EIGHTH AMENDMENT
TO
AGREEMENT OF LEASE

This AGREEMENT (this "Agreement" or this "Eighth Amendment") made as of October 16, 2026, by and among ROOSEVELT ISLAND OPERATING CORPORATION ("RIOC"), a body corporate and politic constituting a political subdivision of the State of New York and a public benefit corporation, having an office at 591 Main Street, Roosevelt Island, New York I 0044 ("Landlord") and ROOSEVELT ISLAND ASSOCIATES ("RIA"), a New York general partnership, having an office at c/o Starrett Companies LLC, 70 East 55th Street, 7th Floor, New York, New York 10022 ("Tenant").

W I T N E S S E T H :

WHEREAS, Landlord and Tenant are parties to an Agreement of Lease made as of August 4, 1986 (the "Original Lease"), as amended by Amendment to Agreement of Lease dated as of July 9, 1987, by a Second Amendment to Agreement of Lease dated as of February 24, 1989, by a Third Amendment to Agreement of Lease made as of July 5, 1989, by a Fourth Amendment to Agreement of Lease made as of September 20, 199 l, by a Fifth Amendment to Agreement of Lease made as of January 15, 1993, by a Sixth Amendment to Agreement of Lease made as of June 14, 2004, and by a Seventh Amendment to Agreement of Lease made as of July 22, 2019 (the Original Lease and subsequent amendments being hereafter collectively referred to as "Lease") covering certain premises on Roosevelt Island more particularly described in the Lease; and

WHEREAS, as of the date of this Eighth Amendment, the Lease shall be amended as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in the Lease.

SECTION 2. Amendment of Definitions.

(a) The definition of "Institutional Lender" in Article 1 of the Lease is hereby deleted and replaced in its entirety and the following is substituted therefor:

''Institutional Lender" shall mean a savings and loan association, savings bank, commercial bank or trust company, insurance company, educational institution, welfare, pension or retirement fund or system, any other entity subject to supervision and regulation by the insurance or banking departments of the State of New York or by a department or agency of the United States exercising similar functions (or any successor department or departments hereafter exercising the same functions as said departments), any governmental agency or entity insured by a governmental agency, a finance company, a private mortgage company, a conduit or pooled mortgage investment fund, a real estate investment trust, an investment bank, or any other lender generally considered an "institutional" real estate lender or a real estate investment trust or other non-bank entity that

regularly deals with real estate and/or which makes loans secured by real estate as an ordinary part of its business, provided that in order for any of such entities to be included as an "Institutional Lender," it shall be subject to service of process within New York State and shall either (i) have a net worth or net assets of at least $500,000,000 (each of such figures to be Adjusted for Inflation as of the fifth anniversary of the date of this Eighth Amendment and on each fifth anniversary of such date throughout the term of this Lease), or (ii) be a real estate mortgage investment conduit ("REMIC") or similar vehicle so long as the mortgage held by the REMIC or similar vehicle is serviced by an entity that meets the requirements of clause (i) above or by a rated servicer, or (iii) any entity controlled by any of the entities described in clause (i) or (ii) above. An entity meeting the foregoing requirements shall be deemed an Institutional Lender whether acting individually or in a fiduciary capacity. As used herein, "First Mortgagee" shall, in the case that there shall be more than one Mortgagee, refer to the Mortgagee who holds the Mortgage that is recorded prior to any subsequent Mortgage(s)."

(b) The following definition of "Taking" is added to Article 1 as follows:

"Taking" shall mean shall mean a taking of all or any part of the Premises, or any interest therein or right accruing thereto including any right of access, by or on behalf of any governmental authority or by any entity granted the authority to take property through the exercise of a power of eminent domain granted by statute, any agreement that conveys to the condemning authority all or any part of the Premises as the result of, or in lieu of, or in anticipation of the exercise of a right of condemnation or eminent domain, or a change of grade affecting the Premises. The date of the Taking shall be deemed to be the date that title vests in the condemning authority or its designee.

(c) The following definition of "Award" is added to Article 1 as follows:

"Award" shall mean the condemnation award and/or proceeds of the Taking, including any interest earned on the Award.

