

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 12, 2005

RECKSON ASSOCIATES REALTY CORP.
and
RECKSON OPERATING PARTNERSHIP, L.P.
(Exact name of each Registrant as specified in its Charter)

Reckson Associates Realty Corp. - Maryland
Reckson Operating Partnership, L.P. - Delaware
(State or other jurisdiction of incorporation or
organization)

225 Broadhollow Road
Melville, New York
(Address of principal executive offices)

Reckson Associates Realty Corp. -
11-3233650
Reckson Operating Partnership, L.P. -
11-3233647
(IRS Employer ID Number)
11747
(Zip Code)

1-13762
(Commission File Number)

(631) 694-6900
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On May 12, 2005, we completed the acquisition of a 1.4 million square foot, 50-story, Class A office tower located at One Court Square, Long Island City, a sub-market of New York City, from Citibank, N.A. (the "Seller"). The purchase price for One Court Square was approximately \$470 million, inclusive of transfer taxes and transactional costs. One Court Square is 100% leased to the Seller pursuant to a 15-year net lease. The lease contains partial cancellation options effective during years six and seven for up to an aggregate of 20% of the leased space and in years nine and ten for up to an additional 20% of the leased space, subject to notice and penalty.

In addition, on May 12, 2005 we obtained an unsecured \$470 million term loan agreement (the "Bridge Facility"), with Citicorp North America, Inc., as administrative agent ("Citicorp"), and Citigroup Global Markets Inc., as lead arranger and sole bookrunner. We have agreed to pay to Citicorp a one-time commitment fee equal to 7.5 basis points on the amount, if any, outstanding under the Bridge Facility on the first business day after the six month anniversary of the closing of the Bridge Facility. The Bridge Facility has terms including interest rates and financial covenants substantially similar to our existing revolving credit facility. The Bridge Facility matures on May 11, 2006.

On May 12, 2005, we also amended our unsecured revolving credit facility to increase the percentage of Total Indebtedness to Total Value (as each term is defined in our revolving credit facility) that we may incur thereunder at any one time from 55% to 60%, which is consistent with the similar financial covenant contained in the Bridge Facility.

Item 9.01. Financial Statements and Exhibits

(b) Pro forma financial information

The accompanying financial statements present the unaudited pro-forma balance sheet of Reckson Associates Realty Corp. as of March 31, 2005, and the

unaudited pro-forma statements of income for the year ended December 31, 2004 and the three months ended March 31, 2005.

The unaudited pro-forma balance sheet as of March 31, 2005 is presented as if the acquisition of One Court Square had occurred on March 31, 2005. The unaudited pro-forma statements of income for the year ended December 31, 2004 and the three months ended March 31, 2005 are presented as if the acquisition of One Court Square had occurred on January 1, 2004 and carried forward through March 31, 2005.

The pro-forma information is unaudited and is not necessarily indicative of the results which actually would have occurred if the aforementioned transaction had been consummated at the beginning of the period presented, nor does it purport to represent the financial position and results of operations for future periods. The pro-forma information should be read in conjunction with the historical financial statements of Reckson Associates Realty Corp.

RECKSON ASSOCIATES REALTY CORP
PRO-FORMA BALANCE SHEETS MARCH 31, 2005
(UNAUDITED AND IN THOUSANDS, EXCEPT SHARE AMOUNTS)

	Reckson Historical (A)	Pro-Forma Adjustments (B)	Pro-Forma Condensed
	-----	-----	-----
Assets:			
Commercial real estate properties, at cost:			
Land	\$ 419,846	\$ 119,138	\$ 538,984
Building and improvements	2,755,580	303,434	3,059,014
Developments in progress:			
Land	98,176	-	98,176
Development costs	22,124	-	22,124
Furniture, fixtures and equipment	12,504	-	12,504
	-----	-----	-----
	3,308,230	422,572	3,730,802
Less accumulated depreciation	(584,949)	-	(584,949)
	-----	-----	-----
Investments in real estate, net of accumulated depreciation	2,723,281	422,572	3,145,853
Properties and related assets held for sale, net of accumulated depreciation	58,469	-	58,469
Investment in a real estate joint venture	6,808	-	6,808
Investment in notes receivable	113,254	-	113,254
Investments in affiliate loans and joint ventures	60,230	-	60,230
Cash and cash equivalents	25,537	1,143	26,680
Tenant receivables	10,427	-	10,427
Deferred rents receivable	139,348	-	139,348
Prepaid expenses and other assets	54,061	51,424	105,485
Contract and land deposits and pre-acquisition costs	256	-	256
Deferred leasing and loan costs	81,074	125	81,199
	-----	-----	-----
Total Assets	\$ 3,272,745	\$ 475,264	\$ 3,748,009
	=====	=====	=====
Liabilities:			
Mortgage notes payable	\$ 606,723	\$ -	\$ 606,723
Unsecured credit facility	357,500	-	357,500
Senior unsecured notes	698,039	-	698,039
Unsecured bridge facility	-	470,000	470,000
Liabilities associated with properties held for sale	757	-	757
Accrued expenses and other liabilities	65,473	601	66,074
Deferred revenues and tenant security deposits	54,015	4,663 (C)	58,678
Dividends and distributions payable	36,137	-	36,137
	-----	-----	-----
Total Liabilities	\$ 1,818,644	\$ 475,264	\$ 2,293,908
	-----	-----	-----
Minority partners' interests in consolidated partnerships	213,297	-	213,297
Preferred unit interest in the operating partnership	1,200	-	1,200
Limited partners' minority interest in the operating partnership	42,147	-	42,147
	-----	-----	-----
Total Minority Interests	\$ 256,644	\$ -	\$ 256,644
	-----	-----	-----
Commitments and contingencies	-	-	-
Stockholders' Equity:			
Preferred stock, \$.01 par value, 25,000,000 shares authorized	-	-	-
Common Stock, \$.01 par value, 100,000,000 shares authorized 81,629,693 shares issued and outstanding	816	-	816
Additional paid in capital	1,265,133	-	1,265,133
Treasury stock, 3,318,600 shares	(68,492)	-	(68,492)
	-----	-----	-----
Total Stockholders' Equity	1,197,457	-	1,197,457
	-----	-----	-----
Total Liabilities and Stockholders' Equity	\$ 3,272,745	\$ 475,264	\$ 3,748,009
	=====	=====	=====

(The accompanying notes and management's assumptions are an integral part of this statement)

RECKSON ASSOCIATES REALTY CORP.
NOTES TO PRO-FORMA BALANCE SHEET
MARCH 31, 2005
(UNAUDITED)

- A Represents the historical balance sheet of Reckson Associates Realty Corp. at March 31, 2005.
- B To record the acquisition of One Court Square had the acquisition occurred on March 31, 2005. Such acquisition is inclusive of an estimated purchase price allocation of approximately \$119.1 million to land, approximately \$51.4 million to real estate intangible assets and approximately \$3.0 million of deferred revenues recorded in accordance with FAS 141 / 142.
- C Inclusive of approximately \$1.7 million of cash rent received from the seller at closing.

RECKSON ASSOCIATES REALTY CORP
PRO-FORMA STATEMENT OF INCOME
FOR THE THREE MONTHS ENDED MARCH 31, 2005
(UNAUDITED AND IN THOUSANDS, EXCEPT SHARE AMOUNTS)

	Reckson Historical (A)	Pro-Forma Adjustments (B)	Pro-Forma Condensed
	-----	-----	-----
Revenues:			
Property Operating Revenues:			
Base rents	\$ 117,382	\$ 8,022	\$ 125,404
Tenant escalations and reimbursements	18,502	-	18,502
	-----	-----	-----
Total property operating revenues	135,884	8,022	143,906
Operating Expenses:			
Property operating expenses	55,088	-	55,088
Marketing, general and administrative	8,205	-	8,205
Depreciation and amortization	29,728	3,689	33,417
	-----	-----	-----
Total operating expenses	93,021	3,689	96,710
	-----	-----	-----
Operating income	42,863	4,333	47,196
	-----	-----	-----
Non-Operating Income & Expenses:			
Interest income on notes receivable	2,447	-	2,447
Investment income and other	747	-	747
Interest:			
Expense	(23,568)	(4,688) (C)	(28,256)
Amortization of deferred financing costs	(1,038)	-	(1,038)
	-----	-----	-----
Total Non-Operating Income & Expenses	(21,412)	(4,688)	(26,100)
	-----	-----	-----
Income (Loss) before minority interests, equity in earnings of a real estate joint venture and discontinued operations			
	21,451	(355)	21,096
Minority partners' interests in consolidated partnerships	(3,779)	-	(3,779)
Limited partners' minority interest in the operating partnership	(772)	15	(757)
Equity in earnings of a real estate joint venture	151	-	151
	-----	-----	-----
Income (Loss) before discontinued operations	17,051	(340)	16,711
Discontinued operations (net of minority interests):			
Income from discontinued operations	305	-	305
	-----	-----	-----
Net income (Loss)	\$ 17,356	\$ (340)	\$ 17,016
	=====	=====	=====
Basic net income per weighted average share:			
Common	\$ 0.21		\$ 0.21
Discontinued operations	-		-
	-----		-----
Basic net income per common share	\$ 0.21		\$ 0.21
	=====		=====
Basic weighted average common shares outstanding:	81,100,109		81,100,109
Diluted net income per weighted average common share	\$ 0.21		\$ 0.21
Diluted weighted average common shares outstanding	81,520,971		81,520,971

(The accompanying notes and management's assumptions are an integral part of this statement)

RECKSON ASSOCIATES REALTY CORP.
NOTES TO PRO-FORMA STATEMENT OF INCOME
FOR THE THREE MONTHS ENDED MARCH 31, 2005
(UNAUDITED)

- A Represents the historical statement of income of Reckson Associates Realty Corp. for the year ended December 31, 2005.
- B Represents adjustments for the purchase of One Court Square had this acquisition occurred on January 1, 2004 to (i) add the results of operations, (ii) record depreciation expense on the building based on an estimated useful life of 30 years, (iii) record the FAS 141 / 142 amortization expense adjustment on the tenanting costs, (iv) record interest expense incurred on the Bridge Facility, and (v) adjust the allocation of income between the general partner and limited partners under the limited partnership agreement.
- C Calculated using the 30 day LIBOR rate on May 12, 2005 of 3.09% + 90 basis points (3.99%) on amounts outstanding under the Bridge Facility of \$470 million.

RECKSON ASSOCIATES REALTY CORP
PRO-FORMA STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2004
(UNAUDITED AND IN THOUSANDS, EXCEPT SHARE AMOUNTS)

	Reckson Historical (A)	Pro-Forma Adjustments (B)	Pro-Forma Condensed
	-----	-----	-----
Revenues:			
Property operating revenues:			
Base rents	\$ 440,953	\$ 32,090	\$ 473,043
Tenant escalations and reimbursements	73,862	-	73,862
	-----	-----	-----
Total property operating revenues	514,815	32,090	546,905
Operating Expenses:			
Property operating expenses	208,754	-	208,754
Marketing, general and administrative	30,879	-	30,879
Depreciation and amortization	116,480	14,756	131,236
	-----	-----	-----
Total operating expenses	356,113	14,756	370,869
	-----	-----	-----
Operating income	158,702	17,334	176,036
	-----	-----	-----
Non-Operating Income & Expenses:			
Interest income on notes receivable	7,129	-	7,129
Investment income and other	12,157	-	12,157
Interest:			-
Expense	(98,050)	(18,753)(C)	(116,803)
Amortization of deferred financing costs	(3,822)	(478)(D)	(4,300)
	-----	-----	-----
Total Non-Operating Income & Expenses	(82,586)	(19,231)	(101,817)
	-----	-----	-----
Income (Loss) before minority interests, preferred dividends and distributions, equity in earnings of a real estate joint venture and discontinued operations			
Minority partners' interests in consolidated partnerships	76,116	(1,897)	74,219
Limited partners' minority interest in the operating partnership	(18,507)	-	(18,507)
Distributions to preferred unit holders	(1,517)	95	(1,422)
Equity in earnings of a real estate joint venture	(541)	-	(541)
	603	-	603
	-----	-----	-----
Income (Loss) before discontinued operations and dividends to preferred shareholders	56,154	(1,802)	54,352
Discontinued operations (net of minority interests):			
Income from discontinued operations	2,498	-	2,498
Gain on sales of real estate	11,776	-	11,776
	-----	-----	-----
Net income	70,428	(1,802)	68,626
Dividends to preferred shareholders	(12,236)	-	(12,236)
Redemption charges on Series A preferred stock	(15,812)	-	(15,812)
	-----	-----	-----
Net income allocable to common shareholders	\$ 42,380	\$ (1,802)	\$ 40,578
	=====	=====	=====
Basic net income per weighted average share:			
Common	\$ 0.41		\$ 0.38
Discontinued operations	0.21		0.21
	-----		-----
Basic net income per common share	\$ 0.62		\$ 0.59
	=====		=====
Basic weighted average common shares outstanding:			
	68,871,000		68,871,000
Diluted net income per weighted average common share			
	\$ 0.61		\$ 0.59
Diluted weighted average common shares outstanding			
	69,235,000		69,235,000

(The accompanying notes and management's assumptions are an integral part of this statement)

RECKSON ASSOCIATES REALTY CORP.
NOTES TO PRO-FORMA STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2004
(UNAUDITED)

- A Represents the historical audited statement of income of Reckson Associates Realty Corp. for the year ended December 31, 2004.
- B Represents adjustments for the purchase of One Court Square had this acquisition occurred on January 1, 2004 to (i) add the results of operations, (ii) record depreciation expense on the building based on an estimated useful life of 30 years, (iii) record the FAS 141 / 142 amortization expense adjustment on the tenanting costs, (iv) record interest expense incurred on the Bridge Facility, and (v) adjust the allocation of income between the general partner and limited partners under the limited partnership agreement.
- C Calculated using the 30 day LIBOR rate on May 12, 2005 of 3.09% + 90 basis points (3.99%) on amounts outstanding under the Bridge Facility of \$470 million.
- D Estimated deferred financing costs of \$125,000 to place the Bridge Facility and a one-time commitment fee equal to 7.5 basis points on the amount outstanding under the Bridge Facility.

(c) Exhibits

- 10.1 Purchase and Sale Agreement, dated as of May 4, 2005, by and between Citibank, N.A. and Reckson Court Square, LLC (Incorporated herein by reference to Exhibit 10.1 of Reckson Associates Realty Corp.'s quarterly report on Form 10-Q, filed on May 9, 2005.)
- 10.2 Lease Agreement between Reckson Court Square, LLC and Citibank, N.A. (Citibank), dated May 12, 2005
- 10.3 Term Loan Agreement, dated as of May 12, 2005, among Reckson Operating Partnership, L.P., the institution from time to time party thereto as lenders, Citicorp North America, Inc., as administrative agent, and Citigroup Global Markets Inc., as lead arranger and sole bookrunner
- 10.4 Amendment No.1 to Third Amended and Restated Credit Agreement, dated as of May 12, 2005, by and among Reckson Operating Partnership, L.P., the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RECKSON ASSOCIATES REALTY CORP.

By: /s/ Michael Maturo

Michael Maturo
Chief Financial Officer

RECKSON OPERATING PARTNERSHIP, L.P.

By: Reckson Associates Realty Corp.,
its General Partner

By: /s/ Michael Maturo

Michael Maturo
Chief Financial Officer

Date: May 18, 2005

LEASE (this "lease"), dated as of May 12, 2005 between RECKSON COURT SQUARE, LLC, a Delaware limited liability company, having an office at c/o Reckson Associates Realty Corp., 1350 Avenue of the Americas, Suite 901, New York, New York 10019 ("Landlord") and CITIBANK, N.A., a national banking association, having an office at having an office at One Court Square, Long Island City, New York 11120 ("Tenant").

W I T N E S S E T H

- - - - -

WHEREAS, immediately prior to the date of this lease, Tenant owned fee title interest in and to the Land and the improvements thereon consisting of a fifty-two (52) story building with attached low-rise building and connecting rotunda (collectively, the "Building") known as One Court Square in Long Island City, Queens County, New York. The Land is more particularly described in Exhibit A annexed hereto, which together with the Building comprise a part of the Real Property;

WHEREAS, immediately prior to the execution and delivery of this lease, Tenant conveyed its ownership interest in and to the Real Property to the Landlord named herein;

WHEREAS, Landlord currently owns the Real Property; and

WHEREAS, Tenant desires to lease the entire Real Property from Landlord for a term commencing on the date of this lease,

NOW, THEREFORE, for the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, for themselves, their successors and permitted assigns, hereby covenant as follows:

ARTICLE 1

Term and Fixed Rent

1.01. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, upon and subject to the terms, covenants, provisions and conditions of this lease, the premises described in Section 1.02.

1.02. The premises (herein called the "Premises") leased to Tenant shall consist of the entire Real Property, including, without limitation: the entire 3rd through 50th floors of the Building (each such floor is individually referred to herein an "Office Floor" and collectively as the "Office Floors"), the lobby of the Building (herein called the "Lobby"), the concourse of the Building (herein called the "Concourse"), the sub-concourse of the Building (herein called the "Sub-concourse"), and the 51st, 52nd and 53rd

floor areas of the Building which are devoted to mechanical and roof top areas and are not usable for office use (herein collectively called the "Mechanical Areas"). Landlord and Tenant hereby covenant and agree that (i) no rentable square feet or amounts of rent payable hereunder shall be attributable to the Sub-concourse or to the Mechanical Areas or any other area that would constitute a common area if the Building were multi-tenanted and (ii) the Premises shall be deemed to contain an aggregate of 1,401,609 rentable square feet (which is the area on which Fixed Rent is determined hereunder) comprised as follows:

Office Floors:

- - - - -

3rd Floor	31,079	28th Floor	30,612

4th Floor	22,833	29th Floor	30,209

5th Floor	18,968	30th Floor	30,174

6th Floor	27,002	31st Floor	31,165

7th Floor	30,170	32nd Floor	31,165

8th Floor	30,170	33rd Floor	31,165

9th Floor	30,170	34th Floor	31,165

10th Floor	30,170	35th Floor	31,165

11th Floor	30,170	36th Floor	31,165

12th Floor	30,170	37th Floor	31,166

14th Floor	30,170	38th Floor	31,189

15th Floor	30,170	39th Floor	30,814
16th Floor	30,170	40th Floor	30,787
17th Floor	30,170	41st Floor	31,749
18th Floor	30,143	42nd Floor	31,749
19th Floor	29,806	43rd Floor	31,749
20th Floor	29,804	44th Floor	31,749
21st Floor	30,696	45th Floor	31,749
22nd Floor	30,696	46th Floor	28,338
23rd Floor	30,696	47th Floor	28,338
24th Floor	30,672	48th Floor	19,978
25th Floor	30,717	49th Floor	19,702
26th Floor	30,717	50th Floor	12,253
27th Floor	30,717		

Lobby:

Retail space	11,775
--------------	--------

Concourse:

Retail space	12,626
Storage space	1,667

Subject to the terms, covenants, provisions and conditions of this lease, Landlord hereby grants to Tenant the exclusive right to use the Premises and to control the operation and management thereof.

1.03. The term of this lease shall commence on the date of this lease (herein called the "Commencement Date") and subject to the rights of Tenant to elect to extend the term of this lease pursuant to the provisions of Article 36 in which case the term of this lease shall end as of the last day of the applicable Extension Term, the term of this lease shall end at 11:59 p.m. on May 11, 2020 (the later of such dates is herein called the "Expiration Date") or on such earlier date upon which the term of this lease shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

1.04. The rents shall be and consist of the following amounts with respect to the Premises:

(a) fixed rent (herein called "Fixed Rent") for the Premises at the monthly rates set forth on Schedule 1 annexed hereto, which Fixed Rent shall be payable commencing on the Commencement Date, and thereafter in monthly installments in advance on the first day of each and every calendar month during the term of this lease, to be paid in lawful money of the United States to Landlord at its office, or such other place as Landlord shall designate on at least thirty (30) days advance written notice to Tenant, and

(b) additional rent (herein called "Additional Charges") shall consist of any sums of money (other than Fixed Rent) that may become due from and payable by Tenant directly to Landlord pursuant to any express provision of this lease.

1.05. The number of rentable square feet set forth in Section 1.02 for each Office Floor and for the retail and storage space located in the Lobby and Concourse shall be the basis for computing (i) Fixed Rent abatements or reductions in Fixed Rent pursuant to any of the provisions of this lease, which to the extent applicable shall be computed in accordance with Schedule 1, (ii) the rentable area of any Extension Premises comprising full floors or of any Surrender Space comprising full floors and the computation of the Surrender Fee with respect thereto, and (iii) Fixed Rent and Tenant's Share under the Amended and Restated Lease. The rentable square footage of any partial floor, to the extent it needs to be determined with respect to any of the matters set forth in the preceding sentence, shall be computed using the REBNY Standard and applying a twenty-one percent (21%) loss factor thereto. For purposes of this lease, the term "REBNY Standard" shall mean establishing the useable area of a particular area by using the "Recommended Method of Floor Measurement for Office Buildings" effective

January 1, 1987 found in the Real Estate Board of New York, Inc. Diary and Manual dated 1989.

1.06. Tenant covenants and agrees to pay Fixed Rent and Additional Charges promptly when due without notice or demand therefor, except as such notice or demand may be expressly provided for in this lease, and without any abatement, deduction or setoff for any reason whatsoever, except as may be expressly provided in this lease. Fixed Rent shall be paid by electronic funds transfer to an account designated from time to time by Landlord on at least thirty (30) days advance written notice to Tenant. Additional Charges shall be paid by good and sufficient check (subject to collection) drawn on a New York City bank which is a member of the New York Clearing House Association or a successor thereto.

1.07. If the term of this lease commences on a day other than the first day of a calendar month, or if the Expiration Date occurs on a day other than the last day of a calendar month, the Fixed Rent and Additional Charges for the applicable partial calendar month shall be prorated in the manner provided in Section 1.09.

1.08. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct Fixed Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this lease or at law provided.

1.09. Any apportionments or prorations of Fixed Rent or Additional Charges to be made under this lease shall be computed on the basis of a 365-day year (based on the actual number of days in the period in question).

1.10. If any of the Fixed Rent or Additional Charges payable under the terms and provisions of this lease shall be or become uncollectible, reduced or required to be refunded because of any act or law enacted by a governmental authority, Tenant shall enter into such agreement(s) and take such other steps (without additional expense to Tenant) as Landlord may reasonably request and as may be legally permissible to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal rent restriction may be legally permissible (but not in excess of the amounts reserved therefor under this lease). Upon the termination of such legal rent restriction, (a) the Fixed Rent and/or Additional Charges shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination, and (b) Tenant shall pay to Landlord promptly upon being billed, to the maximum extent legally permissible, an amount equal to (i) the Fixed Rent and/or Additional Charges which would have been paid pursuant to this lease but for such legal rent restriction less (ii) the rents paid by Tenant during the period such legal rent restriction was in effect. The provisions of this Section 1.10 shall have no applicability with respect to Benefits, or any program, law, rule or regulation of any governmental authority, quasi-governmental

authority or public or private utility or similar entity designed to induce tenants to enter into, renew, expand or otherwise modify leases, perform tenant improvements or utilize energy-efficient appliances, or any other tenant-inducement program, law, rule or regulation; provided, however, that the provisions of this sentence shall not be construed in any manner to reduce the Fixed Rent payable under this lease unless and to the extent that Landlord is reimbursed or otherwise compensated for such reduction on a dollar-for-dollar basis by any governmental authority, quasi-governmental authority or public or private utility or similar or dissimilar entity.

1.11. Landlord shall be entitled to all rights and remedies provided herein or by law for a default, after the expiration of any applicable notice and cure period, in the payment of Additional Charges as are available to Landlord for a default, after the expiration of any applicable notice and cure period, in the payment of Fixed Rent.

ARTICLE 2

Delivery and Use of Premises -----

2.01. (a) Tenant acknowledges that Tenant has inspected the Premises and is fully familiar with the condition thereof. Tenant has accepted each floor of the Premises in their "as is" condition, and Landlord shall not be required to perform any work, install any fixtures or equipment or render any services to make the Premises ready or suitable for Tenant's occupancy.

(b) Tenant hereby waives any right to rescind this lease under the provisions of Section 223(a) of the Real Property Law of the State of New York, and agrees that the provisions of this Section 2.01(b) are intended to constitute "an express provision to the contrary" within the meaning of said Section 223(a).

2.02. (a) Subject to any applicable Legal Requirements, the Premises may be used by Tenant and any persons claiming by, through or under Tenant (including, without limitation, any subtenants of Tenant) for any lawful purposes, including, without limitation, administrative, executive and general offices and retail use (including, without limitation, a retail bank and automated teller machines), all of which are permitted by the Certificate of Occupancy for the Building (as the same may be amended in accordance with the terms hereof).

Notwithstanding the foregoing, Landlord makes no warranty or representation as to the suitability of all or any portion of the Premises for any use, including, without limitation, as a place of public assembly requiring a public assembly permit or a change in the Certificate of Occupancy for the Building or as to whether there will be adequate means of ingress and/or egress or adequate restroom facilities in the event that Tenant requires such a public assembly permit or such a change, and Landlord shall have no liability to

Tenant in connection therewith (provided, however, that Landlord shall reasonably cooperate with Tenant's application for any such public assembly permit or change in the Certificate of Occupancy, subject to Tenant's obligation to reimburse Landlord for its out-of-pocket expenses, as more particularly set forth below), nor shall Landlord have any obligation to perform any alterations in or to the Premises in order to render any floor suitable for any use, including, without limitation, the issuance of a public assembly permit or for a change in the Certificate of Occupancy.

(b) Landlord agrees that throughout the term of this lease, Landlord shall not change the Certificate of Occupancy for the Building in a manner which shall (i) adversely affect Tenant's use of the Premises for general, administrative and executive offices or any of the specific uses expressly permitted pursuant to this Section 2.02, including, without limitation, the ancillary and incidental uses described in Section 2.02(a) of the Amended and Restated Lease, or (ii) affect Tenant's ability to obtain a valid construction permit for any Alterations in the Premises, or (iii) permit a use that is not ancillary to general, executive and administrative offices or is for a Prohibited Use, unless in each such case consented to by Tenant (which consent may be granted or withheld by Tenant in its sole discretion). At Tenant's request, Landlord agrees to cooperate reasonably with Tenant, at Tenant's sole cost and expense, in connection with any reasonable changes to the Certificate of Occupancy for the Building required by Tenant for any reasonable use of the Premises by Tenant, provided such use is permitted pursuant to the terms of this lease.

2.03. If any governmental license or permit (other than a Certificate of Occupancy for the Building) shall be required for the proper and lawful conduct of Tenant's business in the Premises or any part thereof, Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to Landlord for inspection within thirty (30) days after Landlord's request therefor. Tenant shall at all times comply in all material respects with the terms and conditions of each such license or permit. Additionally, should Alterations or Tenant's use of the Premises for other than executive and general offices or retail use require any modification or amendment of any Certificate of Occupancy for the Building, Tenant shall, at its expense, take all commercially reasonable actions necessary to procure any such modification or amendment, provided that such action shall not subject Landlord or any of its principals to any civil or criminal liability therefor (except to the extent that Tenant agrees to indemnify and hold harmless Landlord and/or its principals from any such civil liability), and shall reimburse Landlord (as Additional Charges) for all reasonable out-of-pocket costs and expenses Landlord incurs in effecting said modifications or amendments within thirty (30) days after demand therefor accompanied by reasonably satisfactory documentation of such costs and expenses. Landlord shall cooperate with Tenant in connection with Tenant's obtaining of any such governmental license or permit (including any permit required in connection with Tenant's Alterations) or any application by Tenant for any amendment or modification to the Certificate of Occupancy for the Building, and Landlord shall reasonably promptly execute and deliver any

applications, reports or related documents as may be requested by Tenant in connection therewith, provided that Tenant shall reimburse Landlord (as Additional Charges) for the reasonable out-of-pocket costs and expenses incurred by Landlord in connection with such cooperation within thirty (30) days after demand therefor, accompanied by reasonably satisfactory documentation of such costs and expenses, and further provided that Tenant shall indemnify and hold harmless Landlord from and against any claims arising in connection with such cooperation, other than any such claims arising from any incorrect information provided by Landlord in connection therewith or any conditions at or in the Building which are Landlord's responsibility hereunder. The foregoing provisions are not intended to be deemed Landlord's consent to any use of the Premises not otherwise permitted hereunder nor to require Landlord to effect such modifications or amendments of any Certificate of Occupancy (without limiting Landlord's obligations to cooperate with Tenant in connection with any such modifications or amendments as hereinabove set forth).

Notwithstanding anything to the contrary contained herein, Tenant shall not at any time use or occupy the Premises or suffer or permit anyone to use or occupy the Premises, or do anything in the Premises, or suffer or permit anything to be done in, brought into or kept on the Premises, which shall (a) violate the Certificate of Occupancy for the Building; (b) cause injury to the Building or any equipment, facilities or systems therein; or (c) constitute a violation of any Legal Requirements.

2.04. Notwithstanding anything to the contrary contained in this lease, neither Landlord nor Tenant shall lease or sublease any space in the Building (including the Premises) to, or otherwise permit the use of any portion of the space in or on the Real Property or the Building by any tenants or occupants who would use the space for any of the following uses: (i) offices of any governmental agency or quasi-governmental agency, including with respect to any foreign government or the United Nations, an embassy or consulate office, or any agency or department of the foregoing; (ii) medical, dental or other therapeutic or diagnostic services as opposed to medical or health facilities referred to in Section 2.02(a)(viii) which are ancillary and incidental to Tenant's primary use of the Premises, (iii) abortion clinics; (iv) manufacture, distribution or sale of pornography; (v) dry cleaning plants (as opposed to dry cleaning and laundry stores which do not perform, on site, dry cleaning services); (vi) establishments whose primary sales on their premises are alcoholic beverages; (vii) foreign governments and any entity that is entitled to sovereign immunity; (viii) military recruitment office; (ix) retail use on any Office Floor with off-street public traffic; (x) residential purposes, (xi) school or classroom (but not training and classroom facilities that are ancillary to the use of the Premises for the uses permitted hereunder); (xii) manufacturing, and (xiii) any use that would violate any Legal Requirement or the Certificate of Occupancy for the Building or that is illegal. Each of the uses which are precluded by this Section 2.04 are herein called a "Prohibited Use". Notwithstanding any of the foregoing, in no event shall any use of the Premises existing as of the date hereof by any Citibank Tenant or permitted under any Current Occupancy Agreement (so long as any such Currency Occupancy Agreement is in effect,

including any amendment, modification or renewal thereof) constitute a Prohibited Use with respect to the portion of the Premises so used unless such use is illegal. Any dispute between Landlord and Tenant as to whether or not a proposed use constitutes a Prohibited Use shall be resolved by arbitration in accordance with the provisions of Article 37.

ARTICLE 3

Taxes and Operating Expenses -----

3.01. The terms defined below shall for the purposes of this lease have the meanings herein specified:

(a) "Landlord Compliance Capital Item" shall mean any repair or alteration which should be capitalized in accordance with generally accepted accounting principles, consistently applied (herein called "GAAP") which is required to comply with any Legal Requirement in respect of the Premises or the use and occupation thereof, and which is not included within the definition of Tenant Compliance Capital Item. Notwithstanding anything to the contrary contained in this lease: (i) in all instances in this lease where an item is required to be amortized in accordance with GAAP, it is agreed that such item shall be amortized over its useful life (which useful life shall be determined in accordance with GAAP if and to the extent that GAAP provides a basis for determining such useful life), without reference to any provision of GAAP or otherwise permitting the acceleration of any such amortization to a period of amortization less than the useful life of the item in question, (ii) the useful life of any such item shall be deemed to commence when such item has been installed and has been made operational, and (iii) any dispute between Landlord and Tenant over the useful life of an item shall be submitted to expedited arbitration in accordance with the provisions of Article 37.

(b) "Landlord R&M Capital Item" shall mean any repair or replacement in respect of the Premises or the use and occupation thereof (other than any Tenant R&M Capital Item) which should be capitalized in accordance with GAAP and which is made at any time following the second (2nd) anniversary of the Commencement Date.

(c) "Landlord Reimbursement Amounts" shall mean the amounts of any Landlord Reimbursement Items.

(d) "Landlord Reimbursement Items" shall mean, collectively, Reimbursement Operating Expenses, Reimbursement Taxes, Tenant-Funded Residual Cap Ex Amounts (to the extent not received by or on behalf of Tenant for such purpose from casualty insurance or condemnation proceeds) and any other items that are designated as Landlord Reimbursement Items in any other provision of this lease.

(e) "Net Taxes Additional Charges" shall mean the aggregate of Tax Payments less Reimbursement Taxes.

(f) "Operating Expenses" shall mean all amounts paid by Tenant in connection with the repair, replacement, maintenance, operation, and/or the security of the Real Property, except to the extent that such costs constitute Taxes.

(g) "Real Property" shall mean, collectively, the Building and all fixtures, facilities, machinery and equipment used in the operation thereof, including, but not limited to, all cables, fans, pumps, boilers, heating and cooling equipment, wiring and electrical fixtures and metering, control and distribution equipment, component parts of the HVAC, electrical, plumbing, elevator and any life or property protection systems (including, without limitation, sprinkler systems), window washing equipment and snow removal equipment), the Land, any property beneath the Land, the curbs, sidewalks and plazas on and/or immediately adjoining the Land, and all easements, air rights, development rights and other appurtenances benefiting the Building or the Land or both the Land and the Building, including, without limitation, that certain (i) Subway Agreement dated as of July 8, 1986 by and among Tenant, Perennially Green, Inc. and The New York City Transit Authority acting for itself and on behalf of The City of New York, as amended and assigned through the date hereof and as may be hereinafter further amended (the "Subway Agreement"), (ii) Revocable Consent Agreement dated November 6, 1996, as amended, given by The City of New York Department of Transportation and accepted by Tenant, and (iii) Agreement dated _____, 1990 between Tenant and The City of New York, as modified by that certain Revocable Consent Agreement dated _____, 2000 (the agreements set forth in items (i)-(iii) are herein collectively called the "Existing Agreements").

(h) "Reassessment Event" shall mean only the following events: (A) a voluntary or involuntary sale, exchange, partition (e.g., condominium conversion, it being understood and agreed the foregoing is not intended to permit Landlord to do so) or other transfer of an equity interest in the Land and/or Building or a lease or sublease of the entire Land and/or Building (or a material portion of the entire Land and/or the Building) to a party not intending to use the space so leased for its own occupancy or the occupancy of its Affiliates (herein called a "Non-Occupancy Lease"), or an option or agreement to do any of the foregoing, or (B) the voluntary or involuntary sale, exchange, or transfer (whether in a single transaction or a series of related transactions) of any direct or indirect beneficial interest in the entity constituting Landlord or the lessee under any Non-Occupancy Lease or an option or agreement to do any of the foregoing, or (C) the financing and/or refinancing of any indebtedness (whether in a single transaction or a series of related transactions) which financing or refinancing is secured or collateralized (in whole or in part) by a mortgage or other lien or security interest upon the Land and/or Building or any Non-Occupancy Lease.

(i) "Reimbursement Operating Expenses" shall mean that portion, if any, of the Operating Expenses paid by Tenant pursuant to the terms hereof which represents:

- (1) with respect to any Landlord Compliance Capital Item or Landlord R&M Capital Item which has a useful life determined in accordance with GAAP that extends beyond the Expiration Date or if Tenant has exercised the Surrender Option, has a useful life determined in accordance with GAAP that extends beyond the Surrender Date (herein collectively called an "Extended Landlord Capital Item"), that portion of the cost of any such Extended Landlord Capital Item that is allocable to the portion of its useful life occurring after the Expiration Date or the Surrender Date, as the case may be, amortized on a straight-line basis in accordance with GAAP; provided, however, that

(i) with respect to any Extended Landlord Capital Item performed during the initial term of this lease, if Tenant has exercised the Surrender Option, then the portion of the cost of any such Extended Landlord Capital Item that relates to the portion of its useful life occurring after the Surrender Date that is allocable to the Surrender Date will constitute Reimbursement Operating Expenses; and

(ii) with respect to any Extended Landlord Capital Item performed during the initial term of this lease or during any Extension Term, if Tenant has exercised an Extension Option with respect to less than the entire Premises, then the portion of the cost of any such Extended Landlord Capital Item that relates to the portion of its useful life occurring after the Expiration Date that is allocable to the portion of the Premises with respect to which Tenant has not exercised the Extension Option will constitute Reimbursement Operating Expenses, and

(iii) with respect to any Extended Landlord Capital Item performed during the initial term or any of the Extension Terms where there remain no further Extension Terms, or Tenant has not exercised an option for the forthcoming Extension Term, then the portion of the cost of such Extended Landlord Capital Item that relates to the portion of its useful life occurring after the Expiration Date will constitute Reimbursement Operating Expenses.

To illustrate and without limitation:

if Tenant shall have exercised the Surrender Option with respect to 20% of the Premises and on the first day of the year immediately preceding the Surrender Date Tenant pays \$10,000 to replace a component of the Building's base building air conditioning system which constitutes a Landlord Compliance Capital Item or a Landlord R&M Capital Item and has a useful life of ten (10) years, the sum of \$1,800 will constitute Reimbursement Operating Expenses as it relates to the Surrender Space, representing 20% of the \$9,000 portion of such cost attributable to the period following the Surrender Date;

if Tenant shall have exercised the First Five Year Option with respect to 50% of the Premises and on the first day of the last year of the initial term of this lease, Tenant pays \$10,000 to replace a component of the Building's base building air conditioning system which constitutes a Landlord Compliance Capital Item or a Landlord R&M Capital Item and has a useful life of ten (10) years, the sum of \$4,500 will constitute Reimbursement Operating Expenses, representing 50% of the \$9,000 portion of such cost attributable to the period following the expiration of the initial term of the lease; and

if with two (2) years remaining in the Fifth Extension Term, Tenant pays \$10,000 to replace a component of the Building's base building air conditioning system which constitutes a Landlord Compliance Capital Item or a Landlord R&M Capital Item and has a useful life of ten (10) years, the sum of \$8,000 will constitute Reimbursement Operating Expenses.

- (2) with respect to items other than Extended Landlord Capital Items which are prepaid for a term which extends beyond the Expiration Date or the Surrender Date, as the case may be, (herein called "Non-Capital Extended Landlord Items"), such as an annual contract to clean snow and ice from in front of the Building paid in advance, that portion of the cost of any such Non-Capital Extended Landlord Item that is allocable to the period occurring after the Expiration Date or in the case of any Surrender Space, the Surrender Date, as the case may be (e.g., if Tenant pays \$12,000

with respect to such an annual contract that covers the last five (5) months of the term of this lease and the seven (7) months following thereafter, the sum of \$7,000 will constitute Reimbursement Operating Expenses);

- (3) amounts paid by Tenant which are thereafter reimbursed or credited to Landlord, whether by insurance or casualty or condemnation proceeds, warranties or otherwise, together with interest thereon to the extent received by Landlord (except to the extent, but only to the extent, that Tenant is an indirect beneficiary of such reimbursement or credit); and
- (4) expenses paid by Tenant and reimbursed directly to Landlord by third parties.

(j) "Reimbursement Taxes" shall mean any taxes that are payable by Landlord and are paid by Tenant on behalf of Landlord pursuant to this lease which are excluded from the definition of Taxes or which are allocable to the period occurring after the Expiration Date or in the case of any Surrender Space, allocable to the period occurring after the Surrender Date.

(k) "Taxes" shall mean (i) the real estate taxes, vault taxes, assessments and special assessments, and business improvement district or similar charges levied, assessed or imposed upon or with respect to the Real Property by any federal, state, municipal or other governments or governmental bodies or authorities (after giving effect to any tax credits, exemptions and abatements) and (ii) all taxes assessed or imposed with respect to the rentals payable hereunder other than general income and gross receipts taxes. If at any time during the term of this lease the methods of taxation prevailing on the date hereof shall be altered so that in lieu of, or as an addition to or as a substitute for, the whole or any part of such real estate taxes, assessments and special assessments now imposed on real estate, there shall be levied, assessed or imposed upon or with respect to the Real Property (A) a tax, assessment, levy, imposition, license fee or charge wholly or partially as a capital levy or otherwise on the rents received therefrom, or (B) any other such additional or substitute tax, assessment, levy, imposition, fee or charge, then all such taxes, assessments, levies, impositions, fees or charges or the part thereof so measured or based shall be deemed to be included within the term "Taxes" for the purposes hereof; provided, however, that any such taxes, assessments, levies, impositions, fees or charges which are "in addition to" (as opposed to "in lieu of" or "as a substitute for") taxes otherwise includable in this definition of Taxes shall only be deemed Taxes if such amounts, from and after the time of their imposition, shall generally be treated as Taxes in other leases entered into by Landlord and by landlords of Comparable Buildings with tenants leasing in excess of 200,000 rentable square feet. Any dispute between Landlord and Tenant as to whether any taxes, assessments, levies, impositions, fees or charges should be included in Taxes

as amounts which are includable on the basis that they are "in addition to" Taxes in accordance with the proviso at the end of the immediately preceding sentence shall be determined by expedited arbitration in accordance with the provisions of Article 37. Notwithstanding anything to the contrary contained herein, the term "Taxes" shall exclude any taxes imposed in connection with a transfer of the Real Property or any refinancing thereof, and shall further exclude any net income, franchise or "value added" tax, inheritance tax or estate tax imposed or constituting a lien upon Landlord or all or any part of the Building or the Land, except to the extent, but only to the extent, that any of the foregoing are hereafter assessed against owners or lessors of real property in their capacity as such (as opposed to any such taxes which are of general applicability) in lieu of, or as a substitute for, the whole or any part of such real estate taxes, assessments and special assessments now imposed on real estate. Notwithstanding anything to the contrary contained in this lease, if an assessed valuation of the Land or Building shall include an assessed valuation amount allocable to (x) an addition of new space in the Building (without suggesting that Landlord shall have the right to add new space to the Building without Tenant's written consent, which consent Tenant shall have the right to withhold in its sole discretion), or (x) to an addition of an amenity in the Building which is not available for the use or benefit of Tenant (without suggesting that Landlord shall have the right to add any such amenity to the Building without Tenant's written consent, which consent Tenant shall have the right to withhold in its sole discretion), or (z) a Reassessment Event, then in any such case which occurs after the date of this lease, then the computation of Taxes shall not include any amount which would otherwise constitute Taxes payable by reason of the addition of such new space or amenity or Reassessment Event, as the case may be.

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

(m) "Tenant Compliance Capital Item" shall mean any repair, replacement or alteration which should be capitalized in accordance with GAAP and which is required to comply with any Legal Requirement in respect of the Premises arising from (a) Tenant's particular manner of use of the Premises (other than arising out of the mere use of the Premises as executive and general offices or retail purposes or which are of a building wide application), (b) the particular manner of conduct of Tenant's business or operation of its installations, equipment or other property therein (other than arising out of the mere use of the Premises as executive and general offices or retail purposes or which are of a building wide application), (c) any cause or condition created by or at the instance of Tenant (other than the mere use of the Premises as executive and general offices or retail purposes or which are of a building wide application), (d) the breach of any of Tenant's obligations hereunder, or (e) the negligence of Tenant or any of its agents (provided and to the extent applicable that

Landlord has purchased the insurance required to be carried by Landlord pursuant to Article 9 and the insurance carrier fails or refuses to provide coverage with respect to such negligence, and provided further that Landlord shall file a claim with its insurance carrier for the cost of any such repair, replacement or alteration, diligently prosecute such claim and pay over to Tenant any amounts recovered from such insurance carrier in connection therewith, not to exceed the amounts actually paid by Tenant with respect to such repair, replacement or alteration); it being understood and agreed that unless the need for same arises out of one or more of the causes set forth in clauses (a) through (e) of above, the term "Tenant Compliance Capital Item" shall not include (w) structural repairs or alterations in or to the Premises (other than Leasehold Improvements), (x) repairs or alterations to the vertical portions of Building Systems or facilities serving the Premises or to any portions of Building Systems (but shall include repairs to horizontal extensions of, or Alterations to, such Building Systems or facilities that do serve the Premises, such as electrical or HVAC distribution within Office Floors), or (y) repairs or alterations to the exterior walls or the windows of the Building or the portions of any window sills outside such windows, in any such case which should be capitalized in accordance with GAAP and which are required to comply with any Legal Requirement.

(n) "Tenant-Funded Residual Cap Ex Amounts" shall mean those portions, if any, of the cost of any Landlord Compliance Capital Item or Landlord R&M Capital Item paid for by Tenant as Operating Expenses and not otherwise included in Reimbursement Operating Expenses, which is allocable to the useful life of such Landlord Compliance Capital Item or Landlord R&M Capital Item occurring after (i) the early termination of this lease (subject to the provisions of Section 3.05(b)) or (ii) the non-occurrence of the Extension Term after Tenant shall have exercised an Extension Option with respect thereto, in any of the cases described above for any reason whatsoever.

(o) "Tenant R&M Capital Item" shall mean any repair or replacement in and to the Premises which should be capitalized in accordance with GAAP arising from (a) the performance, existence or removal of Leasehold Improvements, (b) the installation, use or operation of Tenant's Property, (c) the moving of Tenant's Property in or out of the Building, (d) the act, omission (where an affirmative duty to act exists), misuse or neglect of Tenant or any of its subtenants or its or their employees, agents, contractors or invitees (provided and to the extent that Landlord has purchased the insurance required to be carried by Landlord pursuant to Article 9 and the insurance carrier fails or refuses to provide coverage with respect to such act, omission, misuse or neglect, and provided further that Landlord shall file a claim with its insurance carrier for the cost of any such repair or replacement, diligently prosecute such claim and pay over to Tenant any amounts recovered from such insurance carrier in connection therewith, not to exceed the amounts actually paid by Tenant with respect to such repair or replacement), (e) Tenant's particular manner of use of the Premises (other than arising out of the mere use of the Premises as executive and general offices or retail purpose) or (f) design flaws in any of Tenant's plans and specifications for Leasehold Improvements.

Tenant R&M Capital Item shall not include (i) repairs to or replacements of any structural elements of the Building which should be capitalized in accordance with GAAP, (ii) repairs to or replacements of the vertical portions of Building Systems or facilities serving the Premises which should be capitalized in accordance with GAAP (i.e., excluding repairs to or replacements of horizontal extensions of or Alterations to such Building Systems or facilities, such as electrical or HVAC distribution within an Office Floor) or (iii) repairs to or replacements of the exterior walls or the windows of the Building, or the portions of any window sills outside such windows, in any case except to the extent, but only to the extent, the need for such repairs or replacements arises out of one or more of the causes set forth in clauses (a) through (f) above. Furthermore, Tenant R&M Capital Item shall not include any item of repair or replacement the need for which arises from Landlord's negligence or willful misconduct (provided that Tenant has purchased the insurance required to be carried by Tenant pursuant to Article 9 and the insurance carrier fails or refuses to provide coverage with respect to such negligence, and provided further that Tenant shall file a claim with its insurance carrier for the cost of any such repair or replacement, diligently prosecute such claim and pay over to Landlord any amounts recovered from such insurance carrier in connection therewith, not to exceed the amounts actually paid by Landlord with respect to such repair, replacement or alteration), and the entire cost of any such item shall constitute a Landlord Reimbursement Item except to the extent that Tenant is paid any insurance proceeds in connection therewith.

3.02. (a) Tenant shall pay directly to the City of New York or other applicable taxing authority, as Additional Charges, an amount (herein called the "Tax Payment") equal to one hundred percent (100%) of the Taxes payable for each Tax Year or part thereof which shall occur during the term of this lease. Subject to Section 3.02(c), the Tax Payments shall be made as and when they are due and payable without penalty (but with interest to the extent permissible) to the City of New York and Tenant shall contemporaneously provide Landlord with evidence of such payment; provided, however, Tenant may pay Taxes in installments (together with interest on any deferred payments) if permitted by the applicable authorities.

(b) If Landlord or Tenant shall receive any refund or credit with respect to any Tax Payment made by Tenant, the entire amount of such refund or credit shall be payable to Tenant, except to the extent, but only to the extent, if any, that such refund or credit is with respect to Reimbursement Taxes which have been paid to Tenant.

(c) (i) Subject to compliance with the requirements of Section 3.02(c)(ii), Tenant shall have the exclusive right to seek reductions in the real estate taxes and/or the assessed valuation of the Real Property and prosecute any action or proceeding in connection therewith by appropriate proceedings diligently conducted in good faith, in accordance with the Charter and Administrative Code of New York City. Notwithstanding the foregoing, during the last two (2) years of the term of this lease (taking into account any Extension Option exercised by Tenant) Tenant shall exercise

such right with respect to said last two (2) years (herein called a "Required Cert Proceeding"); provided, however, that Tenant shall not be required to do so for any such year if Tenant obtains and provides to Landlord with respect to such year a letter from a recognized certiorari attorney or consultant that, in such person's opinion, it would not be advisable or productive to bring any such application or proceeding (without taking into account any considerations with respect to any other properties owned by Tenant or any affiliate of Tenant in the City of New York). In connection with any Required Cert Proceeding, Landlord shall have the right to attend all meetings between Tenant and Tenant's certiorari attorney and/or consultant, and Tenant shall act reasonably in accepting Landlord's recommendations in connection with any such Required Cert Proceeding. If Tenant elects to exercise such rights (or if Tenant is required to exercise such rights pursuant to the foregoing provisions of this Section), Landlord will offer no objection and, at the request of Tenant, will cooperate in all reasonable respects with Tenant in effecting any such reduction, abatement or refund. Landlord shall not be required to join in any proceedings referred to in this Section unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord or any owner of the Real Property, in which event Landlord shall join in such proceedings or permit the same to be brought in its name, subject to the following: (1) Landlord's sole obligation in that regard shall be to execute documents, and undertake other ministerial acts, which must be executed by Landlord or any owner of the Real Property (and Landlord shall never be obligated to execute any such documents unless the information set forth therein is accurate in all material respects and such documents are otherwise in form reasonably acceptable to it); (2) any document submitted by Tenant to Landlord shall be deemed accompanied by Tenant's certification that the information set forth in such document is accurate in all respects; and (3) Tenant shall indemnify, defend and save Landlord free and harmless from and against any claims, liabilities, costs and expenses (including, without limitation, reasonable counsel fees) incurred in connection with, or otherwise resulting from such proceedings (including, without limitation, those incurred in connection with, or otherwise resulting from, Landlord's execution of any such documents or Landlord's taking of any such ministerial acts).

(ii) Tenant shall have the right to contest, at its sole cost and expense, the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith, if, and only as long as:

(A) Neither the Real Property nor any part thereof, could be, by reason of such postponement or deferment, in danger of being forfeited and Landlord is not in danger of being subjected to criminal liability or penalty or civil liability or penalty by reason of nonpayment thereof, and

(B) Tenant shall have timely paid the Taxes in full prior to such challenge; provided, however, that to the extent Legal

Requirements permit Tenant to challenge any real estate taxes prior to the payment of the same, then Tenant may so challenge such Taxes prior to the payment thereof.

3.03. (a) Subject to the applicable terms and conditions of this lease, Tenant shall (or shall cause its managing agent to), at its sole cost and expense (but subject to Landlord's obligations under this Article 3), manage and operate the Real Property, pay all Operating Expenses, and, in accordance with the First-Class Landlord Standard and the maintenance program attached hereto as Exhibit C, maintain the Real Property and make repairs and replacements thereto (including, without limitation, any such repairs or replacements that constitute Landlord Compliance Capital Items or Landlord R&M Capital Items, but subject to reimbursement of all or a portion of the cost thereof in accordance with the provisions of this Article 3). Subject to the applicable terms and conditions of this lease, Tenant shall also, at its sole cost and expense (but subject to Landlord's obligations under this Article 3), provide such services to the Premises as may be required by Tenant and any persons claiming by, through or under Tenant. Tenant shall pay directly to the applicable vendors, as and when same become due and payable without penalty, the Operating Expenses incurred by Tenant in complying with its obligations under this Section 3.03(a).

(b) To the extent requested by Landlord, Tenant will schedule meetings with Landlord at the Building (but not more frequently than once per month) in which Tenant (and/or Tenant's managing agent) will advise Landlord as to matters related to the management, operation and maintenance of the Building. Furthermore, Landlord and persons authorized by Landlord shall have the right, at scheduled times to be mutually agreed to by Tenant and Landlord (but not more frequently than once per month) or in the case of an emergency, to enter and/or pass through the Premises to inspect the Premises provided Landlord shall use reasonable efforts to minimize any interference with Tenant's business operations and shall be accompanied by a designated representative of Tenant if Tenant shall have made such representative available. Notwithstanding the foregoing, Landlord acknowledges that Tenant may, from time to time, have certain security or confidentiality requirements such that portions of the Premises shall be locked and/or inaccessible to persons unauthorized by Tenant and such areas will not be made available to Landlord except in the case of an emergency. The provisions of this Section 3.03(b) shall not restrict Landlord's right to access the Premises in accordance with Section 16.01 and Section 16.02.

(c) Tenant shall not place or install (or permit to be placed or installed) any plaque or signage of any kind at the Real Property that identifies the managing agent for the Real Property.

(d) In connection with the anticipated expiration of the current management contract for the Building in calendar year 2006, if Tenant request proposals from unaffiliated third parties respecting the management of the Building (whether by

itself or as part of a portfolio of properties), Tenant shall invite Landlord to participate in the bid process but shall have no obligation whatsoever to select Landlord.

(e) Tenant hereby covenants that all service, supply, management, leasing, franchise, maintenance, security, and all other agreements or contracts (including any amendment, modification, or amendment and restatement of any of the foregoing) entered into in connection with the use, operation, management, leasing, maintenance, and repair of the Real Property (but excluding any contract or agreement that would solely relate to Tenant's premises if the Amended and Restated Lease was in effect) and in effect during the year immediately preceding the day following the Surrender Date, shall be terminable by Tenant on no more than thirty (30) days prior notice.

3.04. (a) Except in the case of an emergency, or as otherwise may be required by Legal Requirements, Tenant, before proceeding with any repair, alteration or improvement which Tenant intends to treat as an Extended Landlord Capital Item, shall give a notice to Landlord (herein called an "Extended Landlord Capital Item Notice"), setting forth (i) an explanation of the facts which lead Tenant to determine that a first-class owner of a Comparable Building would perform such Extended Landlord Capital Item at such time (herein called the "First-Class Landlord Standard"), (ii) the estimated cost of such Extended Landlord Capital Item (herein called the "Extended Item Cost"), and (iii) Tenant's determination of the useful life of such Extended Landlord Capital Item (herein called the "Useful Life Estimate"). If Tenant proceeds to perform an Extended Landlord Capital Item on an emergency basis or as otherwise set forth above, Tenant shall promptly give an Extended Landlord Capital Item Notice in connection therewith. Landlord shall have the right, which may be exercised within ten (10) Business Days following the giving of an Extended Landlord Capital Item Notice, to give a notice to Tenant (herein called an "Extended Item Dispute Notice"), disputing (i) that the First-Class Landlord Standard has been met, (ii) the Extended Item Cost and/or (iii) the Useful Life Estimate. In the event that Landlord fails to give an Extended Item Dispute Notice within such ten (10) Business Day period, Tenant shall have the right to give a second notice to Landlord, which notice shall state that if Landlord fails to give an Extended Item Dispute Notice within five (5) Business Days after the giving of such second notice to Tenant, time being of the essence with respect to the giving of the Extended Item Dispute Notice, then Landlord shall be deemed to have waived its right to dispute the three items set forth in the Extended Landlord Capital Item Notice. In the event that Landlord fails to give an Extended Item Dispute Notice within such five (5) Business Day period, or in the event that Landlord gives a timely Extended Item Dispute Notice which fails to dispute one or more of the three items set forth in the Extended Landlord Capital Item Notice, Landlord shall be deemed to have waived its right to dispute either all of such items or the items which Landlord failed to dispute in its Extended Item Dispute Notice, as the case may be. If Tenant shall in good faith competitively bid the Extended Landlord Capital Item to at least three (3) independent non-affiliated bidders (but Tenant shall have no obligation hereunder to bid such work)

and include all such bids with the Extended Landlord Capital Item Notice, the next-to-lowest bid obtained shall be deemed to be reasonably prudent and economical (provided however that, subject to Landlord's dispute rights set forth herein, it shall not be construed that a bid that is higher than such next-to-lowest bid is automatically deemed not to be reasonably prudent or economical). Tenant shall have the right, subject to the provisions of Article 11 and the provisions of this Section 3.04 setting forth Landlord's dispute rights, to proceed with the performance of an Extended Landlord Capital Item notwithstanding that Landlord may have given an Extended Item Dispute Notice and the dispute set forth therein has not been resolved, or prior to the expiration of the time period in which Landlord has the right to give an Extended Item Dispute Notice.

(b) If Landlord gives a timely Extended Item Dispute Notice and the parties are unable to resolve the dispute within five (5) Business Days after the giving of the Extended Item Dispute Notice, either party, at any time thereafter, may submit the dispute to a binding, expedited arbitration in accordance with the provisions of Article 37. If an arbitrator appointed in accordance with Article 37 determines that Tenant failed to meet the First-Class Landlord Standard and that the repair, improvement or alteration in question was unnecessary, then the repair, improvement or alteration in question shall not be treated as an Extended Landlord Capital Item, and Landlord shall not be required to reimburse Tenant for any portion of the cost of such repair, improvement or alteration. If an arbitrator appointed in accordance with Article 37 determines that Tenant failed to meet the First-Class Landlord Standard, but that a less expensive repair, improvement or alteration would have been made by a first-class owner of a Comparable Building, then such arbitrator shall set an Extended Item Cost and Useful Life Estimate to be used by the parties to calculate the appropriate amount of Reimbursement Operating Expenses in connection therewith. If an arbitrator appointed in accordance with Article 37 determines that Tenant succeeded in meeting the First-Class Landlord Standard, but disagrees with the Extended Item Cost and/or the Useful Life Estimate contained in the Extended Landlord Capital Item Notice, then such arbitrator shall set an Extended Item Cost and/or Useful Life Estimate to be used by the parties to calculate the appropriate amount of Reimbursement Operating Expenses in connection therewith.

(c) With respect to any repair, alteration or improvement performed by Tenant which is treated as an Extended Landlord Capital Item, Tenant shall provide to Landlord, within a reasonable time after completion of such repair, alteration or improvement, (i) reasonable evidence of payment in full for such repair, alteration or improvement together with an amortization schedule for such item prepared in accordance with Section 3.01(i)(1), (ii) copies of any sign-offs required to be issued by the New York City Department of Buildings in connection therewith, (iii) lien waivers from the contractors who shall have performed such repair, alteration or improvement, and (iv) a certificate signed by Tenant's architect certifying as to the completion of same; provided however that Landlord's obligation to pay any Landlord Reimbursement Amounts payable by Landlord hereunder with respect to any such repair, alteration or

improvement shall not be conditioned upon Landlord's receipt of any of the foregoing items.

3.05. (a) At any time from and after the Expiration Date (or in the case Tenant exercises the Surrender Option, at any time following the Surrender Date with respect to the portion of Landlord Reimbursement Amounts that are allocable to the Surrender Space, or in the case Tenant exercises an Extension Option for less than the entire Premises, at any time following the commencement date of the applicable Extension Term with respect to the portion of Landlord Reimbursement Amounts that are allocable to the portion of the Premises that was not extended), Tenant shall have the right to issue invoices to Landlord for Landlord Reimbursement Amounts (each, a "Landlord Reimbursement Notice"). Subject to the provisions of Section 3.04 and this Section 3.05, Landlord shall pay to Tenant the Landlord Reimbursement Amounts shown on any Landlord Reimbursement Notice within twenty (20) days after the giving of such Landlord Reimbursement Notice. Subject to the provisions of Section 3.04 and this Section 3.05, in the event that Landlord fails to pay any Landlord Reimbursement Amounts within such twenty (20) day period, such Landlord Reimbursement Amounts shall bear interest at the Interest Rate from the date on which the Landlord Reimbursement Notice is deemed given in accordance with the provisions of Article 29.

(b) In the event that this lease shall be terminated under the provisions of Article 22, or in the event that Landlord shall reenter the Premises under the provisions of Article 23, or in the event of the termination of this lease, or of reentry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, any Landlord Reimbursement Amounts that are then or shall thereafter become due and payable to Tenant hereunder shall be applied as a credit against any sums, including, without limitation, damages, due Landlord hereunder (but only to the extent that Landlord otherwise recovers the full measure of the damages to which it is entitled under this lease).

(c) Landlord shall have the right, upon reasonable prior notice to Tenant, which may be given by Landlord within ninety (90) days following the giving of a Landlord Reimbursement Notice (such notice being herein called the "Audit Notice"; and such period being herein called the "Audit Period"), to have Landlord's designated Audit Representative (as designated in such Audit Notice) examine Tenant's books and records (collectively "Records") with respect to the Landlord Reimbursement Item set forth in such Landlord Reimbursement Notice (provided that any such audit shall be completed within the Audit Period) at a location designated by Tenant, and, within ten (10) Business Days after completion of such audit (herein called the "Dispute Period"), to give a notice to Tenant (herein called a "Reimbursement Dispute Notice"), time being of the essence with respect to the giving of both the Audit Notice and the Reimbursement Dispute Notice, disputing (i) the appropriateness of any Landlord Reimbursement Item set forth in a Landlord Reimbursement Notice or (ii) the calculation of any Landlord Reimbursement Amount set forth in any Landlord Reimbursement

Notice; provided, that, in no event shall Landlord be entitled to dispute any matter relating to any Extended Landlord Capital Item that Landlord was entitled to dispute under Section 3.04 and which Landlord did not dispute, was deemed to have waived or was otherwise resolved in Tenant's favor. For example and without limitation, if Landlord failed to dispute an Extended Item Cost set forth in a Extended Landlord Capital Item Notice, Landlord shall only have the right to dispute that portion of such Extended Item Cost set forth in a Landlord Reimbursement Notice that exceeds the Extended Item Cost set forth in the Extended Landlord Capital Item Notice for the particular item in question. In making such examination, Landlord agrees, and shall cause its Audit Representative to agree, to keep confidential (A) any and all information contained in such Records and (B) the circumstances and details pertaining to such examination and any dispute or settlement between Landlord and Tenant arising out of such examination, except as may be required (1) by applicable Legal Requirements or (2) by a court of competent jurisdiction or arbitrator or in connection with any action or proceeding before a court of competent jurisdiction or arbitrator, or (3) to Landlord's attorneys, accountants and other professionals in connection with any dispute between Landlord and Tenant; and Landlord will confirm and cause its Audit Representative to confirm such agreement in a separate written agreement, if requested by Tenant. In the event that Landlord fails to give a timely Reimbursement Dispute Notice, or gives a timely Reimbursement Dispute Notice which fails to dispute one or more of the items set forth in the Landlord Reimbursement Notice, Landlord shall be deemed to have waived its right to dispute either all of such items or the items which Landlord failed to dispute in its Reimbursement Dispute Notice (the "Undisputed Items"), as the case may be, and notwithstanding the delivery by Landlord of a Reimbursement Dispute Notice, Landlord shall pay the Landlord Reimbursement Amounts with respect to any Undisputed Items within the period required by Section 3.05(a). If Landlord gives a timely Reimbursement Dispute Notice and the parties are unable to resolve the dispute within five (5) Business Days after the giving of the Reimbursement Dispute Notice, either party, at any time thereafter, may submit the dispute to a binding, expedited arbitration in accordance with the provisions of Article 37. For purposes hereof, the term "Audit Representative" shall mean either (x) a firm of Certified Public Accountants licensed to do business in the State of New York and having not less than ten (10) partners, principals or members, (y) an employee of Landlord or (z) a locally-recognized professional having not less than ten (10) years of expertise in reviewing and/or auditing operating expense statements of first-class office buildings in midtown Manhattan. The Audit Representative shall not be retained by Landlord on a contingency fee basis.

(d) If and to the extent that (x) Landlord shall fail to pay any Landlord Reimbursement Amount within the Audit Period and Landlord shall not have given a timely Audit Notice in connection therewith, or (y) Landlord shall fail to pay any Landlord Reimbursement Amount within the Dispute Period and Landlord shall not have given a timely Reimbursement Dispute Notice in connection therewith, or (y) Tenant shall prevail in any arbitration with respect to any Landlord Reimbursement Amount and Landlord fails to pay such sum within twenty (20) days thereafter, then to the extent

applicable, Tenant shall have the right to offset such Landlord Reimbursement Amount against the rent thereafter coming due under the Amended and Restated Lease, together with interest at the Interest Rate from the date of the Landlord Reimbursement Notice until the date such offset is taken.

(e) In addition to any other right herein set forth Tenant shall have the right to pursue all rights and remedies available to it under this lease, at law or in equity arising of Landlord's failure to make such payments of Landlord Reimbursement Amounts on a timely basis.

3.06. The obligations of Landlord and Tenant under this Article 3 shall survive the expiration or earlier termination of this lease as well as the restatement of this lease pursuant to the Amended and Restated Lease.

ARTICLE 4

Surrender Option

4.01. Upon not less than fifteen (15) months prior written notice to Landlord (each herein called a "Surrender Notice") which may be given one or more times during the period commencing on September 20, 2009 up to and including September 30, 2011 (herein called the "Surrender Notice Period"), Tenant may elect to surrender portions of the Premises (each such portion of the Premises so surrendered is herein called "Surrender Space") consisting of two (2) or more full Office Floors on or above the 6th floor of the Building and containing not more than 280,326 rentable square feet in the aggregate, all of which shall consist of full Office Floors. For example and without limitation, Tenant may initially elect to surrender three full Office Floors containing 90,510 rentable square feet of the Premises, and thereafter send one or more Tranche 1 Surrender Notices during the Surrender Notice Period surrendering additional full Office Floors (but not less than two (2) full Office Floors in any Surrender Notice) comprising up to an additional 189,816 rentable square feet (i.e., the Surrender Space shall not exceed 280,326 rentable square feet in the aggregate, inclusive of any space surrendered under the Original Lease). Any Surrender Notice shall identify the Surrender Space and indicate the date on which such Surrender Space will be surrendered, which date(s) may be no earlier than December 20, 2010, no later than December 31, 2012 and must correspond with the last day of a month (any such date is herein called a "Surrender Date"). Any Surrender Space that is identified in a particular Surrender Notice must be contiguous but such space need not be contiguous with any Surrender Space identified in a subsequent Surrender Space Notice; provided, that, Tenant shall give consideration to keeping Surrender Space contiguous within all or any of the four elevator banks but shall have absolutely no obligation whatsoever to do so. Notwithstanding any of the foregoing, or anything to the contrary contained in the Amended and Restated Lease, if all or any portion of the Surrender Space or Building Systems which service the Surrender Space shall be partially or totally damaged or

destroyed by fire or other casualty prior to the Surrender Date, then the Surrender Date with respect to any full floor portion of the Surrender Space so affected shall be postponed until such time as Tenant fully satisfies its restoration obligations with respect thereto in accordance with Section 19.02 and such affected portion of the Surrender Space is no longer untenable (as such term is defined in Section 19.04.)

