

STANDARD FORM OF OFFICE LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 20th day of October, 2005, between

TOWER PLAZA ASSOCIATES, L.P., a New York limited partnership, having offices c/o Lawrence Ruben Company, Inc., 600 Madison Avenue, New York, New York 10022 ("Owner" or "Landlord"), and THE REPUBLIC OF CHILE, REPRESENTED BY THE PERMANENT REPRESENTATIVE OF CHILE TO THE UNITED NATIONS, having offices at 3 Dag Hammarskjold Plaza, New York, New York 10017 ("Tenant"),

WITNESSETH: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord a portion of the 40th floor, not shown as hatched, but shown as subdivided in its interior on Exhibit A annexed hereto ("premises" or "demised premises") in the building known as One Dag Hammarskjold Plaza (the "building" or "Building"), in the Borough of Manhattan, City of New York, for a term (the "Term"), to commence on the date provided for in Article 51 (the "Commencement Date"), and expiring on December 31, 2015 (the "Expiration Date") (or until the Term ceases and expires as hereinafter provided), both dates inclusive, at the fixed annual rental rate (the "Fixed Rent") of \$522,903.00 per annum (the elements of which are set forth in Article 41), which Fixed Rent is subject to adjustment as provided in Articles 41 and 42,

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

- Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy the demised premises as executive, administrative and general offices and for no other purpose.

Tenant Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvement, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter at Tenant's expense, by payment of filing the bond required by law. All fixtures and all panelling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed, by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner, at Tenant's expense.

Maintenance and Repairs: 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant

shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by Owner. Any other repairs in or to the building or the facilities and systems thereof for which Tenant is responsible shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of its demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this Lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or, with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Nothing herein shall require Tenant to obtain structural repairs or alterations unless Tenant, by its manner of use of the demised premises or method of operation therein, violated any such laws, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to

12 Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorney's fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Owner to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Owner to any liability or responsibility to any person or for property damage. Tenant shall not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgement, to absorb and prevent vibration, noise and annoyance.

Subordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgage, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Property Loss, Damage Reimbursement Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever, but not limited to Owner's own use, Owner shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any sub-tenant, and any agent, contractor, employee, invitee or licensees of any sub-tenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

17 **Destruction, Fire and Other Casualty:** 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner (or sooner reoccupied in part by Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within 90 days after such fire or casualty, or 30 days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall

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not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and moveable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (c) ~~Nothing contained herein shall relieve Tenant from liability therefor~~ exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d), and (e) above against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefiting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appliances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease and assigns to Owner, Tenant's entire interest in any such award. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixture and equipment at the end of the term and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representative, successor and assigns, expressly covenants that it shall not assign, mortgage or otherwise this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant or the majority partnership interest of a partnership Tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Owner may elect to perform. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein provided they are concealed within the walls, floor, or ceiling. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the

34 same to prospective tenants. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or otherwise and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. 35 If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder.

Vault, Vault Space, Area: 14. No Vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of ten percent (10%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under §365 of Title 11 of the U.S. Code (bankruptcy code); or if Tenant shall fail to move into or take possession of the premises within thirty (30) days after the commencement of the term of this lease, then, in any one or more of such events, upon Owner serving a written notice upon Tenant specifying the nature of said default and upon the expiration of said notice (ten) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said (ten) day period, and if Tenant shall not have diligently commenced curing such default within such (ten) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written five (5) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required, then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives

the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises or in the event that the demised premises are re-let, for failure to collect the rent thereunder such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

37 Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, after notice if required and upon expiration of any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder. If Owner, in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding, and prevails in any such action or proceeding then Tenant will reimburse Owner for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner, as damages.

38 Building Alterations and Management: 20. Owner shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenants making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

39 No Representations by Owner: 21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement

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

End of Term: 22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this Lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 31 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease except the obligation to pay the fixed annual rent set forth in the preamble to this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of Trial by Jury: 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession including a summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4 except for statutory mandatory counterclaims.

Inability to Perform: 27. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment, fixtures, or other materials if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption or restrictions or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions which have been or are affected, either directly or indirectly, by war or other emergency.

Bills and Notices: 28. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the

building of which the demised premises form a part or at the last known residence address or business address of Tenant, or at the address of the aforesaid premises addressed to Tenant, and the time of the receipt of such bill or statement and of the giving of notices or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Services Provided by Owners: 29. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall provide: (a) necessary elevator facilities on business days from 8 a.m. to 6 p.m. and have one elevator subject to call at all other times; (b) heat to the demised premises when and as required by law, on business days from 8 a.m. to 6 p.m.; (c) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Owner shall be the sole judge), Owner may install a water meter at Tenant's expense which Tenant shall thereafter maintain at Tenant's expense in good working order and repair to register such water consumption and Tenant shall pay for water consumed as shown on said meter as additional rent as and when bills are rendered; (d) cleaning services for the demised premises on business days at Owner's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner reasonably satisfactory to Owner and no one other than persons approved by Owner shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (e) if the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excepted) from 8:00 a.m. to 6:00 p.m., and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid. If Tenant requires air conditioning/cooling or ventilation for more extended hours or on Saturdays, Sundays or on holidays, as defined under Owner's contract with Operating Engineers Local 94-94A, Owner will furnish the same at Tenant's expense.

RIDER to be added in respect to rates and conditions for such additional service: (f) Owner reserves the right to stop services of the heating, elevators, plumbing, air-conditioning, electric, power systems or cleaning or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner for as long as may be reasonably required by reason thereof. If the building of which the demised premises are a part supplies manually operated elevator service, Owner at any time may substitute automatic control elevator service and proceed diligently with alterations necessary therefor without in any wise affecting this lease or the obligation of Tenant hereunder.

Captions: 30. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof.

Definitions: 31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, bootblack or other stand, barber shop, or for other similar purposes or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days as observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

Adjacent Excavation-Shoring: 32. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 33. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner within 60 days after the giving of notice thereof. Nothing

Rider to be added if necessary.

in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Security: 34. Tenant has deposited with Owner the sum of \$ as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to

a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Estoppel Certificate: 35. Tenant, at any time, and from time to time, upon at least 10 days' prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this Lease, and, if so, specifying each such default.

Successors and Assigns: 36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, 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 Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

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* \$253,500.00 (the "Security Deposit")

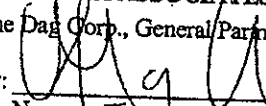
In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:


Witness for Tenant:

TOWER PLAZA ASSOCIATES, L.P.

By: One Dag Corp., General Partner

By: 
Name: Jonathan Mayhew
Title: Vice President

THE REPUBLIC OF CHILE, REPRESENTED BY THE PERMANENT REPRESENTATIVE OF CHILE TO THE UNITED NATIONS

By: 
Name: HERALDO MUÑOZ
Title: AMBASSADOR, PERMANENT REPRESENTATIVE OF CHILE TO THE UNITED NATIONS

ACKNOWLEDGEMENTS

CORPORATE OWNER
STATE OF NEW YORK, ss.:
County of

On this day of 19 before me personally came to me known, who being by me duly sworn, did depose and say that he resides in of the corporation described in and which executed the foregoing instrument, as OWNER; that he knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

CORPORATE TENANT
STATE OF NEW YORK, ss.:
County of

On this day of 19 before me personally came to me known, who being by me duly sworn, did depose and say that he resides in of the corporation described in and which executed the foregoing instrument, as TENANT; that he knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL OWNER
STATE OF NEW YORK, ss.:
County of

On this day of 19 before me personally came to be known and known to me to be the individual described in and who, as OWNER, executed the foregoing instrument and acknowledged to me that he executed the same.

INDIVIDUAL TENANT
STATE OF NEW YORK, ss.:
County of

On this day of 19 before me personally came to be known and known to me to be the individual described in and who, as TENANT, executed the foregoing instrument and acknowledged to me that he executed the same.

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Owner making the within lease with Tenant, the undersigned guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by Owner against Tenant of any of the rights or remedies reserved to Owner pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this lease and during any period when Tenant is occupying the premises as a "statutory tenant." As a further inducement to Owner to make this lease and in consideration thereof, Owner and the undersigned covenant and agree that in any action or proceeding brought by either Owner or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of this lease or of this guaranty that Owner and the undersigned shall and do hereby waive trial by jury.

Dated: 19

Guarantor

Witness

.....
Guarantor's Residence

.....
Business Address

.....
Firm Name

STATE OF NEW YORK)
.....

COUNTY OF)
.....

On this day of 19, before me personally came to me known and known to me to be the individual described in, and who executed the foregoing Guaranty and acknowledged to me that he executed the same.

Notary

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 33.

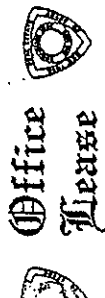
- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress or egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sideguards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose clerks, agents, employees or visitors, shall have caused it.
- No carpet, rug or other article shall be hung or shaken out of any window of the building and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any bicycles, vehicles, animals, fish, or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
- No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premise if the same is visible from the outside of the premises without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Tenant by Owner at the expense of such Tenant, and shall be of a size, color and style acceptable to Owner.
- No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
- No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore to Owner all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Owner the cost thereof.
- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours

- and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease or which these Rules and Regulations are a part.
- Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall cooperate to prevent the same.
- Owner reserves the right to exclude from the building all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Owner for all acts of such persons. Tenant shall not have a claim against Owner by reason of Owner excluding from the building any person who does not present such pass.
- Owner shall have the right to prohibit any advertising by any Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes or any unusual or other objectionable odors to permeate in or emanate from the demised premises.
- If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 3:00 p.m. in the case of services required on week days, and prior to 3:00 p.m. on the day prior in case of after hours service required on weekends or on holidays. Tenant shall cooperate with Owner in obtaining maximum effectiveness of the cooling system by lowering and closing venetian blinds and/or drapes and curtains when the sun's rays fall directly on the windows of the demised premises.
- Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto and shall be done during such hours as Owner may designate.
- Refuse and Trash. (1) Compliance by Tenant. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Owner. Such separate receptacles may, at Owner's option, be removed from the demised premises in accordance with a collection schedule prescribed by law. Tenant shall remove, or cause to be removed by a contractor acceptable to Owner, at Owner's sole discretion, such items as Owner may expressly designate. (2) Owner's Rights in Event of Noncompliance. Owner has the option to refuse to collect or accept from Tenant waste products, garbage, refuse or trash (a) that is not separated and sorted as required by law or (b) which consists of such items as Owner may expressly designate for Tenant's removal, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 15, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Owner.

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TO

STANDARD FORM OF



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19

Per Year

Per Month

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by
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by
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by
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by
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October 20

7

INSERTS TO LEASE DATED AS OF ~~August~~, 2005 BETWEEN
TOWER PLAZA ASSOCIATES, L.P., AS LANDLORD, AND
THE REPUBLIC OF CHILE, REPRESENTED BY THE PERMANENT REPRESENTATIVE
OF CHILE TO THE UNITED NATIONS, AS TENANT

1. See Article 55.
2. after Tenant receives notice thereof
3. Notwithstanding the foregoing, Tenant shall have no obligation to remove Alterations that are usable for an ordinary, single floor office tenancy.
4. interior of the
5. of Tenant (other than by Landlord) or, except to the extent caused by the negligence or willful misconduct of Landlord or its agents or employees,
6. of Tenant
7. , the current version of which is attached as Exhibit B (as in effect from time to time, the "Approved Contractors List")
8. Notwithstanding anything herein to the contrary, Tenant shall not be required to make any repairs (whether structural or non-structural) to the extent the same are necessitated by the negligence or willful misconduct of Landlord or its agents or employees.
9. except as otherwise may be specifically set forth in this lease.
10. See Article 69.
11. Nothing herein shall require Tenant to make structural repairs or alterations except to the extent necessitated or made applicable by Tenant's Alterations or its particular manner of use of the demised premises or method of operation therein. If Tenant ceases a manner of use of, or method of operation in, the demised premises and such cessation will obviate the necessity of making a structural repair or alteration, Tenant no longer shall have any responsibility to make such repair or alteration. Landlord agrees, at Landlord's expense, to comply with all laws, orders and regulations of governmental authorities with respect to the demised premises and/or the Building other than those that are the responsibility of Tenant in accordance with the terms of this lease or of another tenant under the terms of its lease. See Article 69. As used in this lease, the term "structural" means affecting the plumbing, electrical and HVAC systems of the Building up to the point of tenant distribution as well as the Building's structure. Notwithstanding the foregoing, however, Tenant shall, at Tenant's sole cost and expense, be responsible for compliance with all Laws, whether now or hereafter in effect, and all amendments thereto, requiring or recommending the installation of a sprinkler system within the demised premises or that any changes or additional sprinkler heads or other additional equipment be made or added to any existing sprinkler installation, even if the same requires structural changes, and whether or not the same is applicable by reason of Tenant's actions or method of doing business or otherwise.
12. reasonable
13. reasonably
14. unreasonable
15. See Article 50.
16. or willful misconduct
17. for a period not in excess of ten (10) business days, or if any windows are closed, darkened or bricked up for a longer period, if required by Law or otherwise not within the reasonable control of Landlord, in either case
18. ; provided, however, that if a substantial portion of the demised premises is damaged and Tenant cannot reasonably operate any part of the business previously operated in the balance of the demised premises (and in fact does not conduct any business in the premises), Fixed Rent and additional rent will abate for the entire demised premises until the earlier of (i) fifteen (15) days after notice to Tenant that the restoration for which Landlord is responsible has been substantially completed, or (ii) occupancy by Tenant of any portion of the demised premises.
19. or inaccessible
20. or access restored, as the case may be,

- W
21. or Tenant
 22. affected portion of the
 23. thirty (30)
 24. See Article 62.
 25. See Article 64.
 26. , or if access thereto is permanently and materially impaired, in each case
 27. , leasehold improvements
 28. and provided further, in the case of leasehold improvements, that such claim shall be limited to the unamortized cost of such improvements to the extent paid for by Tenant.
 29. which is not cured after notice and expiration of any applicable cure period
 30. in accordance with the standards and procedures of this lease. See Article 44. In no event may Tenant mortgage or otherwise encumber its interest in this lease.
 31. See Article 42.
 32. See Article 69.
 33. twelve (12)
 34. , in an emergency,
 35. Landlord shall, except in an emergency, give Tenant reasonable advance notice of an intended entry to the demised premises in order to enable Tenant to have a representative present on all such occasions, if Tenant so desires. See Article 69. Upon the completion of such work, the usable area of the demised premises shall not have been reduced (except to a *de minimis* extent) and Landlord shall restore the portions of the demised premises affected by such work to the condition they were in immediately prior to the performance of such work. Landlord shall not make any additions, alterations or improvements to the demised premises that are not necessary but merely desirable, unless the same are desired by Landlord in order to improve the functioning of the Building and/or its mechanical systems or to reduce the cost thereof.
 36. , a true copy of which Landlord represents is attached hereto as Exhibit C.
 37. (which, if involuntary, is not dismissed within ninety (90) days after the filing thereof)
 38. federal discount rate
 39. abandoned
 40. thirty (30)
 41. and such default in payment is not cured within five (5) business days after notice.
 42. further
 43. as permitted by law
 44. (provided that Landlord does not arbitrarily refuse to relet). Landlord shall not be deemed to have arbitrarily refused to relet the demised premises or any part or parts thereof if: (1) Landlord first rents any other vacant space in the Building; (2) Landlord refuses to rent all or any part of the demised premises to any party which Landlord, in its discretion, exercised in good faith, considers an unsuitable tenant for the Building or a party with whose financial condition Landlord is dissatisfied; or (3) Landlord refuses to rent all or any part of the demised premises because a proposed leasing transaction is, in Landlord's discretion, exercised in good faith, financially or otherwise unsatisfactory to Landlord.
 45. (subject to insert 44)
 46. Unless required by applicable Law, Landlord agrees that Landlord's right to change the arrangement and/or location of the foregoing shall not substantially decrease the usable area of the demised premises or materially impair Tenant's ingress to or egress from the demised premises. Except as otherwise expressly provided herein,
 47. The provisions of the preceding sentence shall not affect Landlord's repair obligations contained elsewhere in this lease.
 48. or Tenant
 49. either party

50. such party
51. , return receipt requested, or by nationally recognized air courier against a receipt,
52. Notwithstanding the foregoing, bills and statements may be sent by ordinary mail without duplicate copies.
53. Notices shall be deemed delivered upon receipt or upon refusal to accept delivery. Either party may change its address for notices by giving notice of the new address to the other party as aforesaid. Notices from either party's counsel shall be deemed made on behalf of such party.
54. this lease is in effect,
55. to the extent the same is in excess of that of an ordinary business office
56. See Article 69.
57. conditioned or
58. , which rules and regulations shall be consistent with the provisions of this lease and be promulgated and enforced on a nondiscriminatory basis as to Tenant.
59. or any changes to existing rules and regulations shall be given as provided in Article 28.
60. sixty (60)

12

October 20
RIDER TO LEASE DATED AS OF ~~AUGUST~~, 2005 BETWEEN
TOWER PLAZA ASSOCIATES, L.P., AS LANDLORD, AND THE REPUBLIC OF CHILE,
REPRESENTED BY THE PERMANENT REPRESENTATIVE OF CHILE TO THE UNITED
NATIONS, AS TENANT

If and to the extent that any of the provisions of this rider conflict or are otherwise inconsistent with any of the printed provisions of this lease, whether or not such inconsistency is expressly noted in this rider, the provisions of this rider shall prevail.