SECTION 3. Amendment to Article 9 of the Lease. Article 9 of the Lease is hereby amended as follows:

1. Section 9.01(a) is hereby deleted in its entirety and replaced with the following:

Section 9.01. (a) If at any time during the Term, the whole or substantially all of the Premises shall be taken, or if the Master Lease shall be terminated as a result of a total taking or a constructive total taking of the Premises demised under the Master Lease pursuant to Article 13 of the Master Lease (excluding a taking of the fee interest in the Premises, or any leasehold interest superior to that or the Tenant's if after such taking, Tenant's rights under this Lease are not affected) this Lease shall terminate and come to an end as of the date of such taking and the Base Rent and other charges payable by Tenant hereunder shall be apportioned and paid to the date of such condemnation or taking (provided, however, that there shall be no adjustment, apportionment or refund of any of the rental payments which became due and payable prior to the date of such taking or Lease termination, except with respect to Transaction Payments, which shall be amortized over the period from the date of payment through the remainder of the term of the Lease).

2. New Sections 9.10, 9.11 and 9.12 are hereby added:

Section 9.10. If Landlord acquires the fee interest in the Premises, the fee title to the Premises and the leasehold estate of the Landlord created under the Master Lease shall not merge, but shall remain separate and distinct. In such case, Landlord shall always be entitled to receive such portion of the Condemnation Proceeds, with interest thereon, as shall represent the Condemnation Proceeds to which the holder of the leasehold estate of the Lessor under the Master Lease would have been entitled to receive.

Section 9.11. Disputes arising under this Article 9 shall be subject to arbitration in accordance with the provisions of Article 35.

Section 9.12. In the event of any conflict between the terms of this Article 9 and any other terms of this Lease, the terms of this Article 9 shall control.

SECTION 4. Amendment to Article 33 of the Lease. Article 33 of the Lease is hereby deleted in its entirety and replaced with the following:

Article 33

Mortgages

Section 33.01. Subject to the provisions of this Article 33, Tenant may, from time to time, grant to any Institutional Lender providing financing or refinancing to Tenant with respect to the Premises, or any portion thereof, a Mortgage, provided the holder of such Mortgage shall not be a Prohibited Person. No such Mortgage, lien or security interest shall attach to, affect or be a lien or encumbrance upon Landlord's interest in the Lease or the Premises or any part thereof nor shall any such assignment affect Landlord's interest in the Lease. Tenant may have one or more Mortgages at any time. With the exception of the rights granted to a Mortgagee pursuant to the provisions of this Article 33, the execution and delivery of a Mortgage does not give nor shall be deemed to give any Mortgagee any greater rights against Landlord than those granted to Tenant hereunder. Notwithstanding the foregoing, there shall be no limit on the amount or nature of the obligations secured by a Mortgage, the Mortgagee's exercise of any rights or remedies against Tenant under any Mortgage, or any creation of participation or syndication interests in any Mortgage or on any subsequent assignment, transfer or hypothecation of any Mortgage, provided the holder of the Mortgage shall be an Institutional Lender.

Section 33.02. Tenant shall give Landlord prompt notice of each Mortgage, together with contact information for notices to the Mortgagee (such notice and/or any notice given by Mortgagee to Landlord of its contact information shall be given in the manner otherwise provided herein for the giving of notices generally, collectively, the "Mortgagee Notice"). Each Mortgagee Notice shall be accompanied by a complete copy of each Mortgage (including all documents and instruments comprising the Mortgage) and all amendments, extensions, modifications and consolidations thereof, certified as such by Tenant. Tenant hereby agrees that if Tenant fails to comply with these conditions and procedures, the Mortgage shall not be entitled to the protection of this Article unless and until the conditions and procedures set forth in this Section 33.03 have been complied with by Tenant. If at any time a Mortgagee Notice is delivered there is (or will be) more than one Mortgage, then each Mortgagee Notice shall state the order of priority

of each Mortgagee's interest. Landlord, without liability to Tenant or any Mortgagee, may rely on the statement contained in such Mortgagee Notice.