4.02. In the event of the giving of any Surrender Notice and provided the Surrender Fee has been paid to Landlord in accordance with Section 4.04, then, effective as of the Surrender Date:

(a) this lease shall automatically, without further action or execution by the parties, be deemed to be restated and amended as of the Surrender Date, to reflect all of the terms and conditions set forth in the form of Restated and Amended Lease annexed hereto as Exhibit J (the "Amended and Restated Lease") modified only to complete, in accordance with the terms hereof, those items left blank by necessity on the Amended and Restated Lease, such as the description of the Premises, Tenant's Share and the amount of Fixed Rent. Upon the request of either party, Landlord and Tenant shall sign and deliver the Amended and Restated Lease annexed hereto, with the completion of items as aforesaid; provided, however, that without limiting the remedies available to either party for the other party's failure or refusal to so sign and deliver said Amended and Restated Lease, such failure by either party shall not in any way affect the aforesaid automatic restatement and amendment of this lease;

(b) Tenant shall surrender the Surrender Space in the condition required under Section 21.01 together with all equipment, tools and supplies then currently used in the operation of the Real Property (as opposed to those used in the operation of Tenant's business at the Premises) as well as all lobby fixtures (but excluding any art work). Upon reasonable request by Landlord, Tenant shall execute and deliver to Landlord any instrument reasonably requested by Landlord to evidence the transfer of Tenant's right, title and interest in any such equipment, tools, supplies and fixtures (collectively, "ETS&F") to Landlord; it being understood and agreed that Tenant is not making any guarantees, representations or warranties with respect to the ETS&F and Landlord shall accept the ETS&F "as is" and with all faults and defects and without any liability to Tenant whatsoever with respect thereto. However, to the extent assignable and in Tenant's possession, on or prior to the Surrender Date, Tenant shall deliver to Landlord all third party guaranties, warranties and manuals relating to the ETS&F. Tenant shall be entitled to retain the use of any horizontal and vertical cabling, conduit and/or any mechanical and electrical equipment located in the common and/or non-rentable areas of the Building (or such other areas outside of the common and/or non-rentable areas of the Building so long as same do not adversely affect the use of the Surrender Space) which is used in operating the portion of the Premises not so surrendered; and

(c) Tenant shall, at its sole cost and expense (but subject to its right to off-set the cost thereof against the Surrender Fee in accordance with Section 4.04), install separate submeters (i) on each Office Floor of the Building and any equipment that exclusively services any such Office Floor, and (ii) for each separately demised retail and licensed space in or on the Building and any equipment that exclusively services any such areas, so that consumption of electricity in the Building can be measured (i) on a floor by floor basis with respect to each Office Floor and (ii) separately for each separately demised retail and licensed space in or on the Building, all in substantial conformance with the methodology set forth in that certain Comprehensive Sub-Metering System Installation Proposal dated April 6, 2005 from MCE Metering Services, Inc. or such other reasonable system recommended by Landlord provided the cost to install and implement such system does not exceed \$500,000 unless Landlord agrees to incur such excess cost and such system provides equal or better functionality at similar on-going operating costs (such work herein called the "Submetering Work", and the cost thereof is herein called the "Submetering Cost").

4.03. Landlord and Tenant agree that, as of expiration of the term of this lease or as of the Surrender Date, as applicable, Landlord may either (x) offer the same employment by Landlord (or by the property manager engaged by Landlord) to any or all employees set forth on Schedule 2 (as such list may be updated from time to time by Tenant so as to appropriately reflect the employees employed as of the end of the term of this lease or as of the Surrender Date, as the case may be) who are union employees under their then current employment contracts or agreements, including any collective bargaining agreements or (y) terminate the employment of any or all such employees at the Real Property; provided, that, Landlord shall give consideration to (but in no event be bound by) the recommendations of Tenant with respect to the retention of any such employees. Landlord acknowledges that, (i) if Landlord terminates any of such union employees or (ii) if Landlord terminates any of the cleaning contractor, building engineer or carpenter of the Building or requires those companies to reduce their employees at the Real Property from those listed on Schedule 2 and, as a result, any of the union employees engaged by such companies are terminated, then certain termination benefits may be payable with respect to such terminated employees. Landlord agrees that it shall be liable for the payment of all such termination benefits and hereby agrees to indemnify and hold harmless Tenant and any other Tenant Party from and against any loss, cost, damage, liability or expense (including, without limitations, reasonable attorneys' fees, court costs and disbursements) incurred by Tenant or any other Tenant Party arising from or by reason of Landlord's failure to pay such termination benefits as and when due and payable; provided, that, Tenant shall be responsible for the payment of termination benefits payable to any of such employees who provided services that solely benefited Tenant (as opposed to the Building or Real Property as a whole), and Tenant shall indemnify and hold Landlord harmless from and against any loss, cost, damage, liability or expense (including, without limitations, reasonable attorneys' fees, court costs and disbursements) incurred by Landlord arising from or by reason of Tenant's failure to pay such termination benefits as and when due and payable. Notwithstanding anything to the

contrary contained in this Section 4.03, Landlord and Tenant agree that Tenant shall not have any liability hereunder with respect to the termination of employment of any employees who do not spend the predominance of their time providing services to the base building operations at the Real Property.

4.04. As a condition to the effectiveness of the exercise of the Surrender Option and the termination of this lease as it relates to the Surrender Space as of the Surrender Date, Tenant shall pay to Landlord an amount equal to (1) the product of (x) the then annual Fixed Rent per rentable square foot attributable to the Surrender Space, and (y) the rentable square feet of the Surrender Space, less (2) the Submetering Cost (not to exceed \$500,000.00) (such amount is herein called the "Surrender Fee"). One-half of the Surrender Fee (without taking into account the off-set of the Submetering Cost) shall be payable by Tenant to Landlord upon the exercise of the Surrender Option and the other half (after taking into account the off-set of the Submetering Cost) upon the Surrender Date. To the extent the Submetering Cost is not fully applied against the Surrender Fee as of the Surrender Date (i.e., the Submetering Cost, subject to the \$500,000.00 cap, exceeds the Surrender Fee, such excess herein called "Unapplied Submetering Cost"), the Unapplied Submetering Cost may be offset against the Surrender Fees payable under the Amended and Restated Lease with respect to all additional Tranche 1 Surrender Space and Tranche 2 Surrender Space (as such terms are defined in the Amended and Restated Lease). The Surrender Fee shall be accounted for by the parties and considered for all purposes as a fee for the termination of this lease as it relates to the Surrender Space and not as payment or consideration for the use or occupancy of the Premises. Landlord shall have the right to dispute the amount of Submetering Cost as being prudent (but not the scope of the Submetering Work set forth in Section 4.02(c)) and economical by submitting the matter to a binding, expedited arbitration in accordance with the provisions of Article 37. If Tenant shall in good faith competitively bid the Submetering Work to at least three (3) independent non-affiliated bidders (but Tenant shall have no obligation hereunder to bid such work), the next-to-lowest bid obtained shall be deemed to be reasonably prudent and economical (provided however that, subject to Landlord's dispute rights set forth herein, it shall not be construed that a bid that is higher than such next-to-lowest bid is automatically deemed not to be reasonably prudent or economical).

4.05. The provisions of this Article 4 shall survive the termination of this lease and of any restatement of this lease into the Amended and Restated Lease.

ARTICLE 5

Subordination

5.01. Subject to the provisions of any Conforming SNDA between Tenant and any Superior Mortgagee, this lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to all mortgages which may now or hereafter affect

the Premises, whether or not such mortgages shall also cover other lands and/or buildings and/or leases, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such mortgages and spreaders and consolidations of such mortgages. Any mortgage to which this lease is, at the time referred to, subject and subordinate is herein called "Superior Mortgage" and the holder of a Superior Mortgage is herein called "Superior Mortgagee".

5.02. Landlord hereby represents and warrants that there is no Superior Mortgage as of the date hereof.

5.03. (a) Intentionally Omitted.

(b) With respect to any and all future Superior Mortgages, the provisions of Section 5.01 shall be conditioned upon the execution and delivery by and between Tenant and any such Superior Mortgagee of a subordination, non-disturbance and attornment agreement substantially in the form of Exhibit D annexed hereto with respect to a Superior Mortgagee (herein called a "Superior Mortgagee SNDA Agreement") with such commercially reasonable modifications as such Superior Mortgagee shall require, provided that such modifications do not increase Tenant's monetary obligations as set forth in this lease or in Exhibit D, modify the term of this lease, or otherwise increase Tenant's obligations or liabilities or decrease or adversely affect Tenant's rights as set forth in this lease or in Exhibit D to more than a de minimis extent. Any dispute by Tenant that the form of the Superior Mortgagee SNDA Agreement utilized by the Superior Mortgagee does not meet the requirements set forth in this Section 5.03(b) shall be resolved by arbitration pursuant to Article 37.

5.04. Tenant's interest in this lease, as this lease may be modified, amended, restated or supplemented, shall not be subject or subordinate to any other lease respecting all or any portion of the Real Property, including, without limitation, any ground leases.

ARTICLE 6

Quiet Enjoyment

6.01. So long as Tenant is not in default hereunder beyond the expiration of any applicable notice and cure periods, Tenant shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection or molestation by Landlord or any person lawfully claiming through or under Landlord, subject, nevertheless, to the provisions of this lease and to Superior Mortgages. This covenant shall be construed as a covenant running with the Land, and is not, nor shall it be construed as, a personal covenant of Landlord, except to the extent of Landlord's interest in the Real Property and only so long as such interest shall continue, and thereafter Landlord shall be relieved of

all liability hereunder thereafter arising and this covenant shall be binding only upon subsequent successors in interest of Landlord's interest in this lease, to the extent of their respective interests, as and when they shall acquire the same, and so long as they shall retain such interest, but nothing contained herein shall be deemed to relieve Landlord of any liability of Landlord which has accrued or arisen through the date on which Landlord transfers its interest in the Premises to a third party.

ARTICLE 7

Assignment, Subletting and Mortgaging

7.01. Subject to the provisions of this Article 7, Tenant may (a) assign or otherwise transfer this lease or the term and estate hereby granted without Landlord's consent, provided that no assignee of this lease shall be a person that is entitled to sovereign immunity, and/or (b) for so long as a Citibank Tenant is the tenant under this lease (but not otherwise), mortgage, pledge, encumber or otherwise hypothecate this lease or the Premises or any part thereof in any manner whatsoever (including, without limitation, entering into any Leasehold Mortgage) without Landlord's consent and/or (c) sublet the Premises or any part thereof (including, without limitation, any portion of the roof) and allow the same to be used, occupied and/or utilized by anyone other than Tenant at any time and from time to time without Landlord's consent, provided and upon the condition that (i) this lease is in full force and effect, (ii) the sublease conforms with the provisions of Sections 7.06 and 7.07, (iii) no subtenant shall be a person that is entitled to sovereign immunity and (iv) no sublease shall be for a Prohibited Use. A list of subleases and other third party agreements that encumber the Real Property as of the date hereof is attached hereto as Schedule 3 (herein called "Current Occupancy Agreements"). Landlord acknowledges that Tenant is entitled to all revenue generated from the Current Occupancy Agreements as well as from any other subleases, licenses, assignments or other agreements entered into by Tenant during the term of this lease with respect to all or any portion of the Real Property and Tenant acknowledges that it is responsible for all obligations of the lessor under the Current Occupancy Agreements, whether arising before or after the date of this lease. Anything contained in this Article 7 to the contrary notwithstanding, in no event shall Tenant or any subtenant (of any tier) of Tenant market all or any portion of the Office Floors to third parties for sublease, nor enter into any third-party sublease of all or any portion of an Office Floor for the twelve (12) month period commencing immediately after (a) the date on which the Surrender Notice was given and/or (b) the date on which an Extension Election Notice with respect to the Option Two Extension Premises or the Option Three Extension Premises was given; it being understood and agreed that the foregoing shall not apply to any subleases to Affiliates of Tenant or with respect to any of the Current Occupancy Agreements.

7.02. For purposes of this lease, the following terms shall have the following meanings:

"Affiliate" shall mean, with respect to any person or entity, any other person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the person or entity in question.

"control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, a person shall be deemed to have "control" of a public corporation if it is the largest shareholder of such corporation and owns or has voting control over not less than twenty-five percent (25%) of all of the then voting stock of such corporation.

"Corporate Successor" shall mean either (i) any corporation or other entity which is a successor to a Citibank Tenant by merger, consolidation or reorganization or (ii) a purchaser of all or substantially all of the assets of a Citibank Tenant.

"Named Tenant" shall mean Citibank, N.A.

"Citibank Tenant" shall mean any tenant under this lease from time to time that is either (i) the Named Tenant, (ii) an Affiliate of the Named Tenant, (iii) an immediate or remote Corporate Successor of either the Named Tenant or an Affiliate of the Named Tenant or (iv) an Affiliate of any such immediate or remote Corporate Successor.

7.03. If this lease be assigned, Landlord may collect rent from the assignee. If the Premises or any part thereof are sublet or used or occupied by anybody other than Tenant, whether or not in violation of this lease, Landlord may, after Tenant has defaulted in its obligations hereunder beyond notice and the expiration of any applicable cure periods, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected to the Fixed Rent and Additional Charges herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 7.01 or any other provision of this lease, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance by Tenant of Tenant's obligations under this lease.

7.04. Any assignment or transfer of this lease shall be made only if, and shall not be effective until, the assignee (except in the case where Tenant and such assignee are the same legal entity) shall execute, acknowledge and deliver to Landlord an agreement whereby the assignee shall assume, from and after the effective date of such assignment (or, in the case of an entity which has purchased all or substantially all of Tenant's assets or which is a successor to Tenant by merger, acquisition, consolidation or change of control, from and after the Commencement Date) the obligations of this lease

on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions of this Article 7 shall, notwithstanding such assignment or transfer, continue to be binding upon such assignee in respect of all future assignments and transfers. The Named Tenant and any subsequent assignor of this lease covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this lease, and notwithstanding the acceptance of any of the Fixed Rent and/or Additional Charges by Landlord from an assignee, transferee, or any other party, the Named Tenant (and any subsequent assignor of this lease) shall remain fully liable for the payment of the Fixed Rent and Additional Charges and for the other obligations of this lease on the part of Tenant to be performed or observed.

7.05. (a) The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant and the due performance of the obligations of this lease on Tenant's part to be performed or observed shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Landlord extending the time of, or modifying any of the obligations of, this lease, or by any waiver or failure of Landlord to enforce any of the obligations of this lease; provided however, that in the case of any modification of this lease after an assignment of this lease which increases the obligations of or decreases the rights of Tenant, the Named Tenant and any subsequent assignor of this lease shall not be liable for any such increase or decrease unless it has given its written consent thereto (which consent may be granted or withheld in such party's sole discretion), provided and on the condition that the Tenant under this lease at the time of such modification is not an Affiliate of the Named Tenant or such subsequent assignor, as the case may be, and Landlord has been notified in writing thereof. Citibank, N.A. hereby expressly waives the right to assert any legal or equitable principle that would permit Citibank, N.A. to claim that it is not primarily liable as Tenant under this lease at any time following an assignment of this lease by Citibank, N.A., except to the extent Landlord agreed in writing to release Citibank, N.A. from liability under this lease or otherwise agreed in writing that Citibank, N.A. would not be primarily liable under this lease; it being understood and agreed that the foregoing shall not vitiate the provisions of the preceding sentence respecting any modification of this lease made after an assignment of this lease.

(b) Except as otherwise provided in this Article, the listing of any name other than that of Tenant, whether on the doors of the Premises or the Building directory, or otherwise, shall not operate to vest any right or interest in this lease or in the Premises.

(c) Any assignment, sublease, license or other transfer, and any mortgage, pledge, encumbrance or other hypothecation, made in violation of the provisions of this Article 7 shall be null and void.

7.06. No sublease shall be for a term (including any renewal rights contained in the sublease) extending beyond the Expiration Date.

7.07. With respect to each and every sublease or subletting under the provisions of this lease entered into after the date hereof (other than the Current Occupancy Agreements, including any amendments or modifications thereto, whether entered into prior to, or following, the date hereof), it is further agreed that:

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

(b) Each such sublease shall provide that, subject to the provisions of any Landlord's Nondisturbance Agreement between Landlord and the subtenant thereunder, such sublease shall be subject and subordinate to this lease and to any 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, 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 (i) liable for any previous act or omission of Tenant under such sublease, (ii) subject to any credit, offset, claim, counterclaim, demand or defense which such subtenant may have against Tenant, (iii) bound by any previous modification of such sublease not consented to by Landlord or by any previous payment of any amount due under this lease more than one (1) month in advance of the due date thereof, (iv) bound by any covenant of Tenant to undertake or complete any construction of the Premises or any portion thereof, (v) required to account for any security deposit of the subtenant other than any security deposit actually delivered to Landlord by Tenant, (vi) responsible for any monies (including without limitation any work allowance) owing by Tenant to the credit of subtenant, (vii) bound by any obligation to make any payment to such subtenant or grant any credits, except for services, repairs, maintenance and restoration provided for under the sublease to be performed after the date of such attornment, or (viii) required to remove any person occupying the Premises or any part thereof (the matters described in the foregoing clauses (i) through (viii) being herein collectively called the "Excluded Obligations");

(c) The provisions of Section 18.02 shall apply in connection with any claim made by any subtenant against Landlord or any Landlord Party in connection with the Excluded Obligations; and

(d) Each sublease shall provide that the subtenant may not assign its rights thereunder or further sublet the space demised under the sublease, in whole or in part, except in compliance with all of the terms and provisions of this Article 7. A sublease meeting all of the requirements set forth in this Section is herein called a "Sublease Document".

7.08. Each subletting shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this lease. Tenant shall and will remain

fully liable for the payment of the Fixed Rent and Additional Charges due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this lease on the part of Tenant to be performed and all acts and omissions of any licensee or subtenant or anyone claiming under or through any subtenant which shall be in violation of any of the obligations of this lease, and any such violation shall be deemed to be a violation by Tenant. Tenant further agrees that notwithstanding any such subletting, no other and further subletting of the Premises by Tenant or any person claiming through or under Tenant shall or will be made except upon compliance with and subject to the provisions of this Article.

7.09. (a) For purposes hereof, the term "Landlord's Non-Disturbance Agreement" shall mean a Non-Disturbance Agreement substantially in the form annexed hereto as Exhibit G.

(b) Landlord shall, within ten (10) Business Days after Tenant's request accompanied by an executed counterpart of a Qualifying Sublease, deliver a Landlord's Non-Disturbance Agreement to Tenant and the subtenant under such Qualifying Sublease.

(c) For purposes hereof, the term "Qualifying Sublease" shall mean a direct sublease:

(i) which is with a subtenant which is not entitled to sovereign immunity, and whose intended use of the Premises, or the relevant part thereof, will not violate the terms of this lease and is in keeping with the standards of the Building which are consistent with first class office buildings located in Manhattan that are comparable to the Building (herein called "Comparable Buildings");

(ii) which is with a subtenant which has, or whose guarantor of such subtenant's obligations under such Qualifying Sublease (which guarantee shall be in a form reasonably acceptable to Landlord) has, as of the date of execution of such Qualifying Sublease, a net worth, exclusive of good will, computed in accordance with GAAP, equal to or greater than ten (10) times the annual Minimum Sublease Rent and Landlord has been provided with proof thereof reasonably satisfactory to Landlord;

(iii) which meets all of the applicable requirements of this Article 7 (including, without limitation, the provisions of Section 7.07);

(iv) which demises not less than one full Office Floor; provided, that the requirements of this subclause (iv) shall not apply in the case of any retail space, the cafeteria and/or fitness center;

(v) which is for a sublease term of not less than five (5) years;

(vi) which provides for rentals which on a rentable square foot basis are equal to or in excess of the Fixed Rent, Operating Expenses and Net Taxes Additional Charges for such period (herein called the "Minimum Sublease Rent"), or, in the alternative, provides for a rental rate that is less than the Minimum Sublease Rent, but will automatically be increased to an amount that is equal to all of the same economic terms and conditions (including, without limitation, Fixed Rent, Operating Expenses and Net Taxes Additional Charges) that would have been applicable as between Landlord and Tenant hereunder with respect to the space demised by such Qualifying Sublease for the period commencing on such date of attornment and ending on the expiration date of such Qualifying Sublease; and

(vii) grants to the subtenant no greater rights and imposes on the subtenant no lesser obligations than the rights granted to and obligations imposed on Tenant, respectively, pursuant to the form of Amended and Restated Lease, grants no lesser rights to Tenant, as sublessor, and imposes no greater obligations on Tenant, as sublessor, than the rights granted to and obligations imposed on Landlord pursuant to the form of Amended and Restated Lease.

ARTICLE 8

Compliance with Laws -----

8.01. Each of Tenant and Landlord shall give prompt notice to the other of any notice it receives of the violation of any Legal Requirements with respect to the Premises or the use or occupancy thereof. Tenant shall be responsible for compliance with all Legal Requirements in respect of the Real Property, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen; provided, however, Landlord shall be responsible for any such compliance as it relates to Landlord's Restoration Obligations, if any, under Article 19. Tenant shall pay all the reasonable out-of-pocket costs and all the reasonable out-of-pocket expenses, and all the fines, penalties and damages which may be imposed upon Landlord by reason of or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Section 8.01. However, Tenant need not comply with any such Legal Requirement so long as Tenant shall be contesting the validity thereof, or the applicability thereof to the Premises, in accordance with Section 8.02. Landlord shall pay all the reasonable out-of-pocket costs and all the reasonable out-of-pocket expenses, and all the fines, penalties and damages which may be imposed upon Tenant by reason of or arising out of Landlord's failure to fully and promptly comply with and observe the provisions of this Section 8.01. However, Landlord need not

comply with any such Legal Requirement so long as Landlord shall be contesting the validity thereof, or the applicability thereof to the Premises, in accordance with Section 8.02.

8.02. (a) Tenant, at its expense, after notice to Landlord, may contest, by appropriate proceedings prosecuted diligently and in good faith, the validity, or applicability to the Premises, of any Legal Requirement, provided that (a) Landlord shall not be subject to a bona fide threat of criminal penalty or to prosecution for a crime, or any other fine or charge (unless Tenant agrees in writing to indemnify, defend and hold Landlord harmless from and against such non-criminal fine or charge), nor shall the Premises or any part thereof, be subject to a bona fide threat of being condemned or vacated, nor shall the Building or Land, or any part thereof, be subjected to a bona fide threat of any lien (unless Tenant shall remove such lien by bonding or otherwise) or encumbrance, by reason of non-compliance or otherwise by reason of such contest; (b) except as otherwise provided in this Section 8.02, before the commencement of such contest, Tenant shall furnish to Landlord a cash deposit or other security in amount, form and substance reasonably satisfactory to Landlord and shall indemnify Landlord against the reasonable cost thereof and against all liability for damages, interest, penalties and expenses (including reasonable attorneys' fees and expenses), resulting from or incurred in connection with such contest or non-compliance (provided, however, that Tenant shall not be required to furnish any such cash deposit or other security if Tenant is a Citibank Tenant or if a non-Citibank Tenant or the guarantor of a non-Citibank Tenant shall then have a net worth, exclusive of good will, determined in accordance with GAAP of not less ten (10) times the potential cost of non-compliance, as reasonably determined by Landlord); and (c) Tenant shall keep Landlord advised as to the status of such proceedings. Without limiting the application of the above, Landlord shall be deemed subject to a bona fide threat of prosecution for a crime if Landlord or any officer, director, partner, shareholder or employee of any of Landlord, as an individual, is charged with a crime of any kind or degree whatever, unless such charge is withdrawn or disposed of before Landlord or such officer, director, partner, shareholder or employee (as the case may be) is required to plead or answer thereto.

(b) Landlord, at its expense, after notice to Tenant, may contest, by appropriate proceedings prosecuted diligently and in good faith, the validity, or applicability to the Premises, of any Legal Requirement, provided that (a) Tenant shall not be subject to a bona fide threat of criminal penalty or to prosecution for a crime, or any other fine or charge (unless Landlord agrees in writing to indemnify, defend and hold Tenant harmless from and against such non-criminal fine or charge), nor shall the Premises or any part thereof, be subject to a bona fide threat of being condemned or vacated, nor shall the Building or Land, or any part thereof, be subjected to a bona fide threat of any lien (unless Landlord shall remove such lien by bonding or otherwise) or encumbrance, by reason of non-compliance or otherwise by reason of such contest; (b) except as otherwise provided in this Section 8.02, before the commencement of such contest, Landlord shall furnish to Tenant a cash deposit or other security in amount, form

and substance reasonably satisfactory to Tenant and shall indemnify Tenant against the reasonable cost thereof and against all liability for damages, interest, penalties and expenses (including reasonable attorneys' fees and expenses), resulting from or incurred in connection with such contest or non-compliance (provided, however, that Landlord shall not be required to furnish any such cash deposit or other security if Landlord shall then have a net worth, exclusive of good will and its interest in the Real Property, determined in accordance with GAAP of not less ten (10) times the potential cost of non-compliance, as reasonably determined by Tenant); and (c) Landlord shall keep Tenant advised as to the status of such proceedings. Without limiting the application of the above, Tenant shall be deemed subject to a bona fide threat of prosecution for a crime if Citibank Tenant or any officer, director, partner, shareholder or employee of any of Citibank Tenant, as an individual, is charged with a crime of any kind or degree whatever, unless such charge is withdrawn or disposed of before Citibank Tenant or such officer, director, partner, shareholder or employee (as the case may be) is required to plead or answer thereto.

8.03. Notwithstanding anything to the contrary contained herein, Tenant shall not be deemed to be in default of Tenant's obligations under this lease if Tenant shall fail to comply with any such Legal Requirement if, and only if:

- (a) such Legal Requirement obligation is limited to the interior of the Premises, is not related to Hazardous Materials, is not structural in nature and the failure to comply with such Legal Requirement will not have an adverse effect on Building Systems or on the health or safety of any occupant of or visitor to the Building; and
- (b) the failure to comply with such Legal Requirement will not (i) subject Landlord or any Superior Mortgagee to prosecution for a crime or any other fine or charge (unless Tenant agrees in writing to indemnify, defend and hold such parties harmless from and against any such fine or charge and actually pays any such fine or charge), (ii) subject the Premises or any part thereof to being condemned or vacated, or (iii) subject the Building or Land, or any part thereof, to any lien or encumbrance which is not removed or bonded within the time period required under this lease.

ARTICLE 9

Insurance

9.01. Tenant shall not knowingly violate, or knowingly permit the violation of, any condition imposed by any insurance policy then issued in respect of the Real Property and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises which would subject Landlord or any Superior Mortgagee to any liability or responsibility for personal injury or death or property damage, or which would result in insurance companies of good standing refusing to insure the Real Property, or which would result in the cancellation of or the assertion of any defense by the insurer in whole or in part to claims under any policy of insurance in respect of the Real Property; provided, however, that in no event shall the mere use of the Premises for customary and ordinary office purposes or for any of the current retail uses at the Premises or any other current use or uses of the Real Property, as opposed to the manner of such use, constitute a breach by Tenant of the provisions of this Section 9.01.

9.02. (a) If, by reason of any failure of Tenant to comply with the provisions of this lease, the premiums on Landlord's insurance that it is required to maintain hereunder shall be higher than they otherwise would be, and Landlord shall notify Tenant of such fact and, if Tenant shall not, as soon as reasonably practicable, but in no event more than twenty (20) days thereafter, rectify such failure so as to prevent the imposition of such increase in premiums, then Tenant shall pay to Landlord within thirty (30) days after demand accompanied by reasonable supporting documentation, for that part of such premiums which shall have been charged to Landlord due to such failure on the part of Tenant.

(b) If, by reason of any failure of Landlord to comply with any provision of this lease, the premiums on Tenant's insurance that it is required to maintain hereunder shall be higher than they otherwise would be, and Tenant shall notify Landlord of such fact and, if Landlord shall not, as soon as reasonably practicable, but in no event more than twenty (20) days thereafter, rectify such failure so as to prevent the imposition of such increase in premiums, then Landlord shall reimburse Tenant for that part of such insurance premiums which shall have been charged to Tenant due to such failure on the part of Landlord within thirty (30) days after demand accompanied by reasonable supporting documentation.

(c) A schedule or "make up" of rates for the Real Property or the Premises, as the case may be, issued by the New York Fire Insurance Rating Organization or other similar body making rates for insurance for the Real Property or the Premises, as the case may be, shall be prima facie evidence (absent manifest error) of the facts therein stated and of the several items and charges in the insurance rate then applicable to the Real Property or the Premises, as the case may be.

9.03. Tenant, at its expense, shall maintain at all times during the term of this lease (a) except if Tenant exercised the Insurance Election pursuant to Section 9.09, "all risk" property insurance covering the Base Elements to a limit of not less than the full replacement value thereof (as from time to time reasonably designated by Tenant and promptly following Landlord's request, Tenant will advise Landlord of Tenant's designation of full replacement value), such insurance to include a replacement cost endorsement, (b) boiler and machinery insurance to the extent Tenant maintains and operates such machinery with minimum limits of \$100,000,000 per accident, (c) "all risk" property insurance covering all present and future Tenant's Property and Leasehold Improvements to a limit of not less than the full replacement value thereof, (d) workers' compensation in statutory limits and employers' liability in minimum limits of \$1,000,000 per occurrence, (e) commercial general liability insurance, including contractual liability, in respect of the Premises and the conduct of operation of business therein, with limits of not less than One Hundred Million Dollars (\$100,000,000) combined single limit for bodily injury and property damage liability in any one occurrence, and (f) when Alterations are in progress, the insurance specified in Section 11.03. The limits of such insurance shall not limit the liability of Tenant hereunder or any covenant of Tenant hereunder to act with diligence with respect thereto. Tenant shall name Landlord (and any party as Landlord may reasonably request in writing) as an additional insured with respect to all of such insurance (other than required under item (d) above) and if Tenant is not self insuring, with the right to make claims under the insurance contract, provided that Landlord provides Tenant with at least seven (7) days notice in advance of making any such claim and further provided that Landlord will not adversely effect any prosecution of claim by Tenant thereunder, and shall deliver to Landlord and any additional insureds, prior to the Commencement Date, certificates of insurance issued by the insurance company or its authorized agent together with, in the case of commercial general liability insurance, additional insured endorsements. Such insurance may be carried under umbrella or excess policies, or in a blanket policy covering the Premises and other locations of Tenant, if any. Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant, upon Landlord's request, shall deliver to Landlord and any additional insureds a certificate of such renewal policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A- VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled or materially modified unless Landlord and any additional insureds are given at least thirty (30) days prior written notice of such cancellation or material modification. All proceeds from any insurance coverages maintained by Tenant under this Article 9 (other than from commercial general liability insurance, if any) shall be payable solely to Tenant. The parties shall cooperate with each other in connection with prosecution of claims to recover the insurance proceeds for covered losses and with the collection of any insurance monies that may be due in the event of loss and shall execute and deliver to each other such proofs of loss

and other instruments which may be reasonably required to recover any such insurance monies.

9.04. Landlord agrees to have included in each of the insurance policies insuring against loss, damage or destruction by fire or other casualty required to be carried pursuant to the provisions of Section 9.09, a waiver of the insurer's right of subrogation against Tenant during the term of this lease or, if such waiver should be unobtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (ii) any other form of permission for the release of Tenant. Tenant agrees to have included in each of its insurance policies insuring the Tenant's Property and Leasehold Improvements (and to the extent Tenant does not make the election under Section 9.09, the Base Elements) against loss, damage or destruction by fire or other casualty, a waiver of the insurer's right of subrogation against Landlord during the term of this lease or, if such waiver should be unobtainable or unenforceable, (A) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (B) any other form of permission for the release of Landlord. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable from any party's then current insurance company, the insured party shall so notify the other party promptly after learning thereof, and shall use commercially reasonable efforts to obtain the same from another insurance company described in Section 9.03 hereof. Landlord hereby releases Tenant, and Tenant hereby releases Landlord, with respect to any claim (including a claim for negligence) which it might otherwise have against such party, for loss, damage or destruction with respect to its property occurring during the term of this lease to the extent to which it is, or is required to be, insured under a policy or policies containing a waiver of subrogation or permission to release liability, as provided in the preceding subdivisions of this Section. Nothing contained in this Section shall be deemed to relieve Landlord or Tenant of any duty imposed elsewhere in this lease to repair, restore or rebuild or to nullify, to the extent applicable, any abatement of rents provided for elsewhere in this lease.

9.05. Landlord may from time to time require that the amount of the insurance to be maintained by Tenant under Section 9.03 be reasonably increased, so that the amount thereof adequately protects Landlord's interests; provided, however, that the amount to which such insurance requirements may be increased shall not exceed an amount then being required by landlords of Comparable Buildings. In the event that Tenant disputes the reasonableness of any such required increase in the amount of the insurance to be maintained by Tenant under Section 9.03, Tenant shall have the right to submit such dispute to expedited arbitration under Article 37.

9.06. If Citibank, N.A. or its Corporate Successor exercises the Insurance Election pursuant to the provisions of Section 9.09 hereof, Landlord shall thereafter maintain in respect of the Base Elements at all times during the term of this

lease, (a) "all risk" property insurance covering the Base Elements to a limit of not less than the full replacement value thereof (as from time to time reasonably designated by Landlord), such insurance to include a replacement cost endorsement, (b) boiler and machinery insurance to the extent Landlord maintains and operates such machinery with minimum limits of \$100,000,000 per accident, (c) business interruption or loss of rents insurance, and (d) any other insurance required to be carried by Tenant pursuant to Section 9.07 and, as it relates to Landlord's Restoration Obligation, Section 11.03. Landlord shall name Tenant (and any party as Tenant may reasonably request in writing) as an additional insured with respect to all such insurance and shall deliver to Tenant and any additional insureds, within thirty (30) days of Tenant's exercise of the Insurance Election, certificates of insurance issued by the insurance company or its authorized agent with respect thereto. Such insurance may be carried under umbrella or excess policies, or in a blanket policy covering the Premises and other locations of Landlord, if any, provided that each such policy shall in all respects comply with this Article 9 and shall specify that the portion of the total coverage of such policy that is allocated to the Premises is in the amounts required pursuant to this Section 9.03. Landlord shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Landlord, upon Tenant's request, shall deliver to Tenant and any additional insureds a certificate of such renewal policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A- VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless any additional insureds are given at least thirty (30) days' prior written notice of such cancellation or modification.

9.07. Notwithstanding anything to the contrary contained herein, the party hereunder that is obligated to insure the Base Elements shall obtain terrorism insurance in such amounts and types of coverage that are commercially available; provided that such amounts and types of coverage are consistent with those that are then generally required of, or carried by, owners of Comparable Buildings that are Real Estate Investment Trusts and taking into account the tenancy of such buildings (including the Building); provided, that, if Tenant is self insuring with respect to the Base Elements, Tenant shall only be required to obtain terrorism insurance to the extent available at commercially reasonable rates.

9.08. Notwithstanding anything to the contrary contained in this lease, Citibank, N.A. or its Corporate Successor shall have the option, either alone or in conjunction with Citigroup Inc., Tenant's ultimate parent corporation, or any subsidiaries or affiliates of Citigroup Inc., to maintain self insurance and/or provide or maintain any insurance required by this lease under blanket insurance policies maintained by Tenant or Citigroup Inc., or provide or maintain insurance through such alternative risk management programs as Citigroup Inc. may provide or participate in from time to time (such types of insurance programs being herein collectively and severally referred to as

"self insurance"), provided (i) the same does not thereby decrease the insurance coverage or limits sets forth in Section 9.03 and (ii) Citibank, N.A. or its Corporate Successor has a long term credit rating of at least A (or its equivalent) by Standard & Poors, or any successor in interest, and Moody's, or any successor in interest (herein called the "Rating Threshold"). Tenant hereby advises Landlord that as of the date hereof, and until further notice from Tenant, Tenant elects to self insure. Any self insurance shall be deemed to contain all of the terms and conditions applicable to such insurance required to be maintained by Tenant under this lease, including, without limitation, a full waiver of subrogation, as required in Section 9.04. If Tenant elects to self-insure, then, with respect to any claims which may result from incidents occurring during the term of this lease, the obligations of Tenant to Landlord under this lease with respect thereto shall survive the expiration or earlier termination of this lease to the same extent as the insurance required would survive. For any period that the Rating Threshold is not satisfied (but only during such period), Tenant shall not be entitled to self insure as provided in this Section 9.08, and Tenant shall, within thirty (30) days following the date on which Citibank, N.A. fails to meet the Rating Threshold, obtain the insurance required to be maintained by Tenant under Section 9.03 through one or more carriers each having a long term credit rating of at least A (or its equivalent) by Standard & Poors, or any successor in interest, and Moody's, or any successor in interest. At Landlord's option, Tenant shall obtain such insurance through carrier(s) having a long term credit rating of AA (or its equivalent) by Standard & Poors, or any successor in interest, and Moody's, or any successor in interest; provided, however, Landlord shall be obligated to pay Tenant for the incremental cost of such insurance in excess of \$225,000 per annum, as such \$225,000 threshold may be increased on an annual basis by the actual increase in costs to Tenant to obtain such additional coverage but in no event shall any such increase exceed five percent (5%) in any year. Tenant shall provide Landlord with reasonable evidence of such coverage and the cost thereof.

9.09. At any time during the last two years of the term of this lease (unless Citibank, N.A. or its Corporate Successor has delivered a Surrender Notice) prior to the occurrence of a casualty described in Article 19 (or after the occurrence of a casualty to which the damage resulting therefrom has been restored pursuant to the terms of this lease) and subject to the provisions of this Section 9.09, Citibank, N.A. or its Corporate Successor may elect (herein called the "Insurance Election") to require Landlord to maintain the insurance coverages set forth in Section 9.06 and Section 9.07 (in accordance with the standards set forth therein) by delivering written notice to that effect to Landlord (herein called an "Insurance Notice"). Not later than thirty (30) days after Landlord's receipt of an Insurance Notice, Landlord will provide to Tenant a quote from Landlord's insurance carrier specifying the cost (including, without limitation, applicable deductibles) of obtaining the insurance coverages required under Section 9.06 and Section 9.07 (the "Insurance Quote"). Not later than thirty (30) days (or such shorter period reasonably designated by Landlord as is then commercially reasonable taking into account the then market conditions) after Tenant's receipt of the Insurance Quote, Tenant shall notify Landlord of Tenant's election (1) to accept the Insurance

Quote, in which case, Tenant's obligation to reimburse Landlord for insurance costs under this Section 9.09 shall be capped at the Insurance Quote (the "Insurance Cap"), as such Insurance Cap may increased by the actual increase in such insurance costs to Landlord; or (2) to rescind its exercise of its Insurance Election, in which case the Insurance Election shall be deemed rescinded ab initio. If Tenant fails to notify Landlord within said thirty (30) day period (or such shorter period reasonably designated by Landlord as is then commercially reasonable taking into account the then market conditions) of Tenant's election, Tenant shall be deemed to have rescinded its previously made Insurance Election ab initio. If Tenant elects to accept the Insurance Quote or Landlord and Tenant otherwise mutually agree to the amount of such insurance costs that Tenant shall be responsible for, then in any such case, Landlord shall, within ten (10) days of any such election or agreement by Landlord and Tenant, as the case may be, obtain the requisite insurance coverages set forth in Section 9.06 and Section 9.07 and Tenant shall maintain such coverage until the expiration of said ten (10) day period. Within thirty (30) days of presentation of an invoice therefor (together with reasonable supporting documentation evidencing same), Tenant shall reimburse Landlord for the insurance expenses incurred by Landlord in keeping in full force and effect the insurance that Landlord is required to carry in accordance with Sections 9.06 and 9.07; provided that, Tenant shall have no obligation to reimburse Landlord any amounts in excess of the Insurance Cap or for any prepaid portion of such insurance that extends beyond the term of this lease. Tenant shall have the same right to audit and dispute such insurance costs as is available to Tenant under Section 3.03 of the Amended and Restated Lease, and for purposes hereof said Section shall be deemed incorporated herein by reference.

9.10. For so long as Tenant self insures, Tenant shall reimburse Landlord for Landlord's actual cost in obtaining additional insurance; provided, that, in no event shall such reimbursement exceed \$225,000 per annum, as such \$225,000 threshold may be increased on an annual basis by the percentage of actual increase in Landlord's actual cost for obtaining substantially similar coverage but in no event shall any such increase exceed five percent (5%) in any year. Landlord shall provide Tenant with reasonable evidence of such coverage and the cost thereof.

ARTICLE 10

Landlord Transfer Restrictions

10.01. Except for Permitted Transfers (which shall be permitted prior to the second anniversary of the Commencement Date (the "Second Anniversary") without Tenant's consent), prior to the Second Anniversary neither the Real Property (nor any portion thereof) nor any interest of Landlord in this lease shall be sold, assigned, or otherwise transferred, whether by operation of law or otherwise, nor shall any of the issued or outstanding capital stock, membership interest, partnership interest or any equity interest of any Landlord Entity, be (voluntarily or involuntarily) sold, assigned or

transferred, whether by operation of law or otherwise, nor shall there be any merger or consolidation of any such corporation or other entity into or with another corporation or other entity (other than another Landlord Entity) nor shall additional stock or other interests in any Landlord Entity be issued if the issuance of such additional stock or other interests will result in a change of the controlling stock or other interest of ownership of such corporation, nor shall any general partner's interest in a partnership which is Tenant be (voluntarily or involuntarily) sold, assigned or transferred (each of the foregoing transactions being herein referred to as a "Transfer").

10.02. For purposes of this Lease:

(a) "Landlord Entity" means (i) the entity which is Landlord (provided such entity has no significant assets other than the Real Property) and (ii) any other entity which has no significant assets other than a direct or indirect interest in Reckson Court Square, LLC as of the date of this lease.

(b) "Permitted Transfer" means (i) any Transfer of a direct or indirect interest in any Landlord Entity by will or intestacy, (ii) any Transfer of a direct or indirect interest in any Landlord Entity listed on a national securities exchange (as defined in the Securities Exchange Act of 1934, as amended) or traded in the "over the counter" market with quotations reported by the National Association of Securities Dealers, (iii) (A) any Transfer of a direct or indirect non-controlling interest (which for purposes hereof shall mean an interest of not more than 75% and which at the time of the Transfer does not have day-to-day management of the entity in question, but may have rights with respect to voting on major decisions of such entity) in any Landlord Entity (a "Non-Controlling Interest") to an Institutional Investor (provided, that the foregoing shall not be deemed to prohibit any subsequent assumption by the Institutional Investor of management rights by the exercise of rights which are customary in joint ventures with Institutional Investors) and (B) any Transfer of a Non-Controlling Interest by one Institutional Investor to another, (iv) any collateral assignment of any interest in any Landlord Entity as security for a loan, (v) (A) any Transfer of the Real Property, of any portion thereof or of any interest in any Landlord Entity, at a foreclosure sale or by transfer or assignment in lieu of foreclosure, and (B) any Transfer subsequent to a Transfer described in clause (A), except that for purposes of Article 44 only, such subsequent Transfers shall only constitute Permitted Transfers through and including the first Transfer by the foreclosing lender which results in the Real Property being owned by a party which is not an Affiliate of such lender and which had no interest in the foreclosed loan, (vi) any Transfer of the Real Property, of any portion thereof or of any interest in any Landlord Entity to an Affiliate of Landlord, (vii) any Transfer of ownership interests in any Landlord Entity among the persons who own interests in such Landlord Entity.

(c) "Institutional Investor" means any one or more of the following entities (or any department, agency, subsidiary or Affiliate of any of the

following entities) whether acting for their own account or in a fiduciary or representative capacity (including for parties which are not themselves Institutional Investors): (i) a savings bank, a savings and loan association, a commercial bank, an investment bank, a trust company, an insurance company, a commercial credit corporation, a real estate investment trust, a mutual fund, a government entity, an investment company, a money management firm, opportunity fund or "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, or an institutional "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, in each case having total assets (in name or under management) in excess of \$500,000,000, (ii) a religious, educational or eleemosynary institution, a union, federal, governmental, state, municipal or secular employees' welfare, benefit, pension or retirement fund, in each case having total assets of at least \$500,000,000 or (iii) any other entity engaged regularly in the business of financing, owning or investing in real estate and/or leases having total assets (in name or under management) of at least \$500,000,000.

10.03. Any Transfer by Landlord (other than Permitted Transfers) shall be subject to Tenant's right of first offer set forth in Article 44.

ARTICLE 11

Alterations

11.01. Except as otherwise specifically provided in this lease, Tenant shall make no improvements, changes or alterations in or to the Premises (herein called "Alterations") of any nature without Landlord's prior written approval, which approval, when required in accordance with the provisions of this lease, shall be granted or withheld in accordance with the provisions hereinafter set forth. If Landlord shall fail to respond to Tenant's written request for approval of any Alterations, which request shall be accompanied by drawings, plans and specifications in accordance with the provisions of Section 11.02(a) (herein called an "Initial Alterations Request"), within ten (10) days after such Initial Alterations Request is made by Tenant, with Landlord's approval or disapproval with detailed comments thereon explaining the reasons for such disapproval, then Tenant shall have the right to give to Landlord a second notice (herein called a "Second Alterations Request"), and if Landlord shall fail to respond to such Second Alterations Request within five (5) Business Days after Landlord's receipt thereof with Landlord's approval or disapproval with detailed comments thereon explaining the reasons for such disapproval, then such Second Alterations Request shall be deemed approved by Landlord, provided that such Initial Alterations Request and Second Alterations Request shall have specifically referred to this Section 11.01 and specifically stated that Landlord must respond within such ten (10) day and five (5) Business Day periods or such Second Alterations Request for approval shall be deemed approved. With respect to any Alteration which has been approved (or deemed approved) by Landlord, Landlord shall sign, to the extent required, all applicable applications for

building permits together with its approval (or deemed approval) of the subject Alteration (if such applications were submitted with Tenant's Alteration request) or, if such applications were not submitted with Tenant's Alteration request, within two (2) Business Days following Tenant's submission of such applications.

Notwithstanding anything to the contrary set forth above and provided Tenant shall be in compliance with the applicable provisions of this Article 11, Tenant or any permitted subtenant or other permitted occupant of the Premises, may at its sole expense, without Landlord's prior approval, undertake Non-Material Alterations. A "Material Alteration" is an Alteration which (1) materially affects (x) the exterior (including the appearance) of the Building or (y) the appearance of the areas below the 6th floor of the Building that would constitute public areas of the Building (i.e., the lobby, plaza and rotunda) if the Amended and Restated Lease were in effect (herein called "Deemed Common Areas") or (2) (x) materially adversely affects the mechanical, electrical, sanitary, heating, ventilating, air-conditioning or other service systems of the Building except to the extent any of the foregoing would exclusively serve Tenant's premises in the Building if the Amended and Restated Lease were in effect (e.g., supplemental air conditioning unit), or (y) affects the structural integrity of the Building or (z) if following the Surrender Date or the commencement date of any Extension Term for which Tenant leases less than the entire Premises, would reduce the useable area of the Building by more than a de minimis extent (other than rentable area of the Premises continued to be leased by Tenant). Any Alteration which is not a Material Alteration is herein called a "Non-Material Alteration". Landlord agrees not to unreasonably withhold or delay its consent to any Material Alteration. For purposes hereof, Landlord shall not be deemed to be acting unreasonably if it withholds consent to a Material Alteration which: (i) affects the exterior appearance of the Building or the appearance of the Deemed Common Areas, (ii) would have an a material adverse affect on the heating, ventilation and air-conditioning, mechanical, electrical, fire and life safety or plumbing facilities of the Building, or (iii) would have a material adverse affect on the structural integrity or strength of the Building, or (iv) would materially reduce the rentable area of the Building as set forth in clause (2)(y) above. Within the first eighteen (18) months of the term of this lease, Tenant shall commence and thereafter diligently prosecute to completion, upgrades to the Building's elevators and escalators estimated to cost \$6,500,000 in the aggregate. Notwithstanding anything to the contrary contained in this Section 11.01, the aforementioned upgrades shall not constitute a Material Alteration. Furthermore, Tenant intends (but shall have no obligation) to make certain Alterations respecting the "hardening" of the Building, including, (i) installing window film, (ii) reinforcement of the splice joints in the lobby of the Building, and (iii) installing a catch cable system (herein collectively called the "Hardening Alterations"). Notwithstanding anything to the contrary contained in this Section 11.01, the Hardening Alterations shall not constitute Material Alterations; provided, that, (i) with respect to the window film, same do not have a material aesthetic impact on the Building, and (ii) if in Landlord's good faith judgment it finds the catch cable system aesthetically objectionable upon Tenant's presentation of its proposed design of the catch cable system prior to installation, Tenant

may (v) modify the design to adequately address Landlord's concerns [whereupon Landlord's approval shall not be unreasonably withheld], and Tenant shall not be required to remove or further modify same on or prior to the end of the term of this lease (or in the case Tenant exercises the Surrender Election, on or prior to the Surrender Date) as the case may be, or (w) Tenant may proceed with the installation without Landlord's approval, in which case, on or prior to the end of term of this lease (or in the case Tenant exercises the Surrender Election, on or prior to the Surrender Date), Tenant shall (but only if at such time Landlord still finds the catch cable system in its then current state aesthetically objectionable), at Tenant's option and at its sole cost and expense (x) remove the catch cable system and repair, restore or replace the affected windows to the condition existing prior to the installation of the catch cable system or (y) replace the catch cable system with an alternative system that is acceptable to Landlord taking into account the security requirements of Tenant.

11.02. Before proceeding with any Alteration, Tenant shall (i) at Tenant's expense, file all required architectural, mechanical, electrical and engineering drawings (which drawings shall be prepared by architects and engineers validly and currently licensed by New York State, who may be employees of Tenant) and obtain all permits required by law, if any, and (ii) submit to Landlord, for Landlord's approval, copies of such drawings, plans and specifications for the work to be done together with Tenant's estimated cost thereof (but such submission shall, in the case of Non-Material Alterations, or in the case of revisions to Non-Material Alterations or to portions of previously approved Alterations which portions of such Alterations do not constitute Material Alterations, not be for Landlord's approval but rather for the purpose of confirming, in Landlord's reasonable judgment, that the proposed Alteration or revision is, in fact, a Non-Material Alteration or a revision of the type set forth above in this clause (ii), provided that no such submission shall be required if the provisions of the next succeeding sentence are applicable), and Tenant, subject to the deemed approval provisions set forth in Section 11.01, shall not proceed with such work until it obtains (but only to the extent same is required hereunder), Landlord's written approval of such drawings, plans and specifications. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to submit plans and/or specifications with respect to Alterations that do not require a building permit as a matter of Legal Requirements or that are of a merely decorative nature or of such a minor nature (such as putting up a partition to divide one office into two work spaces) that it would not be customary industry practice in Comparable Buildings to prepare plans and/or specifications for such work. Landlord, at no third-party out-of-pocket cost to Landlord, will cooperate with Tenant's efforts to obtain the permits necessary to perform such Alterations, and Tenant shall indemnify and hold harmless Landlord from and against any claims arising in connection with such cooperation. Notwithstanding anything to the contrary contained herein, Landlord's review of any and all drawings, plans and specifications submitted to Landlord as set forth in Section 11.02 shall be at Landlord's sole cost and expense.

11.03. Tenant, at its expense, shall obtain (and, reasonably promptly after obtaining same, furnish true and complete copies to Landlord of) all necessary governmental permits and certificates for the commencement and prosecution of Alterations, and shall cause Alterations to be performed in compliance therewith, with all applicable Legal Requirements and with all applicable requirements of insurance bodies and with plans and specifications approved by Landlord (to the extent such approval is required hereunder). Landlord shall, to the extent reasonably necessary, cooperate with Tenant in connection with such filings, approvals and permits, and shall execute reasonably promptly (and shall endeavor to do so within two (2) Business Days after request) any applications as may be required in connection therewith, provided that Tenant shall reimburse Landlord (as Additional Charges) for the reasonable out-of-pocket costs and expenses incurred by Landlord in connection with such cooperation within thirty (30) days after demand therefor, accompanied by reasonably satisfactory documentation of such costs and expenses, and further provided that Tenant shall indemnify and hold harmless Landlord from and against any claims arising in connection with such cooperation, other than any such claims arising from any incorrect information provided by Landlord in connection therewith or Landlord's negligence, willful misconduct or breach of this lease. Throughout the performance of Alterations, Tenant, at its expense, (or in the case Tenant has exercised the Insurance Election, Landlord in respect to Landlord's Restoration Obligation), shall carry, or cause to be carried for any occurrence in or about the Premises, (a) all risks builders risk insurance written on a completed valued basis (with no restrictions on occupancy during construction) for the full replacement cost value of such Alterations, (b) Commercial General Liability including contractual liability and completed operations coverage with minimum limits of \$1,000,000 per occurrence, (c) workers' compensation for all persons employed in connection with such Alterations in statutory limits and Employers' Liability with minimum limits of \$1,000,000, (d) Automobile Liability with minimum limits of \$1,000,000 covering any auto owned or operated in connection with such Alterations, (e) Umbrella or Excess liability with minimum limits of \$25,000,000 and (f) to the extent such Alterations involve any engineering and design, professional liability (E&O) insurance with a minimum of \$1,000,000.

11.04. Landlord agrees that it will not knowingly do or permit anything to be done in or about the Premises that would violate Tenant's (or Tenant's contractors) union contracts, or create any work stoppage, picketing, labor disruption or dispute or disharmony or any interference with the business of Tenant or any Alterations being performed by Tenant in accordance with the terms and conditions of this lease. Landlord shall immediately stop such activity if Tenant notifies Landlord in writing that continuing such activity would violate Tenant's (or Tenant's contractors) union contracts, or has caused any work stoppage, picketing, labor disruption or dispute or disharmony or any interference (beyond a de minimis extent) with the business of Tenant or any Alterations being performed by Tenant in accordance with the terms and conditions of this lease.

11.05. Tenant, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with the performance by or on behalf of Tenant of Alterations, or any other work, labor, services or materials done for or supplied to Tenant, or any person claiming through or under Tenant (other than by Landlord or its employees, agents or contractors), which shall be issued by the Department of Buildings of the City of New York or any other public authority having or asserting jurisdiction. Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanic's and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Tenant, or any person claiming through or under Tenant (other than by Landlord or its employees, agents or contractors), including, without limitation, security interests in any materials, fixtures or articles so installed in and constituting part of the Premises and against all reasonable costs, expenses and liabilities incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within thirty (30) days after notice of the filing thereof (or bond or otherwise remove such lien or encumbrance if Tenant is contesting same in accordance with the terms hereof). Provided that Tenant provides such bonding during the pendency of any contest, nothing herein contained shall prevent Tenant from contesting, in good faith and at its own expense, any notice of violation, provided that Tenant shall comply with the provisions of Section 8.02; provided further, however, that the foregoing provisions of this sentence shall not obviate the need for such satisfaction or discharge of record following the resolution of such contest.

11.06. Tenant will promptly upon the completion of an Alteration for which Tenant is required to submit plans and specifications to Landlord in accordance with the provisions of Section 11.02, deliver to Landlord "as-built" drawings or approved shop drawings of any Alterations Tenant has performed or caused to be performed in the Premises, and (a) if any Alterations by Tenant are then proposed or in progress, Tenant's drawings and specifications, if any, for such Alterations and (b) if any Alterations by Landlord for Tenant were performed or are then proposed or in progress, the "as-built" drawings or approved shop drawings, if any, or the drawings and specifications, if any, as the case may be, for such Alterations, in Tenant's possession. Notwithstanding anything to the contrary contained herein, wherever this lease requires the submission of "as-built" drawings or approved shop drawings by Tenant, Tenant may satisfy such obligation by submitting final marked drawings except with respect to Alterations involving the sprinkler/life safety systems of the Building.

11.07. Subject to the provisions of Article 43, all fixtures and equipment (other than any furniture, fixtures and equipment constituting Tenant's Property) installed or used by Tenant in the Premises shall not be subject to UCC filings or other recorded liens. Notwithstanding anything to the contrary contained in this Article 11 or elsewhere in this lease to the contrary, Tenant shall have the right to obtain financing secured by security interests in Tenant's furniture, fixtures and equipment constituting Tenant's

Property (herein called, "Tenant's Collateral") and the provider of such financing shall have the right to file UCC financing statements in connection therewith, provided and on condition that (a) Landlord shall be under no obligation to preserve or protect Tenant's Collateral, (b) following an event of default by Tenant hereunder the secured party shall be required to reimburse Landlord for Landlord's actual out of pocket costs and expense of storing Tenant's Collateral and repairing any damage to the Premises which occurs during the removal of Tenant's Collateral, and (c) except in connection with a Leasehold Mortgage, the description of the secured property in the UCC financing statements shall specifically exclude Tenant's leasehold estate and any so-called betterments and improvements to the Premises (in contradistinction to Tenant's Collateral). Landlord agrees to execute and deliver a so called "recognition agreement" with the holder of the security interest in Tenant's Collateral acknowledging the foregoing, provided same is in form and substance reasonably acceptable to Landlord and, if required, the holder of any Superior Mortgage. In addition, Landlord agrees to execute and deliver a document reasonably acceptable to Landlord to protect the position of the holder of the security interest in Tenant's Collateral, sometimes referred to as a so called "landlord's waiver," which includes provisions (i) waiving any rights Landlord may have to Tenant's Collateral by reason of (A) the manner in which Tenant's Collateral is attached to the Building, or (B) any statute or rule of law which would, but for this provision, permit Landlord to distrain or assert a lien or claim any other interest against any such property by reason of any other provisions of this lease against Tenant's Collateral for the nonpayment of any rent coming due under this lease, and (ii) giving the right to the holder of the security interest in Tenant's Collateral, prior to the expiration of this lease or in the event of the earlier termination of this lease, prior to the later of the earlier termination of this lease and fifteen (15) Business Days after Landlord's notice to the holder of the security interest in Tenant's Collateral of Landlord's intent to terminate this lease as a result of Tenant's default hereunder, to remove Tenant's Collateral in the event of a default by Tenant under any agreement between Tenant and the holder of the security interest in Tenant's Collateral, provided Tenant shall remain liable to perform, in accordance with the terms and conditions of this lease, or paying the costs incurred by Landlord in performing, restoration and repairs to any damage to the Premises resulting therefrom. Tenant shall reimburse Landlord as Additional Charges for any and all actual out-of-pocket costs and expenses incurred by Landlord in connection with Landlord's review of any of the foregoing documents.

11.08. Tenant shall keep records for six (6) years of Tenant's Alterations costing in excess of Five Hundred Thousand (\$500,000.00) Dollars and of the cost thereof. Tenant shall, within thirty (30) days after demand by Landlord, furnish to Landlord copies of such records and cost if Landlord shall require same in connection with any proceeding to reduce the assessed valuation of the Real Property, or in connection with any proceeding instituted pursuant to Article 8.

11.09. Tenant shall have the right, during the term of this lease, to use all permits, licenses, certificates of occupancy, approvals, architectural, mechanical,

electrical, structural and other plans, studies, drawings, specifications, surveys, renderings, technical descriptions, warranties, development rights and other intangible personal property that relate to the Premises.

11.10. Landlord may not make any Alterations to the Real Property, or any portion thereof, without the prior written consent of Tenant, which Tenant may grant or withhold in its sole and absolute discretion.

11.11. Any dispute between Landlord and Tenant relating to any provision of this Article 11 shall be subject to resolution by arbitration in accordance with the provisions of Article 37.

ARTICLE 12

Landlord's and Tenant's Property

12.01. (a) Tenant shall have the exclusive right, during the term of this lease, to use all equipment, machinery, inventory, appliances and other tangible personal property located in the Premises as of the Commencement Date and used in connection with the operation of the Premises. All fixtures, equipment, improvements, ventilation and air-conditioning equipment and appurtenances attached to or built into the Premises at the commencement of or during the term of this lease, whether or not by or at the expense of Tenant (excluding the Building Systems (which are and shall remain the property of Landlord but which are subject to modification, change and/or replacement by Tenant in accordance with the terms of this lease) and Tenant's Property (which is and shall remain the property of Tenant)), shall be and remain a part of the Premises, shall, upon the expiration or sooner termination of this lease, be deemed the property of Landlord (without representation or warranty by Tenant) and shall not be removed by Tenant, except as provided in Section 12.02. Notwithstanding the foregoing provisions, upon notice to Tenant no later than eighteen (18) months after the Expiration Date, Landlord, subject to the provisions of the last sentence of this Section 12.01(a), may require Tenant to reimburse Landlord for the actual and commercially-reasonable third-party out-of-pocket costs incurred by Landlord that are incremental to the removal of Specialty Alterations (i.e., and not the demolition costs that Landlord would have otherwise incurred) if Landlord shall have theretofore elected to remove any Specialty Alterations made by Tenant and to repair and restore in a good and workmanlike manner to good condition any damage to the Premises or the Real Property caused by such removal (other than due to the negligence of any Landlord Party or Landlord contractor); provided, however, that if Tenant shall exercise its right pursuant to Article 36 to extend the term of this lease with respect to less than the entire Premises (herein called the "Partial Premises") or Tenant shall have exercised the Surrender Option, then, with respect to any Specialty Alterations located in or serving the Partial Premises or the Surrender Space, as the case may be, the rights of Landlord contained in this sentence shall relate to the eighteen (18) month period following the extended Expiration Date

with respect to such Partial Premises, or the eighteen (18) month period following the Surrender Date with respect to the Surrender Space, as the case may be, and Landlord shall not remove any such Specialty Alterations prior to the extended Expiration Date with respect to such Partial Premises or the Surrender Date with respect to the Surrender Premises, as the case may be. As used herein, "Specialty Alterations" shall mean (i) slab cuts exceeding six (6) inches in diameter, excluding up to two (2) interconnecting staircases per floor (not to exceed a total of twenty (20) interconnecting staircases in the aggregate) in addition to any interconnecting staircases existing in the core of the Building, (ii) vertical transportation systems, such as dumbwaiters and pneumatic conveyers, (iii) vaults, (iv) louvers and any other exterior penetrations, including, without limitation, rooftop penetrations, (v) any other Alteration affecting the exterior appearance of the Premises or the Building, (vi) any Alteration made after the date hereof, which leaves any Office Floor of the Premises with a supply of electricity less than that customarily required by tenants leasing space in Comparable Buildings as of the date hereof (but in no event, shall this provision be construed to permit Landlord to pass along to Tenant the cost of bringing additional electric service to the Building), (vii) rooftop installations, but not any wiring, risers or conduits in connection therewith, and (viii) any Alteration made after the date hereof, which leaves any Office Floor of the Premises with a supply of chilled water less than that customarily required by tenants leasing space in Comparable Buildings as of the date hereof (but in no event, shall this provision be construed to permit Landlord to pass along to Tenant the cost of increasing the Building's supply of chilled water), and (ix) any Alteration which is required to be removed or restored in order for the Certificate of Occupancy to be modified to permit the Building to be used in the manner permitted by the Certificate of Occupancy in effect as of the date hereof; provided, however, that, the term "Specialty Alterations" shall not include any of the foregoing which are already in place as of the Commencement Date or any upgrade, modification or replacement thereof. In addition, to the extent that Landlord actually incurs any other commercially-reasonable third-party out-of-pocket costs (including without limitation expediter fees) in effectuating modifications to the Certificate of Occupancy as a result of Tenant's amendments thereto subsequent to the date hereof, Landlord may require Tenant to reimburse Landlord for such costs (subject to the same conditions described in the third sentence of this Section 12.01(a)).

(b) Notwithstanding anything to the contrary contained in this lease, Landlord and Tenant agree and acknowledge that, until the expiration or sooner termination of this lease, Tenant, for federal, state and local income taxes purposes and for all other purposes shall be deemed the owner of all fixtures, equipment, improvements, ventilation and air conditioning equipment and appurtenances attached to or built into the Premises by Tenant or any Affiliate of Tenant as the owner of the Real Property prior to the Commencement Date (other than the Building Systems) and Tenant may obtain the benefit of such ownership, if any, allowed or allowable with respect thereto hereunder, under applicable law and/or the Internal Revenue Code.

12.02. All movable partitions, furniture systems, special cabinet work, business and trade fixtures, machinery and equipment, communications equipment (including, without limitation, telephone systems and security systems) and office equipment, whether or not attached to or built into the Premises, which are installed in the Premises by or for the account of Tenant and can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (herein collectively called "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the term of this lease; provided that if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Premises resulting from the installation and/or removal thereof.

12.03. At or before the Expiration Date of this lease (or within sixty (60) days after any earlier termination of this lease, or within sixty (60) days of the Surrender Date with respect to the Surrender Space) Tenant, at its expense, shall remove from the Premises (or the Surrender Space, as the case may be) all of Tenant's furniture, equipment and other moveable personal property not affixed or attached to the Premises (except for such items thereof as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises resulting from any installation and/or removal of Tenant's Property; it being understood and agreed that notwithstanding anything to the contrary contained in this lease, Tenant shall have no obligation to remove any cabling or wiring installed by, or on behalf of Tenant, in the Premises, whether before or following the Commencement Date.

12.04. Any other items of Tenant's Property which shall remain in the Premises after the Expiration Date of this lease, or within sixty (60) days following an earlier termination date, or within the Surrender Space for a period of sixty (60) days following the Surrender Date, may at the option of Landlord, be deemed to have been abandoned, and in such case such items may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall reasonably determine, and Tenant shall reimburse Landlord for Landlord's reasonable, actual, out-of-pocket expenses in connection therewith, net of any amounts recovered by Landlord in respect of the disposition of such property, net of any amounts recovered by Landlord in respect of the disposition of such property.

12.05. The provisions of this Article 12 shall survive the expiration or other termination of this lease.

ARTICLE 13

Repairs and Maintenance

13.01. Subject to the provisions of Article 3, Tenant shall, at its expense, throughout the term of this lease, take good care of and maintain in good order and condition the Real Property and the fixtures and improvements therein, including, without limitation, the property which is deemed Landlord's pursuant to Section 12.01 and Tenant's Property, in accordance with the First-Class Landlord Standard. Subject to the provisions of Article 3 and to the extent any obligation of Landlord to repair and restore the Premises pursuant to Article 19, Tenant shall also be responsible for all repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen or unforeseen, in and to the Real Property and the facilities and systems thereof, which repairs shall be made in accordance with the First-Class Landlord Standard.

ARTICLE 14

Electricity

14.01. Tenant shall contract directly with a utility company for the provision of electricity for Tenant's use in the Premises and in connection with installations made by Tenant in the Premises. In connection therewith, Tenant shall have the right to use all electrical installations, risers, switches, panels, transformers, meters and other related equipment located in the Premises. Landlord shall cooperate with Tenant to arrange for the direct billing of such electricity to Tenant by the utility company.

14.02. To the extent that any floor of the Premises is serviced by an amount of electricity which exceeds the amount required by the New York City Building Code or for any other reason that Tenant elects, Tenant shall have the right to redistribute capacity to other floors of the Premises, subject to Tenant's obligations pursuant to Section 12.01(a)(vii).

14.03. Any rebates paid to or discounts or other benefits received by Landlord or Landlord's affiliates from Consolidated Edison (or any other utility or governmental entity providing such rebates or discounts) as the result of energy-saving fixtures and equipment installed in the Premises by Tenant or otherwise relating to the Premises during the term of this lease shall be paid to Tenant by Landlord promptly after receipt by Landlord thereof. Landlord shall cooperate with Tenant in connection with applying to Consolidated Edison (or any other utility or governmental entity providing such rebates or discounts) for such rebates or discounts, but Landlord shall incur no cost or expense in connection with such cooperation unless Tenant agrees to reimburse Landlord for such monies.

ARTICLE 15

Services

15.01. Landlord shall not be required to provide any services to Tenant. Tenant, at its sole cost and expense, shall provide such services as may be required by Tenant and any persons claiming by, through or under Tenant in connection with its use and occupancy of the Premises including, without limitation: (i) heat, ventilation and air conditioning; (ii) elevator service; (iii) domestic hot and cold water; (iv) cleaning; and (v) electricity. In connection therewith, Tenant shall have the exclusive right to use all applicable elevators, loading docks, shafts, risers, HVAC units, ducts, installations and other equipment located in the Premises.