37. Definitions

The following terms contained in this Article 37 shall have the meanings hereinafter set forth as such terms are used throughout this lease, including the exhibits, schedules and riders hereto (if any).

- (A) "Base Tax Year" shall mean the tax fiscal year July 1, 2005 to June 30, 2006.
- (B) "Base Year Taxes" shall mean the Real Estate Taxes as finally determined for the Base Tax Year.
- (C) "Subsequent Tax Year" shall mean any tax fiscal year commencing on or after July 1, 2006.
- (D) "Tenant's Proportionate Share" shall mean 1.43%.
- (E) "Base Operating Expenses" shall mean the Operating Expenses incurred for calendar year 2005 (2005 being the "Base Operational Year").
- (F) "Operational Year" shall mean each calendar year during the Term commencing with 2006.
- (G) "Electric Factor" initially shall mean \$30,759.00 per annum, subject to adjustment in accordance with the terms of Article 42.
- (H) "Net Rent" initially shall mean \$492,144.00 per annum, subject to adjustment as provided in Article 41.
- (I) "Base Electric Date" shall mean January 1, 2006.
- (J) "Broker" shall mean Newmark & Company Real Estate, Inc..
- (K) "Law" shall mean any law, rule, order, ordinance, regulation or requirement of any governmental authority having or asserting jurisdiction or any order, rule, requirement or regulation of any utility company, insurer of Landlord or the Board of Fire Underwriters (or successor organization), whether now or hereafter in effect, and all amendments thereto.

38. Rental Payments

- (A) All payments other than Fixed Rent to be made by Tenant pursuant to this lease shall be deemed additional rent and, in the event of any non-payment thereof, Landlord shall have all rights and remedies provided for herein or by law for non-payment of rent.
- (B) All payments of Fixed Rent and additional rent (collectively, "rent" or "rental") to be made by Tenant pursuant to this lease shall be made by checks drawn upon a United States bank that is a member of the New York Clearing House Association or any successor thereto.
- (C) If Landlord receives from Tenant any payment less than the sum of the Fixed Rent and additional rent then due and owing pursuant to this lease, Tenant hereby waives its right, if any, to designate the items to which such payment shall be applied and agrees that Landlord in its sole discretion may apply such payment in whole or in part to any Fixed Rent, any additional rent or to any combination thereof then due and payable hereunder.
- (D) Unless Landlord shall otherwise expressly agree in writing, acceptance of Fixed Rent or additional rent from anyone other than Tenant shall not relieve Tenant of any of its obligations under this lease, including the obligation to pay Fixed Rent and additional rent (except to the extent that any such Fixed Rent and/or additional rent has already been accepted and retained by Landlord), and Landlord shall have the right at any time, upon notice to Tenant, to require Tenant to pay the Fixed Rent and additional rent payable hereunder directly to Landlord. Furthermore, such acceptance of Fixed Rent or additional rent shall not be deemed to constitute Landlord's consent to an assignment of this lease or a subletting or other occupancy of the demised premises by anyone other than Tenant, nor a waiver of any of Landlord's rights or Tenant's obligations under this lease. Payment of rent by any party other than Tenant shall be deemed to be made by such party as agent for, and on behalf of, Tenant.

(E) Landlord's failure to timely bill all or any portion of any amount payable pursuant to this lease for any period during the Term shall neither constitute a waiver of Landlord's right to ultimately collect such amount or to bill Tenant at any subsequent time retroactively for the entire amount so unbilled, which previously unbilled amount shall be payable within thirty (30) days after being so billed.

(F) If the Commencement Date is other than the first day of the month, or if the Expiration Date is other than the last day of a month, then all amounts payable hereunder with respect to such month shall be appropriately pro-rated based on the number of days in such month in which this lease is in effect.

39. Tax Escalation

(A) For purposes of this lease, "Real Estate Taxes" shall mean all the real estate taxes and assessments imposed by any governmental authority having jurisdiction over the Building and the land upon which it is located ("Land") (including specifically, but without limitation, so-called "BID" taxes) or any tax or assessment hereafter imposed in whole or in part in substitution for such real estate taxes and/or assessments, but excluding (x) penalties and interest incurred by reason of Landlord's failure to make timely payment, (y) mortgage, recording, transfer and capital gains taxes incurred in connection with a sale or refinancing of the Building and/or Land, and (z) income, estate, succession, inheritance, corporate, gift, capital stock and franchise taxes of Landlord, unless in the case of clause (z) such taxes are imposed in whole or in part in substitution for real estate taxes or assessments or any part thereof as aforesaid.

(B) If the Real Estate Taxes for any Subsequent Tax Year during the Term exceed the Base Year Taxes (as initially imposed, if not finally determined when a payment is due pursuant to this Section (B)), Tenant shall pay Landlord Tenant's Proportionate Share of such excess within thirty (30) days after Landlord shall furnish to Tenant a statement (the "Tax Statement") setting forth the amount thereby due and payable by Tenant. If Real Estate Taxes are payable by Landlord to the applicable taxing authority in installments, then Landlord shall bill Tenant for Tenant's Proportionate Share of increased Real Estate Taxes in corresponding installments, such that Tenant's payment is due not more than fifteen (15) days prior to the date when Landlord is obligated to pay the Real Estate Taxes to the applicable taxing authority. If the actual amount of Real Estate Taxes is not known to Landlord as of the date of Landlord's Tax Statement, then Landlord may nevertheless bill Tenant for such installment on the basis of a reasonable, good faith estimate, in which event Tenant shall pay the amount so estimated within thirty (30) days after receipt of such bill (but not more than fifteen (15) days prior to the date when Landlord is obligated to pay the Real Estate Taxes to the applicable taxing authority), subject to prompt refund by Landlord, or payment by Tenant, upon a supplemental billing by Landlord once the amount actually owed by Tenant is determined. Landlord shall provide Tenant with a copy of the current tax bill used in the preparation of the Tax Statement together with the Tax Statement.

(C) If the Base Year Taxes ultimately are reduced to less than the Real Estate Taxes initially imposed upon the Land and the Building for the Base Tax Year, Tenant shall pay Landlord, promptly upon demand, any additional amount thereby payable pursuant to Section (B) for all applicable Subsequent Tax Years.

(D) If Landlord receives any refund of Real Estate Taxes for any Subsequent Tax Year for which Tenant has made a payment pursuant hereto, Landlord shall (after deducting from such refund all reasonable expenses incurred in connection therewith, to the extent not already paid by Tenant pursuant to the last sentence of this Section) pay Tenant (subject to the succeeding sentence), Tenant's Proportionate Share of the net refund. If at the time Landlord receives any such refund of Real Estate Taxes, Tenant is in monetary default hereunder beyond any applicable notice and cure period, Landlord shall deduct from Tenant's Proportionate Share of the net refund the amount required to offset Tenant's monetary default. Tenant shall pay Landlord Tenant's Proportionate Share of the reasonable costs and expenses of any nature (including, without limitation, consulting, appraisal, legal and accounting fees) incurred by Landlord in connection with any tax protest or other proceeding or arrangement leading or intending to lead to a reduction in Real Estate Taxes for any Subsequent Tax Year, whether before or after the initial assessment thereof.

(E) If any Subsequent Tax Year is only partially within the Term, all payments pursuant hereto shall be appropriately prorated, based on the portion of the Subsequent Tax Year which is within the Term. Except as limited by Articles 9 and 10: (1) Tenant's obligation to make the payments required by Sections (B), (C) and (D) shall survive the Expiration Date or any sooner termination of this lease; and (2) Landlord's obligation to make the payments required by Section (D) shall survive the Expiration Date or any sooner termination of this lease pursuant to Articles 9

and 10.

(F) Each Tax Statement given by Landlord pursuant to Section (B) shall be binding upon Tenant unless, within sixty (60) days after its receipt of such Tax Statement, Tenant notifies Landlord of its disagreement therewith, specifying the portion thereof with which Tenant disagrees. Pending resolution of such dispute, Tenant shall, without prejudice to its rights, pay all amounts determined by Landlord to be due, subject to prompt refund by Landlord (without interest) upon any contrary determination.

40. Operating Expense Escalation

(A) For all purposes of this lease:

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

- (a) salaries, wages, medical, surgical and general welfare benefits (including group life and medical insurance) and pension payments, payroll taxes, worker's compensation, union benefits paid by employer, unemployment insurance, social security and other similar taxes of or with respect to employees of Landlord and/or independent contractors engaged in operation and maintenance of Landlord's Property;
- (b) payments made to independent contractors for maintenance, cleaning and/or operation;
- (c) the cost of uniforms, including dry cleaning thereof, for employees;
- (d) the cost of all gas, steam, heat, ventilation, air conditioning and water (including sewer rental), together with any taxes thereon;
- (e) the cost of all rent, casualty, war risk (if obtainable), liability, excess liability, property damage, indemnification, plate glass, multi-risk and other insurance covering Landlord and/or all or any portion of Landlord's Property;
- (f) the cost of all supplies (including cleaning supplies), tools, materials and equipment;
- (g) the cost of all charges to Landlord for electricity consumed for the public areas of the Building and Building systems and equipment, together with any taxes thereon;
- (h) repairs or replacements made by Landlord, at its expense;
- (i) straight line amortization (including interest at the rate of two (2%) percent per annum in excess of the "prime rate" or "base rate" of Citibank, N.A. at the time such expenditure is made) over a ten (10) year period of any expenditure for a capital improvement to the extent it is reasonably expected to result in a reduction of Operating Expenses;
- (j) reasonable and customary management fees, not to exceed three (3%) percent of gross rentals;
- (k) sales and use taxes;
- (l) dues and fees for trade and industry associations and costs of their related activities, all relating to Landlord's Property;
- (m) Building and home-office administrative costs and expenses for bookkeeping and telephone;
- (n) attorney's fees and fees paid to other professionals for services rendered in connection with the maintenance and/or operation of Landlord's Property;
- (o) costs and expenses incurred by Landlord in connection with compliance with Law; provided, however, that to the extent that any such cost or expense is capital in nature, it shall be amortized as set forth in clause (i) above; and provided further that Operating Expenses shall not include costs and expenses incurred in connection with compliance with any such Law (i) that is in effect on the date of execution of this lease; (ii) with which it is Landlord's obligation to comply; and (iii) which, under present judicial or administrative interpretation, is being violated on the date of this lease; and
- (p) all other reasonable costs and expenses incurred by Landlord for operation and maintenance of Landlord's Property which are customary for similar buildings in

New York City.

15

(2) If any of the aforesaid costs and expenses relate to other property as well as to Landlord's Property, they shall be included in Operating Expenses only to the extent fairly allocable to Landlord's Property. Notwithstanding anything in this lease to the contrary, there shall be no duplication among items included in Operating Expenses notwithstanding that a particular item may be included in two or more categories, and the following items shall be excluded or deducted from Operating Expenses:

- (a) Real Estate Taxes;
- (b) any items to the extent that Landlord is or is required to be reimbursed by insurance or otherwise compensated or otherwise reimbursed (except by reason of provisions similar in intent to this Article 40);
- (c) mortgage principal, interest or penalties, and rents and other payments under any superior lease (except to the extent otherwise constituting an Operating Expense) and the costs of consummating any such lease or mortgage;
- (d) leasing commissions;
- (e) capital improvements (except as provided in clauses A(1)(i) and A(1)(o) above), and rental charges for equipment ordinarily considered to be of a capital nature (except as provided in clauses A(1)(i) and A(1)(o) above and except if such equipment is customarily leased in the operation of Manhattan office buildings similar to the Building);
- (f) the cost of electrical energy and other utilities furnished and billed directly to tenants of the Building by the applicable utility company;
- (g) the cost of tenant installations and decorations incurred in connection with preparing space for a new tenant (including Tenant);
- (h) salaries and benefits of personnel above the grade of property manager;
- (i) brokerage commissions, origination fees, points, mortgage recording taxes, title charges and other costs or fees incurred in connection with any financing or refinancing;
- (j) brokerage commissions, consulting fees, attorneys' fees and disbursements and rent concessions of any nature, incurred in connection with the leasing of space in the Building (including without limitation all costs of the surrender or modification of any lease of space in the Building);
- (k) the cost of repairs and replacements incurred by reason of fire or other casualty or condemnation, to the extent Landlord is or is required to be reimbursed by insurance or a condemnation award (or, if Landlord is not fully reimbursed by insurance by reason of Landlord's willful misconduct or negligent failure to file a claim, or other negligent actions or omissions on Landlord's behalf, to the extent Landlord would have been so reimbursed in the absence of such willful misconduct or negligence);
- (l) marketing, promotion and advertising expenses in connection with the Building;
- (m) the cost of installing, operating and maintaining any commercial concessions operated by Landlord in the Building or of installing, operating and maintaining any specialty services such as a Building cafeteria or dining facility, or an athletic, luncheon or recreational club;
- (n) additions to Building reserves;
- (o) rebates, credits and similar items of which Landlord receives the benefit;
- (p) the cost of relocating any tenant in the Building;
- (q) damages paid by Landlord and costs of litigation in connection with actions by tenants for Landlord's negligence or claimed breaches by it of its contractual obligations with such tenants;
- (r) depreciation and amortization (except as provided in clauses A(1)(i) and A(1)(o));
- (s) that portion of any cost paid to a corporation or other entity affiliated with Landlord (*i.e.*, controlling, controlled by or under common control with Landlord) which is in excess of the amount which would be paid in the absence of such relationship;

- 16
- (t) professional fees incurred in disputes or litigation with tenants;
 - (u) the cost of any repair made by Landlord to remedy damage caused by or resulting from the negligence or willful misconduct of Landlord or its agents or employees; or
 - (v) any costs and expenses covered in Article 67.

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

(C) If Landlord is not furnishing any particular work or service (the cost of which if performed by Landlord would constitute an Operating Expense) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, the Operating Expenses for each Operational Year (including the Base Operational Year if such situation existed during the Base Operational Year) during which such situation exists shall be increased by an amount equal to the additional Operating Expense which reasonably would have been incurred during such period by Landlord if it had at its own expense furnished such service or services to such tenant.