Section 33.03. Landlord shall give the First Mortgagee and each other Mortgagee from whom Landlord has received a Mortgagee Notice, in the manner provided by the notice provisions of the Lease, a copy of each notice of default under the Lease or the Master Lease or other notice that relates to a condition impairing or materially adversely affecting (i) the Tenant's interest in the Lease, or (ii) the Mortgage given by Landlord to Tenant, at the same time that Landlord gives such notice of default to Tenant or promptly thereafter. No such notice of default given by Landlord to Tenant shall be effective unless and until a copy of such notice shall have been so given to each such Mortgagee at the last address furnished to Landlord. After receipt of a Mortgagee Notice, Landlord shall give such Mortgagee, in the manner provided by the notice provisions of the Lease, a copy of each notice of default or other notice that relates to a condition impairing or materially adversely affecting the Mortgage given by Landlord to Tenant, at the same time that Landlord gives such notice of default to Tenant or promptly thereafter, No such notice of default given by Landlord to Tenant shall be effective unless and until a copy of such notice shall have been so given to each such Mortgagee at the last address furnished to Landlord. Notice to a Mortgagee shall be deemed given on the date received by the Mortgagee. The Mortgagee shall have the right, but not the obligation (except as provided in the next section), to cure such default or to cause such default to be cured, within the time periods set out in Section 33.054below.

Section 33.04. Landlord shall not exercise its right to terminate the Lease following a default by Tenant if:

(i) As to a monetary default, the Mortgagee cures such default on or before the date that is the later of (x) fifteen (15) days after the date such default is required to be cured by Tenant under the terms of the Lease and (y) fifteen (15) days after the date Mortgagee is given notice of Tenant's default; and

(ii) As to a non-monetary default, (x) Landlord receives written notice from the Mortgagee (the "Mortgagee Cure Notice"), within thirty (30) days after Mortgagee is given Landlord's notice of Tenant's default, that Mortgagee agrees to remedy the default, and (y) Mortgagee cures such default on or before the date that is the later of (A) sixty (60) days after the date such default is required to be cured by Tenant under the terms of the Lease, and (B) sixty (60) days after the date Mortgagee is given notice of Tenant's default, provided, however, that if any non-monetary default is not capable of being remedied by the Mortgagee within such time period, Mortgagee shall have such greater period of time as is necessary to cure such default if Mortgagee shall deliver notice to Landlord, in writing, that it shall:

(x) commence to remedy the default within such period and shall diligently continue to prosecute such cure to completion, or

(y) if possession of the Premises is required in order to cure such default, institutes judicial or non-judicial foreclosure proceedings within such sixty (60) day period and diligently prosecutes such proceedings or other proceeding to have a receiver appointed (subject to any stay in any bankruptcy proceeding or other proceedings affecting Tenant, so long as such stay or injunction has not been lifted) in order to obtain possession directly or through a

receiver, and, upon obtaining such possession, commences promptly to cure the default and diligently prosecutes the same to completion, provided that, during the period in which such action is being taken and any foreclosure proceedings are pending, all of the other obligations of Tenant under the Lease, to the extent they are reasonably susceptible to being performed by Mortgagee without taking possession of the Premises, shall be performed within the cure periods otherwise provided.

If such non-monetary default is of such a nature that it cannot be cured by Mortgagee (for example, the bankruptcy of Tenant), Mortgagee will not be liable for such default and if Mortgagee succeeds Tenant to the position of Tenant hereunder, Landlord shall not terminate the Lease by reason of such default unless the Mortgagee consents in writing to such termination, and Mortgagee is otherwise performing all other obligations of Tenant under the Lease, and is diligently proceeding to foreclose its mortgage..

Section 33.05. At any time after the delivery of the Mortgagee Cure Notice, Mortgagee may notify Landlord, in writing, that it has relinquished possession of the Premises, or that it will not institute foreclosure proceedings, or, if such proceedings have been commenced, that it has discontinued or will discontinue such proceedings, and that it relinquishes all right to a New Lease (the "Abandonment Notice"). In such event, Mortgagee shall have no further obligation to cure Tenant's default(s)., except for any obligations accruing prior to the date it delivers such notice. Landlord may, at any time after receipt of such Abandonment Notice or upon Mortgagee's failure to comply with the requirements of Section 33.04 above, terminate the Lease in accordance with the terms thereof, without any obligation to give Mortgagee a New Lease.

Section 33.06. Subject to the preceding sections, no Mortgagee shall become liable under the provisions of the Lease, or any lease executed pursuant to this Article, unless and until such time as it becomes, and then only for as long as it remains, the Tenant under the leasehold estate created by the Lease. No Mortgagee shall have any personal liability under the Lease except to the extent of its interest in the Lease, even if it becomes Tenant or assumes the obligations of Tenant under the Lease.

Section 33.07. Subject to Section 33.04 above, Mortgagee has no obligation to cure any default of Tenant under. the Lease.

Section 33.08 If the Lease is terminated for any reason, or if the Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors' rights, Landlord shall give prompt notice thereof to each of the other then Mortgagees whose contact information Landlord has received in a Mortgagee Notice, in the manner provided by the notice provisions of the Lease. Landlord, upon written request of the First Mortgagee or, if the First Mortgagee has notified Landlord that the First Mortgagee is no longer the senior Mortgagee, any such other Mortgagee (or if more than one Mortgagee makes such request, the Mortgagee whose Mortgage has the most senior lien), made any time within thirty (30) days after the giving of such notice by Landlord, shall promptly execute and deliver to the First Mortgagee, as the Senior Mortgagee, or if the First Mortgagee is no longer the Senior Mortgagee, such other Mortgagee (or any designee or nominee of the First Mortgagee or such other Mortgagee, as the case may be) a new lease of the Premises (the "New Lease"), naming the First Mortgagee or, to the extent that the First Mortgagee is no longer the Senior Mortgagee, such other Mortgagee or its designee as the

Tenant under the Lease, for the remainder of the Term upon all of the terms, covenants, and conditions of the Lease (including options to extend the term of the Lease, if any) except for such provisions that must be modified to reflect such termination, rejection or disaffirmance, if the First Mortgagee or, to the extent that the First Mortgagee is no longer the Senior Mortgagee, such other Mortgagee, as the case may be, shall pay to Landlord, concurrently with the delivery of such New Lease, all unpaid Rental due under the Lease up to and including the date of the commencement of the term of such New Lease, and all expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs incurred in connection with any such termination, rejection or disaffirmance of this Lease and the preparation of the New Lease. (If at any time Landlord enters into a New Lease with Mortgagee any portion of the Premises shall have been subjected to a condemnation, then Landlord's obligation to enter into a New Lease with the First Mortgagee or, to the extent that the First Mortgagee is no longer the Senior Mortgagee, such other Mortgagee, shall be for the Premises as reduced) the First Mortgagee or, to the extent that the First Mortgagee is no longer the Senior Mortgagee, such other Mortgagee or its designee shall execute and deliver to Landlord such New Lease within thirty (30) days after delivery of such New Lease by Landlord to Mortgagee. If the First Mortgagee or, to the extent that the First Mortgagee is no longer the Senior Mortgagee, such other Mortgagee, or its designee or nominee, as the case may be, fails to execute and return the New Lease within such thirty (30) days period, Landlord may notify the First Mortgagee or, to the extent that the First Mortgagee is no longer the Senior Mortgagee, such other such Mortgagee, designee or nominee that Landlord is withdrawing the New Lease, whereupon the First Mortgagee or, to the extent that the First Mortgagee is no longer the Senior Mortgagee, such other Mortgagee, designee or nominee shall have no further rights to a New Lease. Upon execution and delivery of such New Lease, except with respect to defaults which are not capable of being cured by the applicable Mortgagee, such Mortgagee shall cure or cause to be cured, within the time periods set forth in this Lease, all defaults existing under the Lease immediately before its termination of which such Mortgagee had received notice of prior to the termination of the Lease (the time to cure determined as if such time periods commenced as of the date of the New Lease). The execution of a New Lease shall not constitute a waiver of any default existing immediately before termination of this Lease of which such Mortgagee had received notice of prior to the termination of the Lease and, except for a default which is not susceptible of being cured by the Mortgagee, the tenant under the New Lease shall cure, within the time periods set forth in the Lease, all defaults existing under this Lease immediately before its termination, which such Mortgagee had received notice of prior to the termination of the Lease (the time to cure determined as if such time periods commenced as of the date of the New Lease).

