loss or damage, and such other risks and hazards as are insurable under then available standard forms of fire and extended coverage insurance policies, to Tenant's Property, Fixtures, Specialty Alterations, and Non-Standard Installations for the full insurable value or replacement cost thereof; and (c) automobile liability insurance providing a combined single limit of not less than [REDACTED]

All insurance required to be carried by Tenant pursuant to the terms of this Lease shall be effected under valid and enforceable policies (written in commercially reasonable form and substance) issued by reputable and independent insurers permitted to do business in the State of New York. All insurance required to be maintained by Tenant hereunder may be effected pursuant to blanket policies

covering other locations, provided that such blanket policies (x) provide that the amount of insurance allocable to the Demised Premises shall at all times be not less than the amounts set forth above, and that such amounts will not be reduced by any loss at any other location, and (y) shall comply with the provisions of this Section 16.03. Tenant shall cause to be included in all such insurance policies a provision to the effect that the same will not permitted to be cancelled or to be materially modified except upon thirty (30) days' prior written notice to Landlord, or ten (10) days' prior written notice in the event of cancellation for nonpayment of premium. On the Commencement Date a certificate of insurance shall be delivered to Landlord by Tenant, and certificates of renewal shall be delivered prior to the expiration of any such insurance policy or as soon as practicable thereafter.

Named Tenant, in lieu of the policies of commercial general liability insurance and fire and casualty insurance described in this Section 16.03 or any portion thereof may elect to provide insurance coverage for itself, by self-insurance, upon the same terms and conditions as would be provided by an insurance company under the commercial liability insurance and fire and casualty policies described above. In the event Named Tenant elects to act as self-insurer pursuant to the provisions hereof, then Named Tenant shall indemnify and hold Landlord harmless against claims and demands of third persons, including any claims or demands of any third person arising out of any willful or negligent act or omission of Landlord its

directors, officers, agents or employees, and liability therefore, to the same extent that an insurance company would have done and to the same extent as would be covered under the policy of commercial general liability insurance described above. If Named Tenant elects to act a self-insurer, the release by Named Tenant set forth in Section 17.03 shall be in full force and effect to the same extent as if Named Tenant had procured the insurance policies (containing a waiver of subrogation) described in Section 17.03.

16.04 A. To the extent permitted by applicable Law, Landlord shall indemnify and hold the Commissioners of The Port Authority of New York and New Jersey and Tenant and its, partners, members, shareholders, officers, directors, employees and agents (collectively, the "Tenant Parties") harmless from and against all claims or damage (including reasonable attorney's fees) to person or property occurring in or about the Land or the Building other than Demised Premises or arising from, related to or in connection with the Land or the Building other than Demised Premises, except to the extent of the negligence or wilful acts of the Tenant Parties. To the extent permitted by applicable Law, Tenant shall indemnify and hold Landlord, its partners, members, shareholders, officers, directors, employees and agents (collectively, the "Landlord Parties") harmless from and against all claims or damage (including reasonable attorneys' fees) to person or property occurring in or about the Demised Premises (including, without limitation the fire stairs more

particularly set forth in Article 6.06 hereof to the extent of Tenant's exercise of its right to use same for access to the Demised Premises pursuant to Section 6.06) or arising from, related to or in connection with the use or occupancy of the Demised Premises by Tenant, except to the extent of the negligence or willful acts of the Landlord Parties. In addition, Tenant shall indemnify the Landlord Parties and hold the Landlord Parties harmless from and against all claims or damages occurring outside of the Demised Premises as a result of negligence or willful acts of Tenant and Landlord shall indemnify the Tenant Parties and hold the Tenant Parties harmless for claims or damages occurring in or about the Demised Premises as a result of Landlord's negligence or willful acts. If any claim, action or proceeding is made or brought against a party (the "indemnified party"), and pursuant to which claim, action or proceeding the other party (the "indemnifying party") shall be obligated to indemnify the indemnified party, pursuant to the terms of this Lease, then the indemnifying party, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the indemnified party's name, if necessary, by such attorneys as the indemnified party shall approve, which approval shall not be unreasonably withheld. Attorneys for the indemnifying party's insurer are hereby deemed approved for purposes of this Section 16.04. If any claim is made against the indemnified party, it shall give notice of the claim to the indemnifying party in order that the indemnifying party can undertake its obligations pursuant to this Section 16.04. The

indemnifying party may not settle any such action involving the indemnified party unless the indemnified party receives a general release from the claimant in the action with respect to that action. Failure by the indemnified party to notify the indemnifying party of any claim, action or proceeding shall not affect the indemnifying party's obligations hereunder unless the failure to notify is prejudicial to the indemnifying party. The provisions of this Section 16.04 shall survive the expiration or earlier termination of this Lease.

B. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be liable hereunder to the other for any consequential, special or indirect damages.

16.05 In the event that the Net Lease shall terminate and be of no further force and effect and this Lease shall then be in effect, Landlord shall obtain and keep in full force and effect (or if Landlord shall no longer have an insurable interest in the Building then Landlord shall cause to be obtained and kept in full force and effect) insurance against loss or damage by fire and other casualty to the Building, including, without limitation, the Demised Premises, commercial general liability insurance, rental loss insurance, and all other insurance required under the Net Lease, in each case meeting all applicable requirements and in the amounts necessary to comply with Landlord's obligations with respect to insurance coverage pursuant to the Net Lease as if the Net Lease were still in full force and effect. On

the Commencement Date, Landlord shall deliver to Tenant a certificate of insurance evidencing all insurance policies held by Landlord with respect to the Building and Landlord shall deliver a copy of a renewal certificate to Tenant for each such insurance policy prior to the expiration of such insurance policy.

ARTICLE 17

DAMAGE BY FIRE OR OTHER CAUSE

17.01 If the Demised Premises or the Building (in such a manner that materially interferes with Tenant's use of the Demised Premises or reasonable access thereto) shall be partially damaged by fire or other cause (including, without limitation, any flood damage whether caused by the breakage of base building pipes or otherwise), the damage shall be repaired and restored to the extent commercially practicable to substantially the same condition as existed prior to the damage (exclusive of Tenant's Fixtures, Specialty Alterations, Non-Standard Installations and Tenant's Property) by and at the expense of Landlord and until the date upon which the repair and restoration required to be performed by Landlord shall be substantially complete, the Fixed Rent and all additional rent hereunder shall be apportioned according to the part of the Demised Premises which is usable by Tenant for the conduct of its business (i.e., Tenant shall not be obligated to pay Fixed Rent and additional rent with respect to the damaged portion of the Demised Premises which is not used and cannot be used by Tenant for the conduct of its business). Landlord

shall provide a written good faith non-binding notice to Tenant of the date on which Landlord expects such repairs will be substantially completed not less than fifteen (15) Business Days prior to such expected substantial completion and Landlord shall keep Tenant informed of the progress and status of such repairs prior thereto promptly upon Tenant's request. In the event that the Demised Premises or any portion thereof or the Building (in such a manner that materially interferes with Tenant's use of the Demised Premises or reasonable access thereto) shall be damaged by fire or casualty, within sixty (60) days after such damage or casualty, Landlord shall deliver to Tenant a statement (hereinafter referred to as the "Damage Statement") prepared by a reputable licensed architect or engineer or contractor having at least ten (10) years' experience in such matters selected by Landlord ("Landlord's Consultant") setting forth such architect's or engineer's or contractor's reasonable estimate as to the time required to repair such damage, together with a notice from Landlord to the effect that if Tenant fails to respond to such notice within the thirty (30) day period described in the following sentence, then Tenant shall be deemed to have waived its rights to terminate this Lease pursuant to this Section 17.01. If Landlord fails to deliver the Damage Statement or the estimated time period exceeds twenty (20) months for more than two (2) floors (or nine (9) months for two (2) floors or less), Tenant may elect to terminate this Lease either in its entirety (provided that at least 25% of the RSF of the Demised Premises has been damaged and

the estimated time period for repair thereof exceeds twenty (20) months) or solely with respect to the damaged portion of the Demised Premises by notice to Landlord sent not later than thirty (30) days following receipt of the Damage Statement. In the event that the Demised Premises shall be damaged by fire or other casualty and Tenant does not terminate this Lease as set forth above, then in such event if the repair work is not substantially completed by Landlord by the later of (i) twenty (20) months for more than two (2) floors, or nine (9) months for two (2) floors or less, after the date of such damage, and (ii) if applicable, such later date set forth in the Damage Statement, in either case to such a degree that the Demised Premises are useable by Tenant in substantially the same manner as prior to such damage, Tenant may elect, as its sole remedy, to terminate this Lease either in its entirety (provided that the repair work is not then substantially completed with respect to at least 25% of the RSF of the Demised Premises) or solely with respect to the damaged and unrepaired or unrestored portion of the Demised Premises by notice to Landlord not later than sixty (60) days following the expiration of said period; provided, however, that no right of Tenant to terminate this Lease or any part thereof on sixty (60) days' notice shall accrue for delays resulting from (i) Force Majeure and adjustment of insurance unless, and until, such delay or delays shall, in the aggregate, exceed three (3) months, or (ii) Tenant's acts or omissions. If Tenant does not terminate this Lease or any part thereof within sixty (60) days following such twenty (20) month

period or nine (9) month period (or, if applicable, within sixty (60) days following such later period as set forth in the applicable Damage Statement), as the case may be, Landlord, within five (5) Business Days of written request by Tenant, shall deliver a written Statement (the "Subsequent Damage Statement") prepared by Landlord's Consultant setting forth Landlord's Consultant reasonable estimate of the remaining time required to substantially complete the applicable repair and restoration work, and Tenant shall be entitled to terminate this Lease in its entirety (provided that the repair work is not then substantially completed with respect to at least 25% of the RSF of the Demised Premises) or solely with respect to the damaged and unrepaired or unrestored portion of the Demised Premises if such repair and restoration is not substantially completed by the date set forth in the Subsequent Damage Statement by written notice to Landlord within ten (10) days thereafter. If the Demised Premises are totally or substantially damaged or are rendered wholly or substantially untenable or inaccessible by fire or other cause, and Tenant is not using the Demised Premises for the conduct of its business, then the Fixed Rent and additional rent shall be proportionately paid up to the time of the casualty and thence-forth shall cease until the date when the Demised Premises (excluding Tenant's Fixtures, Specialty Alterations, Non-Standard Installations and Tenant's Property) shall have been repaired and restored by Landlord to the extent commercially practicable to substantially the same condition as prior to the damage, subject

to Landlord's right to elect not to restore the same as hereinafter provided. Landlord shall provide a written good faith non-binding notice to Tenant of the date on which Landlord expects such repairs will be substantially completed not less than fifteen (15) Business Days prior to such expected substantial completion and Landlord shall keep Tenant informed of the progress and status of such repairs prior thereto promptly upon Tenant's request. If the Building shall be so damaged (i.e., damage which costs more than 50% of the replacement cost of the Building (exclusive of footings and foundations) to repair, whether or not the Demises Premises are affected) that Landlord shall decide to demolish it or not to rebuild it, and Landlord shall terminate all leases for office space demising in excess of 200,000 RSF in the Building, then Landlord may, within sixty (60) days (provided that, if Named Tenant is the Tenant hereunder, Landlord (i) is not required to rebuild the Building pursuant to the applicable provisions of the Net Lease, (ii) has terminated the Net Lease in accordance with applicable provisions thereof relating to termination in the event of a casualty to the Building, or (iii) has obtained any and all required consents from any Superior Lessors (including Net Lessor) and/or Superior Mortgagees in connection therewith) after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Article 24 hereof provided, and thereupon the term of this Lease shall expire by lapse of time upon the sixtieth (60th) day after such notice is given, and Tenant shall promptly thereafter vacate the Demised

Premises and surrender the same to Landlord. Tenant hereby expressly waives the provision of Section 227 of the Real Property Law and agrees that the foregoing provision of this Article shall govern and control in lieu thereof, this Article being an express agreement to the contrary.

17.02 No damage, compensation or claims or other expenses, including the expense of replacement premises, 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. If this Lease has not been terminated, Landlord shall use its commercially reasonable and diligent efforts to effect such repairs promptly and in such a manner as not unreasonably to interfere with Tenant's occupancy (which commercially reasonable efforts shall include coordination with Tenant in scheduling such repairs or restoration but which shall in no event obligate Landlord to pay overtime or other premium rates unless (i) necessary to prevent material interference with Tenant's use of that portion of the Demised Premises which has not been damaged and is still occupied by Tenant) or (ii) Tenant requests Landlord to incur such overtime costs provided that Tenant shall pay to Landlord, as additional rent, within thirty (30) days after demand, an amount equal to the difference between (x) the overtime or other premium pay rates, including all fringe benefits and other elements of such pay rates, and (y) the regular pay

rates for such labor, including all fringe benefits and other elements of such pay rates.

17.03 The parties hereto shall each procure and maintain in force and effect an appropriate clause in, or endorsement on, any fire or extended coverage insurance covering the Demised Premises and the Building and the personal property, fixtures and equipment located therein or thereon, pursuant to which, the insurance companies waive subrogation, and having obtained such clause or endorsement of waiver of subrogation, each party hereby agrees that it will not make any claims against or seek to recover from the other for any loss or damage to its property or the property of the other, covered by such fire and extended coverage insurance; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clause in said insurance policy and/or endorsements thereto and shall be co-extensive therewith. Tenant acknowledges that Landlord will not carry insurance on Tenant's Fixtures, Specialty Alterations, Non-Standard Installations, or Tenant's Property, and Tenant agrees that Landlord will not be obligated to repair any damage thereto or to replace the same unless the damage was caused by Landlord's or its employees's, agents or contractor's negligence or willful misconduct but only to the extent same has not been released, discharged or exonerated pursuant to the preceding sentence.

17.04 If more than 35% of the Demised Premises shall be damaged by fire or other casualty during the last eighteen (18) months of the Term (unless Tenant shall have exercised its immediately succeeding Renewal Option), then either Landlord or Tenant may, upon thirty (30) days written notice to the other, cancel and terminate this Lease as of the date set forth in such notice, as if such date were the stated Expiration Date of this Lease. If such notice is delivered by Landlord or Tenant, Landlord shall have no duty to repair and/or restore the Demised Premises.

ARTICLE 18

CONDEMNATION

18.01 In the event that all or substantially all of the Demised Premises shall be 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 and any additional rent hereunder for such part shall be equitably abated based upon the RSF of the Demised Premises after the condemnation in proportion to same before such condemnation, and this Lease shall continue as to such part not so taken unless Tenant elects to cancel this Lease pursuant to its rights to do so as set forth in this Article 18. In the event that only a part of the Building shall be so condemned or taken, then (a) if substantial structural alteration

or reconstruction of the Building shall be necessary or appropriate as a result of such condemnation or taking (whether or not the Demised Premises be affected), Landlord (provided that, if Named Tenant is the Tenant hereunder, the termination of this Lease is permitted under the Net Lease and Landlord has obtained any and all required consents from any Superior Lessors (including Net Lessor) and/or Superior Mortgagees in connection therewith) may, but only if the restoration cannot be completed within eighteen (18) months, at its 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 thirty (30) days following the date on which Landlord shall have received notice of vesting of title (provided that Landlord may not so terminate this Lease unless it contemporaneously terminates all other leases for office space in the Building), or (b) if Landlord elects not to terminate this Lease, as aforesaid, this Lease, subject to the following sentence, shall be and remain unaffected by such condemnation or taking, except that the rent shall be abated to the extent, if any, hereinbefore provided. In the event any portion of the Demised Premises which is condemned or taken exceeds 25% of the RSF of the Demised Premises or otherwise materially adversely affects Tenant's use of the balance of the Demised Premises or if any portion of the Building which is condemned or taken shall materially adversely affect Tenant's use of or access to the Demised Premises, Tenant shall have the right to cancel this Lease by delivering to Landlord written

notice within thirty (30) days of said condemnation or taking. In the event that only a part of the Demised Premises shall be so condemned or taken and this Lease and the terms and estate hereby granted are not terminated as hereinbefore provided, Landlord will, at its expense, restore with reasonable diligence the remaining portions of the Demised Premises (exclusive of Tenant's Fixtures, Specialty Alterations, Non-Standard Installations, and Tenant's Property) as nearly as practicable to the same condition as it was in prior to such condemnation or taking, provided that Landlord shall not be obligated to expend amounts in excess of the condemnation proceeds received by Landlord allocable to the Demised Premises in connection with such restoration.

18.02 In the event of termination in any of the cases herein above 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 date hereinbefore set for the expiration of the term of this Lease, and the rent hereunder shall be apportioned as of such date.

18.03 As between Landlord and Tenant (in its capacity as Tenant hereunder only) and subject to the any applicable provisions of the Net Lease, in the event of any condemnation or taking herein above 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, in its capacity as Tenant hereunder only, 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. Tenant shall have no claim for the value of any unexpired term of this Lease. Notwithstanding the foregoing, Tenant shall have the right to make a separate claim in any such eminent domain proceeding for (i) the value of all improvements, alterations and additions made to the Demised Premises by Tenant (at Tenant's sole expense) if The Port Authority of New York and New Jersey is then the fee owner of the premises demised under the Net Lease, and (ii) the value of Tenant's furniture, fixtures, machinery and equipment contained in the Demised Premises and for expenses (including, but not limited to, moving expenses and attorneys' fees) incurred by Tenant as a result of any such proceeding and Tenant's moving expenses to a different site.

18.04 If more than 35% of the Demised Premises or a substantial (i.e., more than 50%) portion of the Building shall be taken in condemnation during the last eighteen (18) months of the term of this Lease, unless Tenant is willing to extend the term of this Lease pursuant to any renewal right it has under this Lease, Landlord (provided that, if Named Tenant is the Tenant hereunder, Landlord obtains any and all required consents from any Superior Lessors (including Net Lessor) or Superior Mortgagees) or Tenant may upon thirty (30) days' written notice to the

other, cancel and terminate this Lease as of the date set forth in such notice, as if such date were the stated Expiration Date of this Lease.

18.05 If all or any part of the Demised Premises shall be taken or condemned for a limited period, Tenant shall be entitled, except as hereinafter set forth, to that portion of the award for such taking which represents compensation for the use and occupancy of the Demised Premises, and, if so awarded, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to that portion which represents reimbursement for the cost of restoration of the Demised Premises. This Lease shall remain unaffected by such taking and Tenant shall continue to be responsible for all of its obligations under this Lease and shall continue to pay in full all Rent when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date, that part of the award which represents compensation for the use and occupancy of the Demised Premises shall be apportioned between Landlord and Tenant as of the Expiration Date.

ARTICLE 19

BANKRUPTCY

19.01 If pursuant to the Bankruptcy Code, Tenant is permitted to assign or otherwise transfer this Lease (whether in whole or in part in disregard of the restrictions contained in this Article), Tenant agrees that adequate assurance of future performance by the assignee or transferee permitted under such Code shall

mean the deposit of cash security (or a letter of credit) 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 Articles 4 and 7 for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord for the balance of the term as a security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed.

ARTICLE 20

DEFAULTS AND REMEDIES; WAIVER OF REDEMPTION

20.01 A. If (a) Tenant shall default in the payment of the Fixed Rent reserved herein for more than five (5) Business Days after the due date thereof or in the payment of any item of additional rent herein mentioned or in making any other payment herein provided for more than fifteen (15) Business Days after written notice from Landlord of such default; or (b) Tenant shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property and such assign-

ment, petition, answer or consent shall not have been cancelled, withdrawn, dismissed or discharged within ninety (90) days after the filing thereof; or (c) by order or decree of a court Tenant shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Tenant is a corporation, by any of the stockholders of Tenant, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, and such order or decree is not dismissed, discharged or dissolved within ninety (90) days after the entry thereof (unless such order or decree cannot be practically dismissed, discharged or dissolved within ninety (90) days after the entry thereof and Tenant shall have commenced an action to do so and continues diligently to prosecute such action); or (d) a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Tenant and shall not be dismissed, discharged or dissolved within ninety (90) days after the filing thereof (unless such petition cannot be practically dismissed, discharged or dissolved within ninety (90) days after the entry thereof and Tenant shall have commenced an action to do so and continued diligently to prosecute such action); or (e) Tenant defaults in fulfilling any of the covenants of this Lease, other than the covenants for the payment of Fixed Rent or additional rent, then, in the case of any event described in this subclause (e), upon Landlord serving a written thirty (30) days' notice upon Tenant specifying the

nature of said default, and upon the expiration of said thirty (30) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said thirty (30) day period using reasonable diligence, if Tenant shall not have diligently commenced curing such default within such thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then (in the event of any of (a), (b), (c), (d), or (e) above) Landlord shall give to Tenant a second notice specifying a cure date not less than ten (10) days from the date of the giving of such second notice in which to cure or remedy such default, and if Tenant shall have failed to cure or remedy such default or, if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said thirty (30) day period using reasonable diligence, if Tenant shall not have diligently commenced curing such default, by the date set forth in such second notice, then (in the event of any of (a), (b), (c), (d), or (e) above) Landlord may serve a written five (5) day notice of cancellation of this Lease upon Tenant, and upon the expiration of said five (5) days (unless, in the case of default in the payment of Fixed Rent, additional rent or any other payment under this Lease, such default is cured within such five (5) day period), this Lease and the term hereunder shall end and expire as fully and completely as if the date of expiration of such five (5) day period were the day herein

definitely fixed for the end and expiration of this Lease and the term hereof and Tenant shall then quit and surrender the Demised Premises to Landlord but Tenant shall remain liable as hereinafter provided. Notwithstanding the foregoing, if Named Tenant shall have assigned this Lease other than to an Affiliate or Successor of Named Tenant and Tenant shall fail to pay the monthly installment of Fixed Rent by the fifth (5th) Business Day of the applicable month more than two (2) times in any twelve (12) month period, then Landlord need only serve a written five (5) day notice of cancellation of this Lease upon Tenant, and upon the expiration of said five (5) days (unless such default is cured within such five (5) day period), this Lease and the term hereunder shall end and expire as fully and completely as if the date of expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this Lease and the term hereof. Further, notwithstanding the foregoing, if Tenant shall dispute, in good faith, the occurrence of any of the events described above in this Section 20.01(A), Tenant shall have the right to seek an injunction or other similar equitable relief to prevent Landlord from exercising its right to terminate this Lease and (if the court so orders and such order remains effective pending appeal) pending the final outcome of such dispute and during the cure period hereinafter provided for, Landlord shall not be entitled to terminate this Lease and Tenant shall retain the right to cure such default within the remainder of the applicable cure period, if any, set forth in Section 20.01(A) for such default, after such

dispute has been finally adjudicated adversely to Tenant, with all appeals having been exhausted. Landlord and Tenant acknowledge and agree that the occurrence of any of the events described above in this Section 20.01(A) shall not constitute a default during the pendency of any dispute resolution proceeding, judicial or otherwise, relating thereto. Landlord agrees that Tenant shall retain the right to cure any such default within the applicable cure period set forth in this Section 20.01(A) for such default after such dispute has been finally determined adversely to Tenant pursuant to any dispute resolution proceeding, judicial or otherwise.

B. If the notices provided for in Section 20.01.A hereof shall have been given, and the term shall expire as aforesaid, then Landlord may, without additional notice, dispossess Tenant by summary proceedings or other legal actions or proceedings, and the legal representative of Tenant or other occupant of the Demised Premises and remove their effects and hold the Demised Premises as if this Lease had not been made but Tenant shall remain liable hereunder as hereinafter provided.

20.02 In the case of any such termination of this Lease or dispossession by summary proceedings or other legal actions or proceedings, (a) the Fixed Rent and additional rent shall become due thereupon and be paid to the time of such dispossession, together with such expenses as Landlord may incur for reasonable attorneys' fees, brokerage, and/or putting the Demised Premises in good order, or for

preparing the same for re-rental (to the extent not amortized over the term of such re-rental); (b) Landlord may re-let the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant market concessions or free rent; and/or (c) Tenant or the legal representative of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent and additional rents hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected or to be collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. The failure of Landlord to re-let the Demised Premises or any part or parts thereof shall not release or affect Tenant's liability for damages, provided that Landlord shall use commercially reasonable efforts to re-let the Demised Premises at then market rents for a long term lease, provided further that Landlord shall not be deemed to have failed to use commercially reasonable efforts to re-let the Demised Premises if Landlord (a) leases full floors of office space in the World Trade Center prior to re-letting all or a portion of the Demised Premises, (b) refuses to re-let vacant space at less than the then applicable fair market rental rate, (c) refuses to re-let the Demised Premises in contiguous blocks of less

than four full floors, or (d) refuses to re-let the Demised Premises to multiple space tenants, as opposed to a single space tenant willing to occupy all of such space. Any such damages shall be paid in monthly installments by Tenant on the rent days specified in this Lease and any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. In lieu thereof, Landlord may accelerate such deficiency for the entire balance of the term assuming that the Demised Premises are re-let within a reasonable time given the then market conditions at a market rent for a lease for the balance of the Term and giving due consideration for market concessions including free rent, work allowance or other economic terms that would be granted in such a lease and costs incurred by Landlord in connection with such a lease (including, but not limited to, brokerage commissions and reasonable attorneys' fees), discounted to present value using the Prime Rate. Landlord at Landlord's option may make such alterations, repairs, replacements and/or decorations in the Demised Premises as Landlord in Landlord's reasonable judgment considers advisable and necessary for the purpose of re-letting the Demised Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Provided Landlord complies with its obligations under this Section 20.02, Landlord shall in no event be liable in any way whatsoever for failure to re-let the

Demised Premises, or in the event that the Demised Premises are re-let, for failure to collect the rent thereof under such re-letting and Tenant shall not be entitled to receive any such net rents collected in excess of any amounts owed by Tenant to Landlord under this Lease. Any such action may be an action for the full amount of all rents and damages suffered or to be suffered by Landlord. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for and the right to invoke any remedy at law or in equity which is not inconsistent with the terms of this Lease, subject in each case, with respect to Named Tenant, to the laws of the State of New York, including, without limitation, the Litigation Legislation. Mention in this Lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. The foregoing remedies and rights of Landlord are cumulative. Tenant hereby expressly waives and surrenders all right and privilege that Tenant might have under or by reason of any present or future law to redeem the Demised Premises or to have a continuance of this Lease after Tenant is dispossessed or ejected therefrom by process of Law or under the terms of this Lease or after any termination of this Lease. Tenant also hereby expressly waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or

dispossession for nonpayment of rent, and the provisions of any successor or other laws of like import.

20.03 In the event of a breach or threatened breach by Landlord of any of the covenants or provisions hereof, Tenant shall have the right of injunction and the right to invoke any remedy at law or in equity which is not inconsistent with the terms of this Lease in addition to other remedies of Tenant specifically provided for in this Lease.

ARTICLE 21

COVENANT OF QUIET ENJOYMENT

21.01 Landlord covenants and agrees with Tenant that, so long as this Lease is in full force and effect, Tenant may peaceably and quietly enjoy the Demised Premises, without hindrance or molestation by anyone claiming by, through or under Landlord subject, nevertheless, to the terms and conditions of this Lease, any SNDA Agreement with any Superior Lessor or Superior Mortgagee, the Net Lease, and the REOA.

ARTICLE 22

SURRENDER OF PREMISES

22.01 Upon the expiration or other termination of the term of this Lease with respect to all or portion of the Demised Premises, as applicable, Tenant shall quit and surrender the Demised Premises or portion thereof vacant, broom clean

and in their then "as-is" condition (subject to Tenant's repair and restoration obligations expressly set forth in this Lease) and shall remove all Tenant's Property and those Non-Standard Installations required to be removed by Tenant pursuant to the terms of this Lease therefrom. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Tenant shall not request a stay under the provisions of Section 2201 of the New York Civil Practice Law and Rules or under any successor law of like import then in force in connection with any holdover proceedings which Landlord may institute.

22.02 Tenant acknowledges that subject to the other terms herein, possession of the Demised Premises (or portion thereof) must be surrendered to Landlord at the applicable expiration or sooner termination of the term hereof with respect to the applicable space (including any Accommodation Space). The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant timely to surrender possession of the Demised Premises as aforesaid may be substantial and may be impossible to accurately measure. Tenant desires to limit and liquidate said amounts and therefore agrees that if possession of the Demised Premises is not surrendered to Landlord upon the applicable expiration or sooner termination of the term of this Lease with respect to the applicable space (including any Accommodation Space), then notwithstanding anything to the contrary contained in this Lease and in exchange for Landlord's waiver of its right to consequential

damages, Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in the Demised Premises after the applicable expiration or sooner termination of the term hereof with respect to the applicable space (including any Accommodation Space) prorated in the case of partial months, for use and occupancy, the aggregate sum of (i) the greater of (A) 150% for the first thirty (30) days of such holding over, 175% for the next thirty (30) days of such holding over, and 200% thereafter, of the amount of the installment of the annual Fixed Rent that was payable under this Lease for the last month of the term hereof with respect to the applicable space, and (B) 150% for the first thirty (30) days of such holding over, 175% for the next thirty (30) days of such holding over, and 200% thereafter, of the then fair market rent with respect to the applicable space, plus (ii) one-twelfth of all items of annual additional rent which would have been payable monthly pursuant to this Lease had the term with respect to the applicable space not expired or been terminated, plus (iii) those items of additional rent (other than annual additional rent) which would have been payable monthly pursuant to this Lease had the term with respect to the applicable space not expired or been terminated; which aggregate sum Tenant agrees to pay to Landlord within thirty (30) days after demand, in full without setoff, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over, nor shall Landlord be precluded by accepting such aggregate sum for use and occupancy from exercising all rights and

remedies available to it to obtain possession of the Demised Premises. The provisions of this Article 22 shall survive the expiration or earlier termination of this Lease.

ARTICLE 23

DEFINITION OF LANDLORD

23.01 Subject to the other terms of this Lease, the term "Landlord" wherever used in this Lease shall be limited to mean and include only the owner or owners at the time in question of the lessee's interest under the Net Lease to whom this Lease may be assigned, or a leasehold mortgagee thereof in possession, so that in the event of any sale, assignment or transfer of Landlord's interest as a lessee under the Net Lease to an unrelated third party, such transferor owner or mortgagee in possession shall thereupon be released and discharged from all covenants, conditions and agreements of Landlord hereunder, but such covenants, conditions and agreements shall thereupon be deemed assumed by and binding upon each new lessee under the Net Lease or mortgagee in possession for the time being, until the Landlord's interest as a lessee under the Net Lease is further sold, assigned or transferred to an unrelated third party.

ARTICLE 24

NOTICES

24.01 Except as otherwise expressly provided in this Lease, each notice, demand, request, consent, approval or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given and received (i) if personally delivered with proof of delivery thereof (any notice or communication so delivered being deemed to have been received at the time delivered on a Business Day or, if not a Business Day, the next succeeding Business Day), or (ii) sent by United States first-class registered or certified mail, return receipt requested, postage prepaid (any notice or communication so sent being deemed to have been received three (3) Business Days after the date of deposit in the United States mail), or (iii) by telecopier, provided a copy such notice shall also be sent by the method set forth in either clause (i) or (ii) above (any notice or communication so sent being deemed to have been received on the date of transmission, if a Business Day, or the first succeeding Business Day subsequent thereto), addressed to the respective parties as follows:

if to Tenant:	The Port Authority of New York and New Jersey One World Trade Center New York, New York 10048 Attention: Director of Real Estate Tel: (212) 435-8800 Fax: (212) 435-5046
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with a copy to: The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

if to Landlord: 1 World Trade Center LLC
c/o Silverstein Properties, Inc.
521 Fifth Avenue
New York, New York 10175
Attention: Larry A. Silverstein
Tel: (212) 551-7333
Fax: (212) 687-0067

with a copy to: Carb, Luria, Cook & Kufeld LLP
521 Fifth Avenue
New York, New York 10175
Attention: Leonard H. Carter, Esq.
Tel: (212) 986-3131
Fax: (212) 682-2682

or to such other address and/or fax number as may be specified by written notice sent in accordance herewith. All Statements with respect to Rent, including any Expense Statements (but excluding any default notices) may be sent by regular mail. Notices from Tenant may be sent by Tenant's agents or attorneys and notices from Landlord may be sent by Landlord's agents or attorneys.

ARTICLE 25

ARBITRATION

25.01 Landlord and Tenant shall have the right to submit disputes (i) to the extent permitted under Articles 4 and 13 and Sections 1.01 (pursuant to the "CPI" definition), 6.07 (Tenant's right only), 34.04, and 35.05 of this Lease (as set forth in such Sections), and (ii) where Landlord or Tenant otherwise have such right pursuant to the express provisions of this Lease, to arbitration in The City of New York under the Expedited Procedures provisions of the Commercial Arbitration Rules of the AAA; provided, however, that with respect to any such arbitration, (i) the list of arbitrators shall be returned within five (5) days from the date of mailing; (ii) the parties shall notify the AAA by telephone within four (4) days of any objections to the arbitrator appointed, and will have no right to object if the arbitrator so appointed was on the list submitted by the AAA and was not objected to within such four (4) day time period; (iii) the Notice of Hearing shall be four (4) days in advance of the hearing; (iv) the hearing shall be held within five (5) days after the appointment of the arbitrator; (v) the arbitrator shall have no right to award damages except with respect to a successful claim by one party that the other party has unreasonably withheld its consent in bad faith; (vi) the decision and award of the arbitrator shall be final and conclusive on the parties; and (vii) with respect to disputes under this Lease in which three (3) arbitrators are required pursuant to the

express provisions of this Lease, each party shall, on the date it submits such dispute to arbitration, select and appoint (in its sole and absolute discretion) one arbitrator to act as its designee and a third arbitrator shall be chosen in the manner set forth in clauses (i) and (ii) above (where applicable in this Article 25 to account for an arbitration with three arbitrators instead of one, the term "arbitrator" shall mean the plural "arbitrators"). The time periods set forth in this Section 25.01 are of the essence.

25.02 The arbitrator(s) conducting any arbitration shall be bound by the provisions of this Lease and shall not have the power to add to, subtract from, or otherwise modify such provisions. Landlord and Tenant agree to sign all documents and to do all other things necessary to submit any such matter to arbitration and further agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder which shall be binding and conclusive on the parties and shall constitute an "award" by the arbitrator(s) within the meaning of the AAA rules and applicable law. Judgment may be had on the decision and award of the arbitrator(s) so rendered in any court of competent jurisdiction. The arbitrator(s) shall be a qualified, disinterested and impartial person who shall have had at least 10 years experience in New York City in a calling connected with the matter of the dispute. Landlord and Tenant shall each have the right to appear and be repre-

sented by counsel before said arbitrator(s) and to submit such data and memoranda in support of their respective positions in the matter in dispute as may be reasonably necessary or appropriate in the circumstances. Each party hereunder shall pay its own costs, fees and expenses in connection with any arbitration or other action or proceeding brought under this Article 25, and the expenses and fees of the arbitrator selected shall be shared equally by Landlord and Tenant (provided, however, that where the arbitration is conducted by three arbitrators pursuant to the terms of this Lease, each party shall pay the expenses and fees of its designee and share equally the expenses and fees of the third arbitrator). Notwithstanding any contrary provisions hereof, Landlord and Tenant agree that, except with respect to a successful claim by one party that the other party has unreasonably withheld its consent in bad faith, (i) the arbitrators may not award or recommend any damages to be paid by either party and (ii) in no event shall either party be liable for, nor be entitled to recover, any damages.

25.03 This Article 25 shall survive the expiration or sooner termination of this Lease.

ARTICLE 26

RULES AND REGULATIONS

26.01 Tenant, its servants, employees, agents, visitors and licensees shall comply with the Rules and Regulations attached hereto and incorporated herein

as Exhibit N, provided that the term "Port Authority" as used therein shall be deemed to mean "Landlord." Landlord shall have the right from time to time during the term of this Lease, upon prior reasonable notice to Tenant, to make reasonable changes in and additions to the said Rules and Regulations with the same force and effect as if they were originally attached hereto and incorporated herein. If Tenant, in good faith, disputes the reasonableness of any additional Rule or Regulation hereafter adopted by Landlord then, pending the resolution of such dispute, Tenant shall comply with such contested Rule or Regulation. 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 delivery of a written notice upon Landlord within sixty (60) days after receipt by Tenant of written notice of the adoption of any such additional Rule or Regulation.

26.02 Subject to the provisions of this Section 26.02, any failure by Landlord to enforce any Rules and Regulations now or hereafter in effect, either against Tenant or any other tenant in the Building, shall not constitute a waiver of the enforceability of any such Rules and Regulations. Landlord shall not enforce, or fail to enforce, any of the Rules and Regulations in a manner which would be discriminatory toward Tenant. In addition, Landlord shall (i) not adopt any new Rules and Regulations affecting only Tenant, (ii) not unreasonably withhold or delay its consent to any approval required under the Rules and Regulations, and (iii) enforce

the Rules and Regulations against other tenants and occupants if Tenant is being adversely affected in any material respect by reason of any breach thereof (provided Landlord shall not be liable for such other tenant's violation of the Rules and Regulations). In the event of any conflict or discrepancy between the Rules and Regulations and the express terms and provisions of this Lease, the express terms and provisions of this Lease shall control. In the event of any conflict or discrepancy between the Rules and Regulations and the express terms and provisions of the Net Lease or the REOA, the express terms and provisions of the Net Lease or the REOA, as applicable, shall control.

26.03 The Rules and Regulations referred to herein shall be no more restrictive than those rules and regulations for other office tenants of the Building.

ARTICLE 27

WINDOW CLEANING

27.01 Landlord shall cause the exterior surfaces of the exterior Building windows and glass (but not the Building's facade) to be cleaned in conjunction with its regularly scheduled exterior window cleaning service but in any event no less frequently than on the average of once each six (6) month period during the Term.

ARTICLE 28

CONSENTS

28.01 Landlord and Tenant hereby waive any claim which it may have based upon any assertion that the other party has unreasonably withheld or unreasonably delayed any consent or approval (in cases where such party has agreed not to unreasonably withhold or delay such party's consent), and agree that the sole remedy of each party shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment (provided that any such remedies against Named Tenant shall be subject to any limitations thereon pursuant to the laws of the State of New York, including, without limitation, the Litigation Legislation). Neither Landlord nor Tenant shall have any personal or other liability to the other for its refusal to give any consent or approval provided, however, that if it shall be finally determined that either party acted capriciously and in bad faith or failed to comply with any final decision of any dispute resolution proceedings pursuant to the terms of this Lease, then the limitation on damages and remedies provided for in this Section 28.01 shall have no further application with respect to such act (except that remedies against Named Tenant shall continue to be subject to any limitations thereon pursuant to the laws of the State of New York, including, without limitation, the Litigation Legislation).

ARTICLE 29

MISCELLANEOUS

29.01 Tenant shall not place a load upon any floor of the Demised Premises which exceeds one hundred (100) pounds per square foot except for any loads in excess of such amount with respect to floors (or the applicable portions thereof) which have been reinforced to support such excess in accordance with the Port Authority Manual. Subject to Article 13 hereof, Tenant, at its cost, shall have the right to augment the load bearing capacity of any floor by reinforcing same in compliance with applicable Law.

29.02 Business machines and mechanical equipment belonging to Tenant, Landlord or other tenants of the Building which may cause noise, vibration or any other nuisance that may be transmitted to other portions of the Building to such a degree as to interfere with the use or enjoyment by Tenant or other tenants of their premises or the public portions of the Building or which adversely affect the Building's structure, shall be placed and maintained by the party owning such machines and/or equipment at such party's cost and expense, in settings of cork, rubber or spring type vibration eliminators sufficient to eliminate any such noise or vibration, but Tenant shall not be entitled to any rent diminution resulting from such annoyance or interference (unless otherwise expressly provided herein).

29.03 Tenant, in its capacity as Net Lessor, shall have the right to waive, as to Net Lessor, any rights and protections provided in this Lease for the benefit of Superior Lessors. Any such waiver shall be in writing, recite that is applicable to this Lease, expressly identify the right, protection or other item being waived and expressly recite that it is for the benefit of the Landlord and Tenant.

29.04 Each of Landlord and Tenant waives the right to trial by jury in any proceeding to recover possession of the Demised Premises that may hereafter be instituted against such party or generally in any action that may be brought hereunder, provided such waiver is not prohibited by law. Tenant shall not interpose any counter-claim in any summary proceeding, except for compulsory counter-claims.

29.05 (a) The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or, as applicable, any of the Rules and Regulations attached hereto 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 delivery of keys to any employee of Landlord or of Landlord's agent shall not operate as a termination of this Lease or a surrender of the Demised Premises. The receipt or acceptance by Landlord, or payment by Tenant, of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver

of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing signed by such party. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent required to be paid shall be deemed to be other than on account of the earliest such rent, nor shall the acceptance of any wire transfer of funds or any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such wire transfer, check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy in this Lease provided.

(b) Any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease 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. All references in this Lease to the consent or approval of either party shall be deemed to mean the written consent or approval of such party and no consent or approval of such party shall be effective for any purpose unless such consent or approval is set forth in a written instrument executed by such party.

29.06 This Lease with its exhibits, schedules and annexes (and all other documents being executed by the parties in connection with this Lease) contain the entire agreement between Landlord and Tenant and any executory agreement

hereafter made between Landlord and Tenant shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is signed by the parties hereto. This Lease may not be orally waived, terminated, changed or modified.

29.07 The captions of Articles in this Lease and its Table of Contents and Index are inserted only as a convenience and for reference and they in no way define, limit or describe the scope of this Lease or the intent of any provision thereof. References to Articles and Sections are to those in this Lease unless otherwise noted.

29.08 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.

29.09 Intentionally Omitted.

29.10 Each of the schedules and exhibits appended to this Lease is incorporated by reference herein as if set out in full herein. If, and to the extent that,

any of the provisions of this Lease conflict, or are otherwise inconsistent, with any of the schedules and exhibits appended to this Lease, then, whether or not such inconsistency is expressly noted in this Lease, the provision of this Lease shall prevail, and any inconsistency with the Rules and Regulations shall be deemed a waiver of such Rules and Regulations with respect to Tenant to the extent of the inconsistency.

29.11 (i) Whenever this Lease shall provide that Landlord or Tenant shall pay the out-of-pocket costs of the other party, such out-of-pocket costs shall be commercially reasonable, and (ii) whenever a party requests reimbursement for its out-of-pocket costs, upon request of the other party, such party shall deliver to the requesting party bills, receipts, invoices or other documentation reasonably evidencing such costs, and (iii) in the event such documentation is not so delivered with 5 days after request therefor, the time periods set forth herein with respect to any such payments shall be tolled until 5 days after delivery to the requesting party of such documentation.

29.12 Landlord and Tenant each represent and warrant to the other that (a) this Lease (i) has been duly authorized, executed and delivered by such party and (ii) constitutes the legal, valid and binding obligation of such party and (b) the execution and delivery of this Lease is not prohibited by, nor does it conflict with, or constitute a default under, any agreement or instrument to which such party may be bound or any Law applicable to such party.

29.13 Notwithstanding anything to the contrary contained in this Lease, if more than one occupant of the Building, including Tenant, is chargeable by Landlord for the same costs and expenses relating to the same services or work requested by or provided to Tenant and such other occupant(s) of the Building for which Tenant is chargeable (whether performed on an overtime basis or otherwise), then Tenant shall only be charged for a proportionate share of such costs and expenses, which apportionment shall be based on the amount of services or work requested by such parties, provided that the same Building system (or portion thereof) shall be used in connection with such services or work.

29.14 Unless Landlord grants other tenants or occupants of the Building the right to smoke in their premises, smoking shall be prohibited at all times within the Demised Premises. This policy shall apply to all employees, officers, clients, contractors and visitors of Tenant in the Demised Premises and shall cover all common work areas, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairways, rest rooms, locker rooms, shops, stockrooms, and other within the Demised Premises not specifically listed above. Tenant acknowledges that smoking is prohibited in the ground floor lobby and other common areas of the Building but Tenant shall have no responsibility to prevent smoking in any areas outside of the Demised Premises.

29.15 This Lease is submitted to Tenant on the understanding that it shall not be considered an offer and shall not bind Landlord or Tenant in any way until (i) each party has duly executed and delivered duplicate originals and (ii) any SNDA Agreements required on the commencement of this Lease have been executed and delivered by all required parties (unless waived by Tenant).

29.16 Whenever this Lease shall provide that a consent shall not be unreasonably withheld or delayed, such consent shall also not be unreasonably conditioned.

29.17 Neither Landlord nor Tenant nor any of any their respective employees, representatives, agents or consultants shall publicize, advertise or otherwise disclose to third parties any of the economic terms (including, but not limited to, the Fixed Rent or other Rent payable hereunder) nor any of the material terms of this Lease without the prior written consent of the other party except to the extent such disclosure of such information is required to be made (a) to any actual or prospective purchasers, equity investors, partners, mortgagees (including participants or syndicate members), overlessors, assignees or subtenants (or any of their respective employees, representatives, agents or consultants), (b) by Law (including to the extent required with respect to any disclosure requirements under applicable Law), (c) in any arbitration or litigation between the parties, (d) to any governmental agency providing to Landlord and/or Tenant business incentives, or to any govern-

mental entity which is a party to an agreement pursuant to which such business incentives are being provided to Landlord and/or Tenant, or (e) to such parties advisors, consultants, auditors, accountants, attorneys, officers, employees for a valid business purpose provided such parties agree to keep such information confidential.

ARTICLE 30

SUCCESSORS AND ASSIGNS

30.01 The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and, except as otherwise provided herein, their assigns.

ARTICLE 31

HAZARDOUS MATERIALS; ASBESTOS REMOVAL

31.01 Other than with respect to Hazardous Materials existing as of the date hereof at the Building, neither Landlord nor Tenant (solely in connection with its acts as Tenant hereunder after the date hereof) shall cause or permit "Hazardous Materials" (as defined below) to be used, transported, stored, released, handled, produced or installed in, on or from, the Demised Premises or the Building. The term "Hazardous Materials" shall, for the purposes hereof, mean any flammable, explosive or radioactive materials; hazardous wastes; hazardous and toxic substances

or related materials; asbestos or any material containing asbestos; or any other such substance or material; as defined by any federal, state or local law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing (collectively, "Environmental Laws"). Notwithstanding the foregoing, the restriction in the first sentence of this Section 31.01 shall not be deemed to be a restriction on materials and supplies typically and lawfully used in connection with the performance of Alterations by Tenant or Landlord, and the operation and maintenance of offices (provided the same are in such quantities, and are used, handled and stored all in accordance with all applicable Environmental Laws and the Port Authority Manual). In the event of a breach of the provisions of this Article 31, the non-breaching party may, in addition to all of its rights and remedies under this Lease and pursuant to law, require the breaching party, at the breaching party's sole cost and expense, to remove any such Hazardous Materials from the Demised Premises or the Building in the manner prescribed for such removal by all applicable Environmental Laws and other applicable Legal Requirements and the breaching party shall indemnify and hold the non-breaching party harmless from and against any loss, liability, damages, and costs and expenses

(including, without limitation, reasonable attorneys' fees) that the non-breaching party may at any time suffer by reason of the existence of such Hazardous Materials. In the event any Hazardous Materials (which the parties acknowledge includes, without limitation, asbestos containing material) which (i) were neither present in the Building or the Demised Premises, as applicable, as of the Commencement Date nor brought or introduced into the Building or the Demised Premises, as applicable, by Tenant (in its capacity as Tenant hereunder, as the owner of the World Trade Center, or as Net Lessor) are found in the Building or the Demised Premises, as applicable, or at, on or under the Land, or (ii) are required to be removed, remediated or abated by applicable Environmental Laws or Legal Requirements (as in effect as of the Commencement Date and as same may hereafter to be revised or amended, provided that any such revision or amendment shall not be caused by Net Lessor principally or predominantly for the benefit of Named Tenant for purposes of Named Tenant's rights under this Lease) then (A) Landlord shall promptly remove, remediate and/or abate such Hazardous Materials at Landlord's sole cost and expense to the extent required under all applicable Environmental Laws and other Legal Requirements, except that Tenant shall remediate Hazardous Materials which were present in the Demised Premises as of the Commencement Date to the extent such remediation is required pursuant to Legal Requirements as a result of Tenant's Alterations and, in connection with any revisions or amendments to Environmental Laws or Legal

Requirements enacted after the Commencement Date, Landlord shall only be obligated to remove, remediate and/or abate Hazardous Materials located in or behind the partition walls of the Demised Premises and above the ceiling tiles of the Demised Premises, (B) Landlord, and its successors and assigns, shall forever indemnify and hold Tenant harmless from and against any loss, liability, damages, and costs and expenses (including, without limitation, reasonable attorneys' fees) that Tenant may at any time suffer by reason of the existence of such Hazardous Materials, and (C) Tenant shall receive a proportionate abatement of Fixed Rent and additional rent with respect to any portion of the Demised Premises which Tenant reasonably elects not to use and vacates because of the existence of such Hazardous Materials in the Building from the date Tenant vacates such space until the date of removal of such Hazardous Materials. Landlord shall comply with all Environmental Laws applicable to the Building and the Demised Premises except as otherwise expressly set forth in this Section 31.01. The provisions of this Article 31 shall survive the expiration or sooner termination of this Lease.