ARTICLE 16

Access; Signage; Name of Building

16.01. Landlord and persons authorized by Landlord shall have the right, upon reasonable advance notice, to enter and/or pass through the Premises at reasonable times to show the Premises to actual and prospective Superior Mortgagees or investors, or prospective purchasers of the Premises, and provided Landlord shall use reasonable efforts to minimize any interference with Tenant's business operations and shall be accompanied by a designated representative of Tenant if Tenant shall have made such representative available. Notwithstanding the foregoing, Landlord acknowledges that Tenant may, from time to time, have certain security or confidentiality requirements such that portions of the Premises shall be locked and/or inaccessible to persons unauthorized by Tenant and such areas will not be made available to Landlord except in the case of an emergency.

16.02. During the period of fifteen (15) months prior to the Expiration Date, Landlord and persons authorized by Landlord may exhibit the Premises to prospective tenants at reasonable times. Landlord shall give Tenant reasonable prior notice of any entry pursuant to this Section 16.02 and shall use reasonable efforts to minimize any interference with Tenant's business operations and use of the Premises and shall be accompanied by a designated representative of Tenant if Tenant shall have made such representative available to Landlord. Notwithstanding the foregoing, Landlord acknowledges that Tenant may, from time to time, have certain security or confidentiality requirements such that portions of the Premises shall be locked and/or inaccessible to persons unauthorized by Tenant and such areas will not be made available to Landlord except in the case of an emergency.

16.03. Tenant shall have access to the Premises on a twenty-four (24) hour-per-day, seven (7) day-per-week basis.

16.04. Throughout the term of this lease, Tenant shall control, and shall have all rights to, any and all signs, banners, flags, monuments, kiosks or other means whatsoever of identifying any party, including, without limitation, any occupant or owner of any portion of the Building placed in, on or about the Building; provided, that, Tenant shall not change or install any signage on the exterior of the Building, including the "Citi" signs located on all or any of the four elevations of the roof-top set back on the 52nd floor of the Building, to reflect the name of any entity other than a Citibank Tenant and/or its Affiliates. Landlord shall promptly execute and deliver any documents as may be required for Tenant to exercise the rights set forth in this Section 16.04.

16.05. Landlord and Tenant hereby acknowledge that the Building is currently designated and known as both "One Court Square" and "Citicorp At Court Square". Landlord hereby agrees that it shall not change the name of the Building or the designated address of the Building without the prior written approval of Tenant (which approval may be granted or withheld in Tenant's sole discretion). Tenant may, without Landlord's consent, change the name of the Building to reflect the name of any Citibank Tenant and/or its Affiliates. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to include in any Extension Election Notice given in accordance with the provisions of Article 36 an election (herein called the "Naming Rights Election") to relinquish all of Tenant's rights set forth in this Section 16.05 with respect to the naming of the Building or all or any portion (as determined by Tenant) of Tenant's rights set forth in Section 16.04 to exterior signage or both of said naming and signage rights (herein as applicable called the "Naming Rights") in which event (i) the Naming Rights shall expire and come to an end on the day immediately preceding the commencement date of the Extension Term immediately following the giving of such Extension Election Notice and (ii) the value of the Naming Rights relinquished shall be taken into account in determining the Market Value Rent for such Extension Term in accordance with the provisions of Section 36.06. In the event that Tenant does not exercise the Naming Rights Election, the applicable provisions of Article 36 hereof shall govern.

ARTICLE 17

Notice of Occurrences

17.01. Tenant shall give prompt notice to Landlord of (a) any occurrence in or about the Premises for which Landlord might be liable, (b) any fire or other casualty in the Premises for which Landlord is required to maintain insurance or is otherwise material, and (c) any material damage to or defect in any part or appurtenance of the Building's sanitary, electrical, heating, ventilating, air-conditioning, elevator or other systems located in or passing through the Premises or any part thereof, if and to the extent that Tenant shall have knowledge of any of the foregoing matters.

ARTICLE 18

Non-Liability and Indemnification

18.01. (a) Neither Landlord (except to the extent expressly set forth in this lease), any affiliate of Landlord or any Superior Mortgagee, nor any direct or indirect partner, member, trustee, managing agent, beneficiary, director, officer, shareholder, principal, agent, servant or employee of Landlord or of any affiliate of Landlord or any Superior Mortgagee (in any case whether disclosed or undisclosed)) (each of the foregoing being sometimes referred to herein as a "Landlord Party"), shall be liable to Tenant for any loss, injury or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any damage to property of Tenant or of others entrusted to employees of Landlord, nor for loss of or damage to any such property by theft or otherwise; provided, however, that subject to the provisions of Section 9.04 and Section 35.03, nothing contained in this Section 18.01(a) shall be construed to exculpate Landlord for loss, injury or damage to the extent caused by or resulting from the negligence of Landlord, its agents, servants, employees and contractors in accessing the Premises. Further, no Landlord Party shall be liable, even if negligent, for indirect, consequential, special, punitive, exemplary, incidental or other like damages arising out of any loss of use of the Premises or any equipment, facilities or other Tenant's Property therein by Tenant or any person claiming through or under Tenant.

(b) Neither Tenant (except to the extent expressly set forth in this lease), any Affiliate of Tenant, nor any direct or indirect partner, member, trustee, managing agent, beneficiary, director, officer, shareholder, principal, agent, servant or employee of Tenant (in any case whether disclosed or undisclosed) (each of the foregoing being sometimes referred to herein as a "Tenant Party"), shall be liable to Landlord for any loss, injury or damage to Landlord or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any damage to property of Landlord or of others entrusted to employees of Tenant, nor for loss of or damage to any such property by theft or otherwise; provided, however, that subject to the provisions of Section 9.04, nothing contained in this Section 18.01(b) shall be construed to exculpate Tenant for loss, injury or damage to the extent caused by or resulting from the negligence of Tenant, its agents, servants, employees and contractors in the operation or maintenance of the Premises. Further, no Tenant Party shall be liable, even if negligent, for indirect, consequential, special, punitive, exemplary, incidental or other like damages arising out of any loss of use of Premises or any equipment, facilities or other property of Landlord by Landlord or any person claiming through or under Landlord (including, without limitation, damages for lost profits or opportunities, or the loss by foreclosure, deed in lieu, or otherwise, of all or any portion of Landlord's interest in the Premises).

18.02. Subject to the terms of Section 9.04 relating to waivers of subrogation (to the extent that such waivers of subrogation shall be applicable in any case), Tenant shall indemnify and hold harmless each Landlord Party from and against any and all claims arising from or in connection with (a) the occupancy, conduct or management of the Real Property or of any business therein, or any work or thing whatsoever done, or any condition created (other than by Landlord, its agents, employees or contractors) in or about the Real Property during the term of this lease; (b) any act, omission (where there is an affirmative duty to act) or negligence of Tenant or any of its subtenants or licensees or its or their partners, directors, principals, shareholders, officers, agents, employees or contractors; (c) any accident, injury or damage whatever (except to the extent caused by the negligence or willful misconduct of Landlord or its agents, employees, or contractors) occurring in, at or upon the Real Property; and (d) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this lease. In case any action or proceeding be brought against Landlord and/or any Landlord Parties by reason of any such claim, Tenant, upon notice from Landlord or such Landlord Party, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Landlord and such Landlord Party. Provided that Tenant complies with the requirements of this Section with respect to any third-party claim, Tenant shall not be liable for the costs of any separate counsel employed by Landlord or any Landlord Party with respect thereto. If the issuer of any insurance policy maintained by Tenant and meeting the applicable requirements of this lease shall assume the defense of any such third-party claim, then Landlord and such Landlord Party shall permit such insurance carrier to defend the claim with its counsel and (i) neither Landlord nor any Landlord Party shall settle such claim without the consent of the insurance carrier (unless such settlement would relieve Landlord or such Landlord Party of all liability for which Tenant or its insurance carrier may be liable hereunder and Tenant and its insurance carrier shall have no liability for such settlement), (ii) Tenant shall have the right to settle such claim without the consent of Landlord if Landlord and each Landlord Party and their respective insurance carriers would be relieved of all liability in connection therewith, (iii) Landlord and each applicable Landlord Party shall reasonably cooperate, at Tenant's expense, with the insurance carrier in its defense of any such claim, and (iv) Tenant shall not be liable for the costs of any separate counsel employed by Landlord or any Landlord Party. In no event shall Tenant be liable for indirect, consequential, special, punitive, exemplary, incidental or other like damages (including, without limitation, damages for lost profits or opportunities, or the loss by foreclosure, deed in lieu, or otherwise, of all or any portion of Landlord's interest in the Premises). The provisions of the preceding four sentences shall apply with full force and effect to any obligation of Tenant contained in this lease to indemnify Landlord and/or all Landlord Parties, without respect to whether such indemnification obligation is set forth in this Article 18 or elsewhere in this lease.

18.03. Notwithstanding anything contained in Section 18.01 to the contrary and subject to the terms of Section 9.04 relating to waivers of subrogation (to the extent that such waivers of subrogation shall be applicable in any case), Landlord shall

indemnify and hold harmless each Tenant Party from and against (a) any and all third-party claims arising from or in connection with any act, omission (where there is an affirmative duty to act) or negligence of Landlord and its partners, directors, principals, shareholders, officers, agents, employees or contractors, and (b) any breach or default by Landlord in the full and prompt performance of Landlord's obligations under this lease; together with all reasonable out-of-pocket costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable out-of-pocket attorneys' fees and expenses. In no event shall Landlord be liable for indirect, consequential, special, punitive, exemplary, incidental or other like damages (including, without limitation, damages for lost profits or opportunities, or the loss by foreclosure, deed in lieu, or otherwise, of all or any portion of Tenant's interest in the Premises). If any such third-party claim is asserted against Tenant and/or any Tenant Party, Tenant shall give Landlord prompt notice thereof and Landlord shall resist and defend such third-party claim (including any action or proceeding thereon) by counsel reasonably satisfactory to Tenant. Provided that Landlord complies with the requirements of this Section with respect to any third-party claim, Landlord shall not be liable for the costs of any separate counsel employed by Tenant or any Tenant Party with respect thereto. If the issuer of any insurance policy maintained by Landlord and meeting the applicable requirements of this lease shall assume the defense of any such third-party claim, then Tenant shall permit such insurance carrier to defend the claim with its counsel and (i) neither Tenant nor any Tenant Party shall settle such claim without the consent of the insurance carrier (unless such settlement would relieve Tenant or such Tenant Party of all liability for which Landlord or its insurance carrier may be liable hereunder and Landlord and its insurance carrier shall have no liability for such settlement), (ii) Landlord shall have the right to settle such claim without the consent of Tenant if Tenant, each Tenant Party and their respective insurance carriers would be relieved of all liability in connection therewith, (iii) Tenant and each applicable Tenant Party shall reasonably cooperate, at Landlord's expense, with the insurance carrier in its defense of any such claim, and (iv) Landlord shall not be liable for the costs of any separate counsel employed by Tenant or any Tenant Party. The provisions of this Section 18.03 shall apply with full force and effect to any obligation of Landlord contained in this lease to indemnify Tenant and/or a Tenant Party, without respect to whether such indemnification obligation is set forth in this Article 18 or elsewhere in this lease.

ARTICLE 19

Damage or Destruction

19.01. For purposes of this lease, the following terms shall have the following meanings:

(a) the term "Leasehold Improvements" shall mean all improvements heretofore or hereafter made to portions of the Premises other than portions of the Premises constituting Base Elements.

(b) the term "Base Elements" shall mean the structure, core and shell of the Building and the Building's Systems.

(c) the term "Building Systems" shall mean (1) the elevators and escalators of the Building; (2) the window washing and waste compacting and removal equipment of the Building; (3) the core toilets and utility closets of the Building, and all fixtures and equipment installed therein; and (4) the electrical, HVAC, mechanical, chilled water, condenser water, plumbing, domestic water, sanitary, sprinkler, fire control, alarm and prevention, BMS, life safety and security systems and other facilities of the Building (together with all related equipment), brought to and including, but not beyond, the point on each floor of the Building at which such systems connect to horizontal distribution facilities; provided, however that, notwithstanding anything contained in this clause (4) to the contrary, the following shall be considered part of the Building Systems: (x) the entire main distribution loop of the sprinkler system on each floor of the Building and (y) the entire perimeter HVAC system on each floor of the Building.

19.02. If the Premises shall be partially or totally damaged or destroyed by fire or other casualty (and if this lease shall not be terminated as hereinafter provided in this Article 19), then:

(a) Tenant (or in the case, Tenant has exercised the Insurance Election, Landlord, in which case, the obligations of Landlord under this Section 19.02 may herein be called "Landlord's Restoration Obligation") shall promptly settle any insurance claims and repair the damage to and restore and rebuild the Base Elements (subject to changes thereto necessitated by Legal Requirements) diligently and in a workmanlike manner (it being understood and agreed that Tenant's obligations under this Section 19.02 to restore and rebuild the Base Elements shall not be contingent upon receipt of proceeds or settlement of any insurance claims nor shall Tenant's restoration obligations be contingent in any way on any alleged breach of non-performance by Landlord under the lease or any alleged invalidity of any provision of the lease), and

(b) Tenant shall (i) at Tenant's option, restore all or such portion of Tenant's Property as Tenant may elect to restore and (ii) at Tenant's option, to be exercised separately with respect to each floor of the Premises, either

(A) repair the damage to and restore such portion of the Leasehold Improvements on such floor as shall, at a minimum, result in a usable open floor plan, including, without limitation, ceiling, lighting and floor coverings and any and all Leasehold Improvements which are required to be installed therein to permit such floor to be used in compliance with

applicable Legal Requirements (herein collectively called the "Improvements Restoration Work"); or

(B) demolish the Leasehold Improvements located on such floor (herein called the "Improvements Demolition Work"),

which Improvements Restoration Work or Improvements Demolition Work (as the case may be) shall be performed diligently and in a workmanlike manner.

The Improvements Restoration Work and the Improvements Demolition Work shall be deemed to constitute Alterations for the purposes of Article 11. The proceeds of policies providing coverage for the Base Elements (but only if Tenant has not exercised the Insurance Election) and Leasehold Improvements shall be paid to Tenant, to be used by Tenant to restore and rebuild the Base Elements and perform the Improvements Restoration Work and/or the Improvements Demolition Work (as the case may be), to the extent Tenant is to perform the same, and otherwise to be retained by Tenant. If Tenant shall have exercised the Insurance Election and this lease shall be terminated by Tenant pursuant to this Article 19, then, Landlord shall pay to Tenant the portions of any proceeds of Landlord's insurance policies that are attributable to any Tenant-Funded Residual Cap Ex Amounts.

19.03. If Tenant has not exercised the Insurance Election and all or part of the Premises shall be damaged or destroyed or rendered completely or partially untenable or inaccessible on account of fire or other casualty there shall be no abatement in Fixed Rent or Additional Charges under Article 3.

19.04. If Tenant has exercised the Insurance Election, then, in the case of any damage or destruction mentioned in this Article 19 that occurs during the period that Landlord is required to maintain insurance pursuant to Section 9.06 and Section 9.07 that results in at least one full floor of the Premises being rendered untenable (and such affected portion of the Premises cannot be made tenantable within sixty (60) days from the date of such casualty), then effective as of the date of such casualty this lease shall automatically, without further action or execution by the parties, be deemed to be restated and amended to reflect all of the terms and conditions set forth in the form of Restated and Amended Lease as if the Surrender Date had occurred, and the premises demised to Tenant thereunder shall exclude the full floor portions of the Premises so rendered untenable (with appropriate reductions in the Fixed Rent and Tenant's proportionate share in operating expenses and real estate taxes). In the event of any damage or destruction mentioned in this Article 19 that occurs during the period that Landlord is required to maintain insurance pursuant to Section 9.06 and Section 9.07 that affects (x) one or more partial Office Floors and/or all or any portion of the retail and/or storage areas of the Premises in the Lobby and/or Concourse of the Building and/or all or any portion of the Deemed Common Areas and/or (y) one or more full Office Floors for which it is determined that same can be restored and made tenantable in less than the sixty (60) day period referred to above (irrespective of whether such restoration is

completed with said sixty (60) days), then, in any such case, the respective repair and restoration obligations of Landlord and Tenant with respect thereto shall be as set forth in the Amended and Restated Lease (irrespective of the fact that the Amended and Restated Lease is not then in effect) and Tenant shall be entitled to an abatement in rent with respect thereto in accordance with the terms of the Amended and Restated Lease (irrespective of the fact that the Amended and Restated Lease is not then in effect). For purposes of this Article 19, the term "untenantable" shall mean inaccessible or unusable for the normal conduct of Tenant's (or any of its subtenant's) business in a manner which is consistent with Tenant's (or such subtenant's) use prior to the occurrence of the casualty in question and Tenant ceases the operation of its business within the Premises (or the portion thereof deemed "untenantable", as the case may be) other than to the limited extent of Tenant's security personnel for the preservation of Tenant's property, Tenant's insurance adjusters, and/or a minimal number of Tenant's employees for file retrieval, planning of temporary relocation and other disaster recovery functions (collectively, "Disaster Functions"). In the event that a portion of any floor of the Premises is rendered untenantable and in Tenant's good faith judgment Tenant cannot use the tenantable portion of such floor for the conduct of Tenant's (or any of its subtenant's) business in a manner which is consistent with Tenant's (or such subtenant's) use prior to the occurrence of such casualty and Tenant (or such subtenant) ceases the operation of its business within the entire floor (except for Disaster Functions), such entire floor shall be deemed to be untenantable. In the event that a portion of the Premises is rendered untenantable and in Tenant's good faith judgment Tenant cannot use the tenantable portion of the Premises for the conduct of Tenant's business in a manner which is consistent with Tenant's use prior to the occurrence of such casualty and Tenant ceases the operation of its business within the entire Premises (except for Disaster Functions), the entire Premises shall be deemed to be untenantable.

19.05. Landlord and Tenant shall cooperate with each other in connection with the settlement of any insurance claims and the collection of any insurance proceeds payable in respect of any casualty to the Building and/or Leasehold Improvements and/or Tenant's Property and in the performance of their respective restoration obligations, and shall comply with all reasonable requests made by the other in connection therewith, including, without limitation, the execution of any affidavits required by the applicable insurance companies.

19.06. Except to the extent expressly set forth in this Article 19, Tenant shall not be entitled to terminate this lease and Landlord shall have no liability to Tenant for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises pursuant to this Article 19.

19.07. Except to the extent Tenant has exercised the Insurance Election, Landlord will not be obligated to carry insurance of any kind on the Base Elements, Tenant's Property or on Tenant's Leasehold Improvements and shall not be obligated to

repair any damage to or replace any of the foregoing and, Tenant agrees to look solely to its insurance for recovery of any damage to or loss of any of the foregoing.

19.08. The provisions of this Article 19 shall be deemed an express agreement governing any case of damage or destruction of the Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

ARTICLE 20

Eminent Domain -----

20.01. If the whole of the Building or the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, this lease and the term and estate hereby granted shall terminate as of the date of vesting of title on such taking (herein called the "Date of the Taking"), and the Fixed Rent and Additional Charges shall be prorated and adjusted as of such date.

20.02. If twenty-five (25%) percent or more of the Premises shall be so taken and the remaining area of the Premises shall not be sufficient, in Tenant's reasonable judgment, for Tenant to continue the normal operation of its business, or if permanent access to the Premises or Building shall be taken, Tenant may terminate this lease by giving Landlord notice to that effect within ninety (90) days after the Date of the Taking. This lease shall terminate on the date set forth in such notice from Tenant to Landlord, which date shall be no more than ninety (90) days after the date such notice is given, and the Fixed Rent and Additional Charges shall be prorated and adjusted as of such termination date, except that with respect to any portion of the Premises which is the subject of the taking, if earlier, as of the Date of the Taking. Upon such partial taking and this lease continuing in force as to any part of the Premises, the Fixed Rent and Additional Charges shall be adjusted according to the rentable area remaining.

20.03. Landlord shall be entitled to receive the entire award or payment in connection with any taking without deduction therefrom for any estate vested in Tenant by this lease and Tenant shall receive no part of such award except as hereinafter expressly provided in this Article 20. Tenant hereby expressly assigns to Landlord all of its right, title and interest in and to every such award or payment; provided, however, that Tenant shall have the right to make a claim for the value of Tenant's moving expenses, and for any of Tenant's Property and any of Tenant's furniture, fixtures and equipment taken and, if the provisions of Section 20.05 apply, for the cost of Tenant's restoration obligations thereunder.

20.04. (a) If the temporary use or occupancy of all or any part of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose during the term of this lease, Tenant shall be entitled to receive the entire award or payment for such taking. Unless this lease shall be terminated as provided in Section 20.04(b) or Section 20.04(c), this lease shall be and remain unaffected by such taking and Tenant shall continue to be responsible for all of its obligations hereunder insofar as such obligations are not affected by such taking and shall continue to pay in full the Fixed Rent and Additional Charges when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date of this lease, that part of the award which represents compensation for the use and occupancy of the Premises (or a part thereof) shall be divided between Landlord and Tenant so that Tenant shall receive so much thereof as represents the period up to and including such Expiration Date and Landlord shall receive so much thereof as represents the period after such Expiration Date. All monies paid as, or as part of, an award for temporary use and occupancy for a period beyond the date to which the Fixed Rent and Additional Charges have been paid shall be received, held and applied by Landlord as a trust fund for payment of the Fixed Rent and Additional Charges becoming due hereunder.

(b) If the period of any taking of the temporary use and occupancy of fifty percent (50%) or more of the rentable area of any Office Floor or fifty percent (50%) or more of the rentable area of the entire Premises (a "Temporary Taking Period") shall exceed twelve (12) months, Tenant may terminate this lease with respect to (x) the portion of such Office Floor or the portion of the entire Premises so taken, (y) the entirety of any such Office Floor or (z) the entirety of the Premises, as the case may be. In the event that Tenant becomes entitled to terminate this lease in whole or in part pursuant to the preceding sentence, Tenant may do so by giving a notice to such effect to Landlord at any time following the date on which Tenant becomes so entitled but prior to the date on which the Temporary Taking Period ends, and unless the Temporary Taking Period shall end prior to the expiration of thirty (30) days from Tenant's giving of such notice, this lease and the term and estate hereby granted (with respect to the entire Premises or the portion thereof designated in Tenant's notice) shall terminate as of such thirtieth (30th) day with the same force and effect as if such date were the Expiration Date specified herein with respect to the entire Premises or such portion thereof.

(c) In the event that it shall be determined or the parties shall receive notice that the Temporary Taking Period with respect to fifty percent (50%) or more of the rentable area of any Office Floor or fifty percent (50%) or more of the rentable area of the entire Premises is expected to exceed the shorter of (x) eighteen (18) months and (y) the remainder of the term of this lease (as the same may have theretofore been extended in accordance with Article 36), Tenant shall have the right, within sixty (60) days after the date of such determination or notice, as applicable, to terminate this lease with respect to (i) the portion of such Office Floor or the portion of the entire Premises so taken, (ii) the entirety of any such Office Floor or (iii) the entirety of the Premises, as the case may be, and on the date set forth in such notice, which shall not in

any event be more than ninety (90) days after the giving of such notice, this lease will terminate (with respect to the entire Premises or the portion thereof designated in Tenant's notice) as if such date were the Expiration Date specified herein with respect to the entire Premises or such portion thereof.

20.05. In the event of a taking of less than the whole of the Building and/or the Land which does not result in termination of this lease, or in the event of a taking for a temporary use or occupancy of all or any part of the Premises which does not result in a termination of this lease, (a) Tenant, at its expense, and whether or not any award or awards shall be sufficient for the purpose, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Premises to substantially their former condition to the extent that the same may be feasible (subject to reasonable changes which Tenant shall deem desirable) and so as to constitute a complete and rentable Building and (b) Tenant, at its expense, shall proceed with reasonable diligence (i) at Tenant's option, to repair all or such portions of Tenant's Property as Tenant may elect to repair and (ii) at Tenant's option, to be exercised separately with respect to each floor of the Premises, either:

(A) repair the remaining parts of the Leasehold Improvements on such floor as shall, at a minimum, result in a usable open floor plan, including, without limitation, ceiling, lighting and floor coverings and any and all parts of the Leasehold Improvements which are required to be installed therein to permit such floor to be used in compliance with applicable Legal Requirements; or

(B) demolish the Leasehold Improvements located on such floor.

Notwithstanding anything to the contrary contained herein, in the event of any taking pursuant to this Section 20.3, the entire award received by Landlord pursuant to Section 20.3 shall be held in trust by Landlord for the benefit of Tenant and paid to Tenant for application to the cost of restoration of the Base Elements in accordance with this Section 20.5 and subject to the provisions of Section 20.3, the balance of such award, if any remaining after such application, shall belong to Landlord.

20.06. The provisions of Section 35.04 regarding Force Majeure Causes shall have no applicability to the provisions of this Article 20, and in no event will any of the time periods set forth in this Article 20 be extended as the result of Force Majeure Causes.

ARTICLE 21

Surrender

21.01. On the Expiration Date or upon any earlier termination of this lease, or upon any reentry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this lease, free and clear of all lettings, occupancies, liens and encumbrances caused or created by Tenant or any person claiming through or under Tenant, other than those agreements of record (the "Recorded Agreements") which Landlord took subject to at the time of its acquisition of the Real Property (as same are expressly set forth in Schedule 3.1(b) to the Purchase and Sale Agreement dated as of May 4, 2005 between Tenant, as seller, and Landlord, as purchaser) or permitted under Article 33, or otherwise consented to by Landlord and Tenant shall remove all of the Tenant's Property therefrom except as otherwise expressly provided in this lease. The provisions of this Section 21.01 shall survive the expiration or earlier termination of this lease.

21.02. On or promptly following the Expiration Date or any earlier termination of this lease, or any reentry by Landlord upon the Premises, Tenant shall also deliver to Landlord all keys, cardkeys and lock combinations for the Premises, originals or copies of all operating manuals, operating records and maintenance records and logs relating to the Premises, and originals or copies of all permits, licenses, certificates of occupancy, approvals, architectural, mechanical, electrical, structural and other plans, studies, drawings, specifications, surveys, renderings and technical descriptions that relate to the ownership and use of the Premises, to the extent the same are in Tenant's possession and to the extent (but only to the extent) the same are transferable and do not contain any proprietary or confidential information. The provisions of this Section 21.02 shall survive the expiration or earlier termination of this lease.

21.03. No act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord and consented to by each Superior Mortgagee whose lease or mortgage, as the case may be, provides that no such surrender may be accepted without its consent.

ARTICLE 22

Conditions of Limitation

22.01. This lease and the term and estate hereby granted are subject to the limitation that whenever Tenant shall make an assignment for the benefit of creditors, or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary

petition alleging an act of bankruptcy or insolvency shall be filed against Tenant under any bankruptcy or insolvency law, or whenever a petition shall be filed by or against Tenant under the reorganization provisions of the United States Bankruptcy Code (herein called the "Bankruptcy Code") or under the provisions of any law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the Bankruptcy Code or under the provisions of any law of like import, or whenever a permanent receiver of Tenant or of or for the property of Tenant shall be appointed, then Landlord (a) if such event occurs without the acquiescence of Tenant at any time after the event continues for one hundred eighty (180) days, or (b) in any other case at any time after such event continues for sixty (60) days after written notice thereof has been given by Landlord to Tenant and any Leasehold Mortgagee whose name and address has been delivered to Landlord, may give Tenant and any such Leasehold Mortgagee a notice of intention to end the term of this lease at the expiration of ten (10) days from the date of service of such notice of intention to Tenant and such Leasehold Mortgagee, and upon the expiration of said ten (10) day period this lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were the expiration date of this lease, but Tenant shall remain liable for damages as provided in Article 24.

22.02. This lease and the term and estate hereby granted are subject to the further limitations that:

(a) if Tenant shall default in the payment of any Fixed Rent or Additional Charges and such failure continues for (i) thirty (30) days after written notice thereof has been given to Tenant and any Leasehold Mortgagee whose name and address has been delivered to Landlord and (ii) an additional thirty (30) days after written notice of such continued failure has been given to Tenant and any such Leasehold Mortgagee, or

(b) if Tenant shall, whether by action or inaction, be in default of any of its obligations under this lease (other than a default in the payment of Fixed Rent or Additional Charges) and (i) such default shall continue and not be remedied within thirty (30) days after Landlord shall have given to Tenant and any Leasehold Mortgagee whose name and address has been delivered to Landlord a written notice specifying the same, and (ii) such default shall thereafter continue and not be remedied within an additional thirty (30) days after Landlord shall have given to Tenant and any such Leasehold Mortgagee an additional written notice specifying the same, or, in the case of a default which cannot with due diligence be cured prior to the expiration of such additional thirty (30) day period, if Tenant, or such Leasehold Mortgagee shall not (A) prior to the expiration of such additional thirty (30) day period advise Landlord of its intention to take all steps reasonably necessary to remedy such default, (B) duly commence prior to the expiration of such additional thirty (30) day period, and thereafter diligently prosecute to completion, all steps reasonably necessary to remedy the default and (C) complete such remedy within a reasonable time after the date of said notice (or additional notice, as the case may be) of Landlord, or

(c) if any event shall occur or any contingency shall arise whereby this lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted by Article 7 or Article 43 and (i) such event or contingency shall not be rescinded without adverse consequences, cost or liability to Landlord within thirty (30) days after written notice thereof has been given by Landlord to Tenant and any Leasehold Mortgagee whose name and address has been delivered to Landlord and (ii) such event or contingency shall thereafter continue not to be rescinded without adverse consequences, cost or liability to Landlord within thirty (30) days after a second written notice thereof has been given by Landlord to Tenant and any such Leasehold Mortgagee,

then in any of said cases Landlord may give to Tenant and any such Leasehold Mortgagee a notice of intention to end the term of this lease at the expiration of ten (10) days from the date of the service of such notice of intention, and upon the expiration of said ten (10) days this lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day was the day herein definitely fixed for the end and expiration of this lease, but Tenant shall remain liable for damages as provided in Article 24. All notices given to Tenant and any such Leasehold Mortgagee under this Section 22.02 shall contain a statement in at least 12-point bold type and capital letters stating "THIS IS A DEFAULT NOTICE" as a condition to the effectiveness thereof.

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

lease, at law or in equity, Landlord shall have the same rights and remedies against the lessee as if the lessee had entered into such new lease and such new lease had thereafter been terminated at the beginning of its term by reason of the default of the lessee thereunder.

(b) If pursuant to the Bankruptcy Code Tenant is permitted to assign this lease in disregard of the restrictions contained in Article 7 (or if this lease shall be assumed by a trustee), the trustee or assignee shall cure any default under this lease and shall provide adequate assurance of future performance by the trustee or assignee including (i) of the source of payment of rent and performance of other obligations under this lease and (ii) that the use of the Premises shall in no way diminish the reputation of the Building as a first-class office building or impose any additional burden upon the Building or increase the services to be provided by Landlord. If all defaults are not cured and such adequate assurance is not provided within sixty (60) days after there has been an order for relief under the Bankruptcy Code, then this lease shall be deemed rejected, Tenant or any other person in possession shall vacate the Premises, and Landlord shall be entitled to retain any rent or security deposit previously received from Tenant and shall have no further liability to Tenant or any person claiming through Tenant or any trustee. If Tenant's trustee, Tenant or Tenant as debtor-in-possession assumes this lease and proposes to assign the same (pursuant to Title 11 U.S.C. Section 365, as the same may be amended) to any person, including, without limitation, any individual, partnership or corporate entity, who shall have made a bona fide offer to accept an assignment of this lease on terms acceptable to the trustee, Tenant or Tenant as debtor-in-possession, then notice of such proposed assignment, setting forth (1) the name and address of such person, (2) all of the terms and conditions of such offer, and (3) the adequate assurance to be provided Landlord to assure such person's future performance under this lease, including, without limitation, the assurances referred to in Title 11 U.S.C. Section 365(b)(3) (as the same may be amended), shall be given to Landlord by the trustee, Tenant or Tenant as debtor-in-possession no later than twenty (20) days after receipt by the trustee, Tenant or Tenant as debtor-in-possession of such offer, but in any event no later than ten (10) days prior to the date that the trustee, Tenant or Tenant as debtor-in-possession shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to the trustee, Tenant or Tenant as debtor-in-possession, given at any time prior to the effective date of such proposed assignment, to accept an assignment of this lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this lease.

ARTICLE 23

Reentry by Landlord

23.01. If this lease shall terminate as provided in Article 22, Landlord or Landlord's agents and employees may immediately or at any time thereafter reenter the Premises, or any part thereof, either by summary dispossession proceedings or by any suitable action or proceeding at law, or otherwise as permitted by law (but in no event by forcible entry), without being liable to indictment, prosecution or damages therefor (except to the extent resulting from Landlord's negligence or willful misconduct), and may repossess the same, and may remove any person therefrom, to the end that Landlord may have, hold and enjoy the Premises. The word "reenter," as used herein, is not restricted to its technical legal meaning. If this lease is terminated under the provisions of Article 22, or if Landlord shall reenter the Premises under the provisions of this Article, or in the event of the termination of this lease, or of reentry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Tenant shall thereupon pay to Landlord the Fixed Rent and any and all Additional Charges payable up to the time of such termination of this lease (including without limitation any such Additional Charges payable pursuant to Section 24.05 and Article 27), or of such recovery of possession of the Premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 24.

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

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

payable by Tenant under Article 24 or pursuant to law, with the balance, if any, to be promptly refunded to Tenant.

ARTICLE 24

Damages

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

(a) a sum which at the time of such termination of this lease or at the time of any such reentry by Landlord, as the case may be, represents the then value of the excess, if any (assuming a discount at a rate per annum equal to the interest rate then applicable to United States Treasury Bonds having a term which most closely approximates the period commencing on the date that this lease is so terminated, or the date on which Landlord re-enters the Premises, as the case may be, and ending on the date on which this lease was scheduled to expire but for such termination or reentry), of (i) the aggregate amount of the Fixed Rent and the Net Taxes Additional Charges which would have been payable by Tenant (conclusively presuming the average monthly Net Taxes Additional Charges to be the same as were payable for the last twelve (12) calendar months, or if less than twelve (12) calendar months have then elapsed since the Commencement Date, all of the calendar months immediately preceding such termination or reentry) for the period commencing with such earlier termination of this lease or the date of any such reentry, as the case may be, and ending with the date contemplated as the expiration date hereof if this lease had not so terminated or if Landlord had not so reentered the Premises, over (ii) the aggregate fair market rental value of the Premises for the same period, or

(b) sums equal to the Fixed Rent and the Net Taxes Additional Charges which would have been payable by Tenant had this lease not so terminated, or had Landlord not so reentered the Premises, payable upon the due dates therefor specified herein following such termination or such reentry and until the date contemplated as the expiration date hereof if this lease had not so terminated or if Landlord had not so reentered the Premises; provided, however, that if Landlord shall relet the Premises during said period, or receive any other income or consideration in connection with the use or occupancy of the Premises or otherwise deriving therefrom (including without limitation through the receipt of insurance or condemnation proceeds), Landlord shall credit Tenant with the net rents received by Landlord from such reletting (or the net amounts of such other income or consideration), such net rents and other amounts to be determined by first deducting from the gross rents from such reletting (or the gross amounts of such other income or consideration) as and when received by Landlord the

reasonable and actual expenses incurred or paid by Landlord in terminating this lease or in reentering the Premises and in securing possession thereof, as well as the reasonable and actual expenses of reletting (including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions, reasonable legal fees, and all other customary and reasonable expenses properly chargeable against the Premises and the rental therefrom) or of realizing such other income or consideration, it being understood that any such reletting may be for a period shorter or longer than the remaining term of this lease; but in no event shall Tenant be entitled to receive any excess of such net rents or other amounts over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this subdivision to a credit in respect of any net rents from a reletting or any net amounts of such other income or consideration, except to the extent that such net rents or other amounts are actually received by Landlord. If the Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot basis shall be made of the rent received from such reletting and of the expenses of reletting.

If the Premises or any part thereof be relet by Landlord for the unexpired portion of the term of this lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable rental value for the Premises, or part thereof, so relet during the term of the reletting, provided that such reletting shall constitute a bona-fide arm's-length third party transaction. Notwithstanding anything to the contrary contained in this lease, Landlord shall use reasonable efforts to relet the Premises, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions (that may include concessions and free rent periods) as Landlord may reasonably determine, provided, however, that Landlord shall not be liable in any way whatsoever for its failure to relet the Premises or any part thereof, or if the Premises or any part thereof are relet, for its failure to collect the rent under such reletting, and no such failure to relet or failure to collect rent shall release or affect Tenant's liability for damages or otherwise under this lease.

If Landlord or any Affiliate of Landlord shall use or occupy the Premises or any portion thereof following the termination of this lease under the provisions of Article 22, the damages payable by Tenant pursuant to paragraph (b) above shall be reduced by the fair market rental value of the Premises or such portion thereof that is so occupied by Landlord or its Affiliate (or by the excess, if any, of such fair market rental value over the amounts, if any, actually paid by Landlord or such Affiliate in connection with such use or occupancy).

Notwithstanding anything to the contrary contained herein, Landlord shall not commence any action for, nor require Tenant to pay damages calculated in accordance with the provisions of paragraph (a) above prior to the date upon which any rights of any

Leasehold Mortgagee pursuant to Article 43 (if applicable) to cure Tenant's default and to request and receive a new lease have expired.

24.02. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this lease would have expired if it had not been so terminated under the provisions of Article 22, or had Landlord not reentered the Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove for and obtain as damages by reason of the termination of this lease or reentry on the Premises for the default of Tenant under this lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater than any of the sums referred to in Section 24.01. Notwithstanding any provisions of this lease to the contrary, Landlord shall not be liable to Tenant, and Tenant shall not be liable to Landlord, for indirect, consequential, special, punitive, exemplary, incidental or other like damages (including, without limitation, damages to Landlord for lost profits or opportunities, or the loss by foreclosure, deed in lieu, or otherwise, of all or any portion of Landlord's interest in the Premises), even if arising from any act, omission or negligence of such party or from the breach by such party of its obligations under this lease.

24.03. Intentionally Omitted.

24.04. In addition, if this lease is terminated under the provisions of Article 22, or if Landlord shall reenter the Premises under the provisions of Article 23, Tenant agrees that:

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

(b) Tenant shall have performed prior to any such termination any covenant of Tenant contained in this lease for the making of any Alterations or for restoring or rebuilding the Premises or any part thereof; and

(c) for the breach of any covenant of Tenant set forth above in this Section 24.04, Landlord shall be entitled immediately, without notice or other action by Landlord, to recover, and Tenant shall pay, as and for liquidated damages therefor, the cost of performing such covenant (as estimated by a reputable independent contractor selected by Landlord).

24.05. In addition to any other remedies Landlord may have under this lease, and without reducing or adversely affecting any of Landlord's rights and remedies under Article 22, if any installment of Fixed Rent or of any Additional Charges payable hereunder by Tenant to Landlord is not paid within five (5) Business Days after the due date thereof, the same shall bear interest at the Interest Rate from the due date thereof until paid, and the amount of such interest shall be an Additional Charge hereunder. For the purposes of this Section 24.04, a rent bill sent by first class mail, to the address to which notices are to be given under this lease, shall be deemed a proper demand for the payment of the amounts set forth therein. To the extent that Tenant is required under this lease to make any payments directly to third parties on behalf of Landlord, Tenant shall be responsible for any late charges or interest imposed by such third parties in the event that Tenant does not make such payments in a timely manner.

ARTICLE 25

Affirmative Waivers

25.01. Tenant, on behalf of itself and any and all persons claiming through or under Tenant, does hereby waive and surrender all right and privilege which it, they or any of them might have under or by reason of any present or future law, to redeem the Premises or to have a continuance of this lease after being dispossessed or ejected therefrom by process of law or under the terms of this lease or after the termination of this lease as provided in this lease.

25.02. If Tenant shall be in default, after the expiration of any applicable notice and grace periods, in the payment of Fixed Rent or Additional Charges, Tenant waives Tenant's right, if any, to designate the items to which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to such items as Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items which any such payments shall be credited.

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

25.04. Tenant shall not interpose any counterclaim of any kind in any action or proceeding commenced by Landlord to recover possession of the Premises (other than compulsory counterclaims), provided that nothing herein shall be deemed to preclude Tenant from bringing a separate action for any claim that Tenant may have hereunder.

ARTICLE 26

No Waivers

26.01. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this lease or of the right to exercise such election, and such right to insist upon strict performance shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord or tender by Tenant of Fixed Rent or partial payments thereof or Additional Charges or partial payments thereof with knowledge of breach by Tenant or Landlord, as the case may be, of any obligation of this lease shall not be deemed a waiver of such breach.

26.02. If there be any agreement between Landlord and Tenant providing for the cancellation of this lease upon certain provisions or contingencies and/or an agreement for the renewal hereof at the expiration of the term, the right to such renewal or the execution of a renewal agreement between Landlord and Tenant prior to the expiration of the term shall not be considered an extension thereof or a vested right in Tenant to such further term so as to prevent Landlord from canceling this lease and any such extension thereof during the remainder of the original term; such privilege, if and when so exercised by Landlord, shall cancel and terminate this lease and any such renewal or extension; any right herein contained on the part of Landlord to cancel this lease shall continue during any extension or renewal hereof; any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term, unless such additional options are expressly provided for herein.

ARTICLE 27

Curing Tenant's Defaults

27.01. If Tenant shall default in the performance of any of Tenant's obligations under this lease and such default continues after written notice and the expiration of the applicable grace period, if any, Landlord or any Superior Mortgagee without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant (provided such expense is commercially reasonable). If Landlord effects such cure by bonding any lien which Tenant is required to bond, Tenant shall obtain and substitute a bond for Landlord's bond at its sole cost and expense and reimburse Landlord for the commercially reasonable cost of Landlord's bond.

27.02. Bills for any reasonable actual out-of-pocket expenses incurred by Landlord in connection with any such performance by it for the account of Tenant, and bills for all reasonable actual out-of-pocket costs, expenses and disbursements of every kind and nature whatsoever, including reasonable counsel fees, involved in collecting or endeavoring to collect the Fixed Rent or Additional Charges or any part thereof or enforcing or endeavoring to enforce any rights against Tenant or Tenant's obligations hereunder, under or in connection with this lease or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings or in recovering possession of the Premises after default by Tenant or upon the expiration or sooner termination of this lease, and interest on all sums advanced by Landlord under this Section 27.02 and/or Section 27.01 (at the Interest Rate or the maximum rate permitted by law, whichever is less) may be sent by Landlord to Tenant monthly, or immediately, at its option, and such amounts shall be due and payable (as Additional Charges) in accordance with the terms of such bills, but not sooner than thirty (30) days after the rendering of such bills, together with reasonable documentation with respect to such expenses. Notwithstanding anything to the contrary contained in this Section, Tenant shall have no obligation to pay the costs, expenses or disbursements of Landlord in any proceeding in which there shall have been rendered a final judgment against Landlord, and the time for appealing such final judgment shall have expired (the "Appeal Deadline") and within thirty (30) days following the Appeal Deadline, Landlord shall reimburse to Tenant any amounts on account thereof that were previously paid by Tenant to any such party together with interest thereon at the Base Rate calculated from the date such amounts were paid by Tenant until the date on which Tenant is so reimbursed in full.

ARTICLE 28

Broker

28.01 Landlord and Tenant each covenant, warrant and represent that, except for Citigroup Global Markets, Inc. ("Broker") no broker was instrumental in bringing about or consummating this lease and that it had no conversations or negotiations with any broker concerning the leasing of the Premises to Tenant. Tenant agrees to indemnify and hold harmless Landlord against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, arising out of any conversations or negotiations had by Tenant with any broker (including Broker). Landlord agrees to indemnify and hold harmless Tenant against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, arising out of conversations or negotiations had by Landlord with any broker other than Broker. The provisions of this Article 28 shall survive the expiration or earlier termination of this Lease.

ARTICLE 29

Notices

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

If to Landlord as follows:

Reckson Court Square, LLC
c/o Reckson Associates Realty Corp.
1350 Avenue of the Americas
Suite 901
New York, New York 10019
Attn: Property Management

with a copy to:

Reckson Associates Realty Corp.
225 Broadhollow Road
Melville, New York 11747
Attn: General Counsel

If to Tenant as follows:

Citigroup Realty Services
One Court Square
Long Island City, New York 11120
Attn: Director of Real Estate

And

Citigroup Inc.
Corporate Law Department
909 Third Avenue, 15th Floor
New York, New York 10043
Attn: Associate General Counsel of Real Estate

with a copy to:
Paul, Hastings, Janofsky & Walker LLP
75 East 55th Street
New York, New York 10022
Attn: Dean A. Stiffle, Esq.

and shall be deemed to have been given, rendered or made (i) if mailed, on the second Business Day following the day so mailed, unless mailed to a location outside of the State of New York, in which case it shall be deemed to have been given, rendered or made on the third (3rd) Business Day after the day so mailed, (ii) if sent by nationally recognized overnight courier, on the first Business Day following the day sent or (iii) if sent by personal delivery, when delivered and receipted by the party to whom addressed (or on the date that such receipt is refused, if applicable). Either party may, by notice as aforesaid, designate a different address or addresses for notices intended for it. Rent bills may be given by ordinary mail to Tenant's first address above only, or to such other address as Tenant shall specify. Tenant may send proofs of payment of Additional Charges by ordinary mail to Landlord's first address above only, or to such other address as Landlord shall specify.

29.02. Notices hereunder from Landlord may be given by Landlord's managing agent, if one exists, or by Landlord's attorney. Notices hereunder from Tenant may be given by Tenant's attorney.

29.03. In addition to the foregoing, Landlord or Tenant may, from time to time, request in writing that the other party serve a copy of any notice on one other person or entity designated in such request, and Landlord shall also have the right to request in writing that Tenant serve a copy of any notice on any Superior Mortgagee, such service in any case to be effected as provided in Section 29.01 or 29.02.

29.04. All notices given by Landlord under Section 22.02 shall contain a statement in at least 12-point bold type and capital letters stating "THIS IS A DEFAULT NOTICE" as a condition to the effectiveness thereof.

ARTICLE 30

Estoppel Certificates -----

30.01. Each party agrees, at any time and from time to time, as requested by the other party with not less than ten (10) Business Days' prior notice, to execute and deliver to the other a statement in the form annexed hereto as Exhibit M-1 (with such

other information concerning this lease as Landlord or any Superior Mortgagee may reasonably request), in the case of a statement to be delivered by Tenant, and in the form annexed hereto as Exhibit M-2 (with such other information concerning this lease as Tenant may reasonably request), in the case of a statement to be delivered by Landlord, it being intended that any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by the party requesting the certificate and by others with whom such party may be dealing, regardless of independent investigation; provided, however, the reliance referred to herein shall be limited to the party giving such statement being estopped from contradicting any of the statements made in such certificate.

ARTICLE 31

Memorandum of Lease

31.01. Tenant shall not record this lease, but contemporaneous herewith, Landlord and Tenant shall execute, acknowledge and deliver to other, and Tenant may record, a statutory form of memorandum with respect to this lease pursuant to the provisions of Section 291-C of the Real Property Law of the State of New York. Following the expiration of the term of this lease (as the same may be extended), Tenant shall enter into such documentation as is reasonably required by Landlord in form reasonably acceptable to Tenant to remove the memorandum of record. The form of memorandum of lease annexed hereto as Exhibit I is hereby approved by both Landlord and Tenant for purposes of this Article 31.

ARTICLE 32

No Representations by Landlord

32.01. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this lease or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this lease and shall expressly refer to this lease. All understandings and agreements heretofore had between the parties are merged in this lease and any other written agreement(s) made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation, neither party relying upon any statement or representation not embodied in this lease or any other written agreement(s) made concurrently herewith.

ARTICLE 33

Easements

33.01. So long as Tenant is a Citibank Tenant, Tenant shall have the right to grant easements or enter into reciprocal easement or other agreements to the extent desirable for the purposes of (i) extending the sidewalks and/or closing off streets adjacent to Premises, and/or (ii) running, maintaining and operating telecommunication cabling (herein called "Cables") between the Real Property and the improvements, if any, to be constructed on that certain land located in Long Island City, New York more particularly shown as Phase I and Phase II on Exhibit L annexed hereto (the "Adjacent Parcel") (which easements, at the election of Tenant, may run with the land) so long as (a) any such easements and agreements do not materially reduce the value of the Premises, (b) any such easements and agreements do not materially adversely affect Landlord's ability to operate a multi-tenant Building under the Amended and Restated Lease or (c) any such easements and agreements do not adversely affect Landlord's ability to finance Landlord's interest in the Real Property, and (d) in the case of item (ii), the Adjacent Parcel is owned, controlled or occupied by Citibank, N.A. or any of its Affiliates, and Tenant, at its sole cost and expense, will be responsible to disconnect the Cables from the Adjacent Building and the Building and, if necessary, seal up any connecting pipes or conduits relating thereto, if the Cables are no longer being used by an occupant of both the Building and the Adjacent Building. Landlord shall, at no cost to Landlord, join in the grant of any such easements and shall cause any Superior Mortgagee to subordinate the lien of its mortgage or deed of trust thereto.

ARTICLE 34

Holdover

34.01. (a) In the event this lease is not renewed or extended or a new lease is not entered into between the parties, and if Tenant shall then hold over after the expiration of the term of this lease (it being agreed that Tenant shall not be deemed holding over by the mere fact that Tenant's Property and/or Specialty Alterations remain in the Premises after the expiration of the term of this lease), the parties hereby agree that Tenant's occupancy of the Premises after the expiration of the term shall be under a month-to-month tenancy commencing on the first day after the expiration of the term of this lease, which tenancy shall be upon all of the terms set forth in this lease except Tenant shall pay on the first day of each month of the holdover period as Fixed Rent, an amount equal to the product obtained by multiplying (i) the greater of (A) one-twelfth of the Fixed Rent payable by Tenant during the last year of the term of this lease (i.e., the year immediately prior to the holdover period) or (B) an amount equal to the then market rental value for the Premises, taking into account all relevant factors, by (ii) one hundred ten (110%) percent for the first month of such month-to-month tenancy, one hundred

fifteen (115%) percent for the next two months of such month-to-month tenancy, one hundred twenty-five (125%) percent for the next three months of such month-to-month tenancy, and one hundred fifty (150%) percent thereafter. Tenant may dispute such market rental value for the Premises as estimated by Landlord by giving notice to Landlord within, but in no event after, thirty (30) days after the giving of Landlord's notice to Tenant (as to the giving of which notice to Landlord, time shall be deemed of the essence). Enclosed with such notice, Tenant shall be required to furnish to Landlord the written opinion of a reputable New York licensed real estate broker having leasing experience in the Borough of Manhattan, for a period of not less than ten (10) years setting forth said broker's good faith opinion of the market rental value of the Premises. If Tenant and Landlord are unable to resolve any such dispute as to the market rental value for the Premises then such dispute shall be resolved by an independent arbitrator who shall be a real estate broker of similar qualifications and shall be selected from a listing of not less than three (3) brokers furnished by the Manhattan office of the American Arbitration Association (herein called the "AAA") (or any successor thereto) to Tenant and Landlord (at the request of either Landlord or Tenant). If Landlord and Tenant are unable to agree upon the selection of the individual arbitrator from such listing, then the first arbitrator so listed by the Manhattan office of the AAA (or any successor thereto) shall be conclusively presumed to have been selected by both Landlord and Tenant and the decision of such arbitrator shall be conclusive and binding upon the parties as to the market rental value for the Premises. Pending the determination of the market rental value of the Premises upon the expiration of the term of this lease, Tenant shall pay to Landlord as Fixed Rent an amount computed in accordance with clause (A) or (B) of this Section 34.01(a) (as Landlord shall then elect), and upon determination of the market rental value of the Premises in accordance with the preceding provisions hereof appropriate adjustments and payments shall be effected. In the event that Landlord shall have elected to charge Tenant Fixed Rent in an amount computed in accordance with clause (B) of this Section 34.01(a), then that portion of such Fixed Rent (herein called the "Holdover Stub Amount") that is the difference between (1) the Fixed Rent computed in accordance with clause (B) of this Section 34.01(a) and (2) the Fixed Rent computed in accordance with clause (A) of this Section 34.01(a), shall be held in escrow by a reputable law firm designated by Landlord pending the determination of the market rental value of the Premises in accordance with the preceding provisions hereof, and any interest earned on such Holdover Stub Amount shall be added to and follow that portion of the Holdover Stub Amount that is paid to Landlord and/or Tenant in accordance with the decision of the arbitrator making such determination. It is further stipulated and agreed that if Landlord shall, at any time after the expiration of the original term of this lease or after the expiration of any term created thereafter, proceed to remove Tenant from the Premises as a holdover, the Fixed Rent for the use and occupancy of the Premises during any holdover period shall be calculated in the same manner as set forth above.

(b) Notwithstanding anything to the contrary contained in this lease, the acceptance of any rent paid by Tenant pursuant to Section 34.01(a) shall not

preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding, or from collecting any amounts (including, without limitation, reasonable counsel fees) payable by Tenant pursuant to Section 27.02 in connection with any such holdover or summary eviction proceeding, and the preceding sentence shall be deemed to be an "agreement expressly providing otherwise" within the meaning of Section 223-c of the Real Property Law of the State of New York but in no event shall Tenant be responsible to the Landlord for any monetary damages, including, without limitation, any consequential, punitive, special or speculative damages of any kind, lost profits or like damages alleged to have occurred as a result of any breach of this Lease, if any, suffered by the Landlord by reason of the Tenant's holdover in the Premises.

ARTICLE 35

Miscellaneous Provisions and Definitions

35.01. Modifications. No agreement shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this lease, in whole or in part, including, without limitation, this Section 35.01, unless such agreement is in writing, refers expressly to this lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination or effectuation of the abandonment is sought. As set forth in the proviso contained in Section 7.05(a), IN THE CASE OF ANY MODIFICATION OF THIS LEASE AFTER AN ASSIGNMENT OF THIS LEASE WHICH INCREASES THE OBLIGATIONS OF OR DECREASES THE RIGHTS OF TENANT, THE NAMED TENANT AND ANY SUBSEQUENT ASSIGNOR OF THIS LEASE SHALL NOT BE LIABLE FOR ANY SUCH INCREASE OR DECREASE UNLESS IT HAS GIVEN ITS WRITTEN CONSENT THERETO.

35.02. Successors and Assigns. Except as otherwise expressly provided in this lease, the obligations of this lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to; provided, however, that (a) no violation of the provisions of Article 7 shall operate to vest any rights in any successor or assignee of Tenant and (b) the provisions of this Article 35 shall not be construed as modifying the conditions of limitation contained in Article 22.

35.03. Limitation on Liability. Tenant shall look only to Landlord's estate and property in the Real Property (which shall be deemed to include the proceeds of any insurance (net of any required expenditures under this lease made by Landlord), condemnation (after all required expenditures under this lease made by Landlord), sale or refinancing proceeds received by Landlord with respect to the Real Property) for the satisfaction of Tenant's remedies, for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and otherwise no other property or assets of Landlord or any

property or assets of its partners, officers, directors, shareholders or principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises. Notwithstanding the foregoing, with respect to any sale, all undisputed Landlord Reimbursement Amounts and other amounts that are then payable by Landlord to Tenant under this lease and that remain outstanding as of the closing date of such sale shall be paid to Tenant prior to or concurrently with such closing, and either (x) if the parties shall have been unable to resolve any outstanding disputes with respect to any Landlord Reimbursement Amounts or other such amounts that are payable by Landlord to Tenant under this lease, Landlord shall place an amount equal to the aggregate of any such amounts which are the subject of such dispute into escrow with a reputable law firm or title company reasonably acceptable to Landlord and Tenant prior to or concurrently with such closing, and to be held for disbursement pending the resolution of such dispute (with any interest earned on such amounts to be added to and follow that portion of such amounts that is paid to Landlord and/or Tenant in accordance with the decision of the arbitrator(s) making such determination), with all undisputed amounts to be paid at or prior to the closing, or (y) the purchaser (in the event of a sale) shall assume the obligation of Landlord with respect to any such disputed Landlord Reimbursement Amounts and other amounts that are payable by Landlord to Tenant under this lease. Further, any contract respecting such sale must provide for an assumption by purchaser of the contingent liability for the unaccrued portion of Landlord Reimbursement Amounts. The obligations of Tenant under this Lease do not constitute personal obligations of the individual partners, directors, officers, or shareholders of Tenant.

35.04. Force Majeure. Except as expressly provided in this lease, Tenant shall have no liability whatsoever to Landlord because (i) Tenant is unable to fulfill, or is delayed in fulfilling, any of its obligations under this lease by reason of strike, lock-out or other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor resulting therefrom, or any other cause, whether similar or dissimilar, beyond Tenant's reasonable control; or (ii) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Tenant's reasonable control (the foregoing circumstances described in this Section 35.04 being herein called "Force Majeure Causes"). In no event shall lack of funds be deemed a Force Majeure Cause, nor shall any matter be deemed to be beyond Tenant's reasonable control if the same could be remedied by the satisfaction of a lien, judgment or other monetary obligation. The provisions of this Section 35.04 shall not extend (a) any obligation of Tenant to pay money, (b) Tenant's obligation to vacate the Premises or any applicable portion thereof at the end of the term of this lease applicable thereto, (c) any obligation in respect of which this lease provides that time is of the essence with respect to a particular date or period, or the provisions of this lease expressly limit the amount of time by which such obligation

shall be excused by reason of Force Majeure Causes, and (d) any date that is expressly set forth in this lease on which Tenant must furnish any notice or information, make any election or exercise any right.

35.05. Definitions. For the purposes of this lease, the following terms have the meanings indicated:

(a) The term "Business Day" shall mean any day that the New York Stock Exchange is open for business.

(b) The term "CPI" shall mean the Consumer Price Index for All Urban Consumers ("CPI-AUC"), New York, New York-Northeastern New Jersey, All Items (1982-1984=100), issued and published by the Bureau of Labor Statistics of the United States Department of Labor. In the event that CPI-AUC ceases to use a 1982-84 base rate of 100 as the basis of calculation, then the CPI-AUC shall be adjusted to the figure that would have been arrived at had the manner of computing the CPI-AUC in effect at the date of this lease not been altered. If CPI-AUC is not available or may not lawfully be used for the purposes herein stated, the term "CPI" shall mean (i) a successor or substitute index to CPI-AUC, appropriately adjusted; or (ii) if such a successor or substitute index is not available or may not lawfully be used for the purposes herein stated, a reliable governmental or other non-partisan publication, selected by Tenant and approved by Landlord (which approval shall not be unreasonably withheld or delayed), evaluating the information theretofore used in determining CPI-AUC.

(c) The term "CPI Fraction" shall mean as of each January 1st during the term of this lease (an "Adjustment Date"), a fraction (a) the numerator of which is the CPI for the month immediately preceding such Adjustment Date and (b) the denominator of which is the CPI for the month in which the immediately preceding Adjustment Date occurred.

(d) The term "mortgage" shall include a mortgage and/or a deed of trust, and the term "holder of a mortgage" or "mortgagee" or words of similar import shall include a mortgagee of a mortgage or a beneficiary of a deed of trust.

(e) The terms "Legal Requirements" and "laws and requirements of any public authorities" and words of a similar import shall mean laws and ordinances of any or all of the federal, state, city, town, county, borough and village governments, including, without limitation, The Americans with Disabilities Act of 1990, as amended, and rules, regulations, orders and directives of any and all departments, subdivisions, bureaus, agencies or offices thereof, and of any other governmental, public or quasi-public authorities having jurisdiction over the Premises, and the direction of any public officer pursuant to law, whether now or hereafter in force, as well as the requirements under the Existing Agreements and the Recorded Agreements, as same may be hereinafter amended.

(f) The term "requirements of insurance bodies" and words of similar import shall mean rules, regulations, orders and other requirements of the New York Board of Underwriters and/or the New York Fire Insurance Rating Organization and/or any other similar body performing the same or similar functions and having jurisdiction or cognizance over the Premises, whether now or hereafter in force.

(g) The term "Tenant" shall mean the Tenant herein named or any assignee or other successor in interest (immediate or remote) of the Tenant herein named, which at the time in question is the owner of the Tenant's estate and interest granted by this lease; but the foregoing provisions of this subsection shall not be construed to permit any assignment of this lease or to relieve the Tenant herein named or any assignee or other successor in interest (whether immediate or remote) of the Tenant herein named from the full and prompt payment, performance and observance of the covenants, obligations and conditions to be paid, performed and observed by Tenant under this lease, unless Landlord and Tenant shall otherwise agree.

(h) The term "Landlord" shall mean only the owner at the time in question of Landlord's interest in the Real Property or a lease of the Real Property, so that in the event of any transfer or transfers of Landlord's interest in the Real Property or a lease thereof, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this lease accruing after such transfer; provided, however, that such transferee has assumed and agreed in writing (or is required by an Superior Mortgagee SNDA Agreement between such transferee and Tenant or by operation of law) to perform and observe all obligations of Landlord herein during the period it is the holder of Landlord's interest under this lease.

(i) The terms "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this lease as a whole, and not to any particular article or section, unless expressly so stated.

(j) The term "and/or" when applied to one or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question.

(k) The term "person" shall mean any natural person or persons, a partnership, a corporation, joint venture, estate, trust, unincorporated associated or any other form of business or legal association or entity or any federal, state, county or municipal government or any bureau, department or agency thereof.

(l) The term "Interest Rate," when used in this lease, shall mean an interest rate equal to three (3%) percent above the so-called annual "Base Rate" of interest established and approved by Citibank, N.A., New York, New York (herein called the "Base Rate"), from time to time, as its interest rate charged for unsecured loans to its corporate customers, but in no event greater than the highest lawful rate from time to time in effect.

(m) The term "Hazardous Materials" shall, for the purposes hereof, mean any flammable explosives, radioactive materials, hazardous wastes, hazardous and toxic substances, or related materials, asbestos or any material containing asbestos, or any other hazardous substance or material, defined as such by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, CERCLA, RCRA and HMTA, as each of same may have been amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing.

35.06. Survival. Upon the expiration or other termination of this lease neither party shall have any further obligation or liability to the other except as otherwise expressly provided in this lease and except for such obligations as by their nature or under the circumstances can only be, or by the provisions of this lease, may be, performed after such expiration or other termination; and, in any event, unless otherwise expressly provided in this lease, any liability for a payment (including, without limitation, Additional Charges and Landlord Reimbursement Amounts under Article 3) which shall have accrued to or with respect to any period ending at the time of, or in the case of Landlord Reimbursement Amounts, following, the expiration or other termination of this lease shall survive the expiration or other termination of this lease, subject to any deadlines expressly set forth in Article 3 or in any other applicable provision of this lease. In the event that Tenant shall be entitled to a refund or credit from Landlord hereunder at the time of the expiration or termination of the term of this lease, the amount of such refund or credit shall be paid to Tenant within thirty (30) days after such expiration or termination, unless otherwise expressly set forth in this lease, failing which any unpaid amount shall bear interest at the Interest Rate from the due date thereof until such amount is paid to Tenant.

35.07. (a) Requests for Consent. If Tenant shall request Landlord's consent and Landlord shall fail or refuse to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that, except as expressly provided in this lease, Tenant's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold its consent or where as a matter of law Landlord may not unreasonably withhold its consent. Notwithstanding the foregoing, Tenant shall not be deemed to have waived a claim for damages if there is a final judicial determination from which time for appeal has been exhausted that Landlord acted maliciously or in bad faith in exercising its judgment or withholding its consent or approval despite its agreement to act reasonably, in which case Tenant shall have the right to make a claim for the actual damages incurred by Tenant, but in no event shall Landlord, nor any partner, director, officer, principal, shareholder, agent, servant or employee of Landlord be liable for indirect, consequential, special, punitive, exemplary, incidental or other like damages. Tenant shall have the right to seek such a final judicial determination that Landlord acted maliciously or in bad faith without respect to whether Tenant pursued an action for specific performance or injunction, or

whether Tenant pursued an arbitration relating to Landlord's withholding of consent pursuant to any provision of this lease.

(b) If Tenant desires to determine any dispute between Landlord and Tenant as to the reasonableness of Landlord's decision to refuse to consent or approve any item as to which Landlord has specifically agreed that its consent or approval shall not be unreasonably withheld, such dispute shall be settled and finally determined by arbitration in The City of New York in accordance with the following provisions of this Section 35.07(b). Within ten (10) Business Days next following the giving of any notice by Tenant stating that it wishes such dispute to be so determined, Landlord and Tenant shall each give notice to the other setting forth the name and address of an arbitrator designated by the party giving such notice. If the two arbitrators shall fail to agree upon the designation of a third arbitrator within five (5) Business Days after the designation of the second arbitrator then either party may apply to the Manhattan office of the AAA for the designation of such arbitrator and if he or she is unable or refuses to act within ten (10) Business Days, then either party may apply to the Supreme Court in New York County or to any other court having jurisdiction for the designation of such arbitrator. The three arbitrators shall conduct such hearings as they deem appropriate, making their determination in writing and giving notice to Landlord and Tenant of their determination as soon as practicable, and if possible, within five (5) Business Days after the designation of the third arbitrator; the concurrence of or, in the event no two of the arbitrators shall render a concurring determination, then the determination of the third arbitrator designated, shall be binding upon Landlord and Tenant. Judgment upon any decision rendered in any arbitration held pursuant to this Section 35.07(b) shall be final and binding upon Landlord and Tenant, whether or not a judgment shall be entered in any court. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this Section 35.07(b), including the expenses and fees of any arbitrator selected by it in accordance with the provisions of this Section 35.07(b), and the parties shall share all other expenses and fees of any such arbitration. The arbitrators shall be bound by the provisions of this lease, and shall not add to, subtract from or otherwise modify such provisions. The sole remedy which may be awarded by the arbitrators in any proceeding pursuant to this Section 35.07(b) is an order compelling Landlord to consent to or approve the matter in dispute, and the arbitrators may not award damages or grant any monetary award or any other form of relief. Any determination by the arbitrators that Landlord was unreasonable in refusing to grant its consent or approval as to the matter in dispute shall be deemed a granting of Landlord's consent or approval, and upon receipt of the arbitrators' determination, Tenant shall be authorized to take the action for which Landlord's consent or approval was sought.

35.08. Excavation upon Adjacent Land or Under the Building. If an excavation shall be made upon land adjacent to or under the Building, or shall be authorized to be made, then, subject to any applicable provisions of Article 16, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter

the Premises for the purpose of performing such work as said person shall deem reasonably necessary or desirable to preserve and protect the Building from injury or damage to support the same by proper foundations, without any claim for damages or liability against Landlord and without reducing or otherwise affecting Tenant's obligations under this lease. In the event that Landlord or its employees or contractors shall perform such excavation, Landlord shall use reasonable efforts to cause the foregoing to be performed in such a manner as to minimize any interference with Tenant's operation of its business in the Premises and, Landlord shall indemnify Tenant from and against any and all claims arising from or in connection with the performance of such work, together with all reasonable, actual out-of-pocket costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorneys' fees and expenses.

35.09. Governing Law; Severability; Captions; Rules of Interpretation; Independent Covenants; Gender. Irrespective of the place of execution or performance, this lease shall be governed by and construed in accordance with the laws of the State of New York. If any provisions of this lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this lease and the application of that provision to other persons or circumstances shall not be affected but rather shall remain valid and be enforced to the extent permitted by law. The table of contents, captions, headings and titles in this lease are solely for convenience of references and shall not affect its interpretation. This lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this lease to be drafted. Each covenant, agreement, obligation or other provision of this lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this lease. All terms and words used in this lease, shall be deemed to include any other number and any other gender as the context may require.