Section 33.09 . The New Lease and the leasehold estate created thereby shall have the same priority as this Lease, provided, however that Landlord shall not be deemed to have represented or covenanted that such New Lease shall be superior to the claims of any prior tenant, its creditors, a judicially appointed receiver or trustee for such tenant, or any other person or entity claiming priority, by operation of law or otherwise, through, under, or by virtue of the acts of, any prior tenant. Concurrently with the execution and delivery of a New Lease, Landlord shall assign to the tenant named therein all of its right, title and interest to moneys (including insurance proceeds and condemnation awards), if any, then held by, or payable to Landlord that Tenant would have been entitled to receive but for the termination of this Lease. With respect to any moneys held by Landlord under the terms of the Lease that would not be payable to Tenant if the Lease had not been terminated, Landlord shall continue to hold, and to disburse such moneys, in accordance with the terms of the Lease. Notwithstanding anything to the contrary herein contained,

nothing in this Lease is intended to alter or impair the rights of any party hereto, or the rights of any Institutional Lender, as such rights exist under the Master Lease. If Landlord mortgages or otherwise encumbers its estate under and interest in this Lease and/or its estate under or interest as Tenant under the Master Lease (either being a "Landlord Leasehold Mortgage") Landlord will either cause any holder of Landlord's Leasehold Mortgage either to (x) subordinate its interest to the Tenant's and each Mortgagee's respective interests, or (y) execute and deliver to Tenant (and any Mortgagee, if requested), a subordination, non-disturbance and attornment agreement that is reasonable and customary for the benefit of such persons and their successors and assigns. Landlord shall use commercially reasonable efforts to cause its Landlord Leasehold Mortgage holder to comply with clause (x) (as opposed to (y)) in the preceding sentence provided that same would not have an adverse effect on Landlord as reasonably determined by Landlord, and provided that failure to cause Landlord's Leasehold Mortgage holder to comply with clause (x) shall not be deemed a default by Landlord or affect the subordination of the Lease provided such holder complies with clause (y). Tenant shall not subordinate its interest in the Lease to any mortgage or other encumbrance without the consent of all Mortgagees, except as otherwise elsewhere in this Lease expressly provided.

Section 33.10. If a Mortgagee has timely requested a New Lease, Landlord shall not, between the date of termination of the Lease and the date of execution of the New Lease, without the written consent of such Mortgagee terminate any sublease, disturb the occupancy, interest or quiet enjoyment of any subtenant, or accept any cancellation, termination or surrender of such sublease (unless such termination or disturbance shall be effected as a matter of law on the termination of the Lease or is pursuant to the provisions of such sublease(s)) or enter into any lease of all or part of the Premises (other than a new lease with a subtenant entitled to a new lease pursuant to the terms of a subordination, non-disturbance and attornment agreement or similar agreement), which consent of such Mortgagee shall not be unreasonably withheld, conditioned or delayed, Upon the execution and delivery of a New Lease under this Article, all security deposits of subtenants and all prepaid rent moneys of subtenants that are in Landlord's possession shall be transferred to the Tenant under the New Lease, and all such leases that have been made by Landlord, shall be assigned and transferred, without recourse, by Landlord to the Tenant named in such New Lease. Any sums held by, or payable to, Depositary shall be deemed to be held by, or payable to Depositary as depositary under the New Lease.

Section 33.11. If more than one Mortgagee has requested a New Lease, and the Mortgagee whose Mortgage had the most senior lien does not execute a New Lease or does not fully comply with the provisions of this Article regarding the delivery of such New Lease, Landlord shall continue to offer, seriatum in order of the priority of their respective Mortgages, such New Lease to the remaining requesting Mortgagees, who shall have ten (10) days from the date of receipt of such offer to execute such New Lease and to fully comply with the provisions regarding the delivery of such New Lease, until the earlier of (a) the execution and delivery of a New Lease and (b) the expiration of the offer period for the requesting Mortgagee whose lien is most junior. As long as any Mortgagee shall have the right to enter into a New Lease with Landlord pursuant to this section, Landlord shall not, without the prior written consent of all Mortgagee(s) that continue to have potential succession rights to a New Lease, terminate any sublease, disturb the possession, interest or quiet enjoyment of any subtenant, or accept any cancellation, termination or surrender of any such Sublease (unless such termination or disturbance shall be effected as a matter of law on the termination of the Lease or is pursuant to the provisions of such

sublease(s)) or enter into a lease of all or part of the Premises (except for a New Lease with a Mortgagee entitled to such New Lease or a new lease with a subtenant entitled to a new lease pursuant to the terms of a subordination, non-disturbance and attornment agreement or similar agreement). If no Mortgagee has the right to be offered a New Lease, Landlord shall be free of all obligations to the Mortgagees and shall be free to lease all or any part of the Premises at Landlord's sole discretion.