ARTICLE 32

LIMITATION OF TENANT'S LIABILITY

32.01 Neither the Commissioners of The Port Authority of New York and New Jersey nor the shareholders, members, directors, or partners of the Tenant, nor any of them, nor any officer, agent, or employee of the Tenant shall be

charged personally by any party hereto with any liability or held liable to them under any term or provision of this Lease, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

ARTICLE 33

SUBMISSION TO JURISDICTION

33.01 Landlord and Tenant each hereby (a) irrevocably consents and submits to the jurisdiction of any Federal, state, county or municipal court sitting in the County of New York in respect to any action or proceeding concerning any matters arising out of or in any way relating to this Lease; (b) irrevocably waives all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceedings if the same is brought in New York City; (c) agrees that the laws of the State of New York shall govern in any such action or proceeding and waives any defense to any action or proceeding granted by the laws of any other country or jurisdiction unless such defense is also allowed by the laws of the State of New York; and (d) agrees that any final judgment rendered against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Landlord and Tenant further agree that any action or proceeding in respect to any matters arising out of or in any way relating to this Lease shall be brought only in the State of New York, County of New York. As of the date hereof, Tenant's

address for notices given by Landlord and service of process under this Lease shall be Tenant's address as set forth in Article 24 hereof.

33.02 Notwithstanding the foregoing nor anything to the contrary contained in this Lease, Landlord hereby expressly acknowledges that any litigation instituted by Landlord against Named Tenant must be brought in accordance with the requirements of the Litigation Legislation and nothing contained in Section 33.01 above or any other provisions of this Lease shall be deemed a waiver by Named Tenant of any provisions, rights or requirements thereunder.

33.03 Notwithstanding anything to the contrary contained herein, Landlord shall not, without the express written consent of the General Counsel of Named Tenant raise or take any action in any matter or proceeding concerning any issues involving in any way the jurisdiction of any tribunal over the person of Named Tenant, the immunity of the Commissioners of The Port Authority of New York and New Jersey or the immunity of the Named Tenant or its officers, agents or employees, the governmental nature of Named Tenant and the provisions of any statutes with respect to suits against Named Tenant, or the immunity from taxes of (x) Named Tenant or (y) the bonds, notes or other obligations of Named Tenant. Further, Landlord shall not take nor publish any position which is inconsistent with the rights and jurisdiction of Named Tenant as set forth and established in the World Trade Center Legislation for the effectuation of the World Trade Center.

ARTICLE 34

RIGHT OF FIRST OFFER

34.01 Provided that this Lease is then in full force and effect, Named Tenant is not in monetary or material non-monetary default under this Lease beyond any applicable notice and cure period, and that Named Tenant shall then be in occupancy of not less than 200,000 RSF in the Building, Named Tenant only shall have a right of first offer (the "ROFO Option") to be exercised by written notice (a "ROFO Notice") as hereinafter provided, to include in this Lease for the balance of the term of this Lease (including, to the extent so elected by Named Tenant in accordance with Article 35, any Renewal Term) as part of the Demised Premises any rentable square footage of the Building constituting one or more full floors and located on floors 43 through 78, inclusive, of the Building as same may become available during the term of this Lease (the "ROFO Space"). Tenant shall not have the right to exercise the ROFO Option in the last five (5) years of the Initial Term unless Tenant also exercises its First Renewal Option. Named Tenant shall also have the ROFO Option during each of the Renewal Terms, provided that Tenant also exercises the next succeeding Renewal Option. If and when Named Tenant shall have exercised the ROFO Option with respect to three (3) full floors of the Building, Named Tenant shall no longer have any further ROFO Option. Named Tenant may exercise the ROFO by giving Landlord a ROFO Notice within fifteen (15) days after

Landlord provides Named Tenant with written notice (the "Landlord ROFO Notice") of the anticipated availability of ROFO Space, which notice Landlord hereby covenants to promptly deliver to Named Tenant when applicable and prior to offering such ROFO Space to any third party or entering into an agreement covering the letting of such ROFO Space. Time shall be of the essence with respect to the fifteen (15) day period for Tenant to respond to the Landlord ROFO Notice if Landlord shall provide a second written notice to Tenant not less than five (5) nor more than ten (10) days prior to the expiration of such fifteen (15) day period which second written notice shall state in bold capital letters the following: **IF TENANT FAILS TO RESPOND WITHIN [] DAYS AFTER RECEIPT OF THIS NOTICE, THEN TENANT SHALL BE DEEMED TO HAVE WAIVED ITS ROFO OPTION WITH RESPECT TO THE SPACE DESCRIBED IN THE NOTICE ENCLOSED HEREWITH.** Landlord's ROFO Notice shall set forth (i) all ROFO Space which will become available and (ii) the date upon which Landlord anticipates such ROFO Space will become available, or, in the case of such ROFO Space which is anticipated to become available as a result of the bankruptcy or default of the tenant in occupancy of the applicable space ("Default ROFO Space"), the date upon which Landlord estimates such ROFO Space will become available. Other than in connection with Default ROFO Space, Landlord's notice shall not be given more than eighteen (18) months before the date on which Landlord believes

any such ROFO Space will become available. If more than one ROFO Space is available at any one time (i.e., two (2) or more full floors satisfying the conditions of this Section 34.01), Named Tenant shall have the right to exercise its ROFO Option as to all or any one or more of such full floors constituting such ROFO Space. Notwithstanding the foregoing, the ROFO Option shall be subject and subordinate to the rights of other tenants to renew or extend such tenant's lease covering such ROFO Space whether or not there is an express renewal right in the applicable lease and Named Tenant shall only have the right to exercise the ROFO Option with respect to ROFO Space for which Named Tenant has the intention of actually occupying for the conduct of its business (i.e., not the intention to sublet such ROFO Space).

34.02 Any ROFO Notice shall be irrevocable upon delivery and if Named Tenant fails to deliver to Landlord any ROFO Notice in accordance with the terms of Section 34.01, the ROFO Option which was to be the subject of such ROFO Notice shall be deemed waived and all of Named Tenant's rights with respect thereto shall wholly cease, terminate and expire and Named Tenant agrees upon request of Landlord to confirm such non-exercise in writing, but failure to do so by Named Tenant shall not operate to revive any rights of Named Tenant under this Article with respect to such ROFO Option.

34.03 The Fixed Rent for the applicable ROFO Space shall be equal to the greater of (i) 95% of the annual fair market rental value as to the applicable ROFO Space determined as of the date which is the anticipated delivery date of each such ROFO Space to Named Tenant, and (ii) the then Fixed Rent per RSF payable under this Lease with respect to Office Space, and shall commence to be payable on the actual delivery date of each such ROFO Space provided Tenant receives written notice from Landlord of such actual delivery date not less than ten (10) Business Days prior thereto. Landlord and Named Tenant shall seek to agree as to the amount of such fair market rental value for the applicable ROFO Space within thirty (30) days after Landlord's receipt of the respective ROFO Notice. The determination of such fair market rental value shall be determined on the basis of the highest and best use of such ROFO Space as offices assuming same were free and clear of all leases and tenancies (including this Lease), that the ROFO Space is available in the then rental market for the Comparable Buildings, that Landlord has had a reasonable time to locate a tenant who rents with the knowledge of the uses to which the ROFO Space can be adapted, and that neither Landlord nor the prospective tenant is under any compulsion to rent, and taking into account: the fair market rental value of untenanted space in the Building and Comparable Buildings of similar size, with a similar term and of comparable condition; the fact that the Expense Base for the ROFO Space shall be as set forth in this Lease; the fact that as of the first day of the

term with respect to the ROFO Space, Tenant shall not be required to pay, in addition to the escalation payments presently provided for under this Lease, Tenant's share of such other escalation payments, if any, which Landlord is then charging tenants under new leases in the Building or landlords are then charging tenants under leases in the Comparable Buildings; the fact that Landlord shall have no obligation to pay any brokerage commissions in connection with any the ROFO Space; the fact that no free rent, work allowance or other economic terms that would be granted in a market lease for the ROFO Space will be required under this Lease; the cost of any "down time" or "vacancy period" which Landlord would incur if it had to lease the ROFO Space to a new tenant; the fact that the ROFO Space is available in the Building and Tenant is already occupying the Demised Premises (and, accordingly, Tenant, by leasing the ROFO Space, avoids the necessity of operating from two different locations); and all other relevant factors.

34.04 If Landlord and Named Tenant shall not agree as to the annual fair market rental value of any ROFO Space by the date which is thirty (30) days after a ROFO Notice is given, then either Landlord or Named Tenant may deliver written notice to the other that such party desires to have the annual fair market rental value of the applicable ROFO Space determined by arbitration and in such event said annual fair market rental value for the ROFO Space shall be determined by arbitration with three (3) arbitrators in accordance with the provisions of Article 25 except

that the arbitrators so specified in such notices shall be licensed real estate brokers or appraisers doing business in the Borough of Manhattan, City and State of New York, and having not less than ten (10) years' active experience as real estate brokers of office space or appraisers of office buildings and leased office space in said Borough. In making their determination, the arbitrators shall consider the criteria set forth in Section 34.03 and follow the directions set forth in this Article.

34.05 If at the delivery date of any ROFO Space, the annual fair market rental payable for such ROFO Space in accordance with the foregoing paragraphs of this Article shall not have been determined, then, pending such determination, Named Tenant shall pay Fixed Rent for such ROFO Space at the rate per RSF that is then payable with respect to Office Space hereunder (the "Temporary ROFO Rate"). After the determination by arbitration of the annual fair market rental value of the ROFO Space, if such value is more than the Temporary ROFO Rate, an appropriate adjustment of rental shall be made and within ten (10) Business Days after such final determination Named Tenant shall pay the sum owed to Landlord. Thereafter payment shall be made as determined in the arbitration or at the rate per RSF that is then payable with respect to Office Space hereunder, whichever is greater.

34.06 In addition to the annual Fixed Rent payable by Named Tenant in respect of any ROFO Space determined as herein provided, Named Tenant shall

be responsible for the payment of all additional rent and other costs and charges in respect of such ROFO Space as are in this Lease provided for the Demised Premises (including but not limited to Named Tenant's Tax Percentage of Taxes, if applicable, and Named Tenant's Expense Percentage of increases in Expenses over the Expense Base on the same formulas as set forth in Article 4 and on the then total RSF of the Demised Premises).

34.07 A. In the event Named Tenant duly and properly exercises any ROFO Option under this Article, the ROFO Space covered by such option shall automatically become part of the Demised Premises covered by this Lease upon delivery of possession thereof to Named Tenant without the execution of an amendment to this Lease. Landlord shall give Named Tenant at least ten (10) Business Days' notice of the actual delivery date of the applicable ROFO Space which date shall not be more than sixty (60) days earlier than the anticipated delivery date set forth in the Landlord ROFO Notice. At the request of either party, the parties shall promptly execute and deliver a written amendment to this Lease reflecting the addition of any ROFO Space as part of the Demised Premises for the remainder of the term of this Lease and the increase of the Fixed Rent and Tenant's Percentage applicable to such ROFO Space. Landlord shall not be required to perform any work with respect to any such ROFO Space or to give Named Tenant any work allowance or free rent with respect to any ROFO Space. Notwithstanding the foregoing, in the

event Landlord fails or is unable to deliver all or any portion of any such ROFO Space to Named Tenant on the proposed delivery date thereof as a result of the holding over of the prior tenant, Landlord shall not be subject to any liability whatsoever for such failure or inability to deliver possession (other than as expressly set forth below in this Section 34.07.A) and the exercise of said option and all of the provisions of this Lease shall remain effective and in full force and effect, but the Fixed Rent and additional rent shall not commence with respect to such portion of such ROFO Space until the date on which the same is actually delivered to Named Tenant. Landlord shall promptly inform Named Tenant of any anticipated delay of the anticipated delivery date. Landlord will promptly take all reasonable action against any holdover tenant of the ROFO Space to obtain possession thereof including, without limitation, the commencement and prosecution of a summary dispossess proceeding against any such holdover tenant, and Landlord will diligently pursue obtaining possession of such ROFO Space (except, with respect to Default ROFO Space, if Landlord no longer has the right to obtain such possession) and keep Tenant informed of the status thereof. Nothing herein shall operate to extend the Expiration Date for any of the Demised Premises (including, but not limited to, any ROFO Space) beyond the date otherwise fixed for the expiration of the term of this Lease. If any ROFO Space is not so delivered to Named Tenant within eight (8) months after the anticipated delivery date of such ROFO Space set forth in the Landlord

ROFO Notice, then Named Tenant shall have the right (to be exercised at any time after the expiration of such eight (8) month period) to rescind its election to add to the Demised Premises such ROFO Space. If Named Tenant exercises such rescission option and Landlord does not deliver such ROFO Space to Named Tenant within thirty (30) days after the giving of such rescission notice, then such ROFO Space shall not become part of the Demised Premises. Other than with respect to Default ROFO Space, if Landlord is unable to deliver the ROFO Space to Named Tenant within twelve (12) months after the anticipated delivery date of such ROFO Space set forth in the Landlord ROFO Notice, then Landlord shall pay to Named Tenant (as agreed upon liquidated damages for Named Tenant's inconveniences) fifty percent (50%) of the amount (if any) by which the rentals paid by any holdover tenant during such holdover period exceed the amount of (x) the fair market rental value of the applicable ROFO Space immediately prior to such holdover and (y) actual out-of-pocket costs and expenses incurred by Landlord in seeking to remove such holdover tenant from possession of such ROFO Space.

B. Subject to the provisions of Section 34.07.A, Named Tenant expressly waives any right to rescind this Lease under Section 223-a of the New York Real Property Law or under any present or future statute of similar import then in force and Tenant further expressly waives the right to recover any damages (other than as expressly set forth in Section 34.07.A above), direct or indirect, which may

result from Landlord's failure to deliver possession on the anticipated delivery date with respect to any ROFO Space. Named Tenant agrees that the provisions of this Section are intended to constitute "an express provision to the contrary" within the meaning of said Section 223-a.

34.08 Except as set forth in this Article 34, all of the terms of this Lease shall apply to any ROFO Space which is added to the Demised Premises pursuant to this Article 34 as if such ROFO Space were originally included as part of the Demised Premises.

ARTICLE 35

RENEWAL OPTIONS

35.01 A. Provided this Lease is in full force and effect immediately prior to (i) the date Tenant delivers to Landlord the First Election Notice (as hereinafter defined) and (ii) the expiration of the Initial Term, and provided that Tenant is not in monetary or material non-monetary default beyond any applicable notice and cure period as of the date Tenant delivers to Landlord the First Election Notice, Tenant shall have the option to renew the term of this Lease (the "First Renewal Option") for all of the then Demised Premises (or, at Tenant's option, for a portion thereof consisting of entire full floors in a contiguous block of at least 75% of the RSF (from the uppermost or lowermost floor, as the case may be, of the Demised Premises downward or upward, as the case may be)) for an additional (i) five (5) year

term (the "First Renewal Term") commencing on the day immediately following the end of the Initial Term and ending five (5) years later, which shall thereupon be and become the Expiration Date of this Lease. Except as provided in this Section 35.01.A, the annual Fixed Rent for the First Renewal Term shall be equal to the greater of (i) 90% of the then fair market rental value of the Demised Premises (or the renewed portion thereof) as determined pursuant to the provisions of Section 35.03(b) hereof, and (ii) the sum of 90% of the then Fixed Rent per RSF payable under this Lease and 90% of the Escalation Expense Payments payable by Tenant allocable to the renewed portion of the Demised Premises for the Expense Year immediately preceding the year in which the First Renewal Term commences, as finally determined (but in no event more than 100% of the then fair market rental value of the Demised Premises (or the renewed portion thereof) as determined pursuant to the provisions of Section 35.03(b) hereof). Notwithstanding the foregoing (i) any portion of the Demised Premises renewed which has been subleased to third parties other than Tenant's Affiliates or Successors shall be renewed for an annual Fixed Rent equal to 100% of the then fair market rental value of such sublet portion of the Demised Premises as determined pursuant to the provisions of Section 35.03(b) hereof, (ii) if this Lease has been assigned by Named Tenant to a third party other than Named Tenant's Affiliates or Successors this Lease shall be renewed for an annual Fixed Rent equal to 100% of the then fair market rental value of the

Demised Premises as determined pursuant to the provisions of Section 35.03(b), and (iii) subject to (i) and (ii) above, any ROFO Space theretofore added to the Demised Premises shall be renewed for an annual Fixed Rent equal to the greater of (A) 95% of the then fair market rental value of such ROFO Space as determined pursuant to the provisions of Section 35.03(b) hereof, and (B) the sum of 90% of the then Fixed Rent per RSF payable under this Lease for Office Space and 90% of the Escalation Expense Payments per RSF payable by Tenant for the Expense Year immediately preceding the year in which the First Renewal Term commences, as finally determined (but in no event more than 100% of the then fair market rental value of such ROFO Space as determined pursuant to the provisions of Section 35.03(b) hereof). The First Renewal Option shall be exercised by written notice to Landlord delivered no later than twenty-four (24) months prior to the end of the Initial Term (the "First Election Notice").

B. Provided that Tenant has exercised the First Renewal Option and provided further that this Lease is in full force and effect immediately prior to (i) the date Tenant delivers to Landlord the Second Election Notice (as hereinafter defined), and (ii) the expiration of the First Renewal Term, and provided that Tenant is not in monetary or material non-monetary default beyond any applicable notice and cure period as of the date Tenant delivers to Landlord the Second Election Notice, Tenant shall have the option to renew the term of this Lease (the "Second

Renewal Option") for all of the then Demised Premises (or, at Tenant's option, for a portion thereof consisting of entire full floors in a contiguous block of at least 75% of the RSF of the Demised Premises as constituted immediately prior to the First Renewal Term (from the uppermost or lowermost floor, as the case may be, of the Demised Premises downward or upward, as the case may be) for an additional five (5) year term (the "Second Renewal Term") commencing on the day immediately following the end of the First Renewal Term and ending five (5) years later which date shall thereupon be and become the Expiration Date of this Lease. Except as provided in this Section 35.01.B, the annual Fixed Rent for the Second Renewal Term shall be equal to the greater of (i) 90% of the then fair market rental value of the Demised Premises (or the renewed portion thereof) as determined pursuant to the provisions of Section 35.03(b) hereof, and (ii) the sum of 90% of the then Fixed Rent per RSF payable under this Lease and 90% of the Escalation Expense Payments payable by Tenant allocable to the renewed portion of the Demised Premises for the Expense Year immediately preceding the year in which the Second Renewal Term commences, as finally determined (but in no event more than 100% of the then fair market rental value of the Demised Premises (or the renewed portion thereof) as determined pursuant to the provisions of Section 35.03(b) hereof). Notwithstanding the foregoing (i) any portion of the Demised Premises renewed which has been subleased to third parties other than Tenant's Affiliates or Successors shall be

renewed for an annual Fixed Rent equal to 100% of the then fair market rental value of such sublet portion of the Demised Premises as determined pursuant to the provisions of Section 35.03(b) hereof, (ii) if this Lease has been assigned by Named Tenant to a third party other than Named Tenant's Affiliates or Successors this Lease shall be renewed for an annual Fixed Rent equal to 100% of the then fair market rental value of the Demised Premises as determined pursuant to the provisions of Section 35.03(b), and (iii) subject to (i) and (ii) above, any ROFO Space theretofore added to the Demised Premises shall be renewed for an annual Fixed Rent equal to the greater of (A) 95% of the then fair market rental value of such ROFO Space as determined pursuant to the provisions of Section 35.03(b) hereof, and (B) the sum of 90% of the then Fixed Rent per RSF payable under this Lease for Office Space and 90% of the Escalation Expense Payments per RSF payable by Tenant for the Expense Year immediately preceding the year in which the Second Renewal Term commences, as finally determined (but in no event more than 100% of the then fair market rental value of such ROFO Space as determined pursuant to the provisions of Section 35.03(b) hereof). The Second Renewal Option shall be exercised by written notice to Landlord delivered no later than twenty-four (24) months prior to the end of the First Renewal Term (the "Second Election Notice").

C. Provided that Tenant has exercised the Second Renewal Option and provided further that this Lease is in full force and effect immediately

prior to (i) the date Tenant delivers to Landlord the Third Election Notice (as hereinafter defined) and (ii) the expiration of the Second Renewal Term, and provided that Tenant is not in monetary or material non-monetary default beyond any applicable notice and cure period as of the date Tenant delivers to Landlord the Third Election Notice, Tenant shall have the option to renew the term of this Lease (the "Third Renewal Option") for all of the then Demised Premises (or, at Tenant's option, for a portion thereof consisting of entire full floors in a contiguous block of at least 75% of the RSF of the Demised Premises as constituted immediately prior to the First Renewal Term (from the uppermost or lowermost floor, as the case may be, of the Demised Premises downward or upward, as the case may be) for an additional five (5) year term (the "Third Renewal Term") commencing on the day after immediately following the end of the Second Renewal Term and ending five (5) years later which date shall thereupon be and become the Expiration Date of this Lease. Except as provided in this Section 35.01.C, the annual Fixed Rent for the Third Renewal Term shall be equal to the greater of (i) 90% of the then fair market rental value of the Demised Premises (or the renewed portion thereof) as determined pursuant to the provisions of Section 35.03(b) hereof, and (ii) the sum of 90% of the then Fixed Rent per RSF payable under this Lease and 90% of the Escalation Expense Payments payable by Tenant allocable to the renewed portion of the Demised Premises for the Expense Year immediately preceding the year in which the Third Renewal Term

commences, as finally determined (but in no event more than 100% of the then fair market rental value of the Demised Premises (or the renewed portion thereof) as determined pursuant to the provisions of Section 35.03(b) hereof). Notwithstanding the foregoing (i) any portion of the Demised Premises renewed which has been subleased to third parties other than Tenant's Affiliates or Successors shall be renewed for an annual Fixed Rent equal to 100% of the then fair market rental value of such sublet portion of the Demised Premises as determined pursuant to the provisions of Section 35.03(b) hereof, (ii) if this Lease has been assigned by Named Tenant to a third party other than Named Tenant's Affiliates or Successors this Lease shall be renewed for an annual Fixed Rent equal to 100% of the then fair market rental value of the Demised Premises as determined pursuant to the provisions of Section 35.03(b), and (iii) subject to (i) and (ii) above, any ROFO Space theretofore added to the Demised Premises shall be renewed for an annual Fixed Rent equal to the greater of (A) 95% of the then fair market rental value of such ROFO Space as determined pursuant to the provisions of Section 35.03(b) hereof, and (B) the sum of 90% of the then Fixed Rent per RSF payable under this Lease for Office Space and 90% of the Escalation Expense Payments per RSF payable by Tenant for the Expense Year immediately preceding the year in which the Third Renewal Term commences, as finally determined (but in no event more than 100% of the then fair market rental value of such ROFO Space as determined pursuant to the provisions of

Section 35.03(b) hereof). The Third Renewal Option shall be exercised by written notice to Landlord delivered no later than twenty-four (24) months prior to the end of the Second Renewal Term (the "Third Election Notice").

D. Provided that Tenant has exercised the Third Renewal Option and provided further that this Lease is in full force and effect immediately prior to (i) the date Tenant delivers to Landlord the Fourth Election Notice (as hereinafter defined) and (ii) the expiration of the Third Renewal Term, and provided that Tenant is not in monetary or material non-monetary default beyond any applicable notice and cure period as of the date Tenant delivers to Landlord the Fourth Election Notice, Tenant shall have the option to renew the term of this Lease (the "Fourth Renewal Option") for all of the then Demised Premises (or, at Tenant's option, for a portion thereof consisting of entire full floors in a contiguous block of at least 75% of the RSF of the Demised Premises as constituted immediately prior to the First Renewal Term (from the uppermost or lowermost floor, as the case may be, of the Demised Premises downward or upward, as the case may be) for an additional five (5) year term (the "Fourth Renewal Term") commencing on the day immediately following the end of the Third Renewal Term and ending five (5) years later which date shall thereupon be and become the Expiration Date of this Lease. Except as provided in this Section 35.01.D, the annual Fixed Rent for the Fourth Renewal Term shall be equal to the greater of (i) 90% of the then fair market rental value of

the Demised Premises (or the renewed portion thereof) as determined pursuant to the provisions of Section 35.03(b) hereof, and (ii) the sum of 90% of the then Fixed Rent per RSF payable under this Lease and 90% of the Escalation Expense Payments payable by Tenant allocable to the renewed portion of the Demised Premises for the Expense Year immediately preceding the year in which the Fourth Renewal Term commences, as finally determined (but in no event more than 100% of the then fair market rental value of the Demised Premises (or the renewed portion thereof) as determined pursuant to the provisions of Section 35.03(b) hereof). Notwithstanding the foregoing (i) any portion of the Demised Premises renewed which has been subleased to third parties other than Tenant's Affiliates or Successors shall be renewed for an annual Fixed Rent equal to 100% of the then fair market rental value of such sublet portion of the Demised Premises as determined pursuant to the provisions of Section 35.03(b) hereof, (ii) if this Lease has been assigned by Named Tenant to a third party other than Named Tenant's Affiliates or Successors this Lease shall be renewed for an annual Fixed Rent equal to 100% of the then fair market rental value of the Demised Premises as determined pursuant to the provisions of Section 35.03(b), and (iii) subject to (i) and (ii) above, any ROFO Space theretofore added to the Demised Premises shall be renewed for an annual Fixed Rent equal to the greater of (A) 95% of the then fair market rental value of such ROFO Space as determined pursuant to the provisions of Section 35.03(b) hereof, and (B) the sum of

90% of the then Fixed Rent per RSF payable under this Lease for Office Space and 90% of the Escalation Expense Payments per RSF payable by Tenant for the Expense Year immediately preceding the year in which the Fourth Renewal Term commences, as finally determined (but in no event more than 100% of the then fair market rental value of such ROFO Space as determined pursuant to the provisions of Section 35.03(b) hereof). The Fourth Renewal Option shall be exercised by written notice to Landlord delivered no later than twenty-four (24) months prior to the end of the Third Renewal Term (the "Fourth Election Notice").

35.02. This Lease, as so extended during the applicable Renewal Term, shall be upon the same terms and conditions as contained in this Lease except that (i) other than as set forth in Section 35.01, the annual Fixed Rent for the applicable Renewal Term shall be a sum equal to 90% of the then fair market rental value (such fair market rental value to be determined as set forth below in this Section 35.02); (ii) the Demised Premises shall be delivered in its then "as is" condition; (iii) Landlord shall not be required to do any work to the Demised Premises or to provide any work allowance or free rent period or concession in connection with Tenant's continued occupancy of the Demised Premises; (iv) the Expense Base during any Renewal Term shall be the calendar year in which the applicable Renewal Term commences; and (v) this Lease, (1) as extended for the First Renewal Term, shall not contain the First Renewal Option provided in this Article, (2) as extended, if applica-

ble, for the Second Renewal Term, shall not contain the Second Renewal Option, (3) as extended, if applicable, for the Third Renewal Term, shall not contain the Third Renewal Option, and (4) as extended, if applicable, for the Fourth Renewal Term, shall not contain the Fourth Renewal Option. For purposes of this Section 35.02, the fair market rental value of the Demised Premises shall be determined as of the commencement date of the respective Renewal Term on the basis of the highest and best use of the Demised Premises as offices assuming the Demised Premises are free of all leases and tenancies (including this Lease), that the Demised Premises are available in the then rental market for the Comparable Buildings, that Landlord has had a reasonable time to locate a tenant who rents with the knowledge of the uses to which the Demised Premises can be adapted, and that neither Landlord nor the prospective tenant is under any compulsion to rent, and taking into account: the fair market rental value of untenanted space in the Building and Comparable Buildings of similar size, with a similar term and of comparable condition; the fact that the Expense Base for the Demised Premises shall be the calendar year in which the applicable Renewal Term occurs; the fact that as of the first day of the Renewal Term, Tenant shall not be required to pay, in addition to the escalation payments presently provided for under this Lease, Tenant's share of such other escalation payments, if any, which Landlord is then charging tenants under new leases in the Building or landlords are then charging tenants under leases in Comparable Build-

ings; the fact that Landlord is not obligated to pay a brokerage commission with respect to the Renewal Term; the fact that neither Landlord nor Tenant will incur alteration expenses; the fact that no free rent, work allowance or other economic terms that would be granted in a market lease for the Renewal Term will be required under this Lease; the cost of any "down time" or "vacancy period" which Landlord would incur if it had to lease the Demised Premises to a new tenant; the fact that the Demised Premises are available in the Building and Tenant is already occupying the Demised Premises (and, accordingly, Tenant, by leasing the Demised Premises during the Renewal Term, avoids the necessity of relocating its operations from the Demised Premises and will accordingly not incur moving or relocation expenses); the renewal and expansion rights pursuant to the terms of this Lease; and all other relevant factors.

35.03 The exercise of any of the Renewal Options shall only be effective upon, and in compliance with, the provisions of this Article 35 and the following terms and conditions:

(a) Time shall be of the essence in connection with the exercise of any Renewal Option and the delivery of any Election Notice by Tenant hereunder if Landlord shall provide written notice to Tenant not less than five (5) nor more than one hundred twenty (120) days prior to the latest date on which Tenant may exercise the applicable Renewal Option which written notice shall state in bold capital letters

the following: **IF TENANT FAILS TO RESPOND WITHIN [] DAYS AFTER RECEIPT OF THIS NOTICE, THEN TENANT SHALL BE DEEMED TO HAVE WAIVED ITS RENEWAL OPTION.** Any Election Notice shall be irrevocable by Tenant upon delivery. If Tenant shall fail to duly exercise any Renewal Option within the applicable time period set forth in this Article 35, Tenant shall, upon request of Landlord, confirm such non-exercise in writing, but failure or refusal to do so by Tenant shall not operate to revive or reinstate any rights of Tenant under this Article, and the right to exercise the applicable Renewal Option shall be of no further force and effect.

(b) No later than three (3) months prior to the outside date(s) for Tenant's exercise of its applicable Renewal Option, Landlord shall advise Tenant in writing of Landlord's commercially reasonable estimate of the fair market rental value of the Demised Premises ("Landlord's Estimate") for the applicable Renewal Term. Together with Tenant's delivery of the applicable Election Notice, Tenant shall advise Landlord in writing of Tenant's commercially reasonable estimate of the fair market rental value of the Demised Premises ("Tenant's Estimate") for the applicable Renewal Term. If Landlord and Tenant shall not agree as to such fair market rental value by the date which is thirty (30) days after the Election Notice is given, then either Landlord or Tenant may deliver written notice to the other that such party desires to have the annual fair market rental value of the Demised

Premises determined by arbitration and in such event said annual fair market rental value shall be determined by arbitration as hereinafter in this Article, provided, however, in no event shall the annual fair market rental value be more than Landlord's Estimate nor less than Tenant's Estimate.

35.04 If Landlord and Tenant shall be unable to agree as to the annual fair market rental value as set forth in Section 35.03(b), then said annual fair market rental value for the Demised Premises shall be determined by arbitration with three (3) arbitrators in accordance with the provisions of Article 25 except that the arbitrators so specified in such notices shall be licensed real estate brokers or appraisers doing business in the Borough of Manhattan, City and State of New York, and having not less than ten (10) years' active experience as real estate brokers of office space or appraisers of office buildings and leased office space in said Borough. In making their determination, the arbitrators shall consider the criteria set forth in Section 35.02 and follow the directions set forth in this Article.

35.05 A. If on the rent commencement date of a Renewal Term, the amount of the Fixed Rent payable during that Renewal Term in accordance with the foregoing paragraphs of this Article shall not have been determined, then, pending such determination, Tenant shall pay Fixed Rent for the Demised Premises at the rate per RSF that is then payable with respect to Office Space and Tenant Subgrade Space hereunder, as applicable (the "Temporary Rate"). After the determination by

arbitration of the annual fair market rental value of the Demised Premises, if such rental value is greater or less than the Temporary Rate, Landlord shall promptly credit to Tenant against the Fixed Rent next due the excess of the Temporary Rate over (or Tenant shall within ten (10) days after the such final determination pay to Landlord the shortfall of the Temporary Rate below) the rental value determined by the arbitration, and the Fixed Rent so determined by the arbitration shall be payable during that Renewal Term.

B. Upon determination of the Fixed Rent for the Renewal Term, Landlord and Tenant shall execute, acknowledge and deliver to each other an agreement specifying the amount of the Fixed Rent for such Renewal Term (but any failure to execute such an agreement shall not affect Tenant's obligation to pay and Landlord's right to receive such Fixed Rent).

ARTICLE 36

SIGNAGE

36.01 Intentionally Omitted.

36.02 Landlord shall, at Landlord's cost and expense, for Named Tenant (and for any assignee or subtenant of Named Tenant in actual occupancy of at least 350,000 RSF of the Building), install, erect, maintain, repair, replace and display an identification sign in (i) provided that Named Tenant is in actual occupancy of not less than 200,000 RSF of the Building (or such assignee or subtenant of

Named Tenant is in actual occupancy of at least 350,000 RSF of the Building, as applicable), the ground floor lobby of the Building identifying Named Tenant (and any such assignee or subtenant, if applicable) on the marquee sign located behind the concierge desk on the ground floor lobby of the Building in a manner substantially similar to the identification signs identifying Empire Blue Cross and Blue Shield and Marsh on such marquee sign as of the date hereof, and (ii) provided that Named Tenant (or any such assignee or subtenant, if applicable) is in actual occupancy of at least one (1) full floor of the Building, the 44th Floor Sky Lobby (as defined below) in the local elevator banks serving the Demised Premises. The materials, design, color, location, and method of the installation and affixation to the Building of such signs shall be proposed by Tenant and subject to Landlord's prior written approval, which shall not be unreasonably withheld or delayed. In addition, Tenant may, for itself and for any assignee, subtenant, and/or Permitted Occupant, at its cost and expense: (i) install, erect, maintain, repair, replace and display any signs, advertising, posters or similar devices in or on the interior portions of the Demised Premises provided such signs, advertising, posters or similar devices are not visible through the exterior windows, exterior glass walls or exterior doors thereof, and (ii) erect, maintain and display, on the exterior entrance doors of the Demised Premises, and on the exterior walls and in the public corridors and elevator lobbies on each floor on which a portion of the Demised Premises is located a reasonable number of identifi-

cation, directional and informational signs subject to Landlord's reasonable approval. Tenant shall also be entitled, at no cost to Tenant, for itself, and for any assignee, subtenant, and/or Permitted Occupant to: (i) the total number of listings on the Building standard directory on each floor on which a portion of the Demised Premises is located; and (ii) the use of one (1) building standard line for each one thousand (1,000) RSF contained in the Demised Premises, such lines to be located on the main directory maintained in the ground floor lobby of the Building and the directories maintained in the 44th Floor Sky Lobby and the 78th Floor Sky Lobby (i.e., the lobbies located on the 44th floor and the 78th floor of the Building, respectively). Tenant shall be entitled to retain the existing imprinted lines for the main directory maintained in the lobby of the Building, the directory maintained in the 44th Floor Sky Lobby and the 78th Floor Sky Lobby, and the listings on the building standard directory on each floor on which a portion of the Demised Premises is located. Within thirty (30) days after request therefor the Landlord will supply and install any replacement listings and Tenant shall pay Landlord's reasonable changes therefor.

36.03 In addition to the foregoing, in the event that Landlord shall hereafter maintain an electronic building directory, Tenant shall have the right to maintain a listing of Tenant, any Affiliate of Tenant, any subtenant of Tenant, or any Permitted Occupant, and any of their respective executives, partners, members and

employees other than support staff (i.e., secretaries, word processors, operations personnel and the like). Landlord shall change such listings provided Tenant pays Landlord's reasonable charges therefor.

36.04 Landlord shall have the right, at Landlord's cost and expense and upon not less than thirty (30) days prior written notice to Tenant, to change the materials, design, location, and method of the installation and affixation to the Building of the identification sign identifying Named Tenant (or any assignee or subtenant of Named Tenant, if applicable) in the ground floor lobby of the Building in connection with a signage program instituted by Landlord which is consistent with lobby signage programs at Comparable Buildings and which is applicable to and affects all tenant identification signage in the ground floor lobby of the Building, provided, however, that in any such event (i) no tenant or occupant in the Building then letting less space than Tenant shall have more signage rights than Tenant, (ii) Tenant's identification signage shall be no less prominent or visible in relation to other tenant's or occupants identification signage then Tenant's identification signage was prior to any such change, and (iii) Tenant's identification signage rights shall not be unreasonably affected.

ARTICLE 37

CAFETERIA; FLUE

37.01 Tenant shall be permitted to continue to use all or any portion of the Demised Premises which, on the Commencement Date, is utilized for the operation of the Tenant's existing kitchen and cafeteria (together, the "Cafeteria") for such use in accordance with this Section 37.01. Tenant shall maintain (at its cost and expense) any and all required permits, licenses and certificates therefor (provided, however, that if the Named Tenant shall be the Tenant hereunder, any such permit, license or certificate required from the Code Compliance Office shall be deemed obtained). The use of the Cafeteria by Tenant shall comply with all applicable Laws and with such other reasonable rules and regulations as Landlord may adopt from time to time in accordance with the terms of this Lease, and shall be used by Tenant for the preparation and dispensing of food solely for, and the consumption of food solely by, Tenant, its directors, employees, invitees, guests, subtenants and other tenants or occupants in the Building but not the general public, provided, however, that Tenant shall not hold itself out as having a Cafeteria which is open to other tenants or occupants in the Building other than as contemplated by the immediately succeeding sentence. For so long as Tenant shall continue to operate the Cafeteria, Tenant will permit Marsh and Empire Blue Cross and Blue Shield to utilize such Cafeteria in accordance with the terms of their respective leases for space at the

Building, as such terms are set forth on the date hereof. Tenant shall not sublet or license the operation of the Cafeteria separately (i.e., other than as an ancillary use to office uses) provided that Tenant shall be permitted to hire an operator to operate and manage the Cafeteria in connection with Tenant's use thereof without same being a violation of the foregoing.

37.02 Tenant, without additional rent or charge, shall be entitled to the exclusive use of the cafeteria flue, flue shaft space, and any kitchen exhaust fan or other related equipment servicing the Cafeteria which exists as of the Commencement Date for the removal of cooking exhaust from the Cafeteria in accordance with applicable Law. Tenant shall not permit odors or exhaust to emanate from the Cafeteria into the common areas of the Building or into the premises of other tenants.

37.03 Tenant, at Tenant's sole cost and expense, shall keep such flue clean and maintained in good working order during the term of this Lease and shall maintain all exhaust equipment for the ventilation of Tenant's flue. Tenant shall pay Landlord for Tenant's electricity usage in connection with any of its exhaust equipment based upon a submeter measuring such electricity usage in the manner set forth in Article 7 hereof. Tenant shall install such submeter at Tenant's sole cost and expense.

ARTICLE 38

RECEPTION AND SECURITY DESK

38.01 A. Provided that Tenant shall then be in occupancy of not less than 200,000 RSF in the Building, Landlord shall provide one exclusive screening station and an exclusive queuing line on the ground floor lobby of the Building staffed by an attendant during such hours as may be requested by Tenant for the purpose of processing Tenant's visitors and invitees, such station and queuing line to be designated by appropriate signage reasonably acceptable to Tenant. Tenant shall pay the actual out-of-pocket costs incurred by Landlord for the staffing of such screening station during the hours requested by Tenant. Tenant agrees that the exclusive screening station and an exclusive queuing line designated for its use may be used to process visitors and invitees to space in the Building other than the Demised Premises when such screening station and an exclusive queuing line is not needed to process Tenant's visitors and invitees. In lieu of the foregoing, and provided that Tenant shall then be in occupancy of not less than 200,000 RSF in the Building, Tenant, at Tenant's option and at Tenant's sole cost and expense, but at no additional rent or charge, shall have the right to utilize space for Tenant's own reception and security desk (the design, specifications, size, manner of installation, materials and color of which shall be subject to the prior written approval of Landlord, such approval not to be unreasonably withheld). Such reception and security

desk shall be in a location to be reasonably agreed upon by Landlord and Tenant on the ground floor lobby of the Building which will provide adequate security to the elevator banks serving the Demised Premises including multiple screening locations for the purpose of processing visitors and invitees to the Building and identification scanning equipment connected to the Building's security system. Landlord shall staff an attendant at Tenant's own reception and security desk during the hours requested by Tenant and Tenant shall pay the actual out-of-pocket costs incurred by Landlord for the staffing of such screening station during the hours requested by Tenant.

B. Unless Tenant shall elect to utilize space for its own reception and security desk, Tenant shall be entitled to (i) at least as much exclusive space at the Building reception and security desk as any other tenant of the Building and (ii) appropriate signage on or about the reception and security desk, reasonably approved by Landlord, at least as prominent as that of any other tenant of the Building. Landlord shall provide electricity to Tenant's reception and security desk or to Tenant's portion of the Building reception and security desk, as applicable, without charge (but subject to recoupment pursuant to the terms of Article 4). Tenant at its cost shall be permitted to maintain a connection between Tenant's portion of the Building reception and security desk or Tenant's own reception and security desk, as the case may be, to the telephone and data systems of the Demised Premises.

Landlord shall permit Tenant to maintain any existing connection into the telephone/data closet servicing the Building's reception and security desk and, if no such connection exists or if Tenant shall elect to utilize space for its own reception and security desk, shall permit Tenant to install and maintain a connection to the telephone/data closet closest to the applicable reception and security desk, provided that such connection shall be made by Tenant at Tenant's sole cost and expense and such connection must first be reasonably approved by Landlord and shall be made by Tenant in accordance with the provisions of Article 13. Landlord agrees that Tenant may install (at its sole cost and expense) a remote monitor of Tenant's elevators at its portion of the Building's reception and security desk or its own reception and security desk, as the case may be, in a manner reasonably approved by Landlord and Tenant, at its cost, shall be responsible for the repair and maintenance thereof and liable for all claims which may be made by any third party with respect to use and operation thereof (other than to the extent such claims result from the acts or omissions of Landlord, or its agents, employees or contractors) and Tenant shall comply with all Legal Requirements applicable thereto.

ARTICLE 39

MEMORANDUM OF LEASE

39.01 At the request of either party, Landlord and Tenant shall execute, acknowledge and deliver a memorandum with respect to this Lease suffi-

cient for recording (in substantially the form attached hereto and made a part hereof as Exhibit I) and any applicable amendments or supplements thereto, as well as any transfer and/or gains tax returns or other such forms or affidavits necessary to effect such recording. The party recording the memorandum or any such amendment or supplement thereto shall pay all recordings charges, if any, applicable thereto. Upon the expiration or earlier termination of this Lease, Tenant shall execute such documentation as Landlord shall reasonably request to remove any such memorandum of this Lease of record.

ARTICLE 40

ADDITIONAL PARKING

40.01 Landlord hereby grants to Named Tenant during the entire Term, the irrevocable exclusive right and license to use the space on subgrade level B-3 of the World Trade Center (the "Additional Parking Area") as shown in diagonal hatching on Exhibit U for the parking of automobiles for Named Tenant's employees, visitors and guests and for storage and other ancillary uses. The Additional Parking Area shall be deemed to contain seventy-two thousand seven hundred and seventy (72,770) RSF, as same may be decreased pursuant to the provisions of Section 40.02 below. Named Tenant shall pay to Landlord as additional Fixed Rent the following amounts: [REDACTED] per RSF of the Additional Parking Area from and after the Commencement Date through and including the date which is one (1) day

prior to the fifth (5th) anniversary of the Commencement Date; [REDACTED] per RSF of the Additional Parking Area from and after the fifth (5th) anniversary of the Commencement Date through and including the date which is one (1) day prior to the tenth (10th) anniversary of the Commencement Date; [REDACTED] per RSF of the Additional Parking Area from and after the tenth (10th) anniversary of the Commencement Date through and including the date which is one (1) day prior to the fifteenth (15th) anniversary of the Commencement Date; and [REDACTED] per RSF of the Additional Parking Area from and after the fifteenth (15th) anniversary of the Commencement Date through and including the Expiration Date.

40.02 Named Tenant shall have the continuing option (the "Parking Reduction Option") to reduce the Additional Parking Area by surrendering to Landlord all or any portion thereof (any such surrendered area, the "Relinquished Parking Area"). Such Parking Reduction Option may be exercised by Named Tenant upon not less than thirty (30) days prior written notice to Landlord and shall be effective as of the date (the "Parking Reduction Date") set forth for such surrender in such notice from Named Tenant. All Relinquished Parking Area shall be contiguous and Landlord shall have, to the extent reasonably necessary, access to any such Relinquished Parking Area through any remaining Additional Parking Area. Notwithstanding any such reduction by Named Tenant hereunder, Named Tenant shall remain liable to pay all Fixed Rent for the Relinquished Parking Area through

the Parking Reduction Date. On or prior to the Parking Reduction Date, Named Tenant shall vacate the Relinquished Parking Area and surrender possession thereof to Landlord. Upon reduction of the Additional Parking Area, Landlord and Named Tenant shall be relieved of any obligations under this Lease with respect to the Relinquished Parking Area for the period following such Parking Reduction Date, other than those accruing prior to the Parking Reduction Date, and Landlord and Named Tenant shall execute an agreement stating the Parking Reduction Date and that the parties shall be relieved of any obligations under this Lease in respect of the period following such Parking Reduction Date, other than those accruing prior to the Parking Reduction Date, but the failure to execute such agreement shall not affect the provisions of this Section 40.02.

40.03 Landlord shall have the right, at Landlord's cost and expense and upon not less than thirty (30) days prior written notice to Named Tenant, to change the location of the Additional Parking Area, provided, however, that in any such event (i) such changed location is substantially comparable to the location of the initial Additional Parking Area in all respects, including, without limitation, as to number of parking spaces, size, utility to Named Tenant, configuration, layout, contiguity, location within the subgrade level B-3 of the World Trade Center, and condition, and (ii) Named Tenant's Additional Parking Area rights shall not be unreasonably affected.