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

(E) During or after the first Operational Year, Landlord shall forward Tenant an itemized statement in reasonable detail prepared by Landlord's accountants ("Operating Statement") of the Base Operating Expenses. Thereafter, during each succeeding Operational Year during the Term, Landlord shall forward to Tenant an Operating Statement of the Operating Expenses for the prior Operational Year and a computation of the amount payable by Tenant pursuant to this Article for such Operational Year.

(F) Intentionally omitted.

(G) With each installment of Fixed Rent payable during the Term during and after the second Operational Year, Tenant shall pay to Landlord, on account of the amount payable pursuant to this Article for the then current Operational Year, an amount equal to 110% of the amount of the monthly payment due the preceding Operational Year

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

(I) The parties' obligation to make any payment pursuant to this Article shall survive the Expiration Date or any sooner termination of this lease and shall be appropriately prorated for any Operational Year which is only partially within the Term.

(J) Each Operating Statement given by Landlord pursuant to Section (E) shall be binding upon Tenant unless, within one (1) year after its receipt of such Operating Statement, Tenant notifies Landlord of its disagreement therewith, specifying the portion thereof with which Tenant disagrees. Tenant shall have the right, upon reasonable notice, to audit Landlord's records regarding Operating Expenses, but not more frequently than once a year and only during or within three (3) months after the period in which Tenant is entitled to send a notice of disagreement. Tenant covenants that (i) it will hold the results of any investigation into Landlord's records in the strictest confidence (provided, however, that Tenant may discuss the results of the audit with its attorneys, accountants and other consultants and use the information obtained in the audit to the extent required in any legal or arbitration proceedings related thereto or as may be required by Law); (ii) it will cause any consultants retained by it to make a similar covenant for the benefit of Landlord; and (iii) the compensation payable to no party retained by it in connection with such an audit shall depend or be contingent, in whole or in part, on the results of any such audit or the resolution of any dispute with Landlord regarding Operating Expenses. Pending resolution of such dispute, Tenant shall, without prejudice to its rights, pay all amounts determined by Landlord to be due, subject to prompt refund by Landlord (without interest) upon any contrary determination.

41. Definition of Fixed Rent; Abatement and Adjustments of Net Rent 17

Fixed Rent in effect from time to time equals the Net Rent in effect from time to time plus the Electric Factor in effect from time to time. The following table gives the Net Rent, the Electric Factor and Fixed Rent for each applicable annual period throughout the Term (it being acknowledged and agreed that the Electric Factor (and, consequently, the Fixed Rent) is subject to adjustment in accordance with the terms of Article 42). As used in the table, Year 1 begins on the Commencement Date and ends on the day preceding the first anniversary thereof. Each successive Year begins on the first or next anniversary of the Commencement Date and ends one year later (subject to pro-ration for the final Year).

<u>Year</u>	<u>Net Rent (per annum)</u>	<u>Electric Factor (per annum)</u>	<u>Fixed Rent (per annum)</u>
Year 1	\$492,144.00	\$30,759.00	\$522,903.00
Year 2	\$502,397.00	\$30,759.00	\$533,156.00
Year 3	\$512,650.00	\$30,759.00	\$543,409.00
Years 4-5	\$543,409.00	\$30,759.00	\$574,168.00
Year 6	\$553,662.00	\$30,759.00	\$584,421.00
Year 7 - Expiration Date	\$584,421.00	\$30,759.00	\$615,180.00

42. Electricity

(A) As an incident to this lease and as part of the Fixed Rent payable hereunder, Landlord shall furnish to Tenant, through transmission facilities installed by Landlord in the Building, at least five (5) watts per rentable square foot connected load of alternating electric current (exclusive of base Building HVAC) to be used by Tenant in, or in connection with, the demised premises. Landlord shall not be liable in any way to Tenant for any failure or defect in supply or character of electric current furnished to the demised premises, except to the extent caused by the negligence or wilful misconduct of Landlord or its agents or employees. At Tenant's request, Landlord shall furnish and install all lighting tubes, ballasts, lamps and bulbs used in the demised premises and Tenant shall pay, promptly upon demand, Landlord's reasonable charges therefor. Tenant shall use said electric current for lighting and, insofar as applicable Laws permit, for operation of such equipment as is normally used in connection with the operation of a business office.

(B) Tenant's use of electric current in the demised premises shall not at any time exceed the greater of five (5) watts per rentable square foot connected load (exclusive of base Building HVAC) or the actual then-available capacity. Tenant shall not make or perform, or permit the making or performing of, any alterations to wiring installations or other electrical facilities in or serving the demised premises or any additions to the business machines, office equipment or other appliances in the demised premises which utilize electrical energy without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld. Should Landlord grant any such consent, all additional risers or other equipment required therefor shall be installed by Landlord and the reasonable out-of-pocket cost thereof shall be paid by Tenant promptly upon demand. As a condition to granting any such consent, Landlord may require that Tenant agree to an increase in the Electric Factor (and the Fixed Rent) payable hereunder pursuant to Section (C).

(C) Landlord may, at any time, retain a reputable independent electrical engineer or qualified consultant ("Landlord's Electrical Consultant"), selected and paid by Landlord, to make a survey of the electrical wiring, power load, hours of use and other relevant factors to determine what the value would be to Tenant if it were purchasing electricity directly from the entity providing electricity to the Building ("Electric Company") at Landlord's rate schedule. If the Electric Factor (and the Fixed Rent) then payable hereunder does not fairly reflect such value as determined by Landlord's Electrical Consultant, the Electric Factor (and the Fixed Rent) shall be increased by a sufficient amount such that the same shall fairly reflect such value. The findings of Landlord's Electrical Consultant in all such instances shall be conclusive upon the parties (subject to Section (G) below). When the amount of such value is so determined, the parties shall execute and exchange an agreement supplementary hereto to reflect any appropriate increase in the amount of the Electric Factor (and the Fixed Rent) payable hereunder, effective from the earlier of (1) the date of such survey or (2) the date determined by Landlord's Electrical Consultant to be the date when such increased usage commenced (and Tenant shall cooperate with Landlord's Electrical

12

Consultant and shall promptly provide copies of records, purchase orders and the like Landlord's Electrical Consultant requests to aid in such determination) in his sole but good faith discretion, but such increase shall be effective from such date even if such supplementary agreement is not executed.

(D) If any tax (not including an income, franchise or unincorporated business tax) is imposed upon Landlord in connection with the furnishing of electric current to Tenant by any federal, state or local government, subdivision or authority, Tenant shall pay Landlord an amount equal to such tax, where permitted by Law. The foregoing does not apply to taxes in effect as of the date of this lease, which are subsumed within the initial Electric Factor.

(E) If, subsequent to the Base Electric Date, the Electric Company rate schedule or any portion of the charge for the supply of electric current to the Building is increased or decreased or such rate schedule is superseded by another rate schedule, the Electric Factor (and therefore the component of Fixed Rent that consists of the Electric Factor) shall be increased or decreased by the percentage of increase or decrease in Landlord's cost for purchasing electricity for the Building resulting therefrom. However, in no event shall the Electric Factor be reduced to less than the amount set forth in Section 37(G), as such amount may be increased from time to time as a result of the addition of space to the premises initially demised by this lease. Landlord shall provide Tenant with reasonable documentation to support any such adjustment. If Tenant believes that a decrease in the Electric Factor is warranted by reason of the provisions of this Section or Section (C) hereof, it may by notice to Landlord make such a claim. If Landlord and Tenant cannot agree on any adjustment, or whether an adjustment is warranted, the matter shall be determined by Landlord's Electrical Consultant, to be paid equally by both parties. The findings of Landlord's Electrical Consultant, in all such instances, shall be conclusive upon the parties, subject to Section (G) below. Whenever the amount of any such adjustment is so determined, the parties shall execute and exchange an agreement supplementary hereto to reflect such adjustment in the amount of the Electric Factor (and the Fixed Rent) payable hereunder, effective from the effective date of such increase, decrease or change in such rate schedule or charge, but such adjustment shall be effective from such date whether or not a supplementary agreement is executed.

(F) If required by Law or the Electric Company, Landlord reserves the right to discontinue furnishing electric current to Tenant in the demised premises at any time upon not less than ninety (90) days' (or such lesser time as may be required by Law or the Electric Company) written notice to Tenant. If Landlord exercises such right, this lease shall continue in full force and effect and shall not be affected thereby, except that, from and after the effective date of such discontinuance, Landlord shall not be obligated to furnish electric current to Tenant and the Fixed Rent payable hereunder shall be reduced to and become the Net Rent from time to time in effect. If Landlord so discontinues furnishing electric current to Tenant, Tenant shall arrange to obtain electric current directly from the Electric Company. Such electric current may be furnished to Tenant by means of the then existing Building system feeders, risers and wiring to the extent that the same are available, suitable and safe for such purposes. All meters and additional panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain electric current directly from the Electric Company shall be installed and maintained by Tenant, at Tenant's expense. Provided that Tenant proceeds promptly and diligently after receipt of Landlord's notice to arrange to obtain electric current directly from the Electric Company, Landlord may not discontinue electric service until Tenant is able to obtain service directly from the Electric Company (unless Landlord is compelled to do so by Law or the Electric Company).

(G) Anything in this Article to the contrary notwithstanding, if Tenant disputes any determination made by Landlord's Electrical Consultant or engineer pursuant to Section (C) or (E), Tenant may challenge such determination (but not any prior determination of Landlord's Electrical Consultant), within ninety (90) days after receipt thereof (time being of the essence), by submitting a different estimate made by Tenant's reputable independent electrical engineer or qualified consultant ("Tenant's Electrical Consultant"), which shall be paid by Tenant. If Landlord's Electrical Consultant and Tenant's Electrical Consultant agree on a determination, such agreement shall be conclusive upon the parties. If Landlord's Electrical Consultant and Tenant's Electrical Consultant cannot agree, they shall select a third reputable independent electrical engineer or qualified consultant, to be paid equally by both parties, to make a binding determination with respect to such dispute. If Landlord's Electrical Consultant and Tenant's Electrical Consultant cannot select a third electrical engineer or consultant, the same shall be selected by the Presiding Judge of the Appellate Division of the Supreme Court of the State of New York, First Department. No delay in the resolution of any such dispute shall affect the effective date of any such determination.

43. Restrictions on Use

19

(A) Anything in Article 2 to the contrary notwithstanding, Tenant shall not use or permit all or any part of the demised premises to be used for the: (1) storage for purpose of sale of any alcoholic beverage in the demised premises; (2) storage for retail sale of any product or material in the demised premises; (3) conduct of a manufacturing, printing or electronic data processing business, except that Tenant may operate business office reproducing equipment, electronic data processing equipment and other business machines for Tenant's own requirements (but not those of any other party); (4) rendition of any health or related services (which shall not be deemed to prohibit the use of the premises as the general offices of a company that provides health or related services elsewhere), conduct of a school or conduct of any business which results in the presence of the general public in the demised premises; (5) conduct of the business of an employment agency or executive search firm; (6) conduct of any public auction, gathering, meeting or exhibition; (7) conduct of a stock brokerage office or business that results in the presence of the general public in the premises; or (8) occupancy by a foreign, United States, state, municipal or other governmental or quasi-governmental body, agency or department or any authority or other entity which is affiliated therewith or controlled thereby (other than the named Tenant).

(B) Tenant shall not use or permit all or any part of the demised premises to be used in any manner that is inconsistent with a first class office building or so as to impose any material additional burden upon Landlord in its operation.

(C) Tenant shall not obtain or accept for use in the demised premises towel, barbering, boot blacking, floor polishing, lighting maintenance, cleaning or other similar services from any party not theretofore approved by Landlord (which approval will not be unreasonably withheld. Such services shall be furnished only at such hours, in such places within the demised premises and pursuant to such regulations as Landlord reasonably prescribes.

44. Assignment, Etc.

Supplementing Article 11:

(A) Tenant shall neither: (i) publicly advertise the availability of all or any part of the premises for assignment, sublease or occupancy at a rental rate less than the rental rate at which Landlord is then offering to lease comparable space in the Building (as reasonably documented by Landlord, if Tenant so requests) (but the foregoing shall not be deemed to prohibit Tenant from entering into a transaction at less than such rental rate); or (ii) assign this lease to or sublet to or permit the occupancy of all or any part of the demised premises by any other party which is then a tenant, subtenant, licensee or occupant of any space in the Building or which has actively negotiated with Landlord for space in the Building within the six (6) month period preceding the date of Landlord's receipt of Tenant's Notice pursuant to Sections (B) or (C) below.

(B) For the purposes of this Article 44, a direct or indirect transfer of more than a fifty percent (50%) beneficial interest in Tenant or in any party directly or remotely controlling Tenant ("controlling" meaning ownership of more than fifty (50%) percent of the equity interests in the party in question), whether such transfer occurs at one time, or in a series of related transactions, and whether of stock, partnership interest or otherwise, is deemed an assignment of this lease. If Tenant wishes to assign this lease, sublet all or any part of the demised premises or permit the demised premises to be occupied by any other party (any occupancy by a third party being deemed, for the purposes of this Article, a sublease and the occupant being deemed a subtenant), Tenant shall first notify Landlord ("Tenant's Notice"), (i) specifying the name of the proposed assignee or subtenant, the character of its business, the terms of the proposed assignment or sublease (including, without limitation, the commencement date of the sublease or effective date of the assignment, as the case may be, which shall be not less than ninety (90) days from the delivery of Tenant's Notice, and, in the case of a sublease, the expiration date thereof); and (ii) providing current information as to the financial responsibility and standing of the proposed assignee or subtenant; and Tenant shall in addition provide Landlord with such other information as it reasonably requests. If only a portion of the demised premises is to be so sublet, Tenant's Notice shall be accompanied by a reasonably accurate floor plan, indicating such portion. The portion of the demised premises to which such proposed assignment or sublease is to be applicable is hereinafter referred to as the "Space" (which term shall be deemed to mean the entire demised premises if Tenant's proposed transaction is a sublease of the entire demised premises or an assignment). Notwithstanding the foregoing, if Tenant wishes to assign this lease or enter into a sublease and Tenant has not yet located the assignee or subtenant and/or negotiated the terms of the transaction, Tenant may send to Landlord a notice (an "Abbreviated Notice") specifying only its intention so to assign or sublease, the desired effective date of the proposed transaction, the relevant Space and the desired rental and other material economic terms.

(C) A Tenant's Notice or Abbreviated Notice, if given, shall be deemed an irrevocable offer (coupled with an interest) to Landlord, exercisable within thirty (30) days after its receipt of a Tenant's Notice or sixty (60) days after receipt of an Abbreviated Notice, as the case may be, by notice to Tenant ("Landlord's Notice"), either (x) to require that Tenant sublease the Space to Landlord or its nominee, on the terms set forth in Section (D), or (y) to terminate this lease with respect to the Space for the period specified in Tenant's Notice on the terms set forth in Section (E) (either of such actions being called a "Recapture"). If Landlord fails to exercise such Recapture option within the applicable period, then Landlord shall not unreasonably withhold its consent to the proposed assignment or sublease (but only, in the case of an Abbreviated Notice, after Tenant has delivered a Tenant's Notice with respect thereto)(provided, in the case of a Tenant's Notice, that the proposed use of the premises by the proposed assignee or subtenant complies with the terms of this lease, including, without limitation, Articles 2 and 43 hereof). If Tenant initially gives an Abbreviated Notice and Landlord fails to Recapture the Space, then Tenant shall provide a Tenant's Notice with respect thereto once the proposed transaction is consummated, and Landlord will not unreasonably withhold consent thereto (and Landlord shall not have the right of Recapture with respect to any such Tenant's Notice) provided that the proposed use of the premises by the proposed assignee or subtenant complies with the terms of this lease (including, without limitation, Articles 2 and 43 hereof) and such transaction is on substantially no less favorable terms to Tenant than those described in the Abbreviated Notice and is consummated within one hundred eighty (180) days after Landlord's receipt of the Abbreviated Notice.