Section 33.12. If more than one Mortgagee has exercised any of the rights afforded by this Article 33, then, unless otherwise provided in the Mortgage most senior in lien (or otherwise acknowledged in writing by the holder thereof) or consented to by the holder thereof, only that Mortgagee, to the exclusion of all other Mortgagees, whose Mortgage is most senior in lien shall be recognized by Landlord as having exercised such right, for so long as such Mortgagee shall be exercising its rights under this Lease with respect thereto, with reasonable diligence, and thereafter, successively, the Mortgagees whose Mortgages are next most senior in lien shall be recognized by Landlord, in order of seniority, unless any such Mortgagee has designated, in writing, a Mortgagee whose Mortgage is junior in lien to exercise such right. If the parties shall not agree on which Mortgage is prior in lien, such dispute shall be determined by a then current certificate of title obtained by Landlord or Tenant, at Tenant's sole expense, issued by a title insurance company licensed to do business in the State of New York and selected by Landlord, and such determination shall bind the parties. Notwithstanding the forgoing, Landlord shall recognize the First Mortgagee as the most senior Mortgagee unless and until (x) the First Mortgagee notifies Landlord in writing that the First Mortgagee is no longer the most senior Mortgagee or (y) Landlord obtains commercially reasonable evidence that the Mortgage in favor of the First Mortgagee has been satisfied of record, or assigned to another Mortgagee.

Section 33.13. Landlord's agreement to enter into a New Lease with Mortgagee shall be unaffected by the rejection of the Lease in any bankruptcy proceeding by either Landlord or Tenant. The provisions of this Article shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if this Article were a separate and independent contract made by Landlord, Tenant and Mortgagee. The provisions of this Article are for the benefit of Mortgagee and may be relied upon and shall be enforceable by Mortgagee as if Mortgagee were a party to the Lease.

Section 33.14. Until each Mortgagee has been given a Mortgagee Cure Notice (in the case of multiple Mortgagees, the cure periods shall run concurrently) and the Lease has been terminated, Landlord shall have no right and expressly waives any right arising under applicable law in and to the rentals, fees, and other amounts payable to Tenant under any Sublease, to the extent such rentals and fees are assigned by Tenant to Mortgagee.

Section 33.15. If one or more Mortgages is in effect, then, without the prior written consent of every Mortgagee that has delivered the Mortgagee Notice to Landlord: (a) the Lease shall not be modified, amended or terminated by the parties hereto, and (b) the Premises shall not be surrendered by Tenant, and Landlord shall not accept any such surrender of the Premises by Tenant. Notwithstanding the foregoing, (i) the Lease may be terminated by the parties, and the Premises surrendered by Tenant in connection with such termination, in connection with a casualty or condemnation solely in accordance with the terms of the Lease, and (ii) Landlord may terminate the Lease by reason of Tenant's default in accordance with the terms and conditions of the Lease,

subject to the Mortgagee's rights under this Article. If a Mortgagee becomes the owner of the leasehold estate, such Mortgagee shall not be bound by any modification, amendment, or termination of the Lease or Master Lease (as same affects the Premises) made subsequent to the date of its Mortgage and delivery to Landlord of the Mortgagee Notice except for (i) a termination effected in connection with a casualty or condemnation in accordance with the terms of the Lease or Master Lease, and (ii) a termination occurring by reason of Tenant's default, in accordance with the terms and conditions of the Lease, subject to the Mortgagee's rights under this Article, and (iii) a modification or amendment effected with such Mortgagees' consent.

Section 33.16. If and when a Mortgagee or its nominee, designee, successor or assign succeeds Tenant as the Tenant under the Lease or becomes the Tenant under a New Lease, as the case may be, it may assign the Lease and/or sublease all or part of the Premises with the consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, provided, however, any sale or assignment of the Tenant's interest under the Lease in connection with a foreclosure or transfer in lieu of foreclosure shall not require the consent of Landlord, so long as the party acquiring Tenant's interest under the Lease is not a Prohibited Person.

Section 33.17. Landlord shall, within ten (10) days after it receives the request of any Mortgagee or prospective Mortgagee, provide an estoppel certificate as to such matters pertaining to the Lease as are reasonably requested by such Mortgagee or prospective Mortgagee.

Section 33.18. Mortgagee shall have the right to participate in the adjustment of losses with any insurance company with respect to any damage or destruction of the Premises or any improvements thereon and Mortgagee shall have the right to supervise and control the receipt and disbursements of all insurance proceeds, provided; however, that Mortgagee shall make all such proceeds available for the restoration of the Premises prior to applying such proceeds for any other purpose.

Section 33.19 Subject to the terms hereof, if there is a Taking, Mortgagee shall have the right to participate in any condemnation proceedings and settlement discussions and shall have the right to supervise and control the receipt and disbursement of all Awards payable to Tenant, provided, however, that in the event of a partial Taking, Mortgagee shall make the Award available for restoration of the Premises prior to disbursing any portion thereof for any other purpose.

Section 33.20. If any dispute under the Lease is required to be resolved by arbitration, every Mortgagee that has delivered the Mortgagee Notice to Landlord shall have the right to participate in such proceeding and shall be given notice of its commencement at least twenty (20) days prior thereto.

Section 33.21. There shall be no merger of the Lease or the leasehold estate created by the Lease with a fee interest in the Premises by reason of the fact that the same entity may acquire, own or hold, directly or indirectly, the Lease or the leasehold estate created by the Lease and the fee estate in the Premises, unless and until such entity and every Mortgagee shall join in a written instrument expressly providing for such merger and such instrument is recorded.

Section 33.22. Landlord and Tenant shall each, from time to time, execute, acknowledge and deliver such further instruments, and perform such additional acts, as the other

and/or a Mortgagee may reasonably request in order to effectuate the intent and purposes of this Article.

Section 33.23. Notwithstanding anything contained in any Mortgage or in this Article, it is understood and agreed that the rights of a Mortgagee shall be subject to this Lease. In the event of any inconsistency between the terms, covenants and conditions of this Lease and the terms, covenants and conditions of the Mortgage, the terms, covenants and conditions of the Lease shall control. Notwithstanding any provisions of the Mortgage to the contrary, the Tenant for all purposes shall be deemed to be the Tenant hereunder unless and until a Mortgagee or its nominee, designee, successors or assigns shall have acquired the Tenant's interest herein or a New Lease has been executed pursuant to this Article, as the case may be. Any Mortgage granted hereunder shall make reference to the provisions of this Lease and shall provide that the Mortgage and the rights of the Mortgagee thereunder are and shall be in all respects subject to all provisions of this Lease. Each Mortgage shall contain the following provisions:

> "This Mortgage is executed upon the condition (i) that no purchaser at any foreclosure sale shall acquire any right, title or interest in or to the lease hereby mortgaged (the "Lease") unless such purchaser, or the person, firm or corporation to whom or to which such purchaser's right has been assigned, in the instrument transferring to such purchaser or to such assignee the interest of Tenant under the Lease, assumes and agrees to perform all of the terms, covenants and conditions of the Lease thereafter to be observed or performed on the part of such Tenant, (but such liability shall not extend to any default of any prior Tenant), but only so long as such purchaser or assignee is the owner of such leasehold estate, (ii) that no further or additional mortgage or assignment of the Lease shall be made except in accordance with the provisions of the Lease and (iii) that a duplicate original of the instrument containing such assumption agreement, duly executed and acknowledged by purchaser or assignee and in recordable form, is delivered to Landlord promptly after the consummation of such sale or assignment."
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> "Subject to the applicable provisions of the Lease (inclusive of the Eighth Amendment) the mortgagee agrees to have the proceeds of any insurance or the proceeds of any condemnation award applied to the repair or restoration of the Premises to the extent such application is required by the provisions of the Lease."

Section 33.24. In the event of any conflict between the terms of this Article 33 and any other terms of this Lease, the terms of this Article 33 shall control.

Section 33.25. References in the Amendment dated as of July 9, 1987 to "Section 33.04" of the Lease shall be revised to "Section 33.08" of the Lease.

SECTION 5. Right of First Negotiation. The reference in Article 42.01 of the Lease (which was added to the Lease pursuant to Section 3 of the Seventh Amendment) to "(i) July 1, 2065" shall be revised to "(i) July 1, 2075". Except as modified in this Section 5, Article 42 remains in full force and effect.

SECTION 6. Mortgagee Consent. The provisions of this Eighth Amendment shall not be effective until Tenant delivers to Landlord evidence that it has complied with the provisions of

Section 33.08 of the Lease (as in effect prior to the amendments set forth herein) with respect to obtaining written consent to the execution of this Amendment from Mortgagee and any replacement Mortgagee with whom Tenant is currently negotiating to refinance the Mortgage, as well as evidence that a copy of this Eighth Amendment has been delivered to any party insuring the Mortgage currently in effect.

SECTION 7. Consent. Each of the parties hereto represents and warrants to the other that (i) it does not require the consent of any other party in order to execute this Eighth Amendment or perform its obligations hereunder, or if such consent is required that it has been duly obtained, and (ii) the person signing on behalf of each of the signatories hereto has been duly authorized to sign on behalf of such party.

SECTION 8. Lease in Full Force and Effect. Except as hereby amended, all of the terms and provisions of the Lease shall continue and remain in full force and effect.

SECTION 9. Facsimile Signatures, Counterparts. Signatures to this Agreement sent transmitted by electronic means shall be binding on the party transmitting such signatures and such party shall not use as a defense against the enforceability of this Agreement the fact that the signature so transmitted is not original. Notwithstanding the foregoing, each party hereby agrees to cooperate in the execution and delivery of original counterpart versions of this Agreement, which, when delivered shall replace and supersede any facsimile hereof. This Agreement may be signed in counterparts, all of which, when taken together, shall constitute a single and enforceable agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ROOSEVELT ISLAND ASSOCIATES

By: Starrett Manhattan Park GP LLC

By: _____
Name: David Goldman
Title: Vice President

ROOSEVELT ISLAND OPERATING CORPORATION

By: _____
Name:
Title:

Section 33.08 of the Lease (as in effect prior to the amendments set forth herein) with respect to obtaining written consent to the execution of this Amendment from Mortgagee and any replacement Mortgagee with whom Tenant is currently negotiating to refinance the Mortgage, as well as evidence that a copy of this Eighth Amendment has been delivered to any party insuring the Mortgage currently in effect.

SECTION 7. Consent. Each of the parties hereto represents and warrants to the other that (i) it does not require the consent of any other party in order to execute this Eighth Amendment or perform its obligations hereunder, or if such consent is required that it has been duly obtained, and (ii) the person signing on behalf of each of the signatories hereto has been duly authorized to sign on behalf of such party.

SECTION 8. Lease in Full Force and Effect. Except as hereby amended, all of the terms and provisions of the Lease shall continue and remain in full force and effect.

SECTION 9. Facsimile Signatures, Counterparts. Signatures to this Agreement sent transmitted by electronic means shall be binding on the party transmitting such signatures and such party shall not use as a defense against the enforceability of this Agreement the fact that the signature so transmitted is not original. Notwithstanding the foregoing, each party hereby agrees to cooperate in the execution and delivery of original counterpart versions of this Agreement, which, when delivered shall replace and supersede any facsimile hereof. This Agreement may be signed in counterparts, all of which, when taken together, shall constitute a single and enforceable agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ROOSEVELT ISLAND ASSOCIATES

By: Starrett Manhattan Park GP LLC

By: _____
Name:
Title:

ROOSEVELT ISLAND OPERATING CORPORATION

By: _____
Name: Benjamin A. Jones
Title: President/CEO

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

On the 16 day of October in the year of 2026 before me, the undersigned, a notary public in and for said state, personally appeared, DAVID GOLDBAUM personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Rose M. Hernandez

Notary Public

Rose M. Hernandez
Notary Public, State of New York
No. 03-4873117
Qualified in New York County
Commission Expires 6-1-2027

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

On the __ day of ____ in the year of 2026 before me, the undersigned, a notary public in and for said state, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the __ day of ____ in the year of 2026 before me, the undersigned, a notary public in and for said state, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 15th day of October in the year of 2026 before me, the undersigned, a notary public in and for said state, personally appeared, Benjamin A. Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LADA V. STASKO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02ST6260287
Qualified in Queens County
Commission Expires April 23, 2028