AGREEMENT OF LEASE

between

ROOSEVELT ISLAND OPERATING CORPORATION,

Landlord,

and

SOUTHTOWN ASSOCIATES 2 LLC

Tenant

Premises

Southtown

Roosevelt Island

County and State of New York

As of December 21, 2001

BUILDING NO. 2

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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE is made as of the 21st day of December, 2001, by and between ROOSEVELT ISLAND OPERATING CORPORATION ("Owner" or "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 10044, and SOUTHTOWN ASSOCIATES 2 LLC, a New York limited liability company, having an office at c/o The Related Companies, L.P., 625 Madison Avenue, New York, New York 10022 ("Tenant").

WITNESSETH:

It is hereby mutually covenanted and agreed by and between the parties hereto that this Lease (hereinafter defined) is made upon the agreements, terms, covenants and conditions hereinafter set forth.

ARTICLE 1

DEFINITIONS

The terms defined in this Article 1 shall, for all purposes of this Lease and all agreements supplemental hereto, have the meanings herein specified.

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

"Additional Mortgage Indebtedness" shall mean (i) if immediately prior to the execution and delivery thereof there is no Mortgage affecting Tenant's interest in the Premises, the principal amount of a Mortgage executed and delivered by Tenant, or (ii) if immediately prior to the execution and delivery thereof there is one or more Mortgages affecting Tenant's interest in the Premises, the amount by which the principal amount of a Mortgage executed and delivered by Tenant exceeds the aggregate principal amount outstanding under all such existing Mortgages.

"Additional Rent" shall mean the amounts payable under Section 3.2, Section 3.3, Article 4, Article 40, and all other amounts payable by Tenant under this Lease referred to as Additional Rent.

"Adjusted for Inflation" shall mean adjusted by the inflation rate for an adjustment period commencing on the Rent Commencement Date and ending on the date of the particular event or for such other period that may be provided. The adjustment shall equal the percentage increase, if any, in the Consumer Price Index during the adjustment period.

"Affiliate" shall mean, as to any Person (i) any other Person that has, directly or indirectly, an ownership interest in such Person. (ii) any Person in which such Person is a partner or member or is a stockholder of, or has any other ownership interest in, such other Person, and (iii) if such Person is an individual, any Family Member of such Person. For purposes of this Lease, and without limiting the foregoing general definition, each Cornell Entity (as hereinafter defined) is deemed to be an Affiliate of Tenant and Hudson Related Associates, LLC, Monadnock Construction, Inc., The Related Companies, L.P. and Hudson Companies Incorporated are each deemed to be Affiliates of Developer.

"Architect" shall mean any of Davis Brody Bond LLP, Gruzen Samton LLP, Schuman, Lichtenstein, Claman, Efron. Architects. or a successor who shall have been approved by Landlord.

"Assignment" shall have the meaning provided in Section 10.1(a)(i).

"AVAC" shall have the meaning provided in Section 40.1(a).

"Base Rent" shall have the meaning provided in Section 3.1.

"Building" shall mean Building #2 as referred to in the Development Agreement and shown on the attached site plan (including footings and foundations), Equipment (hereinafter defined), utilities and other improvements and appurtenances of every kind and description now located or hereafter erected, constructed, or placed upon the Land, and any and all alterations and replacements thereof, additions thereto and substitutions therefor.

"Business Days" shall mean any day which is not a Saturday, Sunday or a day observed as a holiday by either the State of New York or the federal government.

"Capital Improvement" shall have the meaning provided in Section 13.1(a).

"Certified Public Accountant" shall mean a certified public accounting firm with recognized expertise in housing (including governmental supervised housing) reasonably approved by Landlord.

"Commencement Date" shall mean the date on which this Lease is fully executed and delivered.

"Commencement of Construction" shall mean, with respect to the initial construction of the Building, the date of issuance of any permit by the New York City Department of Buildings for the commencement of on-site construction of the Building, including any excavation or pile driving, but not including test borings, surveys or similar pre-construction activities.

"Completed Units" shall mean the Units in the Building as to which there shall have been issued by the New York City Department of Buildings a temporary or permanent certificate of occupancy.

"Completion of the Building" shall mean the date upon which Tenant and Landlord have been issued a Final Certificate of Completion from the Architect, and the New York City Department of Buildings has issued a Permanent Certificate of Occupancy for the entire Building.

"Construction Agreements" shall mean, collectively for the Building, the Final Plans and Specifications, the Development Agreement (as it relates to the Premises), the Design Guidelines, agreements for the construction, Restoration (as hereinafter defined), rehabilitation, alteration, repair or demolition performed pursuant to this Lease, all of which shall be assignable to, and shall be assigned to, Landlord as security, subject to the rights of any Mortgagee.

"Constructive total taking" shall have the meaning provided in Section 9.1.

"Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York, New York - Northeastern New Jersey Area, All Items (1996 = 100). In the event the Consumer Price Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the Consumer Price Index shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or, failing such publication, by any other nationally recognized publisher of similar statistical information. In the event the Consumer Price Index shall cease to be published, then, for the purposes of this Lease, there shall be substituted for the Consumer Price Index such other index as

Landlord and Tenant shall agree upon, and, if they are unable to agree within ninety (90) days after the Consumer Price Index ceases to be published, such matter shall be determined by arbitration in accordance with Article 35 hereof.

"Control" (including "Controlled by" and "under common control with") shall mean ownership of not less than 50% of each class of the authorized and outstanding stock of a corporation and ownership of the legal and equitable interest in a partnership or other entity entitled to at least 51% of the distributions and profits of such partnership or other entity; provided however, that for purposes of the foregoing there shall be excluded (x) preferred stock in a corporation or (y) legal or equitable interests in a partnership or other entity that meet both of the following criteria: (i) such interests are nonvoting (except as required by applicable law or in the event of nonpayment of dividends or distributions), and (ii) such interests pay dividends or distributions only on a nonparticipating basis at a fixed or floating rate.

"Conversion Payment" shall mean, with respect to the conversion of the Building and/or the Premises to cooperative or condominium ownership. an amount equal to the greater of (i) 2-1/2% of the gross sale proceeds from the sale of each individual cooperative or condominium unit to the first purchaser who either (x) intends to occupy the applicable unit for himself/herself and/or his/her Family Members or (y) purchases the unit in a bona-fide arms'-length transaction for a market price and (ii) 15% of the net sales proceeds from such sales. The term "net sales proceeds" shall mean the excess of gross sales proceeds over the sum of (a) the Minimum Price Threshold attributable to the specific unit(s) sold and (b) reasonable and customary expenses of the conversion to cooperative or condominium ownership and the marketing and sale of units attributable to the specific unit(s) sold, such expenses not to exceed 7% in the aggregate. Allocations to specific units sold shall be based on number of shares of stock for a cooperative and percentage interest in the common elements for a condominium.

"Cooperative/Condominium Resale Transaction Payment" shall mean the greater of $3,000 or the following percentage of Excess Appreciation (as hereinafter defined):

Years Following Completion of The Building	Percentage
up to 5	10%
6-10	5%
after 10	3%

"Cornell Entity" shall mean any or all of Cornell University and any other entity, if a corporation, the stock of which is held by Cornell University or any subsidiary or affiliate thereof or any other entity the board of managers of which is comprised of all or any of a subset of the members of the Board of Trustees or the administration of Cornell University or any college of Cornell University from time to time, provided that such affiliates operate or support Cornell University or any college thereof or provides services for any of the foregoing and is a "not for profit" institution.

"Default" shall mean any condition or event which constitutes or would, after notice or lapse of time, or both, constitute an Event of Default.

"Deficiency" shall have the meaning provided in Section 24.3(b)(ii).

"Depository" shall mean an Institutional Lender (as hereinafter defined) which is not Landlord, Tenant or Developer, nor an Affiliate of Tenant, Landlord or Developer, designated by Landlord and approved by Tenant, which approval shall not be unreasonably withheld, conditioned or delayed, to serve as Depository pursuant to this Lease, provided all funds held by such Depository pursuant to this Lease shall be held in New York City. If there is a First Mortgagee that is an Institutional Lender and is not Landlord, Tenant or Developer, nor an Affiliate of Landlord, Tenant or Developer, then such First Mortgagee, if it is willing to act as such, shall be the Depository.

"Design Guidelines" shall mean the design guidelines attached hereto as Exhibit G and attached to the Development Agreement as Exhibit "A."

"Developer" shall mean, collectively, The Related Companies, L.P., a New York limited partnership having an office at 625 Madison Avenue, New York, New York 10022 ("Related") and The

Hudson Companies, Inc., a New York corporation having an office at 155 Third Street, Brooklyn, New York 11231 ("Hudson").

"Development Agreement" shall mean the Development Agreement for all Phases of the Southtown development project, including but not limited to the Building, dated as of August 24, 2000, as the same may be amended from time to time, but Tenant shall not be bound by amendments subsequent to the date hereof that alter the obligations of Tenant hereunder without its prior written consent, and provided Tenant's rights are not decreased, nor Tenant's obligations increased, thereby, Tenant's consent shall not be unreasonably withheld, conditioned or delayed.

"DHCR" shall mean the New York State Division of Housing and Community Renewal or any successor agency thereto.

"Due Date" shall mean, with respect to an Imposition (as hereinafter defined), the last date on which such Imposition can be paid without any fine, penalty, interest or cost being added thereto or imposed by law for the non-payment thereof.

"East Side Medical Institutions" shall mean the Memorial Entities, the Cornell Entities, Rockefeller University, New York Presbyterian Hospital and The Hospital for Special Surgery (and "East Side Medical Institution" shall mean any of the foregoing entities). A successor by merger to any such entity shall be deemed to be an "East Side Medical Institution" only if the merger is with an entity providing medical, educational or research programs or an entity that provides the principal support for such an entity or programs (such a merger being referred to as a "Qualifying Merger"). Tenant shall pay all of Landlord's out-of-pocket costs and expenses incurred in reviewing the merger documentation for any merger involving Tenant for the purpose of determining whether the merger is a Qualifying Merger.

"Equipment" shall mean all fixtures incorporated in the Premises, including, without limitation, (i) all machinery, engines, dynamos, boilers, heating and lighting equipment, pumps, tanks, motors, air conditioning compressors, ventilating and communications apparatus, other heating, ventilating and air conditioning equipment, elevators, escalators, incinerators, garbage compactors, antennas, computers, sensors, security systems, and (ii) laundry equipment and refrigerators, stoves, ranges, dishwashers and

other major kitchen appliances, except to the extent any of the foregoing shall be owned by Tenants, Subtenants, concessionaires or contractors engaged in maintaining same. Equipment shall not include any fixture or equipment owned by any utility, telecommunications, broadband, or other communications provider.

"Event of Default" shall have the meaning provided in Section 24.1.

"Event of Default Notice" shall have the meaning provided in Section 33.3(a).

"Excess Appreciation" shall mean, with respect to an individual residential Unit in the Building following conversion to cooperative or condominium ownership, an amount equal to the excess of the gross sales price received by a selling Unit owner or tenant-shareholder over an amount equal to one hundred twenty (120%) percent of the gross purchase price for such Unit paid by such selling Unit owner or tenant-shareholder (or the last Unit owner or tenant-shareholder who paid consideration for the Unit in a bona-fide sale).

"Excess Insurance or Condemnation Proceeds" shall mean the sum of all insurance proceeds or condemnation awards received by Tenant with respect to any particular casualty or taking (which, for the purposes of this definition, shall include all awards received in contemplation of a condemnation and all consideration received in connection with any deed in lieu of condemnation) less: (i) Tenant's reasonable expenses in procuring such proceeds or awards, and (ii) the cost to Tenant of any Restoration which Tenant shall have performed in accordance with this Lease as a result of such casualty or taking:

"Expiration Date" shall mean the 22nd day of December, 2068 (which is one day prior to the expiration of the Master Lease) or on such earlier date upon which this Lease may be terminated as provided herein.

"Family Member" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law, grandparents, great-grandparents, nieces, nephews and aunts and uncles of an individual and any other individual who resides with such individual as a primary or principal residence and with whom he or she has an emotional and financial commitment and interdependence, or a trust for the benefit of any of the foregoing.

"Final Plans and Specifications" shall mean the plans and specifications for the Building, dated through December 27, 2001 (including modifications made through such date) prepared by Schuman, Lichtenstein, Claman, Efron, Architects, as the same may be modified from time to time, subject to the Development Agreement, with the approval of both parties.

"Financing" shall mean any loan secured by a Mortgage, including the First Mortgage, and shall include any "Refinancing."

"First Mortgage" shall mean any Mortgage senior in lien to all other Mortgages.

"First Mortgagee" shall mean the holder of the First Mortgage.

"General Development Plan" shall mean the General Development Plan for Roosevelt Island set forth in Schedule 2 to the Master Lease, prepared by Philip Johnson and John Burgee and providing a program for the construction of subsidized, middle income and market rate housing, commercial space and public facilities on Roosevelt Island, as such plan may be amended from time to time (the last amendment having a date of May 10, 1990).

"Governmental Authority (Authorities)" shall mean the United States of America, the State of New York, New York City and any agency, department, corporation, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, now existing or hereafter created, having or exercising jurisdiction over the Premises or any portion thereof.

"Ground Rent" shall have the meaning provided in Section 3.1(iii).

"Imposition" or "Impositions" shall have the meaning provided in Section 4.1(b).

"Institutional Lender" shall mean:

(a) any federal, state or municipal agency or public benefit corporation or public authority advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of improvements, or

(b) a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), an insurance company organized and existing under the laws of the United States or any state thereof, a real estate

investment trust, a religious, educational or eleemosynary institution, an employee's welfare, benefit, pension or retirement fund, a commercial credit corporation such as General Electric Credit Corporation, a commercial bank or trust company acting as trustee or fiduciary of various pension funds or other tax-exempt funds, or a corporation or other entity which is wholly owned by any other Institutional Lender or any combination of Institutional Lenders and no other; provided, however, that each of the entities or any combination of such entities described in (b) above shall qualify as an Institutional Lender only if it shall (i) be subject to (x) the jurisdiction of the courts of the State of New York and (y) the supervision of the Comptroller of the Currency of the United States, the Insurance Department, Banking Department or Comptroller of the State of New York, the Board of Regents of the University of the State of New York, or the Comptroller of New York City and (ii) each such entity, or combination of such entities, shall have individual or combined assets, as the case may be, of not less than Five Hundred Million Dollars ($500,000,000), or

(c) Cornell University or its successor, provided the successor's net worth is not less than that of Cornell University immediately prior to such succession.

"Insurance Deductible" shall mean $250,000.00, Adjusted for Inflation.

"Involuntary Rate" shall mean the Prime Rate plus five percent (5%) per annum, but in no event in excess of the maximum permissible interest rate then in effect in the State of New York.

"Island Services" shall have the meaning provided in Section 40.1.

"Issuer" shall mean the issuer of a Letter of Credit (hereinafter defined).

"Land" shall mean the parcels of land described in Exhibit A, together with all easements, appurtenances and other rights pertaining to such parcels of land, whether presently existing or hereafter created.

"Landlord" on the date as of which this Lease is made shall mean RIOC, but thereafter "Landlord" shall mean only the tenant under the Master Lease at the time in question.

"Lease" shall mean this Agreement of Lease, including all Exhibits hereto and all amendments, modifications and supplements thereof.

"Lease Year" shall mean the twelve-month period beginning on the Commencement Date and each succeeding twelve-month period until the Rent Commencement Date and then each succeeding twelve-month period beginning on the Rent Commencement Date until the expiration of the Term.

"Major Subletting" (or "Major Sublease") shall mean a Sublease or Subleases to any Person and such Person's Affiliates consisting in the aggregate of more than 10% of the number of Units in the Building (or any extension or renewal of a Major Sublease), provided, however, that for the purpose of determining whether a Transaction Payment is payable with respect to a Sublease or Subleases, the term "Major Subletting" or "Major Sublease" shall mean a Sublease or Subleases to any Person and such Person's Affiliates consisting in the aggregate of more than 15% of the number of Units in the Building (or any extension or renewal thereof).

"Master Landlord" shall mean the landlord under the Master Lease at the time in question.

"Master Lease" shall mean the Agreement of Lease of Roosevelt Island by and among New York City, UDC, and UDC's subsidiary, Welfare Island Development Corporation, also known as Roosevelt Island Development Corporation, dated December 23, 1969, as heretofore and hereafter amended, modified or supplemented (subject to Section 28.2), and as assigned to RIOC on July 21, 1988, a copy of which Master Lease is annexed hereto as Exhibit C.

"Material Specifications" shall mean the site plans and elevations (as such site plans and elevations relate to the exterior of the Building and landscaping), the specifications for the exterior of the Building, and the number of residential units and the bedroom mix within the Building (subject to the provisions of Section 13.1(a)).

"Memorial Entity" shall mean any or all of Memorial Sloan-Kettering Cancer Center, Memorial Hospital for Cancer and Allied Diseases, S.K.I. Realty, Inc., Sloan-Kettering Institute for Cancer Research, and any other entity whose Board of Directors or Board of Managers is comprised of all or any subset of the membership of the Board of Directors or Board of Managers of Memorial Sloan-Kettering

Cancer Center from time to time (any such entity, a "Memorial Affiliate"), or any other entity whose stock or ownership interests are owned by one or more Memorial Affiliates, provided such Memorial Affiliate continues to operate or support a hospital or research center for the treatment of cancer and/or cancer related diseases.

"Minimum Price Threshold" shall mean the sum of (i) the Payment Amount and (ii) the unamortized portion (pursuant to amortization on a straight-line basis) of the Specified Rental Payment under Section 3.1(iv) of this Lease if the same is made by Tenant (i.e., the portion of the Specified Rental Payment which then represents unpaid Ground Rent). The Minimum Price Threshold shall be increased over such amount by (A) the amount of any Qualifying Capital Improvements made after the Payment Date, including, without limitation, those made in connection with a Restoration to the Building following a casualty or condemnation, (B) an amount equal to the quotient of (x) the amount of any Transaction Payment made after the Payment Date, divided by (y) 0.15 (or 0.16 in the case of a Transaction Payment subject to the 16% rate as provided in the last grammatical paragraph of the definition of "Transaction Payment"), and (C) following a Restoration for which Tenant receives an insurance recovery, but only if Tenant is then a Cornell Entity, the amount of the insurance deductible actually paid by Tenant on account of such Restoration, but not in excess of the Insurance Deductible.

"Mortgage" shall mean any mortgage permitted under Article 33, including a consolidated mortgage, which constitutes a lien on Tenant's interest in this Lease and the leasehold estate created hereby.

"Mortgage Recording Tax" shall mean the tax imposed under Article 11 of the New York Tax Law, or any successor statute, and the rules and regulations promulgated thereunder.

"Mortgagee" shall mean the holder of any Mortgage and may include Tenant if Tenant is the holder of a Mortgage.

"New York City" shall mean The City of New York, a municipal corporation of the State of New York.

"Payment Amount" shall mean the amount paid by a Cornell Entity (including the principal amount of any Mortgage then held by a Cornell Entity which constitutes consideration for such purchase) for its purchase of Tenant's interest under this Lease and the assignment thereof to such Cornell Entity on or before the Payment Date (and without deduction for sums held to assure completion of punch list items), which amount shall be certified to Landlord by the Cornell Entity and which certification shall be accompanied by appropriate supporting documentation.

"Payment Date" shall mean the date on which a Cornell Entity takes an assignment of Tenant's interest under this Lease, which shall be the later of ninety (90) days after (i) the first anniversary of the date that a temporary or permanent certificate of occupancy for all Units in the Building shall have been obtained and occupants are able to occupy their Units for residential purposes, and (ii) a date ten (10) days after such a permanent certificate of occupancy is obtained, and in no event earlier than the date on which the litigation described in Exhibit F is resolved beyond any remaining right of appeal.

"Payment in Lieu of Mortgage Tax" shall mean, in the case of a Mortgage exempt from the payment of Mortgage Recording Tax by reason of Landlord's status as a Mortgagee or otherwise as a result of the involvement of RIOC or its successor in the Premises or based on an exemption for properties on Roosevelt Island, the entire amount of the Mortgage Recording Tax that would have been payable with respect to the Additional Mortgage Indebtedness if the applicable Mortgage had not been so exempt. The Payment in Lieu of Mortgage Tax shall be paid by Tenant to Landlord as provided in this Lease, provided, however, if Tenant is Cornell Entity and Tenant or the Mortgagee independently qualifies for an exemption from the Mortgage Recording Tax and obtains the benefit of such exemption, the Payment in Lieu of Mortgage Tax need not be payable, but if unpaid. the provisions of the last grammatical paragraph of the definition of "Transaction Payment" shall apply. If an exemption is provided only from a portion of the Mortgage Recording Tax on the basis of any of the factors set forth in this definition, the Payment in Lieu of Mortgage Tax shall equal (i) the product of the Additional Mortgage Indebtedness and the then applicable tax rate of the Mortgage Recording Tax, less (ii) the amount of Mortgage Recording Tax payable in connection with the recording of such Mortgage.

Notwithstanding the above, the Payment in Lieu of Mortgage Tax shall in all events be payable to Landlord with respect to the first Financing to be obtained by Tenant in connection with the initial construction of the Building to the extent the Mortgage securing such construction loan is exempt from the payment of Mortgage Recording Tax for any reason whatsoever.

"Person" shall mean and include an individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any Federal, State, County or municipal government, bureau, department or agency thereof, and any other entity.

"Premises" shall mean the Land and Building.

"Prime Rate" shall mean the rate announced from time to time by Citibank, N.A. or its successors at its principal office as its "base rate." Any interest payable under the Lease with reference to the Prime Rate shall be adjusted on a daily basis, based upon the Prime Rate in effect at the time in question, and shall be calculated on the basis of a 360-day year of twelve thirty-day months.

"Prohibited Person" shall mean:

(a) any Person, on the date of the Transaction or Transfer in question, to the actual knowledge of Tenant, after exercise of due diligence by Tenant, (x) that is in default or in breach of its obligations under any material written agreement with Landlord (including, but not limited to, any ground lease, any loan agreement or mortgage, or regulatory agreement), or (y) that directly or indirectly controls, is controlled by, or is under common control with a Person that is in default or in breach of its obligations under any material written agreement with Landlord, unless this default or breach has been waived in writing by Landlord, as the case may be, or

(b) any Person, on the date of the Transaction or Transfer in question, to the actual knowledge of Tenant, after exercise of due diligence by Tenant, (x) that has been convicted in a criminal proceeding of a felony for any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (y) that directly or indirectly controls, is

controlled by, or is under common control with a Person that has been convicted in a criminal proceeding of a felony for any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure. The determination as to whether any Person is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure or directly or indirectly controls, is controlled by, or is under common control with a Person that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure shall be within the sole discretion of Landlord, or

(c) any government, or any Person which to the actual knowledge of Tenant, after exercise of due diligence by Tenant, on the date of the Transaction or Transfer in question, is controlled directly or indirectly (rather than only regulated) by a government, the effects of the activities of which (at the time thereof) are regulated or controlled pursuant to regulations of the United States Treasury Department or executive orders of the President of the United States of America issued pursuant to the Trading with the Enemy Act of 1917, as amended.

If Tenant inquires in writing whether any Person is a Prohibited Person, Landlord shall respond to such request within fifteen (15) days after Landlord's receipt thereof. If Tenant does not have Actual Knowledge that a Person is a Prohibited Person, Tenant's "exercise of due diligence" and obligation for making such determination shall be limited to (i) the inquiry of Landlord described above and (ii) the procedure described in Section 10.1(c) of this Lease. "Actual Knowledge" for the purposes of this definition shall mean the actual knowledge of Tenant's chief executive officer, chief financial officer, managing member, manager or a principal having an equity interest of at least ten (10%) percent, except that if Tenant is a Cornell Entity, such term shall mean the actual knowledge of the Associate or Assistant Provost of the Cornell Medical College from time to time.

"Qualifying Capital Improvement" shall mean a capital improvement to the Building which (i) must be capitalized under the Accounting Principles and (ii) constitutes a non-routine addition, enhancement or upgrade to the Building and its systems, provided, however, that Qualifying Capital Improvements shall not include restorations, replacements or renewals of structures, items, equipment or facilities that are replaced or renewed in the ordinary course of the operation and maintenance of a multi-family residential building or in connection with Restoration following a casualty or condemnation, to the extent that the capital improvements are of a similar type and quality as the structures, items, equipment or facilities so replaced or renewed, and provided further that Tenant submits to Landlord all supporting cost documentation certified as to cost with respect to the capital improvement and Landlord approves the same as a Qualifying Capital Improvement, which approval shall not be unreasonably withheld, conditioned or delayed.

"Refinancing" shall mean any loan or financing secured by a Mortgage, other than the initial First Mortgage; it shall also include any loan or financing resulting in an increase in a Mortgage.

"Rental" shall have the meaning provided in Section 3.7.

"Rent Commencement Date" shall mean the earlier of (i) the date upon which one or more Temporary Certificates of Occupancy is issued by the New York City Department of Buildings for at least ninety percent (90%) of the Completed Units in the Building, and (ii) December 21, 2003.

"Replacement Letter of Credit" shall have the meaning provided in Section 43.1.

"Requirements" shall have the meaning provided in Section 14.1.

"Restoration" shall have the meaning provided in Section 8.1.

"Restore" shall have the meaning provided in Section 8.2.

"Restricted Corporation" shall have the meaning provided in Section 10.1(a).

"Restricted Interest" shall have the meaning provided in Section 10.1(a).

"Restricted Partnership" shall have the meaning provided in Section 10.1(a).

"Restricted Stock" shall have the meaning provided in Section 10.1(a).

"RIOC" shall mean Roosevelt Island Operating Corporation.

"RIOC Act" shall mean Chapter 899 of the 1984 Laws of the State of New York, as may be amended from time to time.

"Roosevelt Island" shall mean the premises demised under the Master Lease.

"Rules and Regulations" shall mean the rules and regulations, from time to time in effect, issued by Landlord or Landlord's agents and which are applicable generally to Roosevelt Island and applied in a non-discriminatory manner on Roosevelt Island, and do not conflict with this Lease.

"Southtown" shall have the meaning set forth in the Development Agreement.

"Specified Rental Payment" shall have the meaning provided in Section 3.1 (iv).

"Streets" shall have the meaning provided in Article 37.

"Subleases" shall have the meaning provided in Section 10.4.

"Substantial Completion of the Building" shall mean, with respect to the initial construction of the Building, the occurrence of all of the following: (i) substantial completion of all work on the Building except for punch list items, (ii) the delivery to Landlord of true copies of a temporary certificate of occupancy for the Building, covering all of the apartment Units in the Building, and (iii) the delivery to Landlord of a statement in writing from the Architect that the construction has been completed substantially in accordance with the Final Plans and Specifications. A punch list item shall not contain any construction items which would preclude the New York City Department of Buildings from issuing its temporary certificate of occupancy. Punch list items shall mean cosmetic and other minor items of the work, as to which the failure to complete shall not materially interfere with Tenant's ability to occupy the Building for its intended use.

"Subtenants" shall have the meaning provided in Section 10.4.

"Syndication" or "Syndicate" shall mean (A) if Tenant is a partnership or limited liability company, the admission of additional partners or members to Tenant (including the issuance of additional limited partnership or membership interests in Tenant or any change in partners or members in Tenant to effect a syndication for low-income housing tax credits or accelerated depreciation), or (B) if Tenant is a corporation, the issuance or sale of additional shares of stock or of treasury shares (including any change

in shares or shareholders to effect a syndication for low-income housing tax credits or accelerated depreciation).

"Tenant", on the date as of which this Lease is made, shall mean Southtown Associates 2 LLC, and thereafter "Tenant" shall mean the holder, from time to time, of the leasehold interest created by this Lease.

"Term" shall mean the term of this Lease as set forth in Article 2.

"Title Matters" shall mean the various matters set forth in Exhibit B hereto.

"Transaction" shall mean a Transfer, Assignment, Refinancing or Financing, Syndication (including a syndication utilizing low-income housing tax credits) or Major Subletting. An assignment of a Mortgage, by itself, shall not constitute a "Transaction", but a "Transaction" shall include such an assignment if there is Additional Mortgage Indebtedness.

"Transaction Payment" shall mean an amount equal to fifteen percent (15%) of:

(i) in the event of a Financing or Refinancing, the amount, if any, by which Transaction Proceeds exceed the sum of (1) principal amounts of all previous Financings which remain outstanding after the Financing or Refinancing and (2) such portion of the Transaction Proceeds that will be and is in fact used for Qualifying Capital Improvements within two (2) years after the date of the Financing or Refinancing;

(ii) in the event of a Transfer or Syndication, the amount, if any, by which Transaction Proceeds exceed the product obtained by multiplying (A) the Minimum Price Threshold times (B) the percentage of the beneficial ownership of equity interests in Tenant involved in said Transfer or Syndication. For purposes of this definition, beneficial ownership of equity interests shall be pro-rated to reflect partial ownership interests (for example, if a Transfer involves the beneficial ownership of a 75% interest in a Person possessing beneficial

ownership of a 40% interest in Tenant, said Transfer shall be deemed to involve a 30% equity interest in Tenant hereunder);

(iii) in the event of an Assignment, the amount, if any, by which Transaction Proceeds exceed the Minimum Price Threshold;

(iv) in the event of a Major Subletting, the amount, if any, by which Transaction Proceeds exceed the product obtained by multiplying (A) the Minimum Price Threshold (excluding the portion of the Minimum Price Threshold which constitutes the unamortized portion of the Specified Rental Payment) times (B) a fraction, the numerator of which is the total number of Usable Square Feet in all Units involved in the Major Subletting, and the denominator of which is the total number of Usable Square Feet in the Building. It is the intention of the parties that no Transaction Payment shall be payable by Tenant if the Major Sublease is to an East Side Medical Institution without profit to Tenant and accordingly in the case of a Major Sublease to an East Side Medical Institution, Tenant may also deduct from Transaction Proceeds the amount by which (1) the residential Unit rental income that Tenant certifies to Landlord would have been received by Tenant from other sources if the Major Sublease had not been made exceeds (2) the rental income and other consideration payable to Tenant in connection with such Major Subletting; or

(v) in the event of Excess Insurance or Condemnation Proceeds, the amount, if any, by which Excess Insurance or Condemnation Proceeds exceeds the product of (1) the Minimum Price Threshold and (2) a fraction, the numerator of which is the number of usable square feet taken or destroyed in connection with the event or occurrence for which Excess Insurance or Condemnation Proceeds have been received by Tenant, and the denominator of which is the number of Usable Square Feet in the Building prior to the applicable taking or casualty; provided,

however, that there shall be no Transaction Payment with respect to Excess Insurance or Condemnation Proceeds received in connection with a temporary taking.

Notwithstanding the foregoing, if (A) Tenant enters into a Financing (excluding the construction loan obtained on the date this Lease is executed and delivered to finance the initial construction of the Building), (B) the Additional Mortgage Indebtedness in connection with such Financing is greater than zero and (C) Tenant is not required to make a Payment in Lieu of Mortgage Tax in connection with such Financing and elects not to make such payment; then the percentage of fifteen percent (15%) set forth in this definition shall be increased to sixteen percent (16%) for the Financing described in this grammatical paragraph and for all subsequent Transactions during the Term.

"Transaction Proceeds" shall mean:

(i) in the case of a Transfer, Assignment, Syndication or Financing or Refinancing, the aggregate consideration paid or loan proceeds received in connection with such transaction (limited, in the case of a Financing or Refinancing covering multiple properties, to the portion of such proceeds fairly allocable to the Premises), including but not limited to: (a) cash, (b) the principal amount of any note (excluding interest) or other instrument evidencing the obligation to make future payments for the interest transferred, provided, however, that in the event such note or other instrument bears interest at a rate in excess of the fair market rate for similar notes or other instruments, Transaction Proceeds shall include the net present value of the payments to be made under such note or other instrument, discounted to present value using the fair market interest rate for similar notes or other instruments (and if the parties do not agree on the fair market rate for similar notes or other instruments, then either party may submit such issue for determination by arbitration pursuant to Article 35), (c) the principal amount of any existing note or other debt instrument to which a

transaction is subject, (d) in the event of a Financing or Refinancing, the sum of the principal amounts of all previous Financings which remain outstanding, and (e) the fair market value of any other property delivered in connection with the Transaction; less the amount of Tenant's actual out-of-pocket payments of reasonable and customary expenses of the Transaction, which expenses shall not exceed (A) 4% of the gross proceeds in the case of a Financing, Refinancing, Transfer or Syndication, or (B) 7% of the gross sale proceeds in the case of an Assignment.

(ii) in the case of a Major Subletting, the sum of (A) the aggregate consideration paid by the Subtenant in consideration of Tenant's entering into such Sublease, and (B) the net present value of any periodic rental thereunder or other payments made for the use and occupancy of the Premises, or any part thereof, discounted to present value using a discount rate equal to the bid side yield on the most recently issued U.S. Treasury security that (a) has a maturity equal to the term of the Major Subletting, or (b) in the event no such security exists, has a maturity which most closely precedes the expiration of the term of the Major Subletting; less (1) the amount of Tenant's actual out-of-pocket payments of reasonable and customary expenses of the Major Subletting, which expenses shall not exceed 4% of the gross consideration for the Major Subletting, and (2) the Base Rent allocable to the portion of the Building subject to such Major Subletting (if the Specified Rental Payment has been made, then in lieu of deducting the Ground Rent portion of Base Rent, Tenant may deduct the unamortized portion of the Specified Rental Payment for the period of the Major Subletting allocable to the portion of the Building subject to such Major Subletting).

(iii) Subject to the provisions of Section 10.2(b), if any Transaction is not an arm's-length bona fide Transaction to an unrelated third party, the Transaction Proceeds

received therefrom shall be deemed to be the greater of (i) the actual aggregate consideration paid and (ii) the fair market value of the Transaction at the time of such Transaction (and either party may submit the issue of fair market value to arbitration pursuant to Article 35 if the parties do not agree on such fair market value).

"Transfer" shall have the meaning provided in Section 10.1(a).

"UDC" shall mean New York State Urban Development Corporation (now known as the Empire State Development Corporation), its successors and assigns.

"Unavoidable Delays" shall mean (i) with respect to Tenant, delays incurred by Tenant due to (A) strikes, lockouts, work stoppages or slow-downs or other labor trouble; acts of God; inability to obtain labor or materials due to causes beyond Tenant's reasonable control: laws, orders, actions, or governmental restrictions of any governmental, quasi-governmental, judicial or military authority (other than any Rules and Regulations which Tenant is bound to observe pursuant to the terms of this Lease); the wrongful failure of Landlord to comply with the provisions of Section 11.2 or to grant any consent or approval to Tenant, as determined pursuant to Section 31.2; or delays resulting from Landlord's construction activities, enemy action, civil commotion, fire, casualty or other causes beyond the reasonable control of Tenant (but not including Tenant's insolvency or financial condition), (B) the failure of any utility company to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Premises which are required for the construction of the Building or for other obligations of Tenant, (C) any unforeseeable subsurface condition at a construction site which shall prevent or require a redesign or change in the construction of, or affect the completion schedule for, the Building, or (D) the failure of any subcontractor or supplier to furnish labor, services, materials or equipment on the dates agreed to if such failure is caused by an Unavoidable Delay and Tenant is not reasonably able to obtain substitute labor, services, materials or equipment on the agreed-upon dates, and (ii) with respect to Landlord, delays incurred by Landlord due to strikes, lockouts, work stoppages due to labor jurisdictional disputes, acts of God, inability to obtain labor or materials due to governmental

restrictions (other than any governmental restrictions which Landlord is bound to observe pursuant to the terms of this Lease), enemy action, civil commotion, fire, casualty or other similar causes beyond the control of Landlord (but not including Landlord's insolvency or financial condition); in each case provided such party shall have notified the other party not later than fourteen (14) days after such party knows or should have known of the occurrence of same and the effects of which a prudent Person in the position of the party asserting such delay could not have reasonably prevented, provided further, however, that if such notice is given later than fourteen (14) days after such party knows or should have known of the occurrence, then if such party gives such notice within forty-five (45) days after such party knew or should have known of the occurrence, then such occurrence will nevertheless be deemed an Unavoidable Delay but only effective from and after the date such notice is actually given.

"Unit" shall mean each dwelling unit within the Building.

"Usable Square Feet" shall mean: (i) the actual area within the demised walls of each Unit, measured in square feet or, (ii) with respect to multiple Units, the sum of the actual area within the demised walls of each applicable Unit, measured in square feet.

"Zoning Resolution" shall mean the Zoning Resolution of The City of New York.

"Zoning Waiver" shall mean the exercise by Landlord of its authority to determine that, to the extent that certain portions of the Premises are at variance with the Zoning Resolution, such portions of the Premises shall not be required to be in compliance with the Zoning Resolution.

ARTICLE 2

PREMISES AND TERM OF LEASE

In order to carry out the development required by the General Development Plan, Landlord hereby demises and leases to Tenant, and Tenant hereby hires and takes from Landlord the Premises, subject only to Title Matters and the terms and conditions hereof.

TO HAVE AND TO HOLD unto Tenant, its successors and assigns, for a term of years (the "Term") which shall commence on the Commencement Date and shall expire on the Expiration Date.

ARTICLE 3

RENT

Section 3.1 Base Rent. Tenant shall pay to Landlord rental payments (the "Base Rent"), as follows:

(i) Simultaneously with the execution and delivery of this Lease, Tenant shall pay to Landlord the amount of $375,000.00, the $100,000.00 Project Management Fee with respect to the Building that is referred to in Section 5.2 of the Development Agreement and the Payment in Lieu of Mortgage Tax with respect to the Mortgage securing the construction loan for the initial construction of the Building.

(ii) Commencing on the Rent Commencement Date, and for so long as Landlord continues to provide public safety services on Roosevelt Island, a monthly payment for each Completed Unit to be applied by Landlord to cover certain of the costs to Landlord to provide public safety officers and equipment to the Building for external patrols (the "Monthly Public Safety Payments"). The initial Monthly Public Safety Payments shall be calculated at $20.00 per Completed Unit per month, subject to an annual adjustment based upon the increase, if any, in the actual amount of the aggregate costs and expenses (including fringe benefits) paid by Landlord to all security personnel performing public safety services on Roosevelt Island ("Island Security Costs") in the year of adjustment over the Island Security Costs in the Lease Year immediately prior to the Lease Year for which the adjustment is made, pro-rated among all the residential apartment units on Roosevelt Island, and shall be paid monthly to Landlord, in advance, on the first day of each month. The Monthly Public Safety Payment payable by Tenant for the Building shall not be decreased by reason of a decrease in the number of Completed Units in the Building resulting from a combination or diminution in the number of Units by Tenant.

(iii) Commencing on the Rent Commencement Date, an annual ground rent ("Ground Rent") as follows: The initial annual Ground Rent shall be an amount equal to $0.76 times the number of gross square feet in the completed Building structure (including, without limitation, basement space), which is intended to be approximately 144,000 gross square feet, subject to adjustment based on the Final

Plans and Specifications for the Building and final measurement. Annual Ground Rent shall be adjusted as follows:

(a) The calendar year in which the Building achieves a 93% occupancy rate shall be the "Base Year";

(b) In the first calendar year following the Base Year, Ground Rent for such calendar year shall be increased by two percent (2%) of the Ground Rent for the immediately preceding calendar year;

(c) In the second calendar year following the Base Year, and in each calendar year thereafter, Ground Rent for each such calendar year shall be increased over the Ground Rent payable for the immediately preceding calendar year by a percentage equal to the greater of:

(i) 2%; or

(ii) the percentage difference between the gross rental income received by Tenant during the calendar year immediately preceding the applicable calendar year and the gross rental income received by Tenant during the Base Year (as used in this paragraph, "gross rental income" shall mean all rent, additional rent, and rent insurance proceeds received by Tenant during the applicable calendar year, but shall exclude (i) all amounts paid to Tenant as reimbursements for gas, electricity, telecommunications and/or (ii) other expenditures made by Tenant);

(d) Provided, however, if at least 20% of the Units are occupied by persons or families whose incomes are consistent with determinations of lower income under Section 8 of the United States Housing Act (42 U.S.C. § 1437 et seq.), or if such program is terminated, under such program as was in effect immediately before such termination, the Ground Rent shall not exceed a maximum of ten percent (10%) of the Annual Shelter Rent (as such term is defined in the Master Lease).

(e) Commencing with the eleventh (11th) Lease Year from the Rent Commencement Date, and provided that Tenant has not made the Specified Rental Payment as provided in Section 3.1(iv), the Ground Rent shall be reevaluated and adjusted to the greater of (A) the then current Ground Rent or (B) a Ground Rent based upon the Applicable Percentage (as defined below) of the appraised value of the highest and best use of the Premises. The appraised value shall be determined by appraisal made in accordance with Article 35 hereof, which appraisal shall be instituted at least one (1) year prior to the commencement of the eleventh Lease Year, unless at least thirteen (13) months prior to the eleventh Lease Year, Landlord and Tenant shall have agreed upon such appraised value. The "Applicable Percentage" shall mean a percentage that provides a market rate of return on the appraised value to Landlord. Readjustment of the Ground Rent shall be undertaken every twenty (20) years thereafter through the Expiration Date utilizing the procedures set forth in this subparagraph. Following each determination and adjustment under this subparagraph, the annual increases in Ground Rent provided for in subparagraph (c) of this Section 3.1(iii) shall continue to apply.

(f) In no event shall the Ground Rent for any Lease Year be less than the Ground Rent for any previous Lease Year. The Ground Rent for each Lease Year shall be payable in equal monthly installments in full, in advance, on the first day of each month for such Lease Year. In the event that the Rent Commencement Date shall not fall on the first day of a calendar month, the Ground Rent shall be appropriately pro-rated.

(iv) Tenant may, by giving written notice thereof to Landlord not later than the Payment Date, elect to make a lump-sum payment (the "Specified Rental Payment") in lieu of making any further payments of Ground Rent under clause (iii) of this Section 3.1, which payment shall be due and payable on the Payment Date. It is Tenant's present intention to make such election and the Specified Rental Payment. The amount of the Specified Rental Payment shall equal the present value of the remaining monthly Ground Rent payments through the Expiration Date, using a discount rate of eight and

one-quarter percent (8¼%) per annum, and assuming an annual two and one-half percent (2-1/2%) upward adjustment in the amount of the Ground Rent effective as of the first day of each calendar year throughout the remaining Term beginning on the first day of the first calendar year following the Base Year. An illustration of such calculation is included as Schedule 1 hereto.

Section 3.2 Additional Rent. For the period beginning on the Rent Commencement Date and continuing thereafter throughout the Term, Tenant shall pay to Landlord, as Additional Rent, the sums referred to below:

(a) Transaction Payments. Except as provided in Section 10.2(b), in the event of an Assignment, Transfer, Financing or Refinancing, Syndication or Major Subletting, or the receipt of Excess Condemnation or Insurance Proceeds, Tenant shall notify Landlord of same and shall pay to Landlord the Transaction Payment as Additional Rent hereunder with respect to such Transaction.

(b) Telecommunications Receipts. Tenant shall pay to Landlord as Additional Rent hereunder, on a monthly basis within thirty (30) days after the end of each calendar month, an amount equal to five percent (5%) of all amounts received by Tenant (or any Affiliate of Tenant, or any other entity formed by Tenant (by itself or with others) to provide telecommunications services to occupants of the Building and/or of other buildings in Southtown) in connection with telecommunications services (of whatever nature) provided to Subtenants and other users during the Term, in excess of the actual, out-of pocket cost (including applicable taxes) incurred by Tenant (or any Affiliate of Tenant, or any other entity in which Tenant is a party, by itself or with others) in connection with the procurement of such services, which deduction shall not include any cost or expense that is not reasonably and customarily incurred by a provider of such services to occupants of residential housing at such time. Each such payment shall be accompanied by a report, in form and substance reasonably satisfactory to Landlord and

accompanied by such supporting information as Landlord may reasonably request, setting forth in reasonable detail the amounts and sources of such receipts and costs.

Section 3.3. Beginning on the date of Commencement of Construction and continuing through the month in which Substantial Completion of the Building occurs, Tenant shall pay, as Additional Rent hereunder, in advance, the amount of $17,500 per month for construction public safety payments; provided, however, that if during any portion of such time period, construction of Building #1, Building #3 and/or Building #4 (as such terms are defined in the Development Agreement) shall have commenced, such $17,500 amount shall be allocated among the tenants of such buildings so that Tenant's share of such payment shall equal only its proportionate share of the number of apartment units under construction. Nothing contained in this Section 3.3 shall reduce Developer's liability for such amount pursuant to the Development Agreement.

Section 3.4 Currency. Rental shall be paid in currency which at the time of payment is legal tender for public and private debts in the United States of America, without notice or demand (except as otherwise specifically provided for herein), and shall be payable at the office of Landlord as set forth above or at such other place as Landlord shall direct by notice to Tenant. Any check tendered in payment of Rental shall be drawn on a bank that is a member of the New York Clearing House.

Section 3.5 Net Lease. It is the purpose and intention of Landlord and Tenant, and Landlord and Tenant agree, that Rental shall be absolutely net to Landlord without any abatement, deduction, counterclaim, set-off or offset whatsoever, except as provided in Section 3.6 hereof, so that this Lease shall yield, net to Landlord, Base Rent and Additional Rent in each year during the Term and that Tenant shall pay all costs, expenses and charges of every kind and nature relating to the Premises, which may arise or become due or payable during or after (but attributable to a period falling within) the Term, and that Landlord shall be indemnified by Tenant against, and held harmless by Tenant from, the same, including, but not limited to, reasonable attorney's fees and disbursements; provided, however, that Tenant's obligations under or through this Lease or the Master Lease shall be limited to those as expressly

provided for herein. Nothing contained in this Section 3.5 shall affect any obligation of Landlord under Article 11 or Article 40 of this Lease.

Section 3.6 Discharge of Certain Liens. Notwithstanding the foregoing, if, at any time during, the Term, Landlord shall fail to discharge a lien placed upon the Premises which Landlord is obligated to discharge as a matter of law and/or under the terms of this Lease, and such failure shall subject Tenant to an obligation to discharge such lien or subject Tenant to criminal penalties or forfeiture of its interest under this Lease, then Tenant may pay such lien and set off the amount so paid against Base Rent thereafter payable, provided Landlord shall have received notice of such lien from Tenant, shall have been obligated to discharge such lien, and thereafter shall have been given a reasonable opportunity to pay or contest such lien but shall have failed to do so.

Section 3.7 Rental. All of the amounts payable by Tenant pursuant to this Lease, including, without limitation, Base Rent, Additional Rent, Impositions. Transaction Payments, payments made to Landlord pursuant to Article 40, and any other sums, costs, expenses or deposits which Tenant in any of the other provisions of this Lease assumes or agrees to pay and or deposit, shall constitute rental under this Lease (collectively, "Rental"), and, in the event of Tenant's failure to pay Rental, Landlord (in addition to all other rights and remedies provided herein) shall have all of the rights and remedies provided for in this Lease in the case of nonpayment of rent.

ARTICLE 4

IMPOSITIONS

Section 4.1 Payment of Impositions.

(a) Obligation to Pay Impositions. Except to the extent exempt therefrom under applicable law, Tenant shall pay, as provided in Section 4.1(c), all Impositions that at any time are assessed, levied, confirmed, or imposed upon, or with respect to (i) the Premises (including any sidewalks located therein), or (ii) appurtenances of the Premises, or (iii) any personal property or other facility owned and used by or through Tenant in the operation thereof, or (iv) the Rental (or any portion thereof) payable by Tenant hereunder, or (v) any document to which Tenant is a party creating or transferring an interest or estate in the Premises, or (vi) the use and occupancy of the Premises, or (vii) this transaction. In addition, while it is contemplated that the sidewalks to be constructed will be entirely within the Premises, Tenant shall pay any Impositions imposed on sidewalks, if any, in front of or adjacent to the Premises, but not including any Impositions applicable to the East River promenade to the west of the Premises which is maintained by RIOC (Landlord) as a public facility.

(b) Definition. "Imposition" or "Impositions" shall mean:

(i) any special assessments imposed by any special assessment district (other than those imposed by RIOC in a discriminatory manner),

(ii) personal property taxes,

(iii) occupancy and rent taxes imposed upon tenants generally,

(iv) water, water meter and sewer rents, rates and charges,

(v) excises,

(vi) license and permit fees,

(vii) any New York City imposed service charges with respect to police protection, fire protection, street and highway construction, maintenance and lighting, sanitation and water supply,

(viii) any fines, penalties and other similar governmental charges applicable to the foregoing, together with any interest or costs with respect thereto (other than those imposed by RIOC in a discriminatory manner), and

(ix) any other governmental fees or charges, together with any fines and penalties and any interest or costs with respect thereto (other than those imposed by RIOC in a discriminatory manner).

(c) Payments of Impositions. Subject to the provisions of Section 4.5 hereof, each Imposition or installment thereof shall be paid not later than the Due Date thereof. However, if by law, any Imposition may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition). Tenant may exercise the option to pay the Imposition in such installments and shall be responsible for the payment of such installments with interest. If Tenant fails to make any payment of an Imposition (or installment thereof) on or before the Due Date thereof, Tenant shall, at Landlord's request, pay all Impositions or installments thereof thereafter payable by Tenant not later than ten (10) days before the Due Date thereof, until such time that all such payments shall have been made when due for a period of two (2) consecutive years.

Section 4.2 Evidence of Payment. Tenant, upon request of Landlord in each case, shall furnish to Landlord, within thirty (30) days after the date when an Imposition is due and payable under this Lease or as soon thereafter as available (except that Tenant shall have sixty (60) days in respect of water charges and sewer rents), official receipts of the appropriate authority imposing the Imposition, or other proof reasonably satisfactory to Landlord, evidencing the payment thereof.

Section 4.3 No Income Taxes. Nothing contained in this Lease shall require Tenant to pay municipal, state or federal income, gross receipts, excise, rental, inheritance, estate, succession, excess

profit or revenue tax, transfer or gift taxes imposed on Landlord, or any capital levy, transfer or corporate franchise tax imposed upon Landlord, or any other tax, assessment, charge or levy payable by Landlord upon the Rental which may be payable by Tenant under this Lease.

Section 4.4 Apportionment of Imposition. Any Imposition, relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in a period of time after the Expiration Date shall be apportioned between Landlord and Tenant as of the Expiration Date (unless the Expiration Date has occurred as a result of an Event of Default, in which case Tenant is not entitled to repayment for any Imposition paid by Tenant) so that Tenant shall pay that portion of such Imposition which that part of such fiscal period included in the period before the Expiration Date bears to the fiscal period of the taxing authority.

Section 4.5 Right to Contest Impositions.

(a) Tenant, or any Mortgagee if it shall be acting as attorney-in-fact for Tenant, shall have the right at Tenant's or such Mortgagee's own expense to contest the amount or validity, in whole or in part, of any Imposition (or the assessed valuation of the Premises) by appropriate proceedings diligently conducted in good faith, in which event, notwithstanding the provisions of Section 4.1 hereof, payment of such Imposition shall be postponed if and only as long as:

(i) neither the Premises nor any part thereof, would by reason of such postponement or deferment be, in the reasonable judgment of Landlord, in danger of being forfeited or lost;

(ii) Tenant or such Mortgagee, as the case may be, shall have deposited with Landlord or Depository a bond issued by a bonding company reasonably acceptable to Landlord, or cash or other security reasonably acceptable to Landlord (but if Tenant is a Cornell Entity, only if the Imposition is in excess of $25,000, Adjusted for Inflation), in the amount so contested and unpaid which would be payable by Tenant pursuant to Sections 4.1 and 4.4 hereof, together

with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises or any part thereof in such proceedings; and

(iii) Landlord is, in Landlord's reasonable judgment, in no danger of being subjected to criminal liability or penalty or civil liability or penalty in excess of the amount for which Tenant has furnished security as provided in Section 4.5(a)(ii) and (b) hereof by reason of nonpayment thereof.

(b) Upon the termination of such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings which would be payable by Tenant pursuant to Sections 4.1 and 4.4 hereof, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including, but not limited to, reasonable attorneys' fees and disbursements), interest, penalties or other liabilities in connection therewith, and upon such payment, Landlord or Depository shall return, with interest earned thereon, if any, any security deposited with it with respect to such Imposition as aforesaid; provided, however, that Landlord or Depository, at Tenant's or such Mortgagee's request, or upon Tenant's and such Mortgagee's failure to so request in a timely manner, at Landlord's request, shall disburse any moneys on deposit directly to the imposing authority to whom such Imposition is payable. If at any time during the continuance of such proceedings Landlord in its reasonable judgment shall deem the amount of security deposited as aforesaid insufficient, Tenant or any Mortgagee, as the case may be, within ten (10) days after demand, shall make an additional deposit of such additional sums or other acceptable security as Landlord may reasonably request, and upon failure of Tenant or any Mortgagee, as the case may be, to do so, the security theretofore deposited, together with any interest thereon, may be applied by Landlord to the payment, removal and discharge of such Imposition which would be payable by Tenant pursuant to Sections 4.1 and 4.4

hereof and the interest and penalties in connection therewith and any costs, fees (including, but not limited to, reasonable attorneys' fees and disbursements) or other liability accruing in any such proceedings, and the balance, if any, shall be returned to Tenant or any Mortgagee, as the case may be, or the deficiency, if any, which would be payable by Tenant pursuant to Sections 4.1 and 4.4 hereof shall be paid by Tenant or any Mortgagee, as the case may be, to Landlord within ten (10) days after demand. Nothing contained in this Section 4.5 or elsewhere in this Lease shall be deemed to limit Tenant's obligation to make the deposits provided for in Article 5 hereof.

Section 4.6 Landlord Participation in Contest Proceedings. Landlord shall not be required to join in any proceedings referred to in Section 4.5 hereof unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Landlord, in which event, Landlord shall join and cooperate in such proceedings or permit the same to be brought in its name but shall not be liable for the payment of any costs or expenses in connection with any such proceedings and Tenant shall reimburse Landlord, within ten (10) days after demand for any and all costs or expenses which Landlord may reasonably sustain or incur in connection with any such proceedings. In the event Tenant institutes a proceeding referred to in Section 4.5 hereof and no law, rule or regulation in effect at the time required that such proceeding be brought by and/or in the name of Landlord, Landlord nevertheless shall cooperate with Tenant in such proceeding; provided that Tenant shall, at Landlord's election, either directly pay Landlord's reasonable costs and expenses incurred in connection with such proceeding or promptly reimburse Landlord for such reasonable costs and expenses which reimbursement shall be deemed to be Rental. If the provisions of such law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Master Landlord, Landlord shall use its best efforts to cause Master Landlord to join and cooperate in such proceedings or permit the same to be brought in the name of Master Landlord, provided Master Landlord shall not be liable for the payment of any costs or expenses in connection with any such proceedings and Tenant shall reimburse Master Landlord for any and all reasonable costs and expenses which Master Landlord may reasonably sustain or

incur in connection with any such proceedings; provided, however, if Landlord is Master Landlord, Landlord shall so join and cooperate in such proceedings or permit the same to be brought in its name.

Section 4.7 Evidence of Non-Payment. Any certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition, of non-payment of such Imposition, shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill, at the time or date stated therein.

ARTICLE 5

DEPOSITS FOR IMPOSITIONS AND INSURANCE PREMIUMS

Section 5.1 Deposits.

(a) Tenant's Obligation to Make Deposits. Upon Landlord's demand, made at any time after Tenant shall have failed to pay when due any Impositions or insurance premiums for insurance required to be maintained by Tenant in accordance with Article 7 of this Lease, which failure continues for ten (10) days after notice to Tenant, Tenant shall deposit with Depository on the first day of each month during the remainder of the Term, subject to the provisions of Section 5.1(e), an amount equal to (i) in the case of Impositions, one-twelfth (1/12) of the amount of annual Impositions as reasonably estimated by Landlord, and (ii) in the case of insurance premiums, one-twelfth (1/12) of the annual premiums for the insurance coverage required to be carried or caused to be carried by Tenant pursuant to the provisions of Article 7 hereof. If, at any time, the monies so deposited by Tenant shall be insufficient to pay in full the next installment of Impositions or insurance premiums, Tenant shall, within ten (10) days after demand by Landlord, deposit the amount of the insufficiency with Depository.

(b) Depository's Obligations. Depository shall place all monies deposited pursuant to the provisions of Section 5.1(a) hereof in a special interest-bearing account in the name of Landlord in obligations of the United States Government maturing in not more than 90 days and certificates of deposit maturing in not more than 90 days issued by commercial banks organized under the laws of the United States or any political subdivision thereof having capital and surplus in excess of $500,000,000 or, subject to applicable law or regulation, any money market fund to the extent insured by the Federal Deposit Insurance Corporation; provided, however, Depository shall have the right at any time prior to the maturity date or dates of such obligations or certificates to liquidate such obligations or certificates as required to make payments therefrom as provided in this Article 5. The

deposited amounts shall be used by Depository to pay the Impositions and insurance premiums for which such amounts were deposited. Subject to the provisions of Section 4.5, Depository shall apply the amounts deposited and the interest earned thereon to pay (i) such Impositions not later than the last day on which any such Imposition may be paid without penalty or interest, and (ii) such premiums not later than the last day on which such premiums may be paid without penalty, interest or cancellation of the subject policies. Upon any termination of this Lease, at the request and direction of Landlord, Depository shall apply these deposits to the payment of any of Tenant's obligations under this Lease remaining unpaid after the giving of written notice to Tenant and the expiration of any applicable grace period, and then the Depository shall remit to Tenant any remaining balance (including interest, if any, then held by the Depository).

(c) Increase of Deposits. If the amount of any Imposition or insurance premium is increased, Tenant shall, within ten (10) Business Days of receipt of notice of such increase, increase the amount of such deposits so that sufficient moneys for the payment of such Imposition or insurance premium always be available to pay such Imposition or insurance premium at least thirty (30) days before the Imposition or insurance premium becomes due and payable.

(d) Determination of Sufficiency of Deposits. For the purpose of determining whether Depository has on hand sufficient moneys to pay an Imposition or insurance premium, deposits for each category of Imposition or insurance premium shall be treated separately. Depository may, but shall not be obligated to, use moneys deposited for the payment of a category of Imposition or an insurance premium not yet due and payable for the payment of any other category of Imposition or another insurance premium that is due and payable.

(e) Return of Deposits. Provided Tenant shall have timely paid all amounts required to be paid by Tenant pursuant to this Section 5.1 for a period of eighteen (18) consecutive

months following Landlord's demand, then, at any time after the expiration of such eighteen (18) month period, upon demand by Tenant and provided no Default or Event of Default then exists, Landlord shall cause Depository to return to Tenant all unexpended moneys then held by Depository pursuant to the provisions of this Section 5.1. Thereafter, Tenant shall not be required to make any deposits required by this Article unless and until a subsequent failure by Tenant to pay, when due, any Imposition or insurance premiums occurs and Landlord has demanded of Tenant to make such deposits.

(f) Deposits with First Mortgagee. In the event that a First Mortgagee, other than a First Mortgagee which is an Affiliate of Tenant, shall require Tenant to deposit funds to insure payment of Impositions or insurance premiums, any amounts so deposited by Tenant shall be credited against the amounts which Tenant would otherwise be required to deposit under this Article 5, unless such First Mortgagee fails to pay when due the applicable Impositions or insurance premiums.

Section 5.2 Effect of Sale or Transfer of Premises by Landlord. In the event of Landlord's sale or transfer of the Premises, Depository shall continue to hold any moneys deposited with it pursuant to the provisions of Sections 5.1 (a) and (c) hereof and shall transfer them to a special account established in the name of the Person who acquires the Premises and becomes Landlord.

Section 5.3 Depository Fees. Tenant shall pay any and all charges of Depository in connection with any services rendered by Depository pursuant to the provisions of this Lease.

ARTICLE 6

LATE CHARGES

In the event that any payment of Rental or any portion thereof shall become overdue for twenty (20) days beyond the date on which it is due and payable as in this Lease provided, a late charge equal to the Involuntary Rate (computed on a 360 day year) on the sums so overdue from the date on which payment was originally due shall become immediately due and payable to Landlord as liquidated damages for Tenant's failure to make prompt payment and said late charges shall be payable by Tenant, within ten (10) days after demand. No failure by Landlord to insist upon the strict performance by Tenant of Tenant's obligations to pay late charges shall constitute a waiver by Landlord of its right to enforce the provisions of this Article 6 in any instance thereafter occurring. The provisions of this Article 6 shall not be construed in any way to extend the grace periods or notice periods provided in Article 24 of this Lease.

ARTICLE 7

INSURANCE

Section 7.1 Construction Insurance Requirements. (a) Tenant, at its sole cost and expense, at all times during construction of the Building, a Capital Improvement, or other improvements or repairs, shall provide, or cause to be provided, and thereafter shall keep in full force and effect, or cause to be kept in full force and effect, until Completion of the Building or the completion of the applicable Capital Improvement or other improvements or repairs, the following at no cost to Landlord:

(i) commercial general and automobile liability insurance in an amount not less than Ten Million ($10,000,000) Dollars (which may be satisfied by Tenant providing coverage for the limits specified or by any combination of underlying and umbrella coverage, as long as the coverage is not affected by any occurrence on any premises other than the Premises) combined single limit of liability covering all operations by or on behalf of Tenant on an occurrence basis against claims for bodily injury and/or property damage, such insurance to include operations-premises liability, contractor's protective liability on the operations of all subcontractors, completed operations, and blanket contractual liability, and, if the contractor is undertaking foundation, excavation or demolition work, an endorsement that such operations are covered and that the "XCU Exclusions" have been deleted;

(ii) worker's compensation and disability insurance providing statutory New York State benefits for all persons employed by any general contractor engaged by Tenant in connection with the construction of the Premises other than employees of Landlord and its agents; and

(iii) where applicable, builder's risk insurance (All Risks) written on a completed value (non-reporting) basis with limits as provided in Section 7.1.(a)(i) hereof,

naming any general contractor engaged by Tenant and also naming Landlord and naming the First Mortgagee as an insured under a standard mortgagee clause. In addition, such insurance (x) shall contain an endorsement stating that "permission is granted to complete and occupy," and (y) if an off-site storage location is used, shall cover, for full insurable value, all materials and equipment on or about any such off-site storage location intended for use with respect to the Premises.

(b) Tenant further covenants and agrees that

(i) no construction shall be commenced until Tenant shall have delivered to Landlord the original policies, or duplicate originals thereof, or other evidence reasonably acceptable to Landlord that Tenant has obtained the insurance coverage, as required by this Agreement, and

(ii) Tenant shall comply with the provisions of Section 7.2 hereof with respect to the policies required by this Section 7.1.

Section 7.2 General Insurance Requirements.

(a) From and after the date of Substantial Completion of the Building, Tenant, at its sole cost and expense, at all times during the remaining Term shall:

(i) keep the Premises insured against loss or damage by fire, windstorm, tornado and hail and all other hazards covered by the usual extended coverage and "all risk" endorsements including, without limitation, damage by water, if available, and in an amount sufficient to prevent Landlord and Tenant from becoming co-insurers under the provisions of applicable policies of insurance, but in any event in an amount not less than one hundred percent (100%) of the full insurable value thereof (i.e., actual replacement value including the cost of debris removal but excluding foundations and excavation), such insurable value to be determined from time to time but not less frequently than once in any twenty-four (24) consecutive calendar months, at the request of Landlord, by one of insurers or, at

the option of Landlord, by an appraiser, architect or contractor chosen by Landlord and approved by Tenant, which approval shall not be unreasonably withheld;

(ii) provide and keep in force insurance against liability for bodily injury and death and property damage and boiler explosion insurance (should steam boilers be installed). it being agreed that all such insurance shall be in such amounts as may from time to time be reasonably required by Landlord, that such liability insurance shall be commercial general liability insurance containing the so-called "occurrence clause," that it shall include specifically the Premises and all areas, including sidewalks, adjoining or appurtenant to the Premises, and that

(x) the insurance against liability for injury and death shall be not less than Seven Million Dollars ($7,000,000) (which may be satisfied by Tenant providing coverage for the limits specified or by any combination of underlying and umbrella coverage, as long as the coverage is not affected by any occurrence on any premises other than the Premises) combined single limit of liability for bodily injury and/or property damage, and

(y) the boiler explosion insurance (should steam boilers be installed) shall be in an amount not less than One Million ($1,000,000) Dollars and shall be in such form as Landlord may reasonably require;

(iii) provide and keep, or require to be provided and kept, in force worker's compensation insurance providing statutory New York State benefits for all persons employed by Tenant at the Premises;

(iv) if a sprinkler system shall be located in any portion of the Premises, provide and keep in force sprinkler leakage insurance in amounts and forms approved by Landlord which approval shall not be unreasonably withheld (the foregoing to be

required only if same is excluded from the insurance required to be provided and kept in force pursuant to Section 7.2(a)(i); and

(v) provide and keep in force such other insurance in such amounts as may from time to time reasonably be required by Landlord against such other insurable hazards as at the time are commonly insured against in the case of premises similarly situated and required of other multi family residential building tenants on Roosevelt Island.

(b) From and after the Rent Commencement Date, Tenant at its sole cost and expense, at all times during the remaining Term until the Specified Rental Payment is made, shall provide and keep in force rent insurance with "all risk" coverage in an amount equal to one (1) year's current Base Rent then and thereafter payable.

(c) All insurance provided by Tenant, as required by this Article (except worker's compensation insurance), shall be carried in favor of Landlord, Tenant, UDC and Master Landlord, as their respective interests may appear, and the coverage provided by Tenant as required herein also shall name each Mortgagee as an insured under a standard mortgagee clause.

(d) Each policy of insurance required to be obtained by Tenant as herein provided and each certificate therefor issued by the insurer shall contain (1) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained and (2) an agreement by the insurer that such policy shall not be cancelled or modified without at least thirty (30) days' prior written notice to Landlord.

(e) Coverages may have commercially reasonable deductibles not to exceed $50,000, except that the deductible may be the amount of the Insurance Deductible if Tenant is a Cornell Entity.

Section 7.3 Anything contained in this Article 7 to the contrary notwithstanding, the insurance required pursuant to this Lease shall be in addition to, and not in lieu of the insurance coverages required by the Master Lease. Tenant shall provide such insurance as shall be sufficient to comply with the requirements of the Master Lease. Without limiting the generality of the foregoing, Tenant's property insurance policies shall contain a provision in which the insurer waives any right of subrogation against Landlord or Master Landlord resulting from the negligence or misconduct of Master Landlord, Landlord, Tenant, and any Person claiming by, through or under Tenant. To the extent that the insurance requirements under this Lease duplicate those required by the Master Lease, Tenant shall not be required to maintain such coverages in duplicate, but in each instance the more extensive coverage shall be maintained; and provided, however, that wherever the Master Lease shall require that the landlord thereunder shall be named as an additional insured, Tenant shall also cause Landlord under this Lease to be named as an additional insured.

ARTICLE 8

USE OF INSURANCE PROCEEDS

Section 8.1 Notice. If all or any part of any of the Building shall be destroyed or damaged in whole or in part by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Tenant shall give to Landlord prompt notice thereof, except that no notice shall be required if the estimated cost of repairs, alterations, restorations, replacements and rebuilding (collectively, "Restoration") shall be less than Two Hundred Thousand Dollars ($200,000) Adjusted for Inflation (from the date hereof to the date of such event).

Section 8.2 Obligation to Restore. Tenant, at its sole cost and expense, whether or not the damage or destruction referred to in Section 8.1 shall have been insured, and whether or not insurance proceeds, if any, shall be sufficient for the Restoration, shall promptly repair, alter, restore, replace and rebuild (collectively, "Restore") the same, in accordance with Article 8 of the Master Lease and all requirements of the Design Guidelines. Except as otherwise provided in Section 8.5 below, all insurance proceeds shall be held by the Depository and made available to Tenant for Restoration.

Section 8.3 Payment of Transaction Payment. Upon completion of any Restoration pursuant to this Article 8, Tenant shall pay to Landlord the Transaction Payment due with respect to the Excess Insurance or Condemnation Proceeds, if any.

Section 8.4 Non-Effects of Casualty. This Lease shall not terminate or be forfeited or be affected in any manner, and there shall be no reduction or abatement of the Rental payable hereunder, by reason of damage to or total, substantial or partial destruction of any of the Building or any part thereof or by reason of the untenantability of the same or any part thereof, for or due to any fire or other casualty of any nature whatsoever, and Tenant, notwithstanding any law or statute present or future, waives any and all rights to quit or surrender any part of the Premises therefor. Tenant expressly agrees that its obligations hereunder, including the payment of Rental by Tenant hereunder, shall continue as though the Building had not been damaged or destroyed and without abatement, suspension, diminution or reduction of any kind by reason

of such damage or destruction. The existence of any present or future law notwithstanding, Tenant waives all rights to quit or surrender all or any part of the Premises by reason of any casualty whatsoever to the Premises. It is the intention of Landlord and Tenant that the foregoing is an "express agreement to the contrary" as provided in Section 227 of the Real Property Law of the State of New York. Nothing in this Section 8.4 shall be deemed to reduce or limit Tenant's rights under Article 34 hereof.

Section 8.5 Payment of Insurance Proceeds. The proceeds under all policies required by any provision of this Lease insuring against damage to the Building by fire or other casualty shall be payable to Depository, except that if the total cost of repair or restoration is less than five percent (5%) of the insurable value of the Building at the time of the occurrence, then such proceeds shall be payable in trust directly to Tenant for application to the cost of Restoration.

Section 8.6 Adjustments with Insurers. All property insurance policies as required by this Lease shall provide that all adjustments with the insurers for claims that equal or exceed five percent (5%) of the insurable value of the Building at the time of the occurrence shall be made with Tenant and the First Mortgagee, if any, which is named as such on the policy, subject to Landlord's consent (and Landlord shall respond to a request for consent to a settlement within fifteen (15) days after receipt of the request). If Landlord does not respond within such fifteen (15)-day period, Tenant may send Landlord a second request for consent, and if Landlord does not respond within ten (10) days after receipt of such second request, Landlord's consent shall be deemed given. If Landlord denies consent, it shall notify Tenant of its reason therefor. So long as no Event of Default is continuing, Landlord shall approve any settlement of an insurance claim under a property insurance policy where the amount of the proposed settlement is not less than the cost of Restoration plus any deductible, as reasonably determined by the First Mortgagee (or if there is no First Mortgagee, then as is reasonably determined by Landlord). Any adjustments for claims with the insurers involving sums of less than five percent (5%) of the insurable value of the Building at the time of the occurrence shall be made with Tenant without Landlord's consent. If Tenant receives Excess Insurance or Condemnation Proceeds, Tenant shall make the Transaction Payment, if

any, in connection therewith. Any disputes under this Section 8.6 shall be resolved by arbitration in accordance with Article 35.

Section 8.7 Tenant's Limited Right to Terminate Lease. Notwithstanding anything to the contrary contained in this Article 8, if (i) the Building suffers a casualty the cost of restoration of which, in Landlord's reasonable opinion, exceeds fifty percent (50%) of the insurable value of the Building at the time of the occurrence (which determination shall be made within sixty (60) days of the occurrence), (ii) the date of such casualty is after December 22, 2043, (iii) the net insurance proceeds (plus any cash deposited by Tenant with Landlord to supplement the insurance proceeds available for Restoration costs) is sufficient, in Landlord's reasonable opinion, to pay 100% of the cost of such Restoration and (iv) no Event of Default then exists, then, Tenant may terminate this Lease by written notice to Landlord given no more than ninety (90) days after the date of such casualty; provided that (x) Tenant shall assign to Landlord all rights to property insurance, and (y) Tenant deposits with Landlord (in addition to any cash deposited with Landlord pursuant to clause (iii) above) cash or a Letter of Credit in an amount equal to ten percent (10%) of Landlord's reasonable estimate of the cost of Restoration. such cash or Letter of Credit to be utilized by Landlord in the event of any overruns (exclusive of any overruns arising from any wrongful acts of Landlord in restoring) and, to the extent not so utilized, shall be returned to Tenant not later than thirty (30) days after the first to occur of (x) completion of the Restoration, (y) a determination by Landlord that it will not perform or cause to be performed a Restoration. or (z) the third (3rd) anniversary of the deposit with Landlord of the cash or Letter of Credit. Upon such a termination, Tenant shall be released from any further liability under the Lease which might otherwise accrue from and after the date of termination. If Landlord fails within sixty (60) days after the later of (i) the occurrence of a casualty or (ii) the date Tenant submits to Landlord all of such information that Landlord reasonably requests with respect to the casualty, insurable value, cost of Restoration and related matters, to make a determination of whether or not the cost of Restoration exceeds fifty percent (50%) of the insurable value of the Building at the time of the occurrence, Tenant may, subject to the other provisions of this Section,

terminate this Lease as provided above; subject, however, to Landlord's right to contest that the estimated cost of Restoration does not exceed fifty percent (50%) of such insurable value.

ARTICLE 9

CONDEMNATION

Section 9.1 Total Taking or Constructive Total Taking.

(i) In the event that 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, this Lease shall terminate on the date of such taking, regardless of whether such taking shall affect the Premises, and the Rental and other charges payable by Tenant hereunder shall be apportioned and paid to the date of such taking. For purposes of this Article 9, a "constructive total taking" shall mean such portion of the Premises as when so taken would leave remaining a balance of the Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not under economic conditions, applicable zoning laws, building regulations then existing or prevailing or the General Development Plan, and after performance by Tenant of all covenants, agreements, terms and provisions contained herein or by law required to be observed or performed by Tenant, permit the Restoration of the Building so as to constitute a complete, rentable building capable of producing a fair and reasonable net annual income proportional to the number of square feet not so taken. If there be any dispute as to value or whether or not a "constructive total taking" has occurred, such dispute shall be resolved by arbitration pursuant to the provisions of Article 35.

(ii) In the event of a total taking or a constructive total taking of the Premises which does not result in a termination of the Master Lease, this Lease shall terminate on the date of such taking, and the Rental and other charges payable by tenant hereunder shall be apportioned and paid to the date of such taking.

(iii) A "constructive total taking" under the Master Lease with respect to the Premises shall constitute a "constructive total taking" hereunder, but a "constructive total taking" shall not be deemed to have occurred, and the provisions of Section 9.2 of this Lease shall apply, if Landlord's obligation under Section 13 of the Master Lease to restore, repair, replace or rebuild and/or Landlord's obligation to pay rent or other charges pursuant to the Master Lease with respect to the remaining portion of the Premises remains in effect after the effective date of the taking.

Section 9.2 Less than a Total Taking. In the event that there shall be a taking less than a constructive total taking or a temporary taking of all or a part of the Premises, and the Master Lease shall not have been terminated, this Lease shall terminate as to the portion taken, but shall continue in full force and effect as to the balance thereof. Tenant shall be obligated to Restore the portion of the Premises affected by such taking in accordance with the Design Guidelines and Master Lease. Except as otherwise provided in Section 9.7 hereof, Tenant's obligation to pay Rental hereunder shall be pro rated in proportion to that portion of the Premises which remains after such taking.

Section 9.3 Condemnation Proceeds. Tenant shall receive: (i) upon receipt by Landlord, all Condemnation Proceeds (as such term is defined in the Master Lease) distributed to Landlord with respect to the portion of the Premises affected by the taking in accordance with Article 13 of the Master Lease, less Landlord's reasonable expenses in obtaining such Condemnation Proceeds, (which expenses shall be ratably allocated by Landlord among all portions of the premises demised under the Master Lease so taken) and (ii) all Condemnation Proceeds to which Tenant might otherwise be entitled as Tenant hereunder or as sublessee under the Master Lease.

Section 9.4 Excess Insurance/Condemnation Proceeds. Upon Tenant's receipt of Excess Insurance or Condemnation Proceeds, Tenant shall pay to Landlord the Transaction Payment with respect thereto, if any.

Section 9.5 Other Compensable Government Action. Subject to the provisions of the Master Lease, in case of any governmental action not resulting in the taking or condemnation of any portion of

the Premises but creating a right to compensation therefor, such as the changing of the grade of any street upon which the Premises abut, this Lease shall continue in full force and effect without reduction or abatement of Rental and the award shall be paid to Landlord, except that Tenant shall be entitled to that portion of the compensation allocable to the amount by which the value of the Building (to the extent of Tenant's remaining leasehold interest hereunder) has been diminished. If there be any dispute as to the division of the compensation between Landlord and Tenant, such dispute shall be resolved by the appropriate court of law having jurisdiction thereof with each party to be responsible for its own expenses incurred in connection with any such litigation.

Section 9.6 Trade Fixtures. Notwithstanding anything to the contrary contained in this Article 9, in the event of any permanent or temporary taking of all or any part of the Premises, Tenant and its Tenants shall have the exclusive right to assert claims for any trade fixtures and personal property so taken which were the property of Tenant or its Subtenants (but not including any Equipment) and for relocation expenses of Tenant or its Subtenants. and all awards and damages in respect thereof shall belong to Tenant and its Subtenants and Landlord hereby waives any and all claims to any part thereof; provided, however, that if there shall be no separate award for such trade fixtures or personal property so taken, but amounts therefor are stipulated by the court to be included within an award, then any claims of Tenant and its Tenants against such awards or damages shall be subordinate to Landlord's claims under this Article 9.

Section 9.7 Status of Certain Payments. Notwithstanding anything to the contrary in this Article 9, if Tenant shall have made the Specified Rental Payment described in Section 3.1(iv) hereof, there shall be no adjustment or apportionment of such amount in the event of a taking or condemnation referred to in this Article 9, and Landlord shall not be required to refund any portion of the Specified Rental Payment previously paid by Tenant. Tenant shall not be deemed to have waived any rights it may have to a condemnation award by reason of Tenant having made the Specified Rental Payment or by reason of this Section 9.7.

ARTICLE 10

ASSIGNMENT, SUBLETTING, TRANSFERS, ETC.

Section 10.1 (a) Without the prior written consent of Landlord in each case and except as otherwise specifically provided in this Section 10.1:

(i) neither this Lease nor any interest of Tenant in this Lease, shall be sold, assigned, or otherwise transferred, whether by operation of law or otherwise (hereinafter an "Assignment");

(ii) (A) none of the issued or outstanding capital stock of any corporation which is the Tenant or which, directly or indirectly, possesses more than a five (5%) percent beneficial ownership interest in Tenant (Tenant and any such corporations being referred to as "Restricted Corporations." and all capital stock of any Restricted Corporation being referred to as "Restricted Stock," for purposes of this Article 10) shall be (voluntarily or involuntarily) sold, assigned, transferred, pledged or encumbered. whether by operation of law or otherwise (provided, however, that (w) public trading of Restricted Stock on the New York Stock Exchange, the American Stock Exchange, or any nationally recognized over-the-counter exchange, (x) transfers of Restricted Stock by will or intestacy or for estate planning purposes, and (y) transfers of Restricted Stock to Affiliates Controlled by the transferor, and (z) transfers of stock to or among the Cornell Entities, shall be specifically excluded from this Section 10.1(a)(ii));

(B) nor shall any voting trust or similar agreement be entered into with respect to any Restricted Stock, nor shall any reclassification or modification of the terms of any Restricted Stock take place, nor shall there be any merger or consolidation of any Restricted Corporation into or with another corporation or business entity nor shall additional stock (or any warrants, options or debt securities convertible, directly or indirectly, into such stock) in any such corporation be issued if the

corporation is a Restricted Corporation or if the issuance of such additional stock (or such other securities, when exercised or converted into stock) would make the corporation a Restricted Corporation;

(C) nor shall any member's or partner's interest in a limited liability company or partnership which is the Tenant or which, directly or indirectly, possesses more than a five (5%) percent beneficial ownership interest in Tenant (Tenant and any such limited liability company or partnership being referred to as "Restricted Partnerships," and the interest of all members, and limited and general partners of any Restricted Partnership being referred to as "Restricted Interests," for purposes of this Article 10) be (voluntarily or involuntarily) sold, assigned, transferred, pledged or encumbered, whether by operation of law or otherwise (provided, however, that: (1) transfers of Restricted Interests by will or intestacy or for estate planning purposes, and (2) transfers of Restricted Interests to Affiliates controlled by the transferor, and (3) transfers of partnership or limited liability company interests to or among the Cornell Entities, shall be specifically excluded from this Section 10.1(a)(ii));

(D) nor shall any voting trust or similar agreement be entered into with respect to any Restricted Interests, nor shall any reclassification or modification of such Restricted Interests take place, nor shall there be any merger or consolidation of any Restricted Partnership into or with another partnership or business entity, nor shall additional interests in any entity be created if such entity is a Restricted Partnership or if the creation of such interests would make the entity a Restricted Partnership (each of the foregoing transactions in this Section 10.1(a)(ii) with respect to stock or other securities of a corporation or a member's or partner's interest in a limited liability company or partnership being hereinafter referred to as a "Transfer"), and

(iii) Tenant shall not enter into a Major Subletting;

(iv) Tenant shall not enter into a Syndication or otherwise Syndicate any of its interests or cause or permit a Syndication thereof;

(v) For the purposes of this Section 10.1(a), "beneficial ownership" shall mean the right to enjoy any of the benefits of ownership, economic or otherwise, of an equity interest in a Person. Beneficial ownership shall be pro-rated to reflect

partial ownership interests (for example, beneficial ownership of a 75% interest in a Person Possessing beneficial ownership of a 40% interest in Tenant shall be deemed to be beneficial ownership of a 30% interest in Tenant hereunder);

(vi) Notwithstanding anything to the contrary in this Section 10.1(a), prior to Substantial Completion of the Building, the following are permitted without the prior consent of Landlord:

(a) Transfers by will or intestacy; or

(b) Transfers to Family Members of the transferor, or trusts for such Family Members; and

(vii) Notwithstanding anything to the contrary in this Section 10.1(a), the following are permitted without the prior consent of Landlord (provided Tenant provides all information to Landlord concerning the same as contemplated by this Article 10), whether before or after Substantial Completion of the Building:

(a) any Transfer by Developer or its Affiliates to Cornell University or its designee which is a Cornell Entity and any transfers among Cornell Entities;

(b) a transaction described in Section 10.1(e);

(c) a Sublease permitted under Section 10.4(b);

(d) a Transaction by Tenant with an East Side Medical Institution, and to the extent Landlord's consent is required under Paragraph 12 of the Master Lease, Landlord hereby consents thereto (to the extent Landlord may grant its consent thereto in advance); or

(e) a Qualifying Merger, unless the same involves an assignment which under Paragraph 12 of the Master Lease requires Landlord's consent, in which event Landlord consents thereto (to the extent Landlord may grant its consent thereto in advance).

(b) From and after Substantial Completion of the Building, Landlord shall not withhold its consent to a Transaction provided:

(i) no Default (but if Tenant is an East Side Medical Institution, only a Default which would permit termination of this Lease) shall have occurred and then be continuing hereunder, unless such Default is cured simultaneously with such Transaction;

(ii) Tenant shall have complied with the provisions of this Article 10; and

(iii) Tenant shall pay to Landlord the Transaction Payment with respect thereto, if applicable.

(c) Except as otherwise specifically provided herein, in no event, whether before or after Completion of the Building, shall Tenant permit a Transaction to be consummated involving a Prohibited Person; provided, however, Tenant's obligation to determine whether a Person is a Prohibited Person shall be to make inquiry of Landlord as provided herein and to cause the proposed transferee to submit to the Inspector General of New York City (or such other Person designated by New York City) an application and information required by such Person to determine whether the Person is a Prohibited Person (formerly, this was known as New York City's "Vendex" system).

(d) In each case in which Tenant desires to effect a Transaction, whether or not Landlord's consent is required therefor (other than a collateral assignment of this Lease or pledge or other security instrument granted to an Institutional Lender), and as a condition to the effectiveness thereof, Tenant shall, prior to the effective date of such Transaction: (1) notify Landlord of the proposed Transaction, (2) pay to Landlord any Transaction Payments with respect thereto (which payment may be made on the effective date of such Transaction), and (3) submit to Landlord the following documents and information (which documents may be unexecuted but shall, in all other respects, be in substantially

final form) and such other information and documents it may reasonably require if the proposed Transaction is subject to the consent of Landlord:

(i) in the case of an Assignment, (A) a copy of the proposed instrument(s) of assignment, containing, inter alia, the name, address and telephone number of the assignee, (B) a copy of the proposed instrument(s) of assumption of Tenant's obligations under this Lease by said assignee, and (C) an affidavit of the assignee or an authorized officer, member or general partner thereof, setting forth (x) in the case of a Restricted Partnership, the names and addresses of all members, general partners and all other partners of the assignee having a ten percent (10%) or greater ownership interest in the assignee, (y) in the case of a corporation (other than a corporation whose common stock is traded over the New York Stock Exchange, the American Stock Exchange, or any nationally recognized over-the-counter exchange, or which is an Institutional Lender), the names and addresses of all persons having ten percent (10%) or greater record ownership of stock in, and all directors and officers of, the assignee (in the event that any of the Persons subject to disclosure under Sections 10.1(d)(i)(C)(x) or 10.1(d)(i)(C)(y) above shall be a limited liability company, partnership or corporation, each member, partner and stockholder thereof shall be subject to similar disclosure requirements, and these disclosure requirements shall continue to be applied transitively until the individual partners and/or stockholders have been disclosed);

(ii) in the case of a Major Subletting, (A) a copy of the proposed sublease limiting the use of the Premises to the uses contained in this Lease, and containing, inter alia, the name, address and telephone number of the subtenant under such Major Subletting, and (B) an affidavit of the subtenant under such Major Subletting or an authorized member, officer or general partner thereof, setting forth the same

information with respect to the members., partners, shareholders, officers and directors of the subtenant as is required with respect to assignees under Section 10.1(d)(i);

(iii) in the case of a Transfer or Syndication, (A) a copy of each proposed document by which such Transfer or Syndication is to be accomplished, and (B) an affidavit of an authorized member, officer or general partner of Tenant, setting forth the same information with respect to the members. partners, shareholders, officers and directors of Tenant as is required with respect to assignees under Section 10.1(d)(i); and

(iv) in the case of a Financing or Refinancing, (A) a copy of the proposed document by which the Financing or Refinancing is to be accomplished, and (B) an affidavit of an authorized member, officer or general partner of Tenant, setting forth the sum of principal amounts of all previous Financings which remain outstanding and shall not be satisfied (for purposes hereof, "satisfaction" shall include an assignment in lieu of satisfaction) and the sum of the proceeds of the present Financing;

(v) in all such cases, such other documents and information as Landlord may reasonably request to permit the evaluation of such Transaction.

Landlord shall within fifteen (15) days after receipt of all requisite information and documentation, notify Tenant whether it grants its consent if such consent is required hereunder, and in those instances wherein the consent of Landlord is not so required or is granted, whether the form and substance of each such document and the information submitted establishes compliance with the provisions of this Article 10, specifying, in the event that Landlord denies its consent to such Transaction or determines that any such documentation or any such information does not establish such compliance, the reason for such denial or determination. If Landlord shall not have notified Tenant of such denial or determination within such period, it shall be deemed to have consented to the proposed Transaction if

such consent is required and to have determined that the documents and the information submitted establish compliance with the provisions of this Article 10. Even if Landlord has consented to the proposed Transaction if such consent is required and/or has determined that the documents and information establish compliance with the provisions of this Article 10, such consent and/or determination shall be conditioned upon the delivery to Landlord of executed documents substantially the same as those previously delivered to Landlord for review. In the event Landlord shall be deemed to have consented to any such Transaction in accordance with this Section 10.1(d), Landlord shall, upon request by Tenant, confirm in writing Landlord's consent within fifteen (15) days of Tenant's request therefor.

(e) Subject to compliance by a Mortgagee with the provisions of Article 33 hereof, the foregoing requirement of consent by Landlord shall not apply to the acquisition of Tenant's leasehold interest in the Premises by such Mortgagee or its nominee or designee, or a purchaser at a foreclosure sale (provided that any such nominee or designee or purchaser at a foreclosure sale shall be subject to Landlord's approval) through the foreclosure of the applicable Mortgage or through a deed or instrument of transfer delivered in lieu of such foreclosure, so long as such Mortgagee, nominee, designee or purchaser shall, in the instrument transferring to such Person the interest of Tenant hereunder, assume and agree to perform all of the terms, covenants and conditions of this Lease thereafter to be observed or performed by Tenant, subject to the provisions of Section 41.8 hereof. Each reference in this Section 10.1(e) to "Mortgagee" shall be deemed to include a wholly owned subsidiary (direct or indirect) of such Mortgagee or its direct parent, provided such Mortgagee has delivered to Landlord a written notice advising that such a subsidiary should be so deemed and certifying (i) that such subsidiary is wholly owned (direct or indirect) by such Mortgagee or its direct parent and (ii) that such subsidiary is authorized to act in the place and stead of such Mortgagee. In no event may the interest of Tenant in this Lease be acquired by a Prohibited Person. If Landlord's approval under this Section 10.1(e) is required, Landlord shall not

unreasonably withhold or delay its consent provided that (i) in Landlord's reasonable judgment, the applicable nominee, designee or purchaser satisfies the criteria for management or has hired a managing agent that satisfies the criteria for management under Section 23.5(b) of this Lease, and (ii) if Tenant is not a Cornell Entity, the applicable nominee, designee or purchaser is not an affiliate of Tenant or Developer.

Section 10.2

(a) No Transaction shall have any validity except upon compliance with the provisions of this Article 10, including the payment of the Transaction Payment, if applicable. The Transaction Payment shall be payable by Tenant with respect to any Transaction, whether or not Landlord's consent is required therefor under Section 10.1 of this Lease, unless the applicable Transaction is subject to an exemption set forth in subparagraph (b) of this Section 10.2.

(b) The Transaction Payment shall not apply to the following Transactions:

(i) The acquisition of Tenant's interest in the Premises by a Cornell Entity, provided the same occurs on or before the Payment Date.

(ii) A Transaction to or with an Affiliate of Tenant Controlled by Tenant (or to or with any Affiliate of Tenant (regardless of whether it is Controlled by Tenant) if Tenant is a not-for-profit institution that does not have ownership interests).

(iii) The acquisition of the leasehold interest in the Premises by a Mortgagee or its nominee or designee by foreclosure or assignment in lieu of foreclosure or by a third-party purchaser at a foreclosure sale, as set forth in Section 10.1(e) hereof (with the approval of Landlord of the acquiring Person if required under such Section 10.1(e)).

(iv) a Qualifying Merger.

Notwithstanding anything to the contrary in this Section 10.2(b), no Transaction shall be exempt from the payment of a Transaction Payment if it is effectuated or structured for the purpose of disguising the receipt of Transaction Proceeds or otherwise avoiding the payment of a Transaction Payment that

would otherwise apply. Landlord and Tenant acknowledge that notwithstanding Landlord's willingness to accommodate transactions among the East Side Medical Institutions to permit such institutions to operate in the City of New York, it is the intent of the parties that receipt of Transaction Proceeds by Tenant in such a transaction will obligate Tenant to make the appropriate Transaction Payment to Landlord.

(c) In the case of the conversion of the Premises or any part thereof to cooperative or condominium ownership, Tenant shall be required to pay to Landlord, as Additional Rent, the Conversion Payment with respect thereto. Landlord shall have a lien on (i) unsold condominium units owned by the sponsor under the conversion (or its successor as owner of unsold units) or (ii) unsold shares and the appurtenant proprietary leases owned by the sponsor under the conversion (or its successor as the holder of unsold shares) to secure the payment of the applicable Conversion Payment. A Conversion Payment in the amount of two and one-half percent (2-1/2%) of the gross sales proceeds shall be due and payable at the time of each individual unit sale. On the last day of each month beginning on the date on which the gross sales prices of individual units so sold exceeds the aggregate amount of the Minimum Price Threshold, and ending on the date that the last individual unit is sold, the aggregate Conversion Payments for the conversion shall be recomputed in accordance with the definition of "Conversion Payment," and any additional funds that may be due and payable for the Conversion Payment shall be promptly delivered to Landlord.

(d) Following any conversion of the Premises to cooperative or condominium ownership, upon any subsequent sale of a cooperative or condominium Unit, the Unit owner or tenant-shareholder shall be required to pay to Landlord the Cooperative/Condominium Resale Transaction Payment. The board of directors of the cooperative corporation or the board of managers of a condominium shall be responsible for the collection of the applicable Cooperative/Condominium Resale Transaction Payment and its prompt delivery to Landlord. Tenant shall promptly provide to Landlord such information regarding the conversion, the sale of Units and the Conversion Payment(s) with respect thereto as Landlord may reasonably require.

Section 10.3 Any consent by Landlord under Section 10.1 above shall apply only to the specific Transaction thereby authorized and shall not relieve Tenant from any requirement hereunder of obtaining the consent of Landlord to any further Transaction.

Section 10.4 (a) All agreements for the rental or occupancy of residential or other space in the Building are referred to herein as "Subleases," and the named tenants or subtenants under such Subleases are referred to herein as "Subtenants." Each Sublease shall obligate the Subtenant pursuant thereto to occupy and use the premises included therein for purposes consistent with this Lease, the Master Lease, and the certificate of occupancy for the Building. Tenant shall promptly and diligently enforce all of its rights as the landlord under all Subleases in accordance with the terms thereof.

(b) Tenant may, without Landlord's consent, but subject to the provisions of Section 10.1(c) and this Section 10.4, enter into Subleases for the rental of residential space in the Building, or the occupancy of such space pursuant to licenses or concessions for periods shorter than the remainder of the Term at the time of such agreements (provided that such Subleases or other arrangements shall be for portions of the Premises consisting of less than 10% of the number of Units to any Person and such Person's Affiliates at any one time).

Section 10.5 The fact that a violation or breach of any of the terms, provisions or conditions of this Lease or of the Master Lease results from or is caused by an act or omission by any tenant, or Subtenant or any other occupant of the Building shall not relieve Tenant of Tenant's obligation to cure the same. Tenant shall take any and all reasonable steps necessary to prevent any such violation or breach.

Section 10.6 Landlord, after the occurrence of and during the continuation of an Event of Default, may, subject to the rights of any Mortgagee, collect subrent and all other sums due under Subleases, and apply the net amount collected to Rental, but no such collection shall be, or be deemed to be, a waiver of any agreement, term, covenant or condition of this Lease or the acceptance by Landlord of any Tenant as tenant hereunder, or a release of Tenant from performance by Tenant of its obligations under this Lease. This Section 10.6 shall not apply after the Specified Rental Payment is made.

Section 10.7 Notwithstanding anything to the contrary contained herein, Tenant may enter into a common driveway, maintenance and landscaping agreement with the tenants for Building #1 and Building #3, permitting common use of the driveway to be constructed within the Premises and the premises demised in respect of such Building #1 and Building #3, serving all three premises and providing for its maintenance, repair and replacement, which agreement shall be subject to Landlord's approval, such approval not to be unreasonably withheld. To the extent revised from the Final Plans and Specifications, all plans and specifications for such driveway also shall be subject to Landlord's approval, such approval not to be unreasonably withheld.

Section 10.8 At any time and from time to time upon Landlord's demand, but not more frequently than once in any twelve (12) month period or upon any default by Tenant under this Lease, Tenant promptly shall deliver to Landlord a schedule of all Subleases, setting forth the names of all Subtenants. Upon the reasonable request of Landlord, Tenant shall permit Landlord and its agents and representatives to inspect all Subleases and, at Tenant's expense, to make copies thereof.

Section 10.9 All Subleases shall provide that (a) they are subject to this Lease and to the Master Lease, (b) the Subtenants will not pay rent or other sums under the Subleases for more than one (1) month in advance (excluding security and other deposits required under such Sublease), and (c) at Landlord's option, on the termination of this Lease pursuant to Article 24, the Subtenants will attorn to, or enter into a direct sublease on identical terms with, Landlord.

Section 10.10 Tenant shall not convert the Premises, Tenant's interest therein or any part thereof to cooperative or condominium ownership without the prior written approval of Landlord (which may be withheld by Landlord based upon the criteria set forth below and which may be conditioned upon Tenant entering into such amendments of this Lease as may be appropriate in connection with cooperative or condominium ownership and, if the prospective Unit owners or tenant-shareholders are to be the individual initial occupants of the Completed Units, providing for such information on the income of such Persons and their households as Landlord requires with respect to compliance with the General Development Plan) of the offering plan and conversion documents, including, but not limited to, for a

condominium, the declaration of condominium, by-laws, unit deed, power of attorney and rules and regulations; and for a cooperative, proprietary lease, certificate of incorporation, by-laws and rules and regulations. Without limiting the generality of the foregoing, in exercising its discretion, Landlord shall take into account the applicable law and practice regarding conversions to cooperative and condominium ownership at the time in question and whether Tenant's proposal is consistent with the foregoing, this Lease, the Master Lease and the General Development Plan, whether any person involved in the proposed submission is a Prohibited Person, and the terms and conditions of other such conversions in the City of New York at the time in question. Tenant shall upon Landlord's request therefor pay to Landlord all out-of-pocket costs and expenses incurred by Landlord in connection with any such conversion and amendments to this Lease in connection therewith. If Landlord grants such approval, Landlord shall, at no cost to Landlord, promptly enter into such documents as may be reasonably requested by Tenant in order to implement the conversion, provided that no such document shall adversely affect any of Landlord's rights under this Lease. The parties acknowledge that the method for determining the amount of the Conversion Payment in respect of a conversion and initial sales of units has been fully negotiated and agreed upon and will not be re-negotiated as part of the approval process under this Section 10.10. Furthermore, the Premises may be converted to condominium ownership without payment of a Conversion Payment or Transaction Payment provided that (a) following the conversion, the owner of each condominium unit shall be an East Side Medical Institution, and (b) Tenant satisfies the other requirements of this Section 10.10. Landlord acknowledges that notwithstanding the foregoing, it has agreed that Tenant may make such a conversion subject to Landlord's review and approval rights under this Section 10.10. In such event, any Transfer or sale of any such unit by an East Side Medical Institution, and any subsequent Transfers or sales thereof, shall be subject to Landlord's approval and a Transaction Payment shall be payable in connection therewith, to the extent the same would be payable by Tenant hereunder under the same circumstances.

ARTICLE 11

CONSTRUCTION OF THE BUILDING; OTHER OBLIGATIONS

Section 11.1 Construction of the Building. Tenant, in conjunction with Developer, shall cause the Building to be constructed at Tenant's sole cost and expense, and cause Substantial Completion of the Building to occur, within twenty-four (24) months after the date hereof, subject to "Unavoidable Delay" (as such term is defined in the Development Agreement) and in accordance with the terms and conditions of the Construction Agreements. Landlord has approved the Final Plans and Specifications in regard to compliance with the Southtown Plan and Project as approved by the RIOC Board of Directors on September 22, 1999, the General Development Plan and the Design Guidelines.

Section 11.2 Maintenance of Municipal Utilities. Without any cost or expense to Tenant (other than the payment of Rental), Landlord shall be responsible for the maintenance and repair of, including replacements as necessary, the following utilities servicing the Premises to the extent that New York City would be so responsible as the local municipal government as a matter of law if New York City had, in the absence of any contractual or lease obligations whatsoever, constructed same in a public street, right of way, or in other public areas and agreed to assume control and management of same:

(i) the sewer main and pumping stations located on Roosevelt Island which serve the Premises;

(ii) the water mains located on Roosevelt Island which serve the Premises;

(iii) all water main and fire hydrants which serve the Premises; and

(iv) the storm drainage line or replacement thereof.

If Landlord shall fail to maintain and repair the utilities as set forth in this Section 11.1, Tenant, in addition to any other rights it may have by reason of such failure of Landlord, may obtain such utilities from another source. Landlord's obligations, if any, with respect to such utilities shall terminate as of the respective date or dates upon which (or to the extent that) responsibility for such maintenance and repair shall be assumed by New York City.

Tenant, at Tenant's expense, shall be responsible for the maintenance, repair and replacement of paths and walkways within the Premises and for snow removal within the Premises (and, to the extent required by applicable law, the repair, maintenance, replacement and/or snow removal, in respect of any sidewalks adjacent to the Premises, but not including the East River promenade to the west of the Premises which is maintained by RIOC as a public facility).

Section 11.3 Rules and Regulations. Tenant agrees that, throughout the Term of this Lease, Tenant shall comply, and cause its agents, employees and servant to comply, with the Rules and Regulations. In the event that Tenant shall fail to comply with the Rules and Regulations, Landlord may, after notice to Tenant and continuance of such failure by Tenant for ten (10) days after the giving of such notice, perform any act on Tenant's part to be made or performed in order to comply with the Rules and Regulations, at Tenant's sole cost and expense. Nothing in this Section 11.3 shall affect Tenant's rights under Section 24.1(B), if applicable.

Section 11.4 Sea Wall. Tenant shall not make any holes in the sea wall without the prior written consent of Landlord. Landlord shall not unreasonably withhold its consent for work on or relating to the sea wall in connection with a water taxi operated by Tenant, subject to the provisions of Section 40.5 of this Lease.

ARTICLE 12

REPAIRS

Section 12.1 Tenant's Obligation to Maintain and Repair Premises. Subject to the provisions of Sections 11.2 and 40.4 hereof, Tenant, at its sole cost and expense, throughout the Term, shall keep and maintain the Premises in good and safe order and condition, including, without limiting the generality of the foregoing, the Building, roofs, foundations and appurtenances thereto, all sidewalks, vaults, sidewalk hoists, railings, lawns, trees, shrubs, gutters and curbs contained in the Premises, or in front of or adjacent to the Premises, if any (but not including the East River promenade to the west of the Premises which is maintained by RIOC as a public facility), water, sewer and gas connections to mains on or adjacent to and directly and solely servicing the Premises, pipes and mains on or adjacent to and directly and solely servicing the Premises (except to the extent and only as long as such pipes and mains are required to be maintained by Landlord pursuant to Section 11.2 hereof), and all other fixtures, machinery and Equipment and shall make all repairs therein and thereon, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen, necessary to keep the same in good and safe order and condition, howsoever the necessity or desirability therefor may occur, and whether or not necessitated by wear, tear or defects, latent or otherwise; provided, however, that Tenant's obligations with respect to Restoration resulting from a casualty or condemnation shall be as provided in Articles 8 and 9 hereof. Tenant shall not commit or suffer, and shall use all reasonable precaution to prevent waste, damage, or injury to the Premises. When used in this Section 12.1, the term "repairs" shall include all required replacements and alterations. All repairs made by Tenant shall be equal in quality and class to the original work and shall be made in compliance with the laws, Rules and Regulations and with the laws, regulations, codes, and rules of New York City and all other Governmental Authorities having jurisdiction over the Premises, and as to policies of insurance, the New York Board of Fire Underwriters or any successor thereto.

Section 12.2 Tenant's Obligation to Keep Premises Clear. Tenant, at its sole cost and expense, also shall repair, and keep clean and free from dirt, snow, ice, rubbish, obstructions and encumbrances,

the Premises, including the sidewalks, vaults, sidewalk hoists, lawns, trees, shrubs, gutters, railings and curbs within the Premises, (or in front of or adjacent to the Premises, if any, to the extent required by law, but not including the East River promenade to the west of the Premises which is maintained by RIOC as a public facility).

Section 12.3 Tenant's Assumption of the Maintenance and Management of the Premises. During the Term, Landlord shall have no duty or obligation to make any alteration, change, improvement, replacement, Restoration or repair to, or to demolish, the Building. Tenant assumes the full and sole responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance and management of the Premises during the Term. Particularly, but without limitation of the immediately foregoing covenant, Tenant shall not clean nor require, permit, suffer nor allow any window in the Building to be cleaned from the outside in violation of Section 202 of the New York Labor Law or of the rules of the Industrial Board or other state, county or municipal department, board or body having or asserting jurisdiction.

ARTICLE 13

CHANGES, ALTERATIONS AND ADDITIONS

Section 13.1 Capital Improvements.

(a) From and after Completion of the Building, Tenant shall not demolish, replace or materially alter the Building, or any part thereof (but not including Equipment, which shall be governed by the provisions of Article 15), or make any addition thereto or construct any additional Building on the Premises or make any alteration of any kind to the Material Specifications, whether voluntarily or in connection with a repair or Restoration required by this Lease (any such action being herein referred to as a "Capital Improvement"), unless Tenant shall (i) comply with the requirements of the Design Guidelines and the Master Lease, and (ii) provide prior written notice of any such Capital Improvement to Landlord. Following the Completion of the Building, Tenant may, without Landlord's consent (but with prior notice to Landlord), increase the number of initially Completed Units in the Building by not more than ten (10%) percent or decrease the number of initially Completed Units in the Building by not more than fifteen (15%) percent; provided, however, that no decrease in the number of Completed Units, whether or not requiring Landlord's consent hereunder, shall diminish the amount of Tenant's obligation for Monthly Public Safety Payments under Section 3.1(ii) of this Lease or diminish the amount of any other obligation of Tenant hereunder that is based on the number of Completed Units (whether by number or as a percentage of residential units on Roosevelt Island).

(b) Tenant acknowledges that Landlord has exclusive rights to the installation of antennae or cell towers in connection with cellular switching stations on Roosevelt Island, namely all such installations are maintained at the Roosevelt Island Tram Station and Tenant shall not permit the installation of antennae or cellular switching stations in connection with cellular service to third parties on the Premises. Except as provided in Section 13.1(c)

below, Tenant shall not install band width data network capability without the express written agreement of Landlord, which agreement shall be negotiated in good faith between the parties to achieve a reasonable return to Landlord in connection therewith, in addition to the Rental provided hereunder.

(c) Subject to Section 13.1(d) below, Tenant may install without Landlord's consent (a) equipment in connection with telecommunications services (i) commonly provided to residential tenants of new apartment buildings in New York County, New York from time to time, such as telephone, internet and cable and other telecommunications services and (ii) for the purpose of internal communication with Cornell Entities ((i) and (ii) collectively, the "Permitted Telecommunications Equipment"), and (b) rooftop telecommunications equipment installed on the rooftop in connection with Permitted Telecommunications Installations (the "Permitted Rooftop Equipment," the Permitted Telecommunications Equipment and the Permitted Rooftop Equipment, collectively, the "Permitted Telecommunications Installations").

(d) Landlord shall have the right to approve the location and appearance of any Permitted Rooftop Equipment, taking into account that Permitted Rooftop Equipment shall be installed in a location which shall not cause interference to other tenants, occupants and properties on Roosevelt Island. If interference occurs, Tenant shall cooperate (and cause any third party service provider to reasonably cooperate) with Landlord to eliminate such interference. Landlord may withhold its consent on the ground that the provision of any proposed service by Tenant or others would violate any presently existing exclusive arrangement to which Landlord is a party. No presently existing exclusive of Landlord would affect the facilities described in Section 13.1(c) above. Tenant shall make the payments from telecommunications services set forth in Section 3.2(c).

(e) Except as otherwise provided in this Section 13.1, Tenant shall not install for the benefit of third parties (or permit others to install for the benefit of third parties) any

telecommunications facilities or equipment (including, without limitation, rooftop equipment) without Landlord's prior written consent.

(f) Landlord shall endeavor to exercise reasonable control over other telecommunications facilities hereinafter installed on Roosevelt Island so as not to unreasonably interfere with Tenant's then existing Permitted Telecommunications Installations.

ARTICLE 14

REQUIREMENTS OF PUBLIC AUTHORITIES AND OF INSURANCE UNDERWRITERS AND POLICIES

Section 14.1 Compliance With Requirements. Except as otherwise specifically provided herein, Tenant, at its sole cost and expense, shall promptly comply with any and all present and future acts, laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including, without limitation, the applicable accessibility requirements relating to the handicapped as provided in the New York City Building Code) and executive orders which are generally applicable or applicable to areas sufficient in size more likely than not to negate any reasonable inference that it is intended only for the Premises (including the Zoning Resolution, as modified by the Zoning Waiver) (hereinafter collectively called "Requirements") irrespective of the nature of the work required to be done, extraordinary as well as ordinary, of any Governmental Authority, of any applicable Fire Rating Bureau or other body exercising similar functions with respect to policies of insurance affecting the Premises (including the sidewalks comprising a part thereof) and/or any vault in or under the same, or requiring the removal of any encroachment created by Tenant, or any Person claiming by, through or under Tenant, over land not forming part of the Premises, or affecting the construction, maintenance, use or occupation of the Premises, whether or not the same involves or requires any structural changes or additions in or to the Premises, and irrespective of whether or not such changes or additions are required on account of any particular use to which the Premises, or any part thereof, may be put. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to comply with the Requirements of Landlord that are in conflict with the express provisions of this Lease (other than New York City, should it become Landlord under this Lease, where such Requirements are imposed solely in its governmental capacity). Notwithstanding the foregoing, Tenant shall not be required to perform any work or take any action with respect to conditions in or resulting from other properties adjacent to the Premises (not owned, leased or occupied by Tenant), which conditions (a) do not affect the use or occupancy of the Premises, (b) do not result from the use, non-use or misuse of the Premises or (c) do not result from work performed or actions

taken by Tenant. Tenant shall also comply with any and all provisions and requirements of any fire, liability or other insurance policy required to be carried by Tenant under the provisions of this Lease.

Section 14.2 Contesting Validity of Requirements. Tenant shall have the right to contest the validity of any Requirements and/or the requirements of any casualty, liability, or other insurance policy or the application thereof at Tenant's sole cost and expense. During such contest, compliance with any such contested Requirements and/or the requirements of any casualty, liability, or other insurance policy may be deferred by Tenant upon condition that, before instituting any such proceedings, if Tenant is not an Institutional Lender, and the cost of compliance as reasonably determined by Landlord exceeds the sum of $200,000, Adjusted for Inflation, Tenant shall furnish to Landlord a surety company bond or other security, in either case reasonably satisfactory to Landlord, securing compliance with the contested Requirement and/or the requirements of any casualty, liability, or other insurance policy, and payment of all interest, penalties, fines, fees and expenses in connection therewith; provided, however, that if Tenant shall be an Institutional Lender the foregoing condition shall not apply. Any such proceeding instituted by Tenant shall be begun as soon as is reasonably possible after the issuance of any such contested matters and shall be prosecuted to final adjudication with reasonable dispatch. Notwithstanding the furnishing of any bond or security, Tenant shall promptly comply with any such Requirements and/or the requirements of any casualty, liability, or other insurance policy and compliance shall not be deferred if at any time the Premises, or any part thereof, shall be in danger of being forfeited or lost or if Landlord shall be in danger of being subjected to civil and/or criminal liability or penalty by reason of noncompliance therewith, or if by reason of any contest or delay, Landlord, in its reasonable judgment, shall be in danger of being in default under the Master Lease. Landlord shall cooperate with Tenant in any such contest to such extent as Tenant may reasonably request, and use its best efforts to cause Master Landlord to cooperate if required by applicable law, it being understood, however, that Landlord shall not be subject to any liability for the payment of any costs or expenses actually incurred by Landlord in connection with any proceeding brought by Tenant.

ARTICLE 15

EQUIPMENT

Tenant shall keep all Equipment in good order and repair, reasonable wear and tear excepted and shall replace any Equipment as necessary to maintain the operation and functioning of the Building and provide all customary building services to occupants. Notwithstanding the foregoing, Tenant shall not be required to replace any Equipment which performed a function which has become obsolete or otherwise is no longer necessary or desirable in connection with the use or operation of the Premises.

ARTICLE 16

DISCHARGE OF LIENS, BONDS

Section 16.1 No Impairment of Landlord's Interests. Subject to the provisions of Section 16.2 hereof, except as otherwise expressly permitted in this Lease, Tenant shall not do anything whereby the rights and interest of Landlord in the Premises or any part thereof might be impaired.

Section 16.2 Discharge of Liens. Except for liens resulting from work performed by or at the direction of Landlord, if any mechanic's, laborer's or materialman's lien at any time shall be filed against the Premises or any part thereof, or if any public improvement lien created or permitted to be created by Tenant and arising out of Tenant's tenancy hereunder shall be filed against any asset of or fund appropriated to Landlord, Tenant, within fifteen (15) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond. order of a court of competent jurisdiction or otherwise. Tenant shall deliver to Landlord, within ten (10) days after its receipt of same, a copy of any such notice of lien. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, and if such lien shall continue for an additional fifteen (15) days after notice by Landlord to Tenant, then in addition to any other right or remedy Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord with all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the Involuntary Rate from the respective dates of Landlord's making of the payment or incurring of the costs and expenses, shall constitute Rental payable by Tenant under Article 3 of this Lease and shall be paid by Tenant to Landlord within ten (10) days after demand. Notwithstanding the foregoing provisions of this Section 16.2, Tenant shall not be required to discharge any such lien if such lien arises by reason of a debt or liability of Landlord for which Tenant is not otherwise liable under the provisions of this Lease or if

Tenant is in good faith contesting the same and has furnished a security bond or other such security reasonably satisfactory to Landlord in an amount sufficient to pay such lien with interest and penalties.

Section 16.3 Contractors. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of materials that would give rise to the filing of any lien against the Premises or any part thereof or any asset of or fund appropriated to Landlord. Notice is hereby given, and Tenant shall cause all Construction Agreements to provide, that Landlord shall not be liable for any work performed or to be performed at the Premises for Tenant or any Tenant whatsoever or for any materials furnished or to be furnished at the Premises for any of the foregoing, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Premises or any part thereof or any asset of or fund appropriated to Landlord.

Section 16.4 No Power to Affect Landlord's Interests. Tenant shall have no power to make any contract which may create, or to do any act which shall cause, any lien, mortgage or other encumbrance which encumbers the leasehold estate created by the Master Lease or assets of or funds appropriated to Landlord, or of any fee interest in the Premises. Nothing in this Section 16.4 shall prohibit Tenant from granting a mortgage encumbering its leasehold estate pursuant to Article 33 of this Lease.

ARTICLE 17

REPRESENTATIONS

Section 17.1 Tenant Representations.

(a) Tenant represents that Tenant is fully familiar with the Master Lease, the General Development Plan, the Premises and the physical condition thereof, the status of title to the Premises and the Title Matters. Tenant accepts the Premises in the existing condition and state of repair.

(b) Tenant represents that, as of the date hereof Tenant is a limited liability company duly organized, and in good standing under the laws of the State of New York. Tenant has all requisite power and authority to execute. deliver and perform this Lease and has taken all action required by law, its organizational documents or otherwise to authorize the execution and delivery of this Lease and the consummation of the transaction contemplated hereby. Upon due execution and delivery of this Lease by both parties, this Lease will be a valid and binding obligation of Tenant, subject to the terms hereof.

(c) Prior to execution of this Lease, Tenant shall deliver to Landlord a certificate executed by the Managing Member of Tenant on Tenant's behalf, setting forth (x) in the case of a partnership or a limited liability company as Tenant hereunder the names and addresses of all general partners or members thereof and all other partners or members of Tenant, (y) in the case of a corporation as Tenant hereunder (other than a corporation whose common stock is traded over the New York Stock Exchange, the American Stock Exchange, or any nationally recognized over-the-counter market, or which is an institutional Lender), the names and addresses of all persons having record ownership of stock in, and all directors and officers of, Tenant (in the event that any of the Persons subject to disclosure under Sections 17.1(b)(ii)(x) or 17.1(b)(ii) above shall be a partnership or corporation, each partner and stockholder thereof shall be subject to

similar disclosure requirements, and these disclosure requirements shall continue to be applied transitively until the individual partners and/or stockholders have been disclosed).

(d) Upon request of Landlord, or prior to any Assignment, Transfer, Financing or Refinancing, Syndication or Major Subletting, Tenant shall execute and deliver to Landlord an updated certificate confirming or updating the information (with such changes as may be appropriate to reflect the then current state of facts) set forth in Section 17.1(b) and Section 17.1(c).

Section 17.2 No Landlord Representations and Warranties. Except as otherwise expressly provided in this Lease,

(a) Tenant warrants that no representations, statements or warranties, express or implied, have been made by or on behalf of Landlord with respect to the status of title to the Premises, the Title Matters, the physical condition (including subsurface condition) of the Premises, Roosevelt Island, the occupants thereof, the utilities, infrastructure or subway thereon or connecting thereto, any laws, regulations, rules or orders applicable thereto, the Island Services, or the Master Lease, that Tenant has relied on no such representations, statements or warranties, and that Landlord shall in no event whatsoever be liable by reason of any such representations, statements or warranties or for any latent or patent defects in the Premises.

(b) Tenant further warrants that, except as set forth in Section 17.3 hereof, no representations, statements or warranties, express or implied, have been made by or on behalf of Landlord, with respect to the transaction pursuant to which Landlord has leased the Premises under the Master Lease and leased the same to Tenant, or the laws applicable to this transaction, that Tenant has relied on no such representations, statements or warranties and that Landlord shall in no event whatsoever be liable by reason of any such claimed misrepresentations or breach of warranties.

Section 17.3 Landlord Representations. Notwithstanding the foregoing, Landlord represents that as of the date hereof:

(a) annexed hereto as Exhibit C is a true and complete copy of the Master Lease and that the Master Lease is in full force and effect. The Master Lease and the General Development Plan have not been further amended, modified or supplemented.

(b) Except as provided in Exhibit F annexed hereto, there is no litigation or proceeding pending or, to Landlord's knowledge. threatened against or relating to the Premises, other than actions for personal injury and property damage covered by insurance.

(c) Landlord has no knowledge of any pending or threatened condemnation or eminent domain proceedings that would affect the Premises.

(d) Landlord is a public benefit corporation duly organized and subsisting under the laws of the State of New York, and has all requisite power and authority to execute, deliver, and perform its obligations under this Lease, and has taken all necessary corporate action to authorize the execution and delivery of this Lease. Upon due execution and delivery of this Lease by both parties, this Lease will be a valid and binding obligation of Landlord, subject to the terms hereof.

ARTICLE 18

LANDLORD NOT LIABLE FOR INJURY OR DAMAGE, ETC

Section 18.1 No Liability of Landlord For Injury. Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in or about the Premises and its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Tenant or any other person which may be caused by any fire or breakage, or by the use, misuse or abuse of any of the elevators, hatches, openings, installations, stairways or hallways, or which may arise from any other cause whatsoever unless caused by the wrongful acts or negligence of Landlord, or its agents or employees in their capacities as agents or employees of Landlord.

Section 18.2 No Liability of Landlord For Leaks, Etc. Landlord shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or person or to the Premises caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface area or from any part of the Premises, or leakage of gasoline or oil from pipes, appliances, sewer or plumbing works therein, or from any other place, nor for interference with light or other incorporeal hereditaments by anybody, or caused by any public or quasi-public work, unless any of the foregoing results from the negligence or wrongful acts of Landlord, or its agents or employees in their capacities as agents or employees of Landlord.

ARTICLE 19

INDEMNIFICATION OF LANDLORD

Section 19.1 Obligation to Indemnify. Tenant shall indemnify and save harmless Landlord, RIOC, New York City, UDC, the State of New York and any agency or subdivision thereof, or their respective successors, assigns, agents and employees, against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including without limitation, reasonable architects' and attorneys' fees and disbursements, which may be imposed upon or asserted against or reasonably incurred by Landlord, RIOC or New York City, UDC, the State of New York or any agency or subdivision thereof by reason of any of the following occurring during the Term unless caused by the negligence or wrongful acts of Landlord, RIOC or New York City, UDC, the State of New York or any agency or subdivision thereof, or their respective successors, assigns, agents or employees:

(a) Construction. Until the Payment Date, construction of the Building or any other work or thing done in, on or about the Premises or any part thereof or pursuant to this Lease or the Construction Agreements, except to the extent required to be performed or paid by Landlord (provided that after the Payment Date Landlord shall continue to have any warranty rights and rights under construction guarantees with respect to Developer, Affiliates of Developer and other parties to the Construction Agreements);

(b) Operation. Any use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Premises or any part thereof attributable to the negligent or wrongful acts of Tenant or its agents or employees, including, without limitation, the AVAC, any street, alley, sidewalk, curb, vault or passageway comprising a part of the Premises or adjacent thereto;

(c) Acts of Tenants. Any act or failure to act on the part of Tenant or any Subtenant or any of its or their respective agents, contractors, servants, employees, licensees or invitees on or about the Premises;

(d) Injury. Any accident, injury (including death) or damage to any person or property occurring in, or about the Premises or any part thereof or in, on or about any street, alley, sidewalk, curb, vault or passageway comprising a part thereof or adjacent thereto, which accident, injury or damage is attributable to Tenant's acts or failure to act or its agents or employees;

(e) Liens. Any lien or claim which may be alleged to have arisen against or on the Premises or any lien or claim created or permitted to be created by Tenant and which arises out of Tenant's tenancy hereunder, against any assets of or funds appropriated to Landlord under the laws of the State of New York or of any other governmental entity or any liability asserted against Landlord with respect thereto not arising by reason of a debt or liability of Landlord for which Tenant is not otherwise liable under the provisions of this Lease;

(f) Tax. Any tax attributable to the execution, delivery or recording of this Lease; provided, however, that Landlord shall complete, execute and file all documents reasonably required to obtain exemptions from any such tax to the extent available;

(g) Contest. Any contest by Tenant permitted pursuant to the provisions of Articles 4, 14 and 27 hereof, except as otherwise provided therein;

(h) Sublease. Any and all liabilities, claims, and causes of action against Landlord or the landlord under the Master Lease arising under any Subleases affecting the Premises or any part thereof;

(i) Tenant Default. Until the date of Completion of the Building, any failure on the part of Tenant to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in the Construction Agreements (provided that after the date of Completion of the Building Landlord shall continue to have any warranty rights and rights under construction guarantees with respect to Developer, Affiliates of Developer and other parties to the Construction Agreements, and such rights are not diminished hereby), and at all times during the Term any such failure with respect to the

Subleases or other contracts and agreements affecting the Premises, on Tenant's part to be kept, observed or performed; or

(j) Rental. Any failure on the part of Tenant to pay Rental or to perform or comply the covenants, agreements, terms or conditions contained in this Lease, or on its part to be performed or complied with and the exercise by Landlord of any remedy provided in this Lease with respect thereto.

Section 19.2 Survival. The provisions of this Article 19 and all other indemnity provisions elsewhere contained in this Lease shall survive the Expiration Date with respect to actions or the failure to take any action arising on or prior to the Expiration Date.

Section 19.3 Tenant Obligations Not Affected By Failure To Insure. The obligations of Tenant under this Article 19 shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises.

Section 19.4 Tenant Shall Defend Actions Against Landlord. If any claim, action or proceeding is made or brought against Landlord by reason of any event as to which Tenant is indemnifying Landlord pursuant to Section 19.1 hereof, then, upon demand by Landlord, Tenant, at its sole cost and expense, shall resist or defend such claim, action or proceeding in Landlord's name, if necessary, by the attorneys for Tenant's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys as Landlord shall approve, which approval shall not be unreasonably withheld or delayed. Landlord agrees that in the event Landlord is named as a party to an action, Landlord will reasonably cooperate with Tenant in the conduct of the proceedings, but Tenant shall control all decisions in respect of the litigation and settlement of such claims. Notwithstanding the foregoing, Landlord may engage its own attorneys to defend it or to assist in its defense at its own cost and expense. The indemnification obligations imposed upon Tenant under Section 19.1 shall not apply to any settlement separately agreed to by Landlord without Tenant's written consent, nor if Landlord retains its own attorneys and such retention will materially impair or materially diminish Tenant's insurance coverage and Landlord has been

so advised in writing by Tenant's insurer. Landlord shall promptly provide to Tenant copies of all legal papers, notices, summonses and complaints received by Landlord with respect to matters for which Landlord claims entitlement to indemnification hereunder.

Section 19.5 No Third Party Rights. Nothing in this Article 19 shall imply or provide a greater right on the part of third persons against Tenant than exists at law and no person who is not a party to this Lease shall have any rights pursuant to this Article 19.

Section 19.6 Mutual Brokerage Indemnification. Landlord and Tenant each represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease or the transactions contemplated by this Lease. Each party shall indemnify and hold harmless the other party against all claims, costs, expenses, losses and liabilities arising from or in connection with a breach or alleged breach of the foregoing representation and warranty.

Section 19.7 Tenant Indemnification. The rights granted to Landlord in this Article 19 shall be for the benefit of and enforceable by both UDC and RIOC and the obligations of Tenant contained in this Article 19 shall run to and be enforceable by both UDC and RIOC.

ARTICLE 20

RIGHT OF ENTRY AND INSPECTION

Section 20.1 Entry. Subject to the rights of Subtenants of the Premises, Tenant shall permit Landlord and its agents or representatives to enter the Premises at all reasonable times, upon two Business Days' notice (except in cases of emergency or during construction of the Building when no notice shall be required) to Tenant, for the purpose of (a) inspecting the same and (b) making any necessary repairs thereto and performing any work therein, after the date of completion, that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work, provided, however, that, except in an emergency, Landlord shall have given Tenant a notice specifying such repairs or work and Tenant shall have failed to make said repairs or to do such work within thirty (30) days after the giving of such notice (subject to Unavoidable Delays including actions of Landlord), or if said repairs or such work cannot reasonably be completed during such thirty (30) day period, to have commenced and be diligently pursuing the same (subject to Unavoidable Delays including actions of Landlord). In the event of an emergency, Landlord shall endeavor to advise Tenant of such emergency in such manner as, in the circumstances, shall be practicable.

Section 20.2 Repair. Nothing in this Article 20 or elsewhere in this Lease (other than as specifically provided in Article 11 and Article 40 hereof) shall imply any duty upon the part of Landlord to do any work; and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord, during the progress of any such work, may keep and store at the Premises all necessary materials, tools, supplies and equipment. Landlord shall use reasonable efforts to minimize damage and interference with the conduct of business in or use of such space in connection with Landlord's exercise of its rights under this Article 20 and, subject to the foregoing, Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant or any Tenant, by reason of making such repairs or the performance of any work pursuant to Section 20.1, or on account of bringing materials, tools, supplies and equipment into the Premises during the course thereof and the obligations of Tenant under this Lease shall not be affected thereby. If Landlord undertakes such

work or repairs, such work or repairs shall be commenced and completed in a good and workmanlike manner and with reasonable diligence, subject to Unavoidable Delays and in such a manner as not to interfere more than is reasonably necessary, given the nature of the repairs, with the conduct of business in or use of such space.

ARTICLE 21

LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

Section 21.1 Failure To Pay An Imposition, Etc. If Tenant shall at any time fail (a) to pay any Imposition in accordance with the provisions of Article 4 hereof, or (b) to take out, pay for, maintain or deliver any of the insurance policies provided for herein, or (c) to pay any Rental hereunder, or (d) to perform any other act on its part to be made or performed, then Landlord, without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to):

(i) after ten (10) days' prior written notice to Tenant, pay any Imposition required to be paid by Tenant pursuant to the provisions hereof, or

(ii) if Tenant has not renewed or obtained replacement insurance at least fifteen (15) days prior to expiration of an existing insurance policy, take out, pay for and maintain any of the insurance policies provided for herein with customary insurance carriers at commercially reasonable rates, or

(iii) after notice to Tenant and continuance of such failure by Tenant for thirty (30) days after the giving of such notice, pay any Rental or deposits payable by Tenant hereunder, or perform any other act on Tenant's part to be made or performed as in this Lease provided; and may enter upon the Premises for the purpose and take all such action thereon as may be necessary therefor.

Section 21.2 No Waiver. All reasonable sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Involuntary Rate from the respective dates of Landlord's making of each such payment, shall be paid out of available insurance proceeds and if not available or there is a deficiency, by Tenant to Landlord within ten (10) days after demand. Any payment or performance by Landlord pursuant to the foregoing provisions of this Article 21 shall not be nor be deemed to be a waiver or release of the breach or default of Tenant with respect thereto or of the right of Landlord to terminate this Lease, institute summary proceedings and/or take such other action as may be permissible hereunder if an Event of

Default by Tenant shall have occurred. Landlord shall not be limited, in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid, but Landlord also shall be entitled to recover, as damages for such breach, the amount of any loss and damages that were required to have been insured pursuant to the provisions of this Lease plus all costs and expenses of suit, including reasonable attorneys' fees and disbursements, suffered or incurred by reason of damage to or destruction of the Premises.

ARTICLE 22

RENT ABATEMENT

Except as otherwise expressly provided in this Lease, there shall be no abatement, diminution or reduction of Rental payable by Tenant hereunder or of the other obligations of Tenant hereunder under any circumstances.

ARTICLE 23

USE AND MANAGEMENT OF PREMISES

Section 23.1 Permitted Use. Subject to Section 23.3 hereof and other provisions of this Lease, Tenant (a) shall use the Premises solely for residential dwelling units providing safe, sanitary and sound housing for the occupants thereof and incidental recreational and community space, and other ancillary uses including a laundry and/or health club to service residents of the Building, in accordance with the provisions of Section 23.2 hereof and the certificate of occupancy therefor, (b) shall observe and comply with the Rules and Regulations, (c) shall not sublease any portion or portions of the Premises for commercial use except as provided in clause (a) above, and (d) shall not use the Premises in any manner or for any purpose other than as permitted by this Lease and the Master Lease, including, but not limited to, the use or occupancy, or to permit the use or occupancy, of the Premises, or any part thereof, for the purpose of a drug or alcohol rehabilitation facility or other health-related or mental treatment facility, or in any manner which in Landlord's judgment, shall adversely affect or materially interfere with any services furnished in any of the buildings or facilities located on Roosevelt Island.

Section 23.2 No Illegal or Hazardous Use. Tenant shall not use or occupy, nor permit or suffer the Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, or for any disreputable, dangerous, noxious or extra hazardous business, use or purpose, or in such manner as to constitute a nuisance of any kind (public or private) that Landlord reasonably deems offensive by reason of odors, fumes, dust, smoke, noise or other pollution, or for a purpose or in a manner likely to cause structural injury in the Building or for any dangerous or noxious trade or business, or for any purpose or in any way in violation of the certificate of occupancy or of any applicable present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations, or which may make void or voidable any insurance then in force on the Premises. Upon the discovery of any such unlawful, illegal, disreputable or extra hazardous use, Tenant shall immediately take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any Subtenants, licensees, concessionaires or other occupants guilty of such unlawful, illegal, disreputable or extra

hazardous use. Nothing in this Section shall be deemed to prevent Tenant from contesting the validity of any Requirement or the application thereof in accordance with the provisions of Section 14.2 hereof.

Section 23.3 Permitted Use under the General Development Plan. Pursuant to the General Development Plan, housing in the so-called "South Town Area" (of which the Premises comprise a part) is to be leased and occupied by persons that fall within certain income groupings ("Required Income Mix") as follows: (a) 10 to 20 percent for persons and families whose incomes do not exceed 50 percent of the prevailing median income in the New York City Metropolitan Area and for persons and families whose incomes do not exceed 80 percent of the prevailing median income in the New York City Metropolitan Area (herein "Category 1"); (b) 30 to 40 percent for persons and families whose incomes do not exceed 120 percent of the prevailing median income in the New York City Metropolitan Area and for persons and families whose incomes do not exceed 148 percent of the prevailing median income in the New York City Metropolitan Area (herein "Category 2"); and (c) 40 to 60 percent for persons and families who can afford conventionally financed and fully tax-paying units or market-rate units (herein "Category 3").

Tenant shall use diligent efforts to initially sublease the Completed Units only to staff members and graduate students of Cornell University, including students participating in combined degree programs with any one of the East Side Medical Institutions. In addition, Tenant shall supply to Landlord the salary information of that member of the sublessee's family or household who shall be an employee of Cornell University. In furtherance of compliance with the General Development Plan, Tenant will deliver to each sublessee a sealed envelope containing instructions from and information requested by Landlord from residents of Roosevelt Island. Each prospective Subtenant will be told that Landlord requests that each Subtenant supply the information requested and that such information should be mailed as Landlord shall direct in a postage prepaid envelope which will be included in the package from Landlord.

Landlord notes, for information purposes only, in furtherance of its compliance with the General Development Plan, that individuals shall not be considered of low-income unless the Tenant shall determine that such individuals can reasonably be expected to have a continuing need for rental

assistance. For those unit households which meet the income criteria described below, upon Landlord's approval of the financial information, the Completed Unit will be credited towards Developer's obligations under the General Development Plan. In accordance with Section 142(d)(2)(B) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereunder, the incomes of individuals and Area Median Income shall be determined in a manner consistent with determinations of lower income individuals or families under Section 8 (or if such program is terminated, under such program as was in effect immediately before such termination).

Section 23.4 No Adverse Possession. Tenant shall not suffer or permit the Premises or any portion thereof to be used by the public without restriction or in such manner as might reasonably tend to impair title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of, adverse usage or adverse Possession by the public, as such, or of implied dedication of the Premises or any portion thereof.

Section 23.5 Management of Premises. Tenant shall operate the Premises in accordance with this Lease, the General Development Plan and the Master Lease.

(b) Tenant shall employ a managing agent who (i) performs all of the management functions that managing agents of multi-tenanted residential apartment buildings located in New York County of a size comparable to the Building customarily perform (ii) has received all requisite authorizations, licenses, permits and consents required by law to manage the Premises and (iii) has been approved by Landlord. Landlord shall not unreasonably withhold, condition or delay its approval of such managing agent so long as such managing agent shall not be a Prohibited Person and shall have at least ten (10) years of experience in New York City managing multi-tenanted residential apartment buildings of a comparable size to the Building and who has received and thereafter maintains in good standing all requisite authorizations, licenses, permits and consents referred to above in this paragraph.

(c) So long as either (i) Tenant is a Cornell Entity or (ii) a Cornell Entity owns more than fifty percent (50%) of the stock, partnership interests, membership interests or other beneficial interests of Tenant, then a Cornell Entity may manage the Premises without employing a managing agent, provided, however, that the Premises are managed and operated in a manner comparable to the management and operation of such a Cornell Entity's other residential properties and in any case in a manner comparable to the management and operation of other institutionally owned residential apartment buildings in the City of New York.

(d) The Building may be managed by an Affiliate of Developer that satisfies the criteria for residential management set forth in Section 23.5(b) above.

ARTICLE 24

EVENTS OF DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES, ETC.

Section 24.1 Events of Default. (A) Each of the following events shall be an "Event of Default" hereunder:

(a) if Tenant shall fail to pay any installment of Base Rent or Additional Rent, or any part thereof, when due, and such failure shall continue for twenty (20) days after notice thereof from Landlord to Tenant;

(b) if Tenant shall fail to make any other payment when due of Rental required to be paid by Tenant hereunder, and such failure continues for a period of thirty (30) days after notice thereof from Landlord to Tenant;

(c) if Tenant shall fail to observe or perform (subject to Unavoidable Delays) one or more of the other terms, conditions, covenants or agreements of this Lease, and such failure shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature or due to Unavoidable Delays reasonably be performed, done or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as Tenant shall have commenced curing the same within such thirty (30) day period and shall diligently and continuously, subject to Unavoidable Delays, prosecute the same to completion);

(d) if Tenant or any general partner of Tenant shall admit, in writing, that it is unable to pay its debts as such become due or shall make an assignment for the benefit of creditors;

(e) if Tenant or any general partner of Tenant shall file a voluntary petition in bankruptcy or Tenant or any general partner of Tenant shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition,

readjustment, liquidation, dissolution or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any general partner of Tenant, of all or any substantial part of its properties or of the Premises or any interest of Tenant or any general partner of Tenant, or interest therein;

(f) if within ninety (90) days after the commencement of any proceeding against Tenant or any general partner of Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, any general partner of Tenant, or any trustee, receiver or liquidator of Tenant or any general partner of Tenant, of all or any substantial part of any of their properties or of the Premises or any interest of Tenant or any general partner of Tenant therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated;

(g) if Tenant shall abandon the Premises and such abandonment shall continue for a period of ninety (90) days after notice thereof from Landlord to Tenant;

(h) if this Lease or the estate of Tenant hereunder shall be Assigned, Subleased, Transferred, Syndicated, mortgaged or encumbered without any approval of Landlord required by this Lease or without compliance with the provisions of this Lease applicable thereto and such transaction shall not be made to comply or voided ab initio within thirty (30) days after notice thereof from Landlord to Tenant, or if there is any breach or violation by Tenant of the provisions of Section 10.10 hereof, or if a Prohibited Person (or a Person

having one or more principals who are Prohibited Persons) acquires an interest in this Lease or the Premises;

(i) if a levy under execution or attachment shall be made against Tenant or a substantial portion of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of sixty (60) days;

(j) if Landlord shall have received a notice under the Master Lease claiming that Landlord is in default thereunder by reason of any matter claimed by Landlord to be a failure by Tenant to comply with its obligations hereunder and Tenant shall have failed to promptly cure such default after notice to Tenant, but in no event later than ten (10) days before the end of the cure period available to Landlord under the Master Lease of which notice to Tenant has been provided;

(k) if, subsequent to the Commencement Date, Tenant shall default beyond any applicable grace period in the observance or performance of any material term, covenant or condition on Tenant's part to be observed or performed under the provisions of any agreement, if any, entered into between Tenant and Landlord which expressly provides that such a default thereunder shall constitute an Event of Default under this Lease; or

(l) if there is a default under the Development Agreement with respect to the construction or completion of the Building, or if the Building is not constructed and completed as required under the Development Agreement or the Construction Agreements, and such failure to construct and complete is not cured within sixty (60) days after notice to Tenant, subject to Unavoidable Delay (as such term is defined in the Development Agreement). If Tenant is or becomes a Cornell Entity, or if a Cornell Entity owns the stock or other beneficial interests of Tenant, the provisions of this clause (l) shall apply only until such time that Landlord issues its certificate under Section 30.4 of this Lease confirming that Completion of the Building and the satisfaction of the "Final Obligations" (as such term is defined in such Section 30.4) have occurred.

(B) So long as an East Side Medical Institution is the Tenant and the Specified Rental Payment has been made:

(1) if an Event of Default under Section 24.1(A)(a), 24.1(A)(b), 24.1(A)(h) or 24.1(A)(j) (a "Major Default") occurs, Landlord will not be entitled to exercise its right to terminate the Lease on account thereof unless and until (a) a final unappealable judgment is rendered by a court of competent jurisdiction determining the disputed matter against Tenant and in favor of Landlord on the merits, and (b) Tenant fails to cure such Major Default within ten (10) days after service by Landlord of a copy of said final unappealable judgment upon Tenant together with a notice of entry thereof; provided, however, in order to be entitled to the benefit of the foregoing provision limiting Landlord's termination remedy, Tenant must, within the time for cure applicable to such Event of Default, notify Landlord of its claim or claims disputing the occurrence of such Event of Default and promptly thereafter commence an action in a court of competent jurisdiction for a declaratory judgment concerning the matters set forth in the notice served pursuant to the provisions of this Article 24;

(2) if any Event of Default other than a Major Default (a "Minor Default") occurs, Landlord shall not have a right to terminate the Lease therefor but shall be entitled to exercise any other right or remedy it may have under the terms of this Lease and at law or in equity, including, without limitation the remedy of specific performance; and

(3) if Tenant disputes the occurrence of a Minor Default, either Landlord or Tenant may submit the matter to arbitration pursuant to the provisions of Article 35 hereof; provided, however, that either Landlord or Tenant may choose to commence an action in a court of competent jurisdiction in which event the matter will be determined by such court.

So long as an East Side Medical Institution is the Tenant, and the Specified Rental Payment has been made, the Events of Default described in Sections 24.1(A)(d), 24.1(A)(e), 24.1(A)(f), 24.1(A)(i) and 24.1A(k) shall not be applicable.

Section 24.2 Termination of Lease in Event of Default. (a) Subject to Section 24.1(B), if an Event of Default shall occur, Landlord, at any time thereafter, at Landlord's option, but subject to the rights of any Mortgagee, may give notice to Tenant stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which date shall be not less than twenty (20) days after the giving of such notice with respect to any Event of Default other than that set forth in Section 24.1(A)(a), (b) or (c) hereof, and if on the date specified in such notice Tenant shall have failed to cure the Default which was the basis for the Event of Default, then this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate as if that date were the date herein definitely fixed for the termination of the Term, and Tenant shall quit and surrender the Premises but Tenant shall remain liable as hereinafter provided.

(b) Notwithstanding the foregoing, but subject nevertheless to the provisions of Section 24.1(B), if the Tenant makes the Specified Rental Payment then the following Events of Default shall not result in a termination of this Lease and any references in this Article 24 to termination remedies shall not apply to such Events of Default except as otherwise provided below:

(i) any Event of Default under Section 24.1(A)(c), if such Event of Default is disputed by Tenant in a written notice from Tenant to Landlord given on or before the applicable grace period for cure provided in such Sections, unless (1) the disputed matter is submitted to arbitration under Article 35 or an action thereon is commenced in a court of competent jurisdiction, (2) in the arbitration or litigation of the matter disputed by Tenant is determined against Tenant and in favor of Landlord, and (3) Tenant fails to cure such Event of Default within thirty (30) days of the arbitration decision or the entry of the court order, as applicable

(or such longer period as may be reasonably required therefor (not to exceed 90 days), provided Tenant commences the cure within such thirty (30) day period and diligently prosecutes the same to completion). If any Minor Default occurs, Landlord shall not have a right to terminate this Lease therefor but shall be entitled to exercise any other right or remedy it may have under the terms of this Lease and at law or in equity, including without limitation the remedy of specific performance;

(ii) any Event of Default under Section 24.1(A)(i).

In cases where Landlord does not have the right to terminate, Landlord reserves all rights and remedies it may have under this Lease or at law or in equity, other than the right to terminate this Lease.

Section 24.3 Re-entry By Landlord in Event of Default.

(a) If Tenant is not a Cornell Entity and an Event of Default shall occur, or regardless of the identity of Tenant, this Lease shall be terminated as provided in Section 24.2 hereof or by summary proceedings, or otherwise, Landlord may without notice re-enter and repossess the Premises using such lawful force for that purpose as may be necessary without being liable to indictment, prosecution or damages therefor. If Landlord shall so re-enter, Landlord may, at its option, repair and alter the Premises in such manner as to Landlord may seem necessary or advisable without relieving Tenant of any liability under this Lease or otherwise affecting any such liability, and/or let or relet the Premises or any part thereof for the whole or any part of the remainder of the Term or for a longer period, in Landlord's name or as agent of Tenant, and out of any rent and other sums collected or received as a result of such reletting Landlord shall: (i) first, pay to itself the reasonable cost and expense of terminating this Lease, re-entering, retaking, repossessing, repairing and/or altering the Premises, and the reasonable cost and expense of removing all persons and property therefrom, including in such reasonable costs legal expenses and attorneys' fees and disbursements; (ii) second, pay to itself the reasonable costs and expenses

sustained in securing any new tenants and other occupants, including in such reasonable costs brokerage commissions, legal expenses and attorneys fees and disbursements and other expenses of preparing the Premises for reletting, and if Landlord shall maintain and operate the Premises the reasonable cost and expense of operating and maintaining the Premises; (iii) third, pay to itself any balance remaining on account of the liability of Tenant to Landlord, and (iv) the balance shall be paid to the Person(s) lawfully entitled thereto. No re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Tenant from liability hereunder. Landlord in no way shall be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due on any such reletting, and no such failure to relet or to collect rent shall operate to relieve Tenant of any liability under this Lease or to otherwise affect any such liability.

(b) If this Lease and the Term shall expire and come to an end as provided in Section 24.2, or by or under any summary proceeding or any other action or proceeding relating to a Default hereunder, or if Landlord shall re-enter the Premises as provided in paragraph (a) of this Section, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Tenant shall pay to Landlord all Rental payable under this Lease by Tenant to Landlord to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(ii) Tenant also shall be liable for and shall pay to Landlord, as damages, any deficiency (referred to as "Deficiency") between the Rental reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected by Landlord from the Tenants and under any reletting effected pursuant to the provisions of paragraph

(a) of this section for any part of such period (first deducting from the rents collected from Tenants and under any such reletting all of the payments to Landlord described in paragraph (a) of this Section). Any such Deficiency shall be paid in installments by Tenant on the days specified in this Lease for payment of installments of Rental, Landlord shall be entitled to recover from Tenant each Deficiency installment as the same shall arise, and no suit to collect the amount of the Deficiency for any installment period shall prejudice Landlord's right to collect the Deficiency for any subsequent installment period by a similar proceeding.

Section 24.4 Lien Against Tenant's Interests. Until such time as Tenant pays the Specified Rental Payment, the Rental payable by Tenant hereunder and each and every installment thereof, and all reasonable costs, reasonable attorneys' fees and disbursements and other expenses which may be incurred by Landlord in enforcing the provisions of this Lease or on account of any delinquency of Tenant in carrying out the provisions of this Lease, shall be and they hereby are declared to constitute a valid lien upon the interest of Tenant in this Lease and in the Premises.

Section 24.5 Suits By Landlord. Suit or suits for the recovery of damages, or for a sum equal to any installment or installments of Rental payable hereunder, or any Deficiencies or other sums payable by Tenant to Landlord pursuant to this Article 24, may be brought by Landlord from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease or the Term would have expired by limitation had there been no such Event of Default by Tenant and termination.

Section 24.6 Liquidated Damages. Nothing in this Article 24 contained shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by a statute or rule of law governing such proceeding and in effect at the time when such damages are to be

proved, whether or not such amount due be greater, equal to or less than the amount of the damages referred to in any of the preceding Sections.

Section 24.7 No Waiver By Landlord. No receipt of moneys by Landlord from Tenant after termination of this Lease, or after the giving of any notice of termination of this Lease (unless such receipt cures the Event of Default which was the basis for the notice), shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rental payable by Tenant hereunder or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper remedy, except as herein otherwise expressly provided, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for the possession of the Premises, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Premises or, at the election of Landlord, on account of Tenant's liability hereunder.

Section 24.8 Tenant Waivers. After termination of this Lease, if Tenant is a Cornell Entity, or in any other case after an Event of Default, and except as expressly provided herein or as prohibited by applicable law, Tenant hereby expressly waives the service of any notice of intention to re-enter as and when provided above that is provided for in any statute, or of the institution of legal proceedings to that end, and Tenant, for and on behalf of itself and all persons claiming through or under Tenant, also waives any and all right of redemption provided by any law or statute now in force of hereafter enacted or otherwise, or re-entry or repossession or to restore the operation of this Lease in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease, and Landlord and Tenant waive and will waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or

damage. The terms "enter," "re-enter," it entry" or "re-entry," as used in this Lease are not restricted to their technical legal meaning.

Section 24.9 No Waiver By Tenant or Landlord. No failure by either party to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rental by Landlord during the continuance of any such breach (unless such receipt by Landlord cures such breach), shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party hereto, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 24.10 Actions By Non-breaching Party. Subject to the provisions of Sections 41.5 and 41.7, hereof, in the event of any breach or threatened breach by either party of any of the covenants, agreements, terms or conditions contained in this Lease, the other party shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise as though reentry, summary proceedings, and other remedies were not provided for in this Lease.

Section 24.11 Rights and Remedies are Cumulative. Subject to the provisions of Section 24.1(B), Section 41.5 and Section 41.7 hereof, each right and remedy of Landlord and Tenant, respectively, provided for in this Lease shall be cumulative and not singular or exclusive and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by either party of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of

any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 24.12 Reimbursable Expenses of Landlord. Subject to Section 19.4, Tenant shall pay to Landlord all reasonable costs and expenses, including without limitation reasonable attorneys' fees and disbursements, incurred by Landlord in any action or proceeding to which Landlord may be made a party by reason of any act or omission of Tenant. Tenant shall also pay to Landlord all costs and expenses, including without limitation reasonable attorneys' fees and disbursements, incurred by Landlord in successfully enforcing any of the covenants and provisions of this Lease and incurred in any action brought by Landlord against Tenant on account of the provisions hereof in which a judgment or order was successfully obtained by Landlord, and all such costs, expenses, and attorneys' fees and disbursements may be included in and form a part of any judgment entered in any proceeding brought by Landlord against Tenant on or under this Lease. All of the sums paid or obligations incurred by Landlord as aforesaid with interest at the involuntary Rate and costs shall be paid by Tenant to Landlord within fifteen (15) days after demand by Landlord.

Section 24.13 Mortgagee Rights. Anything contained in this Article 24 to the contrary notwithstanding, the provisions of Article 33 with respect to the rights of the Mortgagees upon the occurrence of any Event of Default shall apply.

Section 24.14 Funds Held by Depository. If this Lease terminates as a result of an Event of Default, as provided in Section 24.2 hereof, any funds held by Depository shall be paid to Landlord, which Landlord may keep as liquidated damages free of any claim by Tenant, or any Person claiming through Tenant, which shall be applied first against any and all amounts due Landlord from Tenant, and then in accordance with Section 24.3(a).

ARTICLE 25

NOTICES

Section 25.1 Notice Procedure. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or to the Premises, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall be effective for any purpose if given or served as follows:

(a) If by Landlord, by hand delivery or recognized national courier service, or by mailing the same to Tenant by registered or certified mail postage prepaid, return receipt requested, addressed to Tenant:

Barry J. Duignan
Senior Director, Facilities Management
Weill Medical College of Cornell University
445 East 69th Street
New York, N.Y. 10021

with copies to:

James Kahn, Esq.
Associate University Counsel
1300 York Avenue
New York, N.Y. 10021

- and –

Winston & Strawn
200 Park Avenue
New York, N.Y. 10166
Attention: Neil Underberg, Esq.
Tele. (212) 294-2677
Facsimile: (212) 294-4700

- and –

Southtown Associates 2 LLC
c/o The Hudson Companies
155 Third Street
Brooklyn, N.Y. 11231
Attention: David Kramer
Tele. (718) 875-8500 x 343
Facsimile: (718) 802-1109

- and –

Jay Bloomfield, Esq.
Schneider Goldstein Bloomfield LLP
152 West 57th Street
7th Floor
New York, N.Y. 10019

Tele. (212) 265-2266
Facsimile: (212) 265-2442

- and -

The Related Companies, L.P.,
625 Madison Avenue
New York, N.Y. 10022
Attention: Bruce A. Beal
Tele. (212) 421-5333
Facsimile: (212) 421-4528

- and -

The Law Office of Bernard J. Michael, LLC
625 Madison Avenue, Fifth Floor
New York, N.Y. 10022
Attention: Bernard J. Michael, Esq.
Tele. (212) 521-6488
Facsimile: (212) 753-6635

or to such other address(es) and attorneys as Tenant may from time to time designate by notice given to Landlord as aforesaid.

(b) If by Tenant, by hand delivery, or recognized national courier service or by mailing two copies of the same to Landlord by registered or certified mail, postage prepaid, return receipt requested, addressed to Landlord, at 591 Main Street, Roosevelt Island, New York 10044; one copy to the attention of Mr. Robert H. Ryan, President, and the other to the attention of Kenneth Leitner, Esq., General Counsel, with an additional copy to Holland & Knight LLP, 195 Broadway, New York, New York 10007, Attention: Lawrence J. Wolk, Esq.,

or to such other address(es) and attorneys as Landlord may from time to time designate by notice given to Tenant as aforesaid.

Section 25.2 Deemed Receipt. Any notice shall be deemed given and effective as of the date of hand delivery or of receipt set forth on the return receipt. The inability to deliver because of changed address of which no notice was given, rejection or any refusal to accept any notice. shall be deemed to be the receipt of the notice, as of the date of such inability to deliver. rejection or refusal to accept.

Section 25.3 Requests for Approvals. Whenever the consent or approval of Landlord is required within a specified period of time under this Lease, Tenant shall place on the envelope (which may be an envelope contained in an overnight courier package) containing the request for such consent or approval the words "URGENT – IMMEDIATE RESPONSE REQUIRED" in capital letters large enough to be clearly distinct.

ARTICLE 26

FINANCIAL REPORTS

Section 26.1 Statements. Tenant shall furnish to Landlord the following:

(a) Copies of all annual, quarterly and other financial statements as Tenant delivers to any Mortgagee.

(b) as soon as practicable after the end of each calendar year prior to the calendar year in which the Specified Rental Payment is made, but in any event within one hundred twenty (120) days thereafter, financial statements of Tenant and of the operations of the Premises, including, without limitation, balance sheets, income statements, and the amount of gross residential rent received for the Lease Year, all in detail reasonably satisfactory to Landlord and prepared and certified by either (i) the chief operating or financial officer of Tenant or the designee of such chief operating or financial officer, as long as Tenant is a Cornell Entity or an Affiliate of a Cornell Entity, or (ii) by a Certified Public Accountant in accordance with Accounting Principles, who shall render a written report thereon to Landlord as to whether such financial statements present fairly Tenant's financial position and results of operations as of the date thereof or for the period covered thereby; and

(c) at least fifteen (15) days prior to the consummation of any Transaction, a statement in reasonable detail of the estimated Transaction Proceeds to be received in connection therewith and the calculation thereof, determined in accordance with Accounting Principles and certified by the chief operating or financial officer of Tenant (or of Tenant's managing general partner or managing member), or the designee of such chief operating or financial officer; and

(d) at least three (3) days prior to the consummation of any Transaction, a statement in reasonable detail of the actual Transaction Proceeds to be received in connection therewith and the calculation thereof, certified as complete and correct in all material

respects in accordance with Accounting Principles by the chief operating or financial officer of Tenant (or of Tenant's managing general partner or managing member), or the designee of such chief operating or financial officer; and

(e) the reports of telecommunications receipts described in Section 3.2 hereof;

(f) information on the income of employees of a Cornell Entity residing in the Building as required under Section 23.3; and

(g) such information generally available from Tenant's records as Landlord may request regarding the computation of Conversion Payments.

Section 26.2 Maintenance of Books and Records. Tenant shall keep and maintain at an office in New York City complete and accurate books and records of (i) the operations of the Premises from which Landlord may determine for each Lease Year the items to be shown or set forth on the statements to be delivered to Landlord pursuant to Section 26.1 hereof and (ii) Transactions, Transaction Proceeds, Transaction Payments and Conversion Payments. Tenant shall preserve, for a period of at least six (6) years after the end of each applicable period of time or the occurrence of the applicable event, such books and records. However, if, at the expiration of such six (6) year period, Landlord is seeking to contest or is contesting any matter relating to such records or any matter to which such records may be relevant, Tenant shall preserve these until one (1) year after the final adjudication, settlement or other disposition of any such contest.

Section 26.3 Books and Records.

(a) Inspection and Audits of Books and Records. Landlord or Landlord's agent or designee shall have the right from time to time during regular business hours, upon ten (10) Business Days' notice, at no cost to Tenant, at Tenant's office in the City of New York, or elsewhere in the State of New York if Tenant is a Cornell Entity, to inspect, audit and, at its option, duplicate, at Landlord's expense, all of Tenant's books and records and all other papers and files of Tenant (which shall be produced to Landlord or Landlord's

representatives) relating in any manner to the Premises or to this Lease, or to Transactions, Transaction Proceeds, Transaction Payments and Conversion Payments.

(b) Inspection By The City of New York. To the extent provided in the Master Lease, New York City or its designee shall have the right to examine all of said records, books of account and material information relating to the operation of the Premises and maintained by Tenant and also shall have such other rights with respect to examination information relating to the Premises as are reserved to it under the Master Lease.

(c) Confidentiality. At any time at which Tenant shall make records and books of account available for inspection, it may inform Landlord of its belief that the public disclosure of the information contained therein or any part thereof would cause substantial injury to the competitive position of Tenant's enterprise and request that to the extent permitted by law Landlord attempt to avoid such disclosure. In the event Tenant makes such request, Landlord shall use all reasonable efforts to avoid such disclosure (but shall incur no liability to Tenant if Landlord complies with any provision of applicable law requiring such disclosure). Subject to applicable law, Landlord shall hold in confidence, and shall cause all of Landlord's agents and designees to hold in confidence, all information obtained from Tenant's books, records. papers and files, except as may be necessary for the enforcement of Landlord's rights under this Lease.

(d) Notice to Tenant of Underpayments of Rental. Should any audit performed by Landlord, Landlord's agent or designee disclose that any calculation for payment of Rental, or Rental, was understated, Landlord shall notify Tenant of the amount of the underpayment by a statement showing in reasonable detail the reasons why such payment of Rental was understated. Within ten (10) Business Days after Tenant has received notice of such underpayment from Landlord, Tenant shall either pay to Landlord the amount by which such payment of Rental was understated, with interest to the extent provided below, or deliver to Landlord a statement contesting Landlord's determination of an underpayment

and giving the reasons therefor in reasonable detail. If Landlord and Tenant shall fail to agree as to the existence or amount of an underpayment the matter shall be submitted to arbitration pursuant to Article 35 hereof. Within ten (10) days after it is determined by agreement between Landlord and Tenant or by arbitration that a payment of Rental was understated, Tenant shall pay to Landlord the amount of the deficiency with interest to the extent provided below. Any payment of a deficiency pursuant to this Section shall bear interest at the Involuntary Rate from the date of the underpayment to the date of the payment of the deficiency.

(e) Tenant's Payment of Audit Costs. If an audit reveals that any calculation for, or the Base Rent, Additional Rent or a Transaction Payment, was understated by more than two and one half percent (2-1/2%), Tenant shall pay the reasonable cost of the audit within twenty (20) days of submission to Tenant of such audit findings and an invoice from the auditor accompanied by reasonable supporting information.

Section 26.4 Survival Clause. The obligations of Tenant hereunder shall survive the Expiration Date.

ARTICLE 27

STREET WIDENING

Section 27.1 Proceedings for Widening Street. If any proceedings are instituted or orders made for the widening or other alteration of any street contiguous to the Premises requiring removal of any projection or encroachment on, under or above any such street, or any changes or alterations upon the Premises, or in the sidewalks, grounds, parking facilities, plazas, areas, vaults, gutters, alleys, curbs or appurtenances (excluding vaults and areas controlled by utility companies or the Metropolitan Transportation Authority), Tenant shall comply promptly with such requirements.

Section 27.2 Contest of Proceedings. Tenant is permitted to contest in good faith any proceedings or orders for street widening or any changes or alterations resulting therefrom or necessitated thereby, provided that such contest shall be brought in accordance with the provisions of Section 14.2 hereof as though Tenant were contesting a Requirement thereunder.

Section 27.3 Distribution of Award. Any award made in connection with such proceedings shall be deemed to be an award made in connection with a taking of less than all or substantially all of the premises and shall be paid, distributed and applied in accordance with the provisions set forth in Section 9.3 hereof.

ARTICLE 28

SUBORDINATION; MASTER LEASE

Section 28.1 Subordination of Lease. This Lease and all rights of Tenant hereunder are, and shall remain, subject and subordinate in all respects to the Master Lease. The Master Lease and Landlord's interest in this Lease shall not be subject or subordinate to (a) any Mortgage placed on Tenant's interest or (b) any other liens or encumbrances hereafter affecting Tenant's interest in this Lease. Tenant covenants and agrees that except as expressly provided herein, Tenant shall not do anything or omit to do anything that Tenant is obligated to do under the terms of this Lease so as to cause Landlord to be in default under the Master Lease.

Section 28.2 Amendment of Master Lease. Landlord covenants and agrees that it shall not enter into or cause there to be entered into any amendment or supplement to the Master Lease, the Design Guidelines, or the General Development Plan, which:

(a) increases Tenant's obligations under this Lease,

(b) decreases Tenant's possessory rights under this Lease,

(c) limits the permitted uses of the Premises,

(d) limits Tenant's rights under this Lease to dispose of or assign its interest in the Premises, or

(e) alters the rights of a Mortgagee or Tenant's right to obtain a Mortgage pursuant to Article 33;

in each case unless such amendment or supplement is consented to by Tenant and the First Mortgagee (or, in the case of Section(e) above, by each Mortgagee), or is made subject and subordinate to this Lease and to the rights of such Mortgagee.

If Tenant so requests, Landlord agrees to submit to the City of New York a request for a subordination, attornment and non-disturbance agreement on a form provided by Tenant, and shall use reasonable efforts (in cooperation with Tenant) to obtain such an agreement. If Tenant is a Cornell Entity and so requests, Landlord shall, at no cost to Landlord, cooperate with Tenant in enforcing the rights

granted to Tenant as a "sublessee" under the last grammatical paragraph of Paragraph 12 of the Master Lease.

ARTICLE 29

EXCAVATIONS AND SHORING

If any excavation shall be made or contemplated to be made for construction or other purposes upon property adjacent to the Premises, Tenant, shall at its option do either (a) or (b):

(a) afford to the Person causing or authorized to cause such excavation the right to enter upon the Premises in a reasonable manner for the purpose of doing such work as such Person shall consider to be necessary, to preserve any of the walls or structures of the Premises from injury or damage and to support the same by proper foundations provided that (i) such work shall be done promptly, in a good and workmanlike manner, so as not to unreasonably interfere with the conduct of business in or use of the Premises, subject to the applicable Requirements and without unreimbursed cost to Tenant, (ii) Tenant shall have an opportunity to have appropriate and necessary representation present during all such work at reasonable cost, (iii) such Person shall have delivered to Tenant a letter of credit, a surety bond or other security reasonably satisfactory to Tenant, and a certificate of liability insurance, consistent with the provisions of Article 7 of this Lease, in which Tenant is named as an additional insured, and (iv) Tenant shall be indemnified by such Person against any injury or damage to the Building which may result from any such work, but shall not have any claim against Landlord for suspension, diminution, abatement or reduction of Rental payable by Tenant hereunder, or;

(b) do or cause to be done all such work, at such Person's expense, as may be necessary to preserve any of the walls or structures of the Premises from injury or damage and to support the same by proper foundations; provided that such Person shall have delivered to Tenant a letter of credit, a surety bond or other security reasonably satisfactory to Tenant and Tenant shall not, by reason of any such excavation or work, have any claim against Landlord for damages (unless Landlord is performing or causing to be performed

such excavation or work and causes such damage) or for indemnity or for suspension, diminution, abatement, or reduction of Rental payable by Tenant hereunder.

ARTICLE 30

CERTIFICATES BY LANDLORD AND TENANT

Section 30.1 Tenant Certificates. Tenant agrees at any time and from time to time upon not less than ten (10) Business Days' prior notice by Landlord to execute, acknowledge and deliver to Landlord or any other party specified by Landlord or any Mortgagee a statement in writing 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) and the dates to which the Rental payable by Tenant hereunder has been paid and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge.

Section 30.2 Landlord Certificates. Landlord agrees at any time and from time to time upon not less than ten (10) days' prior notice by Tenant to execute, acknowledge and deliver to Tenant, any Mortgagee or any prospective assignee of this Lease a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rental payable by Tenant hereunder has been paid (and whether the Specified Rental Payment has been paid in full), whether Landlord has given to Tenant any notice of a Default or Event of Default which remains uncured and stating whether or not to the best knowledge of the signer of such certificate, a Default or Event of Default has occurred and is continuing, and, if so, specifying each such Default or Event of Default of which the signer may have knowledge, and such other information reasonably requested by a Mortgagee or assignee that is within Landlord's actual knowledge. "Landlord's actual knowledge" shall mean the actual knowledge of Landlord's Records Officer from time to time. Upon Tenant's request and at Tenant's expense, Landlord shall seek to obtain for Tenant such a certificate in respect of the Master Lease from Master Landlord. If Master Landlord fails to deliver such a certificate, then at Tenant's expense, in lieu thereof, Landlord shall execute, acknowledge and deliver to Tenant a statement in writing certifying that Landlord has not executed and delivered to Master Landlord any instrument modifying the Master Lease

(or if Landlord has executed such an instrument, stating the modifications made by such instrument) and that, to the best of Landlord's knowledge, the Master Lease is in full force and effect.

Section 30.3 Certificate Concerning Transaction Payments. Landlord agrees, upon not less than ten (10) days' prior written notice from Tenant in connection with a Transaction, accompanied by such information regarding the Transaction that Landlord may reasonably request, to provide to Tenant a statement in writing certifying the amount of the Transaction Payment required in connection therewith. Such certificate shall be based on the information provided by Tenant and Landlord reserves the right to correct any errors therein. Landlord shall not be bound by any such certificate if it was issued on the basis of inaccurate or incomplete information from Tenant (provided, however, that Landlord shall not be entitled to raise objections to such matters more than one (1) year after the delivery of such statement, except in the case of fraud and in the case of a Financing or Refinancing where Transaction Proceeds are or may be used for Qualifying Capital Improvements within two (2) years after the date thereof, such one (1) year period shall be extended to three (3) years. Notwithstanding the above, parties to a Transaction other than the assignor or transferor shall not be bound by the preceding sentence and Landlord shall look solely to such assignor or transferor with respect to any claim of incomplete or inaccurate information (and any additional Transaction Payment due to Landlord as a result thereof). Landlord may condition the delivery of such certificate on the provision by the assignor or transferor of security and/or guarantees reasonably satisfactory to Landlord to cover any potential liability of such Person for any such claim.

Section 30.4 Certificate of Substantial Completion. Supplementing the provisions of Section 30.2 of this Lease, upon the written request of the Cornell Entity that expects to become the Tenant hereunder, Landlord shall notify Tenant in writing as to whether (a) Substantial Completion of the Building has occurred and (b) whether Tenant's obligations set forth in Schedule 11.1 of this Lease have been satisfied. If Landlord believes that any of the foregoing has not occurred or is not accurate, Landlord's notice shall indicate in reasonable detail the actions remaining to be taken by Tenant. If Landlord's statement indicates that both of the items set forth in clauses (a) and (b) above have occurred, Tenant shall have no further obligation with respect to construction other than the completion of Punch

List Items, obtaining a Final Certificate of Completion from the Architect and obtaining a Permanent Certificate of Occupancy for the entire Building (the "Final Obligations"). On or about the Payment Date, Landlord, upon the prior written request of the Cornell Entity that is proposed to become the Tenant hereunder, shall provide a similar written statement as to whether the Final Obligations have been satisfied (specifying any Final Obligation that Landlord claims has not been satisfied). At such Person's request, such certificate also shall state whether all of Tenant's obligations under Section 3.1, Section 3.3, Article 19 and Section 33.1 shall have been satisfied as of the date thereof (specifying any such obligation that Landlord claims has not been satisfied). The provision of any such certificate by Landlord shall not be deemed to waive or diminish any warranty rights or post-completion warranty periods to which Landlord may be entitled against Developer or others under the Construction Agreements, or against Cornell University in the event it exercises its rights under Section 33.11.

Section 30.5 No Recourse to Landlord. A Cornell Entity's commencement of the payment of rent under its Sublease of the Premises or its payment of the Payment Amount shall constitute Tenant's agreement (for the benefit of Landlord only) that Tenant has accepted the Building and shall have no rights or remedies against Landlord with respect to the construction of the Building theretofore undertaken and no matter relating to same shall in any way affect Tenant's obligations under this Lease.

ARTICLE 31

CONSENTS AND APPROVALS

Section 31.1 No Waiver. All consents and approvals which may be given under this Lease shall, as a condition of their effectiveness and, except where otherwise expressly provided in this Lease, be in writing. It is understood and agreed that the granting of any consent or approval by Landlord to Tenant to perform any act of Tenant requiring Landlord's consent or approval under the terms of this Lease, or the failure on the part of Landlord to object to any such action taken by Tenant without Landlord's consent or approval, shall not be deemed a waiver by Landlord of its right to require such consent or approval for any further similar act by Tenant, and Tenant hereby expressly covenants and warrants that as to all matters requiring Landlord's consent or approval under the terms of this Lease, Tenant shall secure such consent or approval for each and every happening of the event requiring such consent or approval, and shall not claim any waiver on the part of Landlord of the requirement to secure such consent or approval.

Section 31.2 General Consents. If, pursuant to the terms of this Lease, any consent or approval by Landlord or Tenant is required, then, if upon notice that a consent or approval is denied, the notified party contests such denial in accordance with this Lease and a final determination that the consent or approval was unreasonably withheld or that such specified standard has been met so that the consent or approval should have been granted, the consent or approval shall be deemed granted and such granting of the Consent or approval shall be the only remedy to the party requesting or requiring the consent or approval.

Section 31.3 Repeat Approval. Whenever Landlord shall have the right to approve the architect, engineer, attorney or accountant to be employed by Tenant, any architect, engineer, attorney or accountant so approved by Landlord at any time during the Term shall be deemed to be acceptable to Landlord for employment by Tenant at any time thereafter, unless Landlord shall have good cause for refusing to allow the continued employment of such consultant. Whenever Tenant is required to obtain Landlord's approval of an architect, engineer or accountant, Tenant shall notify Landlord if it intends to employ an architect, engineer or accountant not previously approved. Tenant may continue to use

previously approved professionals, until receipt of written disapproval from Landlord. In the event that Landlord shall refuse to approve the continued employment of such consultant, it shall so notify Tenant, specifying the reason therefor. All references in this Section 31.3 or any other section of this Lease to architects, engineers or accountants shall mean a professional architect, engineer or accountant who is licensed or registered, as the case may be, by the State of New York or any successor licensing body or authority.

Section 31.4 No Unreasonable Delay. If it is provided that a particular consent or approval by Landlord or Tenant is not to be unreasonably withheld, such consent or approval also shall not be unreasonably conditioned or delayed.

Section 31.5 Period of Approvals. Whenever this Lease shall provide (i) that Landlord shall have the right to approve an architect, engineer, accountant or contractor and (ii) that such approval shall not be unreasonably withheld, Landlord shall notify Tenant of its determination within twenty (20) days after receipt by Landlord of Tenant's request for approval and if Landlord shall not have notified Tenant of its determination within such twenty (20) day period, such architect, engineer, accountant or contractor shall be deemed approved.

Section 31.6 No Consideration for Consents. Except as expressly provided to the contrary in this Lease, Landlord shall not be entitled to any consideration for a consent or approval; provided, however, if Landlord retains professionals to review the matter in question, Tenant shall pay or reimburse Landlord for the reasonable out-of-pocket costs and expenses incurred by Landlord therefor. Except where specifically so provided herein, no fees or charges of any kind or amount shall be required by Landlord as a condition to the grant of any consent or approval which may be required or requested under this Lease.

ARTICLE 32

SURRENDER AT END OF TERM

Section 32.1 Condition of Premises. On the last day of the Term or upon any earlier termination of this Lease, or upon a re-entry by Landlord upon the Premises pursuant to Article 24 hereof, Tenant shall well and truly surrender and deliver up to Landlord, without any payment or allowance whatever by Landlord, the Premises in good order, condition and repair, reasonable wear and tear and damage by fire or other casualty excepted, free and clear of all lettings, occupancies, liens and encumbrances other than those, if any, (a) existing at the date hereof, or (b) created by Landlord, or (c) created by Tenant with Landlord's approval, or (d) resulting from any taking or condemnation of all or any part of the Premises. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Premises on any such termination date. If this Lease is terminated due to an Event of Default by Tenant which permits Landlord to terminate this Lease, then Landlord shall take the Premises subject to any then existing residential subtenancies to Subtenants in occupancy of their Premises, provided that the applicable Subtenant shall not be permitted to remain in occupancy or have any other rights by reason of this Section 32.1 for a period in excess of the shortest of (i) the remaining term of the applicable Sublease, (ii) five (5) years, and (iii) the remainder of the Term.

Section 32.2 Delivery of Agreements, Certificates, Warranties and Records. On the last day of the Term or upon any earlier termination of the Lease, or upon re-entry by Landlord upon the Premises pursuant to Article 24 hereof, Tenant shall deliver to Landlord Tenant's executed counterparts of all Subleases then in effect; any service and maintenance contracts then affecting the Premises, true and complete maintenance records for the Premises then in the possession or otherwise available to Tenant (and Tenant agrees to maintain such records for a period of at least two (2) years); all original licenses and permits then pertaining to the Premises; permanent or temporary certificates of occupancy then in effect for the Building; and all transferable warranties and guarantees then in effect which Tenant has received in connection with any work or services performed or Equipment installed in the Building, together with a duly executed assignment thereof (without recourse, representation or warranty, except

that it has not otherwise transferred same) to Landlord; all financial reports, books and records required by Article 26 hereof; and other documents of every kind and nature whatsoever then in the possession or otherwise available to Tenant relating to the Premises.

Section 32.3 Survival. The obligations of Tenant under this Article 32 shall survive the Expiration Date, except that Tenant shall have no obligation to furnish information relating to the Premises for periods which follow the Expiration Date.

ARTICLE 33

MORTGAGES

Section 33.1 Effect of Mortgages. Subject to the provisions of this Article 33, Tenant may, on one or more occasions, mortgage its interest in the Premises and grant a security interest in personal property situated thereon, provided: (i) the holder of such Mortgage shall be an Institutional Lender, (ii) the holder of such Mortgage shall not be a Prohibited Person, (iii) Tenant shall pay to Landlord the Payment in Lieu of Mortgage Tax (if the Mortgage is exempt in whole or in part from the payment of Mortgage Recording Tax by reason of Landlord's status as a Mortgagee or otherwise as a result of the involvement of RIOC or its successor in the Premises or based on an exemption for properties on Roosevelt Island (but if Tenant is a Cornell Entity and Tenant or the Mortgagee independently qualifies for another exemption from the Mortgage Recording Tax and obtains the benefit of such exemption, then the Payment in Lieu of Mortgage Tax need not be payable, but if unpaid, the provisions of the last grammatical paragraph of the definition of "Transaction Payment" shall apply), except that the Payment in Lieu of Mortgage Tax shall in all events be payable with respect to the entire amount of the first Financing obtained by Tenant in connection with the initial construction of the Building if the Mortgage therefor securing the construction loan is exempt from the payment of Mortgage Recording Tax, in whole or in part, for any reason whatsoever), and (iv) Tenant shall pay to Landlord any Transaction Payment which may be due with respect to such Mortgage. No Mortgage shall extend to, affect, or be a lien or encumbrance upon, the estate and interest of Landlord in the Premises or any part thereof.

Section 33.2 Mortgagee's Rights. With the exception of the rights expressly granted to a Mortgagee under this Lease, including, without limitation, the rights granted to a Mortgagee pursuant to the provisions of Sections 33.3, 33.4, 33.6 and 33.8 hereof, 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.

Section 33.3 Right to Cure Tenant's Defaults.

(a) Notice. If Tenant shall mortgage Tenant's interest in this Lease, Tenant shall give Landlord prompt notice of such Mortgage and furnish Landlord with a complete and correct copy of such Mortgage, certified as such by Tenant and by such Mortgagee, together with the name and address of such Mortgagee. After receipt of the foregoing, Landlord shall give to each Mortgagee, at the address of the Mortgagee stated in the certification herein above referred to, or in any subsequent notice given by the Mortgagee to Landlord, and otherwise in the manner provided in Article 25 hereof, a copy of each notice of Default and/or termination at the same time as it gives notice of Default and/or termination to Tenant, and no such notice of Default and/or termination shall be deemed effective with respect to the Mortgagee unless and until a copy thereof has been so given to each Mortgagee. If Tenant fails to cure any Default within the applicable grace period, Landlord shall promptly give notice of same (an "Event of Default Notice") to each Mortgagee.

(b) Right and Time to Cure. Except as otherwise provided in Section 33.3(e) hereof, and subject to the provisions of Section 33.5 hereof, if an Event of Default Notice shall have been given, each Mortgagee (other than the First Mortgagee) shall have a period of (i) fifteen (15) days in the case of a Default in the payment of Rental, and (ii) thirty (30) days in the case of any other Default (each of such periods to begin to run upon the giving of the Event of Default Notice) within which to remedy such Default. The First Mortgagee shall have a period of thirty (30) days in addition to that provided above to other Mortgagees within which to remedy such Default.

(c) Mortgagee's Performance. Subject to the provisions of Section 33.5 hereof, Landlord shall accept performance by a Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant.

(d) Non-Rental Defaults. No Event of Default (other than an Event of Default arising from the non-payment of Rental) shall be deemed to have occurred if, within the period set forth in Section 33.3(b) hereof, a Mortgagee has remedied the Default, caused it to be remedied, or in the case of a Default under Section 24.1(c) commenced to remedy and prosecutes such remedy to completion with diligence and continuity; provided that in the case of a Default where possession of the Premises is required in order to cure the Default, or a Default which is otherwise not susceptible of being cured by a Mortgagee, if a Mortgagee has instituted foreclosure proceedings, and is prosecuting the foreclosure proceedings with diligence to obtain possession, including seeking the appointment of a receiver in connection therewith, the cure periods referred to in Section 33.3(b) shall not begin to run until the Mortgagee so obtains possession. The rights of a Mortgagee under this Section 33.3(d) shall not apply unless such Mortgagee shall have delivered to Landlord, in writing, its agreement (i) to take the action required to foreclose and obtain possession, and (ii) that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Tenant under this Lease, to the extent they are susceptible of being performed by the Mortgagee, are being duly performed. However, at any time after the delivery of the aforementioned agreement, the Mortgagee may notify Landlord, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued them, or that it deems that the Default has been cured, and in such event such Mortgagee shall have no further liability under such agreement from and after the date it delivers such notice to Landlord (except for any obligations accruing prior to the date it delivers such notice), and if such Mortgagee delivers such notice, unless the Default has been cured, Landlord shall have the unrestricted right to terminate this Lease and to take any other action it deems

appropriate by reason of any Default by Tenant, and upon any such termination the provisions of Section 33.4 shall be applicable.

(e) Non-curable Defaults. Notwithstanding anything herein contained to the contrary, provided such Mortgagee shall have otherwise complied with the provisions of this Section 33.3, such Mortgagee shall have no obligation to cure any Defaults which are not susceptible to being cured by such Mortgagee and this Lease shall continue in full force and effect, as long as the Mortgagee is diligently proceeding to foreclose its Mortgage.

Section 33.4 Execution of New Lease.

(a) Notice of Termination. If this Lease is terminated by reason of an Event of Default, Landlord shall give prompt notice thereof to each Mortgagee.

(b) Request for and Execution of New Lease. If, within thirty (30) days of the giving of the notice referred to in Section 33.4(a) hereof, a Mortgagee requests a new lease, then subject to the provisions of Sections 33.4(c) and 33.5 hereof, within sixty (60) days after Landlord has received such request. Landlord shall execute and deliver a new lease of the Premises for the remainder of the Term to the Mortgagee, or any designee or nominee of the Mortgagee approved by Landlord. The new lease shall contain all of the covenants, conditions, limitations and agreements contained in this Lease.

(c) Conditions Precedent to Landlord's Execution of New Lease. The provisions of Section 33.4(b) hereof notwithstanding, Landlord shall not be obligated to enter into a new lease with a Mortgagee unless the Mortgagee pays to Landlord, concurrently with the execution and delivery of the new lease, all Rental due under this Lease up to and including the date of the commencement of the term of the new lease and all expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs incurred in connection with the Event of Default, the termination of this Lease and the preparation of such new lease. If at the time Landlord enters into a new lease with a Mortgagee any portion of the Premises shall have been subjected to a condemnation, then

Landlord's obligation to enter into a new lease with such Mortgagee shall be only for the Premises as reduced.

(d) No Waiver of Default. The execution of a new lease shall not constitute a waiver of any Default existing immediately before termination of this 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 applicable periods set forth in Section 24.1 hereof (the time to cure determined as if such time periods commenced as of the date of such new lease), all Defaults existing under this Lease immediately before its termination.

(e) Assignment of Depository Proceeds. Any such new lease and leasehold estate thereby created shall continue to maintain the same priority as this Lease with regard to any Mortgage and any fee mortgage on the Premises, or any part thereof, or any other lien, charge or encumbrance thereon. Concurrently with the execution and delivery of a new lease pursuant to the provisions of Section 33.4(b) hereof, Landlord shall assign to the tenant named therein all of its right, title in and interest to moneys (including insurance proceeds and condemnation awards), if any, then held by, or payable to, Landlord or Depository that Tenant would have been entitled to receive but for the termination of this Lease. Any sums then held by, or payable to, Depository shall be deemed to be held by, or payable to, Depository as depository under the new lease.

(f) Assignment of Subleases. Upon the execution and delivery of a new lease pursuant to the provisions of Section 33.4 hereof, all Subleases that may have been assigned to Landlord and all direct leases between Landlord and any occupants of the Premises shall be assigned and transferred, without recourse, by Landlord to the tenant named in the new lease. Between the date of termination of this Lease and the date of the execution and delivery of the new lease, if a Mortgagee or its designee or nominee has requested a new lease as provided in Section 33.4(b) hereof, Landlord shall not cancel any Sublease or accept any cancellation, termination or surrender thereof (unless such termination is

effected as a matter of law upon the termination of this Lease or terminated by the terms of the Sublease) or enter into any amendments thereto which materially adversely affect the landlord thereunder without the consent of the Mortgagee, except for the purpose of permitting Landlord to enter into Subleases for at least the remainder of the unexpired terms of the cancelled Subleases with other tenants who will occupy not less than the same amount of space demised by the cancelled Subleases and pay the same rental rate for a term not less than that provided for in the cancelled Subleases.

Section 33.5 Recognition by Landlord of Mortgagee Most Senior in Lien. If more than one Mortgagee has exercised or has the right to exercise any of the rights afforded by this Article 33, only the First Mortgagee, to the exclusion of all other Mortgagees, shall be recognized by Landlord as having exercised or having the right to exercise such right unless such Mortgagee has designated another Mortgagee to exercise such right and has given notice of such designation to Landlord.

Section 33.6 Mortgagee Participation.

(a) Arbitration Participation. Under any circumstances in which arbitration is provided for herein, Tenant shall give each Mortgagee notice of the demand for arbitration, and Landlord shall recognize each Mortgagee as a proper party to participate in the arbitration, subject, however, to the provisions of Section 33.5 above.

(b) Participation at Condemnation Proceedings. A Mortgagee has the right to appear in any condemnation proceedings and to participate in any and all hearings, trials and appeals in connection with a taking referred to in Article 9 hereof, subject, however, to the provisions of Section 33.5 above.

Section 33.7 Application of Funds.

(a) Application of Subrents. Wherever in this Lease Landlord is permitted to collect subrents, such right shall not limit the right of a Mortgagee to collect rents and other sums pursuant to a collateral assignment of the Subleases, provided that such sums shall be held in trust and employed first to pay Rental due hereunder.

(b) Application of Insurance or Condemnation Proceeds. To the extent that this Lease requires that insurance proceeds paid in connection with any damage or destruction to the Building, or the proceeds of an award paid in connection with a taking referred to in Article 9 hereof, be applied to restore any portion of the Building, no Mortgagee has the right to apply the proceeds of insurance or awards toward the payment of the sum secured by its Mortgage. Subject to the provisions of the immediately preceding sentence and the provisions of Article 8, Tenant may assign its right, title and interest in such proceeds and awards, and any amount thereof payable to Tenant may be paid to, the First Mortgagee.

Section 33.8 Amendments and Modifications to Lease. No modification of or amendment to, or voluntary termination or cancellation of this Lease (a "change") shall be effective as against a Mortgagee unless the proposed change shall have been delivered to such Mortgagee and such Mortgagee shall have either: (a) approved the change in writing or (b) failed to disapprove the change in writing within thirty (30) days after receipt of a copy thereof.

Section 33.9 Exemption from Mortgage Recording Tax. Landlord and Tenant agree to cooperate with each other and to execute and deliver such documents, and take such other actions as may be reasonably required, to obtain any exemption from the Mortgage Recording Tax that may be available with respect to a Mortgage by reason of Landlord's status as a Mortgagee or otherwise as a result of the involvement of RIOC or its successor in the Premises or based on an exemption for properties on Roosevelt Island (including, without limitation, any exemption available by reason of the Advisory Opinion issued by the New York Commissioner of Taxation and Finance dated May 23, 2001-Petition No. M010102A). Without limiting the generality of the foregoing, Landlord agrees that it shall act as the named Mortgagee and present the Mortgage for recording if necessary for obtaining such an exemption. Such cooperation and other action shall be without cost or expense to Landlord, and Tenant shall indemnify and hold Landlord harmless against any costs and expenses reasonably incurred by Landlord (including, without limitation, reasonable attorneys' fees and expenses) in connection with Landlord's actions under this Section 33.9.

Section 33.10 Exculpation of Mortgagee. No Mortgagee or any Affiliate thereof shall have any liability for any of Tenant's obligations under this Lease unless and until it becomes the Tenant by foreclosure, assignment in lieu of foreclosure or otherwise, and, thereafter, shall remain liable for such obligations only so long as it remains the owner of the leasehold estate created hereby, and shall be released from any liability under this Lease upon a subsequent assignment to a third party.

Section 33.11 Additional Cure Right of Institution. If a Default occurs under Section 11.1 of this Lease, then Cornell University shall have the same right to cure such Default and to cause Substantial Completion of the Building to occur as are available to a Mortgagee, subject to the same conditions as apply to a Mortgagee's cure right, provided that (i) no Mortgagee agrees or proceeds to cure the Default as it relates to the Premises pursuant to this Article 33, (ii) Cornell University gives a written notice to Landlord not later than sixty (60) days after the giving of Landlord's notice of Default (but in no event less than thirty (30) days after Tenant becomes aware, whether through notice from Landlord or otherwise, that a Mortgagee will not cure or has discontinued to cure) in which it agrees to cure the Default and cause Substantial Completion of the Building to occur, and (iii) such entity diligently and continuously proceeds to perform the obligations set forth in Section 11.1 of this Lease in a timely manner. If a Mortgagee shall have agreed or commenced to cure and then discontinues to cure or notifies Landlord that it will not cure, then such right to cure and cause Substantial Completion of the Building shall be available to Cornell University if it provides the notice to Landlord referred to in clause (ii) above within fifteen (15) days after the Mortgagee ceases to cure or notifies Landlord that it will not cure.

ARTICLE 34

QUIET ENJOYMENT

Landlord covenants that, if and as long as Tenant shall faithfully perform the agreements, terms, covenants and conditions hereof, and no Event of Default has occurred and remains continuing, Tenant shall and may (subject, however, to the exceptions, reservations, terms and conditions of this Lease) peaceably and quietly have, hold and enjoy the Premises for the term hereby granted without molestation or disturbance by or from Landlord or its assigns, successors or agents.

ARTICLE 35

ARBITRATION

Section 35.1 Procedure for Arbitration. In such cases where this Lease expressly provides for the settlement of a dispute or question by arbitration, and only in such cases, the same shall be determined by arbitration conducted in New York, New York, in accordance with the rules then obtaining at the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The party desiring arbitration shall appoint a disinterested person as arbitrator on its behalf and give notice thereof to the other party who shall, within fifteen (15) days thereafter, appoint a second disinterested person as arbitrator on its behalf and give written notice thereof to the first party. The arbitrators thus appointed shall appoint a third disinterested person, and said three (3) arbitrators shall, as promptly as possible, determine the matter which is the subject of the arbitration. The decision of the majority of the arbitrators shall be conclusive and binding on all parties and judgment upon the award may be entered in any court having jurisdiction. If a party who shall have the right pursuant to the foregoing to appoint an arbitrator fails or neglects to do so, then and in such event the other party (or if the two arbitrators appointed by the parties shall fail within fifteen (15) days after the appointment of the second arbitrator to appoint a third arbitrator, then either party) may apply to any court of competent jurisdiction to appoint such arbitrator. The expenses of arbitration shall be shared equally by Landlord