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

(E) If Landlord requires that this lease be terminated as to the Space pursuant to clause (C)(y), then (i) if the Space is less than the entire demised premises, Tenant at its expense shall (a) erect all partitions required to separate the Space from the remainder of the demised premises and (b) to the extent required by Landlord, install all doors required for independent access from the Space to the elevators, lavatories and stairwells on the floor and install all equipment and facilities (including, without limitation, men's and women's toilets) required to comply with all applicable Laws and to enable Landlord to maintain and service the Space and permit the Space to be used as an independent unit, and (ii) Landlord and Tenant shall execute and deliver a supplementary agreement modifying this lease by eliminating the Space from the demised premises for the term specified in Tenant's Notice commencing, at Landlord's option, on (a) the commencement date set forth in Tenant's Notice, or (b) a date designated by Landlord which shall not be more than thirty (30) days after the date of Landlord's Notice, and, for such period, reducing the Fixed Rent and additional rent payable hereunder on a pro rata basis.

(F) Anything herein to the contrary notwithstanding, Tenant may not assign this lease or sublet all or any part of the demised premises prior to the expiration of the first year of the Term, if

21

such sublease or assignment is one that requires Landlord's consent hereunder.

(G) No assignment of this lease shall be effective unless and until Tenant delivers to Landlord duplicate originals of the instrument of assignment (wherein the assignee assumes the performance of Tenant's obligations under this lease) and any accompanying documents.

(H) In the event of any such assignment, Landlord and the assignee may modify this lease in any manner, without notice to Tenant or Tenant's prior consent, without thereby terminating Tenant's liability for the performance of its obligations under this lease, except no such modification shall increase Tenant's obligations above or beyond what they were pursuant to this lease as assigned by Tenant unless Tenant agrees to be bound thereby.

(I) No sublease of all or any part of the demised premises (except a Sublease) shall be effective unless and until Tenant delivers to Landlord duplicate originals of the instrument of sublease (containing the provision required by Section (J)) and any accompanying documents. Any such sublease shall be subject and subordinate to this lease.

(J) Any such sublease shall contain substantially the following provision:

"In the event of a default under any underlying lease of all or any portion of the premises demised hereby which results in the termination of such lease, the subtenant hereunder shall, at the option of the lessor under any such lease ("Underlying Lessor"), attorn to and recognize the Underlying Lessor as landlord hereunder and shall, promptly upon the Underlying Lessor's request, execute and deliver all instruments necessary or appropriate to confirm such attornment and recognition. Notwithstanding such attornment and recognition, the Underlying Lessor shall not (a) be liable for any previous act or omission of the landlord under this sublease (other than continuing defaults), (b) be subject to any offset, not expressly provided for in this sublease, which shall have accrued to the subtenant hereunder against said landlord, or (c) be bound by any modification of this sublease or by any prepayment of more than one month's rent, unless such modification or prepayment shall have been previously approved in writing by the Underlying Lessor. The subtenant hereunder hereby waives all rights under any present or future law to elect, by reason of the termination of such underlying lease, to terminate this sublease or surrender possession of the premises demised hereby. This sublease may not be assigned or the premises demised hereunder further sublet, in whole or in part, without the prior written consent of the Underlying Lessor."

(K) No assignment or sublease, whether or not consented to by Landlord and whether or not any such consent is required, shall release Tenant from its liability for the performance of Tenant's obligations hereunder during the balance of the Term. consent to any assignment or sublease shall not constitute its consent to any (i) further assignment of this lease or of any permitted sublease or (ii) further sublease of all or any portion of the premises demised hereunder or under any permitted sublease. If a sublease to which Landlord has consented is assigned or all or any portion of the premises demised thereunder is sublet without the consent of Landlord in each instance obtained, Tenant shall immediately terminate such sublease, or arrange for the termination thereof, and proceed expeditiously to have the occupant thereunder dispossessed.

(L) Tenant shall pay to Landlord, promptly upon demand therefor, all reasonable, out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) payable to third parties by Landlord in connection with any assignment of this lease or sublease of all or any part of the demised premises.

(M) If Landlord gives its consent to any assignment of this lease or to any sublease or if Tenant otherwise enters into any assignment or sublease permitted hereunder, Tenant shall, in consideration therefor, pay to Landlord, as and when payable to Tenant:

(1) in the case of an assignment, fifty (50%) percent of the amount, if any, by which (a) all sums and other considerations paid to Tenant by the assignee for or by reason of or in connection with such assignment (including, but not limited to, sums paid for the sale of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property less the then fair market value thereof) exceeds (b) the amount of any work allowance granted by Tenant or costs incurred by Tenant in preparing the demised premises for the assignee's occupancy, plus all reasonable and customary out-of-pocket expense reasonably incurred by Tenant directly relating to

22

such assignment, such as the New York State and City Transfer Taxes (but not income taxes), brokerage commissions, engineering, advertising and promotion expenses and legal fees, all amortized on a straight line basis over the term of the assignment; and

(2) in the case of a sublease, fifty (50%) percent of the amount, if any, by which (a) any rents, additional charges or other consideration payable in connection with the sublease to Tenant by the subtenant (including, but not limited to, sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property, less, in the case of a sale thereof, the then fair market value thereof) exceeds (b) the sum of (x) the Fixed Rent and additional rent accruing during the term of the sublease in respect of the Space (at the rate per square foot payable by Tenant hereunder) pursuant to the terms of this lease and (y) the amount of any work allowance granted by Tenant or costs incurred by Tenant in physically separating the Space from the rest of the demised premises or otherwise in preparing the Space for the subtenant's occupancy, plus all reasonable and customary out-of-pocket expenses reasonably incurred by Tenant directly relating to such subletting, such as the New York State and City Transfer Taxes (but not income taxes), brokerage commissions, engineering, advertising and promotion expenses and legal fees, all amortized on a straight line basis over the term of the sublease.

45. Air Conditioning, Etc.

(A) Landlord shall, at its expense, through the Building's heat, ventilating and air conditioning system ("System"), provide air conditioning for the demised premises, during the air conditioning season (May 15 - September 30) from 8:00 a.m. to 6:00 p.m. on Monday through Friday and from 9:00 a.m. to 1:00 p.m. on Saturday (not including public holidays and holidays observed by the Building's union employees (such days of operation, not including Saturday, being called "System Business Days" and such hours of operation being called "System Business Hours").

(B) Tenant shall comply with all reasonable regulations of Landlord regarding operation of the System.

(C) Tenant understands that the Fixed Rent does not reflect or include any charge to Tenant for the furnishing of any necessary heat, ventilating or air conditioning to the demised premises during other than System Business Hours. Accordingly, unless Landlord reasonably deems it impracticable or damaging to the System to do so, Landlord, upon Tenant's request, shall furnish heat or air conditioning during other than System Business Hours (overtime ventilating is not available), and Tenant shall pay Landlord additional rent for such services at the standard rates then fixed by Landlord for the Building or, if no such rates are then fixed, at reasonable and customary rates. Landlord shall not be required to furnish any such service during other than System Business Hours unless Landlord has received advance notice from Tenant requesting such service prior to 3:00 P.M., in the case of services on System Business Days, and prior to 3:00 P.M. on the day prior, in the case of service required on other days. If any other occupant of the Building requests after-hours service in the same service zone as that then providing after-hours service to Tenant, the charge to Tenant shall be equitably pro-rated based on the respective areas being serviced and the times for which such service is requested.

46. Brokerage

Tenant and Landlord each represents that it did not deal with any broker or finder in connection with this lease other than the Broker. Tenant shall indemnify Landlord against any liability and expense (including reasonable attorneys' fees) for any brokerage commission or finder's fee claimed by anyone other than the Broker based on the actions of Tenant or its agents or representatives. Landlord will pay Broker a commission pursuant to a separate agreement between Landlord and Broker and shall indemnify Tenant against any liability and expense (including reasonable attorney's fees) for any brokerage commission or finder's fee claimed by anyone, including the Broker, based on the actions of Landlord or its agents or representatives. The parties' liability hereunder shall survive any expiration or termination of this lease.

47. Building Directory; Tenant Sign

(A) Landlord shall, upon Tenant's request, list on the Building's directory ("Directory"), the names of Tenant, any other party occupying any part of the demised premises pursuant hereto and their officers or employees, provided the number of Directory lines so provided by Landlord does not exceed Tenant's Proportionate Share of the Directory's capacity.

(B) The listing of any party's name other than Tenant's shall neither grant such party any right or interest in this lease and/or the demised premises nor constitute Landlord's consent to any assignment or sublease to or occupancy by such party. Such listing may be terminated by Landlord

at any time, without prior notice. The initial listing(s) on the Directory shall be provided by Landlord without charge to Tenant. Thereafter, Tenant shall pay Landlord's standard fee for any work performed in connection with any additions, deletions or changes to the Directory.

(C) Tenant may install a sign (the "Sign") identifying its occupancy of the demised premises in the common corridor of the 40th floor of the Building, but the location, form of attachment, size, colors, materials and all other aspects of such items are subject to the prior written consent of Landlord, which shall be exercised by Landlord in its sole but good faith discretion. Upon the expiration or sooner termination of this lease, Tenant shall remove the Sign and restore to their present condition the affected portions of the Building.

48. Exculpatory Clause

(A) Anything herein to the contrary notwithstanding, the liability of Landlord and the partners of, or any other party that holds any interest in, Landlord for negligence, failure to perform lease obligations or otherwise under or in connection with this lease shall be limited to each of their respective interests in the Land and Building. Tenant shall neither seek to enforce nor enforce any judgment or other remedy against any other asset of Landlord, any partner of Landlord or any party that holds any interest in Landlord.

(B) Tenant hereby waives any claim for damages against Landlord that it may have based upon any assertion that Landlord or its agent unreasonably withheld or delayed its consent or approval, or exercised its judgment or imposed a requirement, rule, regulation or determination or designation or otherwise acted unreasonably; provided, however, that nothing contained herein shall be deemed to limit Tenant's remedies to the extent it is determined that Landlord acted in bad faith. Whenever Tenant alleges that Landlord has acted unreasonably with respect to a matter arising under this lease as to which this lease requires Landlord to act reasonably, Tenant's sole remedy therefor shall be to bring an action for declaratory judgment or specific performance requiring Landlord to act reasonably in the applicable matter or, in the alternative, Tenant may send a notice to Landlord specifying the matter with respect to which it alleges that Landlord acted unreasonably and electing to have the dispute resolved by an expedited hearing procedure conducted in accordance with the rules of the American Arbitration Association as then in effect in New York City, and subject also to the following:

(1) The hearing officer shall have no authority to make any determination other than to require Landlord to act in a reasonable manner as to the matter in dispute.

(2) The determination by the hearing officer shall be conclusive upon the parties and shall be made within seven (7) days after the hearing is completed.

(3) If Landlord is determined not to have acted unreasonably, Tenant shall pay the fees of the hearing officer. If Landlord is determined to have acted unreasonably, Landlord shall pay such fees.

49. Submission to Jurisdiction, Etc.

(A) This lease shall be deemed to have been made in New York County, New York, and shall be construed in accordance with the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this lease shall be litigated only in courts located within the County of New York. Tenant, any guarantor of the performance of its obligations hereunder and their respective successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county and hereby waives, to the fullest extent possible, all diplomatic, sovereign and other immunity to which it may be entitled.

(B) If any proceeding is brought by either party against the other under or pursuant to this lease, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees and disbursements incurred in connection therewith.

(C) If any monies owing by Tenant under this lease are paid more than ten (10) days after the date such monies are payable pursuant to the provisions of this lease, Tenant shall pay Landlord interest thereon, at the lesser of the then maximum lawful rate or two (2%) percent per annum over the "base rate" of Citibank N.A. from time to time in effect, for the period from the date such monies were payable to the date such monies are paid.

(D) The submission of this lease to Tenant shall not constitute an offer by Landlord to execute and exchange a lease with Tenant and is made subject to Landlord's acceptance, execution and delivery thereof. This lease shall not be binding upon or enforceable against Landlord unless and until Landlord shall have executed and delivered to Tenant an executed counterpart of this lease.

50. Provisions Regarding Mortgages CY

(A) If any present or prospective mortgagee of the Land, Building or any leasehold interest therein requires, as a condition precedent to issuing or extending its loan, the modification of this lease in such manner as does not materially lessen Tenant's rights or increase its obligations hereunder, Tenant shall not unreasonably delay or withhold its consent to such modification and shall execute and deliver such reasonably acceptable confirming documents therefor as such mortgagee requires.

(B) Once Tenant has received written notice identifying the name and address of any lender (a "Lender") holding a mortgage or deed of trust (a "Mortgage") on the interest of Landlord in the Building and/or Land, Tenant agrees to notify such Lender by certified mail, return receipt requested, with postage prepaid, of any default on the part of Landlord under this lease, and Tenant further agrees that, notwithstanding any provisions of this lease, no cancellation or termination of this lease and no abatement or reduction of the rent payable hereunder shall be effective unless such Lender shall have received notice of the same and shall have failed, within thirty (30) days after the time when it shall have become entitled under its Mortgage to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion, provided that such period may be extended, if such Lender needs to obtain possession of Landlord's Property in order to cure such default, to allow such Lender to obtain possession of Landlord's Property provided that such Lender commences judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion. It is understood that Lender shall have the right, but not the obligation, to cure any default on the part of Landlord.

(C) In the event of the enforcement by Lender of any of its remedies provided for by law or under the Mortgage, Tenant agrees that, at the request of Lender or any person succeeding to the interest of Landlord as a result of such enforcement, it shall automatically attorn to and become the tenant of any such Lender or successor in interest without any change in the terms or other provisions of this lease; provided, however, that any such successor in interest shall not be (i) bound by any payment of rent or additional rent for more than one month in advance; (ii) bound by any amendment or modification of this lease made without the consent of Lender or such successor in interest; (iii) liable for any act or omission of any prior landlord; or (iv) subject to any offset or defenses which Tenant may have against any prior landlord. Upon the request by any such successor in interest, Tenant agrees to execute and deliver an instrument or instruments confirming such attornment.

(D) Tenant agrees that if a Lender succeeds to the interest of Landlord under this lease, neither such Lender nor its successors or assigns shall be: liable for any prior act or omission of Landlord; subject to any claims, offsets, credits or defenses which Tenant might have against any prior landlord (including Landlord); bound by any assignment (except as otherwise expressly permitted hereunder), surrender, release, waiver, amendment or modification of this lease made without such Lender's prior written consent; or obligated to make any payment to Tenant or liable for refund of all or any part of any security deposit or other prepaid charge to Tenant held by Landlord for any purpose unless such Lender shall have come into exclusive possession of such deposit or charge. In addition, if a Lender shall succeed to the interest of Landlord under this lease, such Lender shall have no obligation, or incur any liability, beyond its then equity interest, if any, in Landlord's Property.

(E) If a Lender (or any person or entity to whom a Mortgage may subsequently be assigned) notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under this lease to such Lender, Tenant shall honor such demand without inquiry and pay its rent and all other sums due under this lease directly to such Lender or as otherwise required pursuant to such notice and shall not thereby incur any obligation or liability to Landlord.

(F) Tenant agrees and acknowledges that this lease is subordinate to the lien of each Mortgage, but that, at any Lender's election, this lease may be made prior to the lien of such Lender's Mortgage.