ARTICLE 41

SPACE REDUCTION OPTION

41.01 Provided that Named Tenant is not then in monetary or material non-monetary default under this Lease beyond any applicable notice and cure period, Named Tenant only, during the Initial Term only, shall have the continuing separate options (each a "Reduction Option") to reduce the Demised Premises by surrendering to Landlord in full floor increments (each a "Relinquished Floor") up to 200,000 RSF for each and every successive exercise of a Reduction Option (i.e., such 200,000 RSF limitation shall apply to each Reduction Option individually and not as an aggregate limitation over the Term). Such Reduction Option may be exercised by Named Tenant commencing as of the seventh (7th) anniversary of the Commencement Date and thereafter on the first day of each successive twenty-four (24) month period of the Term (each a "Reduction Date"), provided, that the exercise of a Reduction Option and the cancellation and reduction of the RSF which is the subject thereof shall only be effective upon compliance with the following terms and conditions:

A. Named Tenant shall give Landlord at least twelve (12) months' prior written notice of its election to reduce the Demised Premises (the "Reduction Notice"). Any such Reduction Notice shall be irrevocable upon delivery.

B. Named Tenant's right to reduce the Demised Premises shall apply only with respect to contiguous full floors of the Demised Premises starting from the uppermost or lowermost floor, as the case may be, downward or upward, as applicable. If, however, Tenant shall have exercised one or more ROFO Options and such ROFO Space shall not be contiguous floors, such ROFO Space may be included in the Relinquished Floors, provided, however, if such ROFO Space consists of multiple contiguous floors, the Relinquished Floors of such ROFO Space shall start downward or upward, as applicable from the uppermost or lowermost floor of such ROFO Space,

C. Notwithstanding any such reduction by Named Tenant hereunder, Named Tenant shall remain liable to pay all Fixed Rent and additional rent for the Relinquished Floors through the Reduction Date.

D. On or prior to the Reduction Date, Named Tenant shall vacate the Relinquished Floors and surrender possession thereof to Landlord in accordance with the provisions of this Lease, as if said Reduction Date were the original Expiration Date hereof with respect to such Relinquished Floors.

E. Upon reduction of the Demised Premises, Landlord and Named Tenant shall be relieved of any obligations under this Lease with respect to the Relinquished Floors for the period following such Reduction Date, other than those accruing or arising prior to, or which expressly survive, the Reduction Date and

except as provided above in this Article 41, and Landlord and Named Tenant shall execute an agreement in recordable form, hereafter referred to as the "Lease Reduction Agreement" stating among other things, the Reduction Date and that the parties shall be relieved of any obligations under this Lease in respect of the period following such Reduction Date, other than those accruing or arising prior to, or which expressly survive, the Reduction Date, and except as otherwise provided in this Article 41.

F. With respect to the period commencing on the seventh (7th) anniversary of the Commencement Date and ending on the day prior to the tenth (10th) anniversary of the Commencement Date, Named Tenant shall not exercise its Reduction Option(s) so as to reduce the Demised Premises by more than 200,000 RSF in the aggregate.

41.02 If Named Tenant shall fail to duly exercise any applicable Reduction Option set forth in this Article, then all of Named Tenant's rights with respect to such applicable Reduction Option shall wholly cease, terminate and expire. In the event Named Tenant shall fail to notify Landlord of its election within the applicable time period as provided herein, Named Tenant shall be conclusively deemed to have failed to have exercised said Reduction Option, and Named Tenant agrees upon request of Landlord to confirm such non-exercise in writing, but the failure of the Landlord to make such request or, if requested by Landlord, the failure

to do so by Named Tenant, shall not operate to revive or reinstate any rights of Named Tenant under this Article 41.

41.03 Landlord and Named Tenant shall execute, acknowledge and deliver any transfer tax returns, affidavits or other documents then required by any applicable governmental authorities to effectuate the reduction of the Demised Premises under this Article 41 and/or to record the Lease Reduction Agreement. The party recording any such documents or the Lease Reduction Agreement shall pay all recording charges, if any, applicable thereto.

ARTICLE 42

CODE COMPLIANCE OFFICE APPROVAL

42.01 In connection with any reference in this Lease to (i) the deemed approval, consent, or waiver of the Code Compliance Office, (ii) a permit, license or certificate being deemed to be obtained from the Code Compliance Office, or (iii) the deemed compliance with any Legal Requirements or Laws of Net Lessor or the Code Compliance Office, Named Tenant hereby covenants and agrees that Named Tenant will comply in good faith with intent and purposes of the Port Authority Manual as same applies to the circumstance in question, as interpreted by the Chief Engineer of The Port Authority of New York and New Jersey, and that such interpretation shall be consistently applied to both Named Tenant and other

tenants of the World Trade Center in similar or comparable circumstances and not in a preferential manner principally for the benefit of Named Tenant.

42.02 Tenant acknowledges that, in the event that (i) The Port Authority of New York and New Jersey no longer holds the fee interest in the Land and the Building or, (ii) the Code Compliance Office shall cease to have exclusive jurisdiction over the premises demised under the Net Lease with respect to the applicable circumstance in question, the references described in Section 42.01 above shall not be deemed to exempt Tenant from its obligations to comply with all applicable Legal Requirements in accordance with the terms of this Lease or otherwise comply with all applicable provisions of this Lease.

ARTICLE 43

WTCA PREMISES

43.01 Provided that the Trademark License Agreement has been executed by World Trade Centers Association, Inc. ("WTCA") and delivered to or for the benefit of a Landlord Entity, then upon the expiration or earlier termination of that certain Agreement of Lease (the "WTCA Lease") between Named Tenant, as lessor, and WTCA, as lessee, dated as of November 7, 1985, as same was thereafter amended by that certain Supplemental Agreement No. 1 dated January 31, 1991, that certain Supplemental Agreement No. 2 dated November 30, 1992, that certain Supplemental Agreement No. 3 dated September 25, 1994, and that certain Supple-

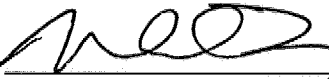
mental Agreement No. 4, dated November 1, 2000, with respect to certain premises in the Building located on the 77th floor and containing approximately 9,105 RSF of Office Space and 1,009 RSF of storage space (as such Office Space and storage space is shown in diagonal cross-hatching on Exhibit W hereto) and one (1) parking space located in subgrade level B-3 (as more particularly described in the WTCA Lease), such 9,105 RSF of Office Space and 1,009 RSF of storage space shall be included as part of the Demised Premises as additional Office Space demised hereunder for the Term, upon all the terms and conditions of this Lease, including with respect to the payment of Fixed Rent (at the then applicable Fixed Rent for Office Space set forth herein) and the payment of Additional Rent, and the one (1) parking space in subgrade level B-3 shall be licensed to Tenant hereunder for the Term at no additional charge (the foregoing additional Office Space, storage space and parking space are hereafter referred to as the "WTCA Premises"). At the request of either party, the parties shall promptly execute and deliver a written amendment to this Lease reflecting the addition of the WTCA Premises as part of the Demised Premises for the remainder of the term of this Lease and the increase of the Fixed Rent and Tenant's Percentage applicable to the WTCA Premises. Tenant shall have the right to sublet the WTCA Premises to WTCA without the consent of Landlord and without such subletting being subject to Landlord's Recapture Option or any

other restriction set forth under Article 8 of this Lease other than the restrictions set forth in Section 8.06 hereof.

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

LANDLORD:

1 WORLD TRADE CENTER LLC,
a Delaware limited liability company

By: 
Name: MICHAEL LEVY
Title: Vice President

TENANT:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

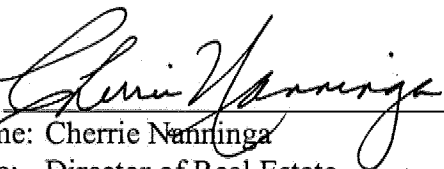
By: 
Name: Cherrie Nanninga
Title: Director of Real Estate

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
DEFINITIONS; PREMISES; TERM	<u>1</u>
ARTICLE 2	
COMMENCEMENT OF TERM; CONDITION OF THE DEMISED PRE- MISES; TERM OF ACCOMMODATION SPACE	<u>21</u>
ARTICLE 3	
RENT	<u>27</u>
ARTICLE 4	
TAXES; EXPENSE PAYMENTS; ADJUSTMENTS OF RENT; ESCALA- TION	<u>33</u>
ARTICLE 5	
USE	<u>72</u>
ARTICLE 6	
SERVICES AND EQUIPMENT; LICENSED SPACE	<u>80</u>
ARTICLE 7	
ELECTRIC	<u>111</u>
ARTICLE 8	
ASSIGNMENT, SUBLETTING, MORTGAGING	<u>123</u>
ARTICLE 9	
SUBORDINATION, NON-DISTURBANCE, ESTOPPEL CERTIFICATE	<u>145</u>
ARTICLE 10	
ENTRY; RIGHT TO CHANGE PUBLIC PORTIONS OF THE BUILDING	<u>154</u>

ARTICLE 11	
LAWS, ORDINANCES,	
REQUIREMENTS OF PUBLIC AUTHORITIES	<u>161</u>
ARTICLE 12	
REPAIRS	<u>166</u>
ARTICLE 13	
ALTERATIONS; FIXTURES	<u>172</u>
ARTICLE 14	
EACH PARTY'S RIGHT TO PERFORM	
THE OTHER PARTY'S OBLIGATIONS	<u>194</u>
ARTICLE 15	
NO LIABILITY OF LANDLORD; FORCE MAJEURE	<u>196</u>
ARTICLE 16	
INSURANCE	<u>200</u>
ARTICLE 17	
DAMAGE BY FIRE OR OTHER CAUSE	<u>208</u>
ARTICLE 18	
CONDEMNATION	<u>215</u>
ARTICLE 19	
BANKRUPTCY	<u>219</u>
ARTICLE 20	
DEFAULTS AND REMEDIES; WAIVER OF REDEMPTION	<u>220</u>
ARTICLE 21	
COVENANT OF QUIET ENJOYMENT	<u>228</u>
ARTICLE 22	
SURRENDER OF PREMISES	<u>228</u>

ARTICLE 23	
DEFINITION OF LANDLORD	<u>231</u>
ARTICLE 24	
NOTICES	<u>231</u>
ARTICLE 25	
ARBITRATION	<u>233</u>
ARTICLE 26	
RULES AND REGULATIONS	<u>236</u>
ARTICLE 27	
WINDOW CLEANING	<u>238</u>
ARTICLE 28	
CONSENTS	<u>238</u>
ARTICLE 29	
MISCELLANEOUS	<u>239</u>
ARTICLE 30	
SUCCESSORS AND ASSIGNS	<u>246</u>
ARTICLE 31	
HAZARDOUS MATERIALS	<u>247</u>
ARTICLE 32	
LIMITATION OF TENANT'S LIABILITY	<u>250</u>
ARTICLE 33	
SUBMISSION TO JURISDICTION	<u>250</u>
ARTICLE 34	
RIGHT OF FIRST OFFER	<u>252</u>
ARTICLE 35	
RENEWAL OPTION	<u>262</u>

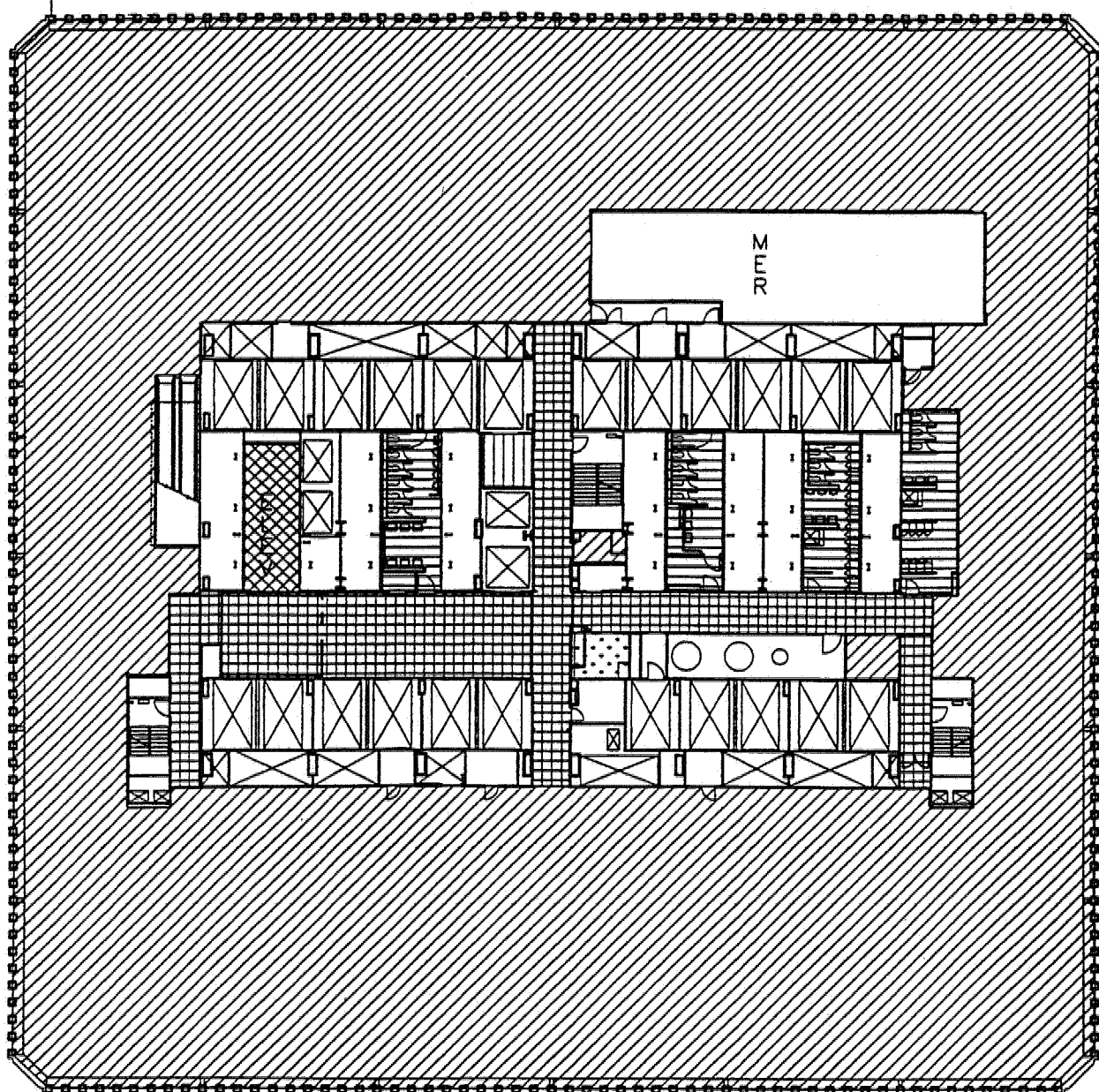
ARTICLE 36	
SIGNAGE	<u>276</u>
ARTICLE 37	
CAFETERIA; FLUE	<u>279</u>
ARTICLE 38	
RECEPTION AND SECURITY DESK	<u>281</u>
ARTICLE 39	
MEMORANDUM OF LEASE	<u>284</u>
ARTICLE 40	
ADDITIONAL PARKING	<u>284</u>
ARTICLE 41	
SPACE REDUCTION OPTION	<u>287</u>
ARTICLE 42	
CODE COMPLIANCE OFFICE APPROVAL	<u>290</u>
ARTICLE 43	
WTCA PREMISES	<u>291</u>

Exhibits

Exhibit A	43 rd and 61 st thru 74 th Floor Office Space (Full Floors)
Exhibit A-1	44 th Floor Office Space
Exhibit A-2	77 th Floor Office Space
Exhibit B	Tenant Subgrade Space
Exhibit C-1	21 st Floor Accommodation Space
Exhibit C-2	46 th Floor Accommodation Space
Exhibit C-3	52 nd Floor Accommodation Space
Exhibit C-4	75 th Floor Accommodation Space
Exhibit C-5	78 th Floor Accommodation Space
Exhibit C-6	82 nd Floor Accommodation Space
Exhibit C-7	86 th Floor Accommodation Space
Exhibit C-8	88 th Floor Accommodation Space
Exhibit D	Description of Land
Exhibit E	Rentable Square Feet per Floor
Exhibit F-1	Cleaning Specifications (Full Floors)
Exhibit F-2	Cleaning Specifications (Partial Floors)
Exhibit G	Intentionally Omitted
Exhibit H	Intentionally Omitted
Exhibit I	Memorandum of Lease
Exhibit J	Subtenant SNDA
Exhibit K	Superior Lease SNDA
Exhibit L	Superior Mortgage SNDA
Exhibit M	List of Approved Contractors
Exhibit N	Rules and Regulations

Exhibit O	Real Estate Board of New York Measurements
Exhibit P	Intentionally Omitted
Exhibit Q	HVAC Specifications
Exhibit R	Intentionally Omitted
Exhibit S	B-1 Space/2,450 RSF
Exhibit T	Loading Dock/Truck Bay/Parking Slip
Exhibit U	Additional Leased Parking Area
Exhibit V	B-3 Parking Area (110 Spaces)
Exhibit W	WTCA Premises

101



LEGEND

OFFICE AREA



PASSENGER ELEVATOR LOBBY



FREIGHT ELEVATOR LOBBY



CORRIDOR AREA



REST ROOM AREA



JANITOR CLOSET



43

THE PORT AUTHORITY OF NY & NJTenants Name: PA Space (Cafeteria)Building: A Floor: 43

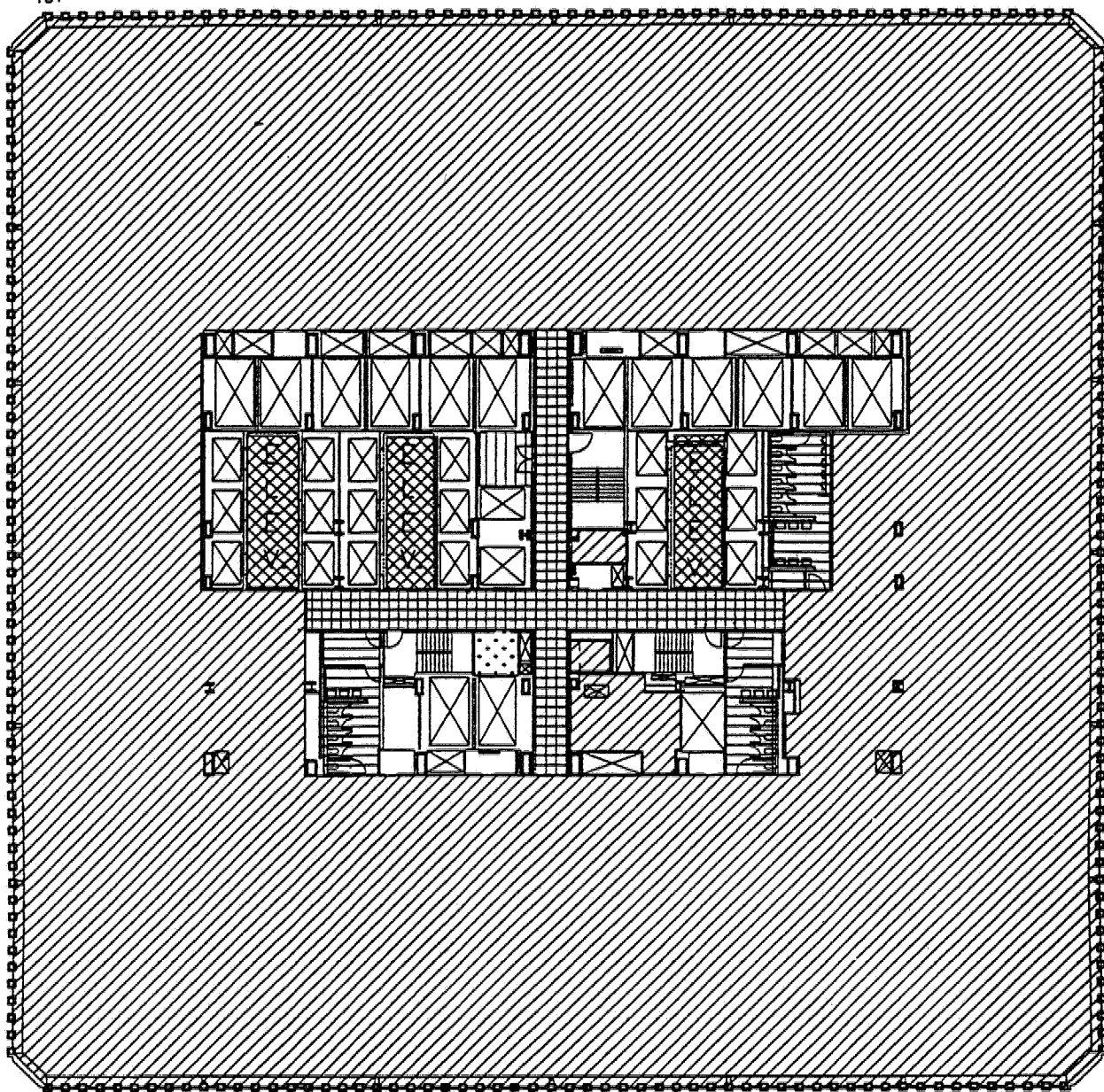
Lease No: _____

Exhibit: A Revision: _____RSF: 43770 Drawn By: D.J.DATE: 10-23-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee

101



LEGEND

OFFICE AREA



PASSENGER ELEVATOR LOBBY



FREIGHT ELEVATOR LOBBY



CORRIDOR AREA



REST ROOM AREA



JANITOR CLOSET



61

THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space

Lease No: _____

Building: 1 Floor: 61

Exhibit: A Revision: _____

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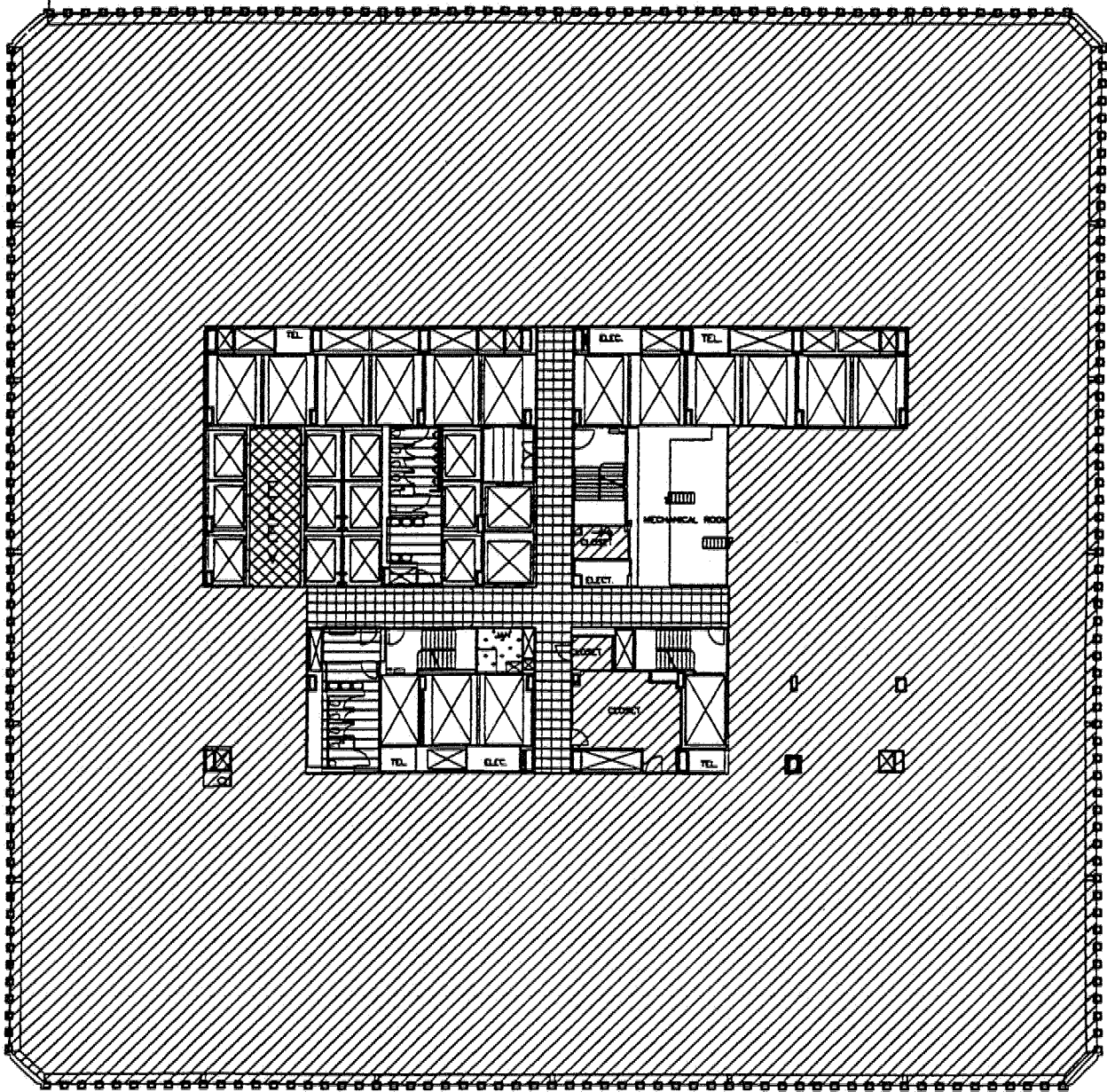
DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND	
OFFICE AREA	
PASSENGER ELEVATOR LOBBY	
FREIGHT ELEVATOR LOBBY	
CORRIDOR AREA	
REST ROOM AREA	
JANITOR CLOSET	

62

THE PORT AUTHORITY OF NY & NJ



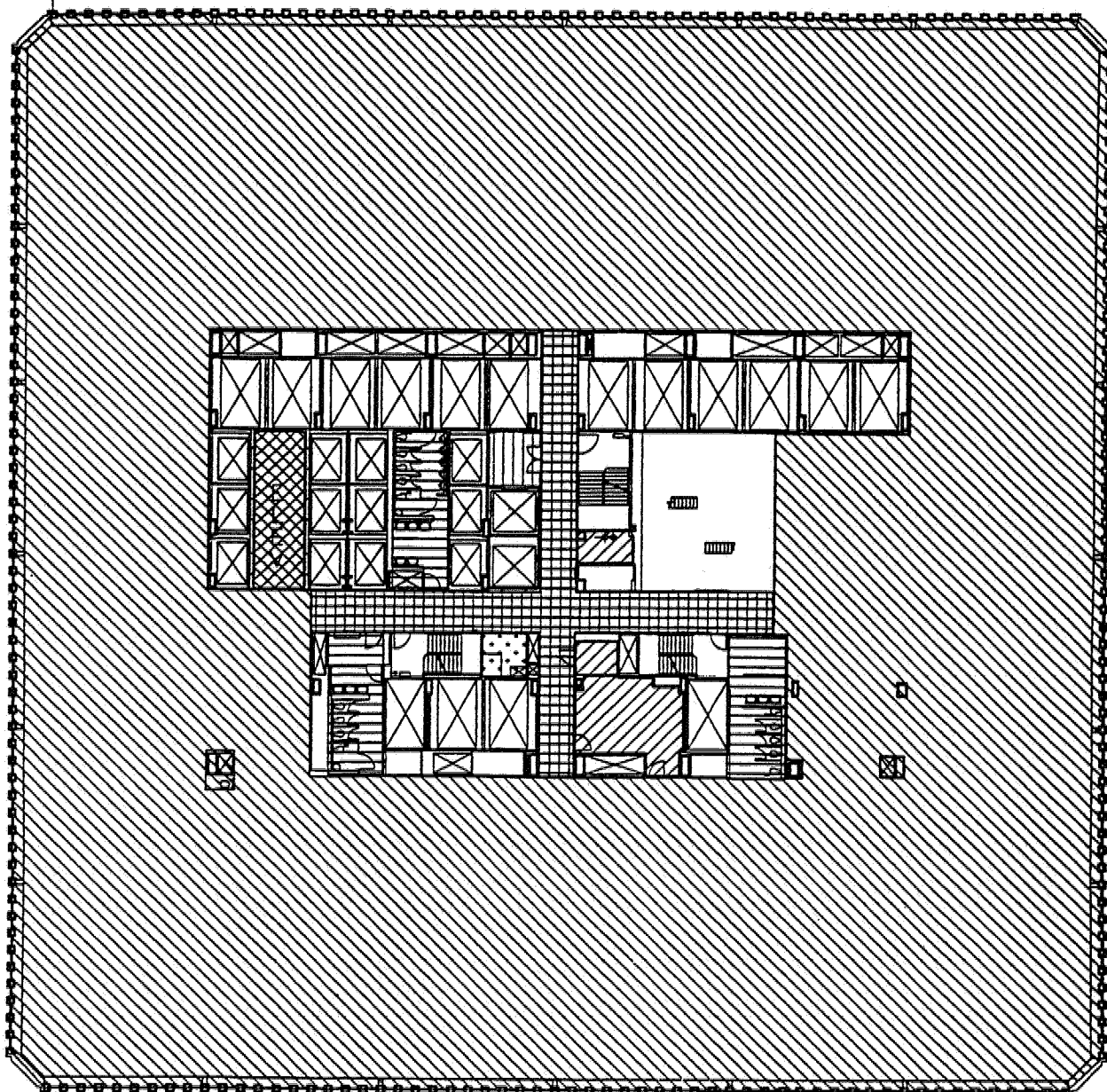
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 Lease No: _____
 Building: 1 Floor: 62
 Exhibit: A Revision: _____
 RSF: 46495 Drawn By: D.Jodice
 DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND

OFFICE AREA		CORRIDOR AREA	
PASSENGER ELEVATOR LOBBY		REST ROOM AREA	
FREIGHT ELEVATOR LOBBY		JANITOR CLOSET	

63

THE PORT AUTHORITY OF NY & NJ



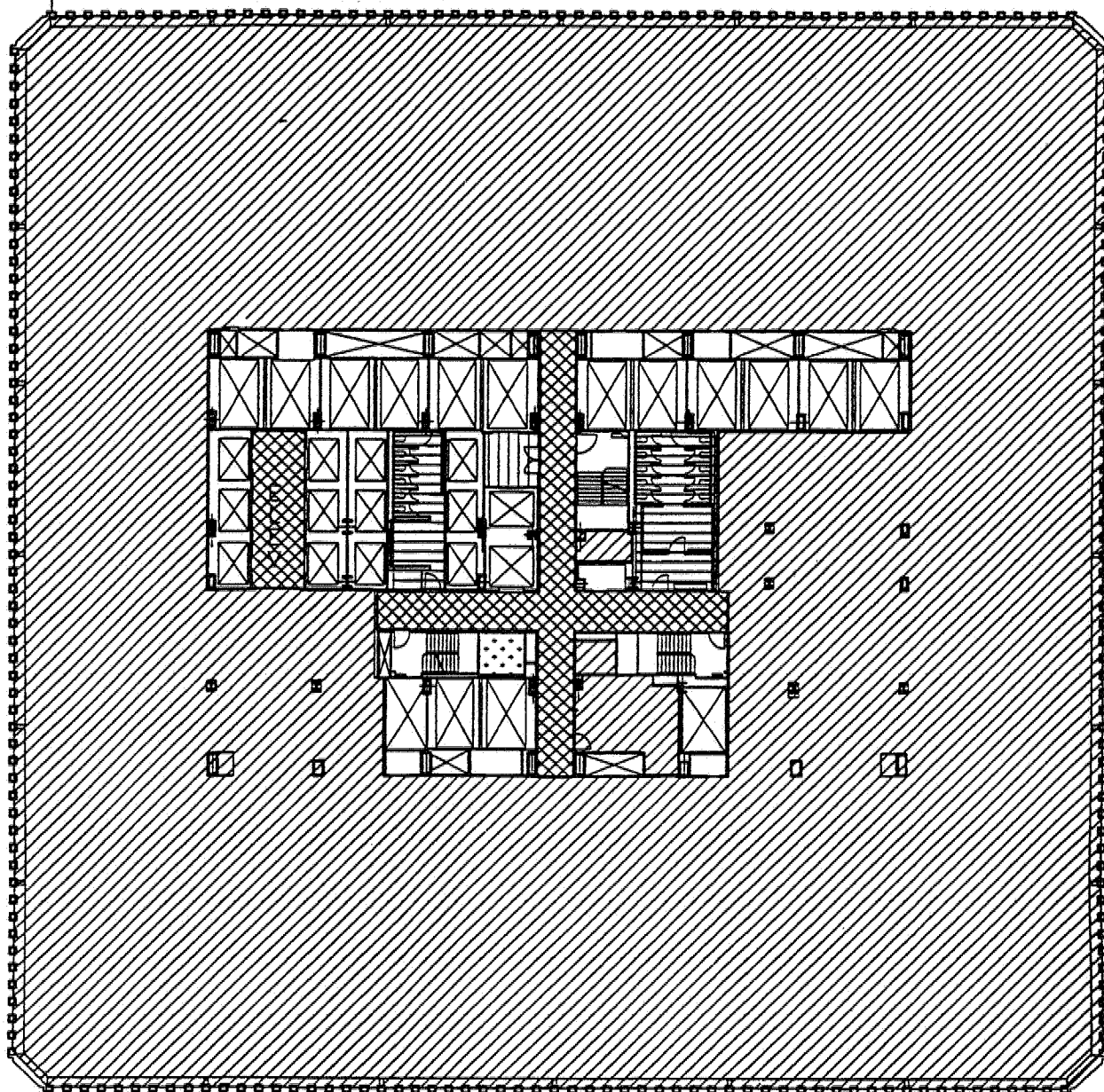
Tenants Name: PA Space
 Lease No: _____
 Building: 1 Floor: 63
 Exhibit: A Revision: _____
 RSF: 46490 Drawn By: D.Jodice
 DATE: 10-19-00 Client Rep. V. Borst

Initialed:

 For the P.A.

 For the Lessee

101



LEGEND

OFFICE AREA



PASSENGER ELEVATOR LOBBY



FREIGHT ELEVATOR LOBBY



CORRIDOR AREA



REST ROOM AREA



JANITOR CLOSET



64

THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space

Lease No: _____

Building: 1 Floor: 64

Exhibit: A Revision: _____

RSF: 47568 Drawn By: D.Jodice

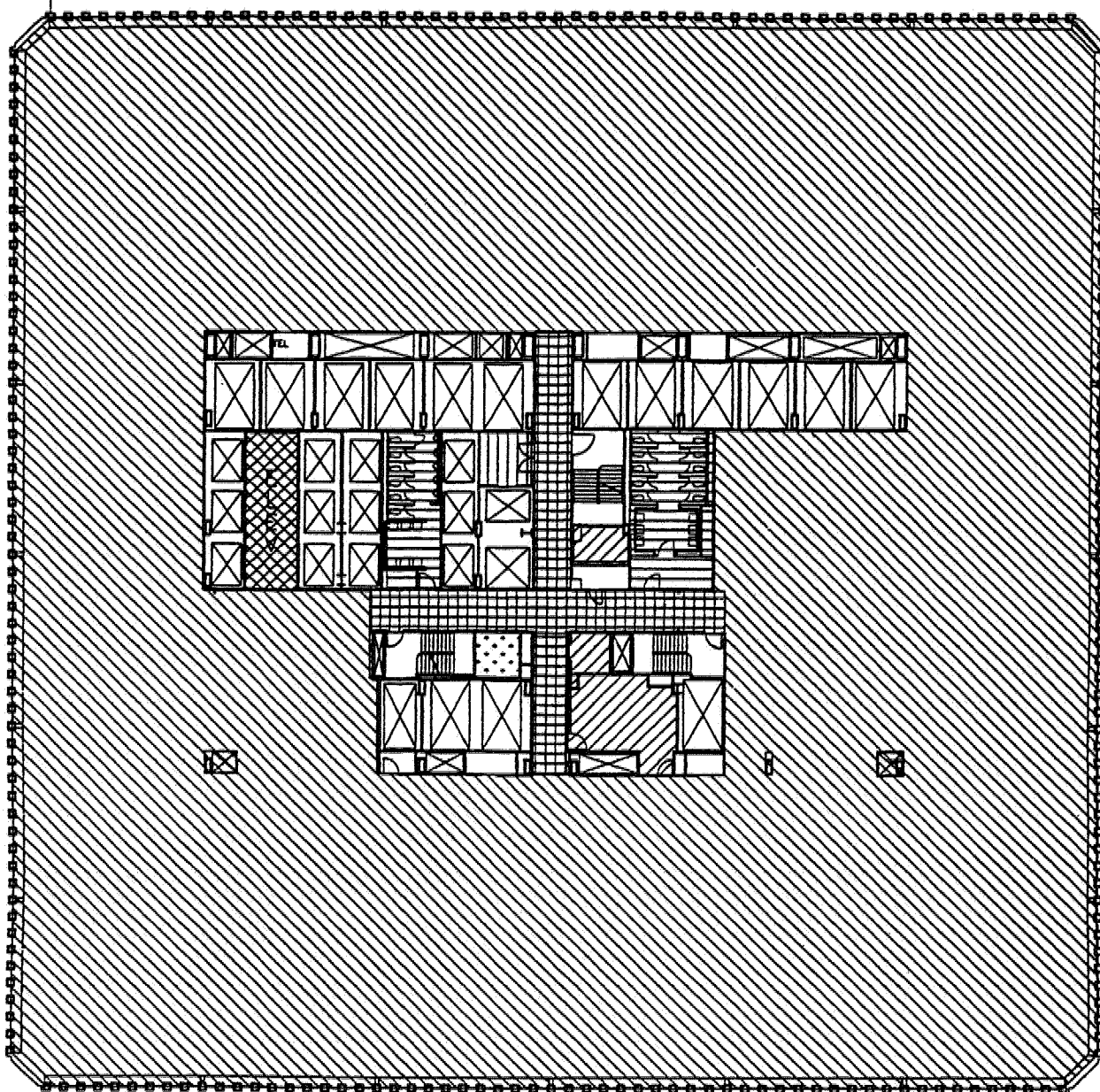
DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND			
OFFICE AREA		CORRIDOR AREA	
PASSENGER ELEVATOR LOBBY		REST ROOM AREA	
FREIGHT ELEVATOR LOBBY		JANITOR CLOSET	

65

THE PORT AUTHORITY OF NY & NJ



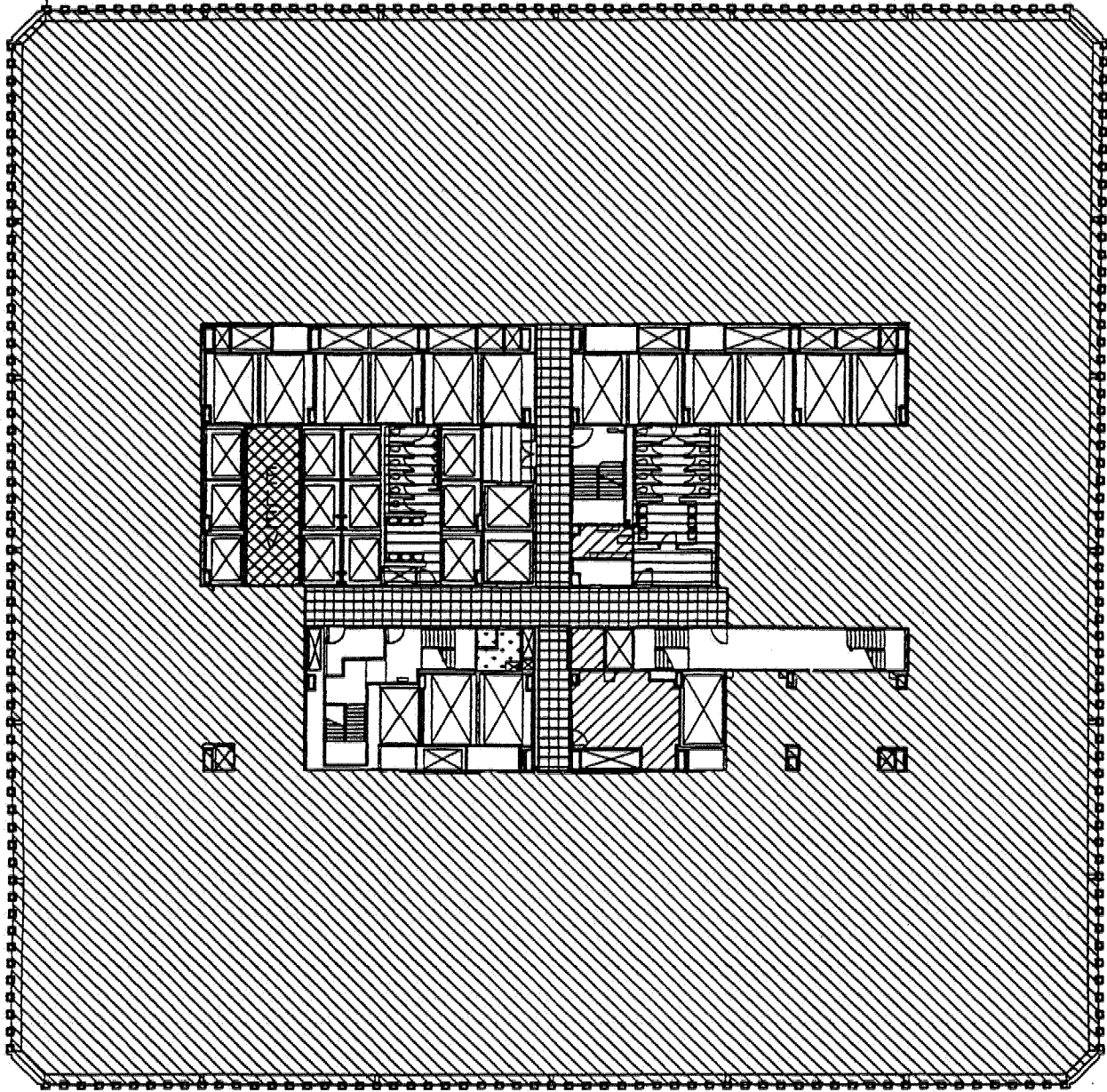
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 Lease No: _____
 Building: 1 Floor: 65
 Exhibit: A Revision: _____
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 DATE: 10-19-00 Client Rep. V. Borst

Initialed:

 For the P.A.

 For the Lessee

101



LEGEND

OFFICE AREA		CORRIDOR AREA	
PASSENGER ELEVATOR LOBBY		REST ROOM AREA	
FREIGHT ELEVATOR LOBBY		JANITOR CLOSET	

66

THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space

Lease No: _____

Building: 1 Floor: 66

Exhibit: A Revision: _____

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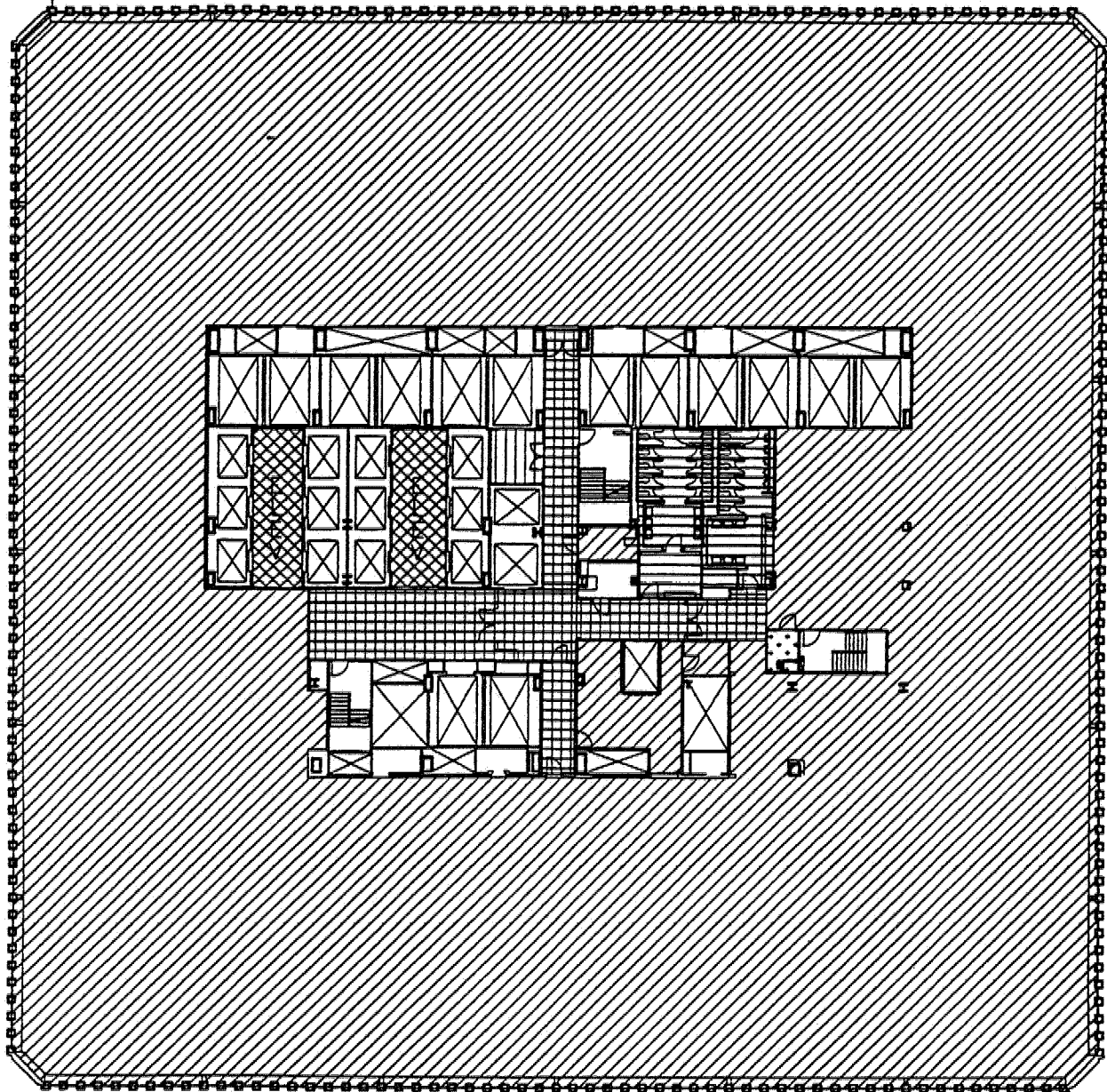
DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND			
OFFICE AREA		CORRIDOR AREA	
PASSENGER ELEVATOR LOBBY		REST ROOM AREA	
FREIGHT ELEVATOR LOBBY		JANITOR CLOSET	

67

THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space

Lease No: _____

Building: 1 Floor: 67

Exhibit: A Revision: _____

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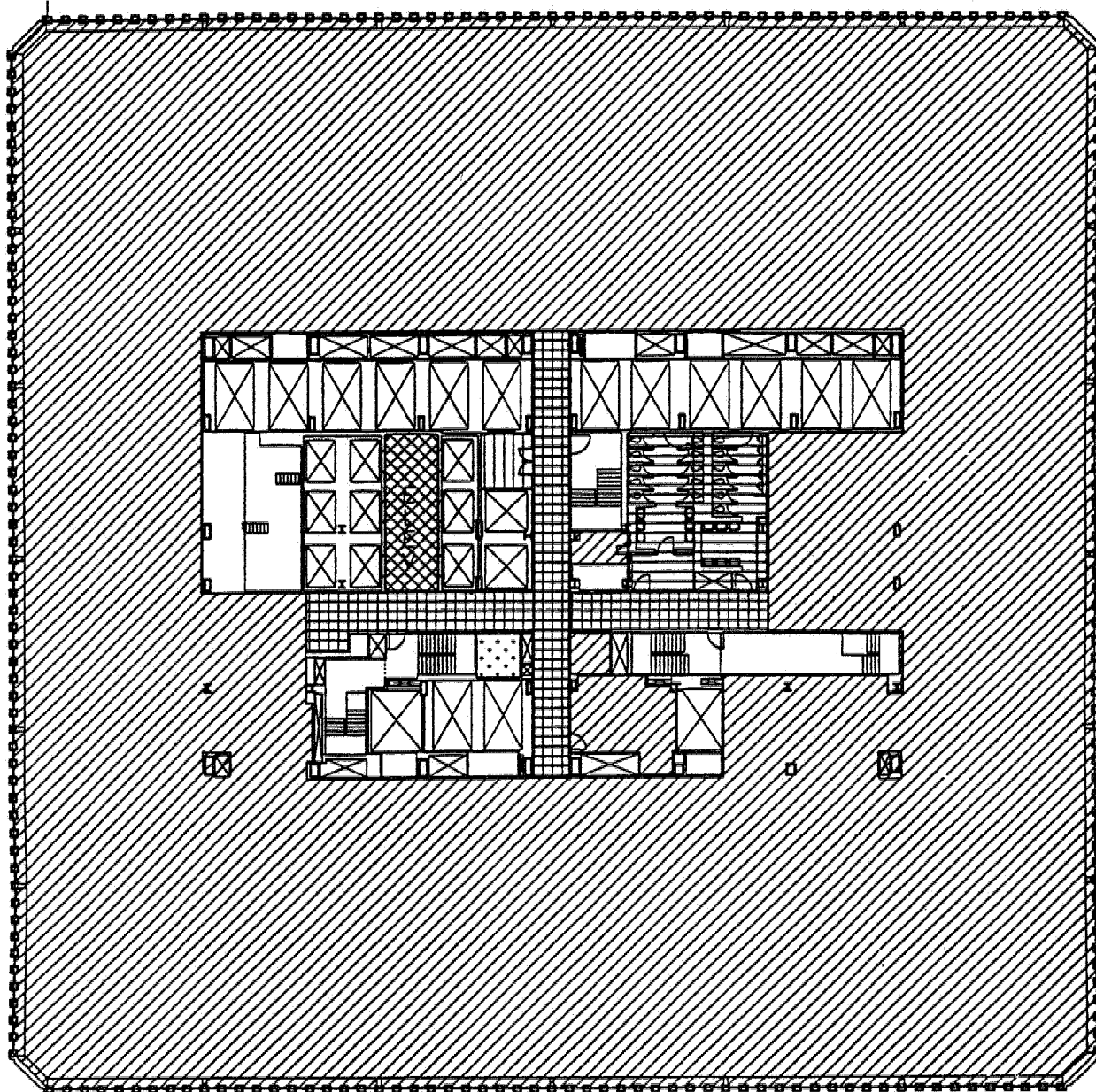
DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND

OFFICE AREA



PASSENGER ELEVATOR LOBBY



FREIGHT ELEVATOR LOBBY



CORRIDOR AREA



REST ROOM AREA



JANITOR CLOSET



68

THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space

Lease No: _____

Building: 1 Floor: 68

Exhibit: A Revision: _____

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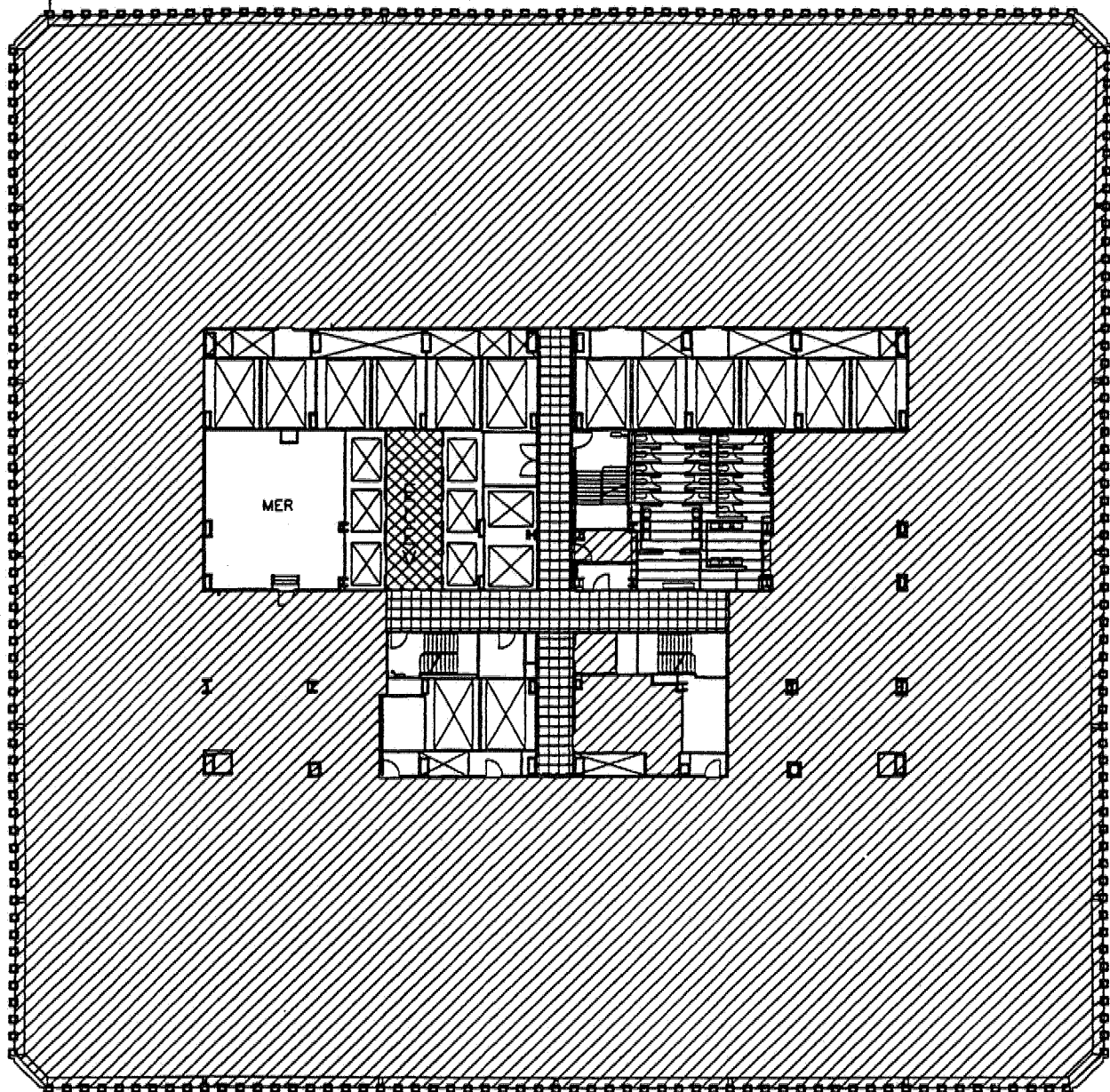
DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND

OFFICE AREA 
 PASSENGER ELEVATOR LOBBY 
 FREIGHT ELEVATOR LOBBY 

CORRIDOR AREA 
 REST ROOM AREA 
 JANITOR CLOSET 

69

THE PORT AUTHORITY OF NY & NJ



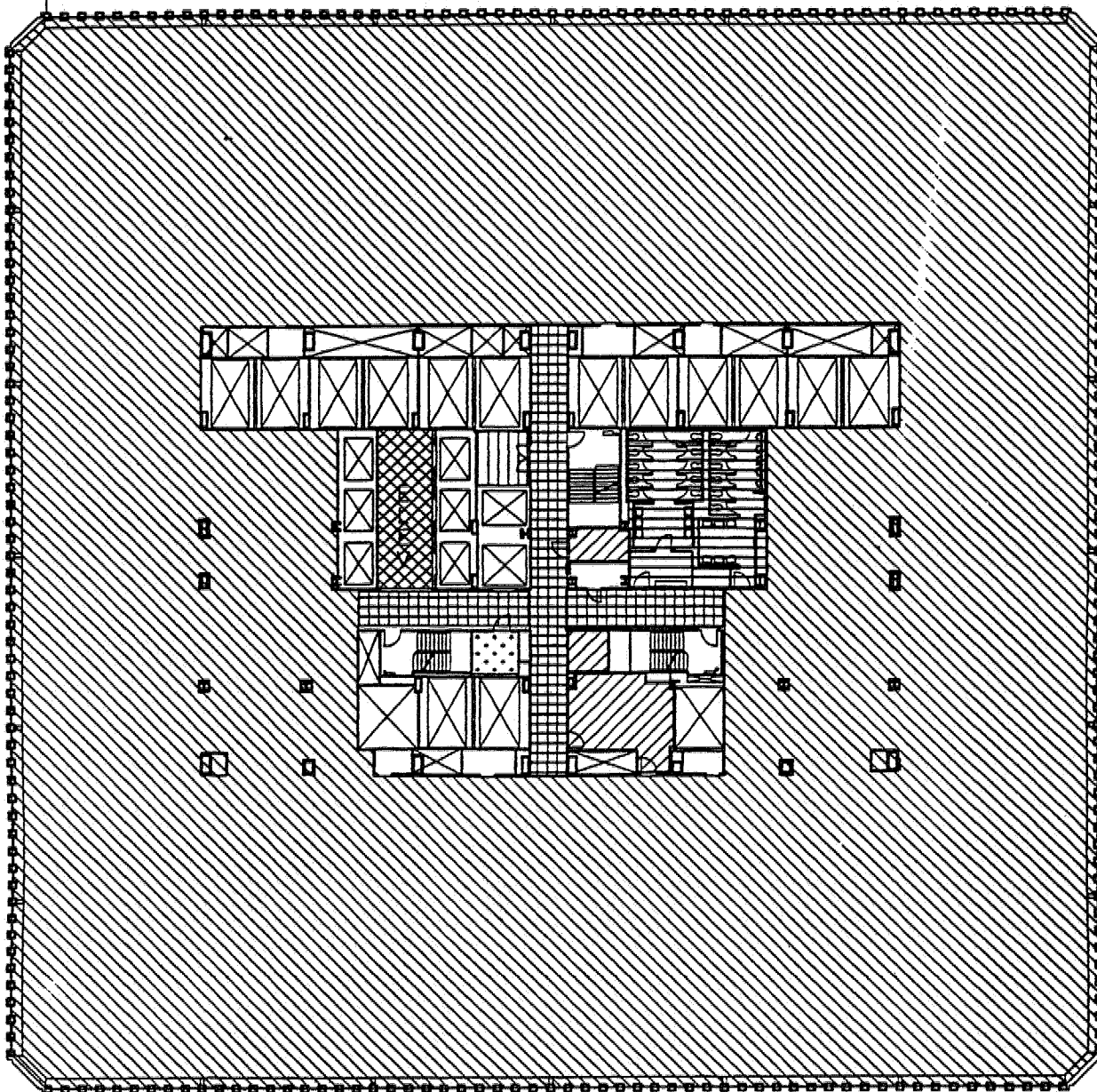
Tenants Name: PA Space
 Lease No: _____
 Building: 1 Floor: 69
 Exhibit: A Revision: _____
 RSF: 47040 Drawn By: D.Jodice
 DATE: 10-19-00 Client Rep. V. Borst

Initialed:

 For the P.A.

 For the Lessee

101



LEGEND

OFFICE AREA



PASSENGER ELEVATOR LOBBY



FREIGHT ELEVATOR LOBBY



CORRIDOR AREA



REST ROOM AREA



JANITOR CLOSET



70

THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space

Lease No: _____

Building: 1 Floor: 70

Exhibit: A Revision: _____

RSF: 48248 Drawn By: D.Jodice

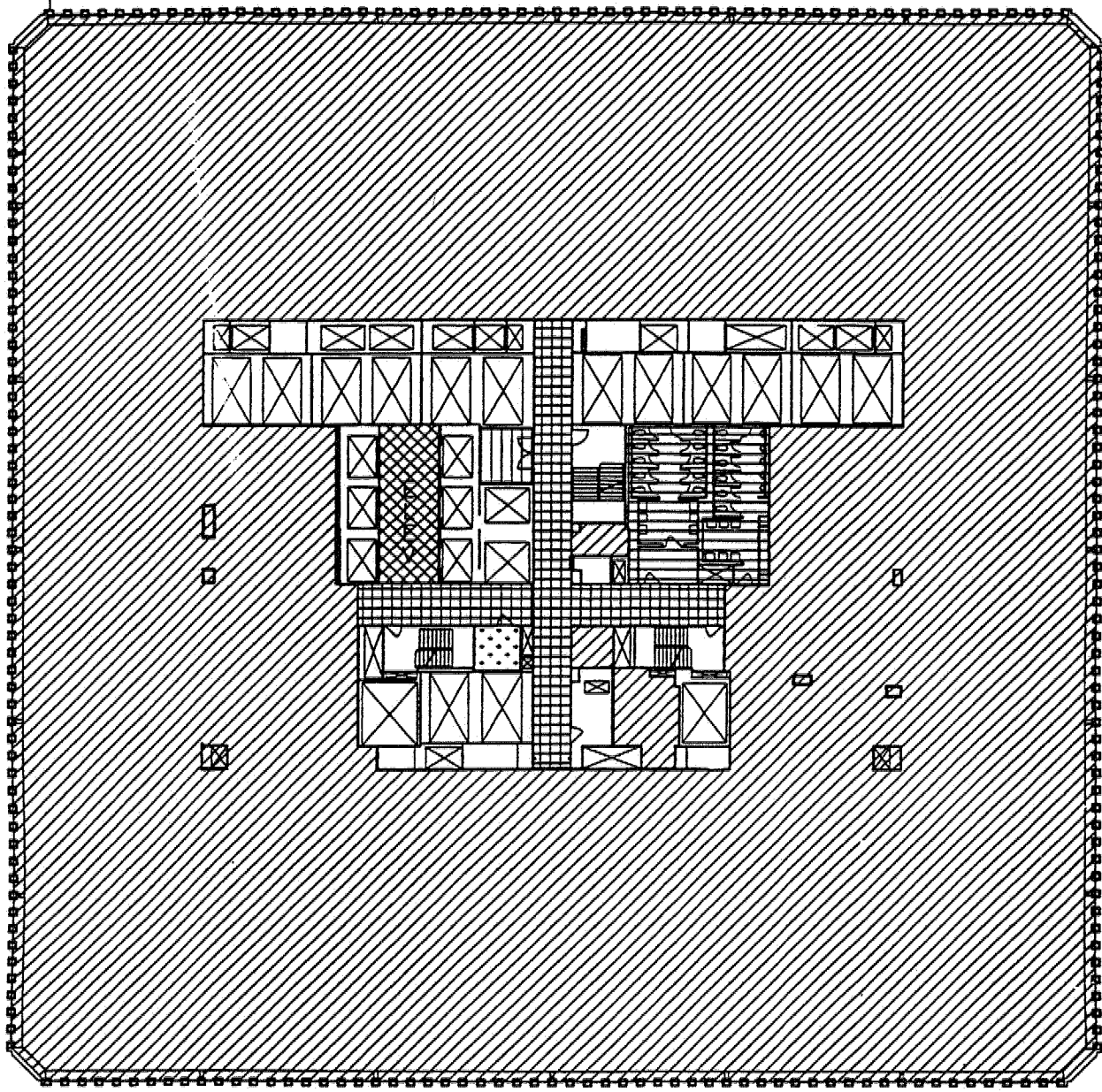
DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND

OFFICE AREA		CORRIDOR AREA	
PASSENGER ELEVATOR LOBBY		REST ROOM AREA	
FREIGHT ELEVATOR LOBBY		JANITOR CLOSET	

71

THE PORT AUTHORITY OF NY & NJ



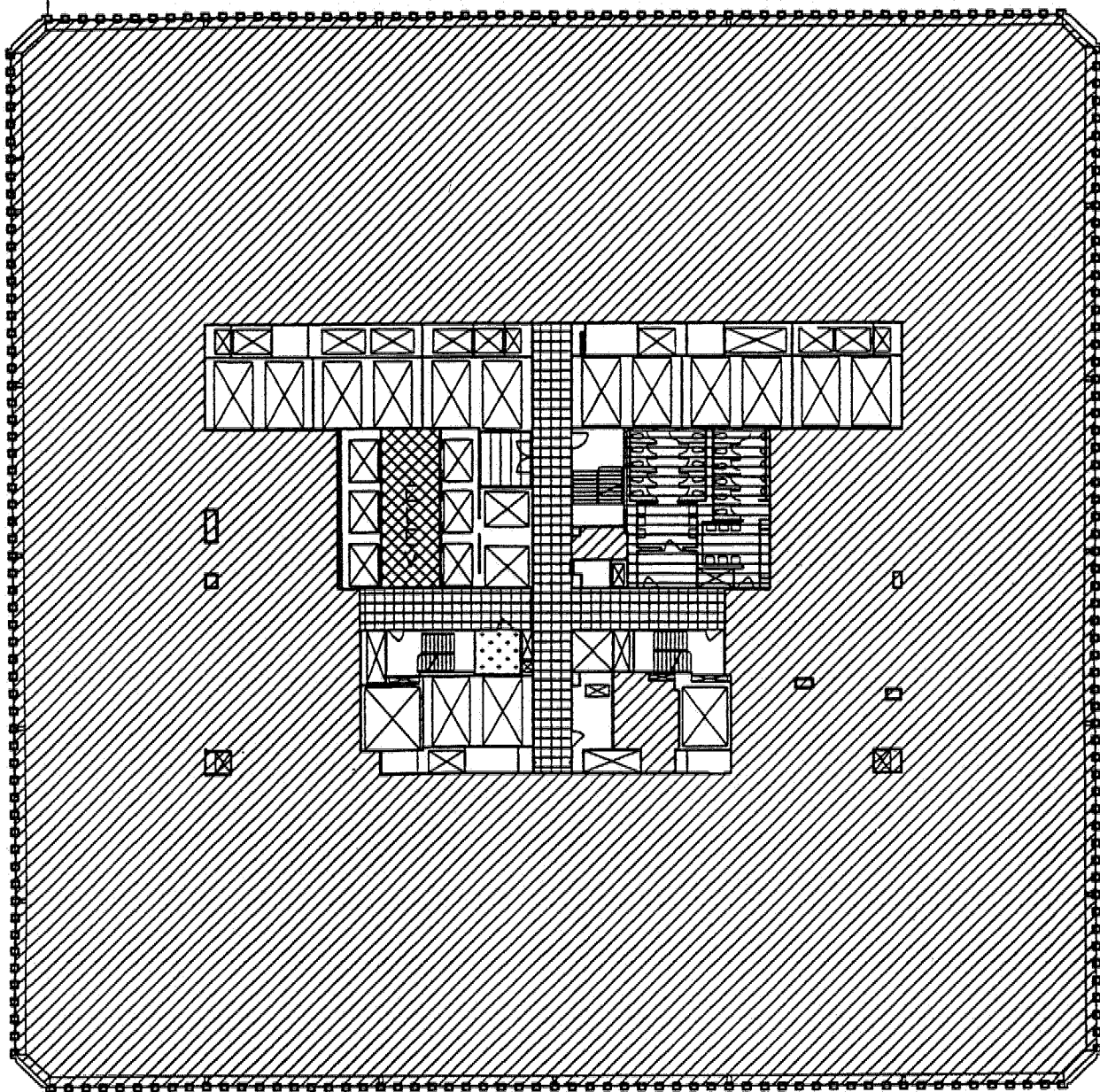
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 Lease No: _____
 Building: 1 Floor: 71
 Exhibit: A Revision: _____
 RSF: 47935 Drawn By: D.Jodice
 DATE: 10-19-00 Client Rep. V. Borst

Initialed:

 For the P.A.

 For the Lessee

101



LEGEND

OFFICE AREA



PASSENGER ELEVATOR LOBBY



FREIGHT ELEVATOR LOBBY



CORRIDOR AREA



REST ROOM AREA



JANITOR CLOSET



72

THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space

Lease No: _____

Building: 1 Floor: 72

Exhibit: A Revision: _____

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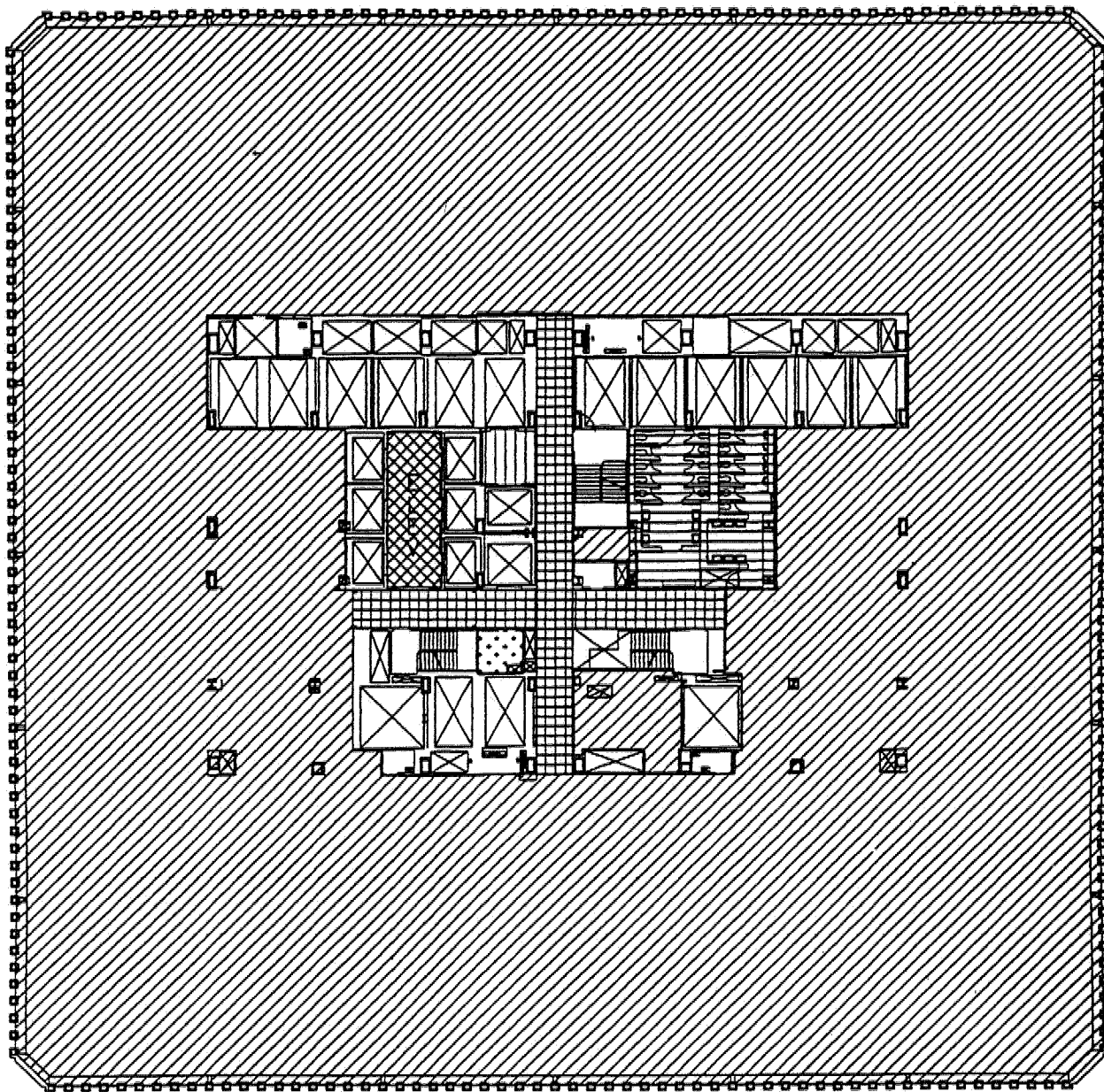
DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND

OFFICE AREA



PASSENGER ELEVATOR LOBBY



FREIGHT ELEVATOR LOBBY



CORRIDOR AREA



REST ROOM AREA



JANITOR CLOSET



73

THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space

Lease No: _____

Building: 1 Floor: 73

Exhibit: A Revision: _____

RSF: 47723 Drawn By: D.Jodice

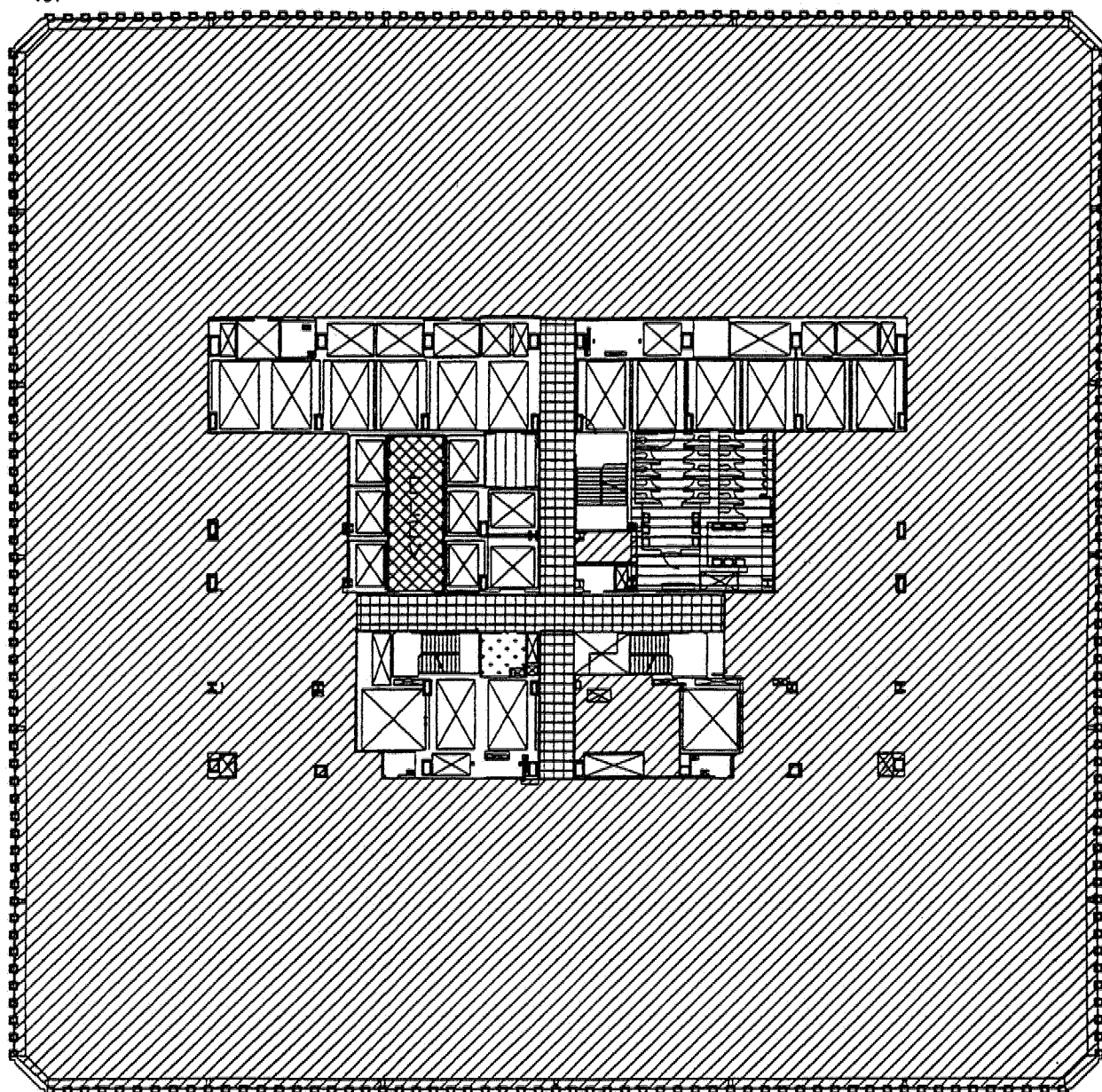
DATE: 10-19-00 Client Rep. V. Borst

Initialed:

For the P.A.

For the Lessee

101



LEGEND			
OFFICE AREA		CORRIDOR AREA	
PASSENGER ELEVATOR LOBBY		REST ROOM AREA	
FREIGHT ELEVATOR LOBBY		JANITOR CLOSET	

74

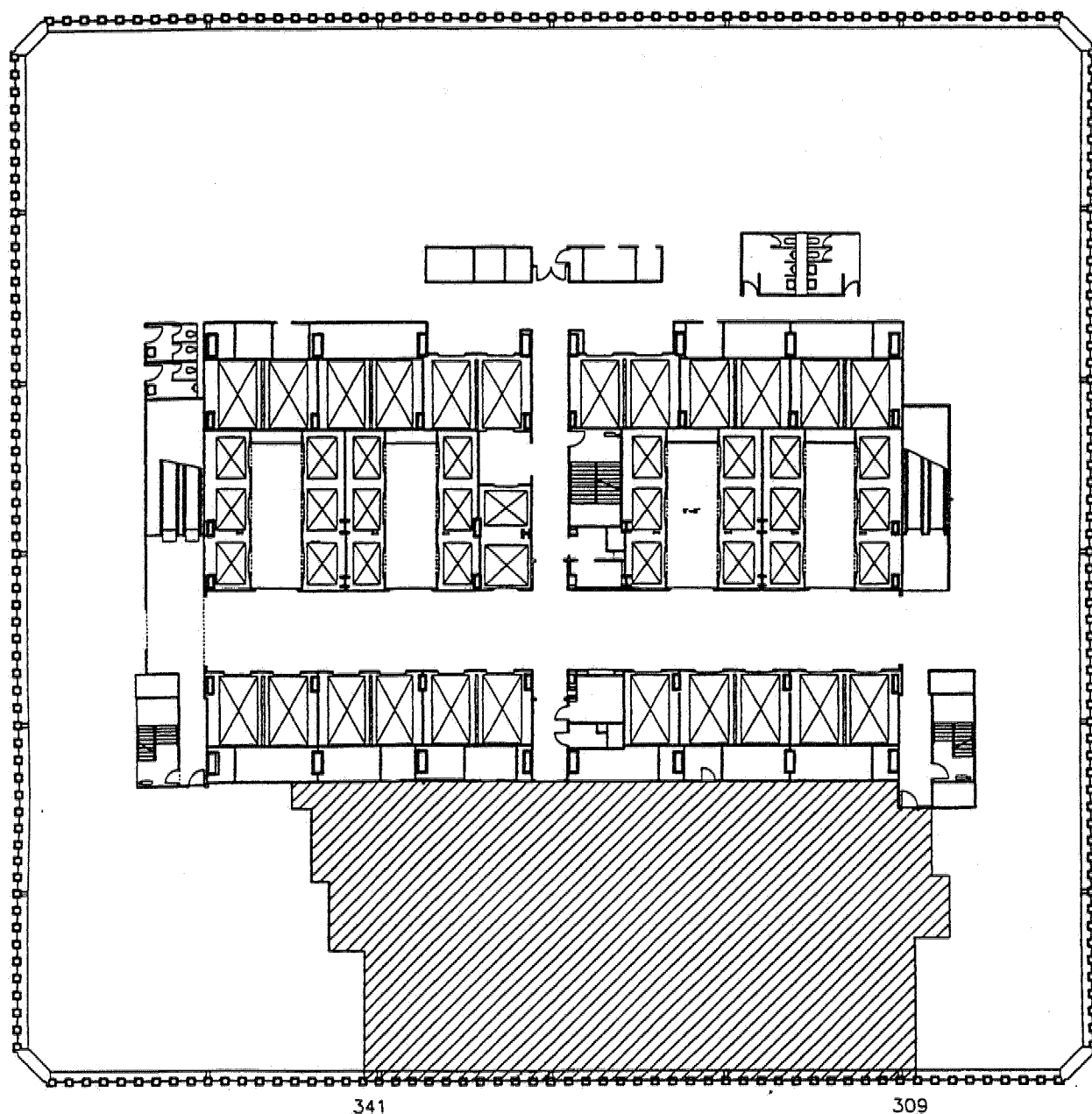
THE PORT AUTHORITY OF NY & NJTenants Name: PA Space

Lease No: _____

Building: 1 Floor: 74Exhibit: A Revision: _____RSF: 47481 Drawn By: D.JodiceDATE: 10-19-00 Client Rep. V. Borst

Initialed: _____

For the P.A._____
For the Lessee



44

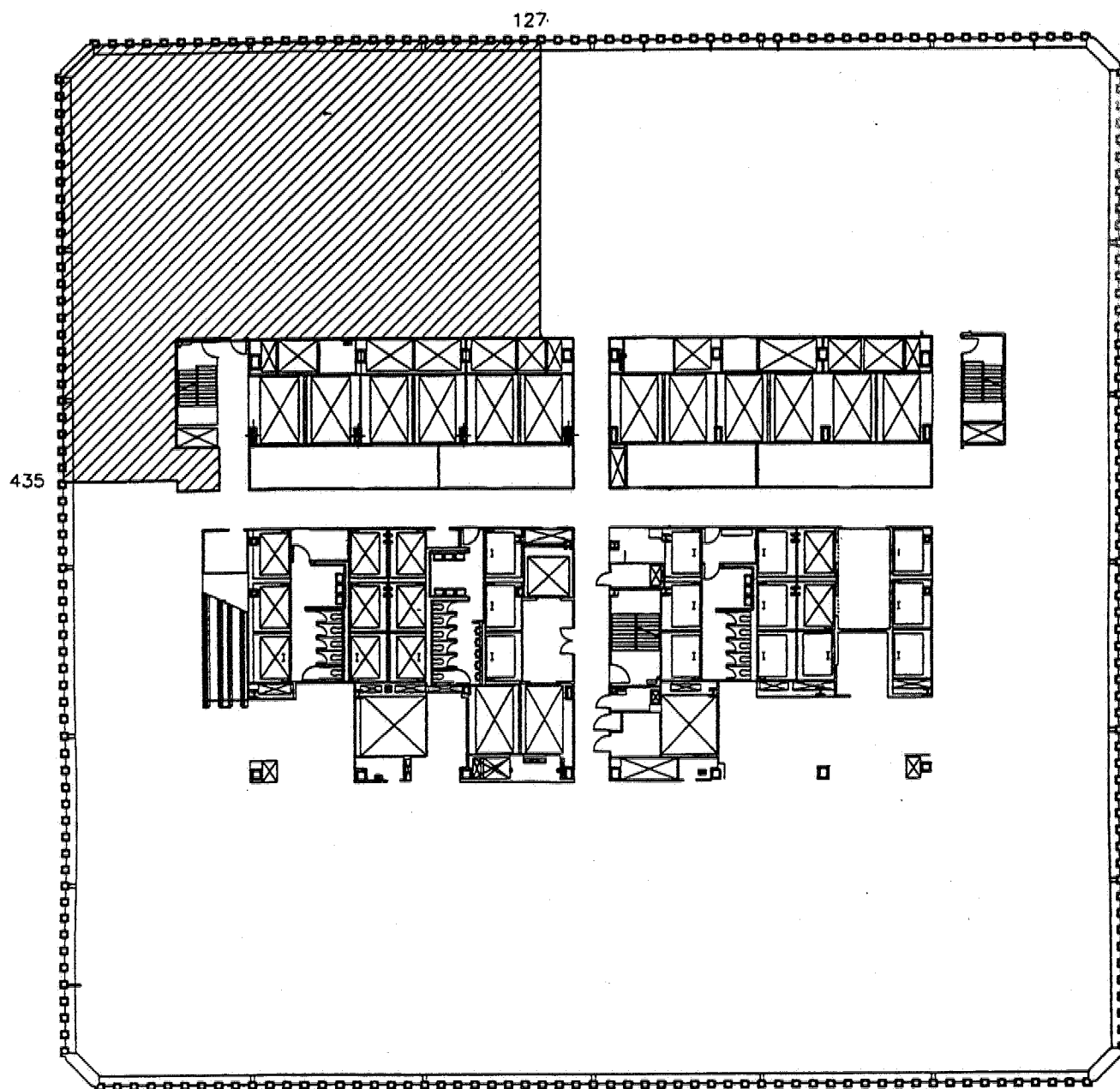
THE PORT AUTHORITY OF NY & NJTenants Name: PA Space (Cafeteria)Building: A Floor: 44

Lease No: _____

Exhibit: A-1 Revision: _____RSF: 9296 Drawn By: D.J.DATE: 10-23-00 Client Rep. L. Robinson

Initialed:

For the P.A._____
For the Lessee



77

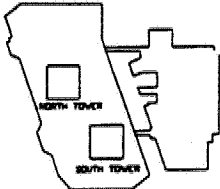
THE PORT AUTHORITY OF NY & NJTenants Name: PA Space (Inspector General)Building: 1 Floor: 77

Lease No: _____

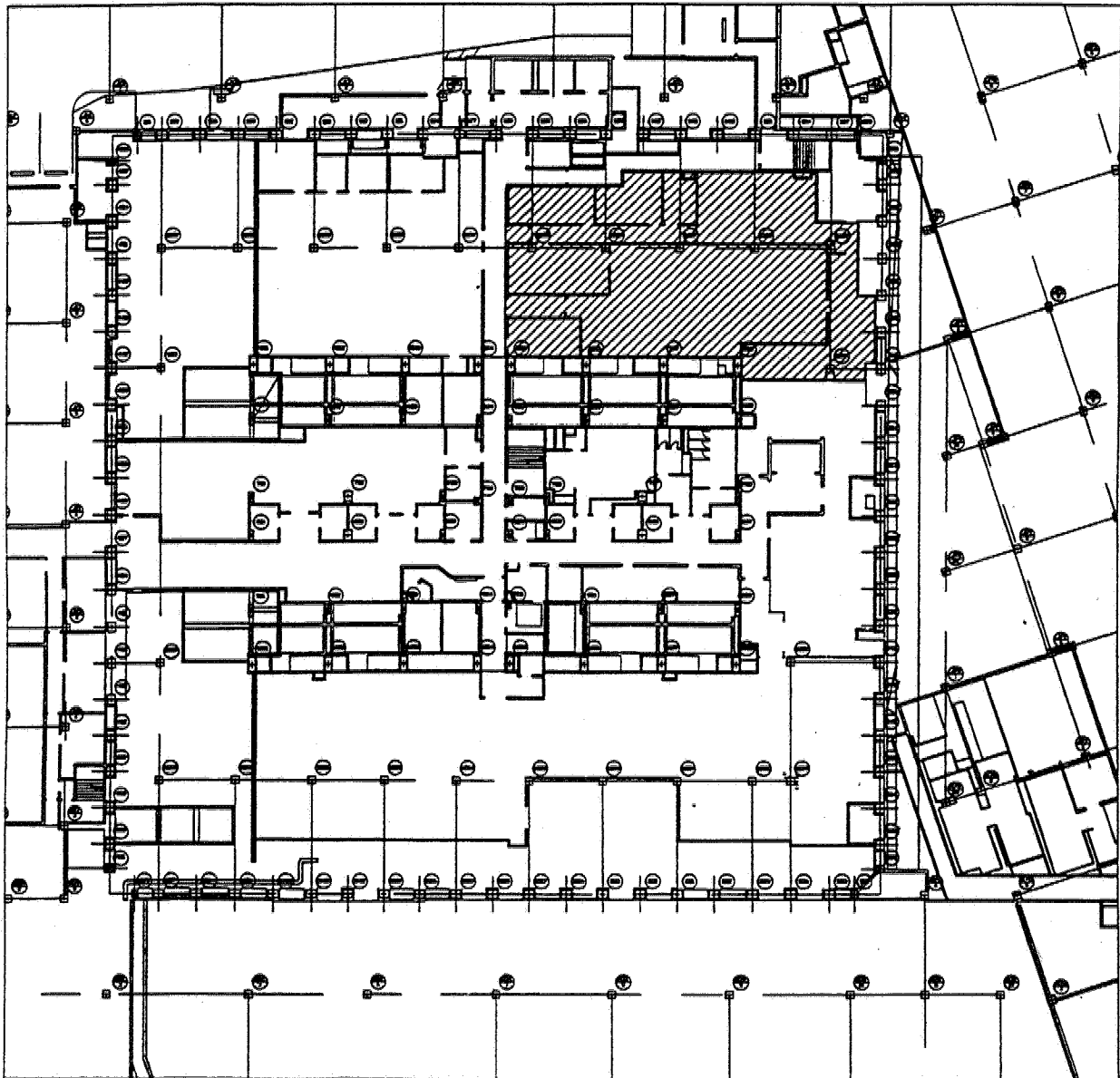
Exhibit: A-Z Revision: _____RSF: 9014Client Rep: V. BorstDATE: 10-23-00 Drawn By: D.J.

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

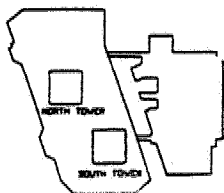
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (Telephone Switch Room)Building: WTC Floor: B3 (Level 274)

Lease No: _____

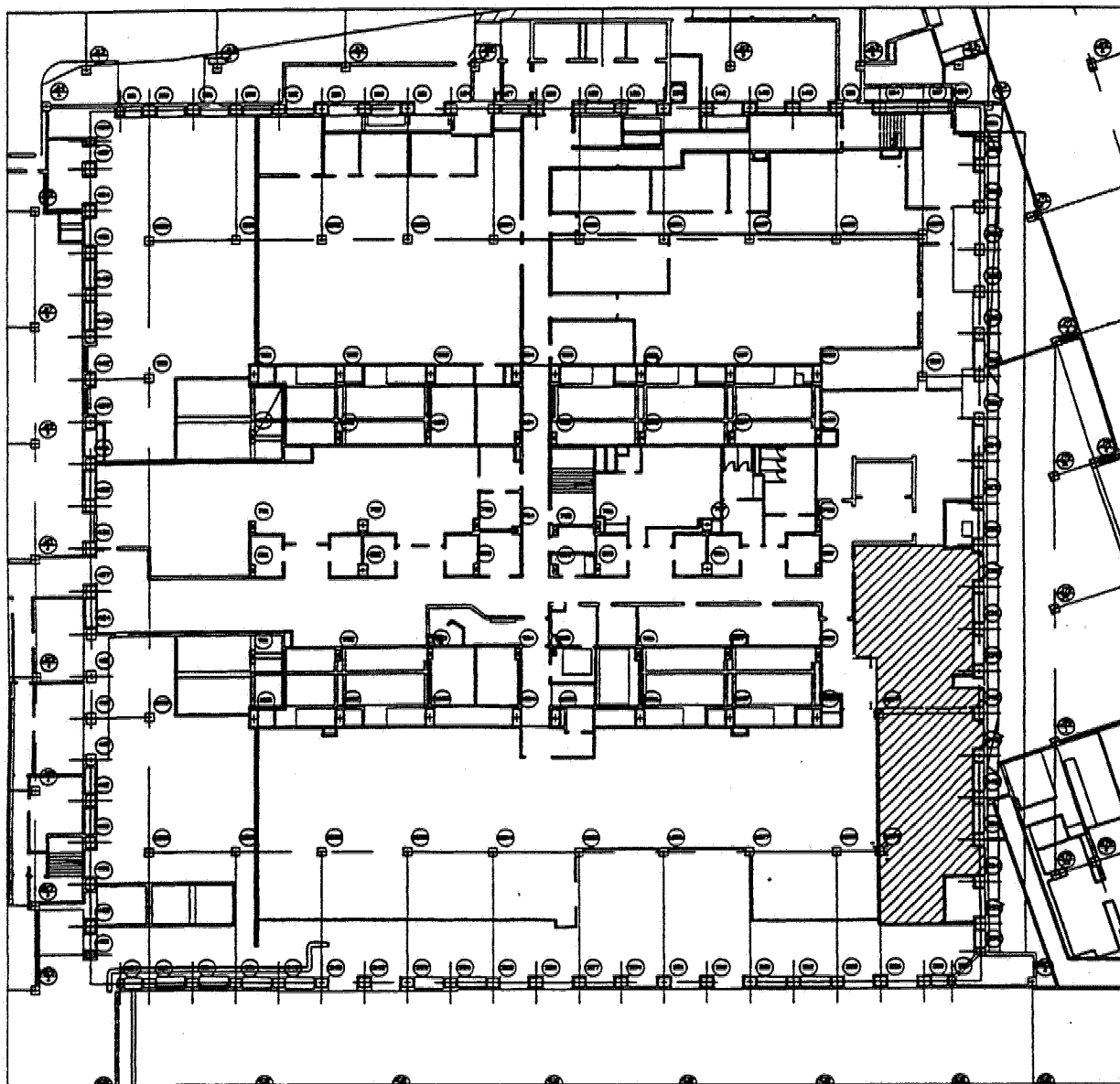
Exhibit: B Revision: _____RSF: 4671 Drawn By: D.J.DATE: 10-27-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

**THE PORT AUTHORITY OF NY & NJ**

Tenants Name: PA Space (Mail Room)

Building: WTC Floor: B3 (Level 274)

Lease No: _____

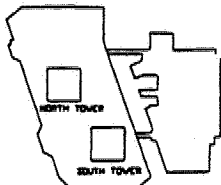
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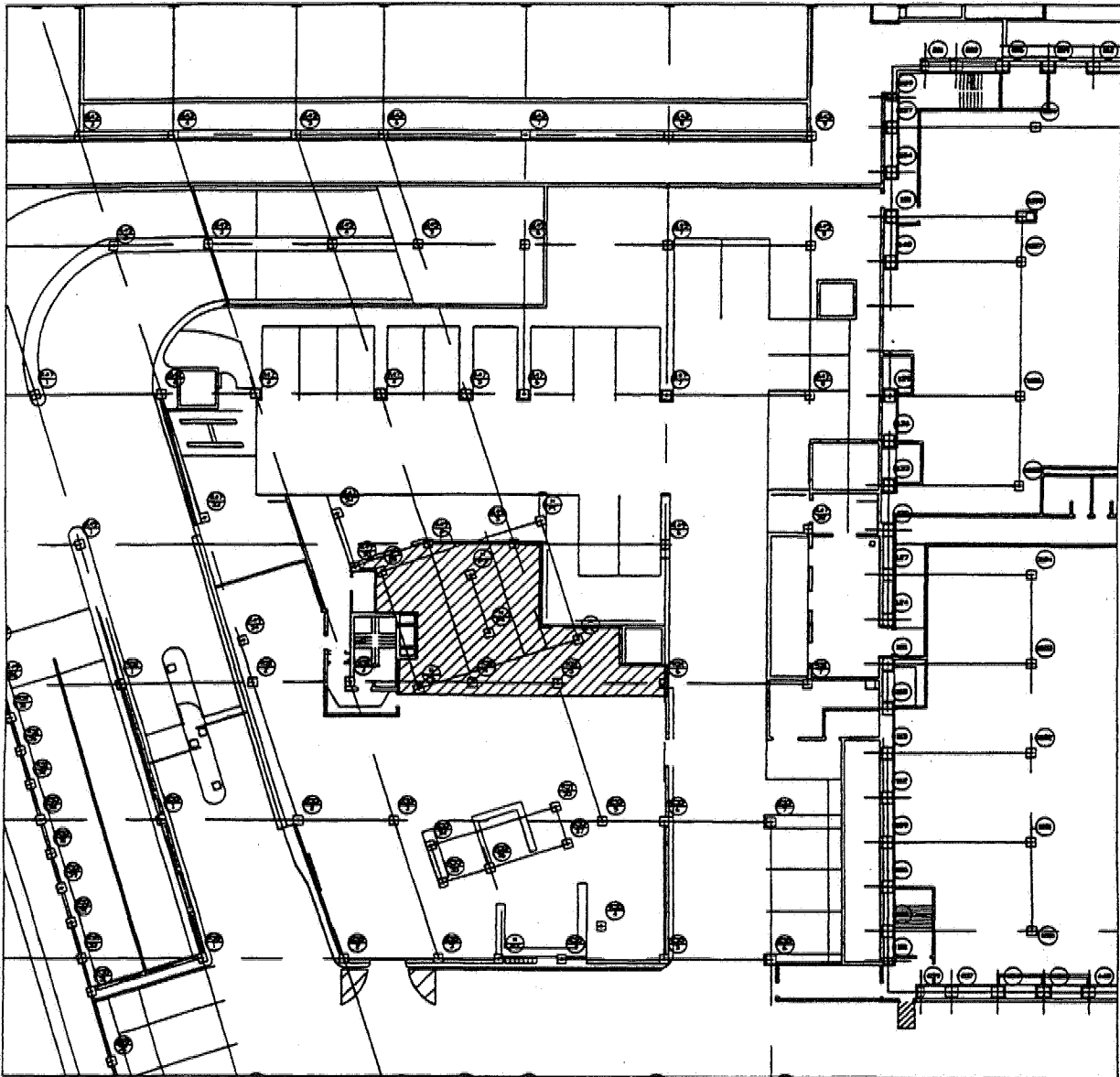
DATE: 10-30-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