35.10. Time for Payment of Rent. If under the terms of this lease Tenant is obligated to pay Landlord a sum in addition to the Fixed Rent under the lease and no payment period therefor is specified, Tenant shall pay Landlord the amount due within thirty (30) days after being billed (accompanied by reasonable supporting documentation where such supporting documentation is required by an express provision of this lease). If any amount payable by Landlord to Tenant hereunder is not paid within five (5) Business Days after the due date thereof, unless otherwise set forth in any other provision of this lease, the same shall bear interest at the rate set forth in Section 24.05 from the due date thereof until such amount is paid to Tenant.

35.11. Due Authorization; Execution and Delivery. Each party hereto represents and warrants to the other that this lease has been duly authorized, executed and delivered by such party. Landlord further represents and warrants that the Office of Foreign Assets Control of the United States Department of the Treasury has not listed

Landlord or any of Landlord's affiliates, or any person that controls, is controlled by, or is under common Control with Landlord, on its list of Specially Designated Nationals and Blocked Persons. Tenant further represents and warrants that the Office of Foreign Assets Control of the United States Department of the Treasury has not listed Tenant or any of Tenant's Affiliates on its list of Specially Designated Nationals and Blocked Persons.

35.12. Sales Tax. If any sales or other tax is payable with respect to any cleaning, electricity or other services which Tenant obtains or contracts for directly from any third party or parties, Tenant shall file any required tax returns and shall pay any such tax, and Tenant shall indemnify and hold Landlord harmless from and against any loss, damage or liability suffered or incurred by Landlord on account thereof.

35.13. Standard for Consent. Whenever this lease provides that a party shall not unreasonably withhold its consent, such phrase shall be deemed to mean that such consent will not be unreasonably withheld, conditioned or delayed.

35.14. Meaning of Other "tenants". Wherever references are made in this lease to any other "tenant" of the Building, such references shall be deemed to include any occupant occupying space in the Building, whether or not pursuant to a written agreement.

35.15. Conflicts with Exhibits. Any conflicts between this lease and the exhibits to this lease shall be resolved in favor of this lease.

35.16. Temporary Takings. Any provision of this lease which prohibits or limits the use or occupancy of any part of the Premises by any government agency or department shall not apply with respect to any temporary taking or occupancy described in Article 20 hereof. Any provision of this lease which requires Tenant to indemnify or otherwise be responsible to Landlord or any other party for the acts or omissions of any occupant of the Premises shall not apply with respect to any government agency or department occupying any portion of the Premises or anyone occupying any portion of the Premises through or under such government agency or department in connection with any temporary taking or occupancy described in Article 20 hereof.

35.17. Subway Agreement. As of the date of this lease, Tenant has assigned to Landlord, and Landlord has assumed from Tenant, the Subway Agreement. Notwithstanding the foregoing, during the term of this lease, Tenant shall retain the right to negotiate, and direct the Landlord to enter into, amendments and/or modifications to the Subway Agreement; provided, that, any such amendment or modification shall require the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; it being understood and agreed that Landlord shall consent to any amendment or modification if the effect of such amendment or modification is to increase Landlord's financial obligations thereunder by no more than \$25,000 in the aggregate. Landlord and Tenant acknowledge and agree that any amendment or modification to the

Subway Agreement which may expose Landlord to liability in excess of \$25,000 shall not, in and of itself, be a reasonable basis for Landlord to withhold, condition or delay consent.

ARTICLE 36

Extension Terms

36.01. (a) For purposes hereof:

the term "First Five Year Option" shall mean Tenant's right to extend the term of this lease for an additional term (herein called the "First Extension Term") of five (5) years commencing on May 12, 2020 and ending on May 11, 2025;

the term "Second Five Year Option" shall mean Tenant's right to extend the term of this lease for an additional term (herein called the "Second Extension Term") of five (5) years commencing on May 12, 2025 and ending on May 11, 2030. Tenant shall have the right to exercise the Second Five Year Option only if Tenant shall have exercised the First Five Year Option;

the term "Third Five Year Option" shall mean Tenant's right to extend the term of this lease for an additional term (herein called the "Third Extension Term") of five (5) years commencing on May 12, 2030 and ending on May 11, 2035. Tenant shall have the right to exercise the Third Five Year Option only if Tenant shall have exercised the Second Five Year Option;

the term "Fourth Five Year Option" shall mean Tenant's right to extend the term of this lease for an additional term (herein called the "Fourth Extension Term") of five (5) years commencing on May 12, 2035 and ending on May 11, 2040. Tenant shall have the right to exercise the Fourth Five Year Option only if Tenant shall have exercised the Third Five Year Option;

the term "Fifth Five Year Option" shall mean Tenant's right to extend the term of this lease for an additional term (herein called the "Fifth Extension Term") of five (5) years commencing on May 12, 2040 and ending on May 11, 2045. Tenant shall have the right to exercise the Fifth Five Year Option only if Tenant shall have exercised the Fourth Five Year Option;

the term "Extension Option" shall mean the First Five Year Option or the Second Five Year Option or the Third Five Year Option or the Fourth Five Year Option or the Fifth Five Year Option, as the case may be;

the term "Extension Term" shall mean the First Extension Term or the Second Extension Term or the Third Extension Term or the Fourth Extension Term or the Fifth Extension Term, as the case may be;

the term "Extension Premises" shall mean that portion of the Premises selected by Tenant and designated in the Extension Election Notice; provided, however, that Tenant only shall have the right to designate as the Extension Premises either:

(i) so long as Tenant has not exercised the Insurance Election, the entire Premises demised by this lease as of the date on which Tenant gives the applicable Extension Election Notice (the "Option One Extension Premises"); or

(ii) a portion of the Premises demised by this lease as of the date on which Tenant gives the applicable Extension Election Notice, containing not less than three (3) full contiguous Office Floors on or above the 6th floor of the Building, plus, if Tenant elects in Tenant's sole discretion, all or any portion of the (w) retail space and/or storage space located in the Lobby and/or Sub-concourse, (x) Mechanical Areas, (y) rooftop areas of the Building, and (z) the 3rd floor and/or 4th floor and/or 50th floor of the Building, whether or not the same shall be contiguous to any other portion of such Extension Premises (the "Option Two Extension Premises"); or

(iii) all or any portion of the Premises comprising retail space and/or storage space located in the lobby and/or concourse areas of the Building as shown on Exhibit B-2 and Exhibit B-3 annexed to the Amended and Restated Lease (the "Option Three Extension Premises").

Any Extension Election Notice which fails to designate as the Extension Premises one of the three options set forth in the immediately preceding sentence shall be deemed to constitute a designation of the Option One Extension Premises.

(b) The applicable Extension Option may be exercised only by Tenant giving notice to Landlord to that effect (herein called an "Extension Election Notice") at least fifteen (15) months prior to the expiration of the initial term of this lease or the then Extension Term, as the case may be. Time shall be of the essence with respect to the exercise of each Extension Option. Within fifteen (15) days after Landlord receives an Extension Election Notice, Landlord shall deliver a notice to Tenant specifying its estimate of ninety-five percent (95%) of the Market Value Rent for the Extension Premises for such Extension Term (herein called a "Rent Notice"); provided, that, notwithstanding the foregoing, Landlord may elect to deliver a Rent Notice at any time prior to the date that is three hundred fifty (350) days prior to the expiration of the initial term of this lease or the then Extension Term, as the case may be, without regard to when Landlord actually received the Extension Election Notice. Tenant shall notify Landlord within thirty (30) days after the date that Tenant receives the Rent Notice

whether it approves Landlord's estimate of ninety-five percent (95%) of the Market Value Rent (herein called a "Response Notice"). If Tenant fails to reject such estimate within such thirty (30) day period, Landlord shall have the right to give a second notice to Tenant (herein called a "Landlord's Notice"), which notice, as a condition to its effectiveness, shall state in bold capital letters that it is a DEEMED REVOCATION NOTICE, and if Tenant fails to reject such estimate within five (5) business days after the giving of the Landlord's Notice to Tenant, time being of the essence, then Tenant shall be deemed to have sent a Revocation Notice. If Tenant gives a Response Notice that it disapproves of Landlord's designation of ninety-five percent (95%) of the Market Value Rent, then Landlord and Tenant shall negotiate in good faith for a period of thirty (30) days after the date of the Response Notice to reach agreement on ninety-five percent (95%) of the Market Value Rent. If Landlord and Tenant do not reach agreement on ninety-five percent (95%) of the Market Value Rent within the thirty (30) day period, then Tenant, as its sole options, may either (i) revoke its Extension Election Notice by delivering a "Revocation Notice" (herein so called) to Landlord within ten (10) days after the end of the thirty (30) day negotiation period (herein called the "Revocation Period"), or (ii) deliver an "Arbitration Notice" (herein so called) to Landlord before the end of the Revocation Period, notifying Landlord of its election to submit the determination of Market Value Rent to arbitration in accordance with Section 36.03. If Tenant does not deliver a Revocation Notice or an Arbitration Notice before the end of the Revocation Period, then Tenant shall be deemed to have given a Revocation Notice. If Tenant gives a Revocation Notice before the end of the Revocation Period or is otherwise deemed to have given a Revocation Notice, then Tenant shall have the option to either (i) rescind its exercise of the applicable Extension Option ab initio, in which case Tenant shall have no further rights to extend the term of this lease under this Article 36, (herein called "Option 1") or (ii) extend the term of this lease one (1) time for a period of up to eighteen (18) months in six month multiples (i.e., Tenant may elect to extend the term for six (6), twelve (12) or eighteen (18) months), under the same terms as this lease, except that the Fixed Rent for the period so elected by Tenant shall be at the lower of (x) the Market Value Rent set forth in the Rent Notice (but in no event less than the Fixed Rent per square foot that was payable during the last month of the term of this lease or as of the end of then expiring Extension Term, as applicable (the "Escalated Rent")), or (y) 105% of the Escalated Rent (herein called "Option 2"), and Tenant shall have no further rights under this Article 36. If Tenant gives a Revocation Notice before or is otherwise deemed to have given a Revocation Notice under this Section 36.01(b) and has failed within ten (10) days of its receipt of Landlord's Notice to either (i) elect Option 1 or Option 2, or (ii) in the case Tenant elects Option 2, specify a period for which Tenant desires to extend the term of this lease, then in either such case, Tenant shall be deemed to have rescinded its Extension Election Notice ab initio and Tenant shall have no further rights to extend the term of this lease under this Article 36. Subject to the provisions of this Article 36, upon the giving of an Extension Election Notice the term of this lease shall be extended in accordance with the terms hereof for the applicable Extension Term without the execution of any further instrument. Unless the context shall otherwise require, and except as hereinafter set forth with respect to an extension of the

term of this lease with respect to less than the entire Premises, each Extension Term shall be upon the same terms, covenants and conditions of this lease as shall be in effect immediately prior to such extension, except that:

(A) there shall be no right or option to extend the term of this lease for any period of time beyond the expiration of the Fifth Extension Term;

(B) the Fixed Rent for each Extension Term shall be an amount equal to ninety-five percent (95%) of the then Market Value Rent as determined in accordance with this Article 36; and

(C) Tenant shall not be entitled to any abatement of Fixed Rent or Additional Charges or any work allowance, and Landlord shall not be obligated to perform any work to prepare the Extension Premises for Tenant's occupancy during the applicable Extension Term.

Notwithstanding anything to the contrary contained herein, and in recognition of the fact that many of the terms and conditions of this lease may not be appropriate with respect to a tenancy for less than the entire Premises and Landlord and Tenant would wish to make appropriate amendments or modifications to such terms and conditions, if Tenant designates as the Extension Premises less than the entire Premises, then this lease shall automatically, without further action or execution by the parties, be deemed to be restated and amended as of the commencement date of the applicable Extension Term to reflect all of the terms and conditions set forth in the form of Amended and Restated Lease annexed hereto as Exhibit J, modified only to (i) complete, in accordance with the terms hereof, those items left blank by necessity on said Exhibit J, such as the description of the Extension Premises, Tenant's Share and the amount of Fixed Rent, and (ii) reflect that Tenant will pay increases in Operating Expenses and Taxes over a base year (i.e., as opposed to paying same on a net basis). Upon the request of either party, Landlord and Tenant shall sign and deliver the Amended and Restated Lease annexed hereto, with the completion of items as aforesaid; provided, however, that without limiting the remedies available to either party for the other party's failure or refusal to so sign and deliver said Amended and Restated Lease, such failure by either party shall not in any way affect the aforesaid automatic restatement and amendment of this lease.

36.02. The exercise of any of the aforesaid options to extend the term of this lease at a time when any default has occurred and is continuing beyond the expiration of any applicable notice or grace period provided for in this lease, shall, upon written notice by Landlord, be void and of no force and effect unless either (i) Landlord shall elect otherwise or (ii) Tenant disputes Landlord's determination that the Extension Election Notice is void and of no force or effect and seeks judicial relief within fifteen (15) Business Days after the giving of such notice by Landlord to Tenant, in which event the issue of whether the Extension Election Notice is void and of no force or effect shall

be determined by a court of competent jurisdiction. The termination of this lease during the initial term shall also terminate and render void any option or right on Tenant's part to extend this lease for any Extension Term (and the termination of this lease during a particular Extension Term shall also terminate and render void any option or right on Tenant's part to extend this lease for any successive Extension Term), whether or not such option or right shall have been exercised. Tenant's option to extend the term of this lease for the Extension Term may not be severed from this lease or separately sold, assigned or otherwise transferred.

36.03. (a) If Tenant delivered an Arbitration Notice, then Landlord and Tenant shall negotiate in good faith for a period of thirty (30) days prior to the commencement of the applicable Extension Term to reach agreement on ninety-five percent (95%) of the Market Value Rent. If Landlord and Tenant do not reach agreement on ninety-five percent (95%) of the Market Value Rent within said thirty (30) day period, then either Tenant or Landlord may initiate the arbitration process (the party initiating such process being herein referred to as the "Initiating Party") provided for herein by designating its arbitrator in a subsequent notice to the other party (herein called the "Responding Party") (which notice shall specify the name and address of the person designated to act as an arbitrator on its behalf) given to the Responding Party within thirty (30) days following the commencement of the applicable Extension Term. Within ten (10) Business Days after the Responding Party's receipt of notice of the designation of the Initiating Party's arbitrator, the Responding Party shall give notice to the Initiating Party specifying the name and address of the person designated to act as an arbitrator on its behalf. If the Responding Party fails to notify the Initiating Party of the appointment of its arbitrator within the time above specified, then the Initiating Party shall provide an additional notice to the Responding Party requiring the Responding Party's appointment of an arbitrator within five (5) Business Days after the Responding Party's receipt thereof. If the Responding Party fails to notify the Initiating Party of the appointment of its arbitrator within the time specified by the second notice, the appointment of the second arbitrator shall be made in the same manner as hereinafter provided for the appointment of a third arbitrator in a case where the two arbitrators appointed hereunder and the parties are unable to agree upon such appointment. The two arbitrators so chosen shall meet within ten (10) Business Days after the second arbitrator is appointed, and shall exchange sealed envelopes each containing such arbitrator's written determination of an amount equal to ninety-five percent (95%) of the

Market Value Rent for the Extension Premises during the applicable Extension Term. Ninety-five percent (95%) of the Market Value Rent specified by Landlord's arbitrator shall herein be called "Landlord's Submitted Value" and ninety-five percent (95%) of the Market Value Rent specified by Tenant's arbitrator shall herein be called "Tenant's Submitted Value". Neither Landlord nor Landlord's arbitrator shall be bound by nor shall any reference be made to the determination of ninety-five percent (95%) of the Market Value Rent for the Extension Premises during the applicable Extension Term which was furnished by Landlord in the Rent Notice. Neither Tenant nor Tenant's arbitrator shall be bound by nor shall any reference be made to the determination of ninety-five percent (95%) of the Market Value Rent for the Extension Premises during the applicable Extension Term which was furnished by Tenant in response to the Rent Notice. Copies of such written determinations shall promptly be sent to both Landlord and Tenant. Any failure of either such arbitrator to meet and exchange such determinations shall be acceptance of the other party's arbitrator's determination as ninety-five percent (95%) of the Market Value Rent, if, and only if, such failure persists for three (3) days after notice to the party for whom such arbitrator is acting, and provided that such three (3) day period shall be extended by reason of any applicable condition of Force Majeure Causes. If the higher determination of ninety-five percent (95%) of Market Value Rent is not more than one hundred two percent (102%) of the lower determination of ninety-five percent (95%) of the Market Value Rent, then ninety-five percent (95%) of the Market Value Rent shall be deemed to be the average of the two determinations. If, however, the higher determination is more than one hundred two percent (102%) of the lower determination, then within five (5) days of the date the arbitrators submitted their respective Market Value Rent determinations, the two arbitrators shall together appoint a third arbitrator. In the event of their being unable to agree upon such appointment within said five (5) day period, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of five (5) days. If the parties do not so agree, then either party, on behalf of both and on notice to the other, may request such appointment by the American Arbitration Association (or any successor organization thereto) in accordance with its rules then prevailing or if the American Arbitration Association (or such successor organization) shall fail to appoint said third arbitrator within fifteen (15) days after such request is made, then either party may apply, on notice to the other, to the Supreme Court, New York County, New York (or any other court having jurisdiction and exercising functions similar to those now exercised by said Court) for the appointment of such third arbitrator. Within five (5) days after the appointment of such third arbitrator, Landlord's arbitrator shall submit Landlord's Submitted Value to such third arbitrator and Tenant's arbitrator shall submit Tenant's Submitted Value to such third arbitrator. Such third arbitrator shall, within thirty (30) days after the end of such five (5) day period, select either Landlord's Submitted Value or Tenant's Submitted Value as ninety-five percent (95%) of the Market Value Rent of the Premises during the applicable Extension Term and send copies of his or her determination promptly to both Landlord and Tenant specifying whether Landlord's Submitted Value or Tenant's Submitted Value shall be ninety-five percent (95%) of the Market Value Rent of the Extension Premises during the applicable Extension Term.

(b) Each party shall have a right to present evidence to the arbitrators, produce witnesses or experts to be heard by the arbitrators, and provide such other information that may be relevant in connection with the arbitration. The decision of the first and second arbitrator or the third arbitrator, as the case may be, shall be conclusively binding upon the parties, and judgment upon the decision may be entered in any court having jurisdiction.

(c) Each party shall pay the fees and expenses of the one of the two original arbitrators appointed by or for such party, and the fees and expenses of the third arbitrator and all other expenses (not including the attorneys' fees, witness fees and similar expenses of the parties which shall be borne separately by each of the parties) of the arbitration shall be borne by the parties equally.

(d) Each of the arbitrators selected as herein provided shall have at least ten (10) years experience in the leasing or renting of office space in Comparable Buildings.

(e) In the event the aforesaid arbitration process is initiated, then as of the commencement date of the applicable Extension Term, Tenant shall pay the amount equal to the average of Landlord's Submitted Value and Tenant's Submitted Value and when the determination has actually been made, an appropriate retroactive adjustment shall be made as of the commencement date of applicable Extension Term. Overpayments shall be paid by Landlord to Tenant and underpayments shall be paid by Tenant to Landlord promptly after such determination, in both cases, together with interest thereon at the Base Rate.

36.04. For purpose for this Article 36, the determination of "Market Value Rent" shall take into account all relevant factors and shall be based upon the rents that an unaffiliated third party would be willing to pay to Landlord to a term comparable to the applicable Extension Term for the applicable Extension Premises on all of the same terms and conditions which the Extension Premises will be leased to Tenant pursuant to the terms of this Article 36, including, without limitation, the provisions of the Amended and Restated Lease provided that Tenant's shall pay its proportionate share of increases in Taxes and Operating Expenses over a base year (i.e., as opposed to paying same on a net basis).

36.05. In the event that Tenant exercises any Extension Option with respect to less than the entire Premises then demised by this lease in accordance with the applicable provisions hereof, then effective as of the Expiration Date of the initial term of this lease or the applicable Extension Term, as the case may be, the provisions of this lease governing the respective rights and obligations of Landlord and Tenant as of the expiration of the term of this lease (including, without limitation, the provisions of Article 21 and Article 34 shall apply with full force and effect to the portion of the Premises that has been omitted by Tenant from the Extension Premises.

36.06. In the event that Tenant designates as the Extension Premises less than the entire Premises, then, prior to the commencement date of the applicable Extension Term, Landlord shall, at its cost, perform the Submetering Work, and Tenant shall perform the Demising Work but only to the extent Tenant would have otherwise been required to do pursuant to Section 4.02(b).

ARTICLE 37

Arbitration

37.01. Either party may request arbitration of any matter in dispute which, pursuant to the terms of this lease, expressly allows such dispute to be resolved by arbitration, in which case, except as provided to the contrary elsewhere in this lease, the following procedures shall apply. The party desiring such arbitration shall give notice to the other party. If the parties shall not have agreed on a choice of an arbitrator within fifteen (15) days after the service of such notice, then each party shall, within ten (10) days thereafter appoint an arbitrator, and advise the other party of the arbitrator so appointed. A third arbitrator shall, within ten (10) days following the appointment of the two (2) arbitrators, be appointed by the two arbitrators so appointed or by the AAA, if the two arbitrators are unable, within such ten (10) day period, to agree on the third arbitrator. If either party fails to appoint an arbitrator (the "Failing Party"), the other party shall provide an additional notice to the Failing Party requiring the Failing Party's appointment of an arbitrator within five (5) Business Days after the Failing Party's receipt thereof. If the Failing Party fails to notify the other party of the appointment of its arbitrator within such five (5) Business Day period, the appointment of the second arbitrator shall be made by the AAA in the same manner as hereinabove provided for the appointment of a third arbitrator in a case where the two arbitrators appointed hereunder are unable to agree upon such appointment. The three (3) arbitrators shall render a resolution of said dispute or make the determination in question. In the absence, failure, refusal or inability of the AAA to act within twenty (20) days, then either party, on behalf of both, may apply to a Justice of the Supreme Court of New York, New York County, for the appointment of the third arbitrator, and the other party shall not raise any question as to the court's full power and jurisdiction to entertain the application and make the appointment. In the event of the absence, failure, refusal or inability of an arbitrator to act, a successor shall be appointed within ten (10) days as hereinbefore provided. Any arbitrator acting under this Article 37 in connection with any matter shall be experienced in the issue with which the arbitration is concerned and shall have been actively engaged in such field for a period of at least ten (10) years before the date of his appointment as arbitrator hereunder.

37.02. All arbitrators chosen or appointed pursuant to this Article 37 shall (a) be sworn fairly and impartially to perform their respective duties as such arbitrator, and (b) not be an employee or past employee of Landlord or Tenant or of any other person, partnership, corporation or other form of business or legal association or entity that controls, is controlled by or is under common control with Landlord or Tenant. Within sixty (60) days after the appointment of such arbitrators, such arbitrators shall determine the matter which is the subject of the arbitration and shall issue a written opinion. The decision of the arbitrators shall be conclusively binding upon the parties, and judgment upon the decision may be entered in any court having jurisdiction. Landlord and Tenant shall each pay (i) the fees and expenses of the arbitrator selected by

it, and (ii) fifty (50%) percent of the fees and expenses of the arbitrator appointed by the AAA. The losing party shall reimburse the prevailing party for the reasonable counsel fees and disbursements incurred by the prevailing party in connection with such arbitration. Each party shall have a right to present evidence to the arbitrators, produce witnesses or experts to be heard by the arbitrators, and provide such other information that may be relevant in connection with the arbitration.

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

37.04. Any dispute which is required by this lease to be resolved by expedited arbitration shall be submitted to binding arbitration under the Expedited Procedures provisions (currently, Rules 56 through 60) of the Arbitration Rules of the Real Estate Industry of the AAA. In cases where the parties utilize such expedited arbitration: (a) the parties will have no right to object if the arbitrator so appointed was on the list submitted by the AAA and was not objected to in accordance with Rule 54 (except that any objection shall be made within four (4) days from the date of mailing), (b) the Notice of Hearing shall be given four (4) days in advance of the hearing, (c) the first hearing shall be held within seven (7) Business Days after the appointment of the arbitrator, (d) if the arbitrator shall find that a party acted unreasonably in withholding or delaying a consent or approval, such consent or approval shall be deemed granted (but the arbitrator shall not have the right to award damages, unless the arbitrator shall find that such party acted in bad faith), and (e) the losing party in such arbitration shall pay the arbitration costs charged by the AAA and/or the arbitrator, together with the reasonable counsel fees and disbursements incurred by the prevailing party in connection with such arbitration.

37.05. Arbitration hearings hereunder shall be held in New York County. The arbitrators shall, in rendering any decision pursuant to this Article 37, answer only the specific question or questions presented to them. In answering such question or questions (and rendering their decision), the arbitrators shall be bound by the provisions of this lease, and shall not add to, subtract from or otherwise modify such provisions.

37.06. Judgment may be had on the decision and award of an arbitrator rendered pursuant to the provisions of this Article 37 and may be enforced in accordance with the laws of the State of New York.

37.07. The provisions of this Article 37 shall not be applicable to any arbitration conducted pursuant to Article 34 or Article 36.

ARTICLE 38

Confidentiality; Press Releases

38.01. Landlord acknowledges that it may have access to certain confidential information of Tenant concerning Tenant's businesses, facilities, operations, plans, proprietary software, technology, and products ("Confidential Information"). Confidential Information shall not include any information that is available to the general public (e.g., SEC filings). Landlord agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this lease, nor disclose to any third party (except public filings and other information available to the general public, as required by law (including, without limitation, any plans and specifications, drawings or other like items which must be submitted to or filed with any governmental agency), judicial proceeding or to its attorneys, accountants, and other advisors and mortgagees and prospective purchasers of the Real Property, but only as reasonably necessary and subject to the confidentiality provisions hereof), any of Tenant's Confidential Information or any of the terms and conditions of this lease and will take reasonable precautions to protect the confidentiality of such Confidential Information and the terms and conditions of this lease (in each case, except as permitted hereby). Tenant agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this lease, nor disclose to any third party (except public filings and other information available to the general public, as required by law, judicial proceeding or to its attorneys, accountants, and other advisors, but only as reasonably necessary and subject to the confidentiality provisions hereof), any of the terms and conditions of this lease and will take reasonable precautions to protect the confidentiality of the terms and conditions of this lease (except as permitted hereby). The obligations of Landlord and Tenant under this Section 38.01 shall survive the expiration or termination of this lease.

38.02. Neither party hereto may issue (or cause to be issued) a press release or written statement to the press with respect or concerning this lease or the terms hereof without the express consent of the other party hereto. Notwithstanding the foregoing, either party shall be permitted to issue any such press release or written statement that is necessary in order to comply with Legal Requirements. Furthermore, upon notice from Tenant that any of Landlord's advertisements or press releases are not consistent with Tenant's corporate policies relating to public relations, Landlord shall endeavor to cause its advertisements and press releases to be consistent with Tenant's corporate policies relating to public relations to the extent same are commercially reasonable.

ARTICLE 39

Rooftop; Tenant's Antenna and Other Equipment

39.01. Landlord agrees that, subject to all applicable Legal Requirements, Tenant, at Tenant's sole cost and expense, shall have all rights (i) with respect to the rooftop of the Building, including without limitation the rights to use the rooftop of the Building and install (and thereafter maintain, repair, and operate) equipment thereon, including without limitation one or more communications apparatus (e.g., antennae, microwave dishes or satellite communications apparatus) and other mechanical equipment serving the Premises (e.g., equipment serving Tenant's supplemental air-conditioning systems), (ii) in connection therewith, all such rights to install and thereafter maintain, repair, and operate in one or more portions of the Building (together with any shaftways, closets and conduits of the Building) any related support structures, wires and cables for such communications apparatus and any other mechanical equipment serving the Premises (including, by way of example, equipment serving Tenant's supplemental air-conditioning systems), and (iii) in connection therewith, the right to grant licenses or other occupancy agreements to third parties for the use of the rooftop and installation of equipment thereon and Tenant shall have exclusive rights to any and all revenue generated therefrom.

39.02. Tenant agrees that, other than the Rooftop Mechanical Areas (as such term is defined and as such areas are depicted in the Amended and Restated Lease), Tenant shall not enter into any agreement to lease, license or otherwise transfer or encumber any portion of the rooftop areas of the Building located on the 51st, 52nd and 53rd floors of the Building for a term that expires after the Surrender Date.

ARTICLE 40

Back-Up Power System

40.01. Landlord agrees that, subject to all applicable Legal Requirements, Tenant, at Tenant's sole cost and expense, shall have the right to install on any one or more portions of the Building (together with any shaftways, closets and conduits of the Building) and thereafter maintain, repair, and operate: (i) one or more battery-powered uninterruptible power systems, including, without limitation, the Liebert UPS currently located on the 5th floor of the Building (each herein called a "UPS Battery System"), in a portion or portions of the Premises to be designated by Tenant (each such portion herein called a "UPS Area") and (ii) one or more diesel generators and chiller units, including, without limitation, the two (2) Caterpillar 1500 KW diesel generators currently located on the 5th floor of the Building, three (3) fuel tanks currently located in the loading dock (herein collectively called the "Diesel Generator"), and the 270 ton and 450 ton train chillers located on the 5th floor (the "Chillers"), in a portion or portions of the Premises designated by Tenant (herein called the "Generator Area", the UPS Battery System, the

Diesel Generator and Chillers are sometimes herein collectively called the "Back-Up Power System"; the UPS Area and the Generator Area are sometimes herein collectively called the "Back-Up Power System Area"); provided that in connection with such installation of the Back-Up Power System Tenant hereby covenants and agrees that:

(i) such installation shall be performed in accordance with all applicable Legal Requirements and with all of the applicable provisions of this lease;

(ii) Tenant shall promptly repair any damage caused to the Back-Up Power System Area by reason of such installation, including any repairs, restoration, maintenance, renewal or replacement thereof necessitated by or in any way caused by or relating to such installations except to the extent such damage has resulted from the negligence or willful misconduct of Landlord, its agents, contractors or employees;

(iii) Tenant will, and does hereby, indemnify and save harmless Landlord from and against: (A) any and all claims, reasonable counsel fees, demands, damages, expenses or losses by reason of any liens, orders, claims or charges resulting from any work done, or materials or supplies furnished, in connection with the fabrication, erection, installation, maintenance and operation of the Back-Up Power System installed by Tenant pursuant to the provisions of this Article; and (B) any and all claims, costs, demands, expenses, fees or suits arising out of accidents, damage, injury or loss to any and all persons and property, or either, whomsoever, or whatsoever resulting from or arising in connection with the erection, installation, maintenance, operation and repair of the Back-Up Power System installed by Tenant pursuant to the provisions of this Article, except in the case of both (A) and (B) above to the extent occasioned by the negligence or willful misconduct of Landlord, its agents, contractors or employees; and

(iv) Tenant shall pay as and when due, and shall be solely responsible for, any and all taxes, fees, license charges or other amounts imposed upon Tenant, Landlord or the Real Property in connection with the Back-Up Power System.

ARTICLE 41

Benefits Cooperation

41.01. Landlord agrees to reasonably cooperate with Tenant in connection with any application by Tenant (or by any subtenant of Tenant) for any real estate tax or utility benefits or other benefits, credits or incentives, including, without limitation, any Industrial Commercial Incentive Program (ICIP) benefits (herein collectively called

"Benefits") as may be available from the City or State of New York, or any governmental agency, quasi-governmental agency or any public utility or alternate provider, including the execution and filing of any documentation that may be required for the receipt of such Benefits and/or for any such Benefits to be paid by Landlord to Tenant, as hereinafter provided. Landlord further agrees that Tenant shall be entitled to one hundred percent (100%) of such Benefits that Landlord or the Premises shall receive as a result of Tenant's use of the Premises or any Leasehold Improvements or other Alterations performed by or on behalf of Tenant, whether during the term of this lease or prior. Such cooperation by Landlord shall include, without limitation, the execution of any necessary or appropriate modification to this lease, if and to the extent any such approval shall be required and shall not adversely affect any of the rights or benefits of Landlord or increase the obligations or liabilities of Landlord under this lease (except to a de minimis extent, Landlord hereby agreeing that the obligation to provide notices to the City or State of New York or to any such agency, utility or provider shall in and of itself constitute a de minimis obligation). Tenant agrees that (a) to the extent that Landlord shall incur any reasonable out-of-pocket expense in connection with such cooperation (including, without limitation, reasonable legal and other professional fees and all reasonable costs incurred in obtaining State and City tax rulings regarding any such Benefits transaction), Tenant shall reimburse Landlord for such expense as Additional Charges hereunder and (b) Tenant agrees to indemnify and hold harmless Landlord with respect to any liability incurred by Landlord by reason of such cooperation unless caused by the wrongful acts or omissions of Landlord or its agents, employees, representatives or contractors.

ARTICLE 42

Intentionally Omitted

ARTICLE 43

Leasehold Mortgages

43.01. As used herein, the term "Leasehold Mortgage" shall mean any bona fide mortgage, deed of trust, deed to secure debt, assignment, security interest, pledge, financing statement or any other instrument(s) or agreement(s) intended to grant security for any obligation (including a purchase-money or other promissory note) encumbering Tenant's leasehold estate hereunder, as entered into, renewed, modified, consolidated, amended, extended or assigned from time to time during the term of this lease. Notwithstanding anything contained in Article 7 or any other provision of this lease to the contrary, Tenant's interest in this lease and the leasehold interest created hereby may at any time and from time to time be, directly or indirectly, subjected to one or more Leasehold Mortgages upon prior notice to Landlord, but without the consent of Landlord, and Tenant's interest in this lease may at any time, directly or indirectly, be assigned to a

Leasehold Mortgagee (as hereinafter defined) as collateral security; provided, that notwithstanding anything to the contrary contained in this Article 43 or elsewhere in this lease: (i) no Leasehold Mortgage or any extension thereof shall be a lien or encumbrance upon the estate or interest of Landlord in and to the Premises (collectively, the "Superior Interests"); (ii) such Leasehold Mortgage shall be subject and subordinate at all times to such Superior Interests; and (iii) there shall be no obligation of Landlord whatsoever to subordinate its interest in any of the Superior Interests to any Leasehold Mortgage or to "join in" any Leasehold Mortgage. In addition, Tenant may assign any or all subleases entered into by Tenant in accordance with Article 7 to a Leasehold Mortgagee as collateral security for the obligations of Tenant under such mortgage. No such mortgage shall be valid or of any force or effect unless and until a true copy of the original of each instrument creating and effecting such mortgage and written notice containing the name and post office address of the Leasehold Mortgagee thereunder shall have been delivered to Landlord. Any Leasehold Mortgage which does not conform to the provisions of this Article 43 shall be deemed to be null and void ab initio. As used herein, the term "Leasehold Mortgagee" shall mean the holder of a Leasehold Mortgage that is in the business of making commercial loans.

43.02. (a) If Tenant shall mortgage its interest in this lease and the leasehold interest created hereby, Landlord shall give to each Leasehold Mortgagee whose name and address shall have theretofore been provided to Landlord, a copy of each notice of default by Tenant and each notice of termination of this lease at the same time as, and whenever, any such notice of default or notice of termination shall thereafter be given by Landlord to Tenant, and no such notice of default or notice of termination by Landlord shall be deemed to have been duly given to Tenant unless and until a copy thereof shall have been so given to each such Leasehold Mortgagee. Each Leasehold Mortgagee shall (A) thereupon have a period of 10 Business Days more in the case of a default in the payment of Fixed Rent or Additional Charges and 30 days more in the case of any other default which is capable of being cured by the Leasehold Mortgagee, after notice of such default is given to such Leasehold Mortgagee, for curing the default, causing the same to be cured by Tenant or otherwise, or causing action to cure a default to be commenced, than is given Tenant after such notice is given to it, and (B) within such period and otherwise as herein provided, have the right to cure such default, cause the same to be cured by Tenant or otherwise or cause an action to cure a default to be commenced, and, subject to Section 43.03, Landlord shall not have the right to terminate this lease under the provisions of Article 22 or to reenter the Premises under the provisions of Article 23, or to otherwise terminate this lease, reenter the Premises or exercise any other rights or remedies under this lease by reason of a default by Tenant, until the cure period has expired without a cure having been made; provided however that nothing contained herein shall be deemed to impose upon any Leasehold Mortgagee the obligation to perform any obligation of Tenant under this lease or to remedy any default by Tenant hereunder. Landlord shall accept performance by a Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant. Notwithstanding anything to

the contrary contained herein, no performance by or on behalf of a Leasehold Mortgagee shall cause it to become a "mortgagee in possession" or otherwise cause it to be deemed to be in possession of the Premises or bound by or liable under this lease.

(b) Notwithstanding the provisions of Section 43.02(a)

Landlord shall not have the right to terminate this lease under the provisions of Article 22 or to reenter the Premises under the provisions of Article 23, or to otherwise terminate this lease, reenter the Premises or exercise any other rights or remedies under this lease by reason of a default by Tenant, as long as:

(i) a Leasehold Mortgagee, in good faith, shall have commenced promptly to cure the default in question and prosecute the same to completion with reasonable diligence and continuity, subject to Force Majeure Causes, which for purposes of this Section 43.02(b) shall include causes beyond the control of such Leasehold Mortgagee instead of causes beyond the control of Tenant, or

(ii) if possession of the Premises is required in order to cure the default in question, a Leasehold Mortgagee, in good faith, (A) shall have entered into possession of the Premises with the permission of Tenant for such purpose or (B) shall have notified Landlord of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and within thirty (30) days of the giving of such notice commences such foreclosure proceedings, and thereafter prosecutes such proceedings with reasonable diligence and continuity (subject to Force Majeure Causes) or receives an assignment of this lease in lieu of foreclosure from Tenant, and, upon obtaining possession pursuant to clause (A) or clause (B) above, commences promptly to cure the default in question and prosecutes the same to completion with reasonable diligence and continuity (subject to Force Majeure Causes), or

(iii) if the Leasehold Mortgagee is the holder of the Leasehold Mortgage in question by collateral assignment and the foreclosure of its collateral assignment is required in order to act under clause (i) or clause (ii) above, a Leasehold Mortgagee, in good faith, shall have notified Landlord of its intention to institute proceedings to foreclose such collateral assignment and within thirty (30) days of the giving of such notice commences such foreclosure proceedings, and thereafter prosecutes such proceedings with reasonable diligence and continuity (subject to Force Majeure Causes) or receives a direct and absolute assignment from the assignor under the collateral assignment of its interest in such mortgage, in lieu of foreclosure, and upon the completion of such foreclosure or the obtaining of such assignment commences promptly to act under clause (i) or clause (ii) above, or

(iv) a Leasehold Mortgagee, in good faith, shall have proceeded pursuant to clause (ii) or clause (iii) above and during the period such

Leasehold Mortgagee is proceeding pursuant to clause (ii) or clause (iii) above, such default is cured;

provided, that the Leasehold Mortgagee shall have delivered to Landlord its written agreement to take the action described in clause (i), clause (ii) or clause (iii) above and, subject to the provisions of Section 43.02(d), shall have assumed the obligation to cure the default in question and that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Tenant under this lease, to the extent they are susceptible of being performed by the Leasehold Mortgagee, including the payment of Fixed Rent and Additional Charges, are being duly performed within any applicable grace periods. Notwithstanding the foregoing, at any time after the delivery of the aforementioned agreement, the Leasehold Mortgagee may notify Landlord, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued them, and in such event, the Leasehold Mortgagee shall have no further liability under such agreement from and after the date it delivers such notice to Landlord (except for any obligations assumed by the Leasehold Mortgagee and accruing prior to the date it delivers such notice) and thereupon, Landlord shall give notice thereof to the next Leasehold Mortgagee entitled to such notice under Section 43.03(e). Unless such default has been cured or Tenant's time period to cure under Section 22.02 has not expired as of the date that is ten (10) days after the giving of such notice to such other Leasehold Mortgagee, Landlord shall thereafter have the unrestricted right, subject to and in accordance with all of the terms and provisions of this lease, to terminate this lease and to take any other action it deems appropriate by reason of any default by Tenant, and upon any such termination the provisions of Section 43.03 shall apply. For all purposes of this lease, the term "foreclosure proceedings" shall include, in addition to proceedings to foreclose a mortgage, where applicable, any foreclosure or similar proceedings commenced by a collateral assignee thereof with respect to its collateral assignment.

(c) From and after the date upon which Landlord receives notice of any mortgage by Tenant of its interest in this lease, Landlord and Tenant shall not modify or amend this lease in any respect or cancel or terminate this lease other than as provided herein without the prior written consent of the Leasehold Mortgagee(s) specified in such notice.

(d) Notwithstanding anything contained in Section 43.02(b) or elsewhere in this lease to the contrary, any default of Tenant under any provision of this lease which would not be susceptible of being cured by the Leasehold Mortgagee, even after completion of foreclosure proceedings or the Leasehold Mortgagee otherwise acquiring title to Tenant's interest in this lease, shall be treated as if it were a default for which "possession of the Premises is required in order to cure" for purposes of clause (ii) of Section 43.02(b) and shall be automatically waived by Landlord upon the occurrence of the events described in clause (ii) or clause (iii) of Section 43.02(b), provided that during the pendency of such events all of the other obligations of Tenant under this lease,

to the extent they are susceptible of being performed by the Leasehold Mortgagee, including the payment of Fixed Rent and Additional Charges, are being duly performed within any applicable grace periods. Notwithstanding anything in Section 43.02(b) to the contrary, no Leasehold Mortgagee shall have any obligation to cure any such default described above nor shall any Leasehold Mortgagee be required to agree in writing to cure such default in order to proceed under clause (ii) or clause (iii) of Section 43.02(b).

43.03. (a) In case of termination of this lease under the provisions of Article 22 or otherwise, or a reentry into the Premises under the provisions of Article 23 or otherwise, Landlord, subject to the provisions of Section 43.03(e), shall give prompt notice thereof to each Leasehold Mortgagee under a Leasehold Mortgage whose name and address shall have theretofore been given to Landlord, which notice shall be given as provided in Section 43.02(a). Landlord, on written request of such Leasehold Mortgagee made any time within fifteen (15) days after the giving of such notice by Landlord and at such Leasehold Mortgagee's expense, shall execute and deliver within fifteen (15) days thereafter a new lease of the Premises to the Leasehold Mortgagee, or its nominee or designee, for the remainder of the term of this lease, upon all the covenants, conditions, limitations and agreements herein contained; provided that the Leasehold Mortgagee or its nominee or designee shall (i) pay to Landlord, simultaneously with the delivery of such new lease, all unpaid Fixed Rent and Additional Charges due under this lease up to and including the date of the commencement of the term of such new lease and all expenses including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this lease and the preparation of the new lease, and (ii) deliver to Landlord a statement, in writing, acknowledging that Landlord, by entering into a new lease with the Leasehold Mortgagee or its nominee or designee, shall not have or be deemed to have waived any rights or remedies with respect to defaults existing under this lease, notwithstanding that any such defaults existed prior to the execution of the new lease, and that the breached obligations which gave rise to the defaults and which are susceptible of being cured by Leasehold Mortgagee or its nominee or designee are also obligations under said new lease, but such statement shall be subject to the proviso that the applicable grace periods, if any, provided under the new lease for curing such obligations shall begin to run as of the first day of the term of said new lease

(b) Any such new lease and the leasehold estate thereby created shall, subject to the same conditions contained in this lease, continue to maintain the same priority and protection as this lease with regard to any mortgage or any other lien, charge or encumbrance whether or not the same shall then be in existence (or if such new lease cannot, as a matter of law, continue to maintain such priority and protection, Landlord shall not terminate this lease on account of Tenant's default, and both Landlord and Tenant shall cooperate with the Leasehold Mortgagee (and/or its nominee or designee) to effectuate an assignment of this lease by Tenant to the Leasehold Mortgagee (or its nominee or designee) such that the resulting lease between Landlord and the Leasehold Mortgagee (or such nominee or designee) will maintain such priority and

protection). Concurrently with the execution and delivery of such new lease, Landlord shall assign to the tenant named therein all of its right, title and interest in and to moneys, if any, then held by or payable to Landlord which Tenant would have been entitled to receive but for the termination of this lease or Landlord's exercise of its rights under Article 22 or 23.

(c) Upon the execution and delivery of a new lease under this Section 43.03, all subleases of the Premises which have become direct leases between Landlord and the sublessee thereunder pursuant to Section 7.07(b) or pursuant to a Landlord's Non-Disturbance Agreement entered into by Landlord with such sublessee shall thereupon be assigned and transferred by Landlord to the tenant named in such new lease, and Landlord shall enter into Landlord's Non-Disturbance Agreements with respect to any such subleases that became a direct lease with Landlord pursuant to a pre-existing Landlord's Non-Disturbance Agreement. Between the date of termination of this lease and the earlier of (i) the date of execution and delivery of the new lease and (ii) the date such Leasehold Mortgagee's option to request a new lease pursuant to this Section 43.03 expires if such Leasehold Mortgagee does not exercise such option, Landlord shall not enter into any new leases or subleases of the Premises, cancel or modify any then existing subleases, or accept any cancellation, termination or surrender thereof without the written consent of the Leasehold Mortgagee.

(d) Notwithstanding anything contained in this Section 43.03 to the contrary, a Leasehold Mortgagee shall have no obligation to cure any default by Tenant under any provision of this lease which is not susceptible of being cured.

(e) If there is more than one Leasehold Mortgage, Landlord shall recognize the Leasehold Mortgagee whose mortgage is senior in lien (or any other Leasehold Mortgagee designated by the Leasehold Mortgagee whose mortgage is senior in lien) as the Leasehold Mortgagee entitled to the rights afforded by Section 43.02 and this Section 43.03 for so long as such Leasehold Mortgagee shall be exercising its rights under this lease with respect thereto with reasonable diligence, subject to Force Majeure Causes, and thereafter Landlord shall give notice that such Leasehold Mortgagee has failed or ceased to so exercise its rights to the Leasehold Mortgagee whose mortgage is next most senior in lien (and so on with respect to each succeeding Leasehold Mortgagee that is given such notice and either fails or ceases to so exercise its rights), and then only such Leasehold Mortgagee whose mortgage is next most senior in lien shall be recognized by Landlord, unless such Leasehold Mortgagee has designated a Leasehold Mortgagee whose mortgage is junior in lien to exercise such right. If the parties shall not agree on which Leasehold Mortgagee is prior in lien, such dispute shall be determined by a then current certificate of title issued by a title insurance company licensed to do business in the State of New York chosen by Landlord, and such determination shall bind the parties.

(f) Notwithstanding anything to the contrary contained herein, Landlord shall not commence an action for, nor require Tenant to pay damages calculated in accordance with the provisions of paragraph (a) of Section 24.01 prior to the date upon which the rights of any Leasehold Mortgagee to cure Tenant's default and to request and receive a new lease have expired.

43.04. (a) Notwithstanding anything to the contrary herein, any foreclosure under any Leasehold Mortgage, or any exercise of rights or remedies under or pursuant to any Leasehold Mortgage, including the appointment of a receiver, shall not be deemed to violate this lease or, in and of itself, entitle Landlord to exercise any rights or remedies. Notwithstanding any other provision of this lease to the contrary, this lease may be assigned (i) by Tenant to a Leasehold Mortgagee (or its nominee or designee) at any time that Tenant is in default under this lease or under such Leasehold Mortgage and (ii) by a Leasehold Mortgagee (or its nominee or designee) at a foreclosure sale or by an assignment in lieu thereof, in either case without the consent of Landlord, and the provisions of Article 7 shall be inapplicable to any such assignment.

(b) In the event of any lawsuit, arbitration, appraisal or other dispute resolution proceeding, or any proceeding relating to the determination of rent or any component thereof, between Landlord and Tenant, (i) Landlord shall notify each Leasehold Mortgagee of whom Landlord shall have been given notice of the commencement thereof, which notice shall enclose copies of all notices, papers, and other documents related to such proceeding to the extent given or received by Landlord, and (ii) except to the extent provided otherwise in the Leasehold Mortgage, each Leasehold Mortgagee shall be entitled to participate in such proceeding. Such participation may, to the extent so desired by the Leasehold Mortgagee, include (x) receiving copies of all notices, demands, and other written communications and documents at the same time they are served upon or delivered to Tenant, (y) filing any papers contemplated or permitted by such proceedings, and (z) attending and participating in all hearings, meetings, and other sessions or proceedings relating to such dispute resolution.

(c) Any insurance policies required to be maintained by Landlord under this lease shall name as additional insureds any Leasehold Mortgagees whose name and address shall have theretofore been provided to Landlord.

(d) Any assignment of subleases and/or the rents thereunder (i.e., an assignment of rents and leases) given to a Leasehold Mortgagee and/or any security interest in equipment or any other personal property given to a Leasehold Mortgagee shall, for all purposes of this lease be deemed to be "collateral to" a mortgage and made "in connection with" a mortgage, notwithstanding that such assignment or security interest secures an obligation to the Leasehold Mortgagee that is different from, or in addition to, that secured by the mortgage held by such Leasehold Mortgagee.

(e) Tenant's making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this lease, nor shall any Leasehold Mortgagee, as such, or in the exercise of its rights under this lease, be deemed to be an assignee or transferee of this lease so as to require such Leasehold Mortgagee, as such, to assume or otherwise be obligated to perform any of Tenant's obligations hereunder except when, and then only for so long as, such Leasehold Mortgagee has acquired ownership and possession of Tenant's leasehold estate pursuant to a foreclosure or other exercise of rights or remedies under its Leasehold Mortgage (as distinct from its rights under this lease to cure defaults of Tenant hereunder). Notwithstanding anything to the contrary contained in this lease, no Leasehold Mortgagee, or any person acting for or on behalf of a Leasehold Mortgagee, or any person acquiring Tenant's leasehold estate pursuant to any foreclosure or other exercise of a Leasehold Mortgagee's rights under its Leasehold Mortgage, shall have any liability under or with respect to this lease or a new lease except during such period as such person is Tenant under this lease or a new lease. Notwithstanding anything to the contrary herein, such person's liability shall not in any event extend beyond its interest in this lease or a new lease and shall terminate upon such person's assignment or abandonment of this lease or the new lease.

(f) No Leasehold Mortgage shall affect or reduce any rights or obligations of either party under this lease. All such rights and obligations shall continue in full force and effect notwithstanding any Leasehold Mortgage.

(g) There shall be no limitation whatsoever on the amount or nature of any obligation secured by a Leasehold Mortgage, the purpose for which the proceeds of any such financing may be applied, the nature or character of any Leasehold Mortgagee, the subsequent assignment, transfer or hypothecation of any Leasehold Mortgage, or the creation of participation or syndication interests with respect to any Leasehold Mortgage.

(h) If any actual or prospective Leasehold Mortgagee requires any modification(s) of this lease, then Landlord shall, at Tenant's or such Leasehold Mortgagee's request and expense, promptly execute and deliver to Tenant such instruments in recordable form effecting such modification(s) as such actual or prospective Leasehold Mortgagee shall require, provided that such modification(s) do not in any way alter the rent payable hereunder or the term hereof, or adversely affect Landlord's rights or increase Landlord's obligations hereunder to more than a de minimis extent.

(i) Landlord shall, at Tenant's request and expense, acknowledge receipt of the name and address of any Leasehold Mortgagee (or proposed Leasehold Mortgagee) and confirm to such party that such party is or would be, upon closing of its loan, a Leasehold Mortgagee with all rights of a Leasehold Mortgagee under this lease, which acknowledgment shall, if requested, be in recordable form.

(j) Upon request by Tenant or by any existing or prospective Leasehold Mortgagee, Landlord shall deliver to the requesting party such documents and agreements as the requesting party shall reasonably request to further effectuate the intentions of the parties with respect to Leasehold Mortgages as set forth in this lease, including a separate written instrument in recordable form signed and acknowledged by Landlord setting forth and confirming, directly for the benefit of specified Leasehold Mortgagee(s), any or all rights of Leasehold Mortgagees

(k) If a Leasehold Mortgagee's Leasehold Mortgage expressly limits such Leasehold Mortgagee's exercise of any rights and protections provided for in this lease, then as between Tenant and such Leasehold Mortgagee the terms of such Leasehold Mortgage shall govern. A Leasehold Mortgagee may, by notice to Landlord, temporarily or permanently waive any specified rights of a Leasehold Mortgagee under this lease, and any such waiver shall be effective in accordance with its terms, but any such waiver shall not bind any subsequent Leasehold Mortgagee under a subsequent Leasehold Mortgage unless Landlord has relied to its detriment upon the initial waiver. Tenant's default as mortgagor under a Leasehold Mortgage shall not constitute a default under this lease except to the extent that Tenant's actions or failure to act in and of itself constitutes a breach of its obligations under this lease.

ARTICLE 44

Right Of First Offer To Purchase

44.01. (a) If during the initial term of this lease, Landlord desires to sell all or any portion of the Premises, whether in an asset transaction or, in substance, as a transfer of ownership interests, directly or indirectly, pertaining to the Premises, in a transaction intended to affect interests in the Premises as distinguished from all or substantially all of Landlord's and its affiliates' business interests, unless all or substantially all of said interests relate primarily to Landlord's interest in the Premises (in either case, herein called the "Offered Property"), subject to the provisions of Section 44.03, Landlord shall give Tenant a notice (herein called the "Offering Notice") offering to sell the Offered Property to Tenant at the purchase price (the "Offer Price") and on the terms and conditions contained therein. Within thirty (30) days after the Offering Notice is given to Tenant (herein called the "Option Period"), Tenant shall elect, by notice to Landlord, to either (i) purchase the Offered Property on the terms contained in the Offering Notice (without any substantive change whatsoever) or (ii) refuse to purchase the Offered Property as herein provided. Time shall be of the essence with respect to Tenant's election, and any failure by Tenant to notify Landlord of its election shall be deemed to be an election to refuse, and a waiver of Tenant's right, to purchase the Offered Property in response to such Offering Notice (but not a waiver of any other rights that Tenant may have pursuant to this Article 44 in connection therewith). Landlord shall not be permitted to revoke the Offering Notice during the Option Period, but the Offering

Notice shall be deemed to be revoked during the Option Period if Landlord and Tenant or its designee enter into a purchase agreement on terms different than those contained in the Offering Notice. If Tenant desires to purchase the Offered Property, Tenant and Landlord shall enter into a purchase agreement, the form of which shall be negotiated in good faith by the parties and must include the terms set forth in the Offering Notice and the Terms set forth in Section 44.01(b) (the "Offer Contract"). The Offer Contract must be entered into within thirty (30) days following the expiration of the Option Period. To provide further assurances for the parties, at any time prior to the execution of a contract with a third-party purchaser for a sale of ownership interests, Landlord shall have the right to give a written notice to Tenant, requesting that Tenant advise Landlord as to whether Tenant believes that such a sale would constitute a sale of the Offered Property as contemplated by the first sentence of this Section 44.01(a), and Tenant shall respond to any such request of Landlord within ten (10) Business Days after receipt of same (time being of the essence with respect to such response, and if Tenant fails to respond to such request within said ten (10) Business Day period, such contemplated sale of ownership interests shall not be deemed to constitute a sale of the Offered Property as contemplated by the first sentence of this Section 44.01(a)).

(b) Among other matters, the Offer Contract shall incorporate the following ("Terms"):

(i) a closing date that is thirty (30) days following the date of the Offer Contract;

(ii) the Offer Price shall be payable either solely in lawful money of the United States or, if not payable in its entirety in cash, then any other consideration must be of a type readily obtainable by Tenant;

(iii) the deposit required to bind the Offer Contract shall equal five percent (5%) of the Offer Price; and

(iv) that the seller will deliver the Offered Property to the buyer on the proposed closing date free of any liens (other than the lien of any first mortgage and other financing of Landlord's interest in the Premises if such term was set forth as a requirement of the buyer to assume in the Offering Notice, and any liens created or arising from the acts of Tenant or its agents, or anyone claiming by or through such parties).

44.02. (a) If Tenant shall refuse (or shall be deemed to have refused) to purchase the Offered Property pursuant to this Article 44, then Landlord may undertake to complete the transfer of the Offered Property to a third party purchaser. Such transfer shall not be undertaken at a price which is not "substantially the same" as the Offer Price. For purposes hereof, "substantially the same" shall mean that the purchase price to be paid by the prospective buyer shall be no less than ninety-five percent (95%) of the Offer Price taking into account all material relevant economic

matters, including, without limitation, the payment of the purchase price in its entirety in cash (subject to any assumption of any financing by buyer, if any, in accordance with the parenthetical set forth in Section 44.01(b)(iv)) and a closing date of no more than thirty (30) days following the execution and delivery of the subject contract of sale. If Landlord does not then consummate the proposed transfer to the third party purchaser in accordance with the foregoing within six (6) months after the date of Tenant's refusal or deemed refusal to purchase, and if a sale of the Offered Property is desired by Landlord after such period, Landlord must again offer the Offered Property to Tenant pursuant to Section 44.01(a). In addition, if Tenant shall refuse (or shall be deemed to have refused) to purchase the Offered Property pursuant to this Article 44 and thereafter within such six (6) month period Landlord desires to consummate a transaction in which the purchase price is not substantially the same as the Offer Price (hereinafter called the "Lower Price"), Landlord shall, prior to consummation of such transaction, deliver to Tenant a notice specifying the terms of such transaction, and such notice shall constitute an Offering Notice pursuant to which Landlord re-offers the Offered Property to Tenant pursuant to Section 44.01(a) at the Lower Price and otherwise on all the same terms set forth in said notice.

(b) If Tenant has refused or is deemed to have refused to purchase the Offered Property, Landlord shall, not more than ten (10) Business Days following a closing with a third party purchaser, deliver a notice to Tenant together with a fully executed copy of the contract of sale (and all amendments and exhibits thereto) and side letters and pertinent agreements, with such third party purchaser and its affiliates. Tenant shall, in writing and within five (5) Business Days after the delivery of such notice by Landlord, confirm or dispute that a specified purchase price is substantially the same as the Offer Price. Time shall be of the essence with respect to such notice from Tenant to Landlord and any failure to notify Landlord within such five (5) Business Day period shall be deemed for all purposes and as against all parties as Tenant's agreement that the purchase price is substantially the same as the Offer Price. If Landlord fails to comply with its obligations pursuant to Section 44.02(a) or pursuant to this Section 44.02(b), Tenant may pursue any and all legal (but not equitable) rights and remedies that it may have in connection therewith.

44.03. Tenant's rights granted under this Article 44 shall not apply to any Permitted Transfer.

44.04. Notwithstanding anything to the contrary in this Article 44, any transfer of the Offered Property pursuant to this Article shall be subject to this lease, any subleases and any defects created, arising or resulting from any acts of Tenant or any assignee or subtenant of Tenant, and Landlord shall make no representations, warranties or covenants concerning same to Tenant or its assignee or subtenant.

44.05. Tenant shall keep confidential all information it receives with respect to the Offered Property or contained in any Offering Notice or any contract of

sale submitted hereunder (except that Tenant may disclose such information (i) to such of its executive officers, employees and professional advisors as are reasonably required in connection with the analysis of the Offered Property, (ii) in connection with any arbitration or suit regarding same, and (iii) as may be required by law), provided that Tenant's obligations pursuant to this Section 44.05 shall terminate after closing of the purchase of the Offered Property by Tenant (but otherwise Tenant's obligations pursuant to this Section 44.05 shall survive).

44.06. Tenant agrees, at any time and from time to time after the rights to Tenant under this Article 44 are no longer in effect as to any particular transaction, as requested by Landlord with not less than ten (10) Business Days' prior notice, to execute and deliver to Landlord a statement certifying that the rights granted to Tenant under this Article 44 are no longer in effect, it being intended that any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by Landlord and others with whom Landlord may be dealing, regardless of independent investigation; provided, however, the reliance referred to herein shall be limited to Tenant being estopped from contradicting any of the statements made in such certificate.

44.07. The provisions of this Article 44 shall be null and void if the Tenant under this Lease is no longer a Citibank Tenant.

[signature page follows]

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

RECKSON COURT SQUARE, LLC,
Landlord

By: Reckson Operating Partnership,
L.P., a Delaware limited partnership,
its sole member

By: Reckson Associates Realty Corp.,
a Maryland corporation, its general
partner

By: _____
Name:
Title:

CITIBANK, N.A., Tenant

By: _____
Name: Joseph W. Sprouls
Title: Vice President

Tenant's Federal Identification Number:

Schedule 1

Lease Year	Fixed Rent Per RSF	Annual Fixed Rent

Yr 1	\$21.70	\$30,415,371
Yr 2	\$21.90	\$30,689,109
Yr 3	\$22.09	\$30,965,311
Yr 4	\$22.29	\$31,243,999
Yr 5	\$22.49	\$31,525,195
Yr 6	\$22.69	\$31,808,922
Yr 7	\$22.90	\$32,095,202
Yr 8	\$23.10	\$32,384,059
Yr 9	\$23.31	\$32,675,516
Yr 10	\$23.52	\$32,969,595
Yr 11	\$23.73	\$33,266,322
Yr 12	\$23.95	\$33,565,718
Yr 13	\$24.16	\$33,867,810
Yr 14	\$24.38	\$34,172,620
Yr 15	\$24.60	\$34,480,174

Schedule 2

Employee

Job Title

Marchewka, Teresa	Cleaning Supervisor (Local 32)
Abukar, Shueyb	Bathroom Porter(32)-42fl to34th
Acosta, Gloria	Cleaning Person(32)-12 fl&91/2
Acosta, Maria E.	Cleaning Person(32)-35fl & 341/2
Barbosa, Lazaro	Rotunda&Outside Porter(32)
Berdecia, Lisandra	Cleaning Person(32)-50, 61/2&Clevel
Bicic, Ismeta	Day Matron-Bathroom Attendant
Bullock, Charles J.	Bathroom Porter(32)-25fl to 17th
Castillo, Alexandra	Cleaning Person(32)-49th & 47th fl
Contreras, Rafael	Bathroom Porter(32)-33 to 25th fl
Chumbiauca, Nelly E.	Cleaning Person(32)-15th & 311/2 fl
Coffey, Deborah	Freight Elev.Operator(32)
Cuertas, Daira	Cleaning Person(32)-20th&211/2fl
Delgado, Francisco	Utility Porter(32)
Diaz, Obdulio	Loading Dock Trash Porter(32)
Dusj, Paska	Cleaning Person(32)-41fl & 421/2 fl
Dusta, Ljuljduraj	Cleaning Person(32)-26th &251/2fl
Dyndor, Janina	Cleaning Person(32)-40th &421/2 fl
Eley, Archie	Bathroom Porter(32)-16th to 7th fl
Feliz, Luz Maria	Cleaning Person(32)-33rd &311/2fl
Fernandez, Jose A.	Lobby Marble Porter(32)
Frederique, Laurette	Cleaning Person(32)-19th &211/2fl
Giraldo, Maria T.	Cleaning Person(32)-44th &281/2fl
Grdoc, Minire	Cleaning Person(32)-32nd &431/2fl
Karaduzovic, Fadila	Cleaning Person(32)-30th & 341/2fl
Kearse, Richard S.	Utility Porter(32)
Kohen, Nesim	Utility Porter(32)
Maqellara, Shkumbim	Bathroom Attendant(32)
Martinez, Carlos	Cafeteria&Branch Bank Porter
Martinez, Carmen L.	Cleaning Person(32)-10th&91/2 fl
Mocanu, Mitrita	Cleaning Person(32)-23rd & 171/2fl
Montero, Carlos	Tenant Porter(32)
Morales, Juan	Bathroom Porter(32)-50fl to 42nd
Mrkulic, Nedzad J.	Bathroom Porter(32)-L/R&H/R
Mrkulic, Sehrija	Cleaning Person(32)-8th & 71/2fl
Osorio, Orlando J.	Lobby&Elev.Cars Porter(32)
Quiroz, Luis	Specialty Services Porter(32)
Rasim, Nezirovski	Freight/Rubbish Operator(32)
Reci, Sabajdin	Loading Dock Trash Porter(32)
Rickheeram, Mootiram	Foreman
Rivas, Maria	Cleaning Person(32)-48th & 46thfl
Rivas, Oscar	Garbage Bins/Moving Boxes
Rodriguez, Altagracia	Cleaning Person(32)-24th & 61/2fl
Rodriguez, Cristina	Cleaning Person(32)-45th&431/2fl

Employee	Job Title
-----	-----
Rodriguez, Sylvia C.	Cleaning Person(32)-18th&171/2f1
Rojas, Blanca I.	Rojas, Blanca(32)-11th&141/2f1
Saljihi, Agron	Working Foreman(32)
Salvador, Mario	Tenant Porter(32)
Sanchez, Mirna E.	Cleaning Person(32)-37th&381/2f1
Stojanovski, Branko	Recycling
Sulejman, Islam	Freight/Rubbish Operator(32)
Suriel, Francisca	Cleaning Person(32)-36th&381/2f1
Tello, Augusto C.	Lobby Attendant
Thomas, Monica W.	Cleaning Person(32)-L/R5TH&4FL
Trejos, Luz Stella	Cleaning Person(32)-22nd&71/2f1
Varghese, Elizabeth	Cleaning Person(32)-16th&141/2f1
Veras, Jose	Utility Porter(32)
Vukelj, Jasmina	Cleaning Person(32)-29th&281/2f1
Walker, Darnley S.	Outside Porter(32)
Wilson, Helen	Day Matron-Bathroom Attendant
Zabrocka, Danuta	Cleaning Person(32)-39th&Clevel
Zaorska, Barbara	Cleaning Person(32)-27th&251/2f1
Varone, Frederick J.	Chief Engineer
Veza, Dom	Assistant Chief Engineer
Marino, Louis John	Engineer
Orlando, James	Engineer
Vallone, Vito	Engineer
Buckley, Thomas H.	Engineer
Moore, John D.	Engineer
Mazzone, Joseph V.	Engineer
Chin, Kevin	Engineer
McGee, John Patrick	Engineer
Piro, Michael H.	Engineer Helper
Woods, Christopher M.	Engineer Helper
Suden, Kenneth	Apprentice Engineer Helper
Osorio Jr., Hugo	Apprentice Engineer Helper
Mohamoud, Mohamed A.	Engineer Helper
Lee, Harry	Locksmith

Schedule 3

Current Occupancy Agreements

EXHIBIT A

Legal Description

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING, AND BEING IN THE BOROUGH AND COUNTY OF QUEENS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHWESTERLY SIDE OF JACKSON AVENUE WITH THE WESTERLY SIDE OF COURT SQUARE;

RUNNING THENCE SOUTH 33 DEGREES 20 MINUTES 00 SECONDS WEST AND ALONG THE NORTHWESTERLY SIDE OF JACKSON AVENUE, 220.449 FEET TO THE NORTHERLY SIDE OF 45TH AVENUE;

THENCE SOUTH 75 DEGREES 17 MINUTES 05.2 SECONDS WEST AND ALONG THE NORTHERLY SIDE OF 45TH AVENUE, 286.083 FEET;

THENCE NORTHERLY AT RIGHT ANGLES TO THE NORTHERLY SIDE OF 45TH AVENUE, 25.003 FEET;

THENCE WESTERLY PARALLEL WITH THE NORTHERLY SIDE OF 45TH AVENUE, 90.027 FEET TO THE EASTERLY SIDE OF 23RD STREET;

THENCE NORTH 14 DEGREES 42 MINUTES 54.8 SECONDS WEST AND ALONG THE EASTERLY SIDE OF 23RD STREET, 75.011 FEET;

THENCE EASTERLY AT RIGHT ANGLES TO THE EASTERLY SIDE OF 23RD STREET, 115.013 FEET;

THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST MENTIONED COURSE, 100.015 FEET TO THE SOUTHERLY SIDE OF 44TH DRIVE;

THENCE NORTH 75 DEGREES 17 MINUTES 05.2 SECONDS EAST AND ALONG THE SOUTHERLY SIDE OF 44TH DRIVE, 425.048 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF 44TH DRIVE WITH THE WESTERLY SIDE OF COURT SQUARE;

RUNNING THENCE SOUTH 14 DEGREES 42 MINUTES 54.8 SECONDS EAST AND ALONG THE WESTERLY SIDE OF COURT SQUARE 52.659 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE NORTHWESTERLY SIDE OF JACKSON AVENUE WITH THE WESTERLY SIDE OF COURT SQUARE, THE POINT OR PLACE OF BEGINNING.