(G) Landlord agrees that it will use commercially reasonable efforts to obtain from the existing and each future Lender an agreement in such Lender's standard form for the benefit of Tenant providing, among other things, that so long as Tenant is not in default in the payment of rent or additional rent or in the performance of any other covenant or condition of this lease, (i) its rights as Tenant hereunder shall not be affected or terminated, (ii) its possession of the demised premises shall not be disturbed, (iii) no action or proceeding shall be commenced to remove or evict Tenant, and (iv) this lease shall continue in full force and effect notwithstanding the foreclosure of the applicable mortgage or the termination of the applicable underlying lease prior to the expiration or termination of this lease. The inability of Landlord to obtain any such agreement shall not be

25

deemed a default on Landlord's part of its obligations under, or impose any claim in favor of Tenant against Landlord by reason thereof or affect the validity of, this lease.

51. Delivery of Demised Premises

(A) Supplementing Article 21, the demised premises shall be leased to Tenant in their "as is" condition on the Commencement Date and Landlord shall not be required to perform any work to prepare the demised premises for Tenant's occupancy, except that, promptly after the execution and exchange of this lease, Landlord shall perform, at Landlord's expense, in a Building standard manner (as set forth in Exhibit D annexed hereto), the work set forth in the drawing constituting a part of Exhibit D (including, without limitation, the creation of a public corridor comparable to the one existing for the 31st floor of the Building and the installation of a private bathroom within the demised premises), other than furniture, furnishings, equipment and like items reflected in the drawing constituting a part of Exhibit D ("Landlord's Work"). Landlord also shall pay for the architectural, engineering and permit fees required for the performance of Landlord's Work. Landlord shall exercise diligent, good faith efforts to complete Landlord's Work in a reasonably expeditious manner (without thereby being required to incur overtime or other additional expense to do so). The taking of possession of the demised premises by Tenant shall be conclusive evidence as against Tenant that, at the time such possession was so taken, the demised premises and the Building were in good and satisfactory condition.

(B) Tenant shall be liable to Landlord or Landlord's designated agent for any additional costs incurred by Landlord in the completion of Landlord's Work to the extent that such costs are incurred as the result of any change requested by Tenant and agreed to by Landlord (which Landlord shall be under no obligation to do) in Landlord's Work from that shown on Exhibit D ("Tenant Change") or as a result of any other Tenant Delay (as hereinafter defined). Landlord or Landlord's agent shall inform Tenant in writing of the cost of any Tenant Change prior to implementing any such Tenant Change or incurring such cost, which cost shall be payable by Tenant within fifteen (15) days after demand.

(C) The Commencement Date shall be the date that Landlord's Work is or is deemed to be substantially completed, except for "punch list" items and other insubstantial details of decoration and mechanical adjustment which do not materially adversely affect Tenant's ability to conduct its business operations within the demised premises ("Substantial Completion"). If Substantial Completion of Landlord's Work is delayed for any reason attributable to Tenant (a "Tenant Delay"), the Commencement Date shall be the date such Substantial Completion would have occurred but for any Tenant Delays. Upon the determination of the Commencement Date, at either party's request, Landlord and Tenant shall execute and exchange an agreement setting forth the Commencement Date; provided, however, that the failure of the parties to do so shall not affect the determination of the Commencement Date nor Tenant's obligations hereunder.

(D) Tenant acknowledges and agrees that the bathroom identified as the "Outside Bathroom" on Exhibit A annexed hereto shall be shared with all other occupants of the 40th floor of the Building.

52. Insurance (2000000)

During the Term, Tenant shall pay for and keep in force general liability policies in standard form protecting against all liability occasioned by accident or occurrence, subject to customary exclusions, such policies to be written by recognized and well-rated insurance companies licensed to transact business in the State of New York, authorized to issue such policies, and reasonably approved by Landlord. Such insurance is to be primary insurance, notwithstanding any insurance maintained by the indemnified parties, shall cover the operations of Tenant and shall contain no deductible or self-insurance except as reasonably approved by Landlord. The minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount of not less than \$5,000,000.00 for injury (or death) and damage to property. If at any time during the Term it appears that public liability or property damage limits in the City of New York for buildings similarly situated, due regard being given to the use and occupancy thereof, are higher than the foregoing limits, then Tenant shall increase the foregoing limits accordingly. Landlord (and each member thereof in the event Landlord is a partnership, joint venture or other entity) and Landlord's managing agent (Landlord's current managing agent is Lawrence Ruben Company, Inc.) shall be named as additional insured in the aforesaid insurance policies. Tenant shall also secure and keep in force "all risk" property insurance, including loss by fire and, by means of the standard extended coverage endorsement, loss or damage by such other casualties as may be covered thereby, covering all of its personal property, equipment, trade fixtures, goods, merchandise, furniture, furnishings and other items removable by Tenant located in the premises for the full replacement value thereof from time to time. All such policies shall provide that Landlord shall be afforded not less than

thirty (30) days' prior notice of cancellation of said insurance. Tenant shall deliver ACORD 25 or 28, as appropriate (or the nearest equivalent if any such form is discontinued or superseded) certificates of insurance evidencing such policies, or certified copies or duplicate originals of the policies and reasonably satisfactory evidence of payment of premiums, if requested by Landlord. All premiums and charges for the aforesaid insurance shall be paid by Tenant. If Tenant shall fail to maintain any such required insurance, or to pay the premiums therefor when due, Landlord may obtain such insurance or make such payment and the cost thereof to Landlord shall be repaid to Landlord by Tenant on demand as additional rent. Tenant shall not violate or permit to be violated any condition of any of said policies and Tenant shall perform and satisfy the requirements of the companies writing such policies.

53. Bankruptcy

Without limiting any of the provisions of Articles 16, 17 or 18 hereof, if, pursuant to Chapter 11 of Title 11, United States Code (the Bankruptcy Code), as the same may be amended, Tenant is permitted to assign this lease in disregard of the obligations contained in Articles 11 and 44 hereof, Tenant agrees that adequate assurance of future performance by the assignee permitted under such Code shall mean the deposit of a Letter of Credit (as hereinafter defined) with Landlord in an amount equal to the sum of one year's Fixed Rent then reserved hereunder plus an amount equal to all additional rent payable under this lease for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, without interest, for the balance of the Term as security for the full and faithful performance of all of the obligations under this lease on the part of Tenant yet to be performed. If Tenant receives or is to receive any valuable consideration for such an assignment of this lease, such consideration, after deducting therefrom (A) the brokerage commissions, if any, and other expenses reasonably incurred by Tenant for such assignment and (B) any portion of such consideration reasonably designated by the assignee as paid for the purchase of Tenant's property in the demised premises, shall be and become the sole and exclusive property of Landlord and shall be paid over to Landlord directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this lease shall have a net worth, exclusive of good will, equal to at least fifteen (15) times the aggregate of the Fixed Rent reserved hereunder plus all additional rent for the preceding calendar year as aforesaid.

54. Local Law 5/Required Alterations

Supplementing Article 6:

(A) All work performed or installations made by Tenant (or by Landlord at Tenant's request and expense) in and to the demised premises shall be done in a fashion such that the demised premises and the Building shall be in compliance with the requirements of Local Law 5 of 1973 of The City of New York, as heretofore and hereafter amended ("Local Law 5"). The foregoing shall include, without limitation, (i) compliance with the compartmentalization requirements of Local Law 5, (ii) relocation of existing fire detection devices, alarm signals and/or communication devices necessitated by the alteration of the demised premises, and (iii) installation of such additional fire control or detection devices as may be required by applicable governmental or quasi-governmental rules, regulations or requirements (including, without limitation, any requirements of the New York Board of Fire Underwriters) as a result of Tenant's manner of use of the demised premises. In addition, Tenant shall cause the demised premises to be connected to the Building "Class E" system (Landlord will permit Tenant to continue to use the existing connection(s) for that purpose) and arrange to have the demised premises and Tenant added to the "Class E" computer. Throughout the Term, Tenant shall comply with the Fire Warden sign requirements of Local Law 5.

(B) Landlord shall not be responsible for any damage to Tenant's fire control or detection devices, except to the extent caused by the negligence or willful misconduct of Landlord or its agents or employees, nor shall Landlord have any responsibility for the maintenance or replacement thereof. Tenant shall indemnify Landlord from and against all loss, damage, cost, liability or expense (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by Landlord by reason of the installation and/or operation of any such devices.

(C) All work and installations required to be undertaken by Tenant pursuant to this Article shall be performed at Tenant's sole cost and expense and in accordance with plans and specifications and by contractors on the Approved Contractors List.

(D) The fact that Landlord shall have heretofore consented to any installations or alterations made by Tenant in the demised premises shall not relieve Tenant of its obligations pursuant to this Article with respect to such installations or alterations.

27

(E) If any utility company or governmental or quasi-governmental authority requires any work, installation or improvement to be made to the Building in connection with any Alteration performed by Tenant, the installation or operation of equipment or machinery in the demised premises or for any other reason relating to Tenant's use or occupancy of the demised premises, Tenant shall reimburse Landlord for the cost of such work, installation or improvement on demand.

55. Tenant's Alterations

(A) Tenant shall not make or perform, or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the demised premises (collectively, "Alterations"), other than painting, wall-papering and carpeting, without Landlord's prior consent. Landlord agrees not unreasonably to withhold its consent to any Alterations which are nonstructural and which do not adversely affect the Building's systems and facilities, provided that such Alterations are performed only by contractors or mechanics on the Approved Contractors List, do not affect any part of the Building other than the demised premises (including, without limitation, the exterior thereof), do not adversely affect any service required to be furnished by Landlord to Tenant or to any other tenant or occupant of the Building and do not reduce the value or utility of the Building. All Alterations shall be done at Tenant's expense and at such times and in such manner as Landlord may from time to time reasonably designate pursuant to the conditions for Alterations prescribed by Landlord for the Building ("Alteration Regulations"). Prior to making any Alterations, Tenant (i) shall submit to Landlord detailed plans and specifications (including layout, architectural, mechanical and structural drawings both on paper and in CAD format), to the extent appropriate or customary, for each proposed Alteration and shall not commence any such Alteration without first obtaining Landlord's approval of such plans and specifications, (ii) shall, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies, and (iii) shall furnish to Landlord duplicate original policies of worker's compensation insurance (covering all persons to be employed by Tenant and Tenant's contractors and subcontractors in connection with such Alteration) and comprehensive public liability (including property damage coverage) insurance in such form, with such companies, for such periods and in such amounts as Landlord may reasonably require, naming Landlord and its agents as additional insureds. Landlord agrees not unreasonably to withhold consent to the plans and specifications for any Alteration to the same extent that Landlord agreed not unreasonably to withhold consent to the Alteration itself. Landlord agrees to use good faith efforts to respond to any request for approval of Alterations or the plans and specifications therefor within ten (10) business days after receipt of request therefor. All such requests for consent, and any other requests for consent under this Article or under Article 3 or 54, shall be addressed to the attention of Frank Renzler, with a copy sent in a separate envelope to the attention of Jonathan Mayblum. Upon completion of such Alteration, Tenant, at Tenant's expense, shall obtain certificates of final approval of such Alteration required by any governmental or quasi-governmental bodies and shall furnish Landlord with copies thereof and shall, within thirty (30) days of such completion, deliver a set of final "as built" drawings (both on paper and in CAD format) to Landlord reflecting the Alteration (if and to the extent such Alteration was of such a nature that plans were prepared therefor in the first instance). All Alterations shall be made and performed in accordance with the Alteration Regulations. All materials and equipment to be incorporated as fixtures or leasehold improvements in the demised premises as a result of all Alterations shall be first quality. No such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage, title retention or security agreement. Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer in the demised premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole but good faith discretion, such employment will interfere or cause any conflict with other contractors, mechanics, or laborers engaged in the construction, maintenance or operation of the Building by Landlord, Tenant or others. In the event of any such interference or conflict, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building immediately.

(B) No approval of any plans or specifications by Landlord or consent by Landlord allowing Tenant to make any Alterations or any inspection of Alterations made by or for Landlord shall in any way be deemed to be an agreement by Landlord that the contemplated Alterations comply with any legal requirements or insurance requirements or the certificate of occupancy for the Building nor shall it be deemed to be a waiver by Landlord of the compliance by Tenant of any provision of this lease.

(C) Tenant shall promptly reimburse Landlord for all actual and reasonable fees, costs and expenses including, but not limited to, those of architects and engineers, payable to third parties by Landlord in connection with the review of Tenant's plans and specifications and inspecting the

Alterations to determine whether the same are being or have been performed in accordance with the approved plans and specifications therefor and with all legal and insurance requirements. 28

56. Estoppel Certificate

Tenant shall, at any time and from time to time but at not unreasonably frequent intervals, upon at least twenty (20) days' prior notice from Landlord, execute, acknowledge and deliver to Landlord, and/or to any other party specified by Landlord ("Recipient"), a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the Fixed Rent and additional rent have been paid, stating whether or not to the best of its knowledge there exists any default by Landlord under this lease, and, if so, specifying each such default, and, to the best of its knowledge, any other matters reasonably requested by Landlord or the Recipient.

57. Holdover

In the event Tenant shall hold over after the expiration of the Term, the parties hereby agree that Tenant's occupancy of the demised premises after the expiration of the Term shall be upon all of the terms set forth in this lease except that Tenant shall pay as a use and occupancy charge for the holdover period an amount equal to the higher of (A) an amount equal to one and three-quarters times the pro rata Fixed Rent and additional rent payable by Tenant during the last year of the Term (provided that during the first month only the multiple shall be reduced to one and one-quarter and during the second month only the multiple shall be reduced to one and one-half); or (B) an amount equal to the then market rental value for the demised premises. In addition to, and not by way of limitation of, the foregoing, Tenant hereby indemnifies Landlord from and against all loss, damage, liability, cost and expense of any nature (including, without limitation, reasonable attorneys fees and disbursements), resulting from the failure of Tenant to surrender the demised premises to Landlord in the condition required by this lease on or before the Expiration Date.

58. Limitation on Rent

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

59. Acceptance of Keys

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

60. Definitions of "Landlord" and "Owner"

The terms "Owner" and "Landlord," whenever used in this lease (including, without limitation, in Article 31), shall have the same meaning.

61. Hazardous Materials

(A) Tenant shall not cause nor permit "Hazardous Materials" (as defined below) to be used, transported, stored, released, handled, produced or installed in, or from, the demised premises, except that inflammable or combustible (but not explosive) items may be brought into and used within the demised premises as may be needed for the operation of normal office equipment, so long as done in compliance with all Laws. The term "Hazardous Materials" shall, for the purposes hereof, mean any flammable, explosives, radio-active materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other

substances or material, as defined by any present or future Law, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resources Conservation and Recovery Act, as amended, Superfund Amendment and Reauthorization Act of 1986 and in the regulations adopted and publications promulgated pursuant to each of the foregoing. In the event of a breach of the provisions of this Article, Landlord, in addition to all of its rights and remedies under this lease and pursuant to Law, may require Tenant to remove any such Hazardous Materials from the demised premises or the Building in the manner prescribed for such removal by all requirements of Law. The provisions of this Article shall survive the expiration or sooner termination of this lease.

(B) If any friable asbestos or other Hazardous Materials defined as such under then existing Law is discovered in the premises that is not the responsibility of Tenant as above provided and that is required by applicable Law to be removed or encapsulated in connection with proposed Alterations or otherwise, then, as Tenant's sole remedy, Landlord will at Landlord's expense and with reasonable promptness remove or encapsulate such friable asbestos or other Hazardous Materials in accordance with Law.

62. Waiver of Subrogation

(A) Anything in this lease to the contrary notwithstanding, Landlord and Tenant shall each endeavor to secure an appropriate clause in, or an endorsement upon, each fire or extended coverage or rent or business interruption insurance policy obtained by it and covering the Building, the demised premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against such third party. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of each party and its employees and, in the case of Tenant, shall also extend to all other persons and entities occupying or using the demised premises in accordance with the terms of this lease and, in the case of Landlord, shall also extend to all general and limited partners of Landlord. If and to the extent that such waiver or permission can be obtained only upon payment of an additional charge, then, except as provided in the following Sections (B) and (C), the party benefiting from the waiver or permission shall pay such charge upon demand, or shall be deemed to have agreed that the party obtaining the insurance coverage in question shall be free of any further obligations under the provisions hereof relating to such waiver or permission (including, without limitation, the provisions of Sections (B) and (C) hereinbelow).

(B) If Landlord is unable at any time to obtain one of the provisions referred to in Section (A) of this Article in any of its insurance policies, at Tenant's option, Landlord shall cause Tenant to be named in such policy or policies as one of the insureds (but with no right to receive any insurance proceeds), but if any additional premium shall be imposed for the inclusion of Tenant as such an insured, Tenant shall pay such additional premium upon demand or Landlord shall be excused from its obligations under this Section (B) with respect to the insurance policy or policies for which such additional premiums would be imposed. If Tenant is named as one of the insureds in any of Landlord's policies in accordance with the foregoing, Tenant hereby irrevocably appoints Landlord as its agent to receive any proceeds of any such policy or any other payment growing out of or connected with such policy and Tenant hereby irrevocably waives any right to receive any such proceeds or payments.

(C) If Tenant is unable at any time to obtain one of the provisions referred to in Section (A) of this Article in any of its insurance policies, Tenant shall cause Landlord to be named in such policy or policies as one of the insureds (but with no right to receive any insurance proceeds), but if any additional premium shall be imposed for the inclusion of Landlord as such an insured, Landlord shall pay such additional premium upon demand or Tenant shall be excused from its obligations under this Section (C) with respect to the insurance policy or policies for which such additional premiums would be imposed. If Landlord is named as one of the insureds in any of Tenant's policies in accordance with the foregoing, Landlord hereby irrevocably appoints Tenant as its agent to receive any proceeds of any such policy or any other payment growing out of or connected with such policy and Landlord hereby irrevocably waives any right to receive any such proceeds or payments.

(D) Each party agrees to look first to any insurance in its favor (including rent loss or business interruption, as the case may be) before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty. Subject to Sections (A), (B) and (C) of this Article, but only insofar as may be permitted by the terms of the insurance policies carried by it, each party hereby releases the other with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction

substances or material, as defined by any present or future Law, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resources Conservation and Recovery Act, as amended, Superfund Amendment and Reauthorization Act of 1986 and in the regulations adopted and publications promulgated pursuant to each of the foregoing. In the event of a breach of the provisions of this Article, Landlord, in addition to all of its rights and remedies under this lease and pursuant to Law, may require Tenant to remove any such Hazardous Materials from the demised premises or the Building in the manner prescribed for such removal by all requirements of Law. The provisions of this Article shall survive the expiration or sooner termination of this lease.

(B) If any friable asbestos or other Hazardous Materials defined as such under then existing Law is discovered in the premises that is not the responsibility of Tenant as above provided and that is required by applicable Law to be removed or encapsulated in connection with proposed Alterations or otherwise, then, as Tenant's sole remedy, Landlord will at Landlord's expense and with reasonable promptness remove or encapsulate such friable asbestos or other Hazardous Materials in accordance with Law.

62. Waiver of Subrogation

(A) Anything in this lease to the contrary notwithstanding, Landlord and Tenant shall each endeavor to secure an appropriate clause in, or an endorsement upon, each fire or extended coverage or rent or business interruption insurance policy obtained by it and covering the Building, the demised premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against such third party. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of each party and its employees and, in the case of Tenant, shall also extend to all other persons and entities occupying or using the demised premises in accordance with the terms of this lease and, in the case of Landlord, shall also extend to all general and limited partners of Landlord. If and to the extent that such waiver or permission can be obtained only upon payment of an additional charge, then, except as provided in the following Sections (B) and (C), the party benefiting from the waiver or permission shall pay such charge upon demand, or shall be deemed to have agreed that the party obtaining the insurance coverage in question shall be free of any further obligations under the provisions hereof relating to such waiver or permission (including, without limitation, the provisions of Sections (B) and (C) hereinbelow).

(B) If Landlord is unable at any time to obtain one of the provisions referred to in Section (A) of this Article in any of its insurance policies, at Tenant's option, Landlord shall cause Tenant to be named in such policy or policies as one of the insureds (but with no right to receive any insurance proceeds), but if any additional premium shall be imposed for the inclusion of Tenant as such an insured, Tenant shall pay such additional premium upon demand or Landlord shall be excused from its obligations under this Section (B) with respect to the insurance policy or policies for which such additional premiums would be imposed. If Tenant is named as one of the insureds in any of Landlord's policies in accordance with the foregoing, Tenant hereby irrevocably appoints Landlord as its agent to receive any proceeds of any such policy or any other payment growing out of or connected with such policy and Tenant hereby irrevocably waives any right to receive any such proceeds or payments.

(C) If Tenant is unable at any time to obtain one of the provisions referred to in Section (A) of this Article in any of its insurance policies, Tenant shall cause Landlord to be named in such policy or policies as one of the insureds (but with no right to receive any insurance proceeds), but if any additional premium shall be imposed for the inclusion of Landlord as such an insured, Landlord shall pay such additional premium upon demand or Tenant shall be excused from its obligations under this Section (C) with respect to the insurance policy or policies for which such additional premiums would be imposed. If Landlord is named as one of the insureds in any of Tenant's policies in accordance with the foregoing, Landlord hereby irrevocably appoints Tenant as its agent to receive any proceeds of any such policy or any other payment growing out of or connected with such policy and Landlord hereby irrevocably waives any right to receive any such proceeds or payments.

(D) Each party agrees to look first to any insurance in its favor (including rent loss or business interruption, as the case may be) before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty. Subject to Sections (A), (B) and (C) of this Article, but only insofar as may be permitted by the terms of the insurance policies carried by it, each party hereby releases the other with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction

with respect to its property by fire or other casualty (or for rent loss or business interruption) occurring during the Term, to the extent covered by the insurance that it maintains (or, if greater, that it was required to maintain by the terms of Article 52 hereof or elsewhere herein).

63. Cleaning

Annexed hereto as Exhibit E are the current cleaning specifications for the Building.

64. Casualty Damage

Anything in Article 9 to the contrary notwithstanding: (1) if an independent licensed architect or engineer chosen by Landlord estimates and so states that Landlord's portion of any restoration necessitated by damage or destruction to the demised premises by fire or other casualty (collectively "Casualty") cannot be substantially completed within nine (9) months after the occurrence of the Casualty (which estimate and statement Landlord will provide upon Tenant's request), Landlord shall so notify Tenant and Tenant may terminate this lease by notice sent to Landlord within thirty (30) days after receipt of Landlord's notice (time being of the essence); and (2) if Landlord's portion of any restoration necessitated by Casualty has not been substantially completed within nine (9) months (or such longer period as may have been estimated by the architect or engineer appointed by Landlord pursuant to clause (1), if any) after the occurrence of the applicable Casualty, then Tenant may terminate this lease by notice sent to Landlord within thirty (30) days after the expiration of such nine (9) month (or longer, if applicable) period (time being of the essence), but in no event may Tenant so terminate this lease after substantial completion of such restoration. In either such event, this lease shall terminate on the date such notice is sent. On or before such effective date, Tenant shall vacate and surrender possession of the demised premises in the condition required by this lease, Fixed Rent and other amounts payable under this lease shall be prorated as of such effective date and the parties shall have no further rights or obligations hereunder.

Notwithstanding the foregoing, the nine (9) month (or longer, if applicable) period referred to in clause (2) above shall be extended up to an additional three (3) month period to the extent such restoration is delayed due to adjustment of insurance claims or circumstances of the nature set forth in Article 27 or otherwise beyond Landlord's reasonable control.

65. Additional Indemnity Provisions

(A) In addition to Tenant's indemnity contained in Article 8, Tenant shall indemnify and save harmless Landlord against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred by Landlord by reason of any accident or other occurrence in or about the demised premises or that arise from the possession, use, occupancy, management, repair, maintenance or control of the demised premises, or any portion thereof, except to the extent caused by the negligence or willful misconduct of Landlord or its agents or employees. The last sentence of Article 8 shall apply to the foregoing indemnity.

(B) Wherever in this lease one party agrees to indemnify the other party, then such indemnity shall also run to the benefit of the indemnified party's partners, members or other equity-holders, the agents of the indemnified party, and the officers, directors and employees of the indemnified party, its partners, members or other equity-holders, and its agents.

66. Landlord's Exercise of Self-Help

Any reservation of a right by Landlord to enter upon the demised premises and to make or perform any repairs, alterations, or other work in, to, or about the demised premises that, in the first instance, is Tenant's obligation pursuant to this lease, shall not be deemed to (a) impose any obligation on Landlord to do so; (b) render Landlord liable to Tenant or to any third party for Landlord's failure to do so; or (c) relieve Tenant from any obligation to indemnify Landlord as otherwise provided in this lease.

67. Security and Anti-Terrorism Costs and Expenses

(A) The parties acknowledge that, by reason of the events of September 11, 2001 and possible subsequent events of a like nature, Landlord presently is incurring, and hereafter may incur, costs and expenses (including capital costs and expenses) relating to providing security for the Building and obtaining so-called "terrorism" insurance and bio-terrorism insurance (including mold and spore and fungus coverage) and such other forms of insurance now or hereafter existing that are intended to cover losses resulting from the activities of terrorists or other hostile groups, in each case to the extent commonly required by institutional lenders on property similar to the Building in midtown Manhattan or otherwise maintained by prudent owners of such property

31

(collectively, "Security Expenses"). Tenant shall pay Landlord Tenant's Proportionate Share of the Security Expenses incurred during the Term upon and subject to the terms and conditions hereinafter set forth. To the extent that any Security Expense constitutes a capital improvement, such Security Expense shall be amortized on a straight line basis (including interest at the rate of two (2%) percent per annum in excess of the "prime rate" or "base rate" of Citibank, N.A. at the time such expenditure is made) over a ten (10) year period or such shorter period as may be its useful life.

(B) From time to time after the end of each calendar year all or any part of which falls within the Term, Landlord shall forward Tenant an itemized statement, in reasonable detail and prepared by Landlord's accountants ("Security Statement"), of the Security Expenses for the prior calendar year and a computation of the amount payable by Tenant pursuant to this Article for such year.

(C) With each installment of Fixed Rent payable for any calendar year (or part thereof) during the Term, Tenant shall pay Landlord, on account, the monthly sum of one-twelfth (1/12th) of the amount reasonably estimated by Landlord to be payable pursuant to this Article for the then current year.

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

(E) The parties' obligation to make any payment pursuant to this Article shall survive the Expiration Date or any sooner termination of this lease and shall be appropriately prorated for any year which is only partially within the Term.

(F) Each Security Statement given by Landlord pursuant to Section (B) shall be binding upon Tenant unless, within one (1) year after its receipt of such Security Statement, Tenant notifies Landlord of its disagreement therewith, specifying the portion thereof with which Tenant disagrees. Tenant shall have the right, upon reasonable notice, to audit Landlord's records regarding Security Expenses, but not more frequently than once a year and only during or within six (6) months after the period in which Tenant is entitled to send a notice of disagreement. Tenant covenants that (i) it will hold the results of any investigation into Landlord's records in the strictest confidence (provided, however, that Tenant may discuss the results of the audit with its attorneys, accountants and other consultants and use the information obtained in the audit to the extent required in any legal or arbitration proceedings related thereto or as may be required by Law); (ii) it will cause any consultants retained by it to make a similar covenant for the benefit of Landlord; and (iii) the compensation payable to no party retained by it in connection with such an audit shall depend or be contingent, in whole or in part, on the results of any such audit or the resolution of any dispute with Landlord regarding Security Expenses. Pending resolution of such dispute, Tenant shall, without prejudice to its rights, pay all amounts determined by Landlord to be due, subject to prompt refund by Landlord (without interest) upon any contrary determination.

68. Access to the Demised Premises

Subject to Landlord's security regulations and circumstances beyond Landlord's reasonable control, Tenant shall have access to the demised premises twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

69. Landlord's Access, Etc.

(A) Landlord's right to enter the demised premises and its access thereto to perform work and make repairs (except in the event of an emergency, in which event such right and access shall be reasonable given the situation) and to erect and maintain pipes and conduits therein, and to stop Building services (including, without limitation, pursuant to Articles 3, 6, 13 and 29 hereof), shall be subject to the following conditions:

(1) Any pipes or conduits so installed shall be concealed under floors, behind walls, in the ceiling or in closets provided the same are installed by such methods and at such locations as will not materially interfere with or impair Tenant's layout or use of the demised premises.

(2) Landlord shall give Tenant reasonable advance notice of proposed entry or access taking into account Landlord's intentions and their effect on Tenant's installation and business, and will permit Tenant to have a representative present on all such occasions if Tenant wishes to do so. Except in the event of an emergency, Landlord shall not enter or disturb any areas

32

theretofore designated by Tenant in writing as "secure areas" unless accompanied by a representative of Tenant, which representative shall be reasonably made available.

(3) Landlord shall perform all work, make all repairs and install all pipes and conduits diligently, in a workmanlike manner and in a manner designed to minimize interference with Tenant's normal business operations (although Landlord shall not thereby be required to incur overtime or other additional expense to do so unless either (i) Tenant first agrees in writing to pay the incremental cost thereof, or (ii) performance of such work during regular business hours would materially interfere with Tenant's conduct of its normal business within the demised premises, in which case Landlord shall perform such work other than during business hours at Landlord's expense, which may constitute an Operating Expense).

(4) Upon the completion of such work, repairs and installations, there shall be no reduction (except to a *de minimis* extent) in the usable area of the demised premises and the affected portions of the demised premises shall have been restored to substantially their condition immediately prior to the performance of such work, repairs or installations.

(B) Landlord's right to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, toilets, staircases or other public parts of the Building shall be exercised so as not to reduce (except to a *de minimis* extent) the usable area of the demised premises or materially adversely affect Tenant's access thereto or materially alter the character of the Building or public areas appurtenant thereto, except as may be necessary to comply with Laws or to provide security.

(C) Whenever feasible, Landlord shall give Tenant reasonable notice prior to making any repairs or changes, or stopping any services, that would materially adversely affect Tenant's use or occupancy of the premises. Landlord shall exercise due diligence to eliminate the cause of stoppage or repetitive failure of a system or service and to effect restoration of service and shall give Tenant reasonable notice, whenever possible, of the commencement and anticipated duration of such stoppage. Anything in this lease to the contrary notwithstanding, if, as a result of Landlord's failure to provide a service, perform a repair or comply with any Law, in each case if such service, repair or compliance is Landlord's obligation under this lease (except to the extent Landlord's such failure was the result of force majeure events of the nature set forth in Article 27), the entire demised premises or any portion thereof becomes inaccessible or untenable for Tenant's operation of its business for a period of ten (10) consecutive business days after notice thereof by Tenant to Landlord specifying such failure by Landlord, then, provided Tenant shall not have used the affected portion of the demised premises for the conduct of its ordinary business during such period and thereafter continues not to do so, the Fixed Rent and additional rent shall abate on a pro rata basis with respect to the affected portion commencing on the eleventh (11th) business day after the giving of the aforesaid notice until the date on which the affected portion of the demised premises becomes accessible and usable for Tenant's operations, regardless of any delay by Tenant in resuming such operations.

70. Letter of Credit

Supplementing Article 34, Tenant shall, at the execution of this lease and throughout the Term, deliver and maintain as the Security Deposit an irrevocable letter of credit (the "Letter of Credit") in the amount of the Security Deposit issued by a New York City commercial bank acceptable to Landlord in its sole discretion, and in the form of the letter of credit annexed hereto as Exhibit F, to be held by Landlord as the Security Deposit in accordance with Article 34 and this Article. The Letter of Credit shall (i) initially expire not less than one (1) year after the Commencement Date or the date of issuance if delivered to Landlord thereafter, (ii) provide for automatic renewals for periods of not less than one (1) year, (iii) have a final expiration date not less than three (3) months after the Expiration Date, and (iv) be presentable and payable in New York City. In the event of a default by Tenant in the performance of any of the terms, provisions and conditions of this lease that is not cured within any applicable notice and/or cure period, or in the event of an occurrence set forth in Article 16, or if Tenant remains in possession of the demised premises or any part thereof after the expiration or earlier termination of the Term, Landlord shall be permitted to draw down any portion or the entire amount of the Letter of Credit and apply the proceeds or any part thereof in accordance with Article 34 of this lease and retain the balance for the Security Deposit. Landlord agrees to give an accounting to Tenant regarding the application of any such proceeds. Landlord shall also have the right to draw down any portion or the entire amount of the Letter of Credit and retain the proceeds for the Security Deposit if Landlord receives notice that the date of expiry of the Letter of Credit will not be extended by the issuing bank, or if the Letter of Credit otherwise is scheduled to expire prior to the date required under clause (iii) above, and if Tenant does not replace the expiring Letter of Credit with another Letter of Credit

complying with this Article not later than thirty (30) days prior to the expiration of the current Letter of Credit. If Landlord shall have drawn against the Letter of Credit and applied all or any portion thereof, or if Landlord shall have applied any portion of any cash Security Deposit, then Tenant shall deposit with Landlord, upon demand, a sufficient amount of cash to bring the balance of the monies held by Landlord to the amount of the Security Deposit. In addition, at any time that Landlord is holding cash as the Security Deposit, Landlord may demand by notice to Tenant that Tenant provide a Letter of Credit in the total amount of the required Security Deposit (upon receipt of which Landlord will deliver the cash security to Tenant), and if Tenant fails to provide such Letter of Credit within ten (10) business days after such demand is given, Landlord may itself arrange for the issuance thereof, using the cash security it is then holding, and Tenant shall within fifteen (15) days after demand reimburse Landlord, as additional rent, for the amount by which the cost thereof, including fees and other reasonable costs of issuance, exceeds the cash security being held by Landlord. Tenant's failure to comply with the provisions of this Article will entitle Landlord to exercise all the same remedies as are available in the event of a default in the payment of Fixed Rent.

71. USA Patriot Act

(A) Certification. Tenant hereby certifies that:

(1) It is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(2) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

(B) Indemnification. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all loss, damage, liability, cost and expense of any nature (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing certification.

(C) Assignment and/or Subletting. If Tenant assigns this lease, the assignee under such assignment shall be required to expressly provide any certification reasonably required by Landlord which relates to the USA Patriot Act. Any approved sublease of all or any portion of the demised premises shall require the sublessee to provide any certification reasonably required by Landlord which relates to the USA Patriot Act.

72. Execution and Delivery

Landlord's preparation and submission of this lease to Tenant shall not constitute Landlord's offer to execute and exchange the same with Tenant. This lease shall not be binding in any respect upon Landlord until a counterpart hereof is executed by Landlord and delivered to Tenant. Tenant acknowledges and agrees that Landlord does not intend to execute this lease unless and until a lease modification agreement terminating the lease of the current tenant of the demised premises and all accompanying documentation (collectively, "IP Documentation") is unconditionally executed and exchanged and all necessary consents thereto and other conditions precedent to the effectiveness of this lease and the IP Documentation have been satisfied or waived. Tenant, therefore, agrees that it will have no right to withdraw the offer represented by its execution of this lease and the delivery of the Letter of Credit until September 14, 2005 (or, in any event, after this lease is executed by Landlord and delivered to Tenant's attorneys). If Landlord has not delivered an executed counterpart of this lease to Tenant's attorneys by September 14, 2005, then, at any time thereafter prior to Landlord's delivery of an executed counterpart of this lease, Tenant shall have the right to withdraw its execution of this lease upon notice to Landlord, in which event this lease shall be void and of no effect and neither party shall have any further rights or obligations pursuant hereto (except pursuant to Article 46 hereof).

A
A

EXHIBIT A

34

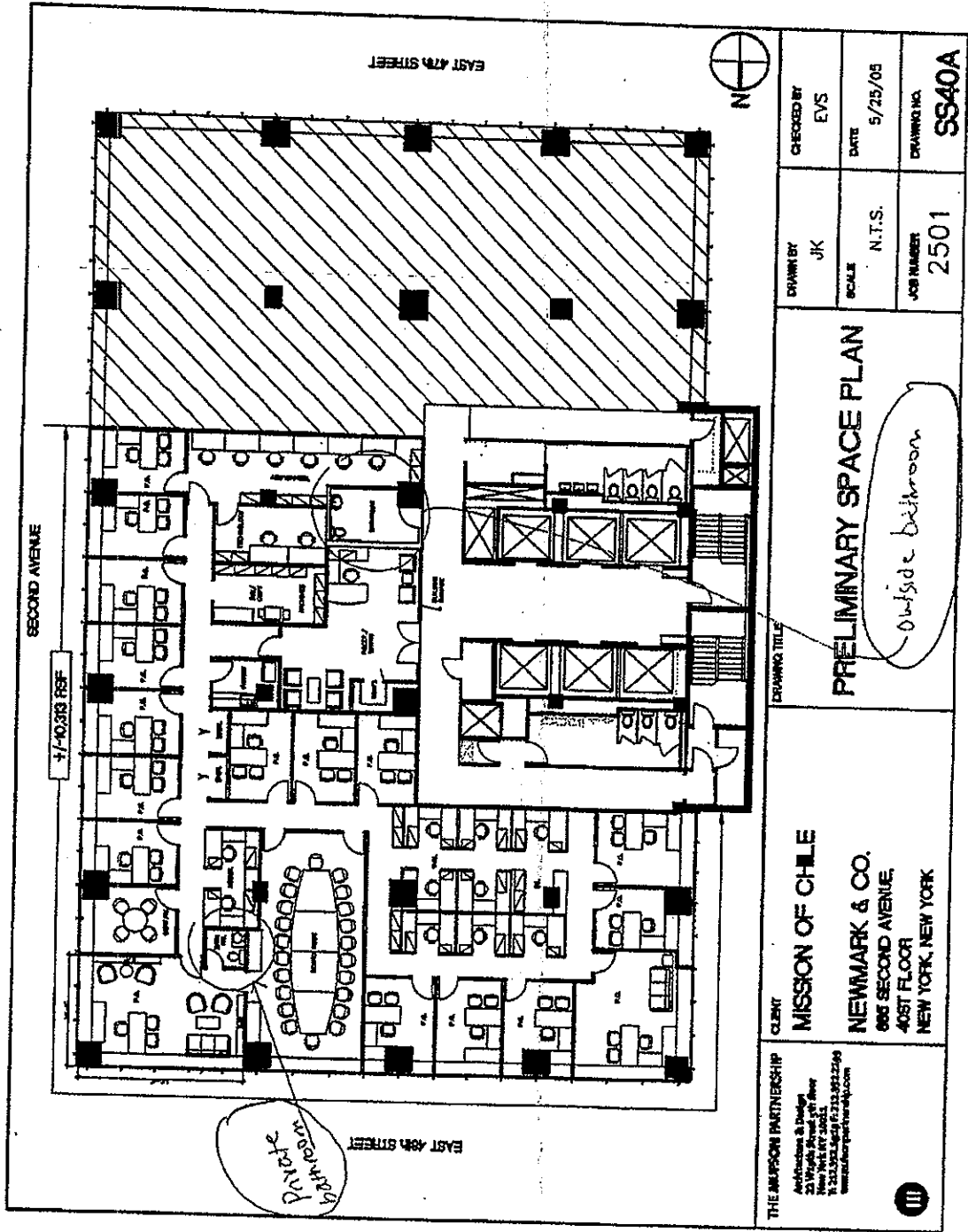


EXHIBIT B

35

BUILDING APPROVED CONTRACTORS
600 MADISON AVENUE
ONE DAG HAMMARSKJOLD PLAZA
1700 BROADWAY

UPDATED: 3-10-05

GENERAL CONTRACTORS

AMBASSADOR CONSTRUCTION COMPANY

41 East 42 Street
New York, NY 10017
212-922-1020
Jay Koven

J.T. MAGEN & COMPANY INC.

44 West 28 Street
New York, NY 10001
212-790-4200
John Fleming

STRUCTURETONE

770 Broadway, 9th Floor
New York, NY 10003
212-481-6100
Dan Finegan

VANGUARD CONSTRUCTION & DEVELOPMENT CO. INC.

307 West 38 Street
New York, NY 10018
212-594-7477
Michael Strauss

APPROVED SUBCONTRACTORS

26

MECHANICAL

A.D. WINSTON CORP.
43-15 36 Street
Long Island City, NY 11101
718-786-7848
Charles Rodstrom

PIERPONT MECHANICAL CORP.
58-61 54 Street
Maspeth, NY 11378
718-456-7300
J. Douglas Drogalis, P.E

DONNELLY MECHANICAL CORP.
96-59 222 Street
Queens Village, NY 11429-1313
(718) 886-1500
(718) 886-7727 Fax
Dan Donnelly, President

ELECTRICAL

CALL ELECTRIC CO., INC
35-21 Ninth Street
Long Island City, NY 11106
718-932-5344
David Spindell, Sandy Spindell

CMS ELECTRICAL SERVICES CO., INC.
306 West 37 Street
New York, NY 10018
212 244-6595
Martin Fressie

FOREST ELECTRIC CORP.
7 Penn Plaza
New York, NY 10001
212-594-4110
Phil Altheim

NEAD ELECTRIC
175 Broad Street
Carlstadt, NJ 07072
(201) 461-5210
(800) 200-6323
(201) 460-5211 Fax
Robert Marziotto, President

P.E. STONE, INC.
50 Watts Street
New York, NY 10013
212-334-1113
Emil Hoffman

27

PLUMBING

GEORGE BRESLAW & SONS INC
559 West 45 Street
NY, NY 10036
212-265-4023
Richard Breslaw

FACE PLUMBING CORP.
41 Box Street
Brooklyn, NY 11222
718-389-6100
Andru Coren

PAR PLUMBING
60 North Prospect Avenue
Lynbrook, NY 11563
516-887-4000
Larry Levine, Joe Mackie

FIRE ALARM SYSTEM CONTRACTOR (One Day)

FIRECOM, INC
39-27 59th Street
Woodside, NY 11377
718-899-2397
Antoine Saylor

DEPARTMENT OF BUILDINGS FILING EXPEDITER/CONSULTANT

Brookbridge Consulting Services
511 Canal Street
New York, NY 10013
Richard Imperatore

THE USE OF BROOKBRIDGE CONSULTING SERVICES IS REQUIRED FOR ALL FILING, SECURING OF PERMITS AND SIGNOFFS.

THE DEPARTMENT OF BUILDINGS "SELF CERTIFICATION" AI-1 FORM FILING FOR CONSTRUCTION PROJECTS IS NOT A LANDLORD APPROVED FILING PROCEDURE



EXHIBIT C

39

CERTIFICATE OF OCCUPANCY

Borough: MANHATTAN

Job Number ALT 103139373

Date: APRIL 8, 2004

No: 103139373

This certificate supersedes C.O. No 103139373-T-3

ZONING DISTRICT C1-9, R10, R8B

This certifies that the new-altered-existing-building-premises located at
885 SECOND AVENUE

Block: 1321

Lot: 22

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAW RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	PERMISSIBLE USE AND OCCUPANCY				DESCRIPTION OF USE
			ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	
GARAGE ENTRANCE	75, 300						THREE (3) LOADING BERTHS, ATTENDED ACCESSORY GARAGE FOURTEEN (14) CARS RESERVOIR PARKING FOR TEN (10) CARS, GARAGE OFFICE, MANLIFT ROOM
1ST FLOOR	100 300	206			6	F-4	PLAZA, ARCADE, LOBBY, STORES, CONCESSION, MPT STORAGE, PAN ROOM EATING & DRINKING ESTABLISHMENT
2ND-10TH FLOORS INCL.	50 EA.	189 EA.			6	D-2	KITCHEN (ACCESSORY) OFFICES
11TH FLOOR	50, 300	2					A.C. FAN ROOM, ENGINEER'S OFFICE, ELEVATOR MACHINE ROOM
12TH-28TH FLOORS INCL.	50 EA	133 EA.					OFFICES

OPEN SPACE USES

(CONTINUED)

(SPECIFY PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED NOTED ON THE REVERSE SIDE. SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS

[Signature]
BOROUGH COMMISSIONER
Borough Commissioner

[Signature]
COMMISSIONER
Commissioner

ORIGINAL

OFFICE COPY - DEPARTMENT OF BUILDINGS

COPY



CERTIFICATE OF OCCUPANCY

Borough: MANHATTAN

Job Number ALT 103139373

Date: APRIL 8, 2004

No: 103139373

This certificate superseded C.O. No 103139373-T-3

ZONING DISTRICT C1-9, R10, R88

This certifies that the new-altered-existing-building premises located at
885 SECOND AVENUE

Block: 1321

Lot: 22

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAW RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	PERMISSIBLE USE AND OCCUPANCY				DESCRIPTION OF USE
			ZONING DWELLING OR ROOMING UNITS	BUILDING CODE-HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	
3RD SUB-CELLAR	Q.G.						ATTENDED ACCESSORY GARAGE FIFTY-EIGHT (58) CARS, ELEVATOR MACHINE ROOM, MANLIFT ROOM
2ND SUB-CELLAR	75	0					ATTENDED ACCESSORY GARAGE FIFTY-TWO (52) CARS, ELECTRICAL SWITCHBOARD ROOM, MANLIFT ROOM
1ST SUB-CELLAR	50, 75	78					ATTENDED ACCESSORY GARAGE FIFTY-SEVEN (57) CARS, MANLIFT ROOM, MECHANICAL EQUIPMENT ROOM, TELEPHONE EQUIPMENT ROOM, OFFICES, STORAGE
CELLAR	50, 75 300						ATTENDED ACCESSORY GARAGE THIRTY-SIX (36) CARS STORES, OFFICES, LIFT ROOM, WATER METER ROOM, MAIL ROOM, ELEVATOR MACHINE ROOM MEN & WOMEN LOCKER ROOM, & TOILETS, NETWORK PROTECTORS, EATING AND DRINKING ESTABLISHMENT
OPEN SPACE USES							

(CONTINUED)

(SPECIFY PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS THIS CERTIFICATE OF OCCUPANCY IS OBTAINED AS AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED NOTED ON THE REVERSE AND SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS

[Signature]
Borough Commissioner
Borough Commissioner

[Signature]
Commissioner
MAN-32
Commissioner

ORIGINAL

OFFICE COPY - DEPARTMENT OF BUILDINGS

COPY



CERTIFICATE OF OCCUPANCY

Borough: MANHATTAN Job Number ALT 103139373
 Date: APRIL 8, 2004 No: 103139373
 This certificate supersedes C.O. No 103139373-T-3 ZONING DISTRICT C1-9, R1Q, R5B

This certifies that the new-altered-existing-building-premises located at
885 SECOND AVENUE

Block: 1321 Lot: 22

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAW RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
30TH FLOOR	150	0					A.C. FAN ROOM, ELEVATOR MACHINE ROOM
31ST-46TH FLOORS INCL.	50 EA.	133 EA.					OFFICES
MAIN ROOF & BULKHEAD	40, 150	0					A.C. FAN ROOM, ELEVATOR MACHINE ROOM, COOLING TOWER, HOUSE TANK AND ROOF
THIS CERTIFICATE OF OCCUPANCY MUST BE POSTED WITHIN THE BUILDING IN ACCORDANCE WITH THE RULES OF THE DEPARTMENT, REGULATED MARCH 31ST, 1907.							

OPEN SPACE USES

(SPECIFY PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS THIS CERTIFICATE OF OCCUPANCY IS OBTAINED OR A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED NOTED ON THE REVERSE SIDE. *[Signature]*
 BOROUGH COMMISSIONER

Borough Commissioner *[Signature]* Commissioner *[Signature]*
 ORIGINAL OFFICE COPY - DEPARTMENT OF BUILDINGS COPY

YK
 THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING AT A POINT ON THE	WEST	side of	2ND AVENUE.
distance	WEST	feet from the corner formed by the intersection of	
47TH STREET		and 2ND AVENUE	
running thence	NORTH 200'	feet; thence	WEST 126'
thence	SOUTH 100'	feet; thence	WEST 255'
thence	SOUTH 24'	feet; thence	EAST 3'
thence	SOUTH 85'	feet; thence	EAST 375'
thence		feet; thence	
To the pole or place of beginning			
N.B. or A.L. No.	ALT 103138373	Date of completion	1893793
N.B. or A.L. No.		Building occupancy group classification	E
		Height	Stories 46 Feet 641
		Construction classification	CLASS 1

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES	NO		YES	NO
STANDPIPE SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>	AUTOMATIC SPRINKLER SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>
YARD HYDRANT SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>			
STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>			
SMOKE DETECTOR	<input type="checkbox"/>	<input type="checkbox"/>			
FIRE ALARM AND SIGNAL SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>			

STORM DRAINAGE DISCHARGES INTO:

- A) STORM SEWER B) COMBINED SEWER C) PRIVATE SEWAGE DISPOSAL SYSTEM

SANITARY DRAINAGE DISCHARGES INTO:

- A) SANITARY SEWER B) COMBINED SEWER C) PRIVATE SEWAGE DISPOSAL SYSTEM

LIMITATIONS OR RESTRICTIONS:

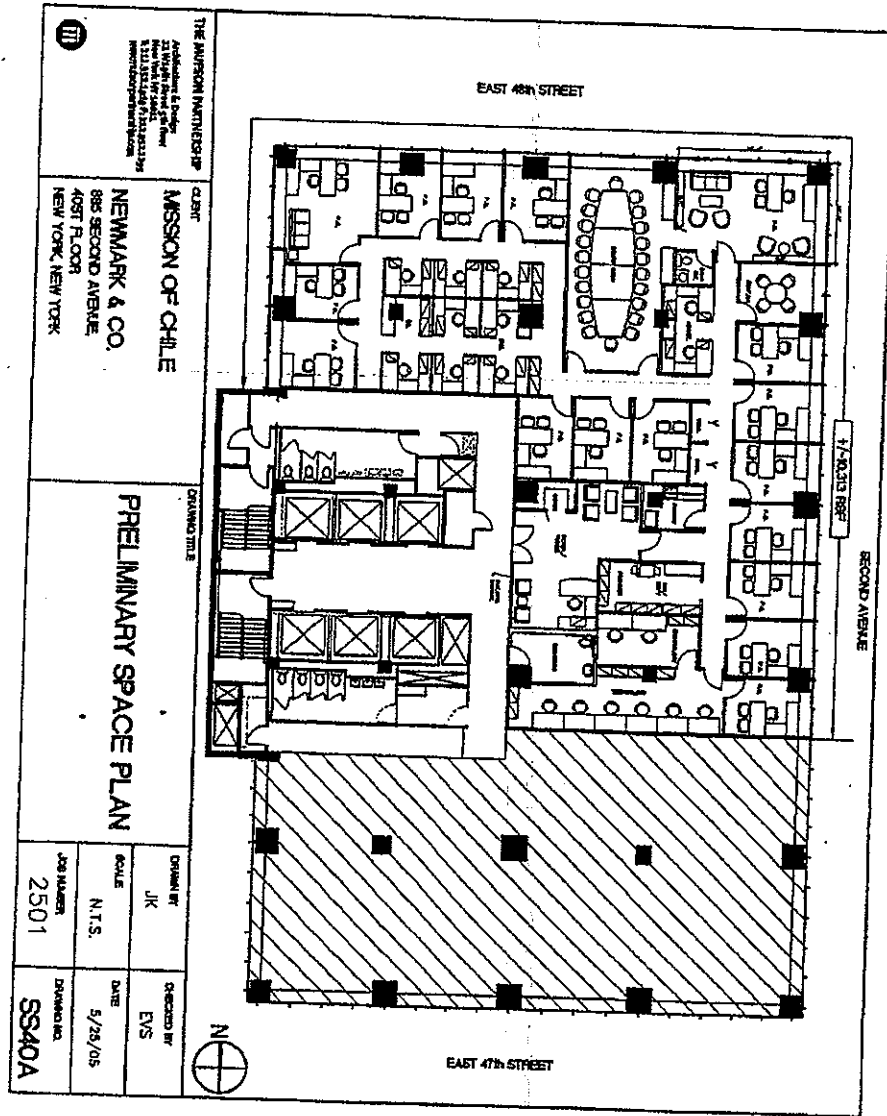
BOARD OF STANDARDS AND APPEALS CAL. NO. _____

CITY PLANNING COMMISSION CAL. NO. _____

OTHERS: _____

EXHIBIT D

43



THE JAVISON PARTNERSHIP
 Architects & Interiors
 225 Madison Avenue
 11th Floor
 New York, NY 10017
 Tel: 212 687 1000
 Fax: 212 687 1001
 www.javisonpartnership.com

CLIENT
MISSION OF CHILE
NEWMARK & CO.
 885 SECOND AVENUE
 40ST FLOOR
 NEW YORK, NEW YORK

DRAWING TITLE
PRELIMINARY SPACE PLAN

DESIGNED BY JK	CHECKED BY EVS
SCALE N.T.S.	DATE 5/26/05
JOB NUMBER 2501	DRAWING NO. SS40A

EXHIBIT D

TOWER PLAZA ASSOCIATES
BUILDING STANDARDS WORK LETTER SCOPE-TENANT INSTALLATION
885 SECOND AVENUE

1. Drywall/ Partitions
 - 1.1 Demising walls to be as required by code.
 - 1.2 Typical interior partitions to be 2-1/2" studs, 5/8" gypsum board each side, taped, spaced and painted. Gypsum board to 6" above finished ceiling.
 - 1.3 Sound insulated partitions, slab to slab, for conference room and corner offices. 2 1/2" studs, 5/8" gypsum board each side to slab with 2 1/2" batt insulation between studs.
 - 1.4 Offices to have side lights adjacent to office entry door.
2. Doors and Hardware
 - 2.1 Perimeter office doors to be solid wood cherry veneer door over Hollow Metal K.D. Door frame. (3'-0" x 8'-0" x 1-3/4").
 - 2.2 Main entry double doors @ 3'0" x 7'0" ea. Fire rated wood veneer.
 - 2.3 Door hardware to be cylindrical lever handle, "Schlage" D series, Athens handle, Satin Chrome Finish (US28D).
Main entry door(s) hardware to be "Schlage" Mortise L. series, 9453P, Satin Brass finish (US4).
 - 2.4 Passage latchesets for interior doors.
 - 2.5 Office locksets for corner offices.
 - 2.6 Fire-rated doors and frames at rated drywall.
 - 2.7 All doors to get full mortise ball bearing butt hinges with floor mounted doorstop and rubber door silencers.
 - 2.8 2'-0" x 8'-0" glass sidelight adjacent to office door.
 - 2.9 Closet/Utility doors to be painted hollow metal over Hollow Metal K.D. frame (3' x 8'x1-3/4")
3. Ceilings
 - 3.1 Ceiling throughout to be 2'x2' accessible system, Armstrong "Trimline" with "Armstrong" Ultima series no. 912 Beveled tegular lay-in ceiling tiles. Ceiling to be installed as per codes and requirements.
4. Electrical
 - 4.1 All lighting to be 2'x4' or 2'x2' fluorescent light fixtures, "Lightoller" - Alter recessed direct/indirect (or similar). (Allow one 2'x4' fixture per 80 U.S.F.).
 - 4.2 Light switches and receptacles to be "Leviton" Decora type one switch per office, all other switches to be ganged together.
 - 4.3 Electrical receptacles to be "Leviton" Decora type, 110v wall mounted at 15" A.F.F. at each desk location and dispersed throughout space (one per 80 r.s.f.).
 - a. One (1) quad, one (1) duplex and one (1) data per interior office.
 - b. One (1) quad, and one (1) data per workstation.
 - 4.4 Provide (2) dedicated circuits outlets. (20 AMPS at location T.B.D.)
 - 4.5 Tel. / Data outlet to be 3/4" diameter conduit stub-up to be above ceiling.
5. Flooring
 - 5.1 All gypsum board partitions to get continuous 4" high vinyl base.
 - 5.2 Pantry, storage room & misc. rooms to get 1'x 1' building standard vinyl composition tiles.

45

EXHIBIT D

- 5.3 Carpet to be direct glue down installation.
- 6. Wall Finishes
 - 6.1 All walls & columns to have two coats of egg shell latex paint over primer.
 - 6.2 All hollow metals to be painted semi-gloss finish.
 - 6.3 All convactor enclosures to be painted semi-gloss finish.
- 7. Architectural Woodwork
 - 7.1 Chrome hanging rod and birch veneer hat shelf at coat closet.
 - 7.2 Plastic laminate counter at copy room.
 - 7.3 Plastic laminate counter at pantry (10LF max.) where applicable.
- 8. HVAC
 - 8.1 Base Building air-cooled A/C units with standard low pressure duct distribution system. 2' x 2' diffusers for supply and plenum return air.
 - 8.2 A/C control.
 - 8.3 Air balancing.
- 9. Fire Alarm
 - 9.1 Exit light as required by code.
 - 9.2 Strobe/speaker combination devices as required by code.
 - 9.3 Pull stations, fire warden station, elevator call button to be at ADA required height as required by code.
- 10. Plumbing
 - 10.1 Where applicable- at pantry stainless steel, over counter mounted sink, with building standard faucet and building standard refrigerator.
- 11. Miscellaneous
 - 11.1 Window Treatment -- Building standard
 - 11.2 Build-out to feature one (1) private, two (2) fixture bathroom.

Note: See building Standard Finish Specification for additional notes and specs.

EXHIBIT D

TOWER PLAZA ASSOCIATES
PRE-BUILT STANDARDS
BUILDING STANDARDS FINISH SPECIFICATIONS

General Paint (P-1)
Benjamin Moore
OC-128 - Easter Lily
Latex Eggshell finish

Metal & Frames Paint (P-2)
Benjamin Moore
OC-35 - Spanish white
Alkyd Semi gloss finish

Carpet - Open areas (C-1)
Bentley or Equal
Continuity
8CT2406301
Connection 886605
Direct glue down installation

Carpet - Private Offices & Conference Room (C-2)
Bentley or Equal
Continuity
8CU2406301
Connection 886605
Direct glue down installation

VCT Floor (VCT-1)
AZROCK
Thru Quartz Series - 12" x 12"
TQ224 Warm White

VCT Floor (VCT-2)
AZROCK
Thru Quartz Series - 12" x 12"
TQ217 Comsilk

VCT Floor (VCT-3)
AZROCK
Thru Quartz Series - 12" x 12"
TQ284 Smoke

Vinyl Base - 4" H. (B-1)
Flexco
022 Almond
Flat for Carpet floor
Cove for Hard floor

47

EXHIBIT D

Plastic Laminate (PL-1)
For cabinets
Formica
460-58, Ivory
Matte finish

Plastic Laminate (PL-2)
For counter tops and backplash
Formica
899-58, Desert Beige
Matte finish

Window Treatment (WT-1)
CBS Blinds & Shades w/ Valance
Style 2100 - 10% openness
P02 White (Valance color: white)

Cleaning Specifications

One Dag Hammar skjold Plaza
New York, New York

A. General Cleaning - Nightly

- 1) Sweep all flooring using approved dust-down preparations.
- 2) Vacuum or carpet sweep all carpeted areas and runs as required, moving light furniture other than desks, file cabinets, etc.
- 3) Sweep (or vacuum clean or sweep, if carpeted) all private stairways, wash as necessary.
- 4) Empty, clean and damp dust, all wastepaper baskets, ash trays, receptacles, etc.
- 5) Clean all cigarette urns and replace sand or water as necessary.
- 6) Bag wastepaper and waste materials customary to normal conduct of executive and general offices.
- 7) Dust and wipe clean all furniture, fixtures, telephones, window sills and desk equipment.
- 8) Dust all chair rails, trim, louvers, pictures, charts, etc. within reach.
- 9) Dust all baseboards.
- 10) Wash clean all water fountains and coolers.
- 11) Keep locker and slop sink rooms in clean and orderly condition.
- 12) Dust all vinyl, plastic or leather covered chairs. Wipe clean as needed.
- 13) Close all exterior window drapes and blinds for uniformity. Report all inoperative cords, pulls, etc.
- 14) Remove all fingerprints, scuff marks and chewing gum wherever found.

B) Lavatories - Nightly

- 1) Sweep and wash all flooring with approved germicidal detergent solution.
- 2) Wash and polish all mirrors, powder shelves, bright work, enameled surfaces, etc., including, but not limited to, flushometers, piping and toilet seat hinges.
- 3) Wash and wipe dry both sides of all toilet seats with an approved germicidal solution.
- 4) Wipe clean all toilet tissue, soap, towel and sanitary napkin dispensers and disposal units.
- 5) Wash all basins, bowls and urinals and disinfect.
- 6) Dust all partitions, tile walls, enamel surfaces dispensers and receptacles.
- 7) Empty and clean paper towel and sanitary napkin disposal receptacles.
- 8) Remove wastepaper and refuse.
- 9) Fill toilet tissue holders and sanitary napkin dispensers.

C) Public Lavatories - Periodic Cleaning

- 1) Machine scrub flooring once each week.
- 2) Wash all partitions, tile walls and enamel surfaces not less than once each month.
- 3) High dust once each month.

D) Office Areas - High Dusting

- 1) High dusting shall be done once every two months, and includes the following:
 - a) Dust pictures, frames, blinds, charts, graphs and similar wall hangings not reached in nightly cleaning.
 - b) Dust vertical surfaces such as partitions, ventilating louvers, etc., not reached in nightly cleaning.
 - c) Dust exterior of lighting fixtures.

d) Dust overhead pipes, sprinklers, etc.

e) Dust Venetian blinds.

f) Dust window frames.

50

E) Window, Glass & Exterior Cleaning

1) Clean all windows (including lobby side of store windows), inside, including interior sills, frames and outside not less than four (4) times a year at regular intervals (subject to delays occasioned by inclement weather); wipe drip marks from exterior aluminum after cleaning windows.

F) Schedule of Cleaning

1) All of the nightly cleaning services listed shall be performed five (5) days each week, Monday through Friday, other than on union holidays.

EXHIBIT F

51

[Name and Address
of Landlord]

Re: Irrevocable Clean Letter of Credit

Gentlemen:

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

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

This Letter of Credit shall expire one year from the date hereof; provided, however, that it is a condition of this Letter of Credit that it shall be deemed automatically extended, from time to time, without amendment, for one year from the expiry date hereof and from each and every future expiry date, unless at least sixty (60) days prior to any expiry date we shall notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

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

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

Except as otherwise specified herein, this Letter of Credit is subject to the International Standby Practices (1998), International Chamber of Commerce Publication No. 590.

Very truly yours,

(Name of Bank)

By: _____

EXHIBIT F-1

52/52

Re: Credit

Issued by

Gentlemen:

For value received, the undersigned beneficiary irrevocably transfers to:

(Name of Second Beneficiary)

(Address)

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

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

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

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

Yours very truly,

SIGNATURE AUTHENTICATED

(Bank)

(Authorized Signature)

Signature of Beneficiary