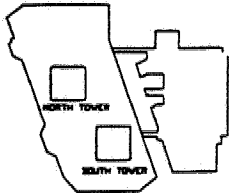
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (Central Automotive)Building: WTC Floor: B3 (Level 274)

Lease No: _____

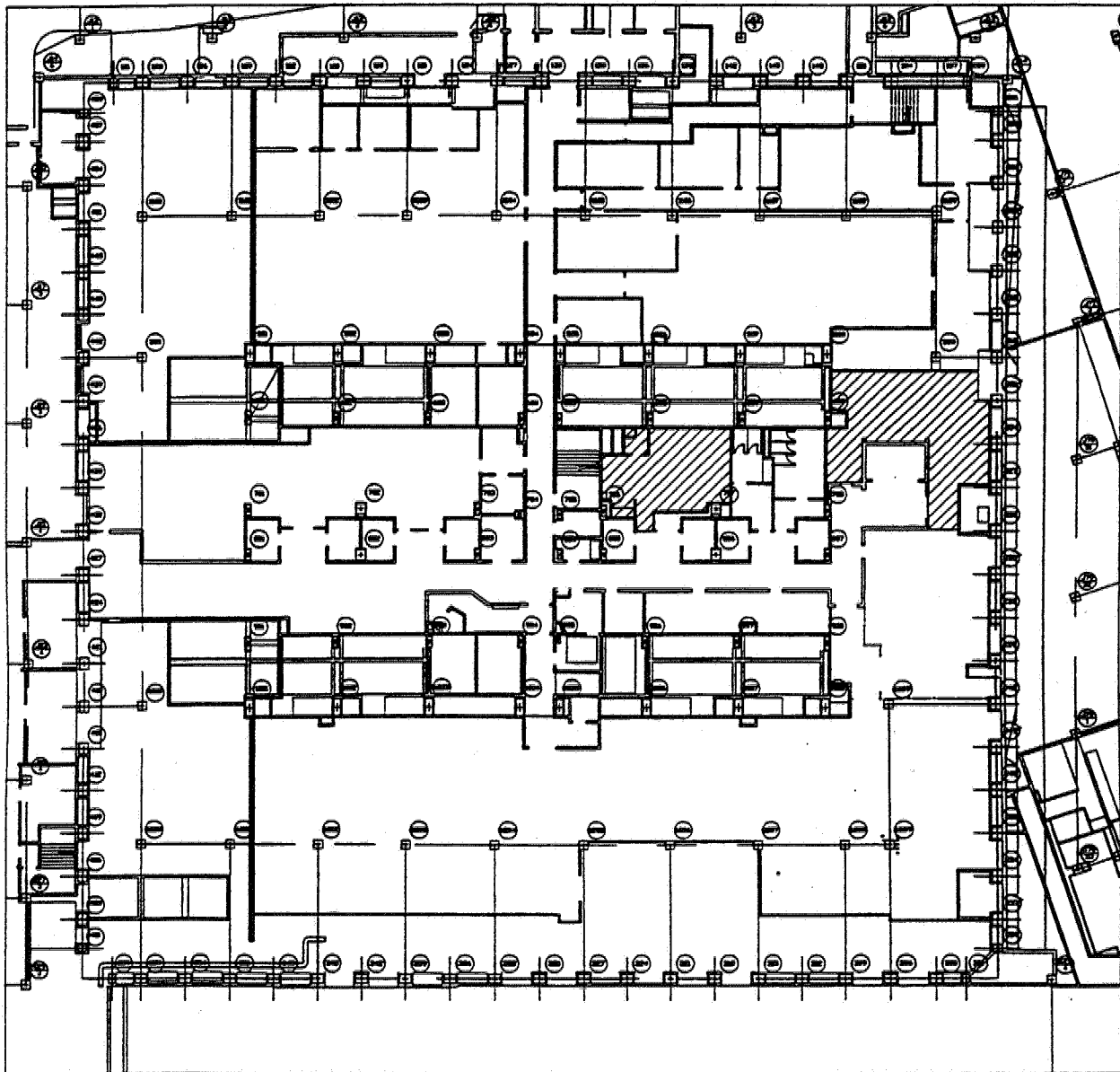
Exhibit: B (cont.) Revision: _____RSF: 1304 Drawn By: D.J.DATE: 10-30-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

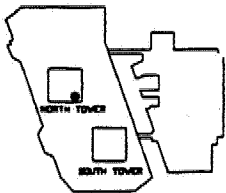
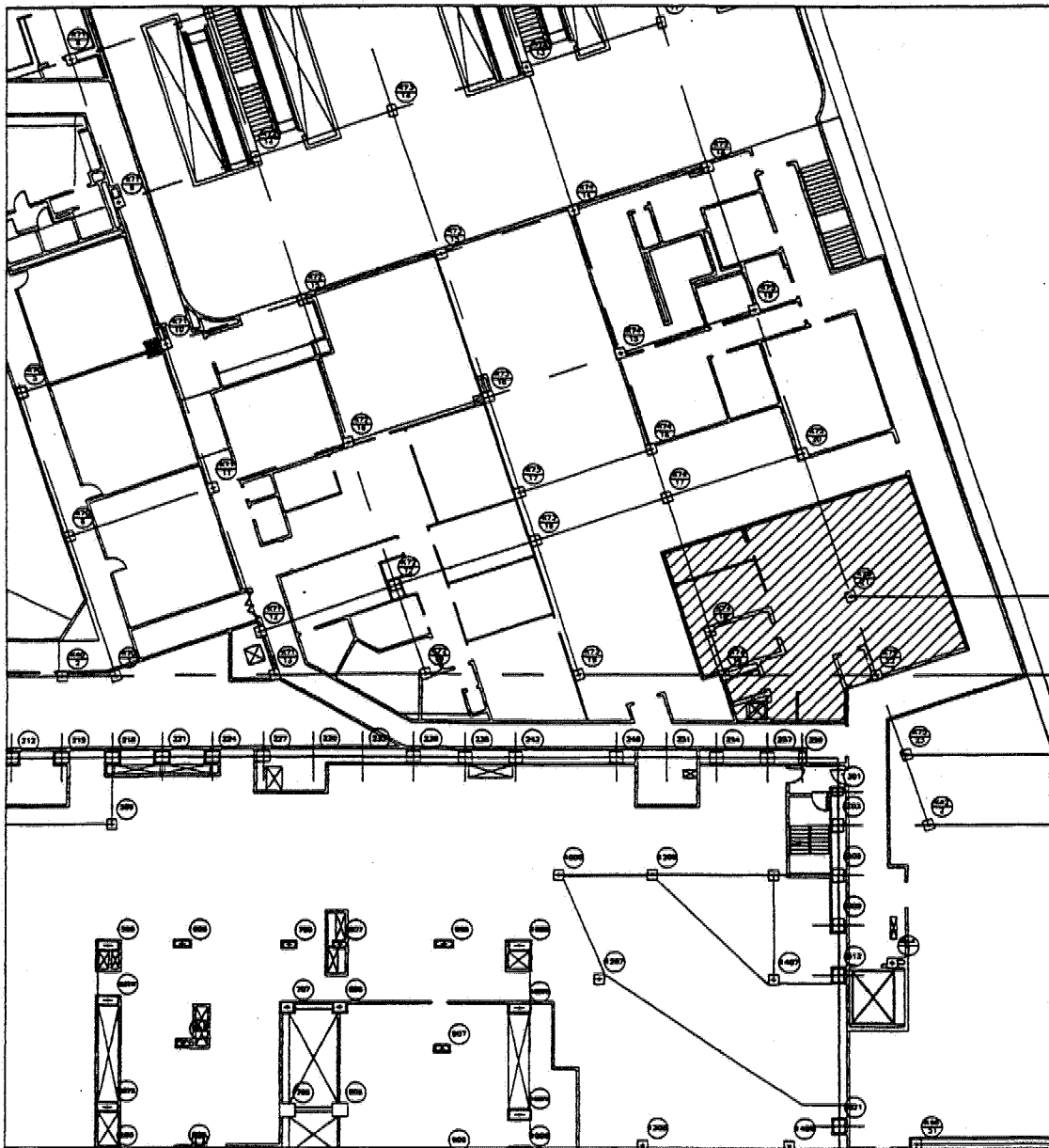
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (Corp Comm)Building: WTC Floor: B3 (Level 274)

Lease No: _____

Exhibit: B(cont.) Revision: _____RSF: 1283 Drawn By: D.J.DATE: 10-27-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee


THE PORT AUTHORITY OF NY & NJ

 Tenants Name: PA Space (Storage)

 Building: WTC Floor: B4 (Level 264)

Lease No: _____

 Exhibit: B (CONT.) Revision: A

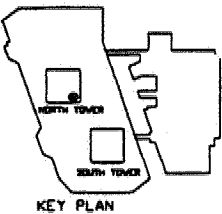
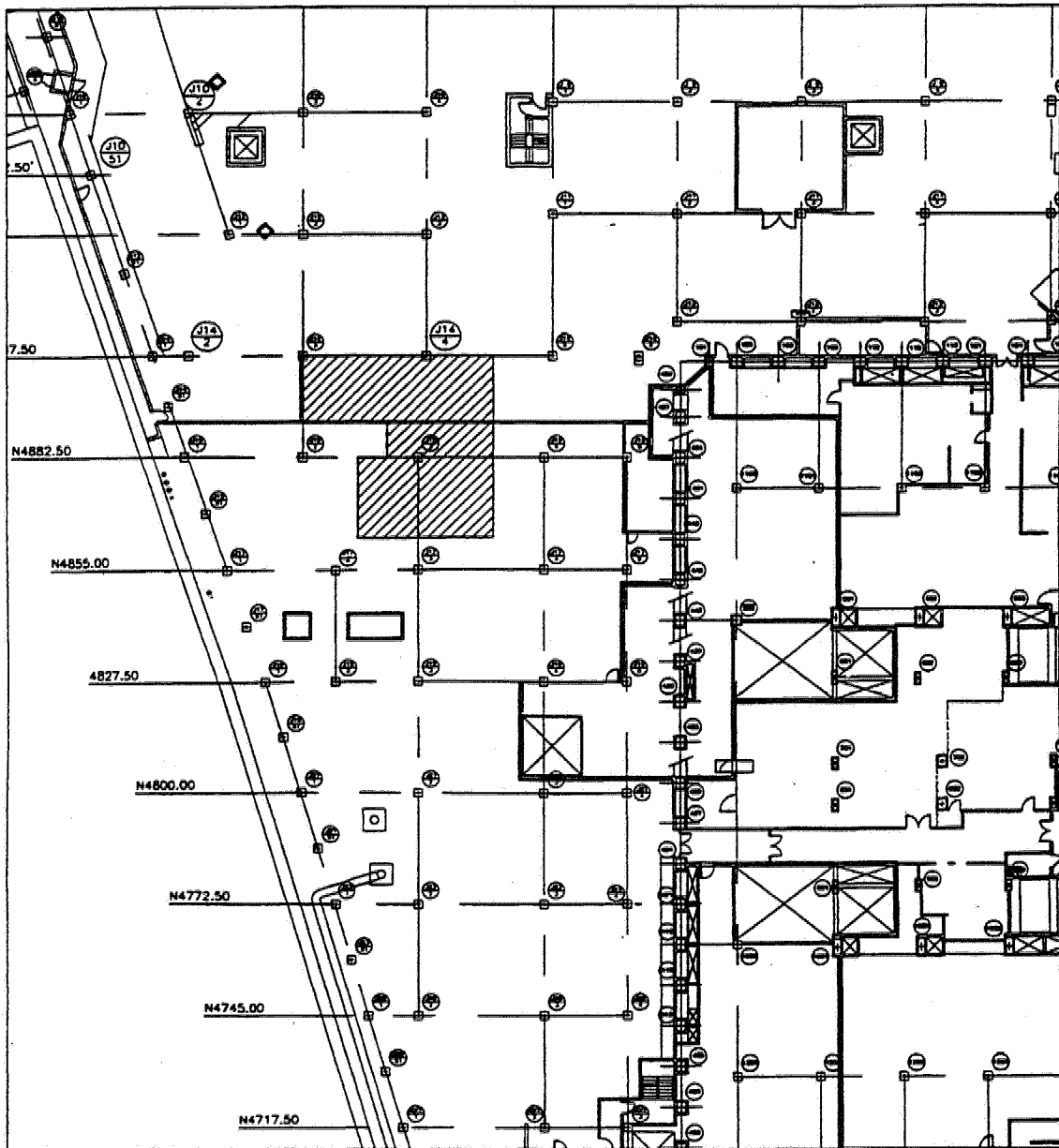
 RSF: 1824 Drawn By: D.J.

 DATE: 10-30-00 Client Rep. V. Borst

Initialed:

 For the P.A.

 For the Lessee



THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Space (Central Automotive)

Building: WTC Floor: B4 (Level 264)

Lease No: _____

Exhibit: B (CONT.) Revision: _____

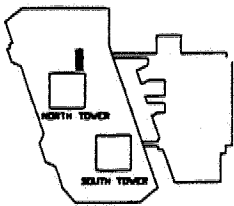
RSF: 1301 Drawn By: D.J.

DATE: 10-30-00 Client Rep. V. Borst

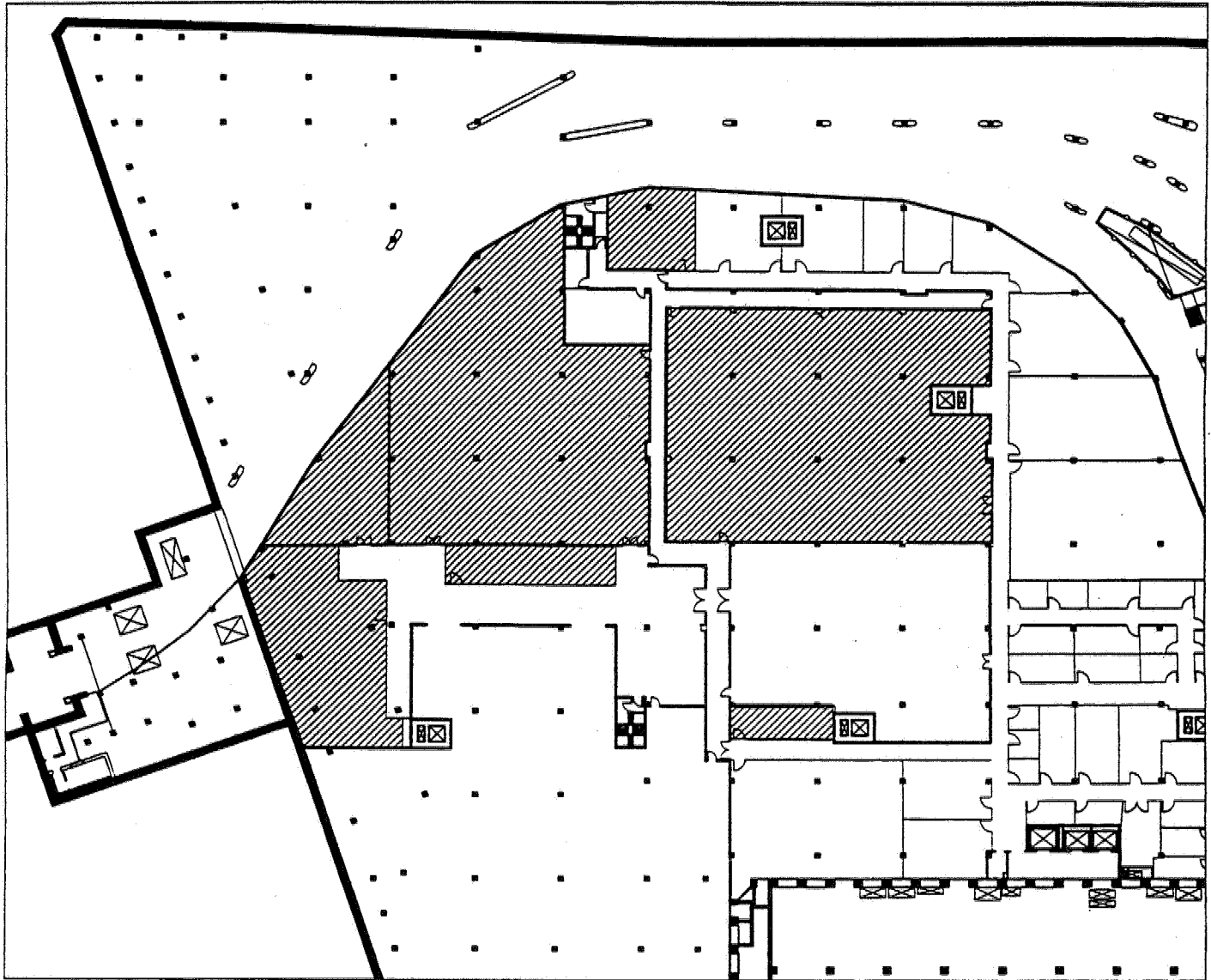
Initialed:

For the P.A.

For the Lessee



KEY PLAN

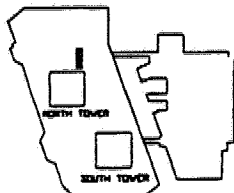
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (DSSD)Building: _____ Floor: B5 (Elev 253)

Lease No: _____

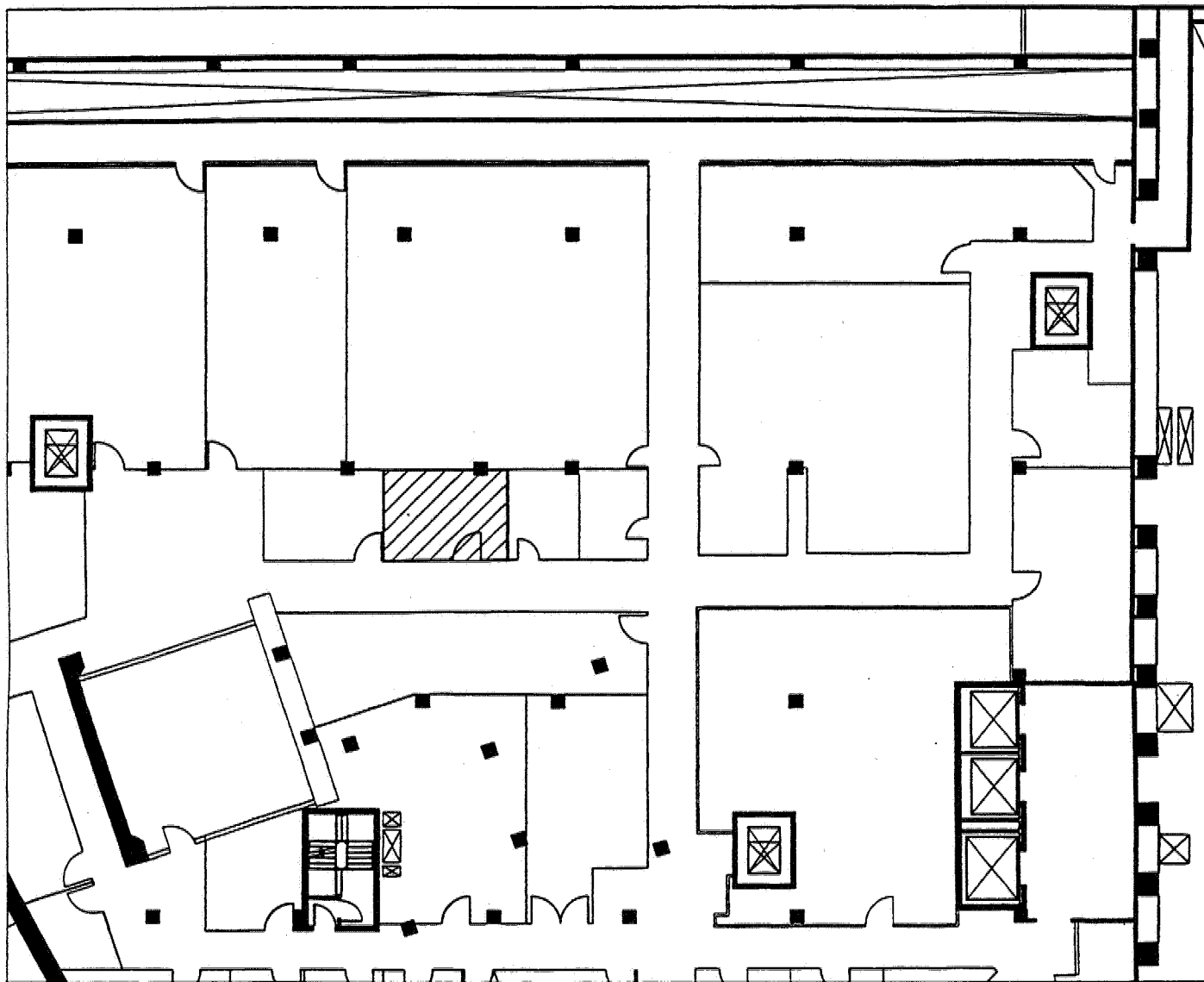
Exhibit: B (cont.) Revision: _____RSF: 23670 Drawn By: D.J.DATE: 11-02-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

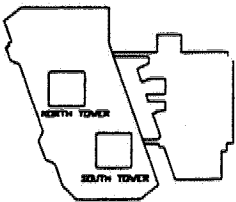
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (TB & T))Building: A Floor: B5 (Elev 253)

Lease No: _____

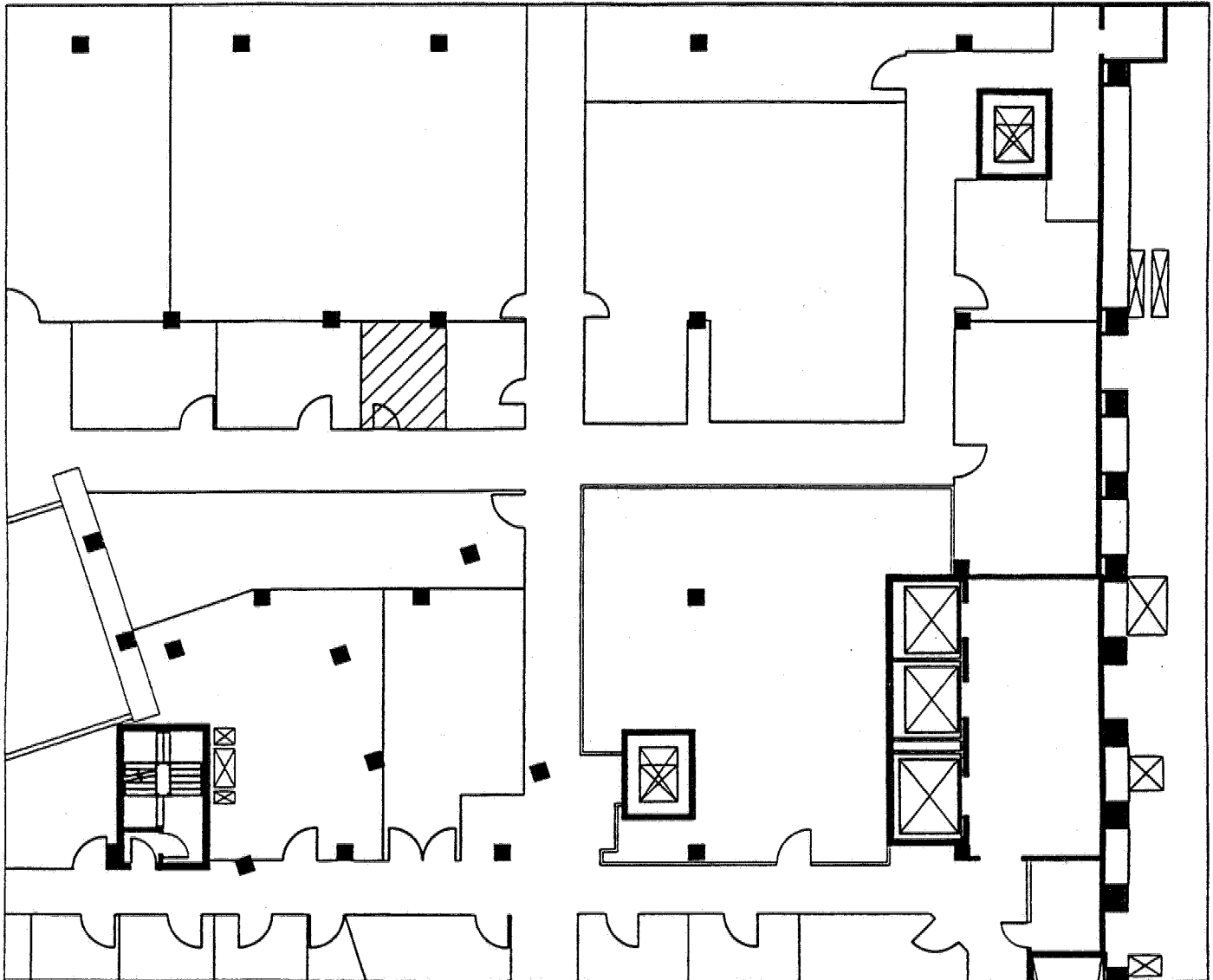
Exhibit: B(Cont.) Revision: _____RSF: 228 Drawn By: D.J.DATE: 11-02-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

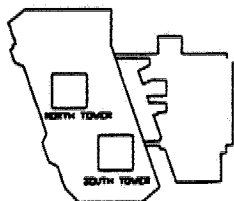
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (Regional Development)Building: A Floor: B5 (Elev 253)

Lease No: _____

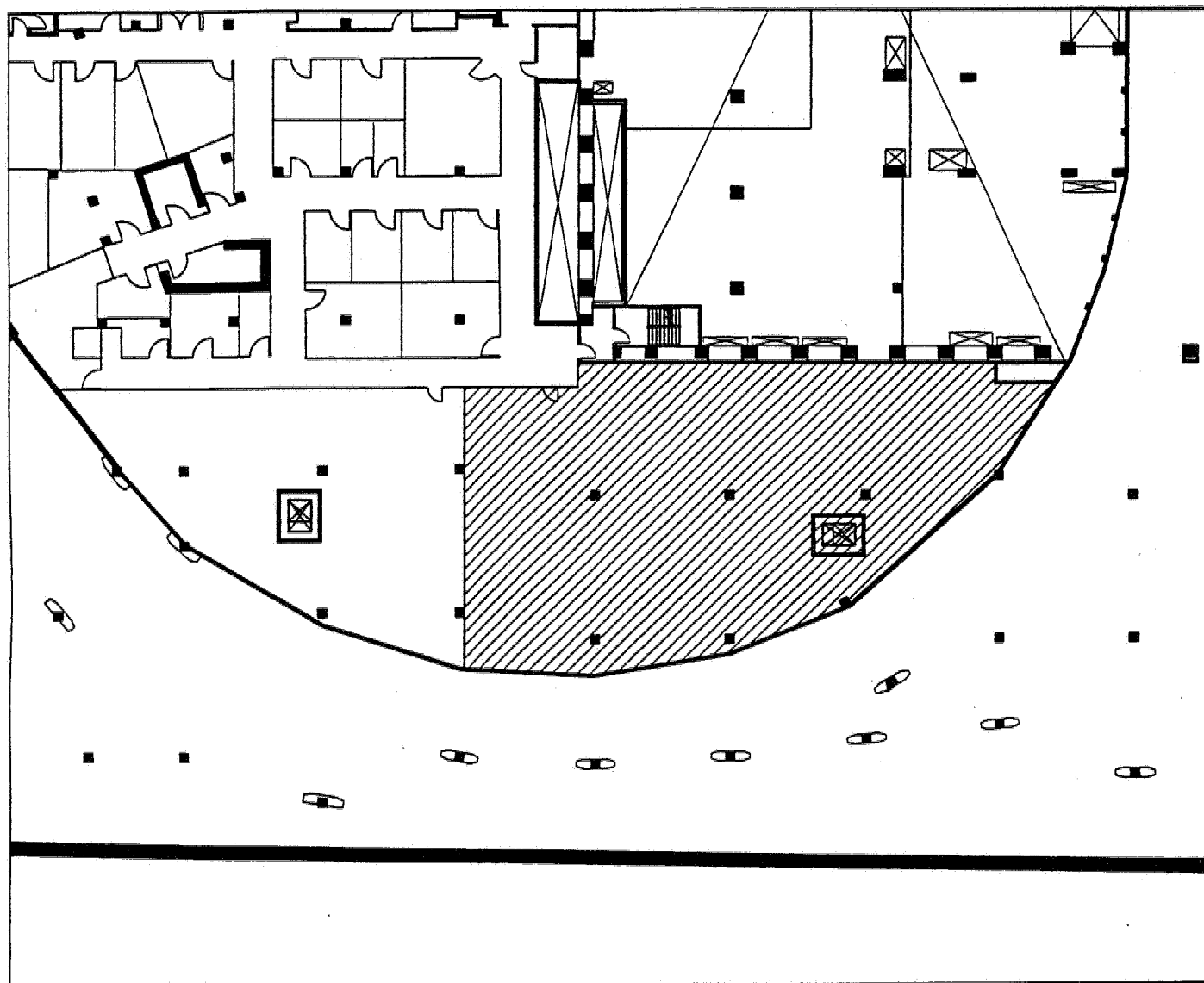
Exhibit: B (CONT.) Revision: _____RSF: 132 Drawn By: D.J.DATE: 11-02-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

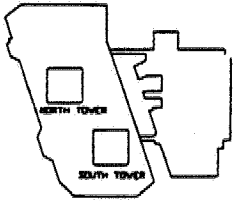
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (Library)Building: A Floor: B5 (Elev 253)

Lease No: _____

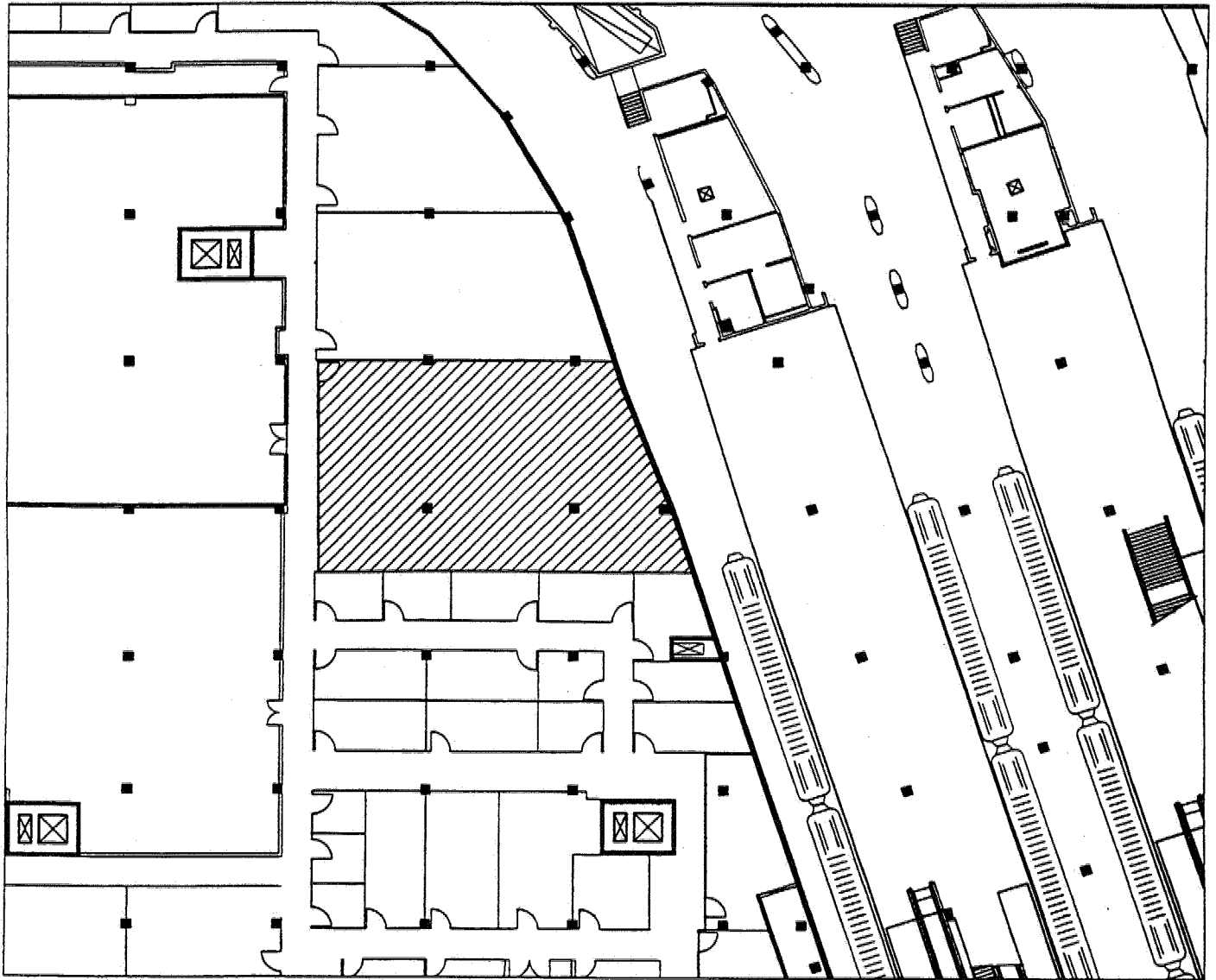
Exhibit: B(cont.) Revision: _____RSF: 5760 Drawn By: D.J.DATE: 11-02-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

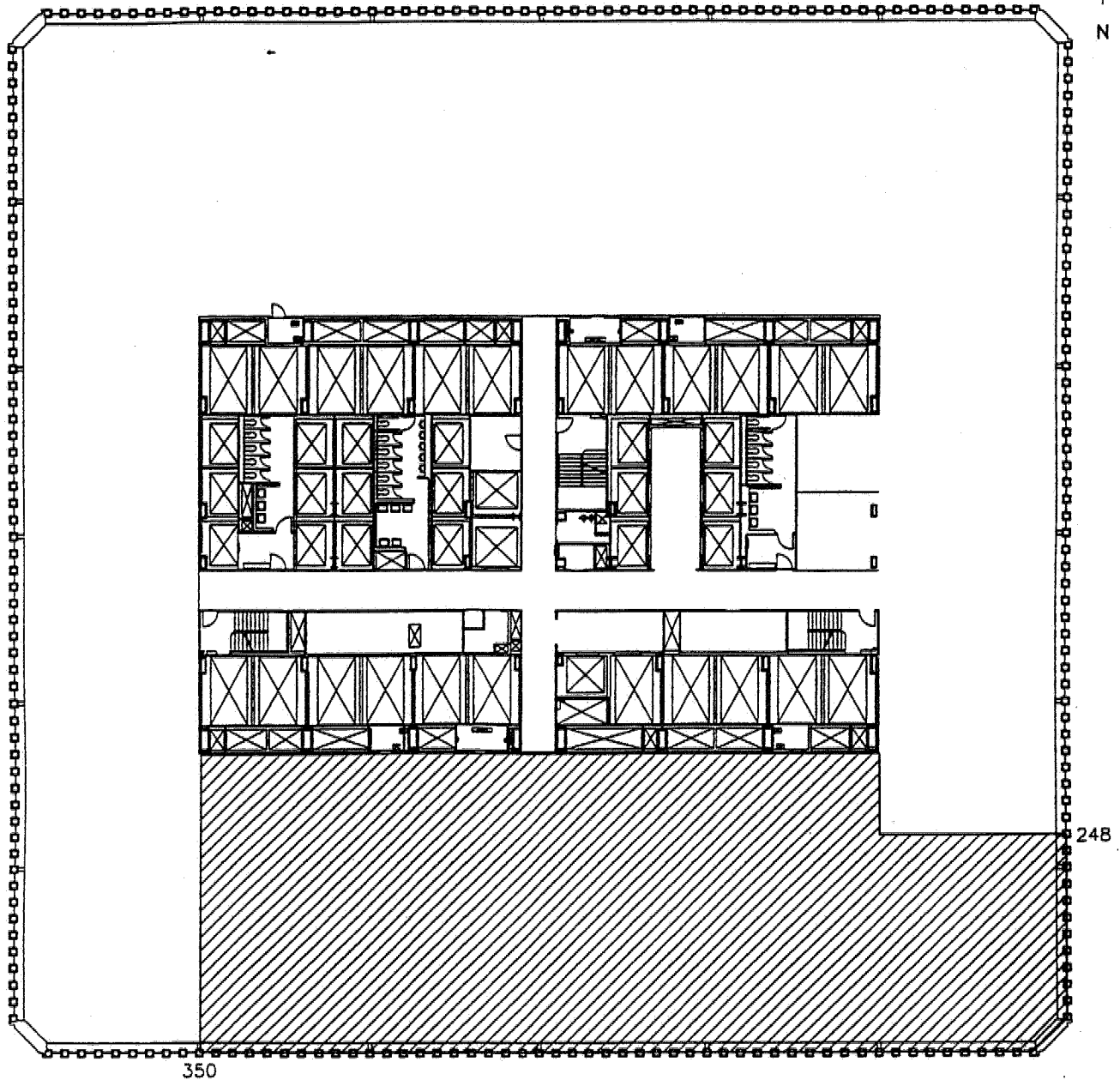
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (Telephone Storage)Building: A Floor: B5 (Elev 253)

Lease No: _____

Exhibit: B (cont.) Revision: _____RSF: 2923 Drawn By: D.J.DATE: 11-02-00 Client Rep. V. Borst

Initialed:

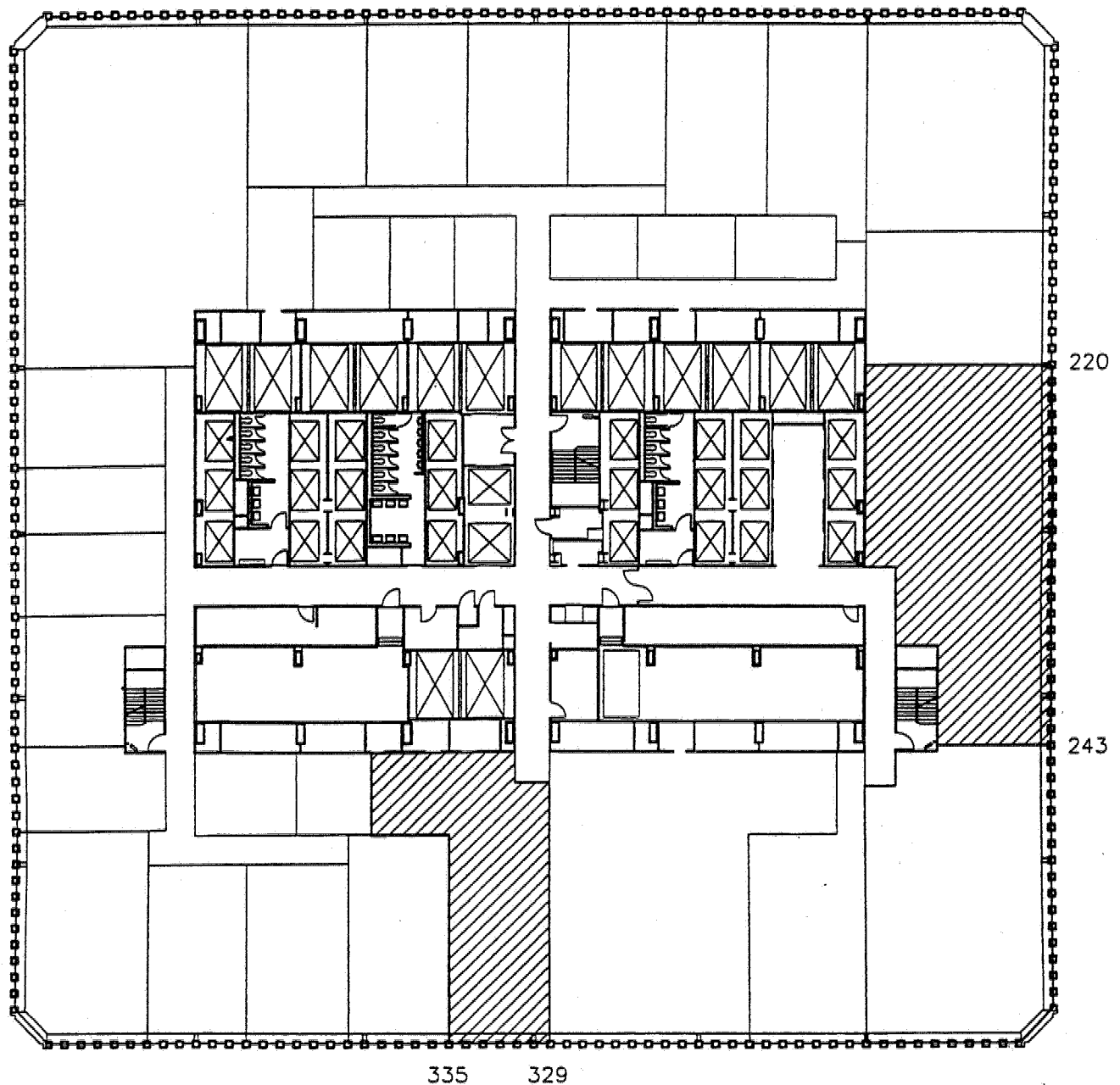
For the P.A._____
For the Lessee



21

DATE: 10-24-00 Client Rep. V. Borst

For the Lessee



46

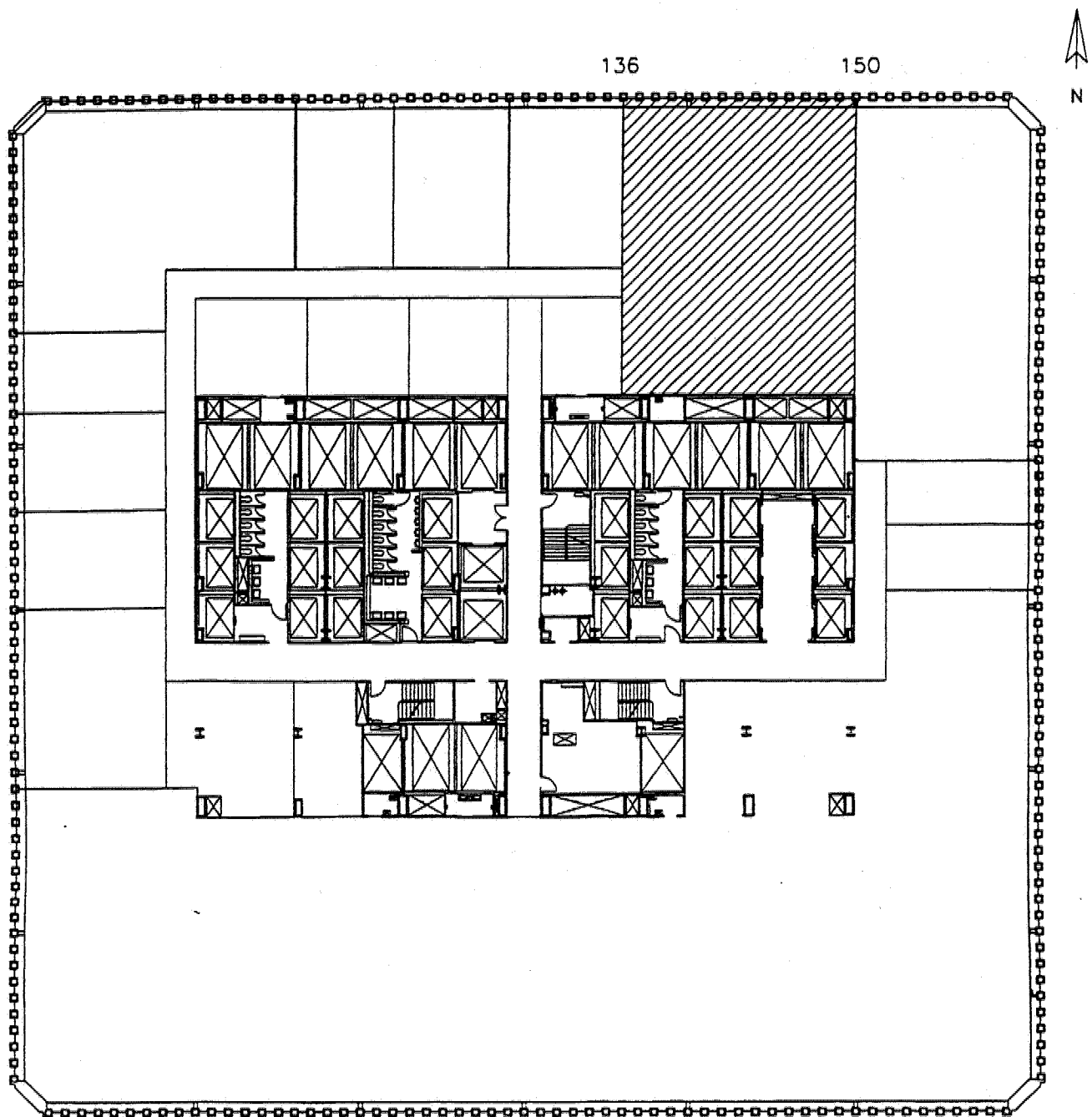
THE PORT AUTHORITY OF NY & NJTenants Name: PA Space (Engineering Files)Building: 1 Floor: 46

Lease No: _____

Exhibit: C-2 Revision: _____RSF: 5664 Drawn By: D.J.DATE: 10-24-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



52

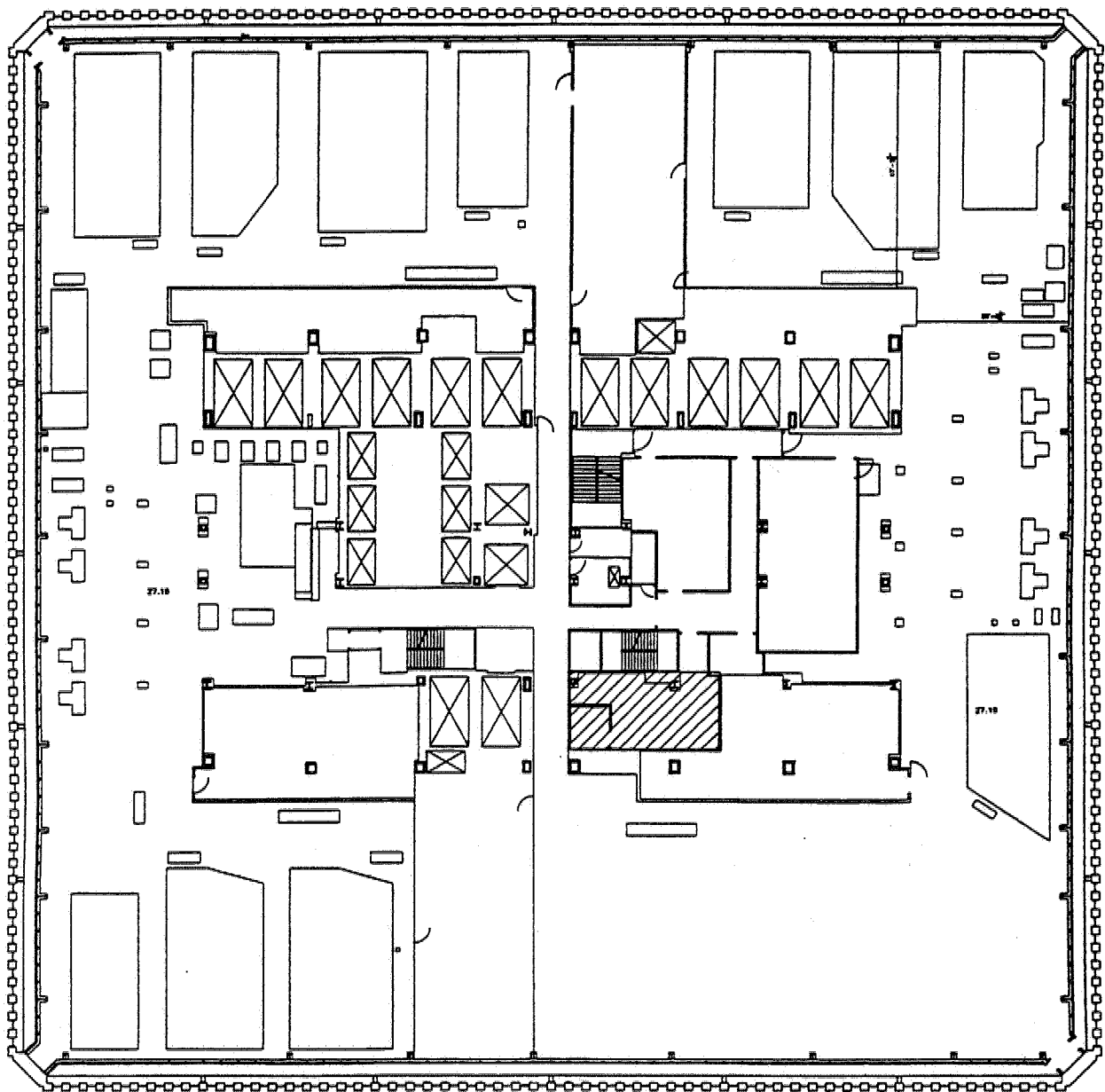
THE PORT AUTHORITY OF NY & NJTenants Name: PA Space (GSD Food Services)Building: 1 Floor: 52

Lease No: _____

Exhibit: C-3 Revision: _____RSF: 4055 Drawn By: D.J.DATE: 10-24-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



75

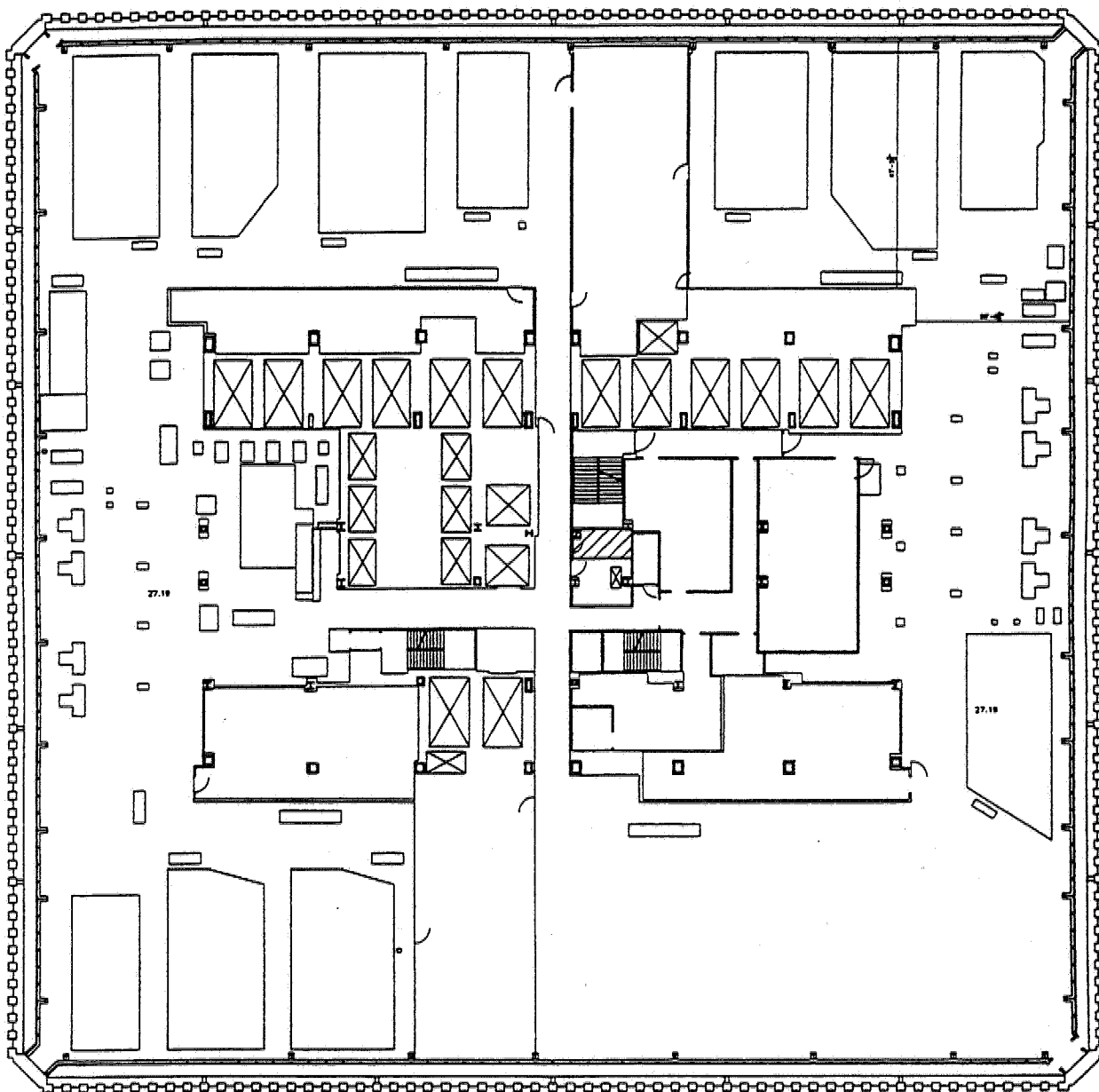
THE PORT AUTHORITY OF NY & NJTenants Name: PA Space

Lease No: _____

Building: 1 Floor: 75Exhibit: C-4 Revision: _____RSF: 548 Drawn By: D.JodiceDATE: 10-24-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



75

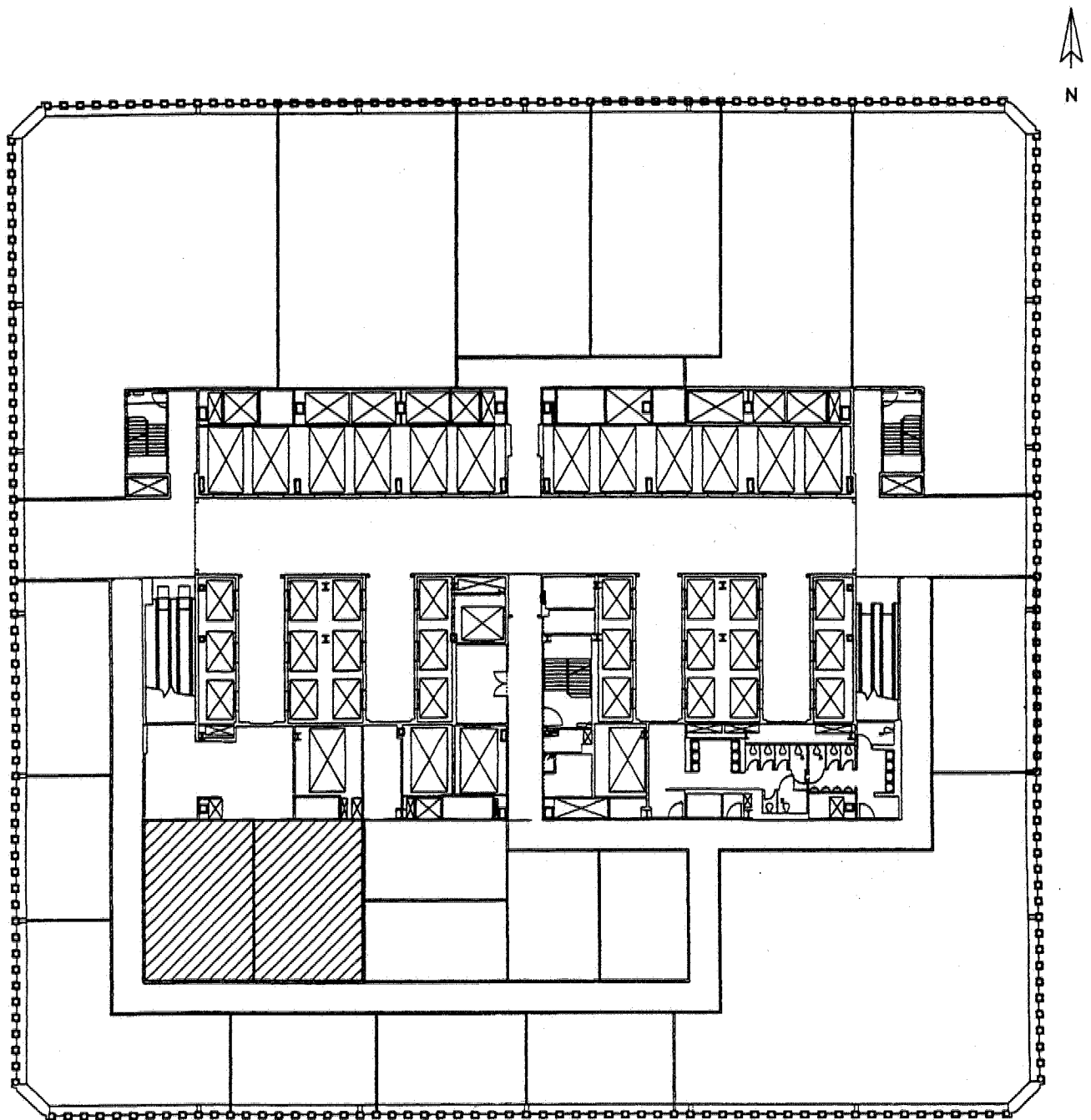
THE PORT AUTHORITY OF NY & NJTenants Name: PA Space

Lease No: _____

Building: 1 Floor: 75Exhibit: C-4 (CONT.) Revision: _____RSF: 83 Drawn By: D.JodiceDATE: 10-24-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



78

THE PORT AUTHORITY OF NY & NJTenants Name: PA SpaceBuilding: 1 Floor: 78

Lease No: _____

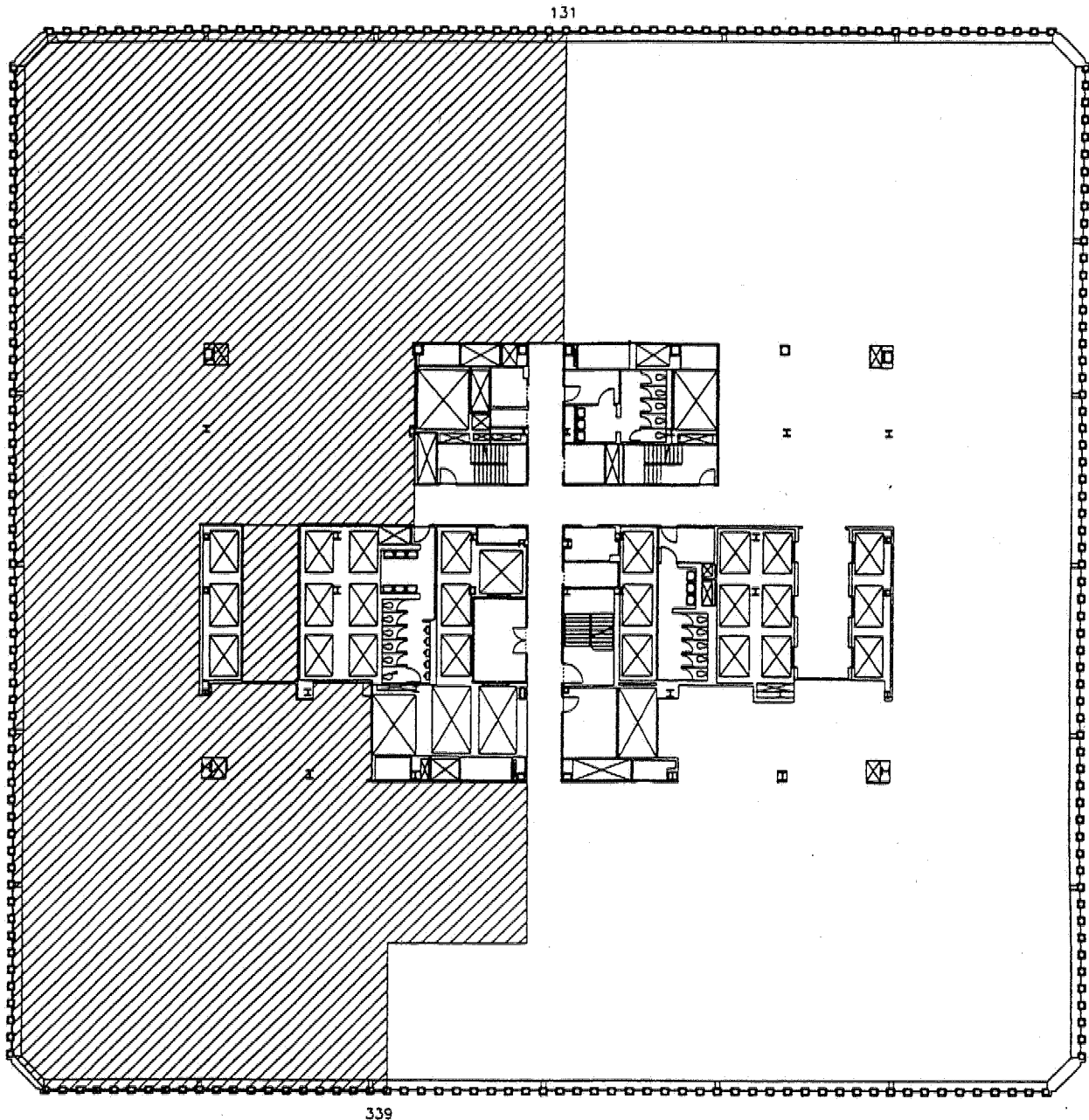
Exhibit: C-5 Revision: _____RSF: 2386 Drawn By: D.J.DATE: 10-23-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



20829	18655	.7962	1.11656
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86

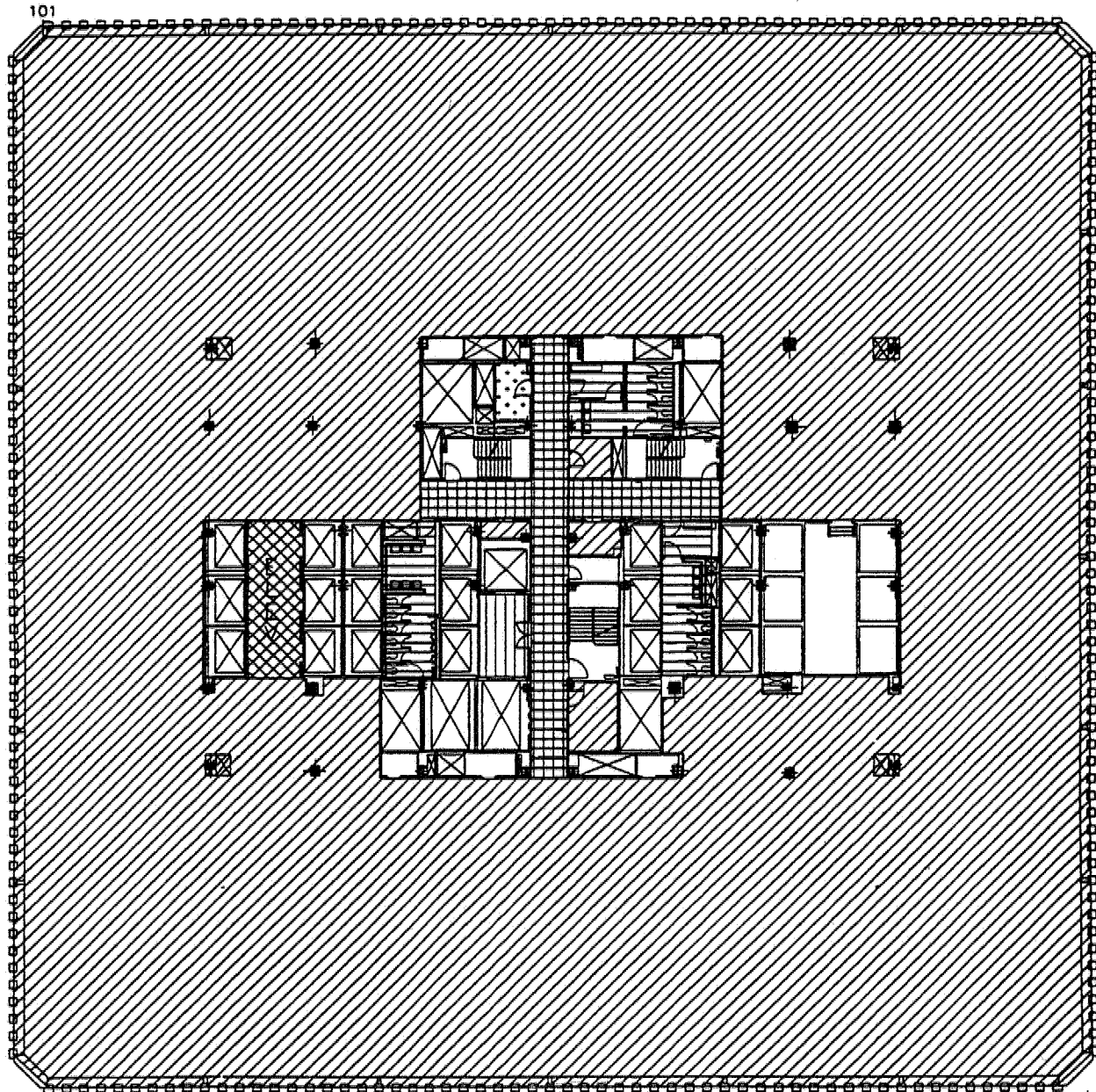
THE PORT AUTHORITY OF NY & NJTenants Name: PA SpaceBuilding: _____ Floor: 86

Lease No: _____

Exhibit: C-7 Revision: _____RSF: 23683 Drawn By: D.J.DATE: 10-24-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



88

THE PORT AUTHORITY OF NY & NJTenants Name: PA SpaceBuilding: 1 Floor: 88

Lease No: _____

Exhibit: C-8 Revision: _____RSF: 48378 Drawn By: D.J.DATE: 10-25-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee

EXHIBIT D

PARCEL 1 (1 WORLD TRADE CENTER, A/K/A TOWER A):

ALL that certain volume of space as of the Commencement Date of the Net Lease occupied by the buildings and any replacements thereof pursuant to the lease, known and designated as One World Trade Center, also known as Tower A, situate, lying and being in the Borough of Manhattan, County, City and State of New York, the exterior limits of any horizontal plane which lies within said volume of space being more particularly bounded and described as follows:

BEGINNING at a point the following two courses and distances from the corner formed by the intersection of the northerly side of Liberty Street with the easterly side of West Street:

- a. North 17 degrees 54 minutes 22 seconds west along the easterly side of West Street 389.36 feet;
- b. Due east 19.00 feet to the point or place of Beginning;

And from said point of BEGINNING:

RUNNING THENCE due North 212.00 feet;

THENCE due East 212.08 feet;

THENCE due South 212.00 feet;

THENCE due West 212.08 feet to the point or place of BEGINNING.

EXCEPTING THEREFROM all that certain portion of the said building which is demised in the lease made by the Port Authority of New York and New Jersey to HMH WTC, Inc. dated as of 12/25/1995, a memorandum of which was recorded 12/29/1995 in Reel 2276 Page 1540, which said portion lies at the concourse level and is shown on the survey made by Earl B. Lovell - S.P. Belcher Inc. dated November 11, 2000, as revised May 24, 2001.

TOGETHER with:

- (a) All that certain volume of space occupied by, and including the subgrade improvements of the World Trade Center and any replacements thereof, including, without limitation, the volume of space occupied by the vehicular ramps connecting the loading dock to Barclay Street and any replacements thereof and including the elevator shafts and pits identified on Exhibit X attached hereto, but excluding:
 - i. That certain volume of space which has been identified by cross-hatching on the schematic drawings attached hereto as Exhibit X-1,

- ii. Any portion of the World Trade Center concourse which lies subsurface
 - iii. Those certain portions of One World Trade Center encumbered by the Marriott Building as depicted on the survey prepared by Earl B. Lovell - S.P. Belcher, Inc. dated November 11, 2000, as revised May 24, 2001.
-
- (b) The vehicular access (a) ramps on West street commonly known as vehicular access ramps A,B,C, and D connecting to the space identified in clause (a) above and any replacements thereof and the vehicular access ramp on Liberty Street commonly known as vehicular access ramp H connecting to the space identified in clause (a) above and any replacements thereof.
 - (c) The elevator shafts and elevators commonly known as "J Bank" elevators and the "K elevator cars".

SCHEDULE X

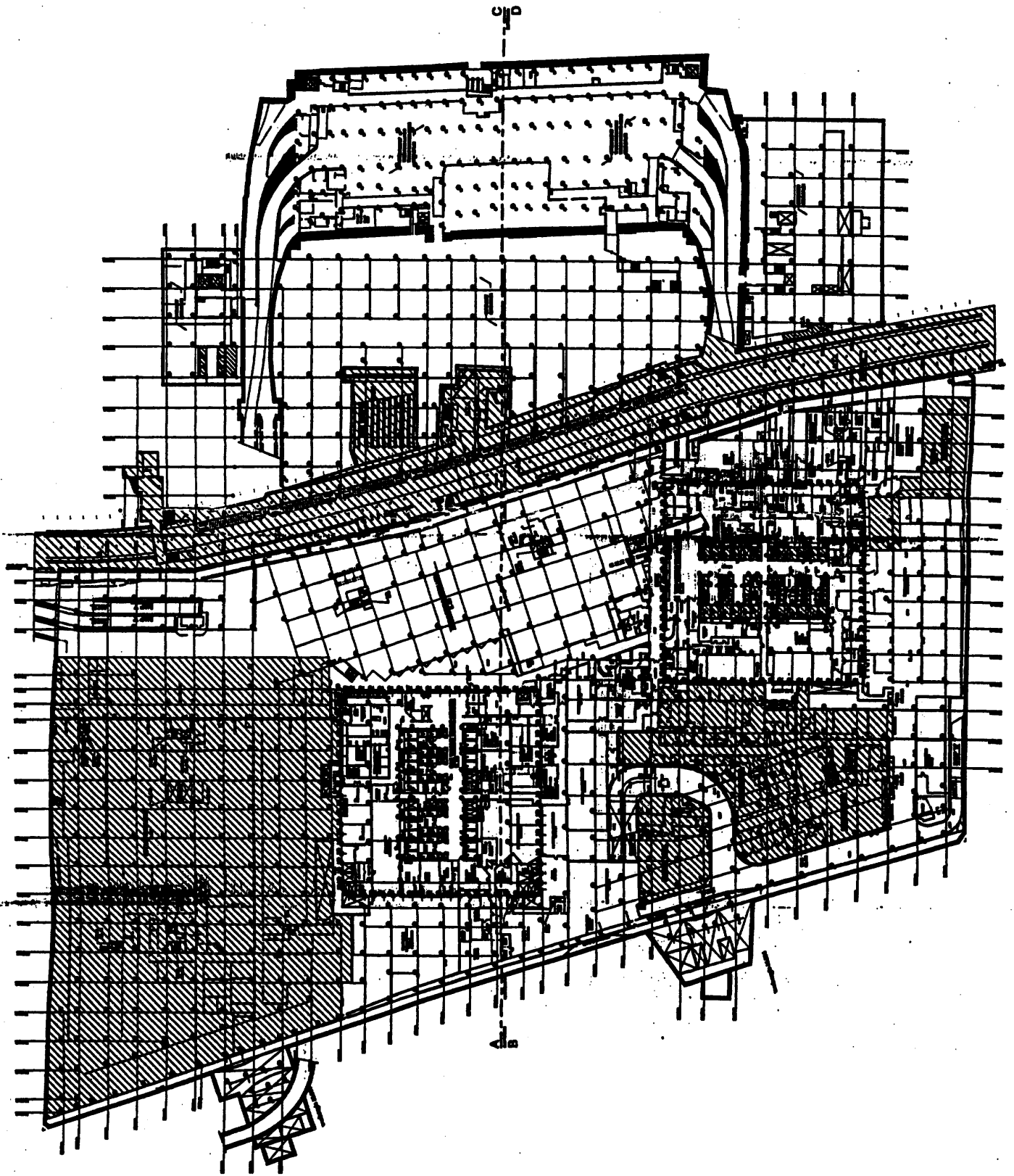
SCHEDULE X-1

SCHEMATIC DRAWINGS
OF SUBGRADE
B-1 Level



LEGEND

Areas Not Included in
Building Core / Core Wall
Tie-Back Position

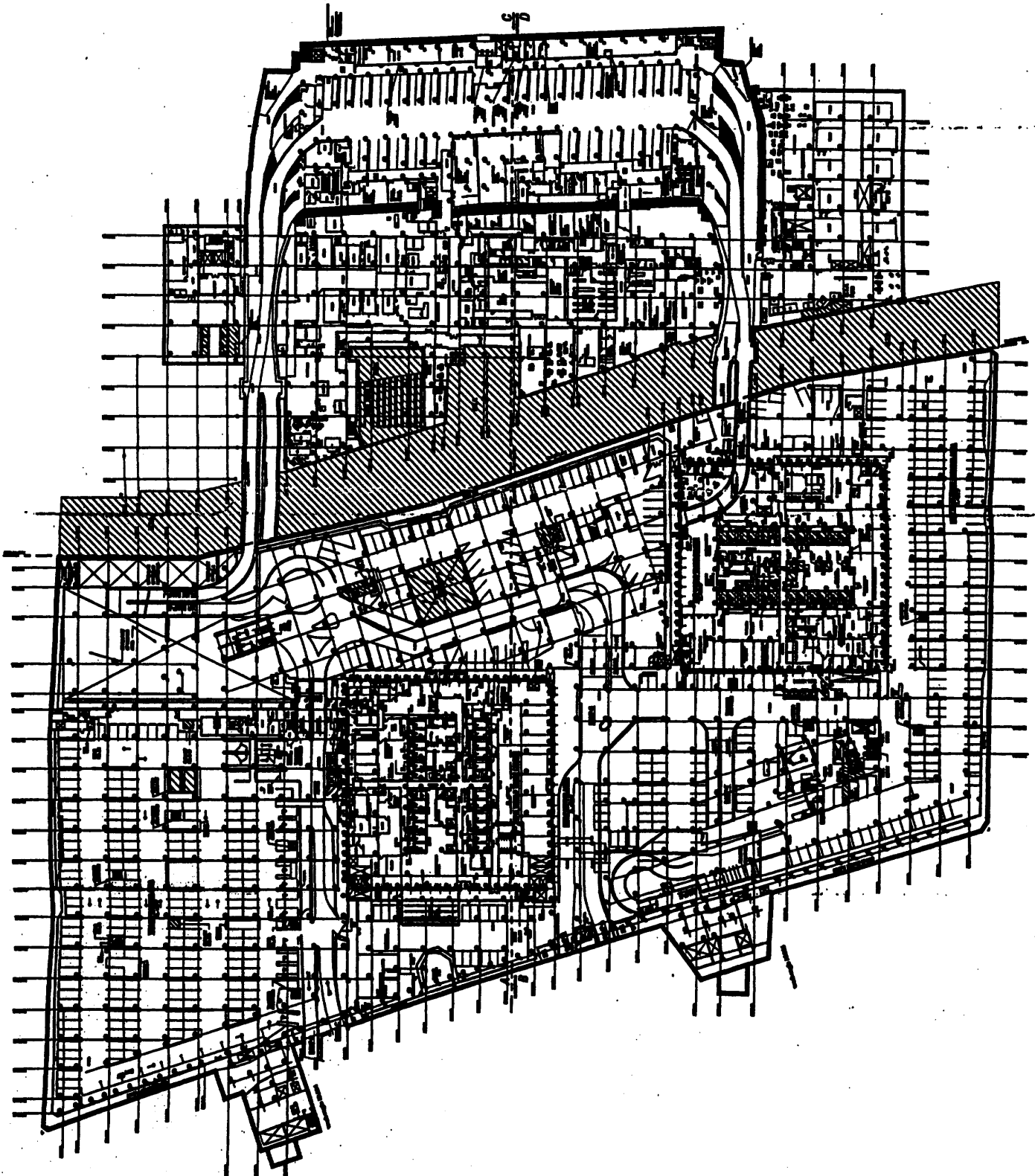


SCHEMATIC DRAWINGS
OF SUBGRADE
B-2 Level



LEGEND

Areas Not Included in
Building Clear / Over Road
Traffic Clear Provisions

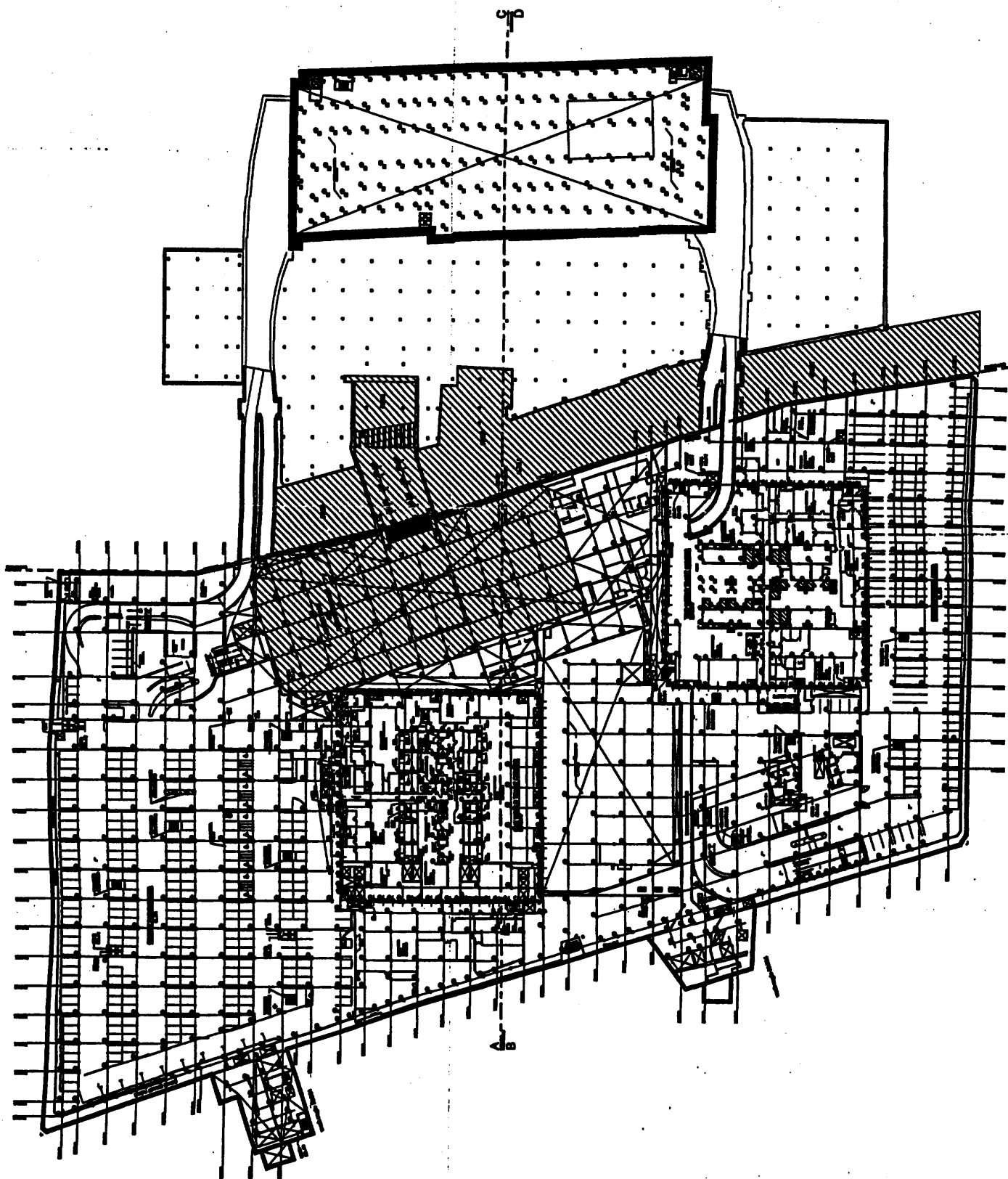


SCHEMATIC DRAWINGS
OF SUBGRADE
B-3 Level



LEGEND

Areas Not Included in
Building Core / Core Wall
Walls Under Pressure

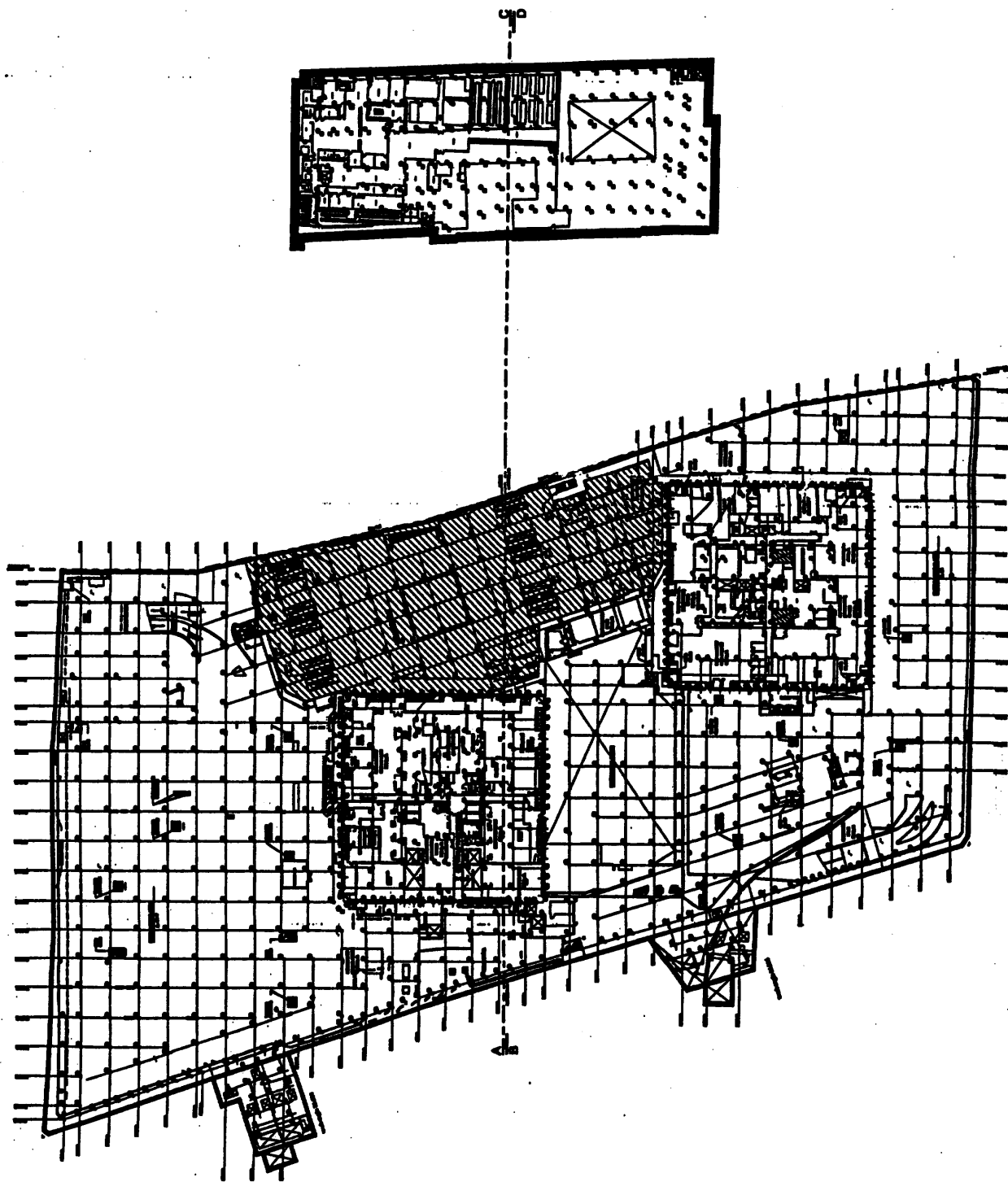


SCHEMATIC DRAWINGS
OF SUBGRADE
B-4 Level



LEGEND

Areas that include in
Building Core / Core Wall
that Outer Perimeter

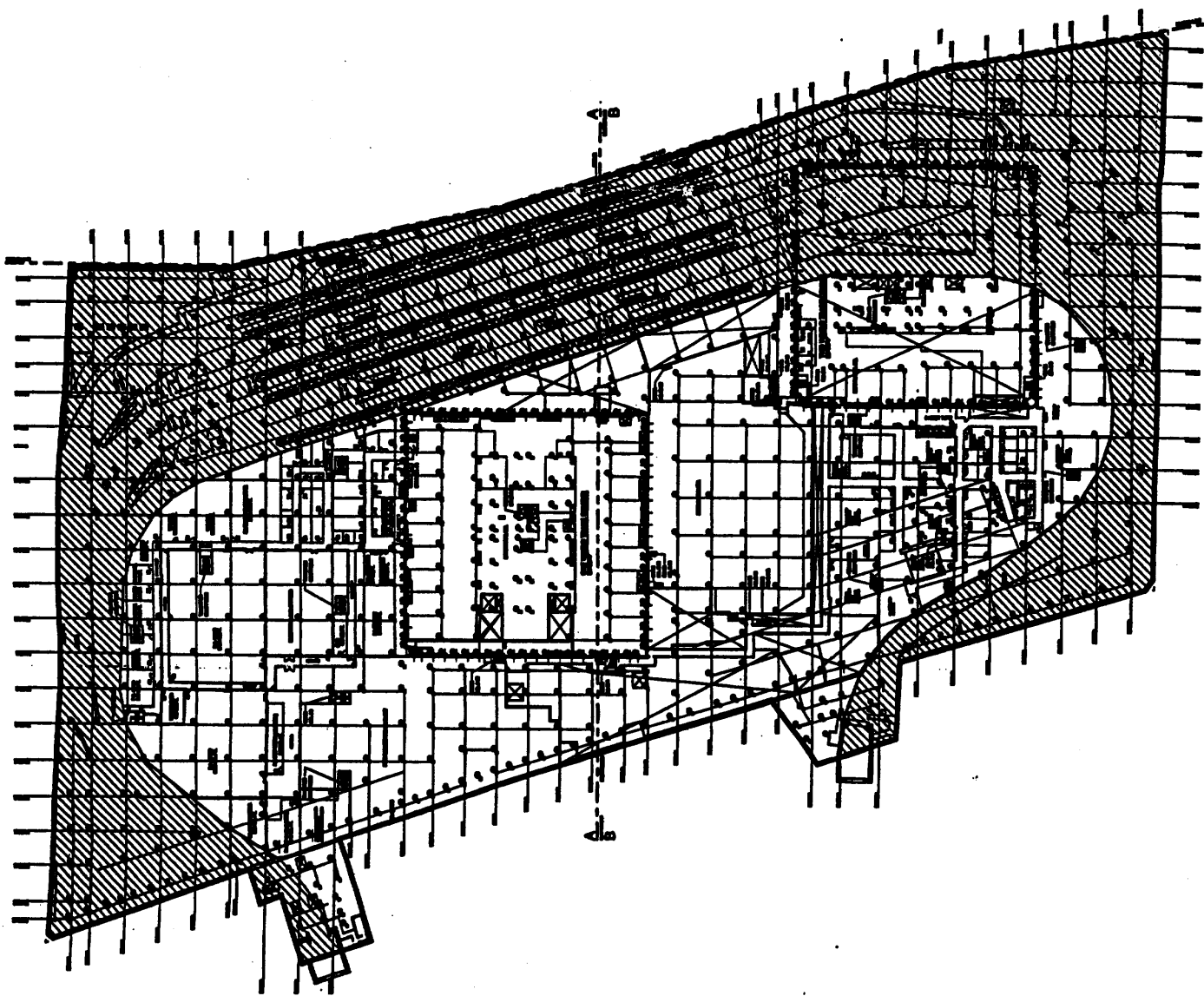


SCHEMATIC DRAWINGS
OF SUBGRADE
B-5 Level



LEGEND

Area Not Included in
Building Cost / Other Road
Tie-In Other Features



SCHEMATIC DRAWINGS
OF SUBGRADE
B-6 Level



LEGEND

Areas Not Included in
Building Cost / One Sheet
Table Center Pages

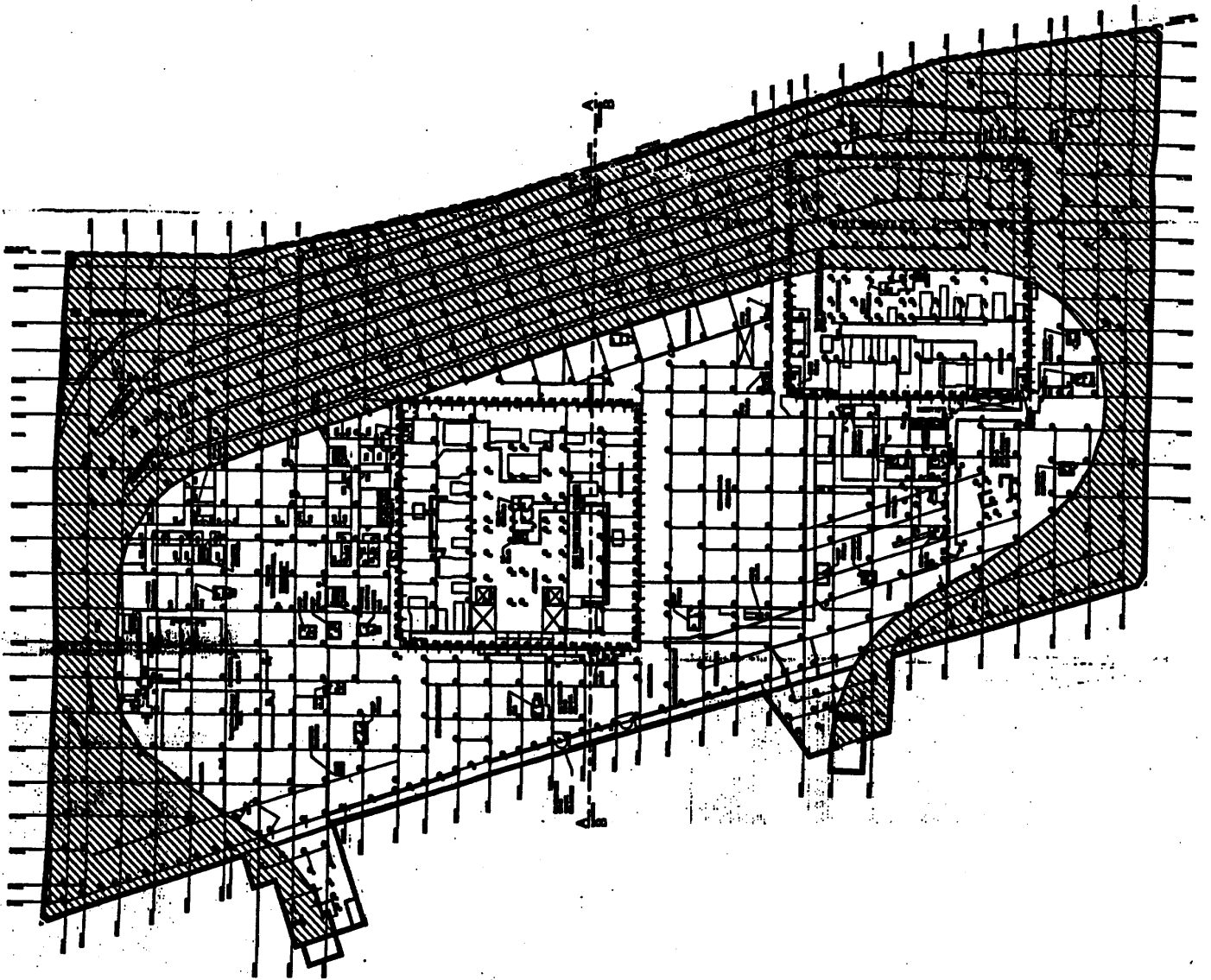


EXHIBIT E
RSF PER FLOOR

<u>FLOOR</u>	<u>RSF</u>
<u>Initial Office Space</u>	
43	43,770
44	9,296
61	46,023
62	46,495
63	46,490
64	47,568
65	47,518
66	47,680
67	47,364
68	46,925
69	47,040
70	48,248
71	47,935
72	47,829
73	47,723
74	47,481
77	9,014
<i>Subtotal:</i>	724,399
<u>Accommodation Space¹</u>	
21	13,781

¹ Exclusive of Transition Space

EXHIBIT F-1
Full Floor

Routine Cleaning in Office Areas

In addition to the following cleaning services, 5 matrons shall be assigned on a daily basis. Matrons will work throughout the leased premises at the direction of the Manager of Office Space Services Division.

Daily (Five Days each week except Saturdays, Sundays, and Holidays

1. Empty and damp wipe ashtrays, empty waste baskets. Transport collected waste to trash handling areas and removal from building. In addition, remove all cardboard debris from freight elevator lobbies.

2. Dust horizontal surfaces of office furniture, equipment, ledges, and sills.

3. Dust sweep vinyl asbestos floor and/or spot vacuum carpeted surfaces.

4. Clean and sanitize water fountains.

5. Damp wipe fingerprints, smears, smudges, etc., on door, wall and partition surfaces.

6. Pantry Service

a) Remove trash nightly.

b) Remove wet trash nightly.

c) Clean counters, sinks and appliances nightly.

d) Refill paper towels and soap dispensers as needed.

e) Mop floors

7. Conference Rooms

a) Clean all conference rooms nightly.

8. Clean all private restrooms nightly and restock supplies as required.

9. Remove trash nightly from all copy rooms.

10. Clean 70th floor computer room in accordance with the following:

- a) Clean and sweep floor in lounge, wipe all tables and empty trash containers three (3) times daily, morning, mid-morning and late afternoon.
- b) Sweep floor, with proper dusting mop, computer room, tape administrator area, library, bursting room, network control area server rooms and mission critical room (70W) daily.
- c) Empty paper bins in computer room twice daily: morning and afternoon.
- d) Wipe and clean all computer covers twice weekly and clean all printer covers every other day: Monday, Wednesday, Friday.
- e) Clean and discard paper and carbon from bins in bursting room twice daily.
- f) Discard all trash and waster paper in COD areas daily.
- g) Sweep and clean supply room twice weekly.
- h) Sweep all ramps once a day.
- i) Clean all ramps daily.
- j) Clean all internal windows, server rooms, data control and mission critical room weekly.
- k) Wipe down (spot clean) walls and doors for fingerprint smudges etc., weekly.
- l) Work as directed by shift supervisor.

Weekly (once each week)

- 11. Glass Maintenance
 - a) Clean all entry doors.
- 12. Spray buff all vinyl floor tiles.
- 13. Replace all wastepaper liners.
- 14. Dust vertical surfaces of office furniture and equipment.
- 15. Vacuum entire carpeted floor surfaces.

Monthly (Once each month)

- 16. Clean all glass partitions.
- 17. Scrub and refinish vinyl floor tiles.

Quarterly (Once each three months)

18. Wash interior surfaces of window glass.
19. Dust all pictures, frames, charts, graphs, and similar wall hangings, plus partitions, doors, and door frame surfaces.

Routine Cleaning in Passenger Elevator Lobbies

Daily (Five days each week except Saturdays, Sundays, and Holidays)

1. Vacuum entire carpeted floor surface and elevator door saddles.
2. Damp wipe fingerprints, smears, smudges, etc. on elevator doors and framework, floor indicators, mail chute, floor directories, wall surfaces and wall hung fixtures.
3. Empty and damp wipe cigarette receptacles.

Once each week

4. Complete dusting of wall surfaces including wall fixtures and directories.
5. Spot clean carpet.

Once each year

6. Shampoo carpet surfaces.
7. Clean and polish wood panel wall surfaces.

EXHIBIT F-2

Partial Floor

Routine Office Cleaning

Daily (Five days each week except Saturdays, Sundays and Holidays)

1. Empty and damp wipe ashtrays, empty waste baskets. Transport collected waste to trash handling areas and removal from building. In addition, remove all cardboard debris from freight elevator lobbies.
2. Dust horizontal surfaces of office furniture, equipment, ledges, and sills.
3. Dust sweep vinyl asbestos floor and/or spot vacuum carpeted surfaces.
4. Clean and sanitize water fountains.
5. Damp wipe fingerprints, smears, smudges, etc., on door, wall and partition surfaces.
6. Pantry Service.
 - a) Remove trash nightly.
 - b) Remove wet trash nightly.
 - c) Clean counters, sinks and appliances nightly.
 - d) Refill paper towels and soap dispensers as needed.
 - e) Mop floors
7. Conference Rooms
 - a) Clean all conference rooms nightly.
8. Clean all private restrooms nightly and restock supplies as required.
9. Remove trash nightly from all copy rooms.

10. Clean 70th floor computer room in accordance with the following:

- a) Clean and sweep floor in lounge, wipe all tables and empty trash containers three (3) times daily, morning, mid-morning and late afternoon.
- b) Sweep floor, with proper dusting mop, computer room, tape administrator area, library, bursting room, network control area server rooms and mission critical room (70W) daily.
- c) Empty paper bins in computer room twice daily: morning and afternoon.
- d) Wipe and clean all computer covers twice weekly and clean all printer covers every other day: Monday, Wednesday, Friday.
- e) Clean and discard paper and carbon from bins in bursting room twice daily.
- f) Discard all trash and waster paper in COD areas daily.
- g) Sweep and clean supply room twice weekly.
- h) Sweep all ramps once a day.
- i) Clean all ramps daily.
- j) Clean all internal windows, server rooms, data control and mission critical room weekly.
- k) Wipe down (spot clean) walls and doors for fingerprint smudges etc., weekly.
- l) Work as directed by shift supervisor.

Weekly (Once each week)

- 11. Glass Maintenance
 - a) Clean all entry doors.
- 12. Spray buff all vinyl floor tiles.
- 13. Replace all wastepaper liners.
- 14. Dust vertical surfaces of office furniture and equipment.
- 15. Vacuum entire carpeted floor surfaces.

Monthly (Once each month)

- 16. Clean all glass partitions.
- 17. Scrub and refinish vinyl floor tiles.

Quarterly (Once each three months)

18. Wash interior surfaces of window glass.
19. Dust all pictures, frames, charts, graphs, and similar wall hangings, plus partitions, doors, and door frame surfaces.

EXHIBIT G

Intentionally Omitted

EXHIBIT H

Intentionally Omitted

EXHIBIT I

[_____]

Landlord,

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Tenant.

MEMORANDUM OF LEASE

Dated as of _____, 200__

The Premises affected by the within instrument lies in the

City of New York, County of New York, State of New York

Address of Property: One World Trade Center, New York, New York

Block: 58, Lot: p/o 1

Record and Return to:
SKADDEN, ARPS, SLATE, MEAGHER & FLOM
Four Times Square
New York, New York 10036
Attention: Martha Feltenstein, Esq.

Memorandum of Lease

Pursuant to Section 291-C of

The New York Real Property Law

Lease:

That certain Lease (the "Lease") by and between the
Landlord and Tenant identified below for certain premises
located at One World Trade Center, New
York, New York as more particularly described below.

Date of Execution

of Lease:

As of _____, 200__ (the "Commencement Date")

Name and Address

of Landlord:

[_____]

[_____]

[_____]

Name and Address

of Tenant:

The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

Description of

Demised Premises:

The entire forty-third (43rd) floor and the entire sixty-first (61st) through seventy-fourth (74th) floors, inclusive, certain space on the forty-fourth (44th) floor and the seventy-seventh (77th) floor, and certain other space on the twenty-first (21st), forty-sixth (46th), fifty-second (52nd), seventy-fifth (75th), seventy-eighth (78th), eighty-second (82nd), eighty-sixth (86th), and eighty-eighth (88th) floors all in the building known as One World Trade Center, New York, New York (the "Building") and situated on the land in the Borough of Manhattan, City, County and State of New York as more particularly described on Schedule A attached hereto.

Initial Term

of Lease:

Except as otherwise provided in the Lease with respect to portions of the Demised Premises that are the Accommodation Space; Twenty (20) years, commencing on the Commencement Date (as defined above) and expiring on the last day of the month in which the 20th anniversary of the Commencement Date occurs, or the date upon which

the initial term of the Lease shall sooner terminate pursuant to any of the terms of the Lease or pursuant to law.

Reduction Options:

As more particularly set forth in the Lease, Tenant has the right to surrender up to 200,000 rentable square feet of the premises every twenty-four (24) months of the term of the Lease commencing on the seventh (7th) anniversary of the Commencement Date.

Expansion Options:

As more particularly set forth in the Lease, Tenant has certain options to add additional space to the premises demised under the Lease pursuant to certain rights of first offer on space located on the forty-third (43rd) through seventy-eight (78th) floors, inclusive, of the Building.

Renewal Options:

As more particularly set forth in the Lease, Tenant has the option to renew the term of the Lease for up to four (4) additional terms of five (5) years each. Tenant must deliver its renewal notice to Landlord no later than twenty-four (24) months prior the end of the then applicable term of the Lease.

Shaft Space

Dedication:

As more particularly set forth in the Lease, Landlord has dedicated certain shaft and related space in the Building for Tenant's use.

Subgrade Space, Storage Space,

Parking, Licensed Areas:

As more particularly set forth in the Lease, certain subgrade space and storage space is included in the Demised Premises and certain parking areas and other areas are licensed to Tenant.

Signage Rights:

As more particularly set forth in the Lease, Tenant has certain signage and identification rights.

Memorandum of Lease:

This instrument, executed in connection with the Lease, is intended to be and is entered into as a memorandum thereof for the purpose of recordation and the giving of notice of the tenancy created by the Lease and of the rights and obligations of Landlord and Tenant thereunder, and shall not, in any event, be construed to change, vary, modify, interpret or limit the Lease or any of the terms, covenants or conditions thereof, or any part thereof, and

reference is hereby made to the Lease for any and all
purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of
Lease as of this ____ day of ____, 200__.

LANDLORD:

[_____]

By: _____
Name:
Title:

TENANT:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: _____
Name:
Title:

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the _____ day of _____ in the year _____

before me, the undersigned, a Notary Public in and for said State, personally appeared _____

_____, personally known to me or proved to me on the basis of satisfactory

evidence to be the individual whose name is subscribed to the within instrument and acknowl-

edged to me that he executed the same in his capacity, and that by his signature on the

instrument, the individual, or the person upon behalf of which the individual acted, executed

the instrument.

Notary Public

(SEAL)

STATE OF NEW YORK

)

: ss.:

COUNTY OF NEW YORK

)

On the _____ day of _____ in the year _____

before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____, personally known to me or proved to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to the within instrument and acknowl-
edged to me that he executed the same in his capacity, and that by his signature on the
instrument, the individual, or the person upon behalf of which the individual acted, executed
the instrument.

Notary Public

(SEAL)

Schedule A

Description of Land

SEE ATTACHED

EXHIBIT J

FORM OF NON-DISTURBANCE AGREEMENT TO SUBTENANTS

SUBORDINATION, NON-DISTURBANCE, RECOGNITION
AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 200__
between [_____] , a [_____] , having an office at
[_____] (the "Landlord") and _____, a
_____, having an office at _____ New York,
New York (the "Subtenant").

WITNESSETH :

WHEREAS, Landlord is the lessor under that certain Lease dated as
of _____, 200__ (such lease as the same may be amended, modified, extended,
renewed, supplemented or replaced, the "Overlease") demising certain premises (the
"Premises") in the building known as One World Trade Center, New York, New
York (as more particularly bounded and described in Schedule 1 annexed hereto, the
"Building") to The Port Authority of New York and New Jersey (the "Tenant") a
memorandum of which was recorded in Reel____, Page____ in the Office of the
Register of the City of New York;

WHEREAS, Subtenant is the subtenant under that certain sublease (the "Sublease") dated _____ between Tenant and Subtenant covering _____ (the "Subleased Premises").

WHEREAS, Subtenant has requested that Landlord agree not to terminate the Sublease nor disturb Subtenant's occupancy under the Sublease in the event of the termination of the Overlease due to Tenant's default thereunder or the exercise of any of Landlord's rights under the Lease;

WHEREAS, Landlord is willing to enter into such an agreement on the terms and conditions contained herein;

NOW, THEREFORE, Landlord and Subtenant agree as follows:

1. Subordination. Subtenant agrees that the Sublease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Subtenant thereunder are and shall at all times continue to be fully subject and subordinate in all respects to the Overlease. This provision shall be self-operative and no further instrument shall be required to confirm or perfect such subordination. However, at the request of Landlord, Subtenant, at its expense, shall execute and deliver such other documents reasonably satisfactory to Landlord and take such other action as Landlord reasonably requests to perfect, confirm or effectuate such subordination.

2. Non-Disturbance. Landlord agrees that so long as Subtenant is in compliance with this Agreement and is not in default in its obligations for the payment of rent, additional rent, or other charges due under the Sublease, or in the performance or observance of any of the other terms, covenants and conditions on its part to be performed or observed under the Sublease, in each case beyond any applicable notice and cure period:

(a) the rights, possession or enjoyment of Subtenant under the Sublease shall not be adversely affected, terminated or disturbed by Landlord, its successors or assigns, subject however to the terms and the provisions of paragraph 3 hereof; and

(b) Subtenant shall not be named as a party in any summary proceeding or other action or proceeding instituted by reason of Tenant's default under the Overlease, unless required by law in order to make such action or proceeding effective, and such action or proceeding shall not result in a cancellation, modification or termination of the sublease, subject to the limitations and conditions contained herein.

3. Non-Liability. If Landlord becomes the successor in interest of Tenant under the Sublease, Subtenant shall be bound to Landlord under all of the terms, covenants and conditions of th Sublease, except as provided in this Agree-

ment, for the balance of the term thereof remaining, with the same force and effect as if Landlord was the landlord under the Sublease, provided that in no event shall Landlord or its successors or assigns be:

(a) liable for any act, omission, or negligence of any prior tenant (including, without limitation, Tenant) as sublandlord under the Sublease or the failure or default of any prior sublandlord (including, without limitation, Tenant) to comply with any of its obligations under such Sublease except to the extent such act, omission, negligence, failure or default accrues during or continues after the date that Landlord succeeds to the interest of Tenant as sublandlord under the Sublease; or

(b) subject to any defenses (except defenses against Landlord for actions occurring after Landlord succeeds to the interest of Tenant under the Sublease), offsets or counterclaims that Subtenant may have against any prior sublandlord (including, without limitation, Tenant); or

(c) bound by any amendment, modification, cancellation or surrender of the Sublease entered into without the prior written consent of Landlord, if Landlord's consent is required under the Lease with respect thereto; or

(d) subject to subsection (h) below, bound by any payment of fixed rent or additional rent that Subtenant might have paid for more than one month in advance of the date such payments are due; or

(e) subject to the provisions of Section 8.01C of the Lease, obligated to perform any work in the Subleased Premises, or to undertake to complete the initial construction of any portion of the Subleased Premises or any capital improvements therein in order to prepare the same for Subtenant's initial occupancy; or

(f) subject to the provisions of Section 8.01C of the Lease, be bound by any obligation to make any work contribution payment to Subtenant; or

(g) liable for any brokerage commissions or costs, expenses or liabilities in connection therewith; or

(h) liable for any monies owing by or on deposit with Tenant to the credit of Subtenant except to the extent turned over to Landlord; or

(i) be bound by any provisions of the Sublease if such provisions give greater rights to Subtenant than Tenant has under the Overlease or impose greater obligations on the Sublandlord than Landlord has under the Overlease; or

(j) be bound by any provisions of the Sublease if such provisions give Subtenant any right to extend the term of the Sublease beyond the expiration date of the Overlease.

4. No Changes to Sublease. The Sublease constitutes an inducement to Landlord to enter into this Agreement. Consequently, Subtenant shall not, without obtaining the prior written consent of Landlord, (i) enter into any agreement renewing, extending, amending, cancelling, modifying, terminating or surrendering the Sublease (other than to the extent same is expressly contemplated pursuant to the specific terms of the Sublease (e.g., express renewal, termination, expansion or reduction rights)), (ii) prepay any of the fixed rent or additional rent due under the Sublease for more than one (1) month in advance of the due dates thereof, (iii) voluntarily surrender the Subleased Premises or terminate the Sublease or shorten the term thereof, except as and to the extent provided for in the Sublease, or (iv) assign the Sublease or sublet the Subleased Premises or any part thereof other than as permitted by the provisions of the Sublease and the Overlease and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Landlord's prior consent, shall not be binding upon Landlord, but shall not otherwise have any effect on the rights and obligations of the parties hereunder.

5. Attornment. If the interest of Tenant under the Sublease is transferred (or surrendered or terminated) to Landlord by reason of Tenant's default under the Overlease or by reason of assignment of the Overlease (or any similar device) in lieu of transfer (or surrender or termination) following Tenant's default, Subtenant shall attorn to and will be bound to Landlord under all of the terms, covenants and conditions of the Sublease for the balance of the term thereof and of any extensions or renewals thereof that are effected in accordance with the Sublease, and Landlord shall recognize Subtenant as the subtenant under the Sublease with the same effect as if Landlord were the sublandlord under the Sublease (except as set forth in paragraph 3 and except as may otherwise be expressly set forth in the Sublease), such attornment to be effective as of the time Landlord succeeds to the interest of Tenant under the Sublease, without the execution of any further agreement. However, Subtenant agrees, at its own expense, to execute and deliver, at any time and from time to time upon request of Landlord, any agreement reasonably satisfactory to Landlord that may reasonably be necessary or appropriate to evidence such attornment and recognition which agreement shall provide that the fixed rental, tax and expense escalation payments, electricity payments and additional rental payments under the Sublease shall, if necessary, be increased to equal the allocable (i.e., on a ratable square foot basis) payments of Fixed Rent (as defined in the

Overlease), tax and expense escalations, electricity payments and additional rental payments due and payable by Tenant under the Overlease. Failure of Subtenant to so execute any such an agreement shall not vitiate such attornment and recognition. Subtenant waives the provisions of any statute or rule of law now or hereafter in effect that may give it any right or election to terminate or otherwise adversely affect the Sublease or the obligations of Subtenant thereunder by reason of any proceeding in connection with Tenant's default under the Lease.

6. Notice of Default. Subtenant will notify Landlord of any default of Tenant or other circumstance that would entitle Subtenant to cancel the Sublease or to abate the rent or additional rent or any other amounts payable thereunder. Subtenant agrees that notwithstanding any provision of the Sublease, no cancellation thereof or abatement shall be effective unless Subtenant shall have sent Landlord a notice in the manner herein provided and Landlord has failed to cure the default giving rise to such right to abatement or cancellation within the time period as Tenant may be entitled to under the Sublease or, if such default (which shall be a non-monetary default) cannot be cured within such time period, unless Landlord has failed promptly to commence such cure or thereafter diligently to prosecute such cure to completion provided that such cure shall be completed within the later of (a) the date permitted under the Sublease for such completion or (b) 150 days from the date

on which Tenant shall have given Landlord the notice relating thereto. No cure of Tenant's default by Landlord shall be deemed an assumption of Tenant's other obligations under the Sublease and no right of Landlord hereunder to receive any notice or to cure any default shall be deemed to impose any obligation on Landlord to cure (or attempt to cure) any such default.

7. Notices. All notices, consents, approvals, demands and other communications ("notices") hereunder shall be in writing and shall be deemed to have been given or served for all purposes when delivered in person, sent by Federal Express or overnight courier or sent by registered or certified mail or delivered by facsimile to any party hereto at its address above stated or at such other address and to such other persons of which it shall have notified the party giving such notice in writing. Notices to Landlord shall be addressed to Landlord at _____ Attention: _____, and a copy of all notices given to Landlord shall simultaneously be sent to its counsel, _____, Attention: _____ . Notices to Subtenant shall be addressed to Subtenant at _____, Attention: _____, and a copy of all notices given to Subtenant shall simultaneously be sent to its counsel, _____, Attention: _____ . Copies of any and all notices to Landlord and/or to Subtenant shall be sent to Tenant at One World Trade Center, New York, New York 10048,

Attention: Director of Real Estate with a copy to Tenant at One World Trade Center, New York, New York 10048, Attention: General Counsel. Any notice sent by registered or certified mail shall be deemed to have been served three (3) business days after it is sent. Any notice sent by Federal Express or overnight courier, shall be deemed to have been served two (2) business days after it is sent. Any notice sent by personal delivery or by telecopier shall be deemed to have been received on the date of such delivery or if not a business day, or the next succeeding business day. Any notice shall be deemed effective and deemed given by Landlord or Subtenant, as the case may be, if signed and sent by its respective counsel.

8. Satisfaction. Subtenant agrees that this Agreement, when executed, acknowledged and delivered by Landlord and is otherwise in form for recording except for any actions to be taken by Subtenant, satisfies any condition or requirement in the Sublease relating to the granting of a nondisturbance agreement by Landlord.

9. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and may not be modified or terminated orally. Notwithstanding anything to the contrary herein or in the Sublease, in no event shall Landlord be liable hereunder or under the Sublease for consequential damages. In the event of the assignment or transfer of the

interest of Landlord in the Overlease to an unrelated third party, all subsequent obligations and liabilities of Landlord under this Agreement shall terminate, and thereupon all such obligations and liability shall be the responsibility of the party to whom Landlord's interest is assigned or transferred and such party shall be deemed to have assumed the same from and after such date. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first above written.

LANDLORD:

[_____]

By: _____

Name:

Title:

SUBTENANT

[_____]

By: _____

Name:

Title:

[ADD ACKNOWLEDGMENTS]

EXHIBIT K

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(this "Agreement"), dated as of _____ by and between
[_____] (hereinafter called the "Superior Lessor") a
[_____] and having an office at [_____] , The Port
Authority of New York and New Jersey (together with its successors and assigns, the
"Space Tenant"), a body corporate and politic, created by Compact between the
States of New Jersey and New York, with the consent of the Congress of the United
States of America, and having an office at One World Trade Center, in the Borough
of Manhattan, City, County, and State of New York, and [_____] (herein-
after called the "Lessee"), a [_____] and having an office at
[_____].

WHEREAS, the Superior Lessor and the Lessee have heretofore
entered into an Agreement of Lease, dated as of _____ (as the
same has been or may hereafter be supplemented, amended or modified from time to
time, is hereinafter called the "Net Lease"), covering the Lessee's leasehold interest in
and to the improvements and property known as One World Trade Center, located in

the Borough of Manhattan, City, County, and State of New York (hereinafter called the "Building"); and

WHEREAS, pursuant to and in accordance with the terms of the Net Lease, the Lessee and the Space Tenant have heretofore entered into a use and occupancy agreement dated as of _____ (which agreement is hereinafter called the "Space Lease") covering the Space Tenant's occupancy of certain space in the Building [describe space] (said space being hereinafter referred to as the "Sublet Premises"); and

WHEREAS, the Space Tenant has requested that the Superior Lessor agree that, subject to the conditions hereinafter set forth, the Space Tenant will be assured of possession under the Space Lease of the Sublet Premises in the event the Superior Lessor succeeds to the interests of the Lessee by reason of a default by Lessee under the Net Lease or otherwise (collectively, a "Succession") elects to terminate the Net Lease pursuant to the applicable provisions thereof or by reason of the Lessee's default thereunder, and in fact obtains possession of the Sublet Premises;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Superior Lessor and the Space Tenant hereby agree as follows:

1. Subordination. Subject to the provisions hereof, the Space Tenant agrees that the Space Lease, as it may hereafter be amended from time to time, shall in all

respects be, and is hereby expressly made, subject and subordinate at all times to the Net Lease and to all of the terms, conditions and provisions thereof, as the same may hereafter be amended from time to time.

2. Attornment.

a. In the event that the Superior Lessor acquires or succeeds to the interests of the Lessee under the Space Lease by reason of a Succession by the Superior Lessor, Tenant shall be bound to the Superior Lessor under all of the terms, covenants and conditions of the Space Lease, except as provided in this Agreement, for the balance of the term thereof remaining, with the same force and effect as if the Superior Lessor were the Lessee. The Space Tenant hereby agrees that upon the consummation of a Succession to (i) attorn to the Superior Lessor as its landlord on such terms, (ii) affirm its obligations under the Space Lease, and (iii) make payments of all sums thereafter becoming due under the Space Lease to the Superior Lessor. Said attornment, affirmation and agreement is to be effective and self-operative without the execution of any further instruments upon the Superior Lessor succeeding to the interests of the Lessee under the Space Lease.

b. The Space Tenant agrees to execute and deliver at any time and from time to time, upon the request of the Superior Lessor or Lessee, any instru-

ment or certificate deemed to be necessary or appropriate to evidence such attornment.

c. From and after such attornment, the Superior Lessor shall be bound to the Space Tenant under all the terms, covenants and conditions of the Space Lease; provided, however, if the Superior Lessor is not an Affiliate (as defined in the Lease) of the Superior Lessor the Superior Lessor shall not be:

(1) obligated to cure any defaults under the Space Lease of any prior landlord (including the Lessee) which occurred prior to the date the Superior Lessor obtained legal possession or physical possession of the Building, except for defaults which continue subsequent to the Superior Lessor obtaining such legal possession or physical possession;

(2) liable for any act or omission of any prior landlord which occurred prior to the date the Superior Lessor obtained legal possession or physical possession of the Building except for acts or omissions which continue subsequent to the Superior Lessor obtaining such legal possession or physical possession;

(3) subject to any offsets or defenses which the Space Tenant might have against any prior landlord (except with respect to any offsets or defenses expressly provided in the Lease (i) against additional rent, or (ii) which accrue with respect to periods after Superior Lessor has succeeded to the interest of Lessor under the Lease); or

(4) bound by any base rental or additional rental or advance payment of rent which the Space Tenant paid for more than the current month to any prior landlord (including the Lessee) except to the extent such payment is required under the Lease.

(5) bound by any covenant to undertake or complete any construction of the Sublet Premises or any portion thereof demised by the Space Lease, except (i) repair and maintenance obligations thereafter accruing, (ii) repair obligations due to a casualty, but only to the extent issuance proceeds are received by the Superior Lessor, and (iii) repair obligations due to a condemnation, to the extent such condemnation proceeds are made available to, and are received by the Superior Lessor.

d. Anything herein or in the Space Lease to the contrary notwithstanding, in the event the Superior Lessor shall acquire title to the Building by reason of a Succession, the Superior Lessor shall have no obligation, nor incur any liability, beyond the Superior Lessor's then interest, if any, in the Building (including any title and casualty insurance proceeds and condemnation awards), and the Space Tenant shall look exclusively to such interest of the Superior Lessor in the Building for the payment and discharge of any obligations which may be imposed upon the Superior Lessor hereunder or under the Space Lease.

3. Non-Disturbance. Provided the Space Tenant is not in monetary or material non-monetary default under the terms of the Space Lease beyond any applicable grace period and complies with this Agreement, the Superior Lessor agrees that in the event the Superior Lessor acquires title to the Building by reason of a Succession, the Space Tenant's possession and occupancy of the Premises and the Space Tenant's rights and privileges under the Space Lease during the term thereof (including any renewal term) shall not be disturbed, subject to limitations or conditions set forth in this Agreement and the Superior Lessor shall recognize the Space Lease and Space Tenant's rights hereunder, the Space Tenant's leasehold estate under the Space Lease shall not be diminished, interfered with, disturbed or terminated, and the Superior Lessor shall not join the Space Tenant as a party defendant in any action or proceeding which may be instituted or taken by the Superior Lessor under the Net Lease (i) by reason of any default of the Lessee thereunder, (ii) to terminate the Net Lease, (iii) to remove or evict the Lessee, or (iv) to recover possession of the Sublet Premises, unless required by law in order to make such action or proceeding effective. Subject to the limitations and conditions contained herein, the Superior Lessor upon Succession shall be deemed to be the Lessee and shall assume the obligations of the Lessee under the Space Lease thereafter arising or accruing.

4. Notices.

a. All notices, demands and requests (collectively the "Notices") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given if personally delivered or delivered by a nationally recognized overnight courier or mailed by certified mail, return receipt requested, postage prepaid or delivered by facsimile and shall be deemed delivered as of the date of such Notice if (i) delivered to the party intended; (ii) delivered to the then current address of the party intended, or (iii) delivered by facsimile to the then current facsimile number of the party intended, with a confirmation of receipt (i.e., sender's confirmation of a successful transmission), or (iv) rejected at the then current address of the party intended, provided such Notice was sent prepaid. The addresses of the parties are:

If to the Space Tenant: The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048
Attention: General Counsel

If to Superior Lessor: _____

Attention:

Fax:

If to Lessee:

Attention:

Fax:

b. Upon at least ten (10) days prior written Notice, each party shall have the right to change its address to any other address within the United States of America.

5. Miscellaneous. This Agreement (i) contains the entire agreement with respect to the subject matter hereof; (ii) may not be modified or terminated, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors, administrators and assigns; and (iii) shall inure to the benefit of, and be binding upon, the parties hereto, and their successors and assigns (including, without limitation, (a) Space Tenant's permitted assignees and (b) any successor to the Superior Lessor).

6. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7. Liability. No officer, agent, commissioner or employee of the Superior Lessor, shall be held personally liable to any of the parties hereto under any term or provi-

sions of this Agreement or because of its execution or because of any breach or alleged breach hereof.

8. Counterparts. This Agreement can be executed in any number of counterparts, each copy of which shall be deemed an original.

[NO FURTHER TEXT THIS PAGE]

IN WITNESS WHEREOF, the Superior Lessor, the Lessee and the Space
Tenant have executed this Agreement effective as of the day and year first above
written.

SUPERIOR LESSOR:

[_____]

By: _____

Name:

Title:

LESSEE:

By: _____

Name:

Title:

SPACE TENANT:

THE PORT AUTHORITY OF NEW YORK

AND NEW JERSEY

By: _____

Name:

Title:

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

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

Notary Public

(SEAL)

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

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

Notary Public

(SEAL)

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

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

Notary Public

(SEAL)

EXHIBIT L

FORM OF NON-DISTURBANCE AGREEMENT
FROM SUPERIOR MORTGAGEE

SUBORDINATION, NON-DISTURBANCE, RECOGNITION
AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT (this "Agreement") made as of the ____ day of _____, 200_ between [Lender], a _____ having an office at _____, _____ (hereinafter referred to as "Mortgagee"), and The Port Authority of New York and New Jersey, a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at One World Trade Center, in the Borough of Manhattan, City, County, and State of New York (hereinafter referred to as "Tenant");

W I T N E S S E T H:

WHEREAS, Mortgagee is the present owner and holder of the mortgage described in Schedule 1 attached hereto and made a part hereof (such mortgage, as the same may be amended, modified, extended, renewed, supplemented, spread, consolidated or replaced, and all advances heretofore made, or hereafter to be made, pursuant thereto, being hereinafter referred to as the "Mortgage") covering the Building known as One World Trade Center, New York, New

York (hereinafter all or any portion thereof shall be referred to as the "Building"), more particularly bounded and described as set forth in Schedule 2 annexed hereto;

WHEREAS, [] ("Landlord") is the lessee under that certain Agreement of Lease, dated as of [], 200_, by and between The Port Authority of New York and New Jersey, as landlord, and Landlord, as lessee. (as same may be amended, the "Net Lease").

WHEREAS, Tenant is the holder of a leasehold estate in a portion of the Building (the "Premises") under and pursuant to the provisions of a certain Lease dated _____, 200_ between Landlord and Tenant (such lease, as the same may be amended, modified, extended, renewed, supplemented or replaced with, to the extent required hereunder, the consent of the Mortgagee, being hereinafter referred to as the "Lease"); and

WHEREAS, Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Mortgagee has agreed to grant non-disturbance and recognition to Tenant under the Lease on the terms and conditions hereinafter set forth;

NOW, THEREFORE, Mortgagee and Tenant agree as follows:

1. Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be fully subject and subordi-

nate in all respects to the lien, terms, consents, provisions and conditions of the Mortgage, and to all advances heretofore made, and hereafter to be made, pursuant thereto and any advances thereunder and all sums secured thereby provided that, as between Landlord and Tenant, nothing contained in this Agreement shall be deemed to affect the obligations of current Landlord or Tenant under the Lease. This provision shall be self-operative and no further instrument shall be required to confirm or perfect such subordination. However, at the request of Mortgagee, Tenant shall execute and deliver such other documents reasonably satisfactory to Tenant and Mortgagee and take such other action as Mortgagee reasonably requests to perfect, confirm or effectuate such subordination, provided that such documents do not diminish any of Mortgagee's obligations hereunder or increase any of Tenant's obligations or adversely affect any of Tenant's rights hereunder or under the Lease.

2. Non-Disturbance. Mortgagee agrees that (a) Mortgagee shall not terminate the Lease nor shall Mortgagee disturb or affect Tenant's (or, with respect to any person or entity claiming through or under Tenant, such person's or entity's) leasehold estate, use and possession of the Premises in accordance with the terms of the Lease or any rights of Tenant (and any person or entity claiming through or under Tenant) under the Lease by reason of the subordination of the Lease to the Mortgage or in any foreclosure action or any other action or proceeding instituted under or in connection with the Mortgage and (b) if any action or proceeding is

commenced by Mortgagee for the foreclosure of the Mortgage or the sale of the Net Lease and/or the Building pursuant to the Mortgage or any other proceeding to enforce the Mortgage, neither Tenant (nor any person or entity claiming through or under Tenant) shall be named or joined as a party therein, and the sale of the Net Lease and/or Building in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Mortgage (or other loan documents securing the indebtedness secured by the Mortgage) shall be made subject to all rights of Tenant under the Lease, provided that (i) at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights set forth in clauses (a) or (b) of this Section 2, (x) the Lease shall be in full force and effect and (y) Tenant shall not be in monetary or material non-monetary default (after all applicable notices have been given and all applicable grace periods have expired) under any of the terms, covenants or conditions of the Lease or this Agreement on Tenant's part to be observed or performed and (ii) Tenant may be so named or joined in any such action or proceeding if required by law, so long as (x) in connection with such naming and joining of Tenant Mortgagee will not seek to terminate or extinguish Tenant's rights under this Agreement or the Lease and (y) none of Tenant's rights under this Agreement or the Lease shall be impaired or otherwise affected by such naming or joining by Tenant.

3. Non-Liability. If and when Mortgagee (or its nominee or designee) shall take possession of the Building or a receiver shall be appointed therefor, or, if Mortgagee (or its nominee or designee) or another purchaser shall become the owner of the Net Lease and/or Building by reason of a foreclosure, assignment in lieu of foreclosure or otherwise (including any bankruptcy case commenced by or against Landlord) then Tenant shall attorn to and recognize such Mortgagee (or its designee or nominee) or such purchaser as Tenant's landlord under the Lease and said attornment shall be self-operative and effective without the execution of any further instrument; provided however, at the request of Mortgagee (or its designee or nominee), Tenant shall promptly execute and deliver any instrument that Mortgagee (or its designee or nominee) may reasonably request to evidence such attornment and recognition provided that such instrument does not increase any of Tenant's obligations or adversely affect any of Tenant's rights hereunder or under the Lease. Upon such attornment, the Lease shall, notwithstanding any provision to the contrary therein contained, continue in full force and effect as a direct lease between Mortgagee (which term, for the purposes of this Section, shall be deemed to include the nominee or designee of Mortgagee, such purchaser and their prospective successors and assigns) and Tenant provided Tenant is not in monetary or material non-monetary default beyond any applicable notice and cure periods, and Mortgagee shall be subject to the provisions of the Lease with the same force and effect as if the

Lease was a direct lease between Mortgagee and Tenant. If the Lease shall have been terminated by operation of law or otherwise as a result of or in connection with a bankruptcy case commenced by or against Landlord or a foreclosure action or proceeding or delivery of an assignment in lieu of foreclosure, upon request of Mortgagee, Tenant shall promptly execute and deliver a lease with Mortgagee which direct lease shall be on the same terms and conditions as the Lease (subject to the provisions of clauses (a)-(h) of this Section 3) and shall be effective as of the day the Lease shall have terminated as aforesaid. Notwithstanding the continuation of the Lease, the attornment of Tenant thereunder or the execution of a direct lease between Mortgagee and Tenant as aforesaid, if Mortgagee or such successor or assign is not an Affiliate (as defined in the Lease) of Landlord, Mortgagee or its successors or assigns, as applicable, shall not be:

(a) liable for any act, omission or negligence of any prior landlord under the Lease (including, without limitation, Landlord) or the failure or default of any prior landlord (including, without limitation, Landlord) to comply with any of its obligations under the Lease except to the extent such act, omission, negligence, failure or default continues after the date that Mortgagee succeeds to the interest of Landlord under the Lease; or

(b) subject to any defenses (except defenses against Mortgagee for actions occurring after Mortgagee succeeds to the interest of Landlord under

the Lease, offsets (except with respect to any offsets expressly provided in the Lease (i) against additional rent, or (ii) which accrue with respect to periods after Mortgagee has succeeded to the interest of Landlord under the Lease), or counterclaims that Tenant may have against any prior landlord (including, without limitation, Landlord); or

(c) subject to subsection (h) below, bound by any payment of Fixed Rent or additional rent that Tenant might have paid for more than one month in advance of the month to which such payments relate, except for prepayments of additional rent made in accordance with the terms of Article 4 of the Lease; or

(d) subject to any offset specifically provided in the Lease, bound by any covenant of any prior landlord (including, without limitation, Landlord) to undertake or complete the initial construction of any portion of the Premises or any capital improvements therein or to the Building in order to prepare the same for Tenants initial occupancy, if any; or

(e) bound by any action listed in Section 4 below made without Mortgagee's prior written consent; or

(f) liable to Tenant beyond Mortgagee's interest in the Net Lease and the Building and the rents, income, receipts, revenues, issues and profits

arising therefrom it being agreed that Tenant shall have no recourse to any other assets of Mortgagee; or

(g) liable for any brokerage commissions or costs, expenses or liabilities in connection therewith; or

(h) liable for any monies owing by or on deposit with Landlord to the credit of Tenant except to the extent turned over to Mortgagee.

Tenant shall look only to the estate and property of any successor Landlord under the Lease for the satisfaction of Tenant's remedies for the collection of any judgment (or other judicial process) requiring the payment of money in the event of any default by any successor Landlord as landlord under the Lease, and no other property or assets of any successor Landlord shall be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant remedies under or with respect to the Lease.

4. No Changes to Lease. The Lease constitutes an inducement to Mortgagee to enter into this Agreement. Consequently, Tenant shall not, without obtaining the prior written consent of Mortgagee, (i) enter into any agreement which amends or modifies the Lease, or which terminates or surrenders the Lease except to the extent any of the foregoing is expressly contemplated in the Lease (e.g. remeasurement of space, confirmation of expansion, reduction or renewal options, etc.), (ii) prepay any of the Fixed Rent or additional rent due under the Lease for more than one (1) month in advance of the due dates thereof (except prepayments of

additional rent made in accordance with Article 4 of the Lease), (iii) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof, except as and to the extent provided for in the Lease, (iv) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease or (v) subordinate the Lease to any lien subordinate to the Mortgage; and any such prohibited amendment, modification, termination, prepayment, voluntary surrender, assignment, subletting or subordination, without Mortgagee's prior consent, shall not be binding upon Mortgagee.

5. Attornment. If the interest of Landlord under the Lease is transferred (or surrendered or terminated) to Mortgagee by reason of Landlord's default under the Mortgage or by reason of assignment of the Net Lease (or any similar device) in lieu of transfer (or surrender or termination) following Landlord's default, Tenant shall recognize Mortgagee as the Landlord under the Lease and Mortgagee and Tenant shall be bound to each other under all of the terms, covenants and conditions of the Lease (except as set forth in this Agreement) for the balance of the term thereof and of any extension or renewals thereof that are effected in accordance with the Lease, with the same effect as if Mortgagee were the Landlord under the Lease, such recognition and attornment to be effective and self-operative as of the time Mortgagee succeeds to the interest of Landlord under the Lease, without the execution of any further agreement. However, Tenant agrees to execute and deliver,

at any time and from time to time upon request of Mortgagee, any agreement reasonably satisfactory to Tenant that may reasonably be necessary or appropriate to evidence such attornment and recognition provided that such agreement does not diminish any of Mortgagee's obligations or increase any of Tenant's obligations or adversely affect any of Tenant's rights hereunder or under the Lease or otherwise. Failure of Tenant to so execute any such agreement shall not vitiate such attornment and recognition.

6. Notice of Default. (a) Tenant will notify Mortgagee of any default of Landlord or other circumstance that would entitle Tenant to cancel the Lease or to abate the rent or additional rent or any other amounts payable thereunder. Tenant agrees that notwithstanding any provision of the Lease, no cancellation thereof shall be effective unless Tenant shall have sent Mortgagee a notice in the manner herein provided and Mortgagee has failed to cure the default giving rise to such right to cancellation within the time period as Landlord may be entitled to under the Lease plus (i) 10 days in the case of a monetary default and (ii) 30 days in the case of a non-monetary default and if such non-monetary default is not reasonably susceptible of cure within such time period, then, provided Mortgagee promptly commences such cure once it is legally entitled to do so and thereafter diligently prosecutes such cure to completion, such cure period shall be extended until the date which is one hundred eighty (180) days from the date on which Tenant shall have

given Mortgagee the notice relating thereto. No cure of Landlord's default by Mortgagee shall be deemed an assumption of Landlord's other obligations under the Lease and no right of Mortgagee hereunder to receive any notice or to cure any default shall be deemed to impose any obligation on Mortgagee to cure (or attempt to cure) any such default.

(b) Tenant agrees, from time to time, to state in writing to Mortgagee, upon request, but not more than twice a year, whether or not, to the best of Tenant's actual knowledge, any default on the part of Landlord exists under the Lease and the nature of any such default and such other matters as Mortgagee may reasonably request, provided, however, that Tenant shall not have any liability to Mortgagee to the extent such statement shall not be true and correct in all material respects but such statement shall estop Tenant as to matters as to which Tenant had so stated.

7. Acknowledgment of Assignment of Lease. (a) Without limitation of its other consents, agreements and covenants in this Agreement, Tenant hereby:

(i) consents to the absolute assignment of, and creation of a security interest in, all right, title and interest of Landlord in, to and under the Lease and all rents and other sums, moneys and other amounts payable thereunder and all rights of Landlord thereunder, in each case to and for the

benefit of Mortgagee as provided and for the purposes set forth in such assignment (the "Assignment of Leases");

(ii) agrees that upon notice from Mortgagee, or its successors or assigns, all rents and other sums, moneys and other amounts due or to become due and payable by Tenant under the Lease from time to time (including, without limitation, all base rent and additional rent thereunder) shall be paid to Mortgagee or as otherwise directed by Mortgagee; provided, however, such receipt of rents and other sums, moneys and other amounts shall not relieve Landlord of its obligations under the Lease, and Tenant shall continue to look to Landlord only for performance thereof; provided that Tenant shall retain all of its rights to the extent Landlord shall fail to pay or perform such obligation;

(iii) agrees that, from and after the date that Mortgagee notifies Tenant that there has been an Event of Default under the Mortgage, that any notice, demand, approval, consent, election, determination, waiver or other action given or taken by Mortgagee or in respect of the Lease from time to time shall have the same force and effect as a notice, demand, approval, consent, election, determination, waiver or other action given or taken by Landlord thereunder in respect of the subject matter thereof and that, in the event of an inconsistent notice, demand, approval, consent, election, determi-

nation, waiver or other action given or taken from or by Landlord or Mortgagee, the notice, demand, approval, consent, election, determination, waiver or other action given or taken from or by Mortgagee shall control and be dispositive and binding on Tenant for all purposes of the Lease; and

(iv) except as specifically provided in this Agreement, agrees that Mortgagee shall not, by reason of the Assignment of Leases, the Mortgage or any other instrument related thereto to which Mortgagee may be a party, be or become subject to any obligation, duty or liability to Tenant under the Lease or otherwise except that when Mortgagee is exercising rights under the Lease, it shall do so in accordance with the terms and conditions thereof and, to the extent applicable, this Agreement.

(b) Landlord hereby authorizes Tenant to comply with the provisions of clause (a) above and agree to indemnify, defend and save Tenant harmless from any claims, actions, losses or damages arising from Tenant's compliance with the provisions thereof.

8. Representations. Tenant represents and warrants to Mortgagee that as of the date hereof (i) Tenant is the owner and holder of the tenant's interest under the Lease; (ii) the Lease is a complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Premises and has not been modified or amended; (iii) the Lease is in full force and effect; (iv) to the best of

Tenant's knowledge, neither Tenant nor Landlord is in default under any of the terms, covenants or provisions of the Lease; (v) no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof except for prepayments of additional rent made in accordance with the terms of Article 4 of the Lease; (vi) to the best of Tenant's knowledge, there are no present offsets or defenses to the payment of the rents, additional rents, or other sums payable under the Lease; and (vii) the Lease and this Agreement were duly authorized and entered into and constitute the valid and binding obligations of Tenant.

9. Notices. All notices, consents, approvals, demands and other communications ("notices") hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when delivered in person, sent by Federal Express or overnight courier or sent by registered or certified mail, return receipt requested, to any party hereto at its address above stated or at such other address and to such other persons (but not more than three at any one time) of which it shall have notified the party giving such notice in writing. Notices to Mortgagee shall be addressed to Mortgagee at [Lender], and a copy of all notices given to Mortgagee shall simultaneously be sent to its counsel, Cadwalader, Wickersham & Taft, Attention: William McInerney, Esq. Notices to Tenant shall be addressed to Tenant at One World Trade Center, New York, New York 10048, Attention:

Director of Real Estate with a copy to Tenant at One World Trade Center, New York, New York 10048, Attention: General Counsel. Any notice sent by such registered or certified mail shall be deemed to have been served when the addressee either actually receives such notice or refuses to accept delivery thereof. Any notice sent by Federal Express or overnight courier shall be deemed to have been served one (1) business days after the date of delivery to such overnight courier. Any notice sent by personal delivery shall be deemed to have been served on the date of such delivery. Any notice shall be deemed effective and deemed given by Mortgagee or Tenant, as the case may be, if signed and sent by its respective counsel.

10. No Options. Tenant covenants and acknowledges that it has no right or option pursuant to the Lease, to purchase the Landlord's interest in the Premises or the Net Lease and to the extent that Tenant has had or hereafter acquires any such right or option under the Lease, the same is hereby acknowledged to be subordinate to the Mortgage and is hereby waived and released as against Mortgagee provided, however, that nothing contained in this Agreement shall affect in any manner whatsoever any rights the Port Authority of New York and New Jersey may now or hereafter have pursuant to or in connection with the Net Lease.

11. Satisfaction. Tenant agrees that this Agreement, when executed, acknowledged and delivered by Mortgagee and is otherwise in form for recording except for any actions to be taken by Tenant, satisfies any condition or

requirement in the Lease relating to the granting of a nondisturbance agreement by Mortgagee.

12. Miscellaneous. (a) This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and may not be modified or terminated orally. In the event of the assignment or transfer of the interest of Mortgagee in the Mortgage, all obligations and liabilities of Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liability shall be the responsibility of the party to whom Mortgagee's interest is assigned or transferred and such party shall be deemed to have assumed the same. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the law of the State of New York. This Agreement may be signed in counterparts.

(b) The term "Mortgagee" as used in this Agreement shall include the successors and assigns of Mortgagee and any person, party or entity which shall become the owner of Landlord's leasehold interest in the Premises by reason of foreclosure of the Mortgage or the acceptance of a deed (or assignment) in lieu of a foreclosure of the Mortgage or otherwise. The term "Landlord" as used in this Agreement shall mean and include the present landlord under the Lease and such landlord's successors in interest under the Lease. The term "Tenant" as used in this Agreement shall mean and include the

present tenant under the Lease and such tenant's successors in interest under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MORTGAGEE:

[_____]

By: _____
Name:
Title:

THE PORT AUTHORITY OF NEW YORK AND
NEW JERSEY

By: _____
Name:
Title:

LANDLORD:

[_____]

By: _____

Name:

Title:

[ADD ACKNOWLEDGMENTS]

SCHEDULE 1

Description of Mortgage

SEE ATTACHED

SCHEDULE 2

Legal Description

SEE ATTACHED

EXHIBIT M

APPROVED CONTRACTORS

MCS/Cannon

Boss Systems

ABM Engineering Services

Sirina Fire Protection Company

CF Rutherford & Associates

Angel Electrical Construction

Shaw Contract Flooring

Door Automation of New York

Siemens Building Technology

Taub's Floor Covering Company

Rentokil Tropical Plants

Donaton Contract Furniture

Fine Painting & Decorating

Brite Way Products Company

J.A.D. Upholstery Cleaning

Moveway Transfer & Storage

EXHIBIT N

RULES AND REGULATIONS FOR THE WORLD TRADE CENTER

1. Permission granted to use World Trade Center conditional. Permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons, to enter upon or use any part of the World Trade Center (including lessees and other persons occupying or using space at the World Trade Center, persons doing business with the Port Authority or with its lessees or permittees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with the Port Authority Rules and Regulations as from time to time may be changed; and entry upon or into the World Trade Center by any person shall be deemed to constitute an agreement by such person to comply with said Rules and Regulations.

2. The Manager of the World Trade Center shall have authority to deny the use of the World Trade Center to any person violating the said Rules and Regulations or laws, ordinances or regulations of the United States, the State of New York or the City of New York.

3. Entry restrictions. Persons shall use the common areas and facilities in the World Trade Center solely for purposes of ingress and egress, and no person shall cause any obstruction of or loiter in any such common area or facility. No person shall interfere with the safe, orderly flow of vehicular or passenger traffic. No person shall be permitted to sleep, lie down or sit on the floor, ledges, platforms, steps or escalators nor erect any unauthorized permanent or temporary structure at the World Trade Center without the express written permission of the Manager. In addition, no person shall spit, urinate or defecate on any part of the World Trade Center other than in a urinal or toilet intended for that purpose. No person shall enter upon any court or roof area or parking area unless specifically so authorized by lease, permit, license or other agreement with the Port Authority. The Port Authority may exclude from buildings at the World Trade Center, between the hours of 6 p.m. and 8 a.m. and at all hours on Saturday, Sundays and legal holidays, all persons who do not present a pass to the World Trade Center. All such passes shall be in such form as the Manager of the World Trade Center may prescribe from time to time and no person shall issue passes unless authorized in writing by the Manager to do so. Any area barricaded, roped off or otherwise restricted, shall be presumed to be closed to the public, and members of the public are prohibited from entering said areas without the express permission of the Manager or his designee. Furthermore, if the Port Authority deems it advisable for security reasons, occupants of space at the World Trade Center and persons frequently doing business there shall provide, and their employees shall wear or carry, badges or other suitable means of identification which shall be subject to the prior approval of the Port Authority. Each person responsible for issuance of a pass or other means of identification to another person shall be liable to the Port Authority for all acts or omissions of such other person.

4. No person shall gamble or conduct or engage in any game of chance at the World Trade Center unless such game of chance is permitted by local, state and federal law and has been approved by the Manager.

5. No person may for commercial use make drawings or take still photographs or motion pictures within the World Trade Center without permission of the Manager.

6. No persons other than authorized persons or employees of the Port Authority in designated areas, shall bathe, shower, shave, launder or change clothes or remain undressed in any public restroom, sink, washroom on or within the World Trade Center.

7. Authorization required for commercial activity, entertainment or solicitation of funds. No person at the World Trade Center, unless duly authorized in writing by the Port Authority, shall: (a) sell or offer for sale any articles of merchandise or carry on any other commercial activity; or (b) solicit any business or trade, or perform or offer to perform any service, including without limitation thereto the carrying of baggage for hire, the shining of shoes or bootblackening; or (c) entertain or offer to entertain any persons by any method including, without limitation thereto, by singing, dancing or playing any musical instrument, or (d) canvass, peddle, or solicit funds for any purpose.

8. Alcoholic Beverage Restrictions. No person shall drink or carry any open alcoholic beverage on any part of the World Trade Center; provided, however, that this section shall not apply to those premises or areas wherein the consumption of alcoholic beverages is permitted pursuant to the provisions of a lease or other written agreement with the Port Authority.

9. Permission required for posting or distribution of printed matter, etc. No person shall post, distribute, exhibit, inscribe, paint or affix (nor shall any person cause, direct or order the posting, distributing, exhibiting, inscribing, painting or affixing of) signs, advertisements, circulars, notices, posters,

or printed or written or pictorial matter or articles or objects of any kind at, in, on or to any part of the common areas and facilities of the World Trade Center without the prior written consent of the Manager of the World Trade Center. In the event of the violation of the foregoing, the Port Authority may remove the same without any liability, and may charge the expense and cost incurred for such removal to the person or persons violating this rule.

10. Property Damage. No person shall deface, mark, break or otherwise damage any part of the World Trade Center or any property thereat. No person shall remove, alter or deface any barricade, fence or sign at the World Trade Center.

11. All persons at the World Trade Center shall exercise the utmost care to avoid and prevent injury to persons and damage to property. Neither any inclusion in nor any omission from these Rules and Regulations shall be construed to relieve any person from exercising the utmost care to avoid and prevent injury to persons and damage to property.

12. Lost articles to be turned over to Port Authority. Persons finding lost articles at the World Trade Center shall turn them over to a Port Authority policeman or to the office of the Manager. Articles which are not claimed by the owner within 90 days may be turned over to the finders thereof, unless found by Port Authority employees.

13. Animals and pets, barred, exception. No person except a police officer or other person authorized by the Manager of the World Trade Center shall enter in or upon the World Trade Center with any animal or pet of any kind except a "seeing eye" dog or an animal properly confined for shipment.

14. Requests for Port Authority employees to perform work or services to be directed to Manager. No person shall request any Port Authority employee to do any work or perform any service, but shall make all such requests to the Manager of the World Trade Center who may not comply with the request unless the person making the request is entitled to receive the service at the time the request is made under written agreement with the Port Authority, and each person claiming to be so entitled shall make known such fact to the Manager when the request is made.

15. Smoking, operation of cutting torches and like devices restricted. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in any place where smoking is specifically prohibited by signs, and no person shall operate at the World Trade Center an oxyacetylene torch, electric arc or similar flame or spark-producing device, cook or light a fire or otherwise create a fire or life/safety hazard on any part of the World Trade Center. No person shall tamper with or permit to be done anything which may interfere with the effectiveness or accessibility of any fire prevention, warning or extinguisher equipment at the World Trade Center nor use the same for any purpose other than fire fighting or fire prevention. Tags showing date of last inspection attached to units of fire extinguishing and fire fighting equipment shall not be removed therefrom.

16. Transportation, storage, etc. of certain materials and substances prohibited. No person shall store, keep, carry, handle, use, dispense or transport at, in or upon the World Trade Center, or bring into the World Trade Center for any purpose:

(a) any flammable, combustible, explosive, corrosive, oxidizing, poisonous, compressed or otherwise offensive fluid, gas, chemical substance or material, at such time or place or in such manner or condition as to endanger unreasonably or as to be likely to endanger unreasonably persons or property; or

(b) any firearms or any other weapons, except persons carrying firearms pursuant to and in compliance with law and all licenses, permits, etc. in connection therewith including such of the following as may be on official duty: authorized peace officers, post office, customs or express carrier employees or members of the armed forces of the United States; or

(c) the following radioactive materials:

(1) source material (as defined in Standards for Protection Against Radiation, promulgated by the Nuclear Regulatory Commission, Title 10, Code of Federal Regulations, Part 20) including but not limited to uranium, thorium, or any combination thereof (but not including the "unimportant quantities of source material" set forth in 10 CFR 40.13);

(2) special nuclear material (as defined in Standards for Protection Against Radiation, promulgated by the Nuclear Regulatory Commission, Title 10, Code of Federal Regulations, Part 20) including, but not limited to, plutonium, uranium 233, uranium enriched in the isotope 233 or in the isotope 235, or any material artificially enriched by any of the foregoing;

(3) nuclear reactor fuel elements that are partially expended or irradiated;

(4) new nuclear reactor fuel elements;

(5) radioactive waste material; or

permit or Nuclear Regulatory Commission permit and escort.

17. Tampering with controls, equipment, etc. prohibited. No person shall tamper with or permit to be done anything which may interfere with the effectiveness or accessibility of any World Trade Center controls, machinery or equipment including without limitation thereto thermostats, heater valves, sprinkler valves and devices, or blower motors, and no person shall turn on or off heating or air cooling controls in the World Trade Center or operate, adjust or otherwise handle or manipulate any of the aforesaid systems or portions thereof or operate any other equipment, machinery or other devices installed or located therein unless expressly authorized in writing by the Port Authority to do so.

18. Overloading of utility, mechanical, etc., systems prohibited. No person shall keep, maintain, place or install, use or connect at the World Trade Center any equipment or engage in any activity or operation at the World Trade Center which will cause or tend to cause an overloading of the capacity of any electrical circuit or system or portion of any other utility, mechanical, electrical, electronic, computerized communication or other systems serving the World Trade Center, nor do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utility, mechanical, electrical, electronic, computerized communication or other systems or portions thereof at the World Trade Center. No person shall in any common area plug a TV, radio or electrical device into any electrical outlet or connect any device to any utility at or in the World Trade Center without the express written approval of the Manager.

19. Obstruction of expansion or contraction joints prohibited. No person shall place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction.

20. Permission required for installations or operation of certain equipment. No person shall install or use at the World Trade Center, except with the prior written consent of the Manager of the World Trade Center, any air conditioning unit or equipment, refrigerator, heating or cooking apparatus or other power-activated equipment or any signal or call system or other communication systems or equipment or any device which connects to the power or other lines for signal or communications or other transmissions in any way whatsoever. ~~No person shall install or operate at the World Trade Center any device which, in the Port Authority's opinion, interferes with or impairs radio, television or telephone transmission or reception of communication services.~~

21. ~~Permission required to lay floor covering. No person shall lay any linoleum, floor tiles, carpeting or any other floor covering at the World Trade Center without the prior written consent of the Manager of the World Trade Center. If such consent is given, such direction as the Port Authority may give as to methods and procedures to be used in the laying and installing of any such floor covering shall be followed.~~

22. Locks and keys. No person shall place any additional lock of any kind upon any window or interior or exterior door without the prior written consent of the Manager and unless a key therefor is delivered to the Port Authority, nor make any change in any door or window lock or the mechanism thereof, except with the prior written consent of the Manager. Upon the expiration or sooner termination of any agreement covering occupancy of space, the occupant shall surrender to the Port Authority any and all keys to interior and exterior doors or windows, whether said keys were furnished to or were otherwise procured by occupants and in the event of the loss of any keys furnished by the Port Authority the occupant shall pay to the Port Authority the Port Authority's cost of replacement thereof.

23. Obstruction of light, air, heat, passage, etc. prohibited. No person shall obstruct or permit the obstruction of light, air or passage in the World Trade Center, or cover or obstruct any elements of the heating, ventilating or air cooling systems therein. In addition, no person shall place any window coverings including without limitation thereto, curtains, blinds, shades, draperies or screens on any exterior window, without the prior written consent of the Manager of the World Trade Center, but all occupants of space shall provide and install, at their expense, such draperies as the Port Authority may in its discretion require or approve, and all occupants of space shall keep the draperies closed whenever the sun is shining on the windows.

24. Approval required for certain service contracts. No person shall purchase or contract for spring water, ice, waxing, rug shampooing, draperies, towels, cleaning, glass washing, furniture polishing, lamp servicing, cleaning of electric fixtures, removal of waste paper, rubbish and garbage, or other like services at the World Trade Center except from contractors, companies or persons approved by the Port Authority.

25. Measures required to eliminate damaging vibrations. All persons in their operations and use of space at the World Trade Center shall take all reasonable measures to eliminate vibrations tending to damage any part of the World Trade Center.

26. Objectionable noise prohibited. No person shall make, continue, cause or permit to be made or continued, any objectionable or disturbing noises or disturb or interfere with occupants of the World Trade Center or neighboring buildings or premises, whether by the use of any loudspeaker or other amplifying device, musical instrument, radio, talking machine, television, unmusical noise, whistling, singing, or in any other way. Nothing in this section shall affect the right of the Port Authority in its sole discretion to authorize commercial activity, entertainment or solicitation of funds.

27. Acts or omissions resulting in filing of liens prohibited. No person shall do or omit to do anything which may be grounds for the filing of any mechanic's or other lien against the World Trade Center or any part thereof. Nothing herein shall be deemed to be a consent by the Port Authority to any such lien or the filing thereof or any implication that such lien would be valid or enforceable against the Port Authority or its property, but if such lien is filed, notwithstanding that it may be groundless or unenforceable, the Port Authority may take such steps as may be required to remove it including payment of any debts alleged to be owed by any person and such person shall pay the Port Authority the Port Authority's cost thereof upon demand.

28. Names of persons to be notified in event of emergency to be filed. Each occupant of space at the World Trade Center shall file with the Port Authority the name, address, and telephone number of at least two authorized representatives to be notified in the event of an emergency.

29. Doors, windows to be locked and utility services turned off upon leaving. All occupants of space at the World Trade Center shall, before leaving the same at any time, close and lock all entrance doors therein and turn off all utility services controllable by the occupant.

30. Use of premises for lodging, sleeping or immoral purposes prohibited. No occupant of space at the World Trade Center shall use the same for lodging or sleeping purposes or for any immoral purposes.

31. Use of premises during other than normal business hours. When an occupant of space at the World Trade Center intends to occupy the space during hours other than normal business hours, the occupant shall make a request, in writing, for such of those services which the occupant is entitled to receive during normal business hours as the occupant may desire during hours other than normal business hours, each such request to be made by 3 p.m. of the last business day before each day during which the services are desired. Such services will be provided and paid for by the occupant in accordance with the schedule of rates established by the Port Authority from time to time and the occupant agrees that the Port Authority has made no representations or warranties that the premises will be habitable or usable by the occupant during other than normal business hours unless the aforesaid services are requested in advance by the occupant. An occupant of any space at the World Trade Center shall advise the Manager of the World Trade Center one day in advance of any occasion when the space he occupies will not be occupied during normal business hours because of vacations or special holidays.

32. Sidewalks, open areas, etc. to be kept free from snow, ice, dirt and rubbish. All persons occupying at the World Trade Center any space which has an entrance or exit opening out on a sidewalk or other open area, shall keep all sidewalks, open areas, curbs, lobbies, vestibules and steps adjacent to such space free from snow, ice, dirt and rubbish.

33. Abandonment of property prohibited. No person shall abandon any property at the World Trade Center. Nor shall any person for himself, herself or another store either temporarily or permanently any personal property at any part of the World Trade Center without the approval of the Manager of the World Trade Center. No person shall store bundles, paper, cloth, cardboard or any other material in solid, liquid or gas form that could in any way pose a fire or life/safety hazard or obstruct or hinder passage without the express, written approval of the Manager.

34. Accumulation and disposal of garbage, debris, waste, etc. restricted. No person shall allow any garbage, debris, or other waste materials (whether solid or liquid) to collect or accumulate at the World Trade Center and each person shall be responsible for the removal from the World Trade Center of all garbage, debris and other waste materials (whether solid or liquid) arising out of that person's operations or occupancy or use of space at the World Trade Center. All persons shall use extreme care when effecting removal of all such waste and in no event shall any person use for such purpose any facilities of the Port Authority without the prior consent in writing of the Manager of the World Trade Center. All persons shall effect such removal only during such hours and by such means as are prescribed by the Manager of the World Trade Center. No person shall use the water closets, wash bowls or other plumbing fixtures for any purposes other than those for which they were designed, and no person shall throw therein any improper articles or substances (whether liquid or solid) including without limitation thereto garbage, refuse, sweepings, rubbish, rags, ashes or litter. No person shall drop or throw anything out of the doors, windows or down the passageways or into any ventilating or elevator shaftway, stairwell or other openings. The cost of correcting any condition or repairing any damage resulting from misuse of fixtures or facilities or from other actions prohibited herein shall be borne by the persons who, or whose officers, employees, representatives, agents, contractors or invitees, have caused the same.

35. Trash Removal. All persons at the World Trade Center are responsible for providing for their own trash removal to a compactor provided by the Manager for this purpose. No other method of trash disposal is permitted without the express written consent of the Manager.

36. Movement of inventory, supplies, equipment, furnishings, etc. restricted. No person shall move inventory, merchandise, supplies or materials, fixtures, equipment, furnishings, or bulky articles of any kind, including without limiting the generality thereof, desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings, to or from any space at the World Trade Center except with the prior written consent of the Manager of the World Trade Center and during such hours on such days as may be prescribed by the Manager of the World Trade Center. In no event will consent be given unless the person employed or under contract to perform such moving is competent and responsible and at least 24 hours' notice of the person's desire to have such moving performed has been given in writing to the Manager of the World Trade Center. No person shall use hand trucks in the passenger elevators or shall use the passenger elevators to transport freight or bulky packages of any type without the written consent of the Manager of the World Trade Center.

37. Right reserved to inspect freight, articles, packages, etc. brought in or out. The Port Authority reserves the right to inspect all freight and other articles including hand-carried packages brought into or out of the World Trade Center and to exclude therefrom all articles which violate any of these Rules and Regulations, and to require the occupants of space and others regularly doing business at the World Trade Center to issue package passes (in such form as may be approved by the Port Authority) for packages being carried to or from, or from one location to another within the World Trade Center.

38. Elevator service.

(a) Non-exclusive automatic passenger elevator service will be operated during normal business hours.

(b) Minimal passenger elevator service will be available at times other than normal business hours for persons who may have business in the World Trade Center during such times and whose presence in the World Trade Center is duly authorized in the manner the Port Authority prescribes.

(c) Freight elevators and truck docks will be available for routine movements during normal business hours. Notice must be given within normal business hours to the Manager of the World Trade Center at least 24 hours in advance in the event freight elevator service is desired which cannot be accommodated as a routine movement or during normal business hours. The person requesting the same will pay the cost for this extra freight elevator service in accordance with the schedule of rates established by the Port Authority. ~~Persons for whose account property is being delivered or picked up at the truck docks shall arrange for such delivery or pick-up to be made only at such place or places as may be designated by the Port Authority for such purposes and shall arrange for the handling and movement of the property in such a way that it will be removed from the truck docks immediately upon its arrival there, and such persons shall not allow any property to be placed or transported at any time in any common area or facility at the World Trade Center unless the area or facility is one which the Manager has designated as a proper area or facility for that type of property or transportation or to remain therein for a longer time than is necessary to transport it to its destination. The Port Authority will not be responsible for the custody, security, handling or movement of property while at the truck docks or on the freight elevators or while en route to or from either of the same and the person for whose account property is being delivered or picked up at the truck docks or is being transported on, to or from freight elevators shall make all arrangements for loading, unloading, handling and movement of the property and its security, including keeping the property attended at all times. Property may be moved within the World Trade Center solely by suitable vehicles of the indoor industrial wheeler type with rubber tire and side guards and by way of such routes as the Manager may designate from time to time.~~ *the Lease*

39. Operation of elevators by persons other than Port Authority employees prohibited. No person other than employees of the Port Authority, or their designees, shall operate any freight elevator or passenger elevator (except for the operation in automatic passenger elevators of such controls as are designed for use by passengers) at the World Trade Center.

40. Use of elevator, escalators and loading docks restricted.

(a) Passenger elevators and escalators may not be used to carry freight.

(b) The use of any escalator, elevator, private right-of-way or truck loading dock at the World Trade Center will be subject to the direct control of the Manager.

(c) No unauthorized person shall cause an elevator or escalator to stop by means of any emergency stopping device unless continued operation would appear to result in probable injury to a person or persons. Any such stopping should be reported immediately to the Manager.

41. Vehicular traffic restricted. No person shall (nor shall any occupant of space at the World Trade

Center permit its officers, employees, agents, representatives of other persons who are connected with or are doing business with such occupant or who are at the World Trade Center for the purpose of visiting such space, to operate any automotive or other vehicle (including skateboard, roller skates or bicycle, scooter or any self-propelled vehicle or device) in any area of the World Trade Center not designated for such use, or operate the same in any vehicular roadway, parking area, public area or street, in or adjacent to the World Trade Center, or park or allow any vehicle to stand in any such roadway, area or street except in accordance with such signs, speed limits, lights, signals, pavement markings, directions, laws, ordinances, rules and regulations (of the Port Authority or of such other agency, municipality or other governmental authority having jurisdiction) as may be in force from time to time. No person shall park vehicles except in those portions of the parking area designated for that purpose by the Port Authority and except upon payment of such parking fees and charges as may from time to time be prescribed and if specific space is assigned to that person then only in the space so assigned. In the event that a person shall park in any space other than the specific space assigned to that person then that person shall pay to the Port Authority upon demand \$25 per day per car parked in any area other than those designated.

42. Disabled, abandoned or illegally parked vehicles subject to removal. The Manager may remove from any area at the World Trade Center any vehicle which is disabled, abandoned, parked in violation of these Rules and Regulations, or which presents an operational problem to any area at the World Trade Center, at the operator's or owner's expense and without liability for damage which may result in the course of such moving.

43. Operation of motor vehicles. No person shall operate a vehicle at the World Trade Center in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution or circumspection, or at a speed in excess of speed limits posted in the area where the vehicle is being operated, or in any event at a speed in excess of fifteen (15) miles per hour, or at any speed or in a manner which endangers unreasonably or is likely to endanger unreasonably persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic or habit-forming drug or if such vehicle is so constructed, equipped or loaded as to endanger unreasonably or be likely to endanger unreasonably persons or property, or unless (a) the driver thereof is duly authorized to operate such vehicle on State or municipal highways; and (b) such vehicle is registered in accordance with the provisions of law.

44. Duty of driver of vehicle involved in accidents. The driver of any vehicle involved in an accident at the World Trade Center which results in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, render such assistance as may be needed, and give his name, address, and operator's license and registration number to the person injured or to any officer or witnesses of the accident. The operator of such vehicle shall make a report of such accident in accordance with the law of the State of New York.

45. Definitions. As used in these Rules and Regulations:

(a) "Holidays" or "legal holidays" shall mean and include the following days in each year: the first day of January, known as New Year's day; the third Monday in January, known as Martin Luther King, Jr. day; the twelfth day of February, known as Lincoln's birthday; the third Monday in February, known as Washington's birthday; the last Monday in May, known as Memorial day; the fourth day of July, known as Independence day; the first Monday in September, known as Labor day; the second Monday in October, known as Columbus day; the eleventh day of November, known as Veteran's day; the fourth Thursday in November, known as Thanksgiving day; and the twenty-fifth day of December, known as Christmas day; and if any of such days is Sunday, the next day thereafter; and each general election day in the State of New York; and such other or different days or dates as are declared "holidays" or "legal holidays" under the laws of the State of New York or as may hereafter be so declared.

(b) "Normal business hours" shall mean 8 a.m. to 5 p.m. Mondays to Fridays inclusive, legal holidays excepted.

(c) "Person" or "persons" shall mean and include natural persons, corporations and other legal entities, whether foreign or domestic, sovereign states and governments, governmental and quasi-governmental authorities, bureaus, agencies, boards and other units of governments, and partnerships, firms, companies, joint ventures and unincorporated associations. All persons shall be responsible for the acts or omissions of their officers, members, employees, agents, representatives, contractors, customers, guests, invitees, and those doing business with them.

(d) "Manager" or "Manager of the World Trade Center" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by these Rules and Regulations and shall include a temporary or acting Manager of the World Trade Center and his duly designated representative or representatives.

(e) "Common areas and facilities" shall mean and include, without limiting the generality thereof, entrances, exits, lobbies, toilets, passages, halls, corridors, courts, plazas, vestibules, stairways and elevators, escalators and other areas and facilities for the movement of persons and/or property.

EXHIBIT O

**THE REAL ESTATE BOARD OF NEW YORK
RECOMMENDED METHOD OF FLOOR MEASUREMENT
FOR OFFICE BUILDINGS**
Effective January 1, 1987

In order to facilitate a comparison of the cost of space among buildings, The Real Estate Board of New York, Inc. recommends that owners use a standard definition of usable area and that they clearly explain how rentable area is calculated based upon such usable area. Architectural plans and calculations should be made available to the tenant if requested.

The Real Estate Board of New York, Inc. recommends the following definitions and methods as the Standard Method of Floor Measurements in office buildings. Any Board member who advertises office space for rent is expected to follow these guidelines in determining any rentable area count mentioned in the advertisement.

RENTABLE AREA:

Because of dissimilarities among buildings, calculations of rentable area may vary. If requested, owners should disclose to prospective tenants the loss factor used for spaces under consideration.

USABLE AREA, SINGLE TENANT FLOORS:

Measure the floor to the outside surface of the building. Subtract from this area the following, including the finished enclosing walls:

- Public elevator shafts and elevator machines and their enclosing walls.
- Public stairs and their enclosing walls.
- Heating, ventilating, and air-conditioning facilities (including pipes, ducts and shafts) and their enclosing walls, unless such equipment, mechanical room space, or shafts serve the floor in question.
- Fire towers and fire tower courts and their enclosing walls.
- Main telephone equipment rooms and main electric switchgear rooms, except that telephone equipment, and electric switchgear rooms serving the floor exclusively shall not be subtracted.

USABLE AREA, MULTIPLE TENANT FLOOR:

- First, calculate the usable area as if for a single tenant floor.
- Then deduct corridor areas, including toilets, supply room, etc., but do not deduct the enclosing walls of such corridor.

- Measure the net usable area of each space on the floor by measuring each enclosing wall which is a building exterior wall to the outside surface of the exterior wall, or to the outside surface of the glass as the case may be. Measure demising walls to the center and walls which abut corridors to the corridor side of the finished surface of the corridor wall.
- To determine the usable area on a multiple tenant floor, apportion the corridor area to each space by multiplying the corridor area by a fraction, whose numerator is the net usable area of the space and whose denominator is the total of the net usable areas of all the spaces on the floor, and add the result to the net usable area of the space.

BELOW-GRADE,

CELLAR AND SUB-CELLAR SPACE:

To determine the usable area of below grade, cellar and sub-cellar areas, follow the same procedures as are appropriate for single or multiple tenant floors except that the following additional areas should be deducted from usable area:

- Machine rooms and pump rooms and their enclosing walls.
- Electric switchgear rooms and their enclosing walls.
- Telephone equipment rooms and their enclosing walls.
- All space devoted to servicing the operation of the building, i.e., cleaning contractors, storage, building maintenance shop, building engineer's office, etc.

EXHIBIT P

Intentionally Omitted

- - - -
EXHIBIT Q

HEATING VENTILATION AND AIR CONDITIONING SYSTEM

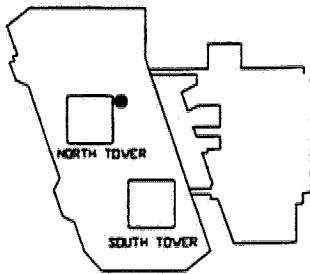
**PORT AUTHORITY OF NEW YORK & NEW JERSEY, FLOORS 21, ~~22~~, 43, 44, 46, 52, 61 THRU
75, 77, 78, 82, 86, AND 88, ONE WORLD TRADE CENTER**

This HVAC system is of a dual system design incorporating a peripheral induction unit system which supplies air within fifteen (15) feet distance from the exterior glass, and an interior air system which conditions the four interior area quadrants.

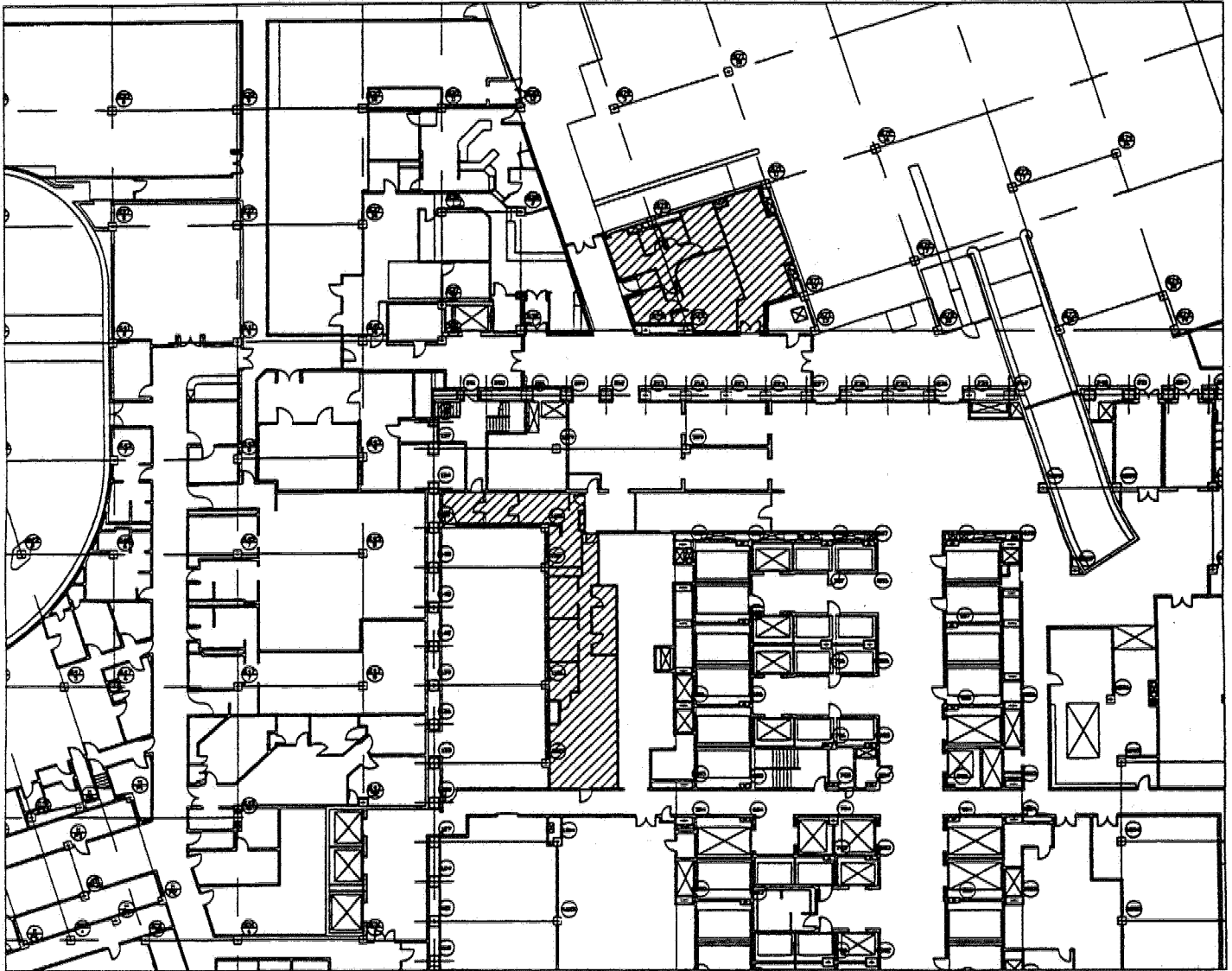
1. The base building systems are designed to be capable of maintaining indoor conditions of not more than 74° F and 60% relative humidity when outdoor conditions are not more than 89° F Dry Bulb and 73° F Wet Bulb, and a temperature of 70° F when outdoor air temperature is 11° F.
2. The design capacities of the base building HVAC systems are based upon, and limited to the following conditions:
 - a. The occupancy does not exceed one (1) person for each 100 square foot of useable area.
 - b. The total connected electrical load does not exceed 4.3 watts per useable square foot area for all purposes, including lighting and power.
 - c. Proper use of Venetian blinds to control solar load, and no blinds, draperies, etc, shall interfere with the passage of air to and from the induction units.
 - d. Minimum outdoor air provided is 30% of total supply air for all interior air systems, 60% for perimeter air systems serving east and south exposures, and 70% for perimeter air systems serving north and west exposures.
3. Distribution of conditioned air in interior rooms is at a rate of 0.84 cfm per useable square foot at an average temperature of 58° F.
4. Distribution of perimeter system air is through induction units which are generally spaced at one unit per every two window bays with the exception of corner areas, subject to verification of actual field conditions. Primary air to induction units is set at approximately 60° F. Secondary water is supplied at an average of 130° F in winter, and 60° F in summer.

EXHIBIT R

Intentionally Omitted



KEY PLAN

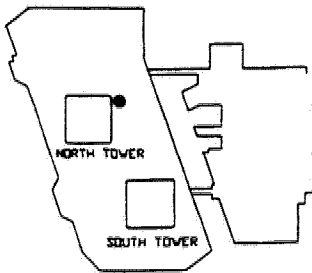
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space (PA Police)Building: WTC Floor: B1 (Elev 294)

Lease No: _____

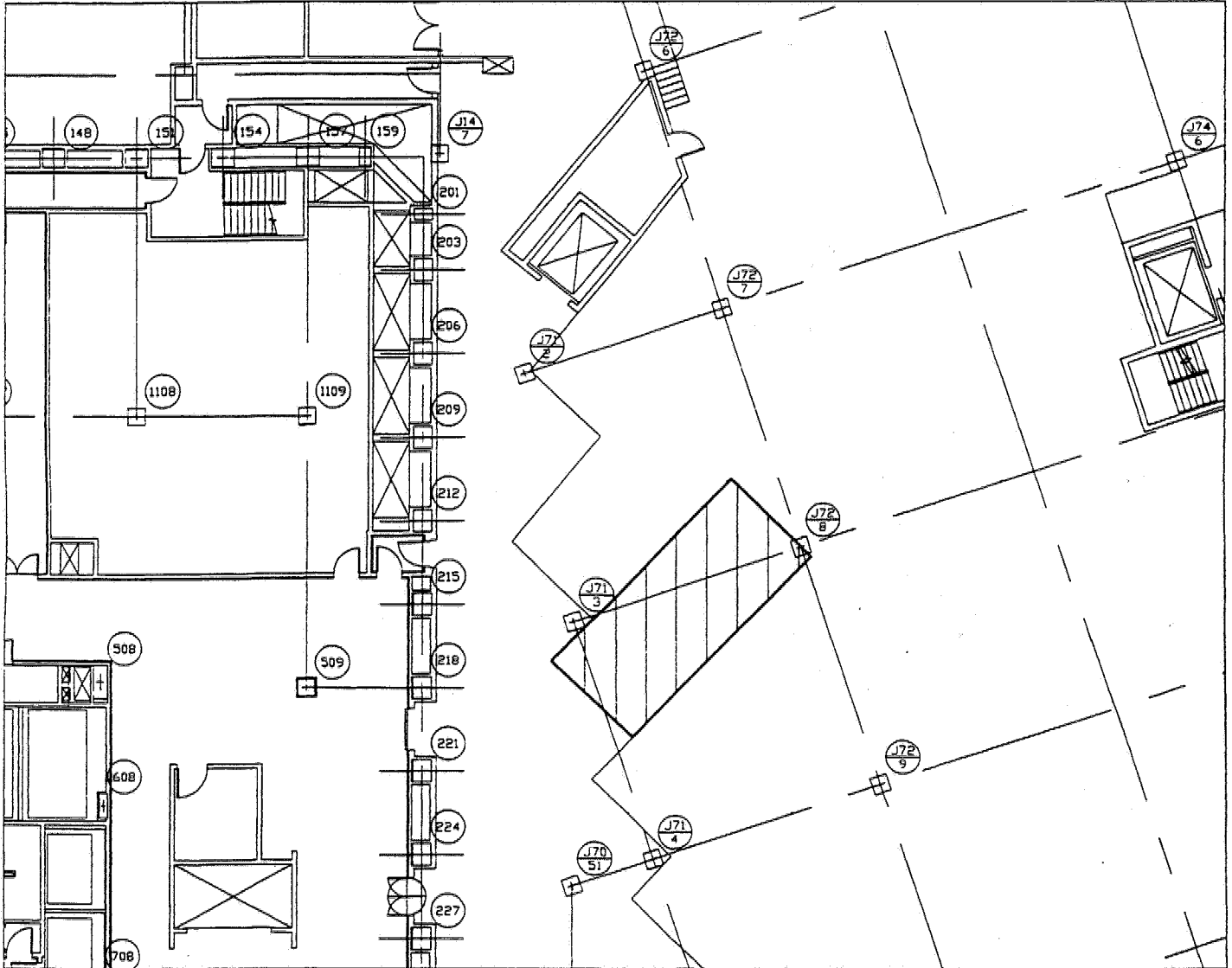
Exhibit: S Revision: _____RSF: 2450 Drawn By: D.J.DATE: 11-09-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN

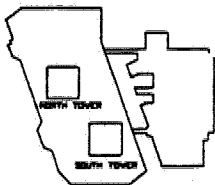
**THE PORT AUTHORITY OF NY & NJ**Tenants Name: PA Space ((Loading Dock Slip))Building: WTC Floor: B1 (Elev 294)

Lease No: _____

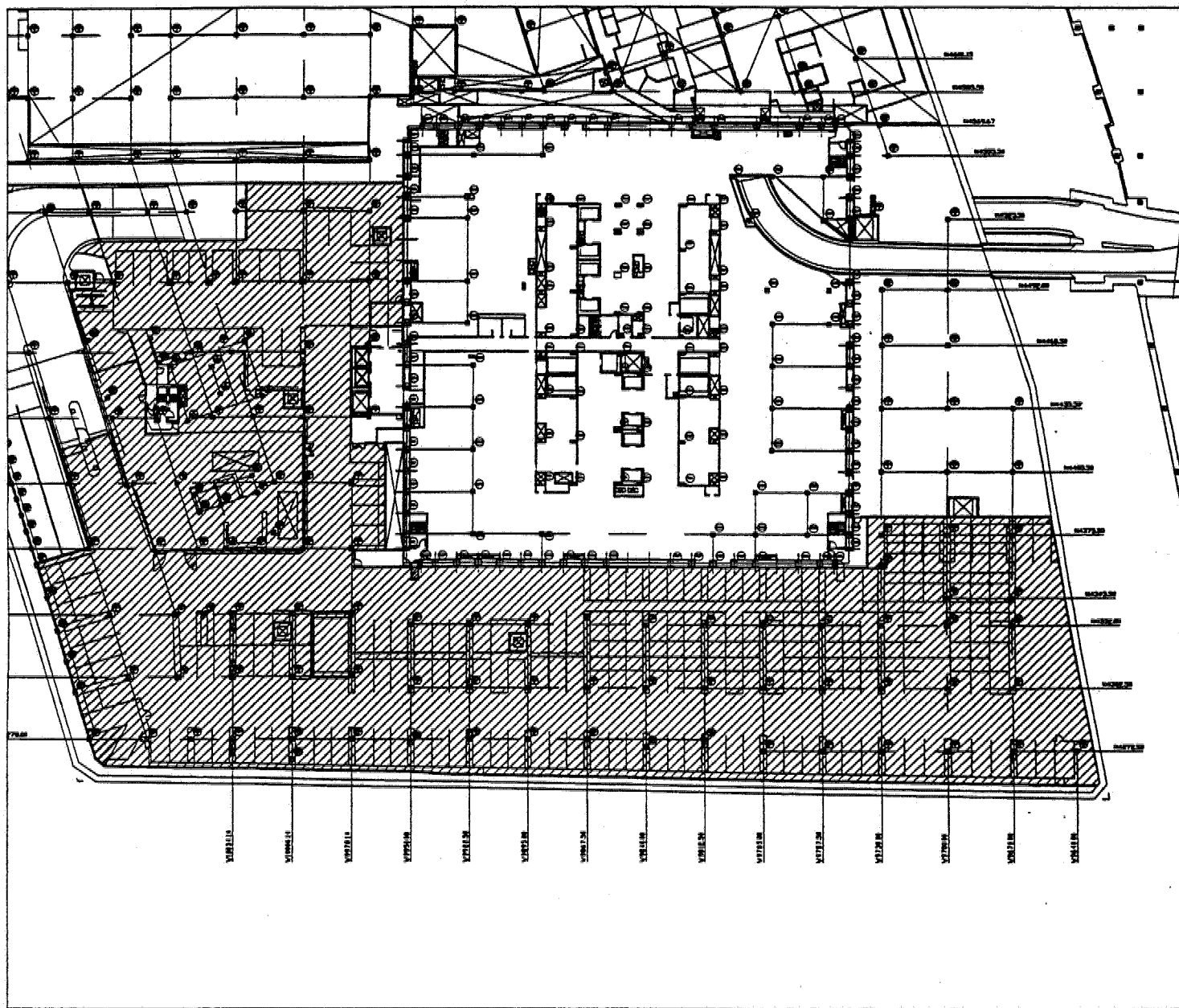
Exhibit: 7 Revision: _____RSF: _____ Drawn By: D.J.DATE: 11-30-00 Client Rep. V. Borst

Initialed:

For the P.A._____
For the Lessee



KEY PLAN



THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Parking Area

Building: WTC Floor: Sub-Grade B3 Level

Lease No: _____

Exhibit: U Revision: _____

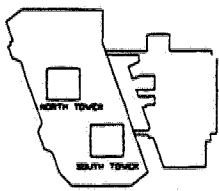
RSF: 72770 Drawn By: D.J.

DATE: 11-20-00 Client Rep. T. Lynch

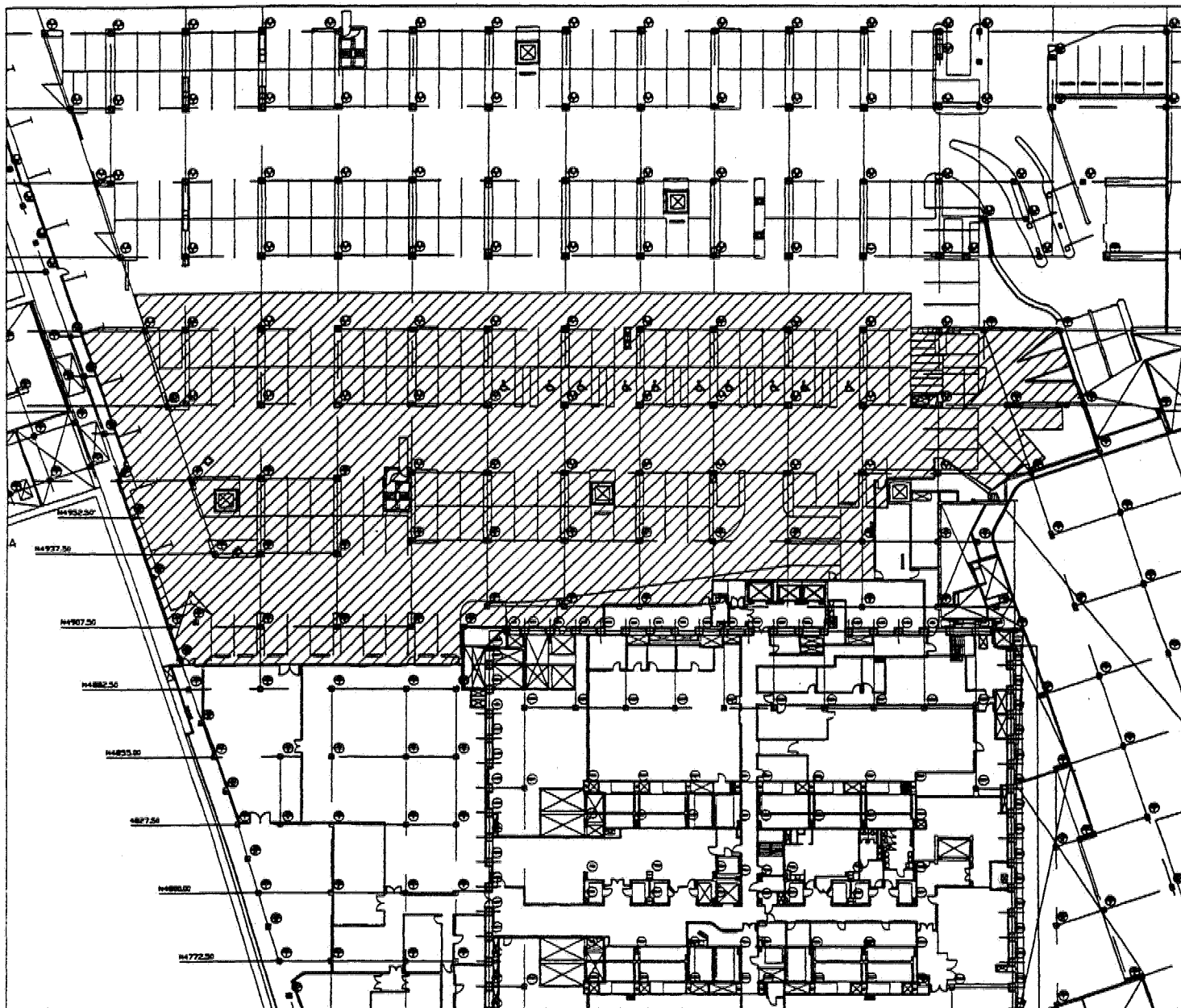
Initialed:

For the P.A.

For the Lessee



KEY PLAN



THE PORT AUTHORITY OF NY & NJ



Tenants Name: PA Parking Area

Building: WTC Floor: Sub-Grade B3 Level

Lease No: _____

Exhibit: ✓ Revision: _____

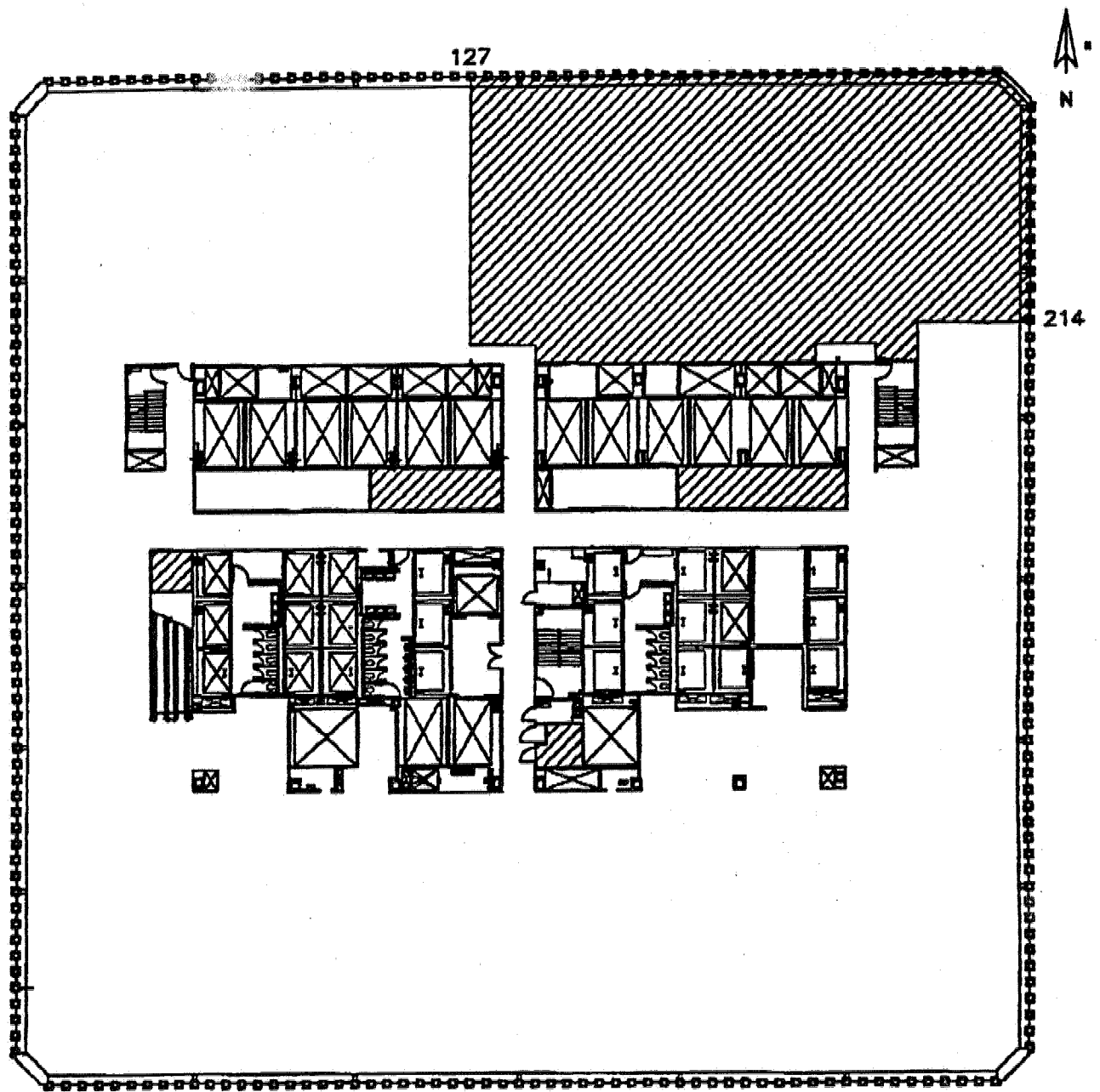
RSF: 110 Parking Spaces Drawn By: D.J.

DATE: 11-28-00 Client Rep. T. Lynch

Initialed:

For the P.A.

For the Lessee



THE PORT AUTHORITY OF NY & NJ



Tenants Name: WORLDWIDE FREIGHT

Building: 1 Floor: 77

Lease No: 10114

Exhibit: W Revision: 1

RSF: 10114 Drawn By: D.J.

DATE: 04-11-01 Client Rep. D. Jodice

Initialed:

For the Port Authority

For the Tenant