FOR INFORMATION ONLY: BLOCK 79 LOT 30

EXHIBIT B

Not Used

B-1

EXHIBIT C

ONE COURT SQUARE
MAINTENANCE SCHEDULE

I. MAINTENANCE AND TESTING

- o Annual black out simulation and functionality testing of the entire emergency and standby power systems.
- o Quarterly testing of the entire emergency and standby power systems by placing all the automatic transfer switches in the test position.
- o Preventive and predictive maintenance programs:
 - o Annual Thermal scanning.
 - o Emergency and standby generation maintenance.
 - o Switch gear and buss duct maintenance
 - o Vibration analysis
 - o Indoor air quality and domestic water sampling/testing
 - o Chiller maintenance

II. COMMON AREA CLEANING

1. Main Lobby

Daily:

- o Empty lobby trash receptacles as needed, but not less than four times per day.
- o Periodically clean lobby glass and entrance glass of fingerprints and smudges.
- o Carpet sweep walk-off mats as needed.
- o Spot clean chrome and bright work as needed.
- o Place and / or pick up walk-off mats as weather conditions require. Shampoo as required.

Nightly:

- o Wet mop all flooring paying special attention to corners, edges, and baseboard. Remove all scuffs and stains.
- o Wipe clean and dust all visitor reception areas, including removal of any trash. Clean and sanitize all telephones.
- o Dust and clean lobby directory.
- o Dust and clean all walls from floor to 72" above floor.

- o Clean and polish all metal doors and bucks, handrails, revolving doors and drums of revolving doors, interior and exterior.
- o Wipe clean and polish all planters.
- o Wipe down and clean the security desk area and equipment.
- o Remove all finger marks, dirt smudges, graffiti, etc., from all revolving doors, frames, glass doors, partitions, windows, walls, elevator doors and elevator jambs.
- o Empty (clean and sanitize as needed) all waste receptacles. Remove wastepaper and waste materials to designated area.
- o Remove gum from walk-off mats and all other types of flooring.
- o Vacuum all walk-off mats.
- o Vacuum, clean and polish all floor saddles.
- o Clean and sanitize all public telephones and surrounding area.
- o Dust all flat surfaces including furniture.
- o Place and / or pick up walk-off mats as weather conditions require.

Weekly:

- o Dust all low reach areas including, but not limited to, chair rungs, structural and furniture ledges, baseboards, window sills, door louvers, moldings, etc.
- o Dust all fire extinguishers cabinets or enclosures, enunciator panels and pull stations.
- o Sweep, mop and spray buff all hard flooring. Ensure a consistent finish around edges and base.
- o Wash and disinfect all waste receptacles.

Monthly:

- o Dust all high reach areas including, but not limited to, tops of doors, frames, pictures, lamps, light fixtures, window blinds, air diffusers and return grills, ventilating louvers.
- o Machine clean and polish all flooring. All flooring shall be maintained, at the minimum, as a mid gloss finish at all times.

Quarterly:

- o Clean all wall panels 72" and higher.

2. Elevators

Daily:

- o Elevator cabs to be polished no less than four times per day. All floors are to be swept and mopped or vacuumed as needed. o All metal finishes, including all call buttons and indicators, shall be cleaned of all finger marks and smudges not less than four times per day.

Nightly:

- o Vacuum clean and polish all elevator saddles and tracks; if necessary, sweep heavier debris with brush to remove.

- o Sweep and mop all stone flooring in passenger elevators. Vacuum if carpeted.
- o Damp wipe panel walls, call buttons and indicators of elevator cabs to remove any smudges or graffiti.
- o Wipe down all metal finishes in cabs including, but not limited to, all indicators, panels, and doors. Remove any foreign matter or debris from light fixtures.
- o Thoroughly clean freight elevator cabs including sweeping and mopping floor, and damp wiping all walls and doors. When elevator cab is used for hauling trash, the cab must be disinfected.
- o Report any mechanical deficiencies or damage to the Agent.

Monthly:

- o Machine clean and polish all flooring. All flooring shall be maintained, at the minimum, as a mid gloss finish at all times. Shampoo if carpeted.

3. Stairwells

Weekly:

- o Police all stairwells throughout the building and keep in clean condition by sweeping or picking up trash and litter from the stairs / floors.
- o Spot mop and sanitize stairs / floors immediately when made necessary by sickness, spillage or as otherwise necessary to ensure personal safety.
- o Damp wipe finger marks, smears, smudges and graffiti on stairway doors and wall surfaces, hose racks and handrails. o Report any unauthorized equipment or supplies to the Agent.

Monthly:

- o Clean fire hoses, fire hose cabinets and similar equipment as needed, but at least once per month.
- o Wet mop landings, steps and treads. Wipe down railings.

4. Elevator Lobbies / Common Areas

Nightly:

- o Sweep and damp mop uncarpeted areas.
- o Vacuum all carpeted areas.
- o Wipe clean all elevator call buttons and indicator lights.
- o Damp wipe to remove all smudges, marks and fingerprints from walls and glass entrance doors.
- o Wipe clean all signage.

Weekly:

- o Detail vacuum all carpeted areas.
- o Dust all ventilation louvers.

- o Sweep and mop all maintenance areas and basement corridors.
- o Spot clean all wall finishes with clean damp cloth.
- o Wipe with clean damp cloth all doors, doorframes, and high reach areas not cleaned during nightly cleaning.

Monthly:

- o Wipe clean all baseboards.
- o Wipe clean and / or dust all ventilation louvers and light fixtures.
- o Clean all wood doors with approved cleaning agent.

Quarterly:

- o Basement corridors should be washed clean, from floor to ceiling, to remove smudges, marks and stains.

5. Exterior Sidewalks and Plaza

Daily:

- o Police and remove debris from planters as need but not less than four (4) times daily.
- o Using a hose, rinse all sidewalks and plaza area before 7:00 a.m. or as requested by Agent (weather permitting).
- o Use exterior vacuum and / or blower to clear grounds of all leaves and debris before 8:00 a.m.
- o Sweep sidewalks, curbs, and Plaza using a power vacuum (provided by contractor) removing and / all foreign matter. Police throughout day but not less than six (6) times per day.

Weekly:

- o Remove gum from sidewalks.
- o Remove graffiti as needed.
- o Clean exterior facade from ground level to 8 feet.

6. Loading Dock and Receiving Area

Daily:

- o Police the loading dock / receiving area, including all office areas, not less than three (3) times per day.
- o Sweep all areas to ensure a litter free area.
- o Respond to all spills and emergencies as may be required.
- o Remove debris from compactor area.
- o Place all trash and recyclable trash in designated areas.

Nightly:

- o Place all trash and recyclable trash in designated areas.

- o Keep loading dock area clear of rubbish and debris.
- o Clean all office areas consistent with section "III. OFFICE AREAS" of the general cleaning specification.

Weekly:

- o Rinse and disinfect loading dock / receiving area.

7. Snow Removal

Contractor will be responsible for the removal of snow and ice from all walkways, sidewalks and entrance stairs at all times; this will include weekend and after hours snowfall. Contractor shall provide all snow removal equipment, i.e. snow blowers, plows, shovels, etc.

- o Snow / ice will be removed immediately as accumulations occur during the day or night, including weekends.
- o All sidewalk areas to be maintained completely clear of snow / ice, spread snowmelt chemicals (approved by Agent) as conditions require throughout the storm and after the storm as conditions warrant.
- o Remove snow / ice from crosswalks for easy pedestrian access.
- o Truck entrances and loading dock areas to be completely free of snow / ice.
- o All emergency exits must be clear of snow and ice.
- o Sufficient personnel, as judged by Agent, shall be on site throughout the duration of the storm and subsequent cleanup.
- o At all times, maintain the facility in a "slip free" condition.

8. Roof Top / Set Backs

Monthly:

- o Keep all areas free of debris, including spraying to control weeds.

9. Building Service Areas / Mechanical Space

Daily:

- o Keep Cleaning / Maintenance Office, Engineering Office, and all maintenance and security locker rooms, including locker room lavatories, in a neat and orderly condition, consistent with that of the rest of the building.
- o All slop sinks and closets are to be kept neat and clean at all times. Mops, rags and equipment are to be cleaned and stored in an orderly fashion.
- o Maintain an orderly arrangement of all janitorial supplies and equipment, including all paper products.

- o Police all locker rooms and locker rooms lavatories throughout the day consistent with that of the rest of the building.

Monthly:

- o Sweep and / or clean all telephone, electrical, and mechanical closets under the supervision of the Agent. o Provide periodic cleaning and maintenance to all locker room lavatories consistent with that of the rest of the building.

EXHIBIT D

Superior Mortgagee SNDA Agreement

SUBORDINATION, NON-DISTURBANCE AND ATTORMENT AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 200_ by and among _____ (hereinafter called "Mortgagee"), _____, a _____, having an office at _____ (hereinafter called "Landlord") and Citibank, N.A., a national banking association, having an office at One Court Square, Long Island City, New York 11120 (hereinafter called "Tenant").

W I T N E S S E T H:

WHEREAS, Tenant has entered into a certain lease dated as of the date hereof with Landlord (such lease, as same may be amended and restated pursuant to the form of lease annexed thereto as Exhibit J, is hereinafter called the "lease" or the "Lease"), covering the entire land and improvements thereon commonly known as One Court Square and located in Long Island City, New York, as more particularly described on Schedule A attached hereto; and

WHEREAS, Mortgagee has made a certain mortgage loan (hereinafter called the "Mortgage") to the Landlord and the parties desire to set forth their agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Subject to the terms and conditions hereof, the lease is and shall be subject and subordinate in each and every respect to the lien of the Mortgage insofar as it affects the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.

2. Tenant agrees that after notice is given to Tenant by Mortgagee it will attorn to and recognize Mortgagee, any purchaser at a foreclosure sale under a Mortgage, and the successors and assigns of Mortgagee or any such purchasers who acquires the premises demised (the "Premises") under the Lease (any of such parties is herein referred to as an "Acquiring Party") in the event of any suit, action or proceeding for the foreclosure of a Mortgage or to enforce any rights thereunder, any judicial sale or execution or other sale of the Premises or the giving of a deed in lieu of foreclosure of any default under a Mortgage (each, an "Attornment Event"), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the

same terms and conditions set forth in the Lease and this Agreement. Such attornment is to be effective as of the date that such Attornment Event occurs, without the execution of any further agreement. However, Tenant and the Acquiring Party agree to confirm the provisions of this Agreement in writing upon the request of either party.

3. In the event that it should become necessary to foreclose a Mortgage, Mortgagee thereunder or any Acquiring Party will not terminate the Lease nor join Tenant in summary or foreclosure proceedings (unless Tenant is a necessary party thereto under law), nor disturb the possession of Tenant, nor diminish or interfere with Tenant's rights and privileges under the Lease or any extensions or renewals of the Lease entered into pursuant to the Lease or consented to by Mortgagee, as applicable, so long as Tenant is not in default, after any applicable notice and grace period, under any of the terms, covenants, or conditions of the Lease.

4. In the event that Mortgagee or an Acquiring Party shall succeed to the interest of Landlord under the Lease (the date of such succession being hereinafter called the "Succession Date"), so long as Tenant is not in default, after any applicable notice and grace period, under any of the terms, covenants, or conditions of the Lease, Mortgagee or the Acquiring Party, as the case may be, shall not disturb the possession of Tenant and shall be bound by all of Landlord's obligations under the Lease; provided that neither the Mortgagee or Acquiring Party shall be:

(a) liable for any act or omission or negligence or failure or default of any prior landlord (including Landlord) to comply with any of its obligations under the Lease, except to the extent that (1) such act or omission constitutes a default by landlord under the Lease and continues after the Succession Date, and (2) Mortgagee's or Acquiring Party's liability is limited to the effects of the continuation of such act or omission from and after the Succession Date and shall not include any liability of any prior landlord (including Landlord) which accrued prior to the Succession Date; or

(b) liable for the return of any security deposit, except to the extent such security deposit shall have been paid over (or assigned, in case of any letter of credit) to the Mortgagee or Acquiring Party; or

(c) subject to any counterclaims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) except to the extent (1) that such counterclaims, offsets or defenses shall have accrued in accordance with the terms of the Lease, including, without limitation, any offsets with respect to Landlord Reimbursement Amounts (as defined in the Lease) or (2) the basis for such counterclaims, offsets or defenses continue to exist from and after the Succession Date; provided that Mortgagee receives notice thereof in accordance with the Lease; or

(d) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord, under the

Lease (other than customary prepayments of operating expense and real estate tax and Landlord Reimbursement Amounts); or

(e) bound by any amendment or modification of the Lease made without its consent, other than an amendment or modification entered into to confirm the exercise of a specific right or option under the Lease in accordance with all of the material terms of the Lease governing the exercise of such specific right or option.

5. Tenant agrees to give the Mortgagee and/or Acquiring Party, a copy of any notice of default served upon the Landlord by Tenant with respect to a default which would entitle Tenant to terminate the Lease at such time as such notice is served upon Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of the Mortgagee and/or Acquiring Party. Tenant shall not so terminate the Lease (other than with respect to any Tenant right to terminate the Lease under Article 19) unless such act or omission shall not be remedied within thirty (30) days after the giving of such notice to Mortgagee and/or Acquiring Party; provided, that if such act or omission cannot with due diligence be remedied within a period of thirty (30) days, and if Mortgagee and/or Acquiring Party commences the remedies necessary to cure such act or omission within such thirty (30) days and thereafter prosecutes such remedies with reasonable diligence, then the period of time after the giving of such notice by Tenant within which such act or omission may be remedied shall be extended so long as Mortgagee prosecutes the remedying of such act or omission with reasonable diligence.

6. Mortgagee hereby consents to the Lease and, subject to the provisions of Paragraph 4(e) hereof, all of the terms and conditions thereof, and the terms of the Mortgage shall not affect such terms and conditions of the Lease, including, but not limited to, the specific provisions of the Lease governing assignments, subletting, alterations, repairs, contesting requirements of law, contracting the size of the Premises and extending the term of the Lease, as all such provisions are more particularly set forth in the Lease.

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

If to Mortgagee:

with a copy to:

If to Landlord:

with a copy to:

If to Tenant:

with a copy to:

with an additional copy to:

and shall be deemed to have been given, rendered or made (i) if mailed, on the second Business Day following the day so mailed, unless mailed to a location outside of the State of New York, in which case it shall be deemed to have been given, rendered or made on the third Business Day after the day so mailed, (ii) if sent by nationally recognized overnight courier, on the first Business Day following the day sent or (iii) if sent by personal delivery, when delivered and receipted by the party to whom addressed (or on the date that such receipt is refused, if applicable). Each party may designate a change of address (or substitute parties for notice) by notice to the other, given at least fifteen (15) days before such change of address or notice party is to become effective.

8. The liability of Mortgagee for the performance of any obligation of Landlord under the Lease shall be limited to Mortgagee's interest in the Premises (which shall be deemed to include the proceeds of any insurance, condemnation, sale or refinancing proceeds received by Mortgagee or an Acquiring Party with respect to all or any portion of the Premises), and Tenant hereby agrees that any monetary judgment it may obtain against Mortgagee as a result of Mortgagee's failure, as Landlord, to perform any of Landlord's obligations under the Lease shall be enforceable solely against

Mortgagee's interest in the Property. Notwithstanding the foregoing, Mortgagee shall not, by virtue of the Mortgage, be or become a mortgagee-in-possession or become subject to any liability or obligation under the Lease or otherwise until Mortgagee shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents
the day and year first above written.

MORTGAGEE:

By: _____
Name:
Title:

LANDLORD:

By: _____
Name:
Title:

TENANT:

By: _____
Name:
Title:

D-6

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

On the ___ day of _____, 200_, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by, his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

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

On the ___ day of _____, 200_, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by, his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

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

On the ___ day of _____, 200_, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by, his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

SCHEDULE A

Description of Premises

D-9

EXHIBIT E

Not Used

E-12

EXHIBIT F

Not Used

F-1

EXHIBIT G

Landlord's Non-Disturbance Agreement

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made as of the ___ day of _____, 200_ by and among _____ (hereinafter called "Landlord"), _____ (hereinafter called "Tenant"), and _____ (hereinafter called "Subtenant").

W I T N E S S E T H:
- - - - -

WHEREAS, Landlord is the landlord under that certain lease dated as of _____, 2005 between Landlord, as lessor, and Tenant, as lessee (hereinafter called the "Overlease"), covering the entire premises (hereinafter called the "Demised Premises") in the building known as One Court Square, Long Island City, New York (hereinafter called the "Building") on land more particularly described in Exhibit A annexed hereto; and

WHEREAS, a portion of the Demised Premises comprised of _____ (hereinafter called the "Sublease Premises") has been subleased to Subtenant pursuant to that certain sublease dated as of _____, 20__ between Tenant, as sublessor, and Subtenant, as sublessee (hereinafter called the "Sublease").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration in hand paid, the parties hereto agree as follows:

1. So long as Subtenant is not in default, after notice and the lapse of any applicable grace period, in the performance of any terms, covenants and conditions to be performed on its part under the Sublease, then in such event:

(a) Unless any applicable law requires same, Subtenant shall not be joined as a party defendant in any action or proceeding which may be instituted or taken by the Landlord for the purpose of terminating the Overlease by reason of any default thereunder;

(b) Subtenant shall not be evicted from the Sublease Premises nor shall any of Subtenant's rights under the Sublease be affected in any way by reason of any default under the Overlease, and

(c) Subtenant's leasehold estate under the Sublease shall not be terminated or disturbed by reason of any default under the Overlease.

2. (a) If Landlord shall succeed to the rights of Tenant under the Sublease by termination of the Overlease or the expiration of the term thereof or

otherwise, Landlord, as Subtenant's landlord under said Sublease, shall accept Subtenant's attornment and Subtenant agrees to so attorn and recognize Landlord as Subtenant's landlord under said Sublease without further requirement for execution and delivery of any instrument to further evidence the attornment set forth herein. Subtenant or Landlord will, each within ten (10) business days after demand of the other, execute and deliver any instrument that may reasonably be required to evidence such attornment.

(b) Subject to the provisions of subparagraph 2(c) below, upon any such attornment and recognition, the Sublease shall continue in full force and effect as, or as if it were, a direct lease between Landlord and Subtenant upon all of the then executory terms, conditions and covenants as are set forth in the Sublease (as the same incorporates by reference the Overlease, notwithstanding the termination of the Overlease), and shall be applicable after such attornment, provided, to the extent that Landlord has any rights under the Overlease which are applicable to the Demised Premises and are in addition to the rights of the lessor under the Sublease, such rights shall be deemed incorporated into the Sublease, notwithstanding the termination of the Overlease; and provided, further that Landlord shall not be (i) subject to any credits, offsets, defenses or claims which Subtenant might have against Tenant; nor (ii) bound by any rent which Subtenant might have paid for more than the current month to Tenant (other than customary prepayments of Taxes and Operating Expenses), unless such prepayment shall have been made with Landlord's prior written consent; nor (iii) liable for any act or omission of Tenant; nor (iv) bound by any covenant to undertake or complete any improvement to the Sublease Premises or the Building; nor (v) be required to account for any security deposit other than any security deposit actually delivered to Landlord; nor (vi) liable for any payment to Subtenant of any sums, or the granting to Subtenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into the Sublease Premises or any portion thereof; nor (vii) bound by any amendment, modification or surrender of the Sublease made without Landlord's prior written consent, other than an amendment or modification entered into to confirm the exercise of a specific right or option under the Sublease in accordance with all of the material terms of the Sublease governing the exercise of such specific right or option. Subtenant waives the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Sublease or the obligations of Subtenant thereunder by reason of any action or proceeding for the purpose of terminating the Overlease by reason of any default thereunder.

(c) Notwithstanding anything to the contrary contained herein, in the event that the rental rate set forth in the Sublease, on a per rentable square foot basis (including fixed rent and additional rent on account of real estate taxes, operating expenses and electricity), after taking into account all rent concessions provided for in the Sublease, is less than the Minimum Sublease Rent (as such term is defined in Section 7.09 of the Lease), the Sublease shall be deemed to be automatically amended effective as of the date of the aforementioned attornment and recognition so that from and after the

date of such attornment and recognition, the rental rate payable under the Sublease shall be increased to an amount that is equal to all of the same economic terms and conditions (including fixed rent and additional rent on account of real estate taxes, operating expenses and electricity) that would have been applicable as between Landlord and Tenant under the Overlease with respect to the Sublease Premises for the period commencing on such date of attornment and ending on the expiration date of the such Sublease. Subtenant or Landlord will, each within ten (10) business days after demand of the other, execute and deliver an amendment to the Sublease, in form reasonably satisfactory to Landlord and Subtenant, setting forth such increase in the rental rate payable under the Sublease to the Lease Rent; provided, however, that the absence of such written amendment shall not, in any event, affect the automatic rental increase described herein.

3. The Sublease now is and shall remain subject and subordinate to the Overlease and to any ground or underlying lease affecting the Demised Premises and to all renewals and replacements, extensions, consolidations and modifications thereof, and to all other matters to which the Overlease shall be subordinate, subject to the terms and conditions of this Agreement.

4. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their successor and assigns.

5. This Agreement may not be modified except by an agreement in writing signed by the parties or their respective successors in interest.

6. Any notice, statement, demand, consent, approval or other communication (collectively, "notices") required or permitted to be given, rendered or made pursuant to, under, or by virtue of this Agreement (or any amendment to the Sublease made pursuant hereto) must be in writing and shall be deemed to have been properly given, rendered or made only if sent by (a) registered or certified mail, return receipt requested, posted in a United States post office station or letter box in the continental United States, (b) nationally recognized overnight courier (e.g., Federal Express) with verification of delivery requested or (c) personal delivery with verification of delivery requested, in any of such cases addressed to the party for whom intended at its address set forth above. Notices shall be deemed to have been given, rendered and made (i) if mailed, on the second Business Day following the day so mailed, unless mailed to a location outside of the State of New York, in which case it shall be deemed to have been given, rendered or made on the third Business Day after the day so mailed, (ii) if sent by nationally recognized overnight courier, on the first Business Day following the day sent or (iii) if sent by personal delivery, when delivered and receipted by the party to whom addressed (or on the date that such receipt is refused, if applicable). Each party may designate a change of address (or substitute parties for notice) by notice to the others, given at least fifteen (15) days before such change of address or notice party is to become effective.

[Signatures follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

LANDLORD:

By: _____

Name:
Title:

TENANT:

By: _____

Name:
Title:

SUBTENANT:

By: _____

Name:
Title:

EXHIBIT H

Not Used

H-1

EXHIBIT I

Form of Memorandum of Lease

MEMORANDUM OF LEASE

between

-----,

as Landlord

and

CITIBANK, N.A.,

as Tenant

Dated: As of May 12, 2005

Location of Premises

Long Island City, County of Queens and State of New York

Address: One Court Square (25-01 Jackson Avenue)
Section:
Block: 79
Lot: 30

Record and Return to:

Paul, Hastings, Janofsky & Walker LLP
75 East 55th Street
New York, New York 10022
Attention: Dean A. Stiffle, Esq.

MEMORANDUM OF LEASE

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

NAME AND ADDRESS OF LANDLORD: Reckson Court Square, LLC
c/o Reckson Associates Realty Corp.
1350 Avenue of the Americas, Suite 901
New York, New York 10019

NAME AND ADDRESS OF TENANT: Citibank, N.A.
One Court Square
25-01 Jackson Avenue
Long Island City, New York 11120

DATE OF LEASE: As of May 12, 2005

DESCRIPTION OF PREMISES: The Premises consist of the land and improvements (the "Building") thereon located One Court Square, Long Island City, New York, such land being more particularly described in Schedule A attached hereto (the "Real Property").

COMMENCEMENT DATE OF INITIAL TERM: May 12, 2005

EXPIRATION DATE OF INITIAL TERM: May 11, 2020

RIGHT TO GRANT EASEMENTS: Tenant has the right to grant certain easements which burden the Real Property as more particularly described in Article 33 of the Lease.

RENEWAL TERMS: The Lease contains five (5) five (5) year extension options. The extension options are more particularly described in Article 36 of the Lease.

RIGHT TO GRANT LEASEHOLD MORTGAGES: Tenant may subject its interest in the Lease and the leasehold interest created thereby may at any time and from time to time be, directly or indirectly, to one or more leasehold mortgages. The holders of any such leasehold mortgages shall be entitled to certain rights under the Lease as more particularly set forth in the Lease, including Article 43 thereof.

RIGHT OF FIRST OFFER TO PURCHASE: The Lease contains a right of first offer to purchase the Premises or interests therein, as more particularly described in Article 44 of the Lease.

NAMING AND SIGNAGE RIGHTS: Tenant has the right to name the Building, and Tenant has exclusive rights with respect to signs, banners, flags, monuments, kiosks and other means of identification, as more particularly described in Articles 16 of the Lease

ROOFTOP RIGHTS: Tenant has exclusive rights with respect to the rooftop of the Building, as more particularly described in Article 39 of the Lease.

SURVIVING OBLIGATIONS: Landlord's obligations pursuant to Section 3.05(a) of the lease with survive the termination of the Lease

CONTRACTION RIGHTS: Tenant has the right to surrender portions of the Premises, as more particularly described in Article 4, upon which the Lease will be amended and restated in the form annexed to the Lease as Exhibit J.

This instrument is intended to be only a Memorandum of Lease, reference to which is hereby made for all of the terms, conditions and covenants of the parties. This instrument shall not be construed to modify, change, vary or interpret said Lease or any of the terms, covenants or conditions thereof. In all instances, reference to the Lease should be made for a full description of the rights and obligations of the parties. The recordation of this Memorandum is in lieu of, and with like effect as, the recordation of the Lease.

[signatures follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease on the date hereinabove first set forth.

WITNESS:
By: _____
Print Name

LANDLORD:
By: _____
Name:
Title:

WITNESS:
By: _____
Print Name

TENANT:
CITIBANK, N.A., a national
banking association
By: _____
Name:
Title:

SCHEDULE A
Legal Description

EXHIBIT J

Form of Restated and Amended Lease

[See attached]

J-1

EXHIBIT K

Not Used

K-1

EXHIBIT L

(See Attached Site Plan--Adjacent Parcel)

L-1

EXHIBIT M-1

Form of Tenant's Estoppel

ESTOPPEL CERTIFICATE

TO: _____

Attention: _____

Ladies/Gentlemen:

At the request of Landlord, and knowing that you are relying on the accuracy of the information contained herein, the undersigned ("Tenant") hereby certifies to Landlord that as of the date hereof:

1. The undersigned is the tenant under that certain Lease dated as of _____ by and between _____, a _____ ("Landlord") and Tenant [**, as amended by _____ (describe lease and all amendments and modifications thereto**) (the "Lease"), covering the premises described therein (herein referred to as the "Leased Premises") in the improvements situated in the he building known as One Court Square, 25-01 Jackson Avenue in the Long Island City, County of Queens and State of New York (the "Property"). A complete and accurate copy of the Lease, including any and all modifications and amendments thereto, is attached hereto as Exhibit A.

2. The Lease is in full force and effect. The Lease has not been further modified, changed, altered, supplemented or amended in any respect (in writing or orally) except as set forth in paragraph 1 above.

3. The term of the Lease commenced on _____ and shall expire on _____, unless sooner terminated or extended in accordance with the terms of the Lease.

4. Tenant has exercised the following options to extend the term of the Lease (if none, please state "none"): _____, and Tenant has the following unexercised options to extend the term of the Lease (if none, please state "none"): _____.

5. Tenant has exercised the following rights of first offer, rights of first refusal and/or other expansion rights with respect to the Property (if none, please state "none"): _____.

6. Fixed Rent is paid through and including _____ and Tax Payments are paid through and including _____. No Fixed Rent has been paid more than 30 days in advance.

7. Tenant is not entitled to any rent concessions, rebates or abatements, except (i) as specifically provided in the Lease, and (ii) as indicated below (if none, please state "none"):
_____.

8. Tenant has no option or right to purchase the Leased Premises or the Property, or any part thereof, or any interest therein other than as set forth in Article 44 of the Lease.

9. Tenant has not sublet all or a portion of the Leased Premises, except as indicated below (if none, please state "none"):
_____.

10. ***[Copies of invoices for any Landlord Reimbursement Amounts heretofore billed to Landlord by Tenant are attached hereto as Exhibit B.]***

11. As of the date hereof, Tenant, to its actual knowledge ("Actual Knowledge"; which is limited to the actual knowledge of _____, a [**Vice President,**] who is familiar with and involved in the day-to-day operations of the Leased Premises), has no defense to its obligations under the Lease and no charge, lien, claim or offset against Landlord under the Lease or otherwise, against rents or other charges due or to become due under the Lease except as indicated below (if none, please state "none"):
_____.

12. As of the date hereof, no notice in accordance with the provisions of the Lease has been received by Tenant from Landlord of a default by Tenant under the Lease which has not been cured, except as indicated below (if none, please state "none"):
_____.

13. Tenant has not given Landlord any notice of a default on the part of the Landlord under the Lease which has not been cured and, to Tenant's Actual Knowledge, as of the date hereof, Landlord is not in default in the performance of any of its obligations under the Lease [**or specify each such default or event of which Tenant has knowledge**].

14. This certificate is delivered with the understanding that Landlord, [**lender/purchaser and purchaser's lenders and prospective lenders**], and their successors and/or assigns, may rely upon this certificate.

The undersigned is duly authorized to execute this certificate on behalf of Tenant.

TENANT:

By: _____
Name:
Title:

Dated: _____, 20__

M-1-3

Form of Landlord's Estoppel

ESTOPPEL CERTIFICATE

TO: _____

Attention: _____

Ladies/Gentlemen:

At the request of Tenant, and knowing that you are relying on the accuracy of the information contained herein, the undersigned ("Landlord") hereby certifies to Tenant that as of the date hereof:

1. The undersigned is the landlord under that certain Lease dated as of _____, by and between Landlord and Citibank, N.A., a national banking association ("Tenant") [**as amended by _____ (describe lease and all amendments and modifications thereto)**] (the "Lease"), covering the premises described therein (herein referred to as the "Leased Premises") in the improvements situated in the building known as One Court Square, 25-01 Jackson Avenue in Long Island City, County of Queens and State of New York (the "Property"). A complete and accurate copy of the Lease, including any and all modifications and amendments thereto, is attached hereto as Exhibit A.

2. The Lease is in full force and effect. The Lease has not been further modified, changed, altered, supplemented or amended in any respect (in writing or orally) except as set forth in paragraph 1 above.

3. The term of the Lease commenced on _____ and shall expire on _____, unless sooner terminated or extended in accordance with the terms of the Lease.

4. Fixed Rent is paid through and including _____.

5. Landlord Reimbursement Amounts in the amount of \$_____ are due and payable on _____, 20___. Landlord is disputing its obligation to pay Landlord Reimbursement Amounts in the amount of \$_____ (if none, please state "none").

6. Tenant is not entitled to any rent concessions, rebates or abatements, except (i) as specifically provided in the Lease, and (ii) as indicated below (if none, please state "none"):

7. As of the date hereof, Landlord, to its actual knowledge ("Actual Knowledge"; which is limited to the actual knowledge of _____, a [**Vice President,**] who is familiar with and involved in the day-to-day operations of the Leased Premises), has no defense to its obligations under the Lease and no charge, lien, claim or offset against Tenant under the Lease or otherwise, against any amounts due or to become due from Landlord to Tenant under the Lease except as indicated below (if none, please state "none"):

8. As of the date hereof, no notice in accordance with the provisions of the Lease has been received by Landlord from Tenant of a default by Landlord under the Lease which has not been cured, except as indicated below (if none, please state "none"):

9. Landlord has not given Tenant any notice of a default on the part of the Tenant under the Lease which has not been cured and, to Landlord's Actual Knowledge, as of the date hereof, Tenant is not in default in the performance of any of its obligations under the Lease [**or specify each such default or event of which Landlord has knowledge**].

10. This certificate is delivered with the understanding that Tenant, [**lender/assignee and assignee's lenders and prospective lenders**], and their successors and/or assigns may rely upon this certificate.

The undersigned is duly authorized to execute this certificate on behalf of Landlord.

LANDLORD:

By: _____
Name:
Title:

Dated: _____, 20__

LEASE

between

RECKSON COURT SQUARE, LLC

Landlord

and

CITIBANK, N.A.,

Tenant

PREMISES:

One Court Square,
25-01 Jackson Avenue
Long Island City, New York 11120

Dated: as of May 12, 2005

ARTICLE 1 Term and Fixed Rent.....1
ARTICLE 2 Delivery and Use of Premises.....5
ARTICLE 3 Taxes and Operating Expenses.....8
ARTICLE 4 Surrender Option.....22
ARTICLE 5 Subordination.....25
ARTICLE 6 Quiet Enjoyment.....26
ARTICLE 7 Assignment, Subletting and Mortgaging.....27
ARTICLE 8 Compliance with Laws.....32
ARTICLE 9 Insurance.....35
ARTICLE 10 Landlord Transfer Restrictions.....40
ARTICLE 11 Alterations.....42
ARTICLE 12 Landlord's and Tenant's Property.....48
ARTICLE 13 Repairs and Maintenance.....50
ARTICLE 14 Electricity.....51
ARTICLE 15 Services.....51
ARTICLE 16 Access; Signage; Name of Building.....52
ARTICLE 17 Notice of Occurrences.....53
ARTICLE 18 Non-Liability and Indemnification.....53
ARTICLE 19 Damage or Destruction.....56
ARTICLE 20 Eminent Domain.....59
ARTICLE 21 Surrender.....62
ARTICLE 22 Conditions of Limitation.....63
ARTICLE 23 Reentry by Landlord.....66
ARTICLE 24 Damages.....67
ARTICLE 25 Affirmative Waivers.....70
ARTICLE 26 No Waivers.....71
ARTICLE 27 Curing Tenant's Defaults.....72
ARTICLE 28 Broker.....73
ARTICLE 29 Notices.....73
ARTICLE 30 Estoppel Certificates.....75
ARTICLE 31 Memorandum of Lease.....75

TABLE OF DEFINED TERMS

ARTICLE 32	No Representations by Landlord.....	76
ARTICLE 33	Easements.....	76
ARTICLE 34	Holdover.....	77
ARTICLE 35	Miscellaneous Provisions and Definitions.....	78
ARTICLE 36	Extension Terms.....	86
ARTICLE 37	Arbitration.....	93
ARTICLE 38	Confidentiality; Press Releases.....	95
ARTICLE 39	Rooftop; Tenant's Antenna and Other Equipment.....	96
ARTICLE 40	Back-Up Power System.....	97
ARTICLE 41	Benefits Cooperation.....	98
ARTICLE 42	Intentionally Omitted.....	99
ARTICLE 43	Leasehold Mortgages.....	99
ARTICLE 44	Right Of First Offer To Purchase.....	107

TABLE OF SCHEDULES AND EXHIBITS

Schedule 1:	Fixed Rent Schedule
Schedule 2:	Employees
Schedule 3:	Current Occupancy Agreements
Exhibit A:	Legal Description
Exhibit B:	Not Used
Exhibit C:	Maintenance Schedule
Exhibit D:	Superior Mortgagee SNDA Agreement
Exhibit E:	Not Used
Exhibit F:	Not Used
Exhibit G:	Landlord's Non-Disturbance Agreement
Exhibit H:	Not Used
Exhibit I:	Form of Memorandum of Lease
Exhibit J:	Form of Restated and Amended Lease
Exhibit K:	Not Used
Exhibit L:	Site Plan (Adjacent Parcel)
Exhibit M-1:	Form of Tenant's Estoppel
Exhibit M-2:	Form of Landlord's Estoppel

AAA.....	78
Additional Charges.....	3
Adjacent Parcel.....	77
Adjustment Date.....	81
Affiliate.....	28
Alterations.....	42
Amended and Restated Lease.....	23
and/or.....	82
Appeal Deadline.....	73
Arbitration Notice.....	89
Audit Notice.....	20
Audit Period.....	20
Audit Representative.....	21
Back-Up Power System.....	98
Back-Up Power System Area.....	98
Bankruptcy Code.....	64
Base Rate.....	82
Base Unit Elements.....	57
Benefits.....	99
Broker.....	73
Building.....	1
Building Systems.....	57
Business Day.....	81
Cables.....	77
Chillers.....	97
Citibank Tenant.....	28
Commencement Date.....	3
Comparable Buildings.....	31
Concourse.....	1
Confidential Information.....	96
control.....	28
Corporate Successor.....	28
CPI.....	81
CPI Fraction.....	81
CPI-AUC.....	81
Current Occupancy Agreements.....	27
Date of the Taking.....	60
Deemed Common Areas.....	43
Diesel Generator.....	97
Disaster Functions.....	59
Dispute Period.....	20
Escalated Rent.....	89
ETS&F.....	23
Excluded Obligations.....	30
Existing Agreements.....	9
Expiration Date.....	3
Extended Item Cost.....	18
Extended Item Dispute Notice.....	18
Extended Landlord Capital Item.....	10
Extended Landlord Capital Item Notice.....	18
Extension Election Notice.....	88
Extension Premises.....	88

TABLE OF DEFINED TERMS

Extension Term.....87, 88
 Failing Party.....94
 Fifth Extension Term.....87
 Fifth Five Year Option.....87
 First Extension Term.....87
 First Five Year Option.....87
 First-Class Landlord Standard.....18
 Fixed Rent.....3
 Force Majeure Causes.....80
 Fourth Extension Term.....87
 Fourth Five Year Option.....87
 GAAP.....8
 Generator Area.....97
 Hardening Alterations.....43
 Hazardous Materials.....83
 herein.....82
 hereof.....82
 hereunder.....82
 holder of a mortgage.....81
 Holdover Stub Amount.....78
 Improvements Demolition Work.....58
 Improvements Restoration Work.....58
 Initial Alterations Request.....42
 Initiating Party.....91
 Institutional Investor.....41
 Insurance Cap.....40
 Insurance Election.....39
 Insurance Notice.....39
 Interest Rate.....82
 Land.....1
 Landlord.....1, 82
 Landlord Compliance Capital Item.....8
 Landlord Entity.....41
 Landlord Party.....54
 Landlord R&M Capital Item.....8
 Landlord Reimbursement Amounts.....8
 Landlord Reimbursement Items.....8
 Landlord Reimbursement Notice.....20
 Landlord's Non-Disturbance Agreement.....31
 Landlord's Notice.....89
 Landlord's Submitted Value.....91
 landlord's waiver.....47
 laws and requirements of any public authorities.....81
 lease.....1
 Leasehold Improvements.....57
 Leasehold Mortgage.....99
 Leasehold Mortgagee.....100
 Legal Requirements.....81
 Lobby.....1
 Lower Price.....109
 Market Value Rent.....93
 Material Alteration.....43
 Mechanical Areas.....2

TABLE OF DEFINED TERMS

Minimum Sublease Rent.....	32
mortgage.....	81
mortgagee.....	81
Mortgagee.....	1
Named Tenant.....	28
Net Recurring Additional Charges.....	9
Non-Capital Extended Landlord Items.....	11
Non-Controlling Interest.....	41
Non-Material Alteration.....	43
Non-Occupancy Lease.....	9
notices.....	74
nsurance Quote.....	39
Offer Contract.....	108
Offer Price.....	107
Offered Property.....	107
Offering Notice.....	107
Office Floor.....	1
Office Floors.....	1
Operating Expenses.....	9
Option 1.....	89
Option 2.....	89
Option One Extension Premises.....	88
Option Period.....	107
Option Three Extension Premises.....	88
Option Two Extension Premises.....	88
Partial Premises.....	48
Permitted Transfer.....	41
person.....	82
Premises.....	1
Prohibited Uses.....	7
Qualifying Sublease.....	31
Rating Threshold.....	39
Real Property.....	9
Reassessment Event.....	9
REBNY Standard.....	3
recognition agreement.....	47
Recorded Agreements.....	63
Records.....	20
Reimbursement Dispute Notice.....	20
Reimbursement Operating Expenses.....	10
Reimbursement Taxes.....	12
Rent Notice.....	88
Required Cert Proceeding.....	16
requirements of insurance bodies.....	82
Responding Party.....	91
Response Notice.....	89
Revocation Notice.....	89
Revocation Period.....	89
Second Alterations Request.....	42
Second Anniversary.....	40
Second Extension Term.....	87
Second Five Year Option.....	87
Specialty Alterations.....	49

TABLE OF DEFINED TERMS

Sub-concourse.....1
 Sublease Document.....30
 Submetering Cost.....24
 Submetering Work.....24
 substantially the same.....108
 Subway Agreement.....9
 Succession Date.....2
 Superior Interests.....100
 Superior Mortgage.....26
 Superior Mortgagee.....26
 Superior Mortgagee SNDA Agreement.....26
 Surrender Date.....22
 Surrender Fee.....25
 Surrender Notice.....22
 Surrender Notice Period.....22
 Surrender Space.....22
 Tax Payment.....15
 Tax Year.....13
 Taxes.....12
 Temporary Taking Period.....61
 Tenant.....1, 82
 Tenant Compliance Capital Item.....13
 Tenant Party.....54
 Tenant R&M Capital Item.....14
 Tenant's Collateral.....47
 Tenant's Property.....50
 Tenant's Submitted Value.....91
 Tenant-Funded Residual Cap Ex Amounts.....14
 Terms.....108
 Third Extension Term.....87
 Third Five Year Option.....87
 Transfer.....41
 Trust Deed Holders.....1
 Unapplied Submetering Cost.....25
 Undisputed Items.....21
 untenantable.....59
 UPS Area.....97
 UPS Battery System.....97
 Useful Life Estimate.....18

EXECUTION VERSION

TERM LOAN AGREEMENT

Dated as of May 12, 2005

among

RECKSON OPERATING PARTNERSHIP, L.P.

THE INSTITUTIONS FROM TIME TO TIME
PARTY HERETO AS LENDERS

and

CITICORP NORTH AMERICA, INC.,
AS ADMINISTRATIVE AGENT

and

CITIGROUP GLOBAL MARKETS INC.,
AS LEAD ARRANGER AND SOLE BOOKRUNNER

ARTICLE I. DEFINITIONS.....1

1.1. Certain Defined Terms.....1

1.2. Computation of Time Periods.....26

1.3. Accounting Terms.....26

1.4. Other Terms.....26

1.5. Rules of Interpretati.....26

ARTICLE II. AMOUNTS AND TERMS OF LOANS.....27

2.1. Loans.....27

2.2. Use of Proceeds of Loans.....28

2.3. Term Loan Maturity Date.....28

2.4. Authorized Agents.....28

ARTICLE III. Intentionally Omitted.....28

ARTICLE IV. PAYMENTS AND PREPAYMENTS.....29

4.1. Prepayments.....29

4.2. Payments.....30

4.3. Promise to Repay; Evidence of Indebtedness.....32

ARTICLE V. INTEREST AND FEES.....33

5.1. Interest on the Loans and other Obligations.....33

5.2. Special Provisions Governing Eurodollar Rate Loans.....35

5.3. Fees.....38

ARTICLE VI. CONDITIONS TO LOANS.....38

6.1. Conditions Precedent to the Loans.....38

ARTICLE VII. REPRESENTATIONS AND WARRANTIES.....40

7.1. Representations and Warranties of the Borrower.....40

ARTICLE VIII.	REPORTING COVENANTS.....	47
8.1.	Borrower Accounting Practices.....	48
8.2.	Financial Reports.....	48
8.3.	Events of Default.....	50
8.4.	Lawsuits.....	50
8.5.	Intentionally Omitted.....	51
8.6.	ERISA Notices.....	51
8.7.	Environmental Notices.....	53

8.8.	Labor Matters.....	53
8.9.	Notices of Asset Sales and/or Acquisitions.....	53
8.10.	Notices of Joint Ventures.....	54
8.11.	Tenant Notifications.....	54
8.12.	Other Reports.....	54
8.13.	Other Information.....	55
ARTICLE IX.	AFFIRMATIVE COVENANTS.....	55
9.1.	Existence. Etc.....	55
9.2.	Powers; Conduct of Business.....	55
9.3.	Compliance with Laws. Etc.....	55
9.4.	Payment of Taxes and Claims.....	55
9.5.	Insurance.....	56
9.6.	Inspection of Property, Books and Records Discussions.....	56
9.7.	ERISA Compliance.....	56
9.8.	Maintenance of Property.....	56
9.9.	Company Status.....	57
9.10.	Ownership of Projects, Joint Ventures and Property.....	57
9.11.	Intentionally Omitted.....	57
9.12.	Additional Guarantors; Solvency of Guarantors.....	57
9.13.	Further Assurances.....	57
9.14.	Distributions in the Ordinary Course.....	58
ARTICLE X.	NEGATIVE COVENANTS.....	58
10.1.	Intentionally Omitted.....	58
10.2.	Liens.....	58
10.3.	Intentionally Omitted.....	58
10.4.	Conduct of Business.....	58
10.5.	Transactions with Partners and Affiliates.....	58
10.6.	Restriction on Fundamental Changes.....	59
10.7.	Margin Regulations; Securities Laws.....	59
10.8.	ERISA.....	59
10.9.	Organizational Documents.....	60
10.10.	Fiscal Year.....	60

10.11.	Financial Covenants.....	60
10.12.	Negative Covenants with respect to the Company.....	61
ARTICLE XI.	EVENTS OF DEFAULT; RIGHTS AND REMEDIES.....	62
11.1.	Events of Default.....	62
11.2.	Rights and Remedies.....	65
ARTICLE XII.	THE AGENTS.....	66
12.1.	Appointment.....	66
12.2.	Nature of Duties.....	66
12.3.	Right to Request Instructions.....	67
12.4.	Reliance.....	67
12.5.	Indemnification.....	67
12.6.	Agents Individually.....	67
12.7.	Successor Agents.....	68
12.8.	Relations Among the Lenders.....	68
12.9.	Standard of Care.....	68
ARTICLE XIII.	YIELD PROTECTION.....	69
13.1.	Taxes.....	69
13.2.	Increased Capital.....	71
13.3.	Changes; Legal Restrictions.....	71
13.4.	Replacement of Certain Lenders.....	72
13.5.	Mitigation.....	72
ARTICLE XIV.	MISCELLANEOUS.....	72
14.1.	Assignments and Participations.....	72
14.2.	Expenses.....	74
14.3.	Indemnity.....	75
14.4.	Change in Accounting Principles.....	75
14.5.	Intentionally Omitted.....	76
14.6.	Ratable Sharing.....	76
14.7.	Amendments and Waivers.....	76
14.8.	Notices.....	78
14.9.	Survival of Warranties and Agreements.....	78
14.10.	Failure or Indulgence Not Waiver; Remedies Cumulative.....	79

14.11.	Payments Set Aside.....	79
14.12.	Severability.....	79
14.13.	Headings.....	79
14.14.	Governing Law.....	79
14.15.	Limitation of Liability.....	79
14.16.	Successors and Assigns.....	79
14.17.	Certain Consents and Waivers of the Borrower.....	80
14.18.	Counterparts; Effectiveness; Inconsistencies.....	81
14.19.	Limitation on Agreements.....	81
14.20.	Disclaimers.....	81
14.21.	Entire Agreement.....	81
14.22.	Confidentiality.....	81
14.23.	Intentionally Omitted.....	82
14.24.	USA Patriot Act.....	82

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	Form of Assignment and Acceptance
Exhibit B	Form of Note
Exhibit C	Form of Notice of Borrowing
Exhibit D	Form of Notice of Conversion /Continuation
Exhibit E	List of Closing Documents
Exhibit F	Form of Compliance Certificate to Accompany Reports
Exhibit G	Sample of Calculations of Financial Covenants
Exhibit H	Form of Guaranty
Schedule EEP	Eligible Encumbered Properties
Schedule EG	Eligible Ground Lease
Schedule LC	Lenders' Commitments and Notice Addresses
Schedule 1.1.1	Existing Permitted Liens
Schedule 1.1.2	Permitted Securities Options
Schedule 7.1-A	Organizational Documents
Schedule 7.1-C	Corporate Structure; Outstanding Capital Stock and Partnership Interests; Partnership Agreement
Schedule 7.1-H	Indebtedness for Borrowed Money; Contingent Obligations
Schedule 7.1-I	Pending Actions
Schedule 7.1-P	Environmental Matters
Schedule 7.1-Q	ERISA Matters
Schedule 7.1-R	Securities Activities
Schedule 7.1-T	Insurance Policies

TERM LOAN AGREEMENT

This Term Loan Agreement, dated as of May 12, 2005 (as amended, supplemented or modified from time to time, the "Agreement"), is entered into among RECKSON OPERATING PARTNERSHIP, L.P., a Delaware limited partnership ("Reckson"), the institutions from time to time a party hereto as Lenders, whether by execution of this Agreement or an Assignment and Acceptance, CITICORP NORTH AMERICA, INC., as Administrative Agent, and CITIGROUP GLOBAL MARKETS INC. as Lead Arranger and Sole Bookrunner.

RECITALS

WHEREAS, Reckson desires that the Administrative Agent and the Lenders party hereto provide a term loan facility in an aggregate amount of \$470,000,000; and

WHEREAS, the Administrative Agent and the other Lenders party hereto have agreed to make the requested term loan facility available to Reckson in accordance with the terms and provisions contained herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1. Certain Defined Terms. The following terms used in this Agreement shall have the following meanings, applicable both to the singular and the plural forms of the terms defined:

"Acquisition" means that certain purchase by Reckson Court Square, LLC, of One Court Square, Long Island City, New York from Citibank, N.A. pursuant to that certain Purchase and Sale Agreement, dated as of May 4, 2005, by and between Citibank, N.A., as seller, and Reckson Court Square, LLC, as purchaser.

"Adjusted Unencumbered NOI" means, for the prior calendar quarter, the sum of (i) NOI from the Consolidated Businesses attributable to Unencumbered Projects and Unencumbered New York City Assets which are wholly-owned or ground-leased by a Consolidated Business; plus (ii) the Borrower's pro rata share of NOI from Joint Ventures attributable to Unencumbered Projects and Unencumbered New York City Assets in which the Borrower's beneficial economic interest in such Joint Ventures is 51% or greater, provided the sale or financing of any Property owned or ground-leased by such Joint Venture is substantially controlled by the Borrower, subject to customary provisions set forth in the organizational documents of such Joint Venture with respect to financings, sales or rights of first refusal granted to other members of such Joint Venture; plus (iii) the Borrower's pro rata share of NOI from Joint Ventures attributable to Unencumbered Projects and Unencumbered New York City Assets in which the Borrower's beneficial economic interest is less than 51%, provided that a majority of the beneficial economic interests in such Joint Ventures that is not owned by the Consolidated Businesses is owned or controlled by Qualified Joint Venture Partners; plus (iv) the Borrower's

pro rata share of Net Income attributable to other Unencumbered assets including Performing Notes (exclusive of Investment Funds, land and development, and service company income); plus (v) NOI from Eligible Encumbered Properties; less (vi) the quotient of Capital Expenditure Coverage Reserve Amounts for such period relating to such Unencumbered assets and Eligible Encumbered Properties, divided by four (4);

provided, clause (ii) above shall not exceed twenty percent (20%) of Adjusted Unencumbered NOI; clause (iii) above shall not exceed five percent (5%) of Adjusted Unencumbered NOI; and clause (iv) above shall not exceed fifteen percent (15%) of Adjusted Unencumbered NOI.

"Administrative Agent" means CNAI, in its capacity as administrative agent for the Lenders.

"Affiliate", as applied to any Person, means any other Person that directly or indirectly controls, is controlled by, or is under common control with, that Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to vote ten percent (10%) or more of the equity Securities having voting power for the election of directors of such Person or otherwise to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting equity Securities or by contract or otherwise.

"Agents" means, together, CNAI in its capacity as Administrative Agent, the Arranger, and each successor agent appointed pursuant to the terms of Article XII of this Agreement.

"Agreement" has the meaning set forth in the preamble hereto.

"Applicable Lending Office" means, with respect to a particular Lender, (i) its Eurodollar Lending Office in respect of provisions relating to Eurodollar Rate Loans, and (ii) its Domestic Lending Office in respect of provisions relating to Base Rate Loans.

"Applicable Margin" means, with respect to each Loan, the respective percentages per annum determined based on the range into which the Borrower's Credit Rating then falls, in accordance with the following table. Any change in the Borrower's Credit Rating causing it to move to a different range on the table shall to the extent set forth below effect an immediate change in the Applicable Margin. The Borrower shall notify the Administrative Agent in writing promptly after becoming aware of any change in any of its Credit Ratings. The Borrower shall maintain Credit Ratings from at least two (2) Rating Agencies, one of which must be Moody's or S&P so long as such Persons are in the business of providing debt ratings for the REIT industry; provided that if the Borrower fails to maintain at least two Credit Ratings, the Applicable Margin shall be based upon an S&P rating of less than BBB- in the table below. In the event that the Borrower receives two (2) Credit Ratings that are not equivalent, the Applicable Margin shall be determined by the lower of such two (2) Credit Ratings, at least one of which shall be an Investment Grade Rating. In the event the Borrower receives more than two (2) Credit Ratings and such Credit Ratings are not equivalent, the Applicable Margin shall be determined by the lower of the two highest ratings; provided that each of said two (2) highest ratings shall be Investment Grade Ratings and at least one of which shall be an Investment Grade Rating from S&P or Moody's.

Range of the Borrower's Credit Rating (S&P/Moody's or other Ratings)	Applicable Margin for Euro Dollar Loans (% per annum)	Applicable Margin for Base Rate Loans (% per annum)
A-/A3 or their equivalent or higher	0.60	0
BBB+/Baa1 or their equivalent	0.625	0
BBB/Baa2 or their equivalent	0.70	0
BBB-/Baa3 or their equivalent	0.90	0
Below BBB-/Baa3 or their equivalent or unrated	1.20	0

The Administrative Agent shall notify the Lenders in writing promptly after it obtains knowledge of any change in the Borrower's Credit Rating which shall effect a change in the Applicable Margin.

"Arranger" means Citigroup Global Markets Inc., appointed pursuant to the terms of Article XII of this Agreement.

"Assignment and Acceptance" means an Assignment and Acceptance in substantially the form of Exhibit A attached hereto and made a part hereof (with blanks appropriately completed) delivered to the Administrative Agent in connection with an assignment of a Lender's interest under this Agreement in accordance with the provisions of Section 14.1.

"Authorized Financial Officer" means a chief executive officer, president, chief financial officer, treasurer or other qualified senior officer acceptable to the Administrative Agent.

"Base Rate" means, for any period, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall at all times be equal to the higher of:

(i) the rate of interest announced publicly by Citibank, N.A. in New York, New York from time to time, as Citibank, N.A.'s prime rate; and

(ii) the sum of (A) one-half of one percent (0.50%) per annum plus (B) the Federal Funds Rate in effect from time to time during such period.

Any change in the Base Rate shall result in a corresponding change on the same day in the rate of interest accruing from and after such day on the unpaid balance of any Base Rate Loan.

"Base Rate Loan" means (i) a Loan which bears interest at a rate determined by reference to the Base Rate and the Applicable Margin as provided in Section 5.1(a), or (ii) an overdue amount which was a Base Rate Loan immediately before it became due.

"Benefit Plan" means an employee benefit plan defined in Section 3(3) of ERISA in respect of which the Borrower or any ERISA Affiliate (i) is, or within the immediately preceding

six (6) years was, an "employer" as defined in Section 3(5) of ERISA or (ii) has assumed or is otherwise subject to any liability.

"Borrower" means Reckson.

"Borrower Partnership Agreement" means the Reckson Partnership Agreement as such agreement may be amended, restated, modified or supplemented from time to time with the consent of the Agents or as permitted under Section 10.9.

"Borrowing" means a borrowing consisting of Loans of the same type made, continued or converted on the same day.

"Budgeted Construction Cost" means, with respect to Property on which vertical construction of Improvements (including redevelopments consisting of or described as vacant buildings, but excluding TI Work and excluding work prior to erection of the structure of the building) has commenced and is proceeding to completion in the ordinary course but has not yet been completed (as such completion shall be evidenced by a temporary or permanent certificate of occupancy permitting use of such Property by the general public), the aggregate full-budgeted costs of construction of such Improvements (including land acquisition costs and other soft costs and TI Work relating to such Property, in accordance with GAAP); provided that Budgeted Construction Cost shall exclude build-to-suit Projects that are seventy-five percent (75%) pre-leased or Projects which are less than seventy-five percent (75%) pre-leased but have a pro-forma yield of ten percent (10%) or more, based upon executed leases and the cost of acquisition plus the estimated cost to complete the same, which estimated cost to complete shall be determined in a manner reasonably acceptable to the Administrative Agent.

"Business Day" means a day, in the applicable local time, which is not a Saturday or Sunday or a legal holiday and on which banks are not required or permitted by law or other governmental action to close (i) in New York, New York and (ii) in the case of Eurodollar Rate Loans, in London, England.

"Capital Expenditure Valuation Reserve Amounts" means the sum of (a) an amount per annum equal to \$0.40 multiplied by the number of square feet for office properties (other than New York City Assets) owned or ground leased, directly or indirectly, by any of the Consolidated Businesses or Joint Ventures; (b) an amount per annum equal to \$0.15 multiplied by the number of square feet for industrial properties owned or ground leased, directly or indirectly, by any of the Consolidated Businesses or Joint Ventures; and (c) an amount per annum equal to \$0.50 multiplied by the number of square feet for New York City Assets.

"Capital Expenditure Coverage Reserve Amounts" means the sum of (a) an amount per annum equal to \$1.25 multiplied by the number of square feet for office properties (other than New York City Assets) owned or ground leased, directly or indirectly, by any of the Consolidated Businesses or Joint Ventures; (b) an amount per annum equal to \$0.40 multiplied by the number of square feet for industrial properties owned or ground leased, directly or indirectly, by any of the Consolidated Businesses or Joint Ventures; and (c) an amount per annum equal to \$1.75 multiplied by the number of square feet for New York City Assets.

"Capital Lease" means any lease of any property (whether real, personal or mixed) by a Person as lessee which, in conformity with GAAP, is accounted for as a capital lease on the balance sheet of that Person.

"Capital Markets Transaction" means the issuance by the Company, the Borrower or any of their respective Subsidiaries after the Closing Date of (a) of debt securities (excluding mortgage financings or borrowings under the Existing Revolving Credit Agreement or this Agreement) or (b) common or preferred equity or equity equivalent securities, including partnership interests, limited liability company interests and convertible securities (however designated, and whether voting or non-voting, but excluding equity not issued for the purpose of raising cash (including, but not limited to, equity issued upon exercise of options or upon awards to company executives or trustees, equity issued under any dividend reinvestment plan and equity securities issued in private placements to a limited number of institutional investors in connection with joint venture transactions)) issued in the public or private capital markets pursuant to an underwriting or placement agreement (or similar agreement performing the same function as an underwriting or placement agreement).

"Capital Stock" means, with respect to any Person, any capital stock of such Person, regardless of class or designation, and all warrants, options, purchase rights, conversion or exchange rights, voting rights, calls or claims of any character with respect thereto.

"Cash and Cash Equivalents" means unrestricted (i) cash, (ii) marketable direct obligations issued or unconditionally guaranteed by the United States government and backed by the full faith and credit of the United States government; and (iii) domestic and Eurodollar certificates of deposit and time deposits, bankers' acceptances and floating rate certificates of deposit issued by any commercial bank organized under the laws of the United States, any state thereof, the District of Columbia, any foreign bank, or its branches or agencies (fully protected against currency fluctuations), which, at the time of acquisition, are rated A-1 (or better) by S&P or P-1 (or better) by Moody's provided that the maturities of such Cash and Cash Equivalents shall not exceed one year.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. ss.ss. 9601 et seq., any amendments thereto, any successor statutes, and any regulations or guidelines promulgated thereunder.

"CNAI" means Citicorp North America, Inc.

"Claim" means any claim or demand, by any Person, of whatsoever kind or nature for any alleged Liabilities and Costs, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, Permit, ordinance or regulation, common law or otherwise.

"Closing Date" means May 12, 2005.

"Combined Equity Value" means Total Value, less Total Outstanding Indebtedness.

"Commission" means the Securities and Exchange Commission and any Person succeeding to the functions thereof.

"Company" means Reckson Associates Realty Corp., a Maryland corporation.

"Compliance Certificate" has the meaning set forth in Section 8.2(b).

"Consolidated" means consolidated, in accordance with GAAP, but excluding the effects of consolidation under Interpretation No. 46 of the Financial Accounting Standards Board.

"Consolidated Businesses" means the Company, the Borrower, Reckson FS Limited Partnership, Metropolitan, MOP and their wholly-owned Subsidiaries.

"Construction Asset Cost" means, with respect to Property on which vertical construction of Improvements (including redevelopments consisting of or described as vacant buildings, but excluding TI Work and excluding work prior to erection of the structure of the building) has commenced and is proceeding to completion in the ordinary course but has not yet been completed (as such completion shall be evidenced by a temporary or permanent certificate of occupancy permitting use of such Property by the general public), the aggregate sums incurred and paid on the construction of such Improvements (including land acquisition costs and other soft costs and TI Work relating to such Property, in accordance with GAAP). Any such Property shall continue to be valued (for financial covenant compliance purposes) at its Construction Asset Cost until the end of four (4) consecutive quarters following such completion (as such completion shall be evidenced by a temporary or permanent certificate of occupancy permitting use of such Property by the general public).

"Contaminant" means any waste, pollutant, hazardous substance, toxic substance, hazardous waste, special waste, petroleum or petroleum-derived substance or waste, radioactive materials, asbestos containing materials (in any form or condition), polychlorinated biphenyls (PCBs), or any constituent of any such substance or waste, and includes, but is not limited to, these terms as defined in federal, state or local laws or regulations.

"Contingent Obligation" as to any Person means, without duplication, (i) any contingent obligation of such Person required to be shown on such Person's balance sheet in accordance with GAAP, and (ii) any obligation required to be disclosed in the footnotes to such Person's financial statements in accordance with GAAP, which obligation guarantees partially or in whole any non-recourse Indebtedness, lease, dividend or other obligation, exclusive of contractual indemnities (including, without limitation, any Non-Recourse Carve-Outs, any indemnity or price-adjustment provision relating to the purchase or sale of securities or other assets) and guarantees of non-monetary obligations (other than guarantees of completion) which have not yet been called on or quantified, of such Person or of any other Person. Notwithstanding the foregoing, any litigation required to be disclosed in the footnotes to such Person's financial statements in accordance with GAAP shall not be included as a "Contingent Obligation" unless the same shall have been reserved for in accordance with GAAP. The amount of any Contingent Obligation described in clause (ii) shall be deemed to be (a) with respect to a guaranty of interest or interest and principal, or operating income guaranty, the sum of all payments required to be made thereunder (which in the case of an operating income guaranty shall be deemed to be equal to the debt service for the note secured thereby), calculated at the interest rate applicable to such Indebtedness, through (i) in the case of an interest or interest and principal guaranty, the stated date of maturity of the obligation (and commencing on the date interest could first be payable thereunder), or (ii) in the case of an operating income guaranty, the date through which such guaranty will remain in effect, and (b) with respect to all guarantees not covered by the preceding clause (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such guaranty is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as recorded on the balance sheet and on the footnotes to the most recent financial statements of the Borrower required to be delivered pursuant hereto; provided that in no event shall the amount

of Contingent Obligations with respect to any guaranties relating to a loan exceed the principal amount of such loan. Notwithstanding anything contained herein to the contrary, guarantes of completion shall not be deemed to be Contingent Obligations unless and until a claim for payment has been made thereunder, at which time any such guaranty of completion shall be deemed to be a Contingent Obligation in an amount equal to any such claim. Subject to the preceding sentence, (i) in the case of a joint and several guaranty given by such Person and another Person (but only to the extent such guaranty is recourse, directly or indirectly to the Borrower), the amount of the guaranty shall be deemed to be 100% thereof unless and only to the extent that (X) such other Person has delivered Cash or Cash Equivalents to secure all or any part of such Person's guaranteed obligations or (Y) such other Person holds an Investment Grade Rating from either Moody's or S&P, and (ii) in the case of a guaranty (whether or not joint and several) of an obligation otherwise constituting Debt of such Person, the amount of such guaranty shall be deemed to be only that amount in excess of the amount of the obligation constituting Indebtedness of such Person. Notwithstanding anything contained herein to the contrary, "Contingent Obligations" shall not be deemed to include guarantes of loan commitments or of construction loans to the extent the same have not been drawn.

"Contractual Obligation", as applied to any Person, means any provision of any Securities issued by that Person or any indenture, mortgage, deed of trust, security agreement, pledge agreement, guaranty, contract, undertaking, agreement or instrument to which that Person is a party or by which it or any of its properties is bound, or to which it or any of its properties is subject.

"Credit Rating" means the ratings assigned by not less than two of the Rating Agencies (at least one of which shall be S&P or Moody's) to the Borrower's senior long-term unsecured indebtedness. The decision on which two, or in certain cases three, Rating Agencies to use shall be made by the Borrower so long as one of such Rating Agencies shall be Moody's or S&P.

"Customary Permitted Liens" means

(i) Liens (other than Environmental Liens and Liens in favor of the PBGC) with respect to the payment of taxes, assessments or governmental charges or levies in all cases which are not yet due or which are being contested in good faith by appropriate proceedings in accordance with Section 9.4, and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with GAAP;

(ii) statutory and common law Liens of landlords against any Property of the Borrower or any of its Subsidiaries;

(iii) Liens against any Property of the Borrower or any of its Subsidiaries in favor of suppliers, mechanics, carriers, materialmen, warehousemen or workmen and other Liens against any Property of the Borrower or any of its Subsidiaries imposed by law created in the ordinary course of business for amounts which could not reasonably be expected to result in a Material Adverse Effect;

(iv) Liens (other than any Lien in favor of the PBGC) incurred or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance or other types of social security benefits or to secure the performance of bids, tenders, sales, contracts (other than for the repayment of borrowed money), surety, appeal and performance bonds; provided that (A) all such Liens do not in

the aggregate materially detract from the value of the Borrower's or such Subsidiary's assets or Property or materially impair the use thereof in the operation of their respective businesses, and (B) all Liens of attachment or judgment and Liens securing bonds to stay judgments or in connection with appeals which do not secure at any time an aggregate amount of recourse Indebtedness exceeding \$10,000,000;

(v) Liens against any Property of the Borrower or any Subsidiary of the Borrower arising with respect to zoning restrictions, easements, licenses, reservations, covenants, rights-of-way, utility easements, building restrictions and other similar charges or encumbrances on the use of Real Property which do not materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(vi) leases or subleases granted to other Persons not materially interfering with the conduct of the business of the Borrower and its Subsidiaries taken as a whole;

(vii) Liens placed upon equipment or machinery used in the ordinary course of business of the Borrower or any of its Subsidiaries at the time of acquisition thereof by the Borrower or any such Subsidiary or within 180 days thereafter to secure Indebtedness incurred to pay all or a portion of the purchase price thereof, provided that the Lien encumbering the equipment or machinery so acquired does not encumber any other asset of the Borrower or such Subsidiary;

(viii) customary restrictions imposed by licensors of software or trademarks on users thereof;

(ix) interests of licensees and sublicensees in any trademarks or other intellectual property license or sublicense by the Borrower or any of its Subsidiaries; and

(x) Environmental Liens less than \$5,000,000, which are being contested in good faith by appropriate proceedings.

"Designated Lender" has the meaning set forth in Section 13.4.

"DOL" means the United States Department of Labor and any Person succeeding to the functions thereof.

"Dollars" and "\$" mean the lawful money of the United States.

"Domestic Lending Office" means, with respect to any Lender, such Lender's office, located in the United States, specified as the "Domestic Lending Office" under its name on Schedule LC hereto or as set forth in the Assignment and Acceptance by which it became a Lender or such other United States office of such Lender as it may from time to time specify by written notice to the Borrower and the Administrative Agent.

"Eligible Assignee" means (i) a Lender or a Lender Affiliate; (ii) a commercial bank having total assets in excess of \$5,000,000,000; (iii) the central bank of any country which is a member of the organization for Economic Cooperation and Development having total assets in excess of \$10,000,000,000; or (iv) a finance company or other financial institution reasonably acceptable to the Administrative Agent, which is regularly engaged in making, purchasing or

investing in loans and having total assets in excess of \$1,000,000,000 or is otherwise reasonably acceptable to the Administrative Agent.

"Eligible Cash 1031 Proceeds" means the cash proceeds held by a "qualified intermediary" from the sale of Real Property, which proceeds are intended to be used by such qualified intermediary to acquire one or more "replacement properties" that are of "like-kind" to such Real Property in an exchange that qualifies as a tax-free exchange under Section 1031 of the Internal Revenue Code, and no portion of which proceeds the Borrower, the Company or any Affiliate has the right to receive, pledge, borrow or otherwise obtain the benefits of until such time as provided under the applicable "exchange agreement" (as such terms in quotations are defined in Treasury Regulations Section 1.1031(k)-1(g)(4) (the "Regulations")) or until such exchange is terminated. Upon the cash proceeds no longer being held by such qualified intermediary pursuant to the Regulations or otherwise no longer qualifying under the Regulations for like-kind exchange treatment, such proceeds shall cease being Eligible Cash 1031 Proceeds.

"Eligible Encumbered Properties" means the Projects and New York City Assets listed on Schedule EEP, so long as (a) such Projects and New York City Assets are owned or ground-leased by the Borrower or a Guarantor and would otherwise satisfy the requirements of an Unencumbered Project or an Unencumbered New York City Asset, except that such Project or New York City Asset is subject to a lien which is not a Customary Permitted Lien, (b) the Indebtedness secured by the Lien on such Project or New York City Asset that exists on the Closing Date is not (x) amended or modified in any manner that would increase the principal amount or postpone the maturity date thereof or (y) refinanced or replaced with new Indebtedness having a principal amount greater than or a maturity date later than the Indebtedness being refinanced or replaced, (c) the Indebtedness secured by the Lien on such Project or New York City Asset has not been accelerated, unless such acceleration is rescinded and (d) no default or event of default under any mortgage or other loan document relating to the Indebtedness secured by the Lien on such Project or New York City Asset has occurred and is continuing, which default or event of default then subjects such Indebtedness to acceleration or then permits such Indebtedness to be accelerated under any such mortgage or other loan document, unless such default or event of default is cured or waived.

"Eligible Ground Lease" means a ground lease that (a) has a minimum remaining term of twenty-five (25) years, including tenant controlled options, as of any date of determination, (b) has customary notice rights, default cure rights, new lease rights in the event of bankruptcy of the tenant and other customary provisions for the benefit of a leasehold mortgagee or has equivalent protection for a leasehold permanent mortgagee by a subordination to such leasehold permanent mortgagee of the landlord's fee interest, and (c) is otherwise acceptable for non-recourse leasehold mortgage financing under customary lending requirements. The Eligible Ground Leases as of the date of this Agreement are listed on Schedule EG.

"Eligible Net Cash Proceeds" means all Net Cash Proceeds from any Asset Sale that results in \$50,000,000 or more of Net Cash Proceeds, other than the Net Cash Proceeds from the proposed sale by the Borrower or its Subsidiaries of Properties in Parsippany, New Jersey and Princeton, New Jersey to Normandy Holdings, LLC.

"Environmental, Health or Safety Requirements of Law" means all Requirements of Law derived from or relating to any federal, state or local law, ordinance, rule, regulation, Permit, license or other binding determination of any Governmental Authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health and/or safety,

including, but not limited to the Clean Air Act, the Clean Water Act, CERCLA, RCRA, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act and OSHA, and public health codes, each as from time to time in effect.

"Environmental Lien" means a Lien in favor of any Governmental Authority for any (i) liabilities under any Environmental, Health or Safety Requirement of Law, or (ii) damages arising from, or costs incurred by such Governmental Authority in response to, a Release or threatened Release of a Contaminant into the environment.

"Environmental Property Transfer Act" means any applicable Requirement of Law that conditions, restricts, prohibits or requires any notification or disclosure triggered by the transfer, sale, lease or closure of any Property or deed or title for any Property for environmental reasons, including, but not limited to, any so-called "Environmental Cleanup Responsibility Act" or "Responsible Property Transfer Act".

"Equipment" means equipment used in connection with the maintenance of Projects and Properties.

"ERISA" means the Employee Retirement Income Security Act of 1974, 29 U.S.C. ss.ss. 1000 et seq., any amendments thereto, any successor statutes, and any regulations or guidelines promulgated thereunder.

"ERISA Affiliate" means (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414 (b) of the Internal Revenue Code) as the Borrower; (ii) a partnership or other trade or business (whether or not incorporated) which is under common control (within the meaning of Section 414 (c) of the Internal Revenue Code) with the Borrower; and (iii) a member of the same affiliated service group (within the meaning of Section 414 (m) of the Internal Revenue Code) as the Borrower, any corporation described in clause (i) above or any partnership or trade or business described in clause (ii) above.

"ERISA Termination Event" means (i) a Reportable Event with respect to any Benefit Plan or Multiemployer Plan; (ii) the withdrawal of the Borrower or any ERISA Affiliate from a Benefit Plan during a plan year in which the Borrower or such ERISA Affiliate was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or the cessation of operations which results in the termination of employment of 20% of Benefit Plan participants who are employees of the Borrower or any ERISA Affiliate; (iii) the imposition of an obligation on the Borrower or any ERISA Affiliate under Section 4041 of ERISA to provide affected parties written notice of intent to terminate a Benefit Plan in a distress termination described in Section 4041(c) of ERISA; (iv) the institution by the PBGC of proceedings to terminate a Benefit Plan; (v) any event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Benefit Plan; or (vi) the partial or complete withdrawal of the Borrower or any ERISA Affiliate from a Multiemployer Plan.

"Eurodollar Affiliate" means, with respect to each Lender, the Affiliate of such Lender (if any) set forth below such Lender's name under the heading "Eurodollar Affiliate" on Schedule LC hereto or as set forth in the Assignment and Acceptance by which it became a Lender or such Lender Affiliate as it may from time to time specify by written notice to the Borrower and the Administrative Agent.

"Eurodollar Interest Period" has the meaning set forth in Section 5.2(b).

"Eurodollar Interest Rate Determination Date" has the meaning set forth in Section 5.2(c).

"Eurodollar Lending Office" means, with respect to any Lender, such Lender's office (if any) specified as the "Eurodollar Lending Office" under its name on Schedule LC hereto or as set forth in the Assignment and Acceptance by which it became a Lender or such other office or offices of such Lender as it may from time to time specify by written notice to the Borrower and the Administrative Agent.

"Eurodollar Rate" means, for any Eurodollar Interest Period with respect to any Eurodollar Rate Loan, an interest rate per annum equal to the rate per annum obtained by multiplying (a) a rate per annum equal to the rate for Dollar deposits with maturities comparable to such Eurodollar Interest Period which appears on Telerate Page 3750 as of 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Eurodollar Interest Period, provided, however, that if such rate does not appear on Telerate Page 3750, the "Eurodollar Rate" applicable to a particular Eurodollar Interest Period shall mean a rate per annum equal to the rate at which Dollar deposits in an amount approximately equal to the principal balance (or the portion thereof which will bear interest at a rate determined by reference to the Eurodollar Rate during the Eurodollar Interest Period to which such Eurodollar Rate is applicable in accordance with the provisions hereof), and with maturities comparable to the last day of the Eurodollar Interest Period with respect to which such Eurodollar Rate is applicable, are offered in immediately available funds in the London Interbank Market to the London office of Citibank, N.A. by leading banks in the Eurodollar market at 11:00 a.m., London time, two (2) Business Days prior to the commencement of the Eurodollar Interest Period to which such Eurodollar Rate is applicable, by (b) a fraction (expressed as a decimal) the numerator of which shall be the number one and the denominator of which shall be the number one minus the Eurodollar Reserve Percentage for each day during such Eurodollar Interest Period.

"Eurodollar Rate Loan" means (i) a Loan which bears interest at a rate determined by reference to the Eurodollar Rate and the Applicable Margin for Eurodollar Rate Loans, as provided in Section 5.1(a) or (ii) an overdue amount which was a Eurodollar Rate Loan immediately before it became due.

"Eurodollar Reserve Percentage" means, for any day, that percentage which is in effect on such day, as prescribed by the Federal Reserve Board for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York, New York with deposits exceeding five billion Dollars in respect of "Eurocurrency Liabilities" (or in respect of any other category of liabilities which includes deposits by reference to which the interest rate on Eurodollar Rate Loans is determined or any category of extensions of credit or other assets which includes loans by a non United States office of any bank to United States residents).

"Event of Default" means any of the occurrences set forth in Section 11.1 after the expiration of any applicable grace period and the giving of any applicable notice, in each case as expressly provided in Section 11.1.

"Existing Permitted Liens" means each of the Liens set forth on Schedule 1.1.1.

"Existing Revolving Credit Agreement" means that certain Third Amended and Restated Credit Agreement, dated as of August 6, 2004, among the Borrower, the institutions from time to

time a party thereto as Lenders, JPMorgan Chase Bank, as Administrative Agent, Wells Fargo Bank, National Association, as Syndication Agent, Citicorp North America, Inc., Wachovia Bank, National Association, and Deutsche Bank Trust Company Americas, Inc., as Co-Documentation Agents, Keybank, National Association, The Bank of New York, The Bank of Nova Scotia, ING Real Estate Finance (USA) LLC, and PNC Bank, National Association, as Co-Agents, and J.P. Morgan Securities Inc. and Citigroup Global Markets Inc., as Co-Lead Arrangers and Joint Bookrunners.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day in New York, New York, for the next preceding Business Day) in New York, New York by the Federal Reserve Bank of New York, or if such rate is not so published for any day which is a Business Day in New York, New York, the average of the quotations for such day on such transactions by the Reference Bank, as determined by the Administrative Agent.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System or any Governmental Authority succeeding to its functions.

"FFO" means "funds from operations" as defined in accordance with resolutions adopted by the Board of Governors of the National Association of Real Estate Investment Trusts as in effect from time to time; provided that FFO shall (i) be based on net income after payment of distributions to holders of preferred partnership units in the Borrower and distributions necessary to pay holders of preferred stock of the Company and (ii) at all times exclude (a) charges for impairment losses from property sales and (b) non-recurring charges.

"Financial Statements" means (i) quarterly and annual consolidated statements of income and retained earnings, statements of cash flow, and balance sheets, prepared in accordance with GAAP, consistently applied, and (ii) such other financial statements of the Borrower, the Company and the other Consolidated Businesses or Joint Ventures that the Company shall routinely and regularly prepare and that the Arranger or the Requisite Lenders may from time to time reasonably request.

"Fiscal Year" means the fiscal year of the Company and the Borrower for accounting and tax purposes, which shall be the 12-month period ending on December 31 of each calendar year.

"Fitch" means Fitch Ratings, a division of Fitch, Inc. or any successor thereto.

"Fixed Charges" means, with respect to any fiscal period, the sum of (a) Total Interest Expense, (b) the aggregate of all scheduled principal payments on Total Outstanding Indebtedness according to GAAP made or required to be made during such fiscal period for the Consolidated Businesses and Joint Ventures (but excluding balloon payments of principal due upon the stated maturity of an Indebtedness), provided that only the Consolidated Businesses' pro rata share of the Joint Ventures' scheduled principal payments are to be included, and (c) the aggregate of all dividends or distributions payable (whether paid or accrued) on all preferred stock and other preferred securities or preferential arrangements of the Consolidated Businesses, including, without limitation, preferred distributions payable to holders of preferred OP Units. As used herein, "OP Units" means limited partnership interests in Reckson.

"Funding Date" means the date on or after the Closing Date on which all of the conditions described in Section 6.1 have been satisfied (or waived) in a manner satisfactory to the Administrative Agent and the Lenders and on which the Term Loans under this Agreement are made by the Lenders to the Borrower.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect on the Closing Date (unless otherwise specified herein as in effect on another date or dates).

"General Partner" means the Company and any successor general partner(s) of the Borrower.

"Governmental Approval" means all right, title and interest in any existing or future certificates, licenses, permits, variances, authorizations and approvals issued by any Governmental Authority having jurisdiction with respect to any Project. "Governmental Authority" means any nation or government, any federal, state, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Guaranties" means, collectively, the Unconditional Guaranties of Payment, made by each of the Company, Reckson FS Limited Partnership and the other Guarantors for the benefit of the Lenders, in substantially the form of Exhibit H hereto.

"Guarantors" means, collectively, the Company, Reckson FS Limited Partnership, 360 Hamilton Plaza LLC, Metropolitan, MOP, 275 Broadhollow LLC, 1055 Washington Boulevard LLC, Reckson Court Square, LLC, Reckson 1 Giralda LLC, Reckson 7 Giralda Owner LLC, Reckson 300 Broadhollow LLC, Reckson 1185 Avenue of the Americas LLC, Magnolia Associates, Ltd., and any other Affiliate of the Borrower executing a Guaranty. Any Guarantor that is the owner or ground lessor of an Unencumbered Project or Unencumbered New York City Asset shall be a wholly-owned Subsidiary of the Borrower.

"Improvements" means all buildings, fixtures, structures, parking areas, landscaping and all other improvements whether existing now or hereafter constructed, together with all machinery and mechanical, electrical, HVAC and plumbing systems presently located thereon and used in the operation thereof, excluding (a) any such items owned by utility service providers, (b) any such items owned by tenants or other third-parties unaffiliated with the Borrower and (c) any items of personal property.

"Indebtedness", as applied to any Person, means, at any time, without duplication, (a) all indebtedness, obligations or other liabilities of such Person (whether consolidated or representing the proportionate interest in any other Person) (i) for borrowed money (including construction loans) or evidenced by debt securities, debentures, acceptances, notes or other similar instruments, and any accrued interest and fees relating thereto, (ii) under profit payment agreements or in respect of obligations to redeem, repurchase or exchange any Securities of such Person or to pay dividends in respect of any preferred stock (but only to the extent that such Person shall be contractually obligated to pay the same), (iii) with respect to letters of credit, bankers' acceptances or similar facilities issued for such Person's account or for which such

Person otherwise has reimbursement obligations, (iv) to pay the deferred purchase price of property or services, except accounts payable and accrued expenses arising in the ordinary course of business, (v) in respect of Capital Leases or so-called synthetic leases, (vi) which are Contingent Obligations or (vii) under indemnities but only at such time as a claim shall have been made thereunder; (b) all indebtedness, obligations or other liabilities of such Person or others secured by a Lien on any property of such Person, whether or not such indebtedness, obligations or liabilities are assumed by such Person, all as of such time, but in a case of obligations of others not assumed by such Person an amount not in excess of the value of such property; (c) all indebtedness, obligations or other liabilities of such Person in respect of interest rate contracts, derivatives contracts and foreign exchange contracts, net of liabilities owed to such Person by the counterparties thereon; (d) all preferred stock and preferred equity interests subject (upon the occurrence of any contingency or otherwise) to mandatory redemption in cash by the holder of such preferred stock or equity interest; (e) all preferred stock and preferred equity interests in any Consolidated Business (other than the Company and the Borrower) which has not provided a Guaranty of the Obligations; and (f) all Contractual Obligations with respect to any of the foregoing.

"Indemnified Matters" has the meaning set forth in Section 14.3.

"Indemnitees" has the meaning set forth in Section 14.3.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended to the date hereof and from time to time hereafter, any successor statute and any regulations or guidelines promulgated thereunder.

"Investment" means, with respect to any Person, (i) any purchase or other acquisition by that Person of Securities, or of a beneficial interest in Securities, issued by any other Person, (ii) any purchase by that Person of all or substantially all of the assets of a business conducted by another Person, (iii) any loan, advance (other than deposits with financial institutions available for withdrawal on demand, prepaid expenses, accounts receivable, advances to employees and similar items made or incurred in the ordinary course of business) or capital contribution by that Person to any other Person, including all Indebtedness to such Person arising from a sale of property by such Person other than in the ordinary course of its business, and (iv) any purchase or other acquisition by that Person of Real Property, whether directly or indirectly. The amount of any Investment shall be the original cost of such Investment (together with all capital improvement costs thereafter paid or incurred with respect to such Investment in accordance with GAAP), without any adjustments for increases or decreases in value or write-ups, write-downs or write-offs with respect to such Investment.

"Investment Funds" means (i) Reckson Strategic Venture Partners LLC, and (ii) a Person in which FrontLine Capital Group or a Subsidiary thereof is a general partner or a managing member, in the case of a partnership or limited liability company, and which, in the case of a corporation, has the right to elect a majority of the board of directors.

"Investment Grade Rating" means a rating for a Person's senior long-term unsecured debt of BBB- or better from S&P, and a rating of Baa3 or better from Moody's or a rating equivalent to the foregoing from Fitch or another Rating Agency.

"IRS" means the Internal Revenue Service and any Person succeeding to the functions thereof.

"Joint Ventures" means any interests in partnerships, joint ventures, limited liability companies, trusts, associations and corporations held or owned directly or indirectly by the Borrower and/or the Company which are not wholly-owned by the Borrower and/or the Company (other than Investment Funds or any affiliated or unaffiliated operating company that the Borrower includes under clause (vii) of the definition of Total Value, subject to the limitation of \$100,000,000 investments (valued at the lower of cost or market in accordance with GAAP)).

"Joint Venture Unencumbered Value" means the portion of Total Unencumbered Value from Joint Ventures attributable to Unencumbered Projects and Unencumbered New York City Assets.

"knowledge" with reference to the Company, the Borrower or any Subsidiary of any of them, means the actual knowledge of such Person after reasonable inquiry (which reasonable inquiry shall include, without limitation, interviewing and questioning such other Persons as the Company, the Borrower or such Subsidiary, as applicable, deems reasonably necessary).

"Land/Development Unencumbered Value" means the portion of Total Unencumbered Value which is attributable to Unencumbered assets consisting of land and Projects under development.

"Lease" means a lease, license, concession agreement or other agreement providing for the use or occupancy of any portion of any Project, including all amendments, supplements, modifications and assignments thereof and all side letters or side agreements relating thereto.

"Lender" means each financial institution a signatory hereto as a Lender as of the Closing Date and, at any other given time, each financial institution which is a party hereto as Lender, whether as a signatory hereto or pursuant to an Assignment and Acceptance.

"Lender Affiliate" means with respect to any Lender an Affiliate of such Lender.

"Letter Agreement" means the letter agreement dated as of the date hereof among the Borrower, the Administrative Agent and the Arranger.

"Liabilities and Costs" means all liabilities, obligations, responsibilities, losses, damages, personal injury, death, punitive damages, economic damages, consequential damages, treble damages, intentional, willful or wanton injury, damage or threat to the environment, natural resources or public health or welfare, costs and expenses (including, without limitation, attorney, expert and consulting fees and costs of investigation, feasibility or Remedial Action studies), fines, penalties and monetary sanctions, interest, direct or indirect, known or unknown, absolute or contingent, past, present or future.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, conditional sale agreement, deposit arrangement, security interest, encumbrance, lien (statutory or other and including, without limitation, any Environmental Lien), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever in respect of any property of a Person, whether granted voluntarily or imposed by law, and includes the interest of a lessor under a Capital Lease or under any financing lease having substantially the same economic effect as any of the foregoing.

"Limited Partners" means those Persons who from time to time are limited partners of the Borrower; and "Limited Partner" means each of the Limited Partners, individually.

"Loan" means a Term Loan made by a Lender pursuant to Section 2.1; provided, that if any such loan or loans (or portions thereof) are combined or subdivided pursuant to a Notice of Conversion/Continuation, the term "Loan" shall refer to the combined principal amount resulting from such combination or to each of the separate principal amounts resulting from such subdivision, as the case may be.

"Loan Account" has the meaning set forth in Section 4.3(b).

"Loan Documents" means this Agreement, the Notes and the Guaranties.

"Management Company" means, collectively (i) Reckson Management Group, Inc., a Delaware corporation, RANY Management Group, Inc. and their respective wholly-owned or controlled Subsidiaries and (ii) such other property management companies controlled (directly or indirectly) by the Company or the Borrower and which property management companies manage properties owned by the Company, the Borrower and its Subsidiaries and for which the Borrower has previously provided the Administrative Agent with: (1) notice of such property management company, (2) evidence reasonably satisfactory to the Administrative Agent that such property management company is controlled (directly or indirectly) by the Company or the Borrower, and (3) evidence reasonably satisfactory to the Administrative Agent that such property management company manages properties owned, in whole or in part by the Company or the Borrower or its Subsidiaries.

"Margin Stock" means "margin stock" or "margin security" as such terms are defined in Regulation U and Regulation X.

"Material Adverse Effect" means a material adverse effect upon (i) the financial condition or assets of the Company, the Borrower and their Subsidiaries taken as a whole, (ii) the ability of the Borrower to perform its material obligations under the Loan Documents, (iii) the ability of the Guarantors to perform their material obligations under the Guaranties, or (iv) the ability of the Lenders or the Administrative Agent to enforce any of the Loan Documents.

"Metropolitan" means Metropolitan Partners, LLC, a Delaware limited liability company, in which the Borrower currently owns 100% of the common equity interests.

"Moody's" means Moody's Investors Service, Inc.

"MOP" means Metropolitan Operating Partnership, L.P., a Delaware limited partnership, and a Subsidiary of Metropolitan.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA which is, or within the immediately preceding six (6) years was, contributed to by either the Borrower or any ERISA Affiliate or in respect of which the Borrower or any ERISA Affiliate has assumed any liability.

"Net Cash Proceeds" means all cash (whether proceeds, dividends, or distributions) when and as received in connection with the sale or refinancing of any Property or other asset (including interests in Joint Ventures and Subsidiaries) or multiple Properties or assets in a single

transaction (an "Asset Sale"), less reasonable costs and expenses, repayment of secured indebtedness with respect to the applicable asset, repayment of loans under the Existing Revolving Credit Agreement required by Section 8.9 of the Existing Revolving Credit Agreement, and net of an amount equal to taxable capital gains and real estate transfer taxes payable in connection with any asset sale.

"Net Income" means, with respect to any Person, the net income of such Person determined in accordance with GAAP.

"Net Offering Proceeds" means all cash or other assets received by the Company or the Borrower or their respective Subsidiaries as a result of a Capital Markets Transaction, less customary costs, expenses and discounts of issuance paid by the Company, the Borrower or such Subsidiary, as the case may be.

"New York City Asset" means Real Property which is Class A office property located in the borough of Manhattan, New York, New York and which is owned or ground-leased by one of the Consolidated Businesses or Joint Ventures.

"NOI" means (x) net operating income determined in accordance with GAAP, before gains or losses from extraordinary items relating to any Real Property, plus (y) (i) any interest expense relating to such Real Property, (ii) depreciation and amortization relating to such Real Property, and (iii) Property Level G&A to the extent included in the calculation of net operating income, less (z) (i) free rent and accrued rent with respect to tenants that are more than 90 days in arrears in the payment of rent, and further adjusted to omit the straight line treatment of rent, so as to account for rent on an accrual basis, (ii) any interest income relating to such Real Property, and (iii) the greater of Property Level G&A to the extent included in the calculation of net operating income and an amount equal to 2% of gross revenues with respect to such Real Property.

"Non Pro Rata Loan" has the meaning set forth in Section 4.2(b)(iv).

"Non-Recourse Carve-Outs" means exceptions to non-recourse obligations, such as fraud, misappropriation, waste, environmental liabilities, improper transfer and breach of restrictions on further financing and breach of single purpose entity covenants, which are usual and customary in secured transactions involving institutional lenders or securitized financings and recourse to single purpose entities that are Consolidated Businesses which have no material assets other than the Real Property or Properties which are the subject of the Secured Indebtedness.

"Note" has the meaning set forth in Section 4.3(a).

"Notice of Borrowing" means a notice substantially in the form of Exhibit C attached hereto and made a part hereof.

"Notice of Conversion/Continuation" means a notice substantially in the form of Exhibit D attached hereto and made a part hereof with respect to a proposed conversion or continuation of a Loan pursuant to Section 5.1(c).

"Obligations" means all Loans, advances, debts, liabilities and monetary obligations owing by the Borrower to the Administrative Agent, any Lender, or any Person entitled to indemnification pursuant to Section 14.3 of this Agreement, of any kind or nature, arising under this Agreement, the Notes or any other Loan Document. The term includes, without limitation,

all interest, charges, reasonable expenses, fees, reasonable attorneys' fees and disbursements and any other sum chargeable to the Borrower under this Agreement or any other Loan Document.

"Officer's Certificate" means, as to a corporation, a certificate executed on behalf of such corporation by the chairman of its board of directors (if an officer of such corporation) or its chief executive officer, president, any of its vice-presidents, its chief financial officer, or its treasurer and, as to a partnership, a certificate executed on behalf of such partnership by the chairman of the board of directors (if an officer of such corporation) or chief executive officer, president, any vice-president, or treasurer of the general partner of such partnership.

"Operating Lease" means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee which is not a Capital Lease.

"Organizational Documents" means, with respect to any corporation, limited liability company, or partnership (i) the articles/certificate of incorporation (or the equivalent organizational documents) of such corporation or limited liability company, (ii) the partnership agreement executed by the partners in such partnership, (iii) the by-laws (or the equivalent governing documents) of such corporation, limited liability company or partnership, and (iv) any document setting forth the designation, amount and/or relative rights, limitations and preferences of any class or series of such corporation's Capital Stock or such limited liability company's or partnership's equity or ownership interests.

"OSHA" means the Occupational Safety and Health Act of 1970, 29 U.S.C. ss.ss. 651 et seq., any amendments thereto, any successor statutes and any regulations or guidelines promulgated thereunder.

"Other Management Company" means property management companies controlled (directly or indirectly) by the Company or the Borrower which may manage properties owned by third parties.

"PBGC" means the Pension Benefit Guaranty Corporation and any Person succeeding to the functions thereof.

"Performing Notes" means mortgage notes, notes receivable and other investments in Real Property (other than investments in or loans to, directly or indirectly, an Investment Fund, or joint venture arrangements with an Investment Fund, or an affiliated or unaffiliated operating company in which such Investment Fund or joint venture arrangements with an Investment Fund owns an equity interest), valued at the lower of cost or market in accordance with GAAP and which are not more than 30 days past due or otherwise in default; provided, that, in the case of mortgage notes, notes receivable and other investments in Real Property that generate cash and non-cash payments, such mortgage notes, notes receivable and other investments in Real Property shall be treated as Performing Notes whose value is determined solely by reference to the cash payments and references to the income generated by the Performing Notes shall include only the cash payments which have current payments payable in cash.

"Permits" means any permit, consent, approval, authorization license, variance, or permission required from any Person, including any Governmental Approvals.

"Permitted Securities Options" means the subscriptions, options, warrants, rights, convertible Securities and other agreements or commitments relating to the issuance of the Borrower's Securities or the Company's Capital Stock identified as such on Schedule 1.1.2.

"Person" means any natural person, corporation, limited liability company, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

"Plan" means a Benefit Plan or a Multiemployer Plan.

"Potential Event of Default" means an event which, with the giving of notice or the lapse of time, or both, would constitute an Event of Default.

"Prepayment Date" has the meaning set forth in Section 4.1(c).

"Project" means any office or industrial properties owned or ground-leased, directly or indirectly, by any of the Consolidated Businesses or Joint Ventures.

"Property" means any Real Property or personal property, plant, building, facility, structure, equipment, general intangible, receivable, or other asset owned or leased by any Consolidated Business or any Joint Venture. The definition of "Property" shall specifically exclude items of Real Property or personal property owned or leased by members of the Rechler family.

"Property Level G&A" means general and administrative expenses allocated to the Properties.

"Pro Rata Share" means, with respect to any Lender, (a) prior to the making of the Term Loan or the expiration of the Term Loan Commitments, the percentage set forth on Schedule LC and (b) after the Funding Date, the percentage obtained by dividing (i) the aggregate amount of such Lender's Loans (as may be adjusted from time to time in accordance with the provisions of this Agreement or any Assignment and Acceptance to which such Lender is a party), by (ii) the aggregate amount of all of the Lenders' Loans.

"Qualified Joint Venture Partners" means (a) pension funds, insurance companies, banks, investment banks or similar institutional entities, each with significant experience in making investments in commercial real estate and (b) commercial real estate companies of similar quality and experience.

"Quarterly Compliance Certificates" has the meaning set forth in Section 8.2(a)(iii).

"Rating Agency" means Moody's, S&P, Fitch or another nationally-recognized rating agency reasonably satisfactory to the Administrative Agent.

"RCRA" means the Resource Conservation and Recovery Act of 1976, 42 U.S.C. ss.ss. 6901 et seq., any amendments thereto, any successor statutes, and any regulations or guidelines promulgated thereunder.

"Real Property" means all of the Borrower's and the Consolidated Businesses' present and future right, title and interest (including, without limitation, any leasehold estate) in (i) any plots, pieces or parcels of land, (ii) any Improvements of every nature whatsoever (the rights and interests described in clauses (i) and (ii) above being the "Premises"), (iii) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining such land, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (iv) all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in clause (iii) above.

"Reckson" means Reckson Operating Partnership, L.P., a Delaware limited partnership.

"Reference Bank" means Citibank, N.A.

"Register" has the meaning set forth in Section 14.1(c).

"Regulation A" means Regulation A of the Federal Reserve Board as in effect from time to time.

"Regulation T" means Regulation T of the Federal Reserve Board as in effect from time to time.

"Regulation U" means Regulation U of the Federal Reserve Board as in effect from time to time.

"Regulation X" means Regulation X of the Federal Reserve Board as in effect from time to time.

"REIT" means a domestic trust or corporation that qualifies as a real estate investment trust under the provisions of Sections 856, et seq., of the Internal Revenue Code.

"Release" means any release, spill, emission, leaking, pumping, pouring, dumping, injection, deposit, disposal, abandonment, or discarding of barrels, containers or other receptacles, discharge, emptying, escape, dispersal, leaching or migration into the indoor or outdoor environment or into or out of any Property, including the movement of Contaminants through or in the air, soil, surface water, groundwater or Property.

"Remedial Action" means actions required to (i) clean up, remove, treat or in any other way address Contaminants in the indoor or outdoor environment; (ii) prevent the Release or threat of Release or minimize the further Release of Contaminants; or (iii) investigate and determine if a remedial response is needed and to design such a response and post-remedial investigation, monitoring, operation and maintenance and care.

"Reportable Event" means any of the events described in Section 4043(c) of ERISA and the regulations promulgated thereunder as in effect from time to time but not including any such event as to which the thirty (30) day notice requirement has been waived by applicable PBGC regulations.

"Requirements of Law" means, as to any Person, the charter and by-laws or other organizational or governing documents of such Person, and any law, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject including, without limitation, the Securities Act, the Securities Exchange Act, Regulations T, U and X, ERISA, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, Americans with Disabilities Act of 1990, and any certificate of occupancy, zoning ordinance, building, environmental or land use requirement or Permit and Environmental, Health or Safety Requirement of Law.

"Requisite Lenders" means Lenders whose Pro Rata Shares, in the aggregate, are equal to or greater than sixty-six and two-thirds percent (66.67%); provided, however, that, in the event any of the Lenders shall have failed to fund its Pro Rata Share of the Loans which such Lenders are obligated to fund under the terms of this Agreement and any such failure has not been cured as provided in Section 4.2(b)(iv)(B), then for so long as such failure continues, "Requisite Lenders" means Lenders (excluding all Lenders whose failure to fund their respective Pro Rata Shares of such Loans have not been so cured) whose Pro Rata Shares represent sixty-six and two-thirds percent (66.67%) or more of the aggregate Pro Rata Shares of such Lenders.

"Restricted Payment" has the meaning set forth in Section 10.11(h).

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc.

"Secured Indebtedness" means any Indebtedness secured by a Lien.

"Securities" means any stock, shares, voting trust certificates, partnership interests, bonds, debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities", including, without limitation, any "security" as such term is defined in Section 8-102 of the Uniform Commercial Code, or any certificates of interest, shares, or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire any of the foregoing, but shall not include the Notes or any other evidence of the obligations.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and any successor statute.

"Servicing EBITDA" means, with respect to the Management Company or any other service company owned by the Borrower or the Company, as of the first day of each fiscal quarter for the immediately preceding fiscal quarter, an amount, determined in accordance with GAAP, equal to (i) total earnings relating to such companies' operations adjusted to exclude amounts that are more than 90 days delinquent, less (ii) total operating expenses relating to such operations, including corporate marketing, general and administrative expenses.

"Solvent", when used with respect to any Person, means that at the time of determination:

(i) the fair saleable value of its assets is in excess of the total amount of its liabilities (including, without limitation, contingent liabilities); and

(ii) the present fair saleable value of its assets is greater than its probable liability on its existing debts as such debts become absolute and matured; and

(iii) it is then able and expects to be able to pay its debts (including, without limitation, contingent debts and other commitments) as they mature; and

(iv) it has capital sufficient to carry on its business as conducted and as proposed to be conducted.

"Subsidiary" of a Person means any corporation, limited liability company, general or limited partnership, or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned or controlled by such Person, one or more of the other subsidiaries of such Person or any combination thereof.

"Taxes" has the meaning set forth in Section 13.1(a).

"Telerate Page 3750" means the display known as "Telerate Page 3750" (or such other page as may replace Telerate Page 3750 as the display of such service (other than Telerate Service) as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association interest settlement rates for U.S. Dollar deposits).

"Tenant Allowance" means a cash allowance paid to a tenant by the landlord pursuant to a Lease.

"Term Loan" is defined in Section 2.1(a) hereof.

"Term Loan Commitment" means, with respect to any Lender, the obligation of such Lender to make Loans pursuant to the terms and conditions of this Agreement, and which shall not exceed the principal amount set forth opposite such Lender's name on Schedule LC hereto or in the Assignment and Acceptance by which it became a Lender, as modified from time to time pursuant to the terms of this Agreement or to give effect to any applicable Assignment and Acceptance, and "Term Loan Commitments" means the aggregate principal amount of the Term Loan Commitments of all the Lenders, the maximum amount of which shall be \$470,000,000.

"Term Loan Maturity Date" means May 11, 2006; provided, that if such date shall fall on a day that is not a Business Day, then the Term Loan Maturity Date shall be the preceding Business Day.

"Term Loan Obligations" means, at any particular time, the outstanding principal amount of the Loans at such time.

"TI Work" means any construction or other "build out" of tenant leasehold improvement to the space demised to the applicable tenant under a Lease (excluding such tenant's furniture, fixtures and equipment) performed pursuant to the terms of such Lease, whether or not such

tenant improvement work is performed by or on behalf of the landlord or as part of a Tenant Allowance.

"Total Adjusted EBITDA" means, for any quarterly period, (i) net income determined in accordance with GAAP, plus (ii) Total Interest Expense, depreciation and amortization deducted in the calculation of such net income, plus (iii) taxes on income deducted in the calculation of such net income, less (iv) the gains (and plus the losses) from extraordinary items, asset sales, write-ups, debt forgiveness, asset impairments, mark to market adjustments for marketable securities or fair market valuation adjustments for derivatives included in the calculation of such net income, less (v) the Capital Expenditure Coverage Reserve Amounts divided by four.

"Total Interest Expense" means the sum of (i) interest expense of the Consolidated Businesses paid during such period and (ii) interest expense of the Consolidated Businesses accrued and/or capitalized for such period and (iii) the pro-rata portion of the interest expense of Joint Ventures allocable to the Borrower and paid during such period and (iv) the pro-rata portion of the interest expense of Joint Ventures allocable to the Borrower accrued and/or capitalized for such period, in each case including participating interest expense but excluding extraordinary interest expense, and net of amortization of deferred costs associated with new financings or refinancings of existing Indebtedness.

"Total Outstanding Indebtedness" means, for any period, the sum of (i) the amount of Indebtedness of the Consolidated Businesses set forth on the then most recent quarterly financial statements of the Borrower, prepared in accordance with GAAP, plus any additional Indebtedness incurred by the Consolidated Businesses since the time of such statements, less any Indebtedness repaid by the Consolidated Businesses since the time of such statements, and (ii) the outstanding amount of Joint Venture Indebtedness set forth on the then most recent quarterly financial statements of the Borrower or the applicable Joint Venture, prepared in accordance with GAAP, plus any additional Joint Venture Indebtedness incurred by the Joint Ventures since the time of such statements, less any Indebtedness repaid by the Joint Ventures since the time of such statements; provided that all of the foregoing shall only include the Consolidated Businesses' pro rata share of the outstanding and additional Indebtedness, as the case may be, with respect to any Joint Venture, and (iii) the Contingent Obligations of the Consolidated Businesses and the pro-rata portion of Contingent Obligations of the Joint Ventures allocable to the Consolidated Businesses.

"Total Recourse Secured Outstanding Indebtedness" means Total Secured Outstanding Indebtedness under the terms of which any of the Consolidated Businesses guarantees or is directly obligated for any portion of such Indebtedness or interest payments thereon (other than Non-Recourse Carve-Outs), including, without limitation, the pro rata share of such recourse Indebtedness of Joint Ventures allocable to any of the Consolidated Businesses.

"Total Secured Outstanding Indebtedness" means the sum of (i) that portion of Total Outstanding Indebtedness that is secured by a Lien, including, without duplication, the pro rata share of such Indebtedness that is Joint Venture Indebtedness allocable to any of the Consolidated Businesses, plus (ii) that portion of Total Outstanding Indebtedness attributable to Consolidated Subsidiaries of the Borrower (or the Joint Ventures) which is recourse to the Borrower or any of the Consolidated Subsidiaries (other than Non-Recourse Carve-Outs), regardless of whether it is secured by a Lien (it being understood that this definition shall not include the Loans hereunder).

"Total Unencumbered Value" means the portion of Total Value attributable to (x) Unencumbered assets (including, without limitation, the Unencumbered New York City Assets and the other Unencumbered Projects, but excluding Investment Funds and service company income) owned or ground-leased under an Eligible Ground Lease by the Consolidated Businesses and the Joint Ventures and (y) the Eligible Encumbered Properties, subject to the limitations set forth in the next paragraph and the following conditions and limitations: (i) only the amount of unrestricted Cash and Cash Equivalents in excess of \$40,000,000 shall be included; (ii) Joint Venture Unencumbered Value for Joint Ventures in which the Borrower's beneficial economic interest is fifty-one percent (51%) or greater shall be included, provided the sale or financing of any Property owned or ground-leased by such Joint Venture is substantially controlled by the Borrower, subject to customary provisions set forth in the organizational documents of such Joint Venture with respect to financings, sales or rights of first refusal granted to other members of such Joint Venture; (iii) Joint Venture Unencumbered Value for Joint Ventures in which the Borrower's beneficial economic interest is less than fifty-one percent (51%) shall be included, provided that a majority of the beneficial economic interests in such Joint Ventures that are not owned by the Consolidated Businesses is owned or controlled by Qualified Joint Venture Partners; (iv) the portion of Total Unencumbered Value attributable to Performing Notes shall be included; (v) Land/Development Unencumbered Value shall be included; and (vi) the portion of Total Unencumbered Value attributable to Unencumbered office and industrial Projects owned or ground-leased under an Eligible Ground Lease by the Consolidated Businesses for less than four (4) fiscal quarters and which have received a certificate of occupancy shall be included.

Clause (ii) above shall not exceed twenty percent (20%) of Total Unencumbered Value. Clause (iii) shall not exceed five percent (5%) of Total Unencumbered Value. Clause (iv) above shall not exceed fifteen percent (15%) of Total Unencumbered Value. Clause (v) above shall not exceed ten percent (10%) of Total Unencumbered Value. The sum of clauses (iii), (iv) and (v) above shall not exceed twenty percent (20%) of Total Unencumbered Value.

"Total Unsecured Outstanding Indebtedness" means the sum of (a) that portion of Total Outstanding Indebtedness that is not secured by a Lien plus (b) that portion of Total Outstanding Indebtedness that is secured by a Lien on an Eligible Encumbered Property. Without limiting the foregoing, Total Unsecured Outstanding Indebtedness shall include, without double counting, (i) all amounts outstanding under this Agreement, (ii) all Indebtedness of the Consolidated Businesses, including the Consolidated Businesses' pro rata share of Indebtedness of Joint Ventures, which is not secured by a Lien, (iii) all outstanding undrawn letters of credit of the Consolidated Businesses (and the pro rata share of such letters of credit allocable to any of the Consolidated Businesses) less those outstanding undrawn letters of credit for the benefit of any tenant, prospective tenant or lender at any Real Property to secure the Consolidated Businesses' leasing obligations relating to tenant improvement work or third party leasing commissions which have previously been paid, as evidenced by a schedule provided by the Borrower to the Administrative Agent upon the request of the Administrative Agent.

"Total Value" means (a) the sum of (i) Valuation NOI divided by (A) eight and one-half percent (8.50%) for all New York City Assets, (B) nine percent (9.00%) for all other office Real Property, and (C) nine and one-half percent (9.50%) for industrial Real Property; (ii) the Investment in office and industrial Projects owned or ground-leased by the Consolidated Businesses for less than four fiscal quarters; (iii) unrestricted Cash and Cash Equivalents; (iv) land cost (at book value) and Construction Asset Cost, which credit will be limited to fifteen percent (15%) of Total Value (exclusive of build-to-suit Projects that are seventy-five percent

(75%) pre-leased or Projects which are less than seventy-five percent (75%) pre-leased but have a pro-forma yield of ten percent (10%) or more, based upon executed leases and the cost of acquisition plus the estimated cost to complete the same, which estimated cost to complete shall be determined in a manner reasonably acceptable to the Administrative Agent and the Syndication Agent); (v) NOI from all other Real Property not otherwise set forth in this definition, divided by twelve percent (12%); (vi) Servicing EBITDA of the Management Company or other such service companies for the immediately preceding four (4) consecutive quarters, divided by twenty percent (20%); (vii) any investment in or loan to (based on the actual cash investment in or loan to), directly or indirectly, an affiliated or unaffiliated operating company and investments in or loans to Investment Funds either directly or indirectly or joint venture arrangements with Investment Funds, which credit will be limited to \$100,000,000 (valued at the lower of cost or market in accordance with GAAP), other than (x) investments in, loans to, or joint venture arrangements with Joint Ventures and (y) Performing Notes; (viii) Performing Notes, which credit will be limited in the aggregate to fifteen percent (15%) of Total Value; and (ix) Eligible Cash 1031 Proceeds;

less (b) the quotient of the Capital Expenditure Valuation Reserve Amounts for such period, divided by (A) eight and one-half percent (8.50%) for all New York City Assets, (B) nine percent (9.00%) for all other office Property, and (C) nine and one-half percent (9.50%) for industrial Property; and

provided, the sum of items (a) (iv), (vii) and (viii) above shall not exceed twenty-five percent (25%) of Total Value.

"Unencumbered" means, with respect to any asset (other than a Project or a New York City Asset) as of any date of determination, that such asset, the equity interests in such asset and the revenues generated by such asset are not subject to any Liens (excluding Customary Permitted Liens) or preferred equity interests.

"Unencumbered New York City Asset" means any Unencumbered Project that is a New York City Asset.

"Unencumbered Project" means any Project located in the United States that on any date of determination: (a) is owned or ground-leased under an Eligible Ground Lease, (b) is not subject (nor are any equity interests therein subject) to any Liens (excluding Customary Permitted Liens) or preferred equity interests, (c) has been improved with Improvements which (except for any portions of the Project being restored or renovated) (1) have been issued a certificate of occupancy (where available) or is otherwise lawfully occupied for its intended use, and (2) are fully operational, including in each case, an Unencumbered Project that is being renovated or restored and such renovation is proceeding to completion without undue delay from Permit denial, construction delays or otherwise, (d) has not been the subject of an event or occurrence that has had a Material Adverse Effect, and (e) if owned or ground leased by a wholly-owned Subsidiary of the Borrower, such Subsidiary has executed and delivered a Guaranty.

"Uniform Commercial Code" means the Uniform Commercial Code as enacted in the State of New York, as it may be amended from time to time.

"Unsecured Interest Expense" means the interest expense paid, accrued or capitalized on the Total Unsecured Outstanding Indebtedness for the applicable period.

"Valuation NOI" means, with respect to any office or industrial Project or any office or industrial Joint Venture (exclusive of projects under development) which has been owned or ground-leased by the Borrower for not less than four consecutive quarters, as of the first day of each fiscal quarter, an amount equal to the NOI relating to such Project or the Borrower's pro rata share of such Joint Venture for the immediately preceding consecutive four fiscal quarters.

"wholly-owned" means, with respect to the ownership of any asset by any Person, that such Person owns 100% of the voting and economic interests in such asset; provided that, with the written approval of the Administrative Agent, such Person may be deemed to wholly-own an asset if it owns less than 100% of the voting and economic interests in such asset so long as such Person owns 100% of the interests generally having the right to vote with respect to such asset and at least 90% of the economic interests in such asset.

1.2. Computation of Time Periods. In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". Periods of days referred to in this Agreement shall be counted in calendar days unless Business Days are expressly prescribed. Any period determined hereunder by reference to a month or months or year or years shall end on the day in the relevant calendar month in the relevant year, if applicable, immediately preceding the date numerically corresponding to the first day of such period, provided that if such period commences on the last day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month during which such period is to end), such period shall, unless otherwise expressly required by the other provisions of this Agreement, end on the last day of the calendar month.

1.3. Accounting Terms. Subject to Section 14.4, for purposes of this Agreement, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP.

1.4. Other Terms. All other terms contained in this Agreement shall, unless the context indicates otherwise, have the meanings assigned to such terms by the Uniform Commercial Code to the extent the same are defined therein.

1.5. Rules of Interpretation. (a) A reference to any document or agreement shall include such document or agreement as amended, modified or supplemented from time to time in accordance with its terms and the terms of this Agreement.

(a) The singular includes the plural and the plural includes the singular.

(b) A reference to any law includes any amendment or modification to such law.

(c) A reference to any Person includes its permitted successors and permitted assigns.

(d) The words "include", "includes" and "including" are not limiting.

(e) Reference to a particular "Section" refers to that section of this Agreement unless otherwise indicated, and reference to a particular "Exhibit" or "Schedule" refers to that exhibit or schedule to this Agreement unless otherwise indicated.

ARTICLE II.

AMOUNTS AND TERMS OF LOANS

2.1. Loans.

(a) Commitment to Lend. Subject to the terms and conditions set forth in this Agreement, each Lender hereby severally and not jointly agrees to make a term loan, in Dollars (the "Term Loan") to the Borrower on the Funding Date, in an amount equal to such Lender's Pro Rata Share of the principal amount of \$470,000,000. The aggregate amount of the Term Loan to be made hereunder shall not exceed Four Hundred Seventy Million Dollars (\$470,000,000). The Term Loan shall be made by the Lenders simultaneously and proportionately to their then respective Pro Rata Shares, it being understood that no Lender shall be responsible for any failure by any other Lender to perform its obligation to make a Term Loan hereunder nor shall the Term Loan Commitment of any Lender be increased or decreased as a result of any such failure. The Term Loan Commitments, with respect to the making of the Term Loan (and not with respect to the obligations of the Lenders to convert or continue any Loans), shall expire on May 30, 2005.

(b) Notice of Borrowing. The Borrower shall provide to the Administrative Agent a Notice of Borrowing, signed by it (x) no later than 12:00 noon (New York time) on the Business Day immediately preceding the proposed Funding Date, in the case of a Borrowing of Base Rate Loans and (y) no later than 11:00 a.m. (New York time) at least three (3) Business Days in advance of the proposed Funding Date, in the case of a Borrowing of Eurodollar Rate Loans. The Notice of Borrowing shall specify (i) the proposed Funding Date (which shall be a Business Day), (ii) the amount of the proposed Borrowing, (iii) whether the proposed Borrowing will be of Base Rate Loans or Eurodollar Rate Loans, (iv) in the case of Eurodollar Rate Loans, the requested Eurodollar Interest Period, (v) instructions for the disbursement of the proceeds of the proposed Borrowing, (vi) an Officer's Certificate of the Borrower with respect to compliance with (including calculation thereof) Sections 10.11(a) and 10.11(e), and (vii) that no Potential Event of Default or Event of Default shall have occurred and be continuing or would result therefrom. Any Notice of Borrowing given pursuant to this Section 2.1(b) shall be irrevocable.

(c) Making of Term Loans. (i) Each Lender shall deposit an amount equal to its Pro Rata Share of the Term Loan with the Administrative Agent at its office in New York, New York, in immediately available funds, not later than 12:00 noon (New York time) on the Funding Date. Subject to the fulfillment of the conditions precedent set forth in Section 6.1, the Administrative Agent shall make the proceeds of such amounts received by it available to the Borrower at the Administrative Agent's office in New York, New York on the Funding Date (or on the date received if later than such Funding Date) and shall disburse such proceeds in accordance with the Borrower's disbursement instructions as set forth in the Notice of Borrowing. The failure of any Lender to deposit the amount described above with the Administrative Agent on the Funding Date shall not relieve any other Lender of its obligations hereunder to make its Term Loan on the Funding Date. In the event the conditions precedent set forth in Section 6.1 are not fulfilled as of the Funding Date, the Administrative Agent shall promptly return, by wire transfer of immediately available funds, the amount deposited by each Lender to such Lender.

(ii) The Administrative Agent may assume that each Lender has funded its Term Loan and is depositing the proceeds thereof with the Administrative Agent on the Funding Date, and the Administrative Agent in its sole discretion may, but shall not be obligated to, disburse a corresponding amount to the Borrower on the Funding Date. If the Term Loan

proceeds corresponding to that amount are advanced to the Borrower by the Administrative Agent but are not in fact deposited with the Administrative Agent by such Lender on or prior to the Funding Date, such Lender agrees to pay, and in addition the Borrower, agrees to repay, to the Administrative Agent forthwith on demand such corresponding amount, together with interest thereon, for each day from the date such amount is disbursed to or for the benefit of the Borrower until the date such amount is paid or repaid to the Administrative Agent, at the average Federal Funds Rate for such period. If such Lender shall pay to the Administrative Agent the corresponding amount, the amount so paid shall constitute such Lender's Term Loan as of the Funding Date, and if both such Lender and the Borrower shall pay and repay such corresponding amount, the Administrative Agent shall promptly pay to the Borrower such corresponding amount. This Section 2.1(c)(ii) does not relieve any Lender of its obligation to make its Term Loan on the Funding Date.

2.2. Use of Proceeds of Loans. The proceeds of the Loans issued for the account of the Borrower hereunder shall be used for the purposes of general working capital needs of the Borrower and other general corporate purposes, including acquisitions.

2.3. Term Loan Maturity Date. The Borrower promises to pay the Term Loan Obligations and all other Obligations in full on the Term Loan Maturity Date.

2.4. Authorized Agents. On the Closing Date and from time to time thereafter, the Borrower shall deliver to the Administrative Agent an Officer's Certificate setting forth the names of the employees and agents authorized to request the Term Loan and to request a conversion/continuation of any Loan and containing a specimen signature of each such employee or agent. The employees and agents so authorized shall also be authorized to act for the Borrower in respect of all other matters relating to the Loan Documents. The Administrative Agent, the Arranger, and the Lenders shall be entitled to rely conclusively on such employee's or agent's authority to request the Term Loan or such conversion/continuation until the Administrative Agent and the Arranger receive written notice to the contrary. Neither the Administrative Agent nor the Arranger shall have any duty to verify the authenticity of the signature appearing on the Notice of Borrowing or any Notice of Conversion/Continuation or any other document, and, with respect to an oral request for such conversion/continuation, the Administrative Agent and the Arranger shall have no duty to verify the identity of any person representing himself or herself as one of the employees or agents authorized to make such request or otherwise to act on behalf of the Borrower. None of the Administrative Agent, the Arranger or the Lenders shall incur any liability to the Borrower or any other Person in acting upon any telephonic or facsimile notice referred to above which the Administrative Agent or the Arranger believe to have been given by a person duly authorized to act on behalf of the Borrower and the Borrower hereby indemnifies and holds harmless the Administrative Agent, the Arranger and each Lender from any loss or expense the Administrative Agent, the Arranger or the Lenders might incur in acting in good faith as provided in this Section 2.4; provided, however, that Borrower shall not indemnify the applicable party for acts resulting from its own gross negligence or willful misconduct.

ARTICLE III.
INTENTIONALLY OMITTED

ARTICLE IV.
PAYMENTS AND PREPAYMENTS

4.1. Prepayments.

(a) Voluntary Prepayments. The Borrower may, at any time and from time to time, prepay the Loans, in part or in their entirety, subject to the following limitations. The Borrower shall give at least three (3) Business Days prior written notice to the Administrative Agent (which the Administrative Agent shall promptly transmit to each Lender) of any prepayment in the entirety to be made prior to the occurrence of an Event of Default, which notice of prepayment shall specify the date (which shall be a Business Day) of prepayment. When notice of prepayment is delivered as provided herein, the outstanding principal amount of the Loans on the prepayment date specified in such notice shall become due and payable on such prepayment date. Each voluntary partial prepayment of the Loans shall be in a minimum amount of \$1,000,000 and in integral multiples of \$500,000 in excess of that amount (or such lesser amount in the event the unpaid principal amount of any Loan is less than such minimum prepayment amount). Eurodollar Rate Loans may be prepaid in part or in their entirety only upon payment of the amounts described in Section 5.2(f). Any amounts repaid pursuant to this Agreement may not be reborrowed.

(b) No Penalty. The prepayments and payments in respect of reductions and terminations described in clause (a) of this Section 4.1 may be made without premium or penalty (except as provided in Section 5.2(f)).

(c) Mandatory Prepayment.

(i) If at any time from and after the Closing Date: (i) the Company or the Borrower merges or consolidates with another Person and the Company or Borrower, as the case may be, is not the surviving entity and does not control the management of such surviving entity, or (ii) the Company, the Borrower, any of its Affiliates or Consolidated Subsidiaries or the Management Company ceases to provide property management and leasing services to at least 80% of the total number of Projects in which the Borrower has a direct ownership interest (the date any such event shall occur being the "Prepayment Date"), the Borrower shall prepay the Loans in their entirety as if the Prepayment Date were the Term Loan Maturity Date. The Borrower shall immediately make such prepayment together with interest accrued to the date of the prepayment on the principal amount prepaid .

(ii) If the Borrower, the Company or any Subsidiary receives any Net Offering Proceeds or any Eligible Net Cash Proceeds, the Borrower shall prepay the Loans on the date such Eligible Net Offering Proceeds or Net Cash Proceeds are received as follows:

(A) 100% of the Net Offering Proceeds of any Capital Markets Transaction consisting of a convertible securities offering shall be applied to the repayment of the Term Loan;

(B) 100% of the aggregate amount of (1) the Net Offering Proceeds of all other Capital Markets Transactions (other than the convertible securities offering described in clause (A) above) and (2) the Eligible Net Cash Proceeds shall be applied to the repayment of the Term Loan; provided that the Borrower

may, at its option at any time, apply up to \$200,000,000 in the aggregate of such Net Offering Proceeds and Eligible Net Cash Proceeds to repay the outstanding loans under the Existing Revolving Credit Agreement, and amounts so applied to such repayment of loans under the Existing Revolving Credit Agreement shall not be required to be applied to the prepayment of the Loans.

In connection with the prepayment of any Loan prior to the maturity thereof, the Borrower shall also pay any applicable expenses pursuant to Section 5.2(f). Each such prepayment shall be applied to prepay ratably the Loans of the Lenders. Amounts prepaid pursuant to this Section 4.1(c) may not be reborrowed. Such prepayment shall not affect any rights and remedies that the Agents and Lenders may otherwise have hereunder.

4.2. Payments.

(a) Manner and Time of Payment. All payments of principal of and interest on the Loans and other Obligations (including, without limitation, fees and expenses) which are payable to the Administrative Agent, the Arranger or any Lender shall be made without condition or reservation of right, in immediately available funds, delivered to the Administrative Agent not later than 12:00 noon (New York time) on the date and at the place due, to such account of the Administrative Agent (or Arranger) as it may designate, for the account of the Administrative Agent, the Arranger, or such Lender, as the case may be; and funds received by the Administrative Agent (or Arranger) not later than 12:00 noon (New York time) on any given Business Day shall be credited against payment to be made that day and funds received by the Administrative Agent (or Arranger) after that time shall be deemed to have been paid on the next succeeding Business Day. Payments actually received by the Administrative Agent for the account of the Lenders, or any of them, shall be paid to them by the Administrative Agent promptly after receipt thereof.

(b) Apportionment of Payments. (i) Subject to the provisions of Section 4.2(b)(iv), all payments of principal and interest in respect of outstanding Loans, all payments of fees and all other payments in respect of any other Obligations, shall be allocated among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein. Subject to the provisions of Section 4.2(b)(ii), all such payments and any other amounts received by the Administrative Agent from or for the benefit of the Borrower shall be applied in the following order:

(A) to pay principal of and interest on any portion of the Loans which the Administrative Agent may have advanced on behalf of any Lender other than CNAI for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower;

(B) to pay all other Obligations then due and payable,
and

(C) as the Borrower so designates.

Unless otherwise designated by the Borrower, all principal payments in respect of its Loans shall be applied first, to repay its outstanding Base Rate Loans, and then to repay its outstanding Eurodollar Rate Loans with those Eurodollar Rate Loans which have earlier expiring Eurodollar Interest Periods being repaid prior to those which have later expiring Eurodollar Interest Periods.

(ii) After the occurrence of an Event of Default and while the same is continuing which results in an acceleration of the Obligations in accordance with Section 11.2, the Administrative Agent shall apply all payments in respect of any Obligations in the following order:

(A) first, to pay principal of and interest on any portion of the Loans which the Administrative Agent may have advanced on behalf of any Lender other than CNAI for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower;

(B) second, to pay Obligations in respect of any fees, expense reimbursements or indemnities then due to the Administrative Agent;

(C) third, to pay Obligations in respect of any fees, expense reimbursements or indemnities then due to the Lenders;

(D) fourth, to pay interest due in respect of Loans;

(E) fifth, to the ratable payment or prepayment of principal outstanding on Loans; and

(F) sixth, to the ratable payment of all other Obligations.

The order of priority set forth in this Section 4.2(b)(ii) and the related provisions of this Agreement are set forth solely to determine the rights and priorities of the Administrative Agent and the Lenders as among themselves. The order of priority set forth in clauses (A) and (B) of this Section 4.2(b)(ii) may be changed only with the prior written consent of the Administrative Agent.

(iii) Subject to Section 4.2(b)(iv), the Administrative Agent shall promptly distribute to the Arranger and each Lender at its primary address set forth on Schedule LC hereto or as set forth in the Assignment and Acceptance by which it became a Lender, or at such other address as a Lender may request in writing, such funds as such Person may be entitled to receive, subject to the provisions of Article XII; provided that the Administrative Agent shall under no circumstances be bound to inquire into or determine the validity, scope or priority of any interest or entitlement of any Lender and may suspend all payments or seek appropriate relief (including, without limitation, instructions from the Requisite Lenders or an action in the nature of interpleader) in the event of any doubt or dispute as to any apportionment or distribution contemplated hereby.

(iv) In the event that any Lender fails to fund its Pro Rata Share of the Term Loan which such Lender is obligated to fund under the terms of this Agreement (the funded portion of the Term Loan being hereinafter referred to as a "Non Pro Rata Loan"), until the earlier of such Lender's cure of such failure and the termination of the Term Loan Commitments, the proceeds of all amounts thereafter repaid to the Administrative Agent by the Borrower and otherwise required to be applied to such Lender's share of all other Obligations pursuant to the terms of this Agreement shall be advanced to the Borrower by the Administrative Agent on behalf of such Lender to cure, in full or in part, such failure by such Lender, but shall nevertheless be deemed to have

been paid to such Lender in satisfaction of such other Obligations. Notwithstanding anything in this Agreement to the contrary:

(A) the foregoing provisions of this Section 4.2(b)(iv) shall apply only with respect to the proceeds of payments of Obligations and shall not affect the conversion or continuation of Loans pursuant to Section 5.1(c);

(B) a Lender shall be deemed to have cured its failure to fund its Pro Rata Share of the Term Loan at such time as an amount equal to such Lender's original Pro Rata Share of the requested principal portion of the Term Loan is fully funded to the Borrower, whether made by such Lender itself or by operation of the terms of this Section 4.2(b)(iv), and whether or not the Non Pro Rata Loan with respect thereto has been repaid, converted or continued; and

(C) regardless of whether or not an Event of Default has occurred or is continuing, and notwithstanding the instructions of the Borrower as to its desired application, all repayments of principal which, in accordance with the other terms of this Section 4.2, would be applied to its outstanding Base Rate Loans shall be applied first, ratably to its Base Rate Loans constituting Non Pro Rata Loans and second, ratably to its Base Rate Loans other than those constituting Non Pro Rata Loans.

(c) Payments on Non-Business Days. Whenever any payment to be made by the Borrower hereunder or under the Notes is stated to be due on a day which is not a Business Day, the payment shall instead be due on the next succeeding Business Day (or, as set forth in Section 5.2(b)(iii), the next preceding Business Day).

4.3. Promise to Repay; Evidence of Indebtedness.

(a) Promise to Repay. The Borrower hereby agrees to pay when due, without setoff or counterclaim, the principal amount of the Term Loan which is made to it, and further agrees to pay all unpaid interest accrued thereon, in accordance with the terms of this Agreement and the Notes. The Borrower shall execute and deliver to each Lender on or prior to the Closing Date, a promissory note, in the form of Exhibit B attached hereto with blanks appropriately completed, evidencing the Term Loans and thereafter shall execute and deliver such other promissory notes as are necessary to evidence the Term Loans made to it owing to the Lenders after giving effect to any assignment thereof pursuant to Section 14.1, all in the form of Exhibit B attached hereto with blanks appropriately completed (all such promissory notes and all amendments thereto, replacements thereof and substitutions therefor being collectively referred to as the "Notes"; and "Note" means any one of the Notes).

(b) Loan Account. Each Lender shall maintain in accordance with its usual practice an account or accounts (a "Loan Account") evidencing the Indebtedness of the Borrower to such Lender from time to time, including the amount of principal and interest payable and paid to such Lender from time to time hereunder and under the Notes.

(c) Control Account. The Register maintained by the Administrative Agent pursuant to Section 14.1(c) shall include a control account, and a subsidiary account for each Lender, in which accounts (taken together) shall be recorded (i) the date and amount of the Loans made hereunder, any conversion or continuation of the Loans, including the type of Loan and any

Eurodollar Interest Period applicable thereto, (ii) the effective date and amount of each Assignment and Acceptance delivered to and accepted by it and the parties thereto, (iii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder or under the Notes and (iv) the amount of any sum received by the Administrative Agent from the Borrower hereunder and each Lender's share thereof.

(d) Entries Binding. The entries made in the Register and each Loan Account shall be conclusive and binding for all purposes, absent manifest error.

(e) No Recourse. Notwithstanding anything contained in this Agreement, any Note, or the Guaranties to the contrary, it is expressly understood and agreed that nothing herein or therein shall be construed as creating any liability on any Limited Partner, or any partner, officer, shareholder or director of any Limited Partner or any officer, trustee, member, director, or employee of the Borrower or any Guarantor, to pay any of the Obligations other than liability arising under applicable law from or in connection with (i) its own fraud or (ii) the misappropriation or misapplication by it of proceeds of the Loans; but nothing contained in this Section 4.3(e) shall be construed to prevent the exercise of any remedy allowed to the Administrative Agent, the Arranger or the Lenders by law or by the terms of this Agreement or the other Loan Documents which does not relate to or result in such an obligation by any Limited Partner or such other Persons to pay money.

ARTICLE V. INTEREST AND FEES

5.1. Interest on the Loans and other Obligations.

(a) Rate of Interest. All Loans and the outstanding principal balance of all other Obligations shall bear interest on the unpaid principal amount thereof from the Funding Date and such other Obligations are due and payable until paid in full, except as otherwise provided in Section 5.1(d), as follows:

(i) If a Base Rate Loan or such other Obligation, at a rate per annum equal to the sum of (A) the Base Rate, as in effect from time to time as interest accrues, plus (B) the then Applicable Margin for Base Rate Loans; and

(ii) If a Eurodollar Rate Loan, at a rate per annum equal to the sum of (A) the Eurodollar Rate determined for the applicable Eurodollar Interest Period, plus (B) the then Applicable Margin for Eurodollar Loans.

The applicable basis for determining the rate of interest on the Loans shall be selected by the Borrower at the time the Notice of Borrowing or a Notice of Conversion/Continuation is delivered by the Borrower to the Administrative Agent; provided, however, the Borrower may not select the Eurodollar Rate as the applicable basis for determining the rate of interest on such a Loan if at the time of such selection an Event of Default has occurred and is continuing or if Eurodollar Rate Loans are not available pursuant to Section 5.2(d) or (e). If on any day any Loan is outstanding with respect to which notice has not been timely delivered to the Administrative Agent in accordance with the terms of this Agreement specifying the basis for determining the rate of interest on that day, then for that day interest on that Loan shall be determined by reference to the Base Rate.

(b) Interest Payments. (i) Interest accrued on each Loan, whether a Base Rate Loan or a Eurodollar Loan shall be calculated on the last day of each calendar month and shall be payable in arrears (A) on the first day of each calendar month, commencing on the first such day following the Funding Date, (B) upon the payment or prepayment thereof in full or in part, and (C) if not theretofore paid in full, at maturity (whether by acceleration or otherwise) of the Loan.

(ii) Interest accrued on the principal balance of all other Obligations shall be calculated on the last day of each calendar month and shall be payable in arrears (A) on the first (1st) Business Day of each calendar month, commencing on the first such day following the incurrence of such Obligation, (B) upon repayment thereof in full or in part, and (C) if not theretofore paid in full, at the time such other Obligation becomes due and payable (whether by acceleration or otherwise).

(c) Conversion or Continuation. (i) The Borrower shall have the option (A) to convert at any time all or any part of outstanding Base Rate Loans to Eurodollar Rate Loans; (B) to convert all or any part of outstanding Eurodollar Rate Loans having Eurodollar Interest Periods which expire on the same date to Base Rate Loans on such expiration date; or (C) to continue all or any part of outstanding Eurodollar Rate Loans having Eurodollar Interest Periods which expire on the same date as Eurodollar Rate Loans, and the succeeding Eurodollar Interest Period of such continued Loans shall commence on such expiration date; provided, however, no such outstanding Loan may be continued as, or be converted into, a Eurodollar Rate Loan (i) if the continuation of, or the conversion into, would violate any of the provisions of Section 5.2 or (ii) if an Event of Default has occurred and is continuing. Any conversion into or continuation of Eurodollar Rate Loans under this Section 5.1(c) shall be in a minimum amount of \$3,000,000 and in integral multiples of \$500,000 in excess of that amount, except in the case of a conversion into or a continuation of the entire Borrowing of Non Pro Rata Loans.

(ii) To convert or continue a Loan under Section 5.1(c)(i), the Borrower shall deliver a Notice of Conversion/Continuation to the Administrative Agent no later than 11:00 a.m. (New York time) at least three (3) Business Days in advance of the proposed conversion/continuation date. A Notice of Conversion/Continuation shall specify (A) the proposed conversion/continuation date (which shall be a Business Day), (B) the principal amount of the Loan to be converted/continued, (C) whether such Loan shall be converted and/or continued, and (D) in the case of a conversion to, or continuation of, a Eurodollar Rate Loan, the requested Eurodollar Interest Period. Promptly after receipt of a Notice of Conversion/Continuation under this Section 5.1(c)(ii), the Administrative Agent shall notify each Lender by facsimile transmission, or other similar written form of transmission, of the proposed conversion/continuation. Any Notice of Conversion/Continuation for conversion to, or continuation of, a Loan (or telephonic notice in lieu thereof) given pursuant to this Section 5.1(c)(ii) shall be irrevocable, and the Borrower shall be bound to convert or continue in accordance therewith. In the event no Notice of Conversion/Continuation is delivered as and when specified in this Section 5.1(c)(ii) with respect to outstanding Eurodollar Rate Loans, upon the expiration of the Eurodollar Interest Period applicable thereto, such Loans shall automatically be converted to a Base Rate Loan.

(d) Default Interest. Notwithstanding the rates of interest specified in Section 5.1(a) or elsewhere in this Agreement, effective immediately upon the occurrence of an Event of Default, and for as long thereafter as such Event of Default shall be continuing, the principal balance of the Loans and other Obligations shall bear interest at a rate equal to (A) in

the case of any Eurodollar Rate Loans outstanding as of the date of occurrence of any Event of Default, the sum of (x) the applicable Eurodollar Rate, plus (y) six percent (6.0%) per annum, and (B) in the case of any Base Rate Loan (including any Eurodollar Loan that is converted to a Base Rate Loan at maturity) the sum of (x) the Base Rate, as in effect from time to time as interest accrues, plus (y) five percent (5.0%) per annum.

(e) Computation of Interest. Interest on all obligations shall be computed on the basis of the actual number of days elapsed in the period during which interest accrues and a year of 360 days. In computing interest on any Loan, the Funding Date or the first day of a Eurodollar Interest Period, as the case may be, shall be included and the date of payment or the expiration date of a Eurodollar Interest Period, as the case may be, shall be excluded.

(f) Eurodollar Rate Information. Upon the request of the Borrower, the Administrative Agent shall promptly provide to the Borrower such information with respect to the applicable Eurodollar Rate as may be so requested.

5.2. Special Provisions Governing Eurodollar Rate Loans.

(a) Amount of Eurodollar Rate Loans. Each Eurodollar Rate Loan shall be in a minimum principal amount of \$3,000,000 and in integral multiples of \$500,000 in excess of that amount.

(b) Determination of Eurodollar Interest Period. By giving notice as set forth in Section 5.1(c), the Borrower shall have the option, subject to the other provisions of this Section 5.2, to select an interest period (each, a "Eurodollar Interest Period") to apply to the Loans described in such notice, subject to the following provisions:

(i) The Borrower may only select a Eurodollar Interest Period of one, two, or three months in duration;

(ii) In the case of immediately successive Eurodollar Interest Periods, each successive Eurodollar Interest Period shall commence on the day on which the next preceding Eurodollar Interest Period expires;

(iii) If any Eurodollar Interest Period would otherwise expire on a day which is not a Business Day, such Eurodollar Interest Period shall be extended to expire on the next succeeding Business Day if the next succeeding Business Day occurs in the same calendar month, and if there will be no succeeding Business Day in such calendar month, such Eurodollar Interest Period shall expire on the immediately preceding Business Day;

(iv) The Borrower may not select a Eurodollar Interest Period as to any Loan if such Eurodollar Interest Period terminates later than the Term Loan Maturity Date;

(v) The Borrower may not select a Eurodollar Interest Period with respect to any portion of principal of a Loan which extends beyond a date on which the Borrower is required to make a scheduled payment of such portion of principal of which the Borrower is aware on the date of such request, in the case of a payment pursuant to Section 4.1(c) hereof; and

(vi) There shall be no more than ten (10) Eurodollar Interest Periods in effect at any time with respect to Eurodollar Rate Loans.

(c) Determination of Eurodollar Interest Rate. As soon as practicable on the second Business Day prior to the first day of each Eurodollar Interest Period (the "Eurodollar Interest Rate Determination Date"), the Administrative Agent shall determine (pursuant to the procedures set forth in the definition of "Eurodollar Rate") the interest rate which shall apply to the Eurodollar Rate Loans for which an interest rate is then being determined for the applicable Eurodollar Interest Period and shall promptly give notice thereof (in writing or by telephone or by facsimile confirmed in writing) to the Borrower and to each Lender. The Administrative Agent's determination shall be presumed to be correct, absent manifest error, and shall be binding upon the Borrower.

(d) Interest Rate Unascertainable, Inadequate or Unfair. In the event that at least one (1) Business Day before any Eurodollar Interest Rate Determination Date:

(i) the Administrative Agent is advised by the Reference Bank that deposits in Dollars (in the applicable amounts) are not being offered by the Reference Bank in the London interbank market for such Eurodollar Interest Period;

(ii) the Administrative Agent determines that adequate and fair means do not exist for ascertaining the applicable interest rates by reference to which the Eurodollar Rate then being determined is to be fixed; or

(iii) the Requisite Lenders advise the Administrative Agent that the Eurodollar Rate for Eurodollar Rate Loans to be continued or converted will not adequately reflect the cost to such Requisite Lenders of obtaining funds in Dollars in the London interbank market in an amount substantially equal to such Lenders' Eurodollar Rate Loans in Dollars and for a period equal to such Eurodollar Interest Period;

then the Administrative Agent shall forthwith give notice thereof to the Borrower and the Lenders, whereupon (until the Administrative Agent notifies the Borrower that the circumstances giving rise to such suspension no longer exist) the right of the Borrower to elect to have Loans bear interest based upon the Eurodollar Rate shall be suspended and each outstanding Eurodollar Rate Loan shall be converted into a Base Rate Loan on the last day of the then current Eurodollar Interest Period therefor, notwithstanding any prior election by the Borrower to the contrary.

(e) Illegality. (i) If at any time any Lender determines (which determination shall, absent manifest error, be final and conclusive and binding upon all parties) that the making or continuation of any Eurodollar Rate Loan has become unlawful or impermissible by compliance by that Lender with any law, governmental rule, regulation or order of any Governmental Authority (whether or not having the force of law and whether or not failure to comply therewith would be unlawful or would result in costs or penalties), then, and in any such event, such Lender may give notice of that determination, in writing, to the Borrower and the Administrative Agent, and the Administrative Agent shall promptly transmit the notice to each other Lender.

(ii) When notice is given by a Lender under Section 5.2(e)(i), (A) the Borrower's right to request from such Lender and such Lender's obligation, if any, to make Eurodollar Rate Loans to the Borrower shall be immediately suspended, and (B) if

the affected Eurodollar Rate Loan or Loans are then outstanding, the Borrower shall immediately, or if permitted by applicable law, no later than the date permitted thereby, upon at least one (1) Business Day's prior written notice to the Administrative Agent and the affected Lender, convert each such Loan into a Base Rate Loan.

(iii) If at any time after a Lender gives notice under Section 5.2(e)(i) such Lender determines that it may lawfully make Eurodollar Rate Loans, such Lender shall promptly give notice of that determination, in writing, to the Borrower and the Administrative Agent, and the Administrative Agent shall promptly transmit the notice to each other Lender. The Borrower's right to request, and such Lender's obligation, if any, to make Eurodollar Rate Loans to the Borrower shall thereupon be restored.

(f) Compensation. In addition to all amounts required to be paid by the Borrower pursuant to Section 5.1 and Article XIII, the Borrower shall compensate each Lender, upon demand, for all losses, expenses and liabilities (including, without limitation, any loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Lender's Eurodollar Rate Loans or to the Borrower, but excluding any loss of Applicable Margin on the relevant Loans) which that Lender may sustain (i) if for any reason a conversion into or continuation of Eurodollar Rate Loans does not occur on a date specified therefor in a Notice of Conversion/Continuation given by the Borrower or in a telephonic request by it for conversion/continuation or a successive Eurodollar Interest Period does not commence after notice therefor is given pursuant to Section 5.1(c), other than pursuant to Sections 5.2(d) or (e), or (ii) if for any reason any Eurodollar Rate Loan is prepaid (other than pursuant to Section 5.2(d) or (e)) or converted on a date which is not the last day of the applicable Eurodollar Interest Period or (iii) as a consequence of any failure by the Borrower to repay a Eurodollar Rate Loan when required by the terms of this Agreement. The Lender making demand for such compensation shall deliver to the Borrower concurrently with such demand a written statement in reasonable detail as to such losses, expenses and liabilities, and this statement shall be conclusive as to the amount of compensation due to that Lender, absent manifest error.

(g) Booking of Eurodollar Rate Loans. Any Lender may make, carry or transfer Eurodollar Rate Loans at, to, or for the account of, its Eurodollar Lending Office or Eurodollar Affiliate or its other offices or Affiliates. No Lender shall be entitled, however, to receive any greater amount under Sections 4.2 or 5.2(f) or Article XIII as a result of the transfer of any such Eurodollar Rate Loan to any office (other than such Eurodollar Lending Office) or any Affiliate (other than such Eurodollar Affiliate) than such Lender would have been entitled to receive immediately prior thereto, unless (i) the transfer occurred at a time when circumstances giving rise to the claim for such greater amount did not exist and (ii) such claim would have arisen even if such transfer had not occurred.

(h) Affiliates Not Obligated. No Eurodollar Affiliate or other Affiliate of any Lender shall be deemed a party to this Agreement or shall have any liability or obligation under this Agreement.

(i) Adjusted Eurodollar Rate. Any failure by any Lender to take into account the Eurodollar Reserve Percentage when calculating interest due on Eurodollar Rate Loans shall not constitute, whether by course of dealing or otherwise, a waiver by such Lender of its right to collect such amount for any future period.

(j) Application of Mandatory Prepayments. The principal amount of any mandatory prepayment pursuant to Section 4.1(c) hereof, shall be applied, first, to the outstanding Base Rate Loans and then, to the outstanding Eurodollar Rate Loans. Unless the Borrower otherwise pays breakage costs in accordance with Section 5.2(f), the Administrative Agent shall hold such principal amounts allocated for prepayment of Eurodollar Rate Loans until the end of the applicable Eurodollar Interest Periods) and, during the interim period, shall invest said sums in Cash Equivalents. Interest earned thereon shall be forwarded to the Borrower upon the payment of the Eurodollar Rate Loans at the end of said Eurodollar Interest Period. Interest shall continue to accrue on the principal amount of such Eurodollar Rate Loans until so paid.

5.3. Fees.

(a) Upfront Fee. The Borrower shall pay to the Administrative Agent, for the Administrative Agent's own account, an upfront fee as provided in the Letter Agreement.

(b) Calculation and Payment of Fees. All fees shall be calculated on the basis of the actual number of days elapsed in a 360-day year. All fees shall be payable in addition to, and not in lieu of, interest, compensation, expense reimbursements, indemnification and other Obligations. Fees shall be payable to the Administrative Agent at its office in New York, New York in immediately available funds unless otherwise set forth herein. All fees shall be fully earned and nonrefundable when paid. All fees due to the Arranger or any Lender, shall bear interest, if not paid when due, at the interest rate specified in Section 5.1(d) and shall constitute Obligations.

ARTICLE VI. CONDITIONS TO LOANS

6.1. Conditions Precedent to the Loans. The obligation of each Lender on the Funding Date to make the Term Loan requested to be made by it shall be subject to the satisfaction of all of the following conditions precedent:

(a) Documents. The Administrative Agent shall have received on or before the Funding Date all of the following:

(i) this Agreement, the Notes, and, to the extent not otherwise specifically referenced in this Section 6.1(a), all other Loan Documents and agreements, documents and instruments described in the List of Closing Documents attached hereto as Exhibit E and made a part hereof, each duly executed, and in form and substance satisfactory to the Agents; without limiting the foregoing, the Borrower hereby directs its counsel, Fried Frank Harris Shriver & Jacobson LLP to prepare and deliver to the Agents, the Lenders, and Bingham McCutchen LLP the legal opinions referred to in such List of Closing Documents; and

(ii) such additional documentation as the Agents may reasonably request.

(b) No Legal Impediments. No law, regulation, order, judgment or decree of any Governmental Authority shall, and the Administrative Agent shall not have received any

notice that litigation is pending or threatened which is likely to (i) enjoin, prohibit or restrain the making of the Term Loan on the Funding Date or (ii) impose or result in the imposition of a Material Adverse Effect.

(c) No Change in Condition. No change in the business, assets, management, operations, financial condition or prospects of the Borrower or any of its Properties shall have occurred since December 31, 2004 which change, in the judgment of the Administrative Agent, will have a Material Adverse Effect.

(d) Interim Liabilities and Equity. Except as disclosed to the Arranger and the Lenders, or as permitted under the Existing Revolving Credit Agreement (including as set forth on Schedule 6.1(d) thereto), since December 31, 2004, neither the Borrower nor the Company shall have (i) entered into any (as determined in good faith by the Administrative Agent) commitment or transaction, including, without limitation, transactions for borrowings and capital expenditures, which are not in the ordinary course of the Borrower's business, (ii) declared or paid any dividends or other distributions other than in the ordinary course of business, (iii) established compensation or employee benefit plans, or (iv) redeemed or issued any equity Securities.

(e) No Loss of Material Agreements and Licenses. Since December 31, 2004, no agreement or license relating to the business, operations or employee relations of the Borrower or any of its Real Properties shall have been terminated, modified, revoked, breached or declared to be in default, the termination, modification, revocation, breach or default under which, in the reasonable judgment of the Administrative Agent, would result in a Material Adverse Effect.

(f) No Market Changes. Since the Closing Date no material adverse change shall have occurred in the conditions in the capital markets.

(g) No Default. No Event of Default or Potential Event of Default shall have occurred and be continuing or would result from the making of the Loans.

(h) Representations and Warranties. As of the Funding Date, both before and after giving effect to the Loans, all of the representations and warranties of the Borrower contained in Sections 7.1, 9.12(b) and 9.14 and all of the representations of the Borrower and the Guarantors in any other Loan Document (other than representations and warranties which expressly speak as of a different date) shall be true and correct in all material respects.

(i) Fees and Expenses Paid. There shall have been paid to the Administrative Agent, for the accounts of the Agents and the Lenders, as applicable, all fees due and payable on or before the Funding Date and all expenses due and payable on or before the Funding Date, including, without limitation, reasonable attorneys' fees and expenses, and other costs and expenses incurred in connection with the Loan Documents.

(j) No Legal Impediments. No law, regulation, order, judgment or decree of any Governmental Authority shall, and the Administrative Agent shall not have received from such Lender notice that, in the reasonable judgment of such Lender, litigation is pending or threatened which is likely to, enjoin, prohibit or restrain such Lender's making of the Loan.

(k) Acquisition. The Administrative Agent shall receive evidence satisfactory to it of the closing of the Acquisition substantially concurrently with the funding of the Term Loan on the Closing Date.

ARTICLE VII.
REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of the Borrower. In order to induce the Lenders to enter into this Agreement and to make the Loans and the other financial accommodations to the Borrower described herein, the Borrower hereby represents and warrants to each Lender that the following statements are true, correct and complete:

(a) Organization; Powers. (i) The Borrower (A) is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware, (B) is duly qualified to do business and is in good standing under the laws of each jurisdiction in which failure to be so qualified and in good standing will have a Material Adverse Effect, (C) has all requisite power and authority to own, operate and encumber its Property and to conduct its business as presently conducted and as proposed to be conducted in connection with and following the consummation of the transactions contemplated by this Agreement, and (D) is a partnership for federal income tax purposes.

(ii) The Company (A) is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland, (B) is duly authorized and qualified to do business and is in good standing under the laws of each jurisdiction in which failure to be so qualified and in good standing will have a Material Adverse Effect, and (C) has all requisite corporate power and authority to own, operate and encumber its Property and to conduct its business as presently conducted.

(iii) True, correct and complete copies of the Organizational Documents of the Borrower and the Company identified on Schedule 7.1-A have been delivered to Administrative Agent, each of which is in full force and effect, has not been modified or amended except to the extent set forth or indicated therein or as otherwise permitted hereby and, to the best of the Borrower's knowledge, there are no defaults under such Organizational Documents and no events which, with the passage of time or giving of notice or both, would constitute a default under such Organizational Documents. Borrower shall update Schedule 7.1-A from time to time in order to keep said Schedule true and correct.

(iv) Neither the Borrower nor the Company is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

(b) Authority. (i) The Company has the requisite power and authority to execute and deliver this Agreement on behalf of the Borrower and each of the other Loan Documents which are required to be executed on behalf of the Borrower as required by this Agreement. The Company is the Person who has executed this Agreement and such other Loan Documents on behalf of the Borrower and is the sole general partner of the Borrower.

(ii) The execution, delivery and performance of each of the Loan Documents which must be executed in connection with this Agreement by the Borrower and to which the Borrower is a party and the consummation of the transactions contemplated thereby are within the Borrower's partnership powers, have been duly authorized by all necessary partnership action

(and, in the case of the Company acting on behalf of the Borrower in connection therewith, all necessary corporate action of the Company) and such authorization has not been rescinded. No other partnership or corporate action or proceedings on the part of the Borrower or the Company is necessary to consummate such transactions.

(iii) Each of the Loan Documents to which the Borrower is a party has been duly executed and delivered on behalf of the Borrower and constitutes the Borrower's legal, valid and binding obligation, enforceable against the Borrower in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by general principles of equity regardless of whether enforcement is considered in a proceeding at law or in equity. Each of the Loan Documents to which Borrower is a party is in full force and effect and all the terms, provisions, agreements and conditions set forth therein and required to be performed or complied with by the Company, the Borrower and the Borrower's Subsidiaries on or before the Funding Date have been performed or complied with, and no Potential Event of Default or Event of Default exists.

(c) Subsidiaries; Ownership of Capital Stock and Partnership Interests. (i) Schedule 7.1-C (A) contains a diagram indicating the corporate structure of the Company, the Borrower and any other Person in which the Company or the Borrower holds a direct or indirect partnership, joint venture or other equity interest indicating the nature of such interest with respect to each Person included in such diagram; and (B) accurately sets forth (1) the correct legal name of such Person, the jurisdiction of its incorporation or organization and the jurisdictions in which it is qualified to transact business as a foreign corporation, or otherwise, and (2) the authorized, issued and outstanding shares or interests of each class of equity Securities of the Company, the Borrower and the Subsidiaries of the Borrower, and (3) the ownership interest of the Borrower, the Company and the Subsidiaries of the Borrower in all Joint Ventures. None of such issued and outstanding Securities is subject to any vesting, redemption, or repurchase agreement, and there are no warrants or options (other than Permitted Securities options) outstanding with respect to such Securities, except as noted on Schedule 7.1-C. The outstanding Capital Stock of the Company is duly authorized, validly issued, fully paid and nonassessable and the outstanding Securities of the Borrower and its Subsidiaries are duly authorized and validly issued. Attached hereto as part of Schedule 7.1-C is a true, accurate and complete copy of the Borrower Partnership Agreement as in effect on the Closing Date and the Borrower Partnership Agreement has not been amended, supplemented, replaced, restated or otherwise modified in any respect since the Closing Date, except as otherwise permitted hereby. Borrower shall update Schedule 7.1-C as of the first day of each fiscal quarter, and shall deliver the same together with the Quarterly Compliance Certificates, to the extent required, in order to keep said Schedule true and correct.

(ii) Except where failure would not have a Material Adverse Effect, each of the Subsidiaries of the Borrower: (A) is a corporation, limited liability company or partnership, as indicated on Schedule 7.1-C, duly organized or formed, validly existing and, if applicable, in good standing under the laws of the jurisdiction of its organization, (B) is duly qualified to do business and, if applicable, is in good standing under the laws of each jurisdiction in which failure to be so qualified and in good standing would have a Material Adverse Effect, and (C) has all requisite power and authority to own, operate and encumber its Property and to conduct its business as presently conducted and as proposed to be conducted hereafter.

(iii) As to each Guarantor, a provision similar, as applicable to (a), (b) and (c) above shall be included in each such Subsidiary's Guaranty, and the Borrower shall be deemed to make for itself and on behalf of such Subsidiary a representation as to such provisions.

(d) No Conflict. The execution, delivery and performance of each of the Loan Documents to which the Borrower, the Company or any Guarantor is a party, and the consummation of the transactions expressly contemplated thereby respectively, do not and will not (i) conflict with the Organizational Documents of the Borrower, the Company or any Guarantor, (ii) conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under any Requirement of Law or material Contractual Obligation of the Borrower, the Company or any Guarantor, or require termination of any such material Contractual Obligation which would subject the Administrative Agent or any of the other Lenders to any liability, (iii) result in or require the creation or imposition of any Lien whatsoever upon any of the Property or assets of the Borrower, the Company or any Guarantor, or (iv) require any approval of shareholders of the Company (other than such approvals that have been obtained and are in full force and effect).

(e) Governmental Consents. The execution, delivery and performance of each of the Loan Documents to which the Borrower, the Company or any Guarantor is a party and the consummation of the transactions expressly contemplated thereby do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by any Governmental Authority, except filings, consents or notices which have been made, obtained or given.

(f) Governmental Regulation. None of the Borrower, the Company or the Guarantors is subject to regulation under the Public Utility Holding Company Act of 1935, the Federal Power Act, the Interstate Commerce Act, or the Investment Company Act of 1940, or any other federal or state statute or regulation which limits its ability to incur indebtedness as contemplated by this Agreement.

(g) Financial Position. Complete and accurate copies of the following financial statements and materials have been delivered to the Administrative Agent: annual unaudited financial statements of the Borrower, annual audited financial statements of the Company for the fiscal year ended December 31, 2004 and unaudited financial statements of the Company for the fiscal quarter ended March 31, 2005. All annual financial statements of the Borrower shall be accompanied by an Officer's Certificate of the Borrower, and shall be certified by the Chief Financial Officer of the Borrower as fairly presenting in all material respects the financial position of the Borrower. All financial statements included in such materials were prepared in all material respects in conformity with GAAP, except as otherwise noted therein, and fairly present in all material respects the respective consolidated financial positions as of the date referred to therein, and the consolidated results of operations and cash flows for each of the periods covered thereby of the Borrower and the Company. Neither the Borrower nor the Company has any Contingent Obligation, contingent liability or liability for any taxes, long-term leases or commitments not reflected in its financial statements delivered to the Administrative Agent on or prior to the Closing Date or otherwise disclosed to the Administrative Agent and the Lenders in writing on or prior to the Closing Date, which will have a Material Adverse Effect.

(h) Indebtedness. Schedule 7.1-H sets forth, as of March 31, 2005, all Indebtedness for borrowed money of each of the Borrower, the Company and their respective Subsidiaries and, except as set forth on Schedule 7.1-H, there are no defaults in the payment of

principal of or interest on any such Indebtedness and no payments thereunder have been deferred or extended beyond their stated maturity and there has been no material change in the type or amount of such Indebtedness (except for the repayment of certain Indebtedness) since March 31, 2005.

(i) Litigation; Adverse Effects. Except as set forth in Schedule 7.1-I, as of the Closing Date, there is no action, suit, proceeding, investigation or arbitration before or by any Governmental Authority or private arbitrator pending or, to the knowledge of the Borrower, threatened against the Company, the Borrower or any of their respective Subsidiaries, or any Property of any of them (i) challenging the validity or the enforceability of any of the Loan Documents, (ii) which is reasonably likely to result in any Material Adverse Effect, or (iii) under the Racketeering Influenced and Corrupt Organizations Act or any similar federal or state statute where such Person is a defendant in a criminal indictment that provides for the forfeiture of assets to any Governmental Authority as a potential criminal penalty. There is no material loss contingency within the meaning of GAAP which has not been reflected in the consolidated financial statements of the Company and the Borrower. None of the Company, the Borrower or any Subsidiary of the Borrower is (A) in violation of any applicable Requirements of Law which violation will have or is reasonably likely to have a Material Adverse Effect, or (B) in default with respect to any final judgment, writ, injunction, restraining order or order of any nature, decree, rule or regulation of any court or Governmental Authority which will have a Material Adverse Effect.

(j) No Material Adverse Effect. Since December 31, 2004, there has occurred no event which has had a Material Adverse Effect.

(k) Intentionally Omitted.

(l) Payment of Taxes. All material tax returns, reports and similar statements or filings of the Company, the Borrower and their respective Subsidiaries required to be filed have been timely filed (or extensions to file have been obtained), and, except for Customary Permitted Liens, all material taxes, assessments, fees and other charges of Governmental Authorities thereupon and upon or relating to their respective Properties, assets, receipts, sales, use, payroll, employment, income, licenses and franchises which are shown in such returns or reports to be due and payable have been paid, except to the extent (i) such taxes, assessments, fees and other charges of Governmental Authorities are being contested in good faith by an appropriate proceeding diligently pursued as permitted by the terms of Section 9.4 and (ii) such taxes, assessments, fees and other charges of Governmental Authorities pertain to Property of the Borrower or any of its Subsidiaries and the non-payment of the amounts thereof would not, individually or in the aggregate, result in a Material Adverse Effect. All other material taxes (including, without limitation, real estate taxes), assessments, fees and other governmental charges upon or relating to the respective Properties of the Borrower and its Subsidiaries which are due and payable have been paid, except for Customary Permitted Liens and except to the extent described in clauses (i) and (ii) hereinabove. The Borrower has no knowledge of any proposed tax assessment against the Borrower, any of its Subsidiaries, or any of the Projects that will have or is reasonably likely to have a Material Adverse Effect.

(m) Performance. To the knowledge of the Borrower, neither the Company, the Borrower nor any of their Subsidiaries has received any written notice or citation, nor has actual knowledge, that (i) it is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Contractual Obligation applicable to it,

or (ii) any condition exists which, with the giving of notice or the lapse of time or both, would constitute a default with respect to any such Contractual Obligation; in each case, except where such default or defaults, if any, will not have a Material Adverse Effect.

(n) Disclosure. The representations and warranties of the Borrower and the Guarantors contained in the Loan Documents, and all certificates and other documents delivered to the Administrative Agent or any Lender pursuant to the terms thereof, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, taken as a whole, not misleading. Notwithstanding the foregoing, the Lenders acknowledge that the Borrower shall not have liability under this clause (n) with respect to its projections of future events or for any financial projections. (o) Requirements of Law. Each of the Borrower and each of its Subsidiaries is in compliance with all Requirements of Law applicable to it and its respective businesses and Properties, in each case where the failure to so comply individually or in the aggregate will have a Material Adverse Effect.

(p) Environmental Matters.

(i) Except as disclosed on Schedule 7.1-P (the Borrower shall update Schedule 7.1-P as of the first day of each fiscal quarter, and deliver the same together with the Quarterly Compliance Certificates, to the extent required, in order to keep said Schedule true and correct):

(A) the operations of the Borrower, each of its Subsidiaries, and their respective Properties comply with all applicable Environmental, Health or Safety Requirements of Law, except to the extent any failure to do so would not have a Material Adverse Effect;

(B) the Borrower and each of its Subsidiaries have obtained all material environmental, health and safety Permits necessary for their respective operations, and all such Permits are in good standing and the holder of each such Permit is currently in compliance with all terms and conditions of such Permits, except to the extent any failure to do so would not have a Material Adverse Effect;

(C) to the knowledge of the Borrower, none of the Borrower, its Subsidiaries or any of their respective present or past Properties or operations are subject to or are the subject of any investigation of any Governmental Authority, judicial or administrative proceeding, order, judgment or decree, negotiations, agreement or settlement respecting (I) any Remedial Action, (II) any Claims or Liabilities and Costs arising from the Release or threatened Release of a Contaminant into the environment, or (III) any violation of or liability under any Environmental, Health or Safety Requirement of Law, except to the extent none of the foregoing would have a Material Adverse Effect;

(D) none of Borrower or any of its Subsidiaries has filed any notice under any applicable Requirement of Law (I) reporting a Release of a Contaminant; (II) indicating past or present treatment, storage or disposal of a

hazardous waste, as that term is defined under 40 C.F.R. Part 261 or any state equivalent; or (III) reporting a violation of any applicable Environmental, Health or Safety Requirement of Law with respect to any of the foregoing, the substance of which would have a Material Adverse Effect;

(E) none of the Borrower's or any of its Subsidiaries' present or past Property is listed or, to the knowledge of the Borrower, proposed for listing on the National Priorities List ("NPL") pursuant to CERCLA or on the Comprehensive Environmental Response Compensation Liability Information System List ("CERCLIS") or any similar state list of sites requiring Remedial Action;

(F) to the knowledge of the Borrower, none of the Borrower or any of its Subsidiaries has sent or directly arranged for the transport of any waste to any site listed or proposed for listing on the NPL, CERCLIS or any similar state list;

(G) to the best of the Borrower's knowledge, there is not now, and to the Borrower's knowledge there has never been, on or in any Project (I) any treatment, recycling, storage away from the site of generation or disposal of any hazardous waste, as that term is defined under 40 C.F.R. Part 261 or any state equivalent, (II) any solid waste management facility, (III) any underground storage tanks the presence or use of which is in violation of applicable Environmental, Health or Safety Requirements of Law, (IV) any asbestos-containing material which, in its present state, such Person has any reason to believe could subject such Person or its Property to Liabilities and Costs arising out of or relating to environmental, health or safety matters that would result in a Material Adverse Effect; or (V) any polychlorinated biphenyls (PCB) used in hydraulic oils, electrical transformers or other Equipment, which, in any such case, would subject the Borrower or its Subsidiaries or their respective Properties to Liabilities and Costs arising out of or relating to environmental, health or safety matters that would result in a Material Adverse Effect;

(H) to the knowledge of the Borrower, none of the Borrower or any of its Subsidiaries has received any notice or Claim to the effect that any of such Persons is or may be liable to any Person as a result of the Release or threatened Release of a Contaminant into the environment which would result in a Material Adverse Effect;

(I) none of the Borrower or any of its Subsidiaries has any contingent liability in connection with any Release or threatened Release of any Contaminants into the environment which will result in a Material Adverse Effect;

(J) no Environmental Lien has attached to any Property of the Borrower or any of its Subsidiaries (other than those otherwise permitted hereunder) or which do not constitute an Event of Default; and

(K) no Property of the Borrower or any of its Subsidiaries is subject to any Environmental Property Transfer Act, or to the extent such acts are applicable to any such Property, the Borrower and/or such Subsidiary whose Property is subject thereto has complied in all material respects with the requirements of such acts.

(q) ERISA. As of the date hereof, neither the Borrower nor any ERISA Affiliate maintains or contributes to any Benefit Plan or Multiemployer Plan other than those listed on Schedule 7.1-Q hereto. Each Plan which is intended to be qualified under Section 401(a) of the Internal Revenue Code as currently in effect has been determined by the IRS to be so qualified, and each trust related to any such Plan has been determined to be exempt from federal income tax under Section 501(a) of the Internal Revenue Code as currently in effect. Except as disclosed in Schedule 7.1-Q, neither the Borrower nor any of its Subsidiaries maintains or contributes to any employee welfare benefit plan within the meaning of Section 3(1) of ERISA that provides benefits to employees after termination of employment other than as required by Section 601 of ERISA. The Borrower and each of its Subsidiaries is in compliance in all material respects with the responsibilities, obligations and duties imposed on it by ERISA, the Internal Revenue Code and regulations promulgated thereunder with respect to all Plans. No Benefit Plan has incurred any accumulated funding deficiency (as defined in Sections 302(a)(2) of ERISA and 412 (a) of the Internal Revenue Code) whether or not waived. Neither the Borrower nor any ERISA Affiliate nor any fiduciary of any Plan which is not a Multiemployer Plan (i) has engaged in a nonexempt prohibited transaction described in Sections 406 of ERISA or 4975 of the Internal Revenue Code or (ii) has taken or failed to take any action which would constitute or result in an ERISA Termination Event. Neither the Borrower nor any ERISA Affiliate is subject to any liability under Sections 4063, 4064, or 4204 of ERISA which would have a Material Adverse Effect. Neither the Borrower nor any ERISA Affiliate is subject to any liability under Sections 4069 or 4212 (c) of ERISA or has incurred any liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due which are unpaid. Schedule B to the most recent annual report filed with the IRS with respect to each Benefit Plan has been furnished to the Administrative Agent and is complete and accurate in all material respects. Since the date of each such Schedule B, there has been no material adverse change in the funding status or financial condition of the Benefit Plan relating to such Schedule B. Neither the Borrower nor any ERISA Affiliate has (i) failed to make a required contribution or payment to a Multiemployer Plan or (ii) made a complete or partial withdrawal under Sections 4203 or 4205 of ERISA from a Multiemployer Plan which would have a Material Adverse Effect. Neither the Borrower, nor any ERISA Affiliate has failed to make a required installment or any other required payment under Section 412 of the Internal Revenue Code on or before the due date for such installment or other payment. Neither the Borrower nor any ERISA Affiliate is required to provide security to a Benefit Plan under Section 401(a)(29) of the Internal Revenue Code due to a Benefit Plan amendment that results in an increase in current liability for the plan year. Except as disclosed on Schedule 7.1-Q, which shall be updated by Borrower as of the first day of each fiscal quarter, to the extent required, neither the Borrower nor any of its Subsidiaries has, by reason of the transactions contemplated hereby, any obligation to make any payment to any employee pursuant to any Plan or existing contract or arrangement.

(r) Securities Activities. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock except as described on Schedule 7.1-R.

(s) Solvency. After giving effect to the Term Loans to be made on the Funding Date, the Acquisition, and the disbursement of the proceeds of such Term Loan pursuant to the Borrower's instructions, each of the Borrower and each Guarantor is Solvent.

(t) Insurance. Schedule 7.1-T accurately sets forth as of the Closing Date all insurance policies and programs currently in effect with respect to the respective Property and assets and business of the Borrower and its Subsidiaries, specifying for each such policy and program, (i) the amount thereof, (ii) the risks insured against thereby, (iii) the name of the insurer and each insured party thereunder, (iv) the policy or other identification number thereof, and (v) the expiration date thereof. The Borrower has delivered to the Administrative Agent certificates of insurance or other satisfactory evidence of all insurance policies set forth on Schedule 7.1-T. Such insurance policies and programs or their replacements obtained in compliance with Section 9.5 are currently in full force and effect, in compliance with the requirements of Section 9.5 hereof and provide coverage against such casualties and contingencies as are commercially reasonable and in accordance with the customary and general practices of businesses having similar operations and real estate portfolios in similar geographic areas and are in amounts, containing such terms, in such forms and for such periods as are reasonable and prudent for such businesses. Borrower shall update Schedule 7.1-T, to the extent required, in order to keep said Schedule true and correct.

(u) REIT Status. The Company qualifies as a REIT under the Internal Revenue Code.

(v) Ownership of Projects, Joint Ventures and Property. Ownership of all wholly owned Projects, Joint Ventures and other Property of the Consolidated Businesses is held by the Borrower and its Subsidiaries and is not held directly by the Company.

(w) Title to Properties. The Borrower, the Guarantors and their respective Subsidiaries that own Real Property each has good title to all of its respective Real Property purported to be owned by it, including, without limitation, that:

(a) Either (i) the Borrower or (ii) a Guarantor is the owner of or the holder of a fee or ground leasehold interest (under an Eligible Ground Lease) in the Unencumbered Projects and Unencumbered New York City Assets which are wholly-owned or ground-leased by the Borrower and the Consolidated Businesses, free from any Lien, except for Customary Permitted Liens, or preferred equity interest.

(b) The Company, the Borrower and their Consolidated Subsidiaries will, as of the Closing Date, own all of the assets as reflected in the financial statements of the Borrower and the Company described in Section 7.1(g) or acquired since the date of such financial statements (except property and assets sold or otherwise disposed of in the ordinary course of business since that date).

ARTICLE VIII. REPORTING COVENANTS

The Borrower covenants and agrees that so long as any Term Loan Commitments are outstanding and thereafter until payment in full of all of the Obligations (other than indemnities pursuant to Section 14.3 not yet due), unless the Requisite Lenders shall otherwise give prior written consent thereto:

8.1. Borrower Accounting Practices. The Borrower shall maintain, and cause each of its consolidated Subsidiaries to maintain, a system of accounting established and administered in accordance with sound business practices to permit preparation of consolidated financial statements in conformity with GAAP.

8.2. Financial Reports. The Borrower shall deliver or cause to be delivered to the Administrative Agent (with copies for each of the Lenders):

(a) Quarterly Reports.

(i) Borrower Quarterly Financial Reports. As soon as practicable, and in any event within forty-five (45) days after the end of each fiscal quarter in each Fiscal Year (other than the last fiscal quarter in each Fiscal Year), a consolidated balance sheet of the Borrower and the related consolidated statements of income and cash flow of the Borrower (to be prepared and delivered quarterly in conjunction with the other reports delivered hereunder at the end of each fiscal quarter) for each such fiscal quarter, and, in comparative form, the corresponding figures for the corresponding dates and periods of the previous Fiscal Year, certified by an Authorized Financial Officer of the Borrower as fairly presenting in all material respects the consolidated financial position of the Borrower as of the dates indicated and the consolidated results of its operations and cash flow for the months indicated in accordance with GAAP, subject to normal adjustments.

(ii) Company Quarterly Financial Reports. As soon as practicable, and in any event within forty-five (45) days after the end of each fiscal quarter in each Fiscal Year (other than the last fiscal quarter in each Fiscal Year), the Financial Statements of the Company and its consolidated Subsidiaries on Form 10-Q as at the end of such period and a report setting forth in comparative form the corresponding figures for the corresponding dates and period of the previous Fiscal Year, certified by an Authorized Financial Officer of the Company as fairly presenting in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as at the date indicated and the consolidated results of their operations and cash flow for the period indicated in accordance with GAAP, subject to normal adjustments.

(iii) Quarterly Compliance Certificates. Together with each delivery of any quarterly report pursuant to paragraph (a)(i) of this Section 8.2, Officer's Certificates of the Borrower and the Company in the form of Exhibit F hereto (the "Quarterly Compliance Certificates"), signed by the Borrower's and the Company's respective Authorized Financial Officers representing and certifying (1) that the Authorized Financial Officer signatory thereto has reviewed the terms of the Loan Documents, and has made, or caused to be made under his/her supervision, a review in reasonable detail of the consolidated financial condition of the Company and its Consolidated Subsidiaries, for the fiscal quarter covered by such reports, that such review has not disclosed the existence during or at the end of such fiscal quarter, and that such officer does not have knowledge of the existence as at the date of such Officer's Certificate, of an Event of Default or Potential Event of Default or mandatory prepayment event, or, if any such condition or event existed or exists, the nature and period of existence thereof and what action the Company and/or the Borrower or any of their Subsidiaries has taken, is taking and proposes to take with respect thereto; (2) the calculations in the form of Exhibit G hereto for the period then ended which demonstrate whether there has been compliance with the covenants and financial ratios set forth in Sections 9.9, 9.11, 10.2, 10.6, 10.7,

10.11, and 10.12 hereof and, when applicable, that no Event of Default described in Section 11.1 exists, (3) a schedule of the Borrower's outstanding Indebtedness, including the amount, maturity, interest rate and amortization requirements, as well as such other information regarding such Indebtedness as may be reasonably requested by the Administrative Agent, (4) a schedule of Total Adjusted EBITDA, and (5) a schedule of Adjusted Unencumbered NOI.

(b) Annual Reports.

(i) Borrower Financial Statements. As soon as practicable, and in any event within ninety (90) days after the end of each Fiscal Year, the Financial Statements of the Borrower and its Subsidiaries as at the end of such Fiscal Year, accompanied by an Officer's Certificate of the Borrower, signed by the Chief Financial Officer of the Borrower, that such Financial Statements fairly present in all material respects the consolidated financial position of the Borrower and its Subsidiaries as of the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP consistently applied, and which Officer's Certificate shall explain any inconsistencies between the Financial Statements of the Borrower and the Financial Statements of the Company.

(ii) Company Financial Statements. As soon as practicable, and in any event within ninety (90) days after the end of each Fiscal Year, (i) the Financial Statements of the Company and its consolidated Subsidiaries on Form 10-K as at the end of such Fiscal Year and a report setting forth in comparative form the corresponding figures from the consolidated Financial Statements of the Company and its Subsidiaries as of the end of and for the prior Fiscal Year; (ii) a report with respect thereto of Ernst & Young LLP or other independent certified public accountants acceptable to the Administrative Agent (it being understood that any "Big Four" certified public accountants are acceptable to the Administrative Agent), which report shall be unqualified and shall state that such financial statements fairly present the consolidated financial position of the Company and its consolidated Subsidiaries as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP (except for changes with which Ernst & Young LLP or any such other independent certified public accountants, if applicable, shall concur and which shall have been disclosed in the notes to the financial statements) (which report shall be subject to the confidentiality limitations set forth herein); and (iii) in the event that the report referred to in clause (ii) above is qualified, a copy of the management letter or any similar report delivered to the Company or to any officer or employee thereof by such independent certified public accountants in connection with such financial statements. The Administrative Agent and each Lender (through the Administrative Agent) may, with the consent of the Company (which consent shall not be unreasonably withheld), communicate directly with such accountants, with any such communication to occur together with a representative of the Company, at the expense of the Administrative Agent (or the Lender requesting such communication), upon reasonable notice and at reasonable times during normal business hours.

(iii) Annual Compliance Certificates. Together with each delivery of any annual report pursuant to clauses (i) and (ii) of this Section 8.2(b), Officer's Certificates of the Borrower and the Company in the form of Exhibit F hereto (the "Annual Compliance Certificates" and, collectively with the Quarterly Compliance Certificates,

the "Compliance Certificates"), signed by the Borrower's and the Company's respective Authorized Financial Officers, representing and certifying (1) that the officer signatory thereto has reviewed the terms of the Loan Documents, and has made, or caused to be made under his/her supervision, a review in reasonable detail of the consolidated financial condition of the Company and its consolidated Subsidiaries, for the accounting period covered by such reports, that such review has not disclosed the existence at the end of such accounting period, and that such officer does not have knowledge of the existence as at the date of such Officer's Certificate, of an Event of Default or Potential Event of Default or mandatory prepayment event, or, if any such condition or event existed or exists, the nature and period of existence thereof and what action the Company and/or the Borrower or any of their Subsidiaries has taken, is taking and proposes to take with respect thereto; (2) the calculations in the form of Exhibit G hereto for the period then ended which demonstrate whether there has been compliance with the covenants and financial ratios set forth in Sections 9.9, 9.11, 10.2, 10.6, 10.7, 10.11, and 10.12 hereof and, when applicable, that no Event of Default described in Section 11.1 exists, (3) a schedule of the Borrower's outstanding Indebtedness including the amount, maturity, interest rate and amortization requirements, as well as such other information regarding such Indebtedness as may be reasonably requested by the Administrative Agent, (4) a schedule of Total Adjusted EBITDA and (5) a schedule of Adjusted Unencumbered NOI.

(iv) Tenant Bankruptcy Reports. As soon as practicable, and in any event within ninety (90) days after the end of each Fiscal Year, a written report, in form reasonably satisfactory to the Administrative Agent, of all bankruptcy proceedings filed by or against any tenant of any of the Projects, which tenant occupies three and one half percent (3.5%) or more of the gross leasable area in the Projects in the aggregate. The Borrower shall deliver to the Administrative Agent and the Lenders, immediately upon the Borrower's learning thereof, of any bankruptcy proceedings filed by or against, or the cessation of business or operations of, any tenant of any of the Projects which tenant occupies three and one half percent (3.5%) or more of the gross leasable area in the Projects in the aggregate.

(v) Update of Schedule 7.1-C. As soon as practicable, and in any event within ninety (90) days after the end of each Fiscal Year, the Borrower shall deliver an update of Schedule 7.1-C.

8.3. Events of Default. Promptly upon the Borrower obtaining knowledge (a) of any condition or event which constitutes an Event of Default or Potential Event of Default; (b) that any Person has given any notice to the Borrower or any Subsidiary of the Borrower or taken any other action with respect to a claimed default or event or condition of the type referred to in Section 11.1(e); or (c) of any condition or event which has a Material Adverse Effect, the Borrower shall deliver to the Administrative Agent (with copies for each of the Lenders) an Officer's Certificate specifying (i) the nature and period of existence of any such claimed default, Event of Default, Potential Event of Default, condition or event, (ii) the notice given or action taken by such Person in connection therewith, and (iii) what action the Borrower has taken, is taking and proposes to take with respect thereto.

8.4. Lawsuits. (i) Promptly upon the Borrower's obtaining knowledge of the institution of, or written threat of, any action, suit, proceeding, governmental investigation or arbitration against or affecting the Borrower or any of its Subsidiaries not previously disclosed pursuant to Section 7.1(i), which action, suit, proceeding, governmental investigation or

arbitration exposes, or in the case of multiple actions, suits, proceedings, governmental investigations or arbitrations arising out of the same general allegations or circumstances which expose, in the Borrower's reasonable judgment, the Borrower or any of its Subsidiaries to liability in an amount aggregating \$1,000,000 or more and is not covered by the Borrower's or such Subsidiary's insurance, the Borrower shall give written notice thereof to the Administrative Agent (with copies for each of the Lenders) and provide such other information as may be reasonably available to enable each Lender and the Administrative Agent and its counsel to evaluate such matters; (ii) as soon as practicable and in any event within forty-five (45) days after the end of each fiscal quarter of the Borrower, the Borrower shall provide a written quarterly report to the Administrative Agent and the Lenders covering the institution of, or written threat of, any action, suit, proceeding, governmental investigation or arbitration in an amount equal to or in excess of \$50,000,000 (to the extent not previously reported) against or affecting the Borrower or any of its Subsidiaries or any Property of the Borrower or any of its Subsidiaries not previously disclosed by the Borrower to the Administrative Agent and the Lenders, and shall provide such other information at such time as may be reasonably available to enable each Lender and the Administrative Agent and its counsel to evaluate such matters; and (iii) in addition to the requirements set forth in clauses (i) and (ii) of this Section 8.4, the Borrower upon request of the Administrative Agent or the Requisite Lenders shall promptly give written notice of the status of any action, suit, proceeding, governmental investigation or arbitration covered by a report delivered pursuant to clause (i) or (ii) above and provide such other information as may be reasonably requested and available to it to enable each Lender and the Administrative Agent and its counsel to evaluate such matters. Notwithstanding the foregoing, the Borrower shall not be required to disclose any information which is subject to the attorney-client privilege.

8.5. Insurance. As soon as practicable and in any event by January 31st of each calendar year, the Borrower shall deliver to the Administrative Agent (with copies for each of the Lenders) (i) a report in form and substance reasonably satisfactory to the Administrative Agent, outlining all insurance coverage maintained as of the date of such report by the Borrower and its Subsidiaries and the duration of such coverage and (ii) an Officer's Certificate signed by an Authorized Financial Officer of the Borrower certifying that all premiums with respect to such coverage have been paid when due.

8.6. ERISA Notices. The Borrower shall deliver or cause to be delivered to the Administrative Agent (with copies for each of the Lenders), at the Borrower's expense, the following information and notices as soon as reasonably possible, and in any event:

(a) within fifteen (15) Business Days after the Borrower or any ERISA Affiliate knows or has reason to know that an ERISA Termination Event has occurred, a written statement of an Authorized Financial Officer of the Borrower describing such ERISA Termination Event and the action, if any, which the Borrower or any ERISA Affiliate has taken, is taking or proposes to take with respect thereto, and when known, any action taken or threatened by the IRS, DOL or PBGC with respect thereto;

(b) within fifteen (15) Business Days after the Borrower knows or has reason to know that a non-exempt prohibited transaction (as defined in Sections 406 of ERISA and Section 4975 of the Internal Revenue Code) has occurred with respect to the Borrower, any ERISA Affiliate or any Plan, a statement of an Authorized Financial Officer of the Borrower describing such transaction with respect to the Borrower, any ERISA Affiliate or any Plan and the action which the Borrower or any ERISA Affiliate has taken, is taking or proposes to take with respect thereto;

(c) within fifteen (15) Business Days after the filing of the same with the DOL, IRS or PBGC, copies of each annual report (Form 5500 series), including Schedule B thereto, filed with respect to each Benefit Plan;

(d) within fifteen (15) Business Days after receipt by the Borrower or any ERISA Affiliate of each actuarial report for any Benefit Plan or Multiemployer Plan and each annual report for any Multiemployer Plan, copies of each such report;

(e) within fifteen (15) Business Days after the filing of the same with the IRS, a copy of each funding waiver request filed with respect to any Benefit Plan and all written communications received by the Borrower or any ERISA Affiliate with respect to such request;

(f) within fifteen (15) Business Days after the occurrence of any material increase in the benefits of any existing Benefit Plan or Multiemployer Plan or the establishment of any new Benefit Plan or the commencement of contributions to any Benefit Plan or Multiemployer Plan to which the Borrower or any ERISA Affiliate to which the Borrower or any ERISA Affiliate was not previously contributing, notification of such increase, establishment or commencement;

(g) within fifteen (15) Business Days after the Borrower or any ERISA Affiliate receives notice of the PBGC's intention to terminate a Benefit Plan or to have a trustee appointed to administer a Benefit Plan, copies of each such notice;

(h) within fifteen (15) Business Days after the Borrower or any of its Subsidiaries receives notice of any unfavorable determination letter from the IRS regarding the qualification of a Plan under Section 401(a) of the Internal Revenue Code, copies of each such letter to the extent any of the foregoing would have a Material Adverse Effect;

(i) within fifteen (15) Business Days after the Borrower or any ERISA Affiliate receives notice from a Multiemployer Plan regarding the imposition of withdrawal liability, copies of each such notice;

(j) within fifteen (15) Business Days after the Borrower or any ERISA Affiliate fails to make a required installment or any other required payment under Section 412 of the Internal Revenue Code on or before the due date for such installment or payment which failure has not been cured, a notification of such failure; and

(k) within fifteen (15) Business Days after the Borrower or any ERISA Affiliate knows or has reason to know (i) a Multiemployer Plan has been terminated, (ii) the administrator or plan sponsor of a Multiemployer Plan intends to terminate a Multiemployer Plan, or (iii) the PBGC has instituted or has given written notice that it will institute proceedings under Section 4042 of ERISA to terminate a Multiemployer Plan, notification of such termination, intention to terminate, or institution of proceedings.

For purposes of this Section 8.6, the Borrower and any ERISA Affiliate shall be deemed to know all facts known by the "Administrator" of any Plan of which the Borrower or any ERISA Affiliate is the plan sponsor.

8.7. Environmental Notices. The Borrower shall notify the Administrative Agent (with copies for each of the Lenders) in writing, promptly upon any officer of the Borrower responsible for the environmental matters at any Property of the Borrower learning thereof, of any of the following (together with any material documents and correspondence received or sent in connection therewith):

(a) notice or claim to the effect that the Borrower or any of its Subsidiaries is or may be liable to any Person as a result of the Release or threatened Release of any Contaminant into the environment, if such liability would result in a Material Adverse Effect;

(b) notice that the Borrower or any of its Subsidiaries is subject to investigation by any Governmental Authority evaluating whether any Remedial Action is needed to respond to the Release or threatened Release of any Contaminant into the environment which would have a Material Adverse Effect;

(c) notice that any Property of the Borrower or any of its Subsidiaries is subject to an Environmental Lien if the claim to which such Environmental Lien relates would result in a Material Adverse Effect;

(d) notice of violation by the Borrower or any of its Subsidiaries of any Environmental, Health or Safety Requirement of Law which violation would have a Material Adverse Effect;

(e) commencement or written threat of any judicial or administrative proceeding alleging a violation by the Borrower or any of its Subsidiaries of any Environmental, Health or Safety Requirement of Law, which would result in a Material Adverse Effect; or

(f) any proposed acquisition of stock, assets, real estate, or leasing of Property by the Borrower or any of its Subsidiaries that would subject the Borrower or any of its Subsidiaries to environmental, health or safety Liabilities and Costs which would result in a Material Adverse Effect.

8.8. Labor Matters. The Borrower shall notify the Administrative Agent (with copies for each of the Lenders) in writing, promptly upon the Borrower's learning thereof, of any labor dispute to which the Borrower or any of its Subsidiaries is reasonably expected to become a party (including, without limitation, any strikes, lockouts or other disputes relating to any Property of such Persons and other facilities) which would result in a Material Adverse Effect.

8.9. Notices of Asset Sales and/or Acquisitions. The Borrower shall deliver to the Administrative Agent and the Lenders written notice of each of the following events affecting the Company, the Borrower or their respective Subsidiaries not less than five (5) Business Days prior to the occurrence thereof: (a) a sale, transfer or other disposition of (i) an Unencumbered Project or Unencumbered New York City Asset or (ii) other assets, in a single transaction or series of related transactions within the two preceding calendar quarter periods, for consideration in excess of \$50,000,000, (b) an acquisition of assets, in a single transaction or series of related transactions within the two preceding calendar quarter period, for consideration in excess of \$50,000,000, (c) the grant of a Lien with respect to (i) an Unencumbered Project or Unencumbered New York City Asset or (ii) other assets, in a single transaction or series of related transactions within the two preceding calendar quarter periods, for consideration in excess of \$50,000,000 and (d) a release

from an escrow account of the proceeds of a qualified, deferred exchange under ss.1031 of the Internal Revenue Code. In addition, simultaneously with delivery of any such notice, the Borrower shall deliver to the Administrative Agent a certificate of an Authorized Officer certifying that Borrower is in compliance with this Agreement and the other Loan Documents both on a historical basis and on a pro forma basis, exclusive of the property sold, transferred and/or encumbered and inclusive of the property to be acquired or the indebtedness to be incurred.

To the extent such proposed transaction would result in a failure to comply with the covenants set forth herein, the Borrower shall (i) apply the proceeds of such transaction (together with such additional amounts as may be required), to prepay the Obligations in an amount, as determined by the Administrative Agent, equal to that which would be required to reduce the Obligations so that Borrower will be in compliance with the covenants set forth herein upon the consummation of the contemplated transaction, to the extent such proceeds are not applied pursuant to clauses (ii) or (iii); (ii) to the extent applicable, segregate the net proceeds of such transaction in an escrow account with the Administrative Agent or with a financial institution reasonably acceptable to the Administrative Agent and apply such net proceeds solely to a qualified, deferred exchange under ss.1031 of the Internal Revenue Code that results in compliance with the covenants set forth herein upon the consummation of the contemplated transaction, or with the prior written approval of the Requisite Lenders to another use, to the extent such proceeds are not applied pursuant to clauses (i) or (iii); or (iii) to the extent applicable, complete an exchange of such assets for other real property of equivalent value under ss.1031 of the Internal Revenue Code that results in compliance with the covenants set forth herein upon the consummation of the contemplated transaction, to the extent such proceeds are not applied pursuant to clauses (i) or (ii).

8.10. Notices of Joint Ventures. The Borrower shall deliver to the Administrative Agent and the Lenders written notice of each of the following not less than two (2) Business Days prior to the occurrence thereof: (a) the acquisition of an interest in a Joint Venture in excess of \$5,000,000, (b) the investment of an amount in excess of \$5,000,000 in a Joint Venture of which the Administrative Agent and the Lenders have not previously received notice, and (c) the sale of an interest in a Subsidiary that results in the same becoming a Joint Venture. Simultaneously with the delivery of the Compliance Certificates, the Borrower shall deliver to the Administrative Agent and the Lenders written notice of the formation of any other Joint Venture.

8.11. Tenant Notifications. The Borrower shall promptly notify the Administrative Agent upon obtaining knowledge of the bankruptcy or cessation of operations of any tenant to which greater than three and one half percent (3.5%) of the Borrower's share of annual base rent (as reported in the Borrower's most recent quarterly financial statements) is attributable to such tenant.

8.12. Other Reports. The Borrower shall deliver or cause to be delivered to the Administrative Agent (with copies for each of the Lenders) copies of all financial statements and reports, if any, sent or made available generally by the Company and/or the Borrower to its respective Securities holders, including, without limitation, supplemental quarterly forms, or (to the extent not otherwise provided hereunder), all press releases made available generally by the Company and/or the Borrower or any of its Subsidiaries to the public concerning material adverse developments in the business of the Company, the Borrower or any such Subsidiary and all material notifications received by the Company, the Borrower or their Subsidiaries pursuant to the Securities Exchange Act and the rules promulgated thereunder.

8.13. Other Information. Promptly upon receiving a request therefor from the Administrative Agent or the Arranger, the Borrower shall prepare and deliver to the Administrative Agent (with copies for each of the Lenders) such other information with respect to the Company, the Borrower, or any of their Subsidiaries, as from time to time may be reasonably requested by the Administrative Agent or the Arranger, including without limitation, rent rolls, title reports, environmental site assessments, and tax returns.

ARTICLE IX.
AFFIRMATIVE COVENANTS

Borrower covenants and agrees that so long as any Term Loan Commitments are outstanding and thereafter until payment in full of all of the Obligations (other than indemnities pursuant to Section 14.3 not yet due), unless the Requisite Lenders shall otherwise give prior written consent:

9.1. Existence. Etc. The Borrower shall, and shall cause each of its Subsidiaries and the Company to, at all times maintain its corporate existence or existence as a limited partnership, limited liability company or joint venture, as applicable, and preserve and keep, or cause to be preserved and kept, in full force and effect its rights and franchises material to its businesses, except where the loss or termination of such rights and franchises will not have a Material Adverse Effect.

9.2. Powers; Conduct of Business. The Borrower shall remain qualified, and shall cause each of its Subsidiaries and the Company to qualify and remain qualified, to do business and maintain its good standing in each jurisdiction in which the nature of its business and the ownership of its Property requires it to be so qualified and in good standing if the failure to do so will have a Material Adverse Effect.

9.3. Compliance with Laws. Etc. The Borrower shall, and shall cause each of its Subsidiaries and the Company to, (a) comply with all Requirements of Law and all restrictive covenants affecting such Person or the business, Property or operations of such Person, and (b) obtain and maintain as needed all Permits necessary for its operations (including, without limitation, the operation of the Projects) and maintain such Permits in good standing, except where noncompliance with either clause (a) or (b) above will not have a Material Adverse Effect.

9.4. Payment of Taxes and Claims. (a) The Borrower shall pay, and cause each of its Subsidiaries and the Company to pay, (i) all material taxes, assessments and other governmental charges imposed upon it or on any of its Property or assets or in respect of any of its franchises, licenses, receipts, sales, use, payroll, employment, business, income or Property before any penalty or interest accrues thereon, and (ii) all material Claims (including, without limitation, claims for labor, services, materials and supplies) for sums which have become due and payable and which by law have or may become a Lien (other than a Lien permitted by Section 10.2 or a Customary Permitted Lien for property taxes and assessments not yet due upon any of the Borrower's, the Company's or any of the Borrower's Subsidiaries' Property, prior to the time when any penalty or fine shall be incurred with respect thereto; provided, however, that no such taxes, assessments, fees and governmental charges referred to in clause (i) above or Claims referred to in clause (ii) above need be paid if being contested in good faith by appropriate proceedings diligently instituted and conducted and if such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor.

9.5. Insurance. The Borrower shall maintain for itself and its Subsidiaries, or shall cause each of its Subsidiaries or tenants to maintain, in full force and effect the insurance policies and programs listed on Schedule 7.1-T or substantially similar policies and programs or other policies and programs as are reasonably acceptable to the Administrative Agent. All such policies and programs shall be maintained (a) with insurers having an Alfred M. Best Company, Inc. rating of "A" or better (or if approved by the Administrative Agent, a rating of "A-") and a financial size category of not less than VIII or (b) in the case of (i) insurance maintained by tenants, pursuant to insurance programs, including self-insurance, supported by creditworthy entities which do not satisfy clause (a) above or (ii) a program by which a tenant (or any guarantor of tenant) undertakes obligations that are substantially the same as would be covered by the insurance referred to in this Section, by a tenant (or any guarantor) that is a creditworthy entity, in each case consistent with normal industry practice and reasonably acceptable to the Administrative Agent; provided that a tenant (or any guarantor) that is, or has senior unsecured long term debt that is, rated at least "A" (or its equivalent) by any Rating Agency shall be deemed to have acceptable creditworthiness by the Administrative Agent.

9.6. Inspection of Property, Books and Records Discussions. The Borrower shall permit, and cause each of its Subsidiaries and the Company to permit, any authorized representative(s) designated by the Administrative Agent, the Arranger or any Lender (coordinated through the Administrative Agent) to visit and inspect any of the Projects, to examine, audit, and check their respective financial and accounting records, books, journals, orders, receipts and any correspondence and other data relating to their respective businesses or the transactions contemplated hereby (including, without limitation, in connection with environmental compliance, hazard or liability), and to discuss their affairs, finances and accounts with their officers and independent certified public accountants, upon reasonable notice and at such reasonable times during normal business hours, as often as may be reasonably requested. Each such visitation and inspection shall be at such visitor's expense. The Borrower shall keep and maintain, and cause its Subsidiaries to keep and maintain, in all material respects proper books of record and account in which entries are made in conformity with GAAP.

9.7. ERISA Compliance. The Borrower shall, and shall cause each of its Subsidiaries and ERISA Affiliates to, establish, maintain and operate all Benefit Plans to comply in all material respects with the provisions of ERISA, the Internal Revenue Code, all other applicable laws, and the regulations and interpretations thereunder and the respective requirements of the governing documents for such Plans.

9.8. Maintenance of Property. The Borrower shall, and shall cause each of its Subsidiaries to, maintain in all material respects all of their respective owned and leased Property in good, safe and insurable condition and repair (ordinary wear and tear excepted), and not permit, commit or suffer any waste or abandonment of any such Property and from time to time shall make or cause to be made all material repairs, renewals and replacements thereof, including, without limitation, any capital improvements which may be required to maintain the same; provided, however, that such Property may be altered or renovated in the ordinary course of business of the Borrower or such applicable Subsidiary. Without any limitation on the foregoing, the Borrower shall maintain each Project that is an office or industrial Project as an office or industrial Project.

9.9. Company Status. The Borrower shall cause the Company to, and the Company shall, at all times (1) remain a publicly traded company listed on the New York Stock Exchange; (2) maintain its status as a REIT under the Internal Revenue Code, and (3) retain direct or indirect management and control of the Borrower.

9.10. Ownership of Projects, Joint Ventures and Property. The ownership of substantially all wholly owned Projects, Joint Ventures and other Property of the Consolidated Businesses shall be held by the Borrower and its Subsidiaries and shall not be held directly by the Company.

9.11. [Intentionally Omitted.]

9.12. Additional Guarantors; Solvency of Guarantors.

(a) If, after the Closing Date, a Subsidiary of the Borrower that is not a Guarantor acquires any Real Property that then or thereafter qualifies under the definition of Unencumbered Project or Unencumbered New York City Asset or any other Unencumbered asset and such Property or asset is directly or indirectly wholly-owned or ground leased by the Borrower, the Borrower shall cause such Person (which Person must be or become a wholly-owned Subsidiary of the Borrower) to execute and deliver a Guaranty to the Administrative Agent and the Lenders in substantially the form of Exhibit H hereto. Such Guaranty shall evidence consideration and equivalent value.

(b) The Borrower, the Company, and each other Guarantor are Solvent. The Borrower and the Company each acknowledge that, subject to the indefeasible payment and performance in full of the Obligations, the rights of contribution among each of them and the other Guarantors are in accordance with applicable laws and in accordance with each such Person's benefits under the Loans and this Agreement. The Borrower further acknowledges that, subject to the indefeasible payment and performance in full of the Obligations, the rights of subrogation of the Guarantors as against the Borrower and the Company are in accordance with applicable laws.

(c) Other than during the continuance of a Potential Event of Default or Event of Default, at the request of the Borrower following the delivery of the certificate of an Authorized Officer in accordance with Section 8.9 hereof, the Guaranty of any Guarantor shall be released by the Administrative Agent if and when all of the Real Property owned or ground-leased by such Guarantor shall cease (not thereby creating a Potential Event of Default or Event of Default) to be an Unencumbered Project or Unencumbered New York City Asset which is wholly-owned by a Consolidated Business, provided the foregoing shall never permit the release of the Company.

9.13. Further Assurances. The Borrower will, and will cause each Guarantor to, cooperate with, and to cause each of its Subsidiaries to cooperate with, the Administrative Agent and the Lenders and execute such further instruments and documents as the Lenders or the Administrative Agent shall reasonably request to carry out to their reasonable satisfaction the transactions contemplated by this Agreement and the other Loan Documents.

9.14. Distributions in the Ordinary Course. In the ordinary course of business the Borrower causes all of its Subsidiaries to make net transfers of cash and cash equivalents upstream to the Borrower and the Company, and shall continue to follow such ordinary course of business. The Borrower shall not make net transfers of cash and cash equivalents downstream to its Subsidiaries except in the ordinary course of business consistent with past practice.

ARTICLE X.
NEGATIVE COVENANTS

Borrower covenants and agrees that it shall comply with the following covenants so long as any Term Loan Commitments are outstanding and thereafter until payment in full of all of the Obligations (other than indemnities pursuant to Section 14.3 not yet due), unless the Requisite Lenders shall otherwise give prior written consent:

10.1. Intentionally Omitted.

10.2. Liens. Neither the Borrower nor any of its Subsidiaries shall directly or indirectly create, incur, assume or permit to exist any Lien (i) that is not permitted under the Existing Revolving Credit Agreement or (ii) if the Existing Revolving Credit Agreement is no longer in effect, on or with respect to any Property, except:

(a) Liens with respect to Capital Leases of Equipment entered into in the ordinary course of business of the Borrower or its Subsidiaries pursuant to which the aggregate Indebtedness under such Capital Leases does not exceed \$1,000,000 for any Project;

(b) Existing Permitted Liens;

(c) Liens securing permitted Secured Indebtedness; provided that the incurrence of such Liens shall be subject to compliance with Section 4.1(c) and Section 8.9 hereof; and

(d) Customary Permitted Liens.

10.3. Intentionally Omitted.

10.4. Conduct of Business. Neither the Borrower nor any of its Subsidiaries shall engage in any business, enterprise or activity other than (a) the businesses of acquiring, developing, re-developing, financing, leasing and managing predominantly office and industrial Projects and portfolios of like Projects, (b) any business or activities which are substantially similar, related or incidental thereto, (c) investments in and loans to Investment Funds, FrontLine Capital Group, Subsidiaries, Affiliates and Joint Ventures and unaffiliated entities (to the extent permitted hereunder) and (d) other activities referred to in Section 2.2 hereof.

10.5. Transactions with Partners and Affiliates. Neither the Borrower nor any of its Subsidiaries shall directly or indirectly enter into or permit to exist any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with any holder or holders of more than five percent (5%) of any class of equity Securities of the Borrower, or with any Affiliate of the Borrower which is not its Subsidiary or the Company, unless such transaction is determined by the Board of Directors of the Company to be no less favorable to the Borrower or any of its Subsidiaries, as applicable, than those that

might be obtained in an arm's length transaction at the time from Persons who are not such a holder or Affiliate (other than transactions referred to in Section 2.2). Nothing contained in this Section 10.5 shall prohibit (a) increases in compensation and benefits for officers and employees of the Company, the Borrower or any of its Subsidiaries; (b) payment of officers', managers', trustees', directors', partners' and other similar indemnities; (c) performance of any obligations arising under the Loan Documents; or (d) loans to Persons in connection with such Person's contribution of Real Property to the Consolidated Businesses or Joint Ventures.

10.6. Restriction on Fundamental Changes. The Borrower shall not, and shall not permit any of the Guarantors to, enter into any merger, consolidation or amalgamation, or liquidate, wind-up or dissolve (or suffer any liquidation or dissolution), or convey, lease, sell, transfer or otherwise dispose of, in one transaction or series of transactions, all or substantially all of the Borrower's or such Guarantor's business or Property, whether now or hereafter acquired, except in connection with issuance, transfer, conversion or repurchase of limited partnership interests in the Borrower. Notwithstanding the foregoing, (a) the Borrower or a Guarantor shall be permitted to merge, consolidate or amalgamate with another Person so long as the Borrower or such Guarantor, as the case may be, is the surviving Person following such merger, consolidation or amalgamation, (b) a Guarantor (other than the Company) shall be permitted to merge, consolidate or amalgamate with or into the Borrower or another Guarantor, and (c) so long as no Potential Event of Default or Event of Default has occurred and is continuing and following the delivery by the Borrower to the Administrative Agent of a certificate of an Authorized Officer certifying that Borrower is in compliance with this Agreement and the other Loan Documents on a pro forma basis, exclusive of the properties owned by a Guarantor, such Guarantor (other than the Company) shall be permitted to merge, consolidate or amalgamate with or into another Person.

10.7. Margin Regulations; Securities Laws. Neither the Borrower nor any of its Subsidiaries shall use all or any portion of the proceeds of any credit extended under this Agreement to purchase or carry Margin Stock.

10.8. ERISA. The Borrower shall not and shall not permit any of its Subsidiaries or ERISA Affiliates to:

(a) engage in any prohibited transaction described in Sections 406 of ERISA or 4975 of the Internal Revenue Code for which a statutory or class exemption is not available or a private exemption has not been previously obtained from the DOL, except to the extent engaging in such transaction would not have a Material Adverse Effect;

(b) permit to exist any accumulated funding deficiency (as defined in Sections 302 of ERISA and 412 of the Internal Revenue Code), with respect to any Benefit Plan, whether or not waived;

(c) fail to pay timely required contributions or annual installments due with respect to any waived funding deficiency to any Benefit Plan;

(d) terminate any Benefit Plan which would result in any liability of Borrower or any ERISA Affiliate under Title IV of ERISA;

(e) fail to make any contribution or payment to any Multiemployer Plan which Borrower or any ERISA Affiliate may be required to make under any agreement relating to

such Multiemployer Plan, or any law pertaining thereto, except to the extent such failure would not have a Material Adverse Effect;

(f) fail to pay any required installment or any other payment required under Section 412 of the Internal Revenue Code on or before the due date for such installment or other payment; or

(g) amend a Benefit Plan resulting in an increase in current liability for the plan year such that the Borrower or any ERISA Affiliate is required to provide security to such Plan under Section 401(a)(29) of the Internal Revenue Code.

10.9. Organizational Documents. Neither the Company nor the Borrower shall, and the Borrower shall not permit any Guarantor to, amend, modify or otherwise change any of the terms or provisions in any of their respective Organizational Documents as in effect on the Closing Date, except amendments to effect (a) a change of name of the Borrower or such Guarantor, provided that the Borrower shall have provided the Administrative Agent with thirty (30) days prior written notice of any such name change, or (b) changes that would not affect such Organizational Documents in any material manner not otherwise prohibited under this Agreement.

10.10. Fiscal Year. Neither the Company, the Borrower nor any of their Subsidiaries shall change its Fiscal Year for accounting or tax purposes from a period consisting of the 12-month period ending on December 31 of each calendar year.

10.11. Financial Covenants.

(a) Indebtedness. Neither the Borrower nor any of its Subsidiaries shall directly or indirectly create, incur, assume or otherwise become or remain directly or indirectly liable with respect to any Indebtedness, except (i) Total Outstanding Indebtedness which would not exceed sixty percent (60%) of Total Value as of the date of incurrence, (ii) Total Secured Outstanding Indebtedness which would not exceed forty percent (40%) of Total Value as of the date of incurrence or (iii) Total Recourse Secured Outstanding Indebtedness which would not exceed ten percent (10%) of Total Value as of the date of incurrence.

(b) Minimum Combined Equity Value. The Combined Equity Value shall at no time be less than \$1,250,000,000, plus an amount equal to seventy percent (70%) of all Net Offering Proceeds received by the Company after August 6, 2004.

(c) Intentionally Omitted.

(d) Minimum Unsecured Interest Coverage Ratio. As of the first day of each calendar quarter for the immediately preceding calendar quarter, the ratio of (i) Adjusted Unencumbered NOI to (ii) Unsecured Interest Expense shall not be less than 2.0 to 1.0.

(e) Limitation on Total Unsecured Outstanding Indebtedness. As of the first day of each calendar quarter for the immediately preceding calendar quarter, the ratio of (i) Total Unsecured Outstanding Indebtedness to (ii) Total Unencumbered Value (including Eligible Cash 1031 Proceeds, to the extent not already included) shall not exceed 0.60 to 1.0.

(f) Minimum Total Interest Coverage Ratio. As of the first day of each calendar quarter for the immediately preceding calendar quarter, the ratio of (i) Total Adjusted EBITDA to (ii) Total Interest Expense shall not be less than 2.0 to 1.0.

(g) Minimum Fixed Charge Coverage Ratio. As of the first day of each calendar quarter for the immediately preceding calendar quarter, the ratio of (i) Total Adjusted EBITDA to (ii) Fixed Charges shall not be less than 1.60 to 1.0.

(h) Maximum Dividend Payout Ratio. The Borrower shall not make any Restricted Payment during any of its fiscal quarters, which, when added to all Restricted Payments made during the three immediately preceding fiscal quarters, exceeds the greater of (i) 90% of FFO of the Borrower, and (ii) the amounts required to maintain the Company's status as a REIT under the Internal Revenue Code, and, provided an Event of Default shall not have occurred and be continuing, to avoid federal income and excise tax liability. For purposes of this provision, "Restricted Payment" means any cash dividend or other cash distribution on any interest in the Borrower's common operating partnership units or on any of the Borrower's common partnership interests or other common equity interests (except dividends or distributions payable solely in interests in operating partnership units, partnership interests, or other equity interests or in rights to subscribe for or purchase interests in its operating partnership units, partnership interests, or other equity interests and except dividends or distributions which are necessary to pay dividends or distributions on preferred stock or other preferred equity interests of the Company).

(i) Development Activities. As of the first day of each calendar quarter for the immediately preceding calendar quarter, the ratio of (i) Budgeted Construction Cost to (ii) Total Value shall not exceed 0.20 to 1.0.

(j) Negative Pledge. From and after the date hereof, neither the Borrower nor the Company will, and will not permit any of their respective Subsidiaries, to enter into any agreement containing any provision prohibiting the creation or assumption of any Lien upon its properties, revenues or assets (other than with respect to (i) prohibitions on subordinate liens or prohibitions on pledges of direct or indirect ownership interests (other than pledges of direct ownership interests in the Borrower or any Subsidiary that owns an Unencumbered Project or Unencumbered New York City Asset) set forth in a mortgage on a particular property, (ii) customary restrictions contained in the Organizational Documents of a Joint Venture, or (iii) restrictions contained in the Organizational Documents of the Borrower on the ability of its general partner and limited partner to pledge and transfer partnership interests in the Borrower), whether now owned or hereafter acquired, or restricting the ability of the Borrower to amend or modify this Agreement or any other Loan Document.

10.12. Negative Covenants with respect to the Company.

(a) From and after the date hereof, the Company will not acquire any assets of any nature whatsoever other than additional units in the Borrower, Cash or Cash Equivalents in the ordinary course of business or in connection with the payment of dividends.

(b) From and after the date hereof, the Company will not incur any Indebtedness or any other obligations or liabilities except (i) as imposed by operation of law on the Company in its capacity as the general partner of the Borrower, (ii) Indebtedness, the net proceeds of which are contributed to the Borrower simultaneously with the incurrence thereof by

the Company, (iii) guarantees of Indebtedness which are recourse to the Borrower, (iv) in connection with the payment of a declared dividend and (v) otherwise as imposed by law.

(c) From and after the date hereof, the Company will not retain any Net Offering Proceeds, and the same will be contributed by the Company to the Borrower simultaneously with receipt thereof by the Company.

(d) The Company shall not enter into any merger or consolidation, or liquidate, wind-up or dissolve (or suffer any liquidation or dissolution), or convey, lease, sell, transfer or otherwise dispose of, in one transaction or series of transactions, any of its business or assets, including its interests in the Borrower. Notwithstanding the foregoing, the Company shall be permitted to merge with another Person so long as the Company is the surviving Person following such merger.

ARTICLE XI.
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

11.1. Events of Default. Each of the following occurrences shall constitute an Event of Default under this Agreement:

(a) Failure to Make Payments When Due. The Borrower shall fail to pay (i) when due any principal payment on the Obligations which is due on the Term Loan Maturity Date or pursuant to the terms of Section 2.1(a), Section 2.4, Section 4.1(a), or Section 4.1(c) or (ii) when due, any interest payment on the obligations, provided, however, that the Borrower shall be entitled to a five (5) day grace period with respect to any interest payment but not more than one time in any twelve (12) month period during the term hereof, or (iii) when due, any principal payment on the Obligations not referenced in clauses (i) or (ii) hereinabove or (iv) when due, any fees due pursuant to the terms of Section 5.3 and such default shall continue for five (5) days.

(b) Breach of Certain Covenants. The Borrower shall fail duly and punctually to perform or observe any agreement, covenant or obligation binding on such Person under Sections 9.1, 9.4, 9.5, 9.10, or Article X.

(c) Breach of Representation or Warranty. Any representation or warranty made or deemed made by the Borrower or any of the parties to the Guaranties to the Administrative Agent, the Arranger or any Lender herein or by the Borrower or any of the parties to the Guaranties or any of their Subsidiaries in any of the other Loan Documents or in any statement or certificate at any time given by any such Person pursuant to any of the Loan Documents shall be false or misleading in any material respect on the date as of which made or deemed made or given.

(d) Other Defaults. The Borrower shall default in the performance of or compliance with any terms contained in this Agreement (other than as identified in paragraphs (a), (b) or (c) of this Section 11.1), or any default or event of default shall occur under any of the other Loan Documents, and such default or event of default shall continue for thirty (30) days after receipt of written notice from the Administrative Agent thereof.

(e) Acceleration of Other Indebtedness. Any breach, default or event of default shall occur and be continuing, or any other condition shall exist under any instrument, agreement or indenture pertaining to any recourse Indebtedness (other than the Obligations) of

the Company, the Borrower or their Subsidiaries aggregating more than \$10,000,000, and the effect thereof is to cause an acceleration, mandatory redemption or other required repurchase of such Indebtedness, or permit the holder(s) of such Indebtedness to accelerate the maturity of any such Indebtedness or require a redemption or other repurchase of such Indebtedness; or any such Indebtedness shall be otherwise declared to be due and payable (by acceleration or otherwise) or required to be prepaid, redeemed or otherwise repurchased by the Borrower or any of its Subsidiaries (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof; or any such Indebtedness shall not be repaid at maturity (after taking into account grace and cure periods).

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc.

(i) An involuntary case shall be commenced against the Company, the Borrower or any of its Subsidiaries to which \$25,000,000 or more of the Combined Equity Value is attributable, and the petition shall not be dismissed, stayed, bonded or discharged within sixty (60) days after commencement of the case; or a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company, the Borrower or any such Subsidiaries of the Borrower in an involuntary case, under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or any other similar relief shall be granted under any applicable federal, state, local or foreign law; or the respective board of directors of the Company, or General Partner or Limited Partners of the Borrower or the board of directors or partners of any such Subsidiaries of the Borrower (or any committee thereof) adopts any resolution or otherwise authorizes any action to approve any of the foregoing.

(ii) A decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Company, the Borrower or any of their Subsidiaries to which \$25,000,000 or more of the Combined Equity Value is attributable, or over all or a substantial part of the Property of the Company, the Borrower or any of such Subsidiaries, shall be entered; or an interim receiver, trustee or other custodian of the Company, the Borrower or any of such Subsidiaries or of all or a substantial part of the Property of the Company, the Borrower or any of such Subsidiaries shall be appointed or a warrant of attachment, execution or similar process against any substantial part of the Property of any of the Company, the Borrower, or any of such Subsidiaries shall be issued and any such event shall not be stayed, dismissed, bonded or discharged within sixty (60) days after entry, appointment or issuance; or the respective board of directors of any of the Company or General Partners or Limited Partners of the Borrower or the board of directors or partners of any of Borrower's Subsidiaries (or any committee thereof) adopts any resolution or otherwise authorizes any action to approve any of the foregoing.

(g) Voluntary Bankruptcy; Appointment of Receiver. Etc. The Company, the Borrower or any of their Subsidiaries to which \$25,000,000 or more of the Combined Equity Value is attributable, shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its Property; or the Company, the

Borrower or any of such Subsidiaries shall make any assignment for the benefit of creditors or shall be unable or fail, or admit in writing its inability, to pay its debts as such debts become due.

(h) Judgments and Unpermitted Liens.

(i) Any money judgment (other than a money judgment covered by insurance as to which the insurance company has acknowledged coverage), writ or warrant of attachment, or similar process against the Borrower or any of its Subsidiaries or any of their respective assets involving in any case an amount in excess of \$5,000,000 (other than with respect to Claims arising out of non-recourse Indebtedness) is entered and shall remain undischarged, unvacated, unbonded or unstayed for a period of sixty (60) days or in any event later than five (5) days prior to the date of any proposed sale thereunder.

(ii) A federal, state, local or foreign tax Lien is filed against the Borrower which is not discharged of record, bonded over or otherwise secured to the satisfaction of the Administrative Agent within sixty (60) days after the filing thereof or the date upon which the Administrative Agent receives actual knowledge of the filing thereof for an amount which, either separately or when aggregated with the amount of any judgments described in clause (i) above, equals or exceeds \$5,000,000.

(iii) An Environmental Lien is filed against any Project with respect to Claims in an amount which, either separately or when aggregated with the amount of all other such Environmental Liens, equals or exceeds \$5,000,000.

(i) Dissolution. Any order, judgment or decree shall be entered against the Borrower or any Guarantor decreeing its involuntary dissolution or split up; or the Borrower or any Guarantor shall otherwise dissolve or cease to exist except as specifically permitted by this Agreement.

(j) Loan Documents. At any time, for any reason, any Loan Document ceases to be in full force and effect or the Borrower or any Guarantor seeks to repudiate its obligations thereunder.

(k) ERISA Termination Event. Any ERISA Termination Event occurs which the Administrative Agent believes could subject any of the Borrower or any ERISA Affiliate to liability in excess of \$500,000.

(l) Waiver Application. The plan administrator of any Benefit Plan applies under Section 412 (d) of the Internal Revenue Code for a waiver of the minimum funding standards of Section 412 (a) of the Internal Revenue Code and the Administrative Agent believes that the substantial business hardship upon which the application for the waiver is based could subject either the Borrower or any ERISA Affiliate to liability in excess of \$500,000.

(m) Material Adverse Effect. An event shall occur which has a Material Adverse Effect.

(n) Certain Defaults Pertaining to the Company. The Company shall fail to comply with Section 9.9, or any representation or warranty contained in Section 7.1(a)(ii), (b), (d), (l), or (o) shall be false or misleading in any material respect on the date as of which made.

(o) Merger or Liquidation of the Company, the Borrower. The Company shall merge or liquidate with or into any other Person and, as a result thereof and after giving effect thereto, (i) the Company is not the surviving Person or (ii) such merger or liquidation would effect an acquisition of or Investment in any Person which is prohibited or results in a Potential Event of Default or an Event of Default under the terms of this Agreement. The Borrower shall merge or liquidate with or into any other Person and, as a result thereof and after giving effect thereto, (i) the Borrower is not the surviving Person or (ii) such merger or liquidation would effect an acquisition of or Investment in any Person which is prohibited or results in a Potential Event of Default or an Event of Default under the terms of this Agreement.

(p) Existing Revolving Credit Agreement. An "Event of Default" shall occur under the Existing Revolving Credit Agreement.

An Event of Default shall be deemed "continuing" until cured or waived in writing in accordance with Section 14.7.

11.2. Rights and Remedies.

(a) Acceleration and Termination. Upon the occurrence of any Event of Default described in Sections 11.1(f) or 11.1(g), the Term Loan Commitments shall automatically and immediately terminate and the unpaid principal amount of, and any and all accrued interest on, the Obligations and all accrued fees and other Obligations shall automatically become immediately due and payable, without presentment, demand, or protest or other requirements of any kind (including, without limitation, valuation and appraisal, diligence, presentment, notice of intent to demand or accelerate and of acceleration), all of which are hereby expressly waived by the Borrower, and, upon the occurrence and during the continuance of any other Event of Default, the Administrative Agent shall at the request, or may with the consent, of the Lenders whose Pro Rata Shares, in the aggregate, are greater than fifty-one percent (51%), by written notice to the Borrower, (i) declare that the Term Loan Commitments are terminated, whereupon the Term Loan Commitments and the obligation of each Lender to convert or continue any Loan hereunder shall immediately terminate, and/or (ii) declare the unpaid principal amount of and any and all accrued and unpaid interest on the Obligations and all other Obligations to be, and the same shall thereupon be, immediately due and payable, without presentment, demand, or protest or other requirements of any kind (including, without limitation, valuation and appraisal, diligence, presentment, notice of intent to demand or accelerate and of acceleration), all of which are hereby expressly waived by the Borrower.

(b) Rescission. If within ninety (90) days after termination of the Term Loan Commitments and/or acceleration of the maturity of the Loans, the Borrower shall pay all arrears of interest and all payments on account of principal of the Loans which shall have become due otherwise than by acceleration (with interest on principal and, to the extent permitted by law, on overdue interest, at the rates specified in this Agreement) and all Events of Default and Potential Events of Default (other than nonpayment of principal of and accrued interest on the Loans due and payable solely by virtue of acceleration) shall be remedied or waived pursuant to Section 14.7, then upon the written consent of the Requisite Lenders and written notice to the Borrower, the termination of the Term Loan Commitments and/or the acceleration and their consequences may be rescinded and annulled; but such action shall not affect any subsequent Event of Default or Potential Event of Default or impair any right or remedy consequent thereon. The provisions of the preceding sentence are intended merely to bind the Lenders to a decision which may be made at the election of the Requisite Lenders; they are not intended to benefit the

Borrower and do not give the Borrower the right to require the Lenders to rescind or annul any acceleration hereunder, even if the conditions set forth herein are met.

(c) Enforcement. The Borrower acknowledges that in the event the Borrower, the Guarantors or any of their Subsidiaries fails to perform, observe or discharge any of their respective obligations or liabilities under this Agreement or any other Loan Document, any remedy of law may prove to be inadequate relief to the Administrative Agent, the Arranger and the Lenders; therefore, the Borrower agrees that the Administrative Agent, the Arranger and the Lenders shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

ARTICLE XII.
THE AGENTS

12.1. Appointment. (a) Each Lender hereby designates and appoints CNAI as the Administrative Agent, and the Arranger as the arrangers of such Lender under this Agreement, and each Lender hereby irrevocably authorizes the Administrative Agent, and the Arranger to take such actions on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers in each case only as are set forth herein or therein together with such other powers as are reasonably incidental thereto. The Administrative Agent and the Arranger each agrees to act as such on the express conditions contained in this Article XII.

(b) The provisions of this Article XII are solely for the benefit of the Administrative Agent, the Arranger and the Lenders, and neither the Borrower, the Company nor any Subsidiary of the Borrower shall have any rights to rely on or enforce any of the provisions hereof (other than as expressly set forth in Section 12.7). In performing its respective functions and duties under this Agreement, the Administrative Agent and the Arranger shall act solely as agents of the Lenders and do not assume and shall not be deemed to have assumed any obligation or relationship of agency, trustee or fiduciary with or for the Company, the Borrower or any Subsidiary of the Borrower. The Administrative Agent and the Arranger may perform any of their respective duties hereunder, or under the other Loan Documents, by or through their respective agents or employees.

12.2. Nature of Duties. The Administrative Agent and the Arranger shall not have any duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Administrative Agent and the Arranger shall be mechanical and administrative in nature. Neither the Administrative Agent nor the Arranger shall have by reason of this Agreement a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any of the other Loan Documents, expressed or implied, is intended to or shall be construed to impose upon the Administrative Agent or the Arranger any obligations in respect of this Agreement or any of the other Loan Documents except as expressly set forth herein or therein. The Administrative Agent and the Arranger each hereby agrees that its duties shall include providing copies of documents received by such Agent from the Borrower which are reasonably requested by any Lender, furnishing copies of documents to each Lender, upon request, of documents sent by such Agent to the Borrower and promptly notifying each Lender upon its obtaining actual knowledge of the occurrence of any Event of Default hereunder. In addition, the Administrative Agent shall deliver to each Lender, promptly after receipt thereof, copies of those documents and reports received by it pursuant to Sections 8.2, 8.3, 8.4, 8.7 and 8.12.

12.3. Right to Request Instructions. The Administrative Agent and the Arranger may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of any of the Loan Documents such Agent is permitted or required to take or to grant, and such Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval and shall not be under any liability whatsoever to any Person for refraining from any action or withholding any approval under any of the Loan Documents until it shall have received such instructions from those Lenders from whom such Agent is required to obtain such instructions for the pertinent matter in accordance with the Loan Documents. Without limiting the generality of the foregoing, such Agent shall take any action, or refrain from taking any action, which is permitted by the terms of the Loan Documents upon receipt of instructions from those Lenders from whom such Agent is required to obtain such instructions for the pertinent matter in accordance with the Loan Documents, provided, that no Lender shall have any right of action whatsoever against the Administrative Agent or the Arranger as a result of such Agent acting or refraining from acting under the Loan Documents in accordance with the instructions of the Requisite Lenders or, where required by the express terms of this Agreement, a greater proportion of the Lenders.

12.4. Reliance. The Administrative Agent and the Arranger shall each be entitled to rely upon any written notices, statements, certificates, orders or other documents believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it.

12.5. Indemnification. To the extent that the Administrative Agent or the Arranger is not reimbursed and indemnified by the Borrower, the Lenders will reimburse and indemnify such Agent for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, and reasonable costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against it in any way relating to or arising out of the Loan Documents or any action taken or omitted by such Agent under the Loan Documents, in proportion to each Lender's Pro Rata Share. Notwithstanding anything to the contrary contained herein, neither the Administrative Agent nor the Arranger shall be indemnified to the extent such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses result from such Person's gross negligence, willful misconduct or breach of this Article XII. Such Agent agrees to refund to the Lenders any of the foregoing amounts paid to it by the Lenders which amounts are subsequently recovered by such Agent from the Borrower or any other Person on behalf of the Borrower. The obligations of the Lenders under this Section 12.5 shall survive the payment in full of the Loans and all other Obligations and the termination of this Agreement.

12.6. Agents Individually. With respect to their respective Pro Rata Share of the Term Loan Commitments hereunder, if any, and the Loans made by them, if any, the Persons serving as the Administrative Agent and the Arranger shall have and may exercise the same rights and powers hereunder and are subject to the same obligations and liabilities as and to the extent set forth herein for any Lender. The terms "Lenders" or "Requisite Lenders" or any similar terms shall, unless the context clearly otherwise indicates or such Lender has assigned its interest hereunder, include CNAI in its individual capacity as a Lender or as one of the Requisite Lenders. CNAI, Citigroup Global Markets Inc. and each of their Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower

or any of its Subsidiaries as if CNAI and Citicorp Global Markets Inc. were not acting as an Agent or Arranger pursuant hereto.

12.7. Successor Agents.

(a) Resignation. Any Agent may resign from the performance of all its functions and duties hereunder at any time by giving at least thirty (30) Business Days' prior written notice to the Borrower and the Lenders, unless applicable law requires a shorter notice period or that there be no notice period, in which instance such applicable law shall control. Such resignation shall take effect upon the acceptance by a successor Agent of appointment pursuant to this Section 12.7.

(b) Appointment by Requisite Lenders. Upon any such resignation becoming effective, the Requisite Lenders shall have the right to appoint a successor Administrative Agent selected from among the Lenders with the prior written consent of the Borrower (so long as no Event of Default then exists), which consent shall not be unreasonably withheld.

(c) Appointment by Retiring Agent. If a successor Administrative Agent shall not have been appointed within the thirty (30) Business Day or shorter period provided in paragraph (a) of this Section 12.7, the retiring Agent shall then appoint a successor Agent who shall serve as Administrative Agent until such time, if any, as the Requisite Lenders appoint a successor Agent as provided above with the prior written consent of the Borrower (so long as no Event of Default then exists) which shall not be unreasonably withheld, provided, however, that such successor Administrative Agent shall have total assets of not less than \$10,000,000,000.

(d) Rights of the Successor and Retiring Agents. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation hereunder as Agent, the provisions of this Article XII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Agent under this Agreement.

12.8. Relations Among the Lenders. Each Lender agrees that it will not take any legal action, or institute any actions or proceedings, against the Borrower or any other obligor hereunder with respect to any of the Obligations, without the prior written consent of the Lenders. Without limiting the generality of the foregoing, no Lender may accelerate or otherwise enforce its portion of the obligations, or unilaterally terminate its Term Loan Commitment except in accordance with Section 11.2(a).

12.9. Standard of Care. The Administrative Agent and the Arranger shall administer the Loans in the same manner that such Agent administers loans made for its own account.

ARTICLE XIII.
YIELD PROTECTION

13.1. Taxes.

(a) Payment of Taxes. Any and all payments by the Borrower hereunder or under the Notes or other documents evidencing any Obligations of such Person shall be made, in accordance with Section 4.2, free and clear of and without reduction for any and all present or future taxes, levies, imposts, deductions, charges, withholdings, and all stamp or documentary taxes, excise taxes, ad valorem taxes and other taxes which arise from the execution, delivery or registration, or from payment or performance under, or otherwise with respect to, any of the Loan Documents or the Term Loan Obligations and all other liabilities with respect thereto excluding, in the case of each Lender, taxes imposed on or measured by net income or overall gross receipts and capital and franchise taxes imposed on it by (i) the United States, (ii) the Governmental Authority of the jurisdiction in which such Lender's Applicable Lending Office is located or any political subdivision thereof or (iii) the Governmental Authority in which such Person is organized, managed and controlled or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges and withholdings being hereinafter referred to as "Taxes"). Except as otherwise provided herein, if the Borrower shall be required by law to withhold or deduct any Taxes from or in respect of any sum payable hereunder or under any such Note or document to any Lender, (x) the sum payable to such Lender shall be increased as may be necessary so that after making all required withholding or deductions (including withholding or deductions applicable to additional sums payable under this Section 13.1) such Lender receives an amount equal to the sum it would have received had no such withholding or deductions been made, (y) the Borrower shall make such withholding or deductions, and (z) the Borrower shall pay the full amount withheld or deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) Indemnification. Except as otherwise provided herein, the Borrower will indemnify each Lender against, and reimburse each Lender within ten (10) Business Days after written demand for, the full amount of all Taxes (including, without limitation, any Taxes imposed by any Governmental Authority on amounts payable under this Section 13.1 and any additional income or franchise taxes resulting therefrom) incurred or paid by such Lender and any liability (including penalties, interest, and out-of-pocket expenses paid to third parties) arising therefrom or with respect thereto, whether or not such Taxes were lawfully payable, to the extent not paid by the Borrower pursuant to this Section 13.1. A certificate as to any additional amount payable to any Person under this Section 13.1 submitted by it to the Borrower shall, absent manifest error, be final, conclusive and binding upon all parties hereto. Each Lender agrees, within a reasonable time after receiving a written request from the Borrower, to provide the Borrower and the Administrative Agent with such certificates and other documents as are reasonably required, and take such other actions as are reasonably necessary to claim such exemptions as such Lender may be entitled to claim in respect of all or a portion of any Taxes which are otherwise required to be paid or deducted or withheld pursuant to this Section 13.1 in respect of any payments under this Agreement or under the other Loan Documents. If any Lender receives any refund with respect to any Taxes, such Lender shall promptly remit such refund to the Borrower.

(c) Receipts. Within thirty (30) days after the date of any payment of Taxes by the Borrower, the Borrower will furnish to the Administrative Agent, at its address referred to in Section 14.8, the original or a certified copy of a receipt evidencing payment thereof.

(d) Foreign Bank Certifications. (i) Each Lender that is not created or organized under the laws of the United States or a political subdivision thereof shall deliver to each of the Borrower and the Administrative Agent on the Closing Date or the date on which such Lender becomes a Lender pursuant to Section 14.1 hereof a true and accurate certificate executed in duplicate by a duly authorized officer of such Lender to the effect that such Lender is eligible to receive payments hereunder and under the Notes without deduction or withholding of United States federal income tax (I) under the provisions of an applicable tax treaty concluded by the United States (in which case the certificate shall be accompanied by two duly completed copies of IRS Form W-8BEN (or any successor or substitute form or forms)) or (II) under Sections 1441(c)(1) and 1442(a) of the Internal Revenue Code (in which case the certificate shall be accompanied by two duly completed copies of IRS Form W-8ECI (or any successor or substitute form or forms)).

(ii) Each Lender referred to in Section 13.1(d)(i) further agrees to deliver to each of the Borrower and the Administrative Agent from time to time, a true and accurate certificate executed in duplicate by a duly authorized officer of such Lender before or promptly upon the occurrence of any event requiring a change in the most recent certificate previously delivered by it to the Borrower and the Administrative Agent pursuant to this Section 13.1(d). Each certificate required to be delivered pursuant to this Section 13.1(d)(ii) shall certify as to one of the following:

(A) that such Lender can continue to receive payments hereunder and under the Notes without deduction or withholding of United States federal income tax;

(B) that such Lender cannot continue to receive payments hereunder and under the Notes without deduction or withholding of United States federal income tax as specified therein but does not require additional payments pursuant to Section 13.1(a) because it is entitled to recover the full amount of any such deduction or withholding from a source other than the Borrower; or

(C) that such Lender is no longer capable of receiving payments hereunder and under the Notes without deduction or withholding of United States federal income tax as specified therein and that it is not capable of recovering the full amount of the same from a source other than the Borrower.

Each such Lender agrees to deliver to each of the Borrower and the Administrative Agent further duly completed copies of the above-mentioned IRS forms on or before the earlier of (x) the date that any such form expires or becomes obsolete or otherwise is required to be resubmitted as a condition to obtaining an exemption from withholding from United States federal income tax and (y) fifteen (15) days after the occurrence of any event requiring a change in the most recent form previously delivered by such Lender to the Borrower and Administrative Agent, unless any change in treaty, law, regulation, or official interpretation thereof which would render such form inapplicable or which would prevent such Lender from duly completing and delivering such form has occurred prior to the date on which any such delivery would otherwise be required and such Lender promptly advises the Borrower that it is not capable of receiving payments hereunder and under the Notes without any deduction or withholding of United States federal income tax.

(iii) Notwithstanding anything to the contrary contained in this Section 13.1, the Borrower will not be required to make any additional payment to or for the account of any

Lender under Section 13.1(a) or (b) by reason of (x) a breach by such Lender of any certification or representation set forth in any form furnished to the Borrower under this Section 13.1(d), or (y) such Lender's failure or inability to furnish, if required to do so, under this Section 13.1(d) an original or renewal of a Form W-8ECI or Form W-8BEN (or successor form), as applicable, unless such failure or inability results from a change (after the date such Lender became a Lender party hereto) in any applicable law or regulation or in the interpretation thereof by any regulatory authority (including without limitation any change in any applicable tax treaty).

13.2. Increased Capital. If after the date hereof any Lender determines that (i) the adoption or implementation of or any change in or in the interpretation or administration of any law or regulation or any guideline or request from any central bank or other Governmental Authority or quasi-governmental authority exercising jurisdiction, power or control over any Lender or banks or financial institutions generally (whether or not having the force of law), compliance with which affects the amount of capital required or expected to be maintained by such Lender or any corporation controlling such Lender and (ii) the amount of such capital is increased by or based upon the making or maintenance by any Lender of its Loans, any Lender's participation in or obligation to participate in the Loans or other advances made hereunder or the existence of any Lender's obligation to make Loans then, in any such case, within ten (10) Business Days after written demand by such Lender (with a copy of such demand to the Administrative Agent), the Borrower shall immediately pay to the Administrative Agent for the account of such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender or such corporation therefor. Such demand shall be accompanied by a statement as to the amount of such compensation and include a brief summary of the basis for such demand. Such statement shall be conclusive and binding for all purposes, absent manifest error.

13.3. Changes; Legal Restrictions. If after the date hereof any Lender determines that the adoption or implementation of or any change in or in the interpretation or administration of any law or regulation or any guideline or request from any central bank or other Governmental Authority or quasi-governmental authority exercising jurisdiction, power or control over any Lender, or over banks or financial institutions generally (whether or not having the force of law), compliance with which:

(a) subjects a Lender (or its Applicable Lending Office or Eurodollar Affiliate) to charges (other than taxes) of any kind which such Lender reasonably determines to be applicable to the Term Loan Commitments of the Lenders to make Eurodollar Rate Loans or change the basis of taxation of payments to that Lender of principal, fees, interest, or any other amount payable hereunder with respect to Eurodollar Rate Loans (other than taxes covered by Section 13.1(a) hereof and taxes excluded in Section 13.1(a) hereof); or

(b) imposes, modifies, or holds applicable, in the determination of a Lender, any reserve, special deposit, compulsory loan, FDIC insurance or similar requirement against assets held by, or deposits or other liabilities in or for the account of, advances or loans by, commitments made, or other credit extended by, or any other acquisition of funds by, a Lender or any Applicable Lending Office or Eurodollar Affiliate of that Lender in respect of Eurodollar Loans;

and the result of any of the foregoing is to increase the cost to that Lender of making, renewing or maintaining the Loans or its Term Loan Commitment; then, in any such case, within ten (10) Business Days after written demand by such Lender (with a copy of such demand to the

Administrative Agent), the Borrower shall immediately pay to the Administrative Agent for the account of such Lender, from time to time as specified by such Lender, such amount or amounts as may be necessary to compensate such Lender or its Eurodollar Affiliate for any such additional cost incurred or reduced amount received. Such demand shall be accompanied by a statement as to the amount of such compensation and include a brief summary of the basis for such demand. Such statement shall be conclusive and binding for all purposes, absent manifest error.

13.4. Replacement of Certain Lenders. In the event a Lender (a "Designated Lender") shall have (i) requested additional compensation from the Borrower under Section 13.1 or under Section 13.2 or under Section 13.3, (ii) failed to make its Pro Rata Share of the Term Loan or (iii) failed to make any Loan at the Eurodollar Rate, the Borrower may, at its sole election, make written demand on such Designated Lender (with a copy to the Administrative Agent) for the Designated Lender to assign, and such Designated Lender shall assign pursuant to one or more duly executed Assignment and Acceptances to one or more Eligible Assignees which the Borrower or the Administrative Agent shall have identified for such purpose, all of such Designated Lender's right and obligations under this Agreement, the Notes and the other Loan Documents (including, without limitation, its Term Loan Commitment, all Loans owing to it and all other Obligations owing to it) in accordance with Section 14.1. All out-of-pocket expenses incurred by the Administrative Agent in connection with the foregoing shall be for the sole account of the Borrower and shall constitute Obligations hereunder. In no event shall Borrower's election under the provisions of this Section 13.4 affect its obligation to pay the additional compensation required under either Section 13.1, Section 13.2 or Section 13.3.

13.5. Mitigation. Each Lender shall notify the Borrower of any event occurring after the date of this Agreement entitling such Lender to compensation under Sections 13.1, 13.2 or 13.3 as promptly as practicable, but in any event, within 45 days, after such Lender obtains actual knowledge thereof; provided that (i) if any Lender fails to give such notice within 45 days after it obtains actual knowledge of such an event, such Lender shall, with respect to compensation payable pursuant to Sections 13.1, 13.2 or 13.3 in respect of any costs resulting from such event, only be entitled to payment under Sections 13.1, 13.2 or 13.3 for costs incurred from and after the date 45 days prior to the date that such Lender does give such notice and (ii) each Lender will designate a different Applicable Lending Office for the Loans of such Lender affected by such event if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the reasonable judgment of such Lender, be disadvantageous to such Lender.

ARTICLE XIV.
MISCELLANEOUS

14.1. Assignments and Participations.

(a) Assignments. No assignments or participations of any Lender's rights or obligations under this Agreement shall be made except in accordance with this Section 14.1. Each Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all of its rights and obligations with respect to the Loans) in accordance with the provisions of this Section 14.1.

(b) Limitations on Assignments. Each assignment shall be subject to the following conditions: (i) each assignment shall be of a constant, and not a varying, ratable percentage of all of the assigning Lender's rights and obligations under this Agreement and, in the case of a partial assignment to an assignee which is not a Lender or a Lender Affiliate, shall be in

a minimum principal amount of \$5,000,000 (and the assignor shall maintain a minimum amount of \$5,000,000 for its own account unless the assignor shall assign or participate its entire interest), (ii) each such assignment shall be to an Eligible Assignee, (iii) (A) so long as no Event of Default has occurred and is continuing, each assignment shall be subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld); provided that, no such consent of the Administrative Agent shall be required for an assignment by any Lender to any of its Lender Affiliates, so long as such Lender Affiliate is an Eligible Assignee, and (B) so long as no Event of Default has occurred and is continuing, each assignment to an assignee which is not a Lender or a Lender Affiliate shall be subject to the approval of the Borrower (which approval shall not be unreasonably withheld and shall be deemed to have been given if the Borrower fails to object to such proposed assignment within five (5) Business Days of its receipt of a request for approval), and (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance. Upon such execution, delivery, acceptance and recording in the Register, from and after the effective date specified in each Assignment and Acceptance and agreed to by the Administrative Agent, (A) the assignee thereunder shall, in addition to any rights and obligations hereunder held by it immediately prior to such effective date, if any, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and shall, to the fullest extent permitted by law, have the same rights and benefits hereunder as if it were an original Lender hereunder, (B) the assigning Lender shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except as otherwise provided in Section 14.9) and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of such assigning Lender's rights and obligations under this Agreement, the assigning Lender shall cease to be a party hereto, except as otherwise provided in Section 14.9) and (C) the Borrower shall execute and deliver to the assignee thereunder a Note evidencing its obligations to such assignee with respect to the Loans.

(c) The Register. The Administrative Agent shall maintain at its address referred to in Section 14.8 a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders, the Term Loan Commitment of, and the principal amount of the Loans owing to, each Lender from time to time and whether such Lender is an original Lender or the assignee of another Lender pursuant to an Assignment and Acceptance. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Administrative Agent and the other Lenders and each other party to a Loan Document may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Fee. Upon its receipt of an Assignment and Acceptance executed by the assigning Lender and an Assignee and a processing and recordation fee of \$3,500 (payable by the assignee to the Administrative Agent), the Administrative Agent shall, if such Assignment and Acceptance has been completed and is in compliance with this Agreement and in substantially the form of Exhibit A hereto, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower.

(e) Participations. Each Lender may sell participations to one or more other financial institutions or other Persons in or to all or a portion of its rights and obligations under and in respect of any and all facilities under this Agreement (including, without limitation, all or a

portion of its Term Loan Commitment hereunder and the Loans owing to it); provided, however, that (i) such Lender's obligations under this Agreement (including, without limitation, its Term Loan Commitment hereunder) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, (iv) each participation (other than a participation to an Affiliate) shall be in a minimum amount of \$5,000,000, and (v) such participant's rights to agree or to restrict such Lender's ability to agree to the modification, waiver or release of any of the terms of the Loan Documents, to consent to any action or failure to act by any party to any of the Loan Documents or any of their respective Affiliates, or to exercise or refrain from exercising any powers or rights which any Lender may have under or in respect of the Loan Documents, shall be limited to the right to consent to any (A) increase in the Term Loan Commitment of the Lender from whom such participant purchased a participation, (B) reduction of the principal of, or rate or amount of interest on the Loans subject to such participation (other than by the payment or prepayment thereof), (C) postponement of any date fixed for any payment of principal of, or interest on, the Loans) subject to such participation and (D) release of any guarantor of the Obligations.

(f) Information Regarding the Borrower. Any Lender may, subject to the provisions of Section 14.22, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 14.1, disclose to the assignee or participant or proposed assignee or participant, any information relating to the Borrower or its Subsidiaries furnished to such Lender by the Administrative Agent or by or on behalf of the Borrower.

(g) Payment to Participants. Anything in this Agreement to the contrary notwithstanding, in the case of any participation, all amounts payable by the Borrower under the Loan Documents shall be calculated and made in the manner and to the parties required hereby as if no such participation had been sold.

(h) Lenders' Creation of Security Interests. Notwithstanding any other provision set forth in this Agreement, any Lender may at any time create a security interest in all or any portion of its rights under this Agreement (including, without limitation, Obligations owing to it and any Note held by it) in favor of any Person.

14.2. Expenses.

(a) Generally. The Borrower agrees promptly upon demand to pay, or reimburse the Administrative Agent for the reasonable fees, expenses and disbursements of counsel to the Administrative Agent (but not of other legal counsel) and for all other reasonable out-of-pocket costs and expenses incurred by the Administrative Agent or the Arranger in connection with (i) the preparation, negotiation, and execution of the Loan Documents; (ii) the preparation, negotiation, execution, syndication and interpretation of this Agreement (including, without limitation, the satisfaction or attempted satisfaction of any of the conditions set forth in Article VI), the Loan Documents, and the making of the Loans and other extensions of credit hereunder; (iii) any amendments, consents, waivers, assignments, restatements, or supplements to any of the Loan Documents and the preparation, negotiation, and execution of the same; and (iv) any other amendments, modifications, agreements, assignments, restatements or supplements to any of the Loan Documents requested by Borrower and the preparation, negotiation, and execution of the same.

(b) After Default. The Borrower further agrees to pay or reimburse the Administrative Agent, the Arranger and each of the Lenders upon demand for all reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees (including allocated costs of internal counsel and costs of settlement) incurred by the such entity after the occurrence and during the continuance of an Event of Default (i) in enforcing any Loan Document or Obligation, the collection of any Obligation or exercising or enforcing any other right or remedy available by reason of such Event of Default; or (ii) in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "work-out" or in any insolvency or bankruptcy proceeding; (iii) in commencing, defending or intervening in any litigation or in filing a petition, complaint, answer, motion or other pleadings in any legal proceeding relating to the Obligations, a Project, or any of the Consolidated Businesses and related to or arising out of the transactions contemplated hereby or by any of the other Loan Documents; and (iv) in taking any other action in or with respect to any suit or proceeding (bankruptcy or otherwise) described in clauses (i) through (iii) above.

14.3. Indemnity. The Borrower further agrees (a) to defend, protect, indemnify, and hold harmless the Administrative Agent, the Arranger and each and all of the Lenders and each of their respective officers, directors, employees, attorneys and agents (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses (other than loss of profits), damages, penalties, actions, judgments, suits, claims, reasonable costs, reasonable expenses and reasonable disbursements (excluding any taxes and including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitees shall be designated a party thereto), imposed on, incurred by, or asserted against such Indemnitees in any manner relating to or arising out of (i) this Agreement or the other Loan Documents, the making of the Loans, the use or intended use of the proceeds of the Loans hereunder, or any of the other transactions contemplated by the Loan Documents, or (ii) any Liabilities and Costs relating to violation of any Environmental, Health or Safety Requirements of Law, the past, present or future operations of the Borrower, any of its Subsidiaries or any of their respective predecessors in interest, or, the past, present or future environmental, health or safety condition of any respective Property of the Borrower or any of its Subsidiaries, the presence of asbestos-containing materials at any respective Property of the Borrower or any of its Subsidiaries, or the Release or threatened Release of any Contaminant into the environment (collectively, the "Indemnified Matters"); provided, however, the Borrower shall have no obligation to an Indemnitee hereunder with respect to Indemnified Matters caused by or resulting from the willful misconduct or gross negligence of such Indemnitee, as determined by a court of competent jurisdiction in a non-appealable final judgment; and provided further that payment of the costs of preparation of the Loan Documents shall be governed by Section 14.2(a) hereof; and (b) not to assert any claim against any of the Indemnitees, on any theory of liability, for consequential or punitive damages arising out of, or in any way in connection with, the Term Loan Commitments, the Obligations, or the other matters governed by this Agreement and the other Loan Documents. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Borrower shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

14.4. Change in Accounting Principles. If any change in the accounting principles used in the preparation of the most recent financial statements referred to in Sections 8.1 or 8.2 are hereafter required or permitted by the rules, regulations, pronouncements and opinions of the Financial Accounting Standards Board or the American Institute of Certified Public Accountants

(or successors thereto or agencies with similar functions) and are adopted by the Company or the Borrower as applicable, with the agreement of its independent certified public accountants and such changes result in a change in the method of calculation of any of the covenants, standards or terms found in Article X, the parties hereto agree to enter into negotiations in order to amend such provisions so as to equitably reflect such changes with the desired result that the criteria for evaluating compliance with such covenants, standards and terms by the Borrower shall be the same after such changes as if such changes had not been made; provided, however, no change in GAAP that would affect the method of calculation of any of the covenants, standards or terms shall be given effect in such calculations until such provisions are amended, in a manner satisfactory to the Administrative Agent and the Borrower, to so reflect such change in accounting principles.

14.5. Intentionally Omitted.

14.6. Ratable Sharing. The Lenders agree among themselves that (i) with respect to all amounts received by them which are applicable to the payment of the Obligations (excluding the costs, fees and other payments described in Sections 5.2(f), and 5.3, Article XIII and Section 14.1) equitable adjustment will be made so that, in effect, all such amounts will be shared among them ratably in accordance with their Pro Rata Shares, whether received by voluntary payment, by the exercise of the right of setoff or banker's lien, by counterclaim or cross-action or by the enforcement of any or all of the Obligations (excluding the costs, fees and other payments described in Sections 5.2(f), and 5.3, Article XIII and Section 14.1), (ii) if any of them shall by voluntary payment or by the exercise of any right of counterclaim, setoff, banker's lien or otherwise, receive payment of a proportion of the aggregate amount of the Obligations held by it, which is greater than the amount which such Lender is entitled to receive hereunder, the Lender receiving such excess payment shall purchase, without recourse or warranty, an undivided interest and participation (which it shall be deemed to have done simultaneously upon the receipt of such payment) in such Obligations owed to the others so that all such recoveries with respect to such obligations shall be applied ratably in accordance with their Pro Rata Shares; provided, however, that if all or part of such excess payment received by the purchasing party is thereafter recovered from it, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such party to the extent necessary to adjust for such recovery, but without interest except to the extent the purchasing party is required to pay interest in connection with such recovery. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 14.6 may, to the fullest extent permitted by law, exercise all its rights of payment with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

14.7. Amendments and Waivers.

(a) General Provisions. Unless otherwise provided for or required in this Agreement, no amendment or modification of any provision of this Agreement or any of the other Loan Documents shall be effective without the written agreement of the Requisite Lenders (which the Requisite Lenders shall have the right to grant or withhold in their sole discretion) and the Borrower; provided, however, that the Borrower's agreement shall not be required for any amendment or modification of Sections 12.1 through 12.8 (other than Section 12.7). In the event that the Administrative Agent shall request the agreement of the Lenders to any amendment, modification or waiver, if any Lender shall fail to respond to any such request within fifteen (15) days after receipt of such request, such Lender's approval thereto shall be deemed to have been given; provided, however, that such request shall state, in capital letters that "FAILURE TO

RESPOND TO THIS REQUEST WITHIN FIFTEEN (15) DAYS AFTER RECEIPT, SHALL BE DEEMED CONSENT TO THE ENCLOSED REQUEST". No termination or waiver of any provision of this Agreement or any of the other Loan Documents, or consent to any departure by the Borrower therefrom, shall be effective without the written or deemed concurrence of the Requisite Lenders, which the Requisite Lenders shall have the right to grant or withhold in their sole discretion. All amendments, waivers and consents not specifically reserved to the Administrative Agent, the Arranger or the Lenders in Section 14.7(b), 14.7(c), and in other provisions of this Agreement shall require only the approval of the Requisite Lenders. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(b) Amendments, Consents and Waivers by Affected Lenders. Any amendment, modification, termination, waiver or consent with respect to any of the following provisions of this Agreement shall be effective only by a written agreement, signed by each Lender affected thereby as described below:

(i) waiver of any of the conditions specified in Sections 6.1 (except with respect to a condition based upon another provision of this Agreement, the waiver of which requires only the concurrence of the Requisite Lenders),

(ii) change the amount of such Lender's Term Loan Commitment (other than pursuant to an assignment permitted under Section 14.1),

(iii) reduction of the principal of, or the rate or amount of interest on, the Loans, or any fees or other amounts payable to such Lender (other than by the payment or prepayment thereof), and

(iv) postponement or extension of any date (other than the Term Loan Maturity Date postponement or extension of which is governed by Section 14.7(c)(i)) fixed for any payment of principal of, or interest on, the Loans or any fees or other amounts payable to such Lender (except with respect to any modifications of the application provisions relating to prepayments of Loans and other Obligations which are governed by Section 4.2(b)).

(c) Amendments, Consents and Waivers by All Lenders. Any amendment, modification, termination, waiver or consent with respect to any of the following provisions of this Agreement shall be effective only by a written agreement, signed by each Lender:

(i) postponement of the Term Loan Maturity Date;

(ii) change in the definition of Requisite Lenders or in the aggregate Pro Rata Share of the Lenders which shall be required for the Lenders or any of them to take action hereunder or under the other Loan Documents,

(iii) amendment of Section 14.6 or this Section 14.7,

(iv) assignment of any right or interest in or under this Agreement or any of the other Loan Documents by the Borrower,

(v) waiver of any Event of Default under Section 11.1(a), Section 11.1(f) or Section 11.1(g), and

(vi) amendment or release of the Guaranties, except in connection with the permitted sale of an Unencumbered Project or Unencumbered New York City Asset by a Guarantor.

(d) Administrative Agent Authority. Subject to the second succeeding sentence of this subsection (d), the Administrative Agent may, but shall have no obligation to, with the written concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of that Lender. Notwithstanding anything to the contrary contained in this Section 14.7, no amendment, modification, waiver or consent shall affect the rights or duties of the Administrative Agent under this Agreement and the other Loan Documents, unless made in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action. Notwithstanding anything herein to the contrary, in the event that the Borrower shall have requested, in writing, that any Lender agree to an amendment, modification, waiver or consent with respect to any particular provision or provisions of this Agreement or the other Loan Documents, and such Lender shall have failed to state, in writing, that it either agrees or disagrees (in full or in part) with all such requests (in the case of its statement of agreement, subject to satisfactory documentation and such other conditions it may specify) within fifteen (15) days after such request, then such Lender hereby irrevocably authorizes the Administrative Agent to agree or disagree, in full or in part, and in the Administrative Agent's sole discretion, to such requests on behalf of such Lender as such Lender's attorney-in-fact and to execute and deliver any writing approved by the Administrative Agent which evidences such agreement as such Lender's duly authorized agent for such purposes; provided, however, that such request shall state, in capital letters that "FAILURE TO RESPOND TO THIS REQUEST WITHIN FIFTEEN (15) DAYS AFTER RECEIPT, SHALL BE DEEMED AUTHORIZATION TO THE ADMINISTRATIVE AGENT WITH RESPECT TO THE ENCLOSED REQUEST".

14.8. Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, sent by facsimile transmission or by courier service or United States certified mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a facsimile transmission, or four (4) Business Days after deposit in the United States mail with postage prepaid and properly addressed. Notices to the Administrative Agent pursuant to Articles II, IV or XII shall not be effective until received by the Administrative Agent. For the purposes hereof, the addresses of the parties hereto (until notice of a change thereof is delivered as provided in this Section 14.8) shall be (i) for the Borrower, as set forth on its signature page to this Agreement, and (ii) for the Lenders, as set forth on Schedule LC hereto or on the applicable Assignment and Acceptance by which such party became a Lender hereunder, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties to this Agreement.

14.9. Survival of Warranties and Agreements. All representations and warranties made herein and all obligations of the Borrower in respect of taxes, indemnification and expense reimbursement shall survive the execution and delivery of this Agreement and the other Loan Documents, the making and repayment of the Loans and, in the case of any Lender that may assign any interest in its Term Loan Commitment, or Loans hereunder, shall survive the making of such assignment, notwithstanding that such assigning Lender may cease to be a "Lender" hereunder, and, except for the representations and warranties, the termination of this Agreement

other than any of the foregoing set forth in Section 13.1 or Section 13.2 or Section 13.3 or Section 5.2(f), which shall survive for thirty (30) days after termination of this Agreement.

14.10. Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent or any Lender in the exercise of any power, right or privilege under any of the Loan Documents shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under the Loan Documents are cumulative to and not exclusive of any rights or remedies otherwise available.

14.11. Payments Set Aside. To the extent that the Borrower makes a payment or payments to the Administrative Agent, the Arranger or any Lender or any such Person exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all right and remedies therefor, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

14.12. Severability. In case any provision in or obligation under this Agreement or the other Loan Documents shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

14.13. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or be given any substantive effect.

14.14. Governing Law. THIS AGREEMENT SHALL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

14.15. Limitation of Liability. No claim may be made by any Lender, the Arranger, the Administrative Agent, or any other Person against any Lender (acting in any capacity hereunder) or the Affiliates, directors, officers, employees, attorneys or agents of any of them for any consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith; and each Lender, the Arranger and the Administrative Agent hereby waives, releases and agrees not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

14.16. Successors and Assigns. This Agreement and the other Loan Documents shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and permitted assigns of the Lenders. Except as otherwise provided in Section 10.6, the rights and obligations hereunder of the Borrower, or any interest therein, may not be assigned without the written consent of all Lenders (and any such attempted assignment without such consent shall be null and void).

14.17. Certain Consents and Waivers of the Borrower.

(a) Personal Jurisdiction. (i) EACH OF THE AGENTS, THE LENDERS, AND THE BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT SITTING IN NEW YORK, NEW YORK, AND ANY COURT HAVING JURISDICTION OVER APPEALS OF MATTERS HEARD IN SUCH COURTS, IN ANY ACTION OR PROCEEDING ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE AGENTS, THE LENDERS AND THE BORROWER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE AGENTS, THE LENDERS, AND THE BORROWER WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(ii) THE BORROWER AGREES THAT THE ADMINISTRATIVE AGENT SHALL HAVE THE RIGHT TO PROCEED AGAINST THE BORROWER OR ITS PROPERTY IN A COURT IN ANY LOCATION NECESSARY OR APPROPRIATE TO ENABLE THE ADMINISTRATIVE AGENT AND THE LENDERS TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE ADMINISTRATIVE AGENT OR ANY LENDER. THE BORROWER WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE ADMINISTRATIVE AGENT OR ANY LENDER MAY COMMENCE A PROCEEDING DESCRIBED IN THIS SECTION.

(b) Service of Process. THE BORROWER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER'S PROCESS AGENT OR THE BORROWER'S NOTICE ADDRESS SPECIFIED IN SECTION 14.8 HEREOF, SUCH SERVICE TO BECOME EFFECTIVE UPON RECEIPT. THE BORROWER IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR THE LENDERS TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION.

(c) Waiver Of Jury Trial. EACH OF THE AGENTS AND THE LENDERS AND THE BORROWER IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

14.18. Counterparts; Effectiveness; Inconsistencies. This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective against the Borrower and each Agent and Lender on the Closing Date. This Agreement and each of the other Loan Documents shall be construed to the extent reasonable to be consistent one with the other, but to the extent that the terms and conditions of this Agreement are actually inconsistent with the terms and conditions of any other Loan Document, this Agreement shall govern.

14.19. Limitation on Agreements. All agreements between the Borrower, the Administrative Agent, the Arranger and each Lender in the Loan Documents are hereby expressly limited so that in no event shall any of the Loans or other amounts payable by the Borrower under any of the Loan Documents be directly or indirectly secured (within the meaning of Regulation U) by Margin Stock.

14.20. Disclaimers. The Administrative Agent, the Arranger and the Lenders shall not be liable to any contractor, subcontractor, supplier, laborer, architect, engineer, tenant or other party for services performed or materials supplied in connection with any work performed on the Projects, including any TI Work. The Administrative Agent, the Arranger and the Lenders shall not be liable for any debts or claims accruing in favor of any such parties against the Borrower or others or against any of the Projects. The Borrower is not and shall not be an agent of any Agent, the Arranger or the Lenders for any purposes and none of the Lenders, the Arranger, or the Agents shall be deemed partners or joint venturers with Borrower. None of the Administrative Agent, the Arranger or the Lenders shall be deemed to be in privity of contract with any contractor or provider of services to any Project, nor shall any payment of funds directly to a contractor or subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by any of the Administrative Agent, the Arranger or the Lenders and the Borrower agrees to hold the Administrative Agent, the Arranger and the Lenders harmless from any of the damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereof.

14.21. Entire Agreement. This Agreement, taken together with all of the other Loan Documents, embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings, written and oral, relating to the subject matter hereof.

14.22. Confidentiality. Each of the Agents, the Arranger and the Lenders agrees to keep confidential all non-public information provided to it by the Borrower pursuant to this Agreement that is designated by the Borrower as confidential; provided that nothing herein shall prevent the Agents or the Lenders from disclosing any such information (a) to the Agents, any other Lender or any Lender Affiliate (provided such Lender Affiliate is made aware of the confidentiality of such information and agrees to keep such information confidential), (b) to any Assignee, Participant or prospective Assignee or Participant or any actual or prospective counterparty (or its advisors) to any swap or derivative transactions relating to the Borrower and

its Obligations (provided such Person is made aware of the confidentiality of such information and agrees to keep such information confidential), (c) to the employees, directors, agents, attorneys, accountants and other professional advisors of any Lender, Assignee, Participant, prospective Assignee or Participant who are advised of the provisions of this Section, (d) upon the request or demand of any Governmental Authority having or asserting jurisdiction over either Agent or any Lender, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with the exercise of any remedy hereunder or under any other Loan Document, (g) upon the advice of counsel that such disclosure is required by law, (h) with the consent of the Borrower, (i) in connection with any litigation to which any Agent, Arranger or Lender is a party, or (j) to the extent such information becomes publicly available other than as a result of a breach of this Section 14.22 or becomes available to any Agent, Arranger or Lender on a nonconfidential basis from a source other than the Borrower.

14.23. Intentionally Omitted.

14.24. USA Patriot Act. Each of the Lenders hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub.L.107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow such Bank to identify Borrower in accordance with the Act. Neither the execution and delivery of the Notes and the other Loan Documents by the Borrower nor the use of the proceeds of the Loans, will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or the Anti-Terrorism Order or any enabling legislation or executive order relating to any of the same. Without limiting the generality of the foregoing, none of the Borrower, the Company, nor any of their respective Subsidiaries (a) is or will become a blocked person described in Section 1 of the Anti-Terrorism Order or (b) engages or will engage in any dealings or transactions or be otherwise associated with any such blocked person in any manner which violates applicable law or regulation.

[Remainder of Page Intentionally Left Blank--Signature Pages to Follow]

IN WITNESS WHEREOF the undersigned have duly executed this Agreement as a sealed instrument as of the date first set forth above.

BORROWER:

RECKSON OPERATING PARTNERSHIP, L.P.

By: Reckson Associates Realty Corp.

By: /s/ Jason Barnett

Name: Jason Barnett
Title: Executive Vice President
& General Counsel

Address for Notices:

225 Broadhollow Road
Melville, New York 11747

Attention: Michael Maturo

Telephone: 631-622-6630
Telecopy: 631-622-8994
Taxpayer Identification Number: 11-3233647

LENDERS:

CITICORP NORTH AMERICA, INC.,
individually and as Administrative Agent

By: /s/ David Bouton

Name: David Bouton
Title: Vice President

SCHEDULE LC

I. ADMINISTRATIVE AGENT

Citicorp North America, Inc.

Notice Address: 2 Penns Way, Suite 110
New Castle, DE 19720
Attention: Annemarie E. Pavco
Telecopy: 212-994-0849

II. LENDERS

a. Citicorp North America, Inc.

Notice Address, Domestic
and Eurodollar
Lending Office: 2 Penns Way, Suite 110
New Castle, DE 19720
Attention: Annemarie E. Pavco
Telecopy: 212-994-0849

Eurodollar Affiliate: None

Pro Rata Share: 100%

Term Loan Commitment: \$470,000,000.00

AMENDMENT NO. 1 TO THIRD

AMENDED AND RESTATED CREDIT AGREEMENT

This AMENDMENT NO. 1 TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment No. 1") is made as of May 11, 2005 by and among (a) Reckson Operating Partnership, L.P. (the "Borrower"), (b) the Lenders party hereto, and (c) JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank) as Administrative Agent (in such capacity, the "Administrative Agent") for the Lenders.

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to a Third Amended and Restated Credit Agreement dated as of August 6, 2004 (the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to the Borrower on the terms and conditions set forth therein;

WHEREAS, the Borrower has requested that the Lenders amend certain provisions of the Credit Agreement, and the Lenders party hereto are willing to so amend certain provisions of the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be legally bound by this Amendment No. 1, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement.
2. Amendment to Credit Agreement. As of the Effective Date (as defined in ss.4 hereof) Section 10.11(a) of the Credit Agreement is amended by restating such Section 10.11(a) in its entirety to read as follows:

"(a) Indebtedness. Neither the Borrower nor any of its Subsidiaries shall directly or indirectly create, incur, assume or otherwise become or remain directly or indirectly liable with respect to any Indebtedness, except (i) Total Outstanding Indebtedness which would not exceed sixty percent (60%) of Total Value as of the date of incurrence, (ii) Total Secured Outstanding Indebtedness which would not exceed forty percent (40%) of Total Value as of the date of incurrence or (iii) Total Recourse Secured Outstanding Indebtedness which would not exceed ten percent (10%) of Total Value as of the date of incurrence."

3. Provisions Of General Application.

3.1. Representations and Warranties. The Borrower hereby represents and warrants as of the date hereof that (a) each of the representations and warranties of the Borrower contained in the Credit Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Credit Agreement or this Amendment No. 1 are true and correct in all material respects as of the date as of which they were made and are true and correct in all material respects at and as of the date of this Amendment No. 1 (except to the extent that such representations and warranties expressly speak as of a different date), (b) no Potential Event of Default or Event of Default exists on the date hereof, and (c) this Amendment No. 1 has been duly authorized, executed and delivered by the Borrower and is in full force and effect as of the Effective Date, and the agreements and obligations of the Borrower contained herein constitute the legal, valid and binding obligations of the Borrower, enforceable against it in accordance with its terms, except to the extent that the enforcement hereof or the availability of equitable remedies may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent transfer, fraudulent conveyance or similar laws now or hereafter in effect relating to or affecting creditors' rights generally or by general principles of equity, or by the discretion of any court in awarding equitable remedies, regardless of whether such enforcement is considered in a preceding in equity or at law.

3.2. No Other Changes. Except as otherwise expressly provided or contemplated by this Amendment No. 1, all of the terms, conditions and provisions of the Credit Agreement remain unaltered and in full force and effect. The Credit Agreement and this Amendment No. 1 shall be read and construed as one agreement. The making of the amendments in this Amendment No. 1 does not imply any obligation or agreement by the Administrative Agent or any Lender to make any other amendment, waiver, modification or consent as to any matter on any subsequent occasion.

3.3. Governing Law. This Amendment No. 1 shall be deemed to be a contract under the laws of the State of New York. This Amendment No. 1 and the rights and obligations of each of the parties hereto are contracts under the laws of the State of New York and shall for all purposes be construed in accordance with and governed by the laws of such State (excluding the laws applicable to conflicts or choice of law).

3.4. Assignment. This Amendment No. 1 shall be binding upon and inure to the benefit of each of the parties hereto and their respective

permitted successors and assigns.

3.5. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, but all such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment No. 1, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

4. Effectiveness of this Amendment No. 1. This Amendment No. 1 shall become effective on the date on which the following conditions precedent are satisfied (such date being hereinafter referred to as the "Effective Date"):

(a) Execution and delivery to the Administrative Agent by the Requisite Lenders, the Borrower, the Guarantors and the Administrative Agent of this Amendment No. 1.

(b) Execution and delivery to the Administrative Agent of (i) a certificate of the Borrower confirming that there have been no changes to its charter documents since August 6, 2004, or (ii) if there have been changes to the Borrower's charter document since such date, a secretary's certificate of the Borrower certifying as to such changes.

(c) Delivery to the Administrative Agent of an incumbency certificate of the Borrower and of resolutions of the board of directors of the general partner of the Borrower authorizing this Amendment No. 1.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment No. 1 as of the date first set forth above.

RECKSON OPERATING PARTNERSHIP, L.P.

By: Reckson Associates Realty Corp., its general partner

By: /s/ Jason Barnett

Name: Jason Barnett
Title: Executive Vice Presieent & General Counsel

JPMORGAN CHASE BANK, N.A.,
individually and as Administrative Agent

By: Marc E. Costantino

Name: Marc E. Costantino
Title: Vice President

CITICORP NORTH AMERICA, INC.

By: /s/ David Bouton

Name: David Bouton
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, INC.

By:

Name:
Title:

By:

Name:
Title:

KEYBANK, NATIONAL ASSOCIATION

By:

Name:
Title:

THE BANK OF NEW YORK

By:

Name:

Title:

SCOTIABANC INC.

By:

Name:
Title:

THE BANK OF NOVA SCOTIA

By: _____

Name:
Title:

ING REAL ESTATE FINANCE (USA) LLC

By:

Name:

Title:

PNC BANK, NATIONAL ASSOCIATION

By:

Name:

Title:

COMMERZBANK AG, NEW YORK AND GRAND CAYMAN BRANCHES

By: -----
Name:
Title:

By: -----
Name:
Title:

MANUFACTURERS AND TRADERS TRUST COMPANY

By:

Name:

Title:

UBS LOAN FINANCE LLC

By: -----
Name:
Title:

By: -----
Name:
Title:

CHANG HWA COMMERCIAL BANK, LTD.

By:

Name:

Title:

COMERICA BANK

By: -----
Name:
Title:

EUROHYPO AG, NEW YORK BRANCH

By: -----
Name:
Title:

By: -----
Name:
Title:

FIRST HORIZON BANK, A DIVISION OF FIRST TENNESSEE BANK
N.A.

By: -----

Name:
Title:

CITIZENS BANK OF RHODE ISLAND

By:

Name:

Title:

Each of the undersigned Guarantors hereby acknowledges the foregoing Amendment No. 1 and reaffirms its guaranty of the Guaranteed Obligations (as defined in the Guaranty executed and delivered by such Guarantor) under the Credit Agreement and the other Loan Documents, each as amended hereby or in connection herewith, in accordance with the Guaranty executed and delivered by such Guarantor.

RECKSON ASSOCIATES REALTY CORP.

By: _____
Name:
Title:

RECKSON FS LIMITED PARTNERSHIP

By: Reckson Financing LLC, its general partner

By: Reckson Operating Partnership, L.P.,
its sole member

By: Reckson Associates Realty Corp., its
general partner

By:

Name:
Title:

360 HAMILTON PLAZA, LLC

By: Reckson Operating Partnership, L.P., its sole member

By: Reckson Associates Realty Corp., its general partner

By:

Name:

Title:

METROPOLITAN PARTNERS LLC

By: Reckson Operating Partnership, L.P., its sole member

By: Reckson Associates Realty Corp., its general partner

By: -----

Name:

Title:

METROPOLITAN OPERATING PARTNERSHIP, L.P.

By: Metropolitan Partners LLC, its general partner

By: Reckson Operating Partnership, L.P., its sole member

By: Reckson Associates Realty Corp., its general partner

By: -----

Name:

Title:

275 BROADHOLLOW LLC

By: RCG Holdings, Inc., its managing member

By:

Name:

Title:

1055 WASHINGTON BOULEVARD LLC

By: Reckson Operating Partnership, L.P., its sole member

By: Reckson Associates Realty Corp., its general partner

By: -----

Name:

Title:

RM SQUARE, LLC

By: Reckson Operating Partnership, L.P., its sole member

By: Reckson Associates Realty Corp., its general partner

By: -----

Name:

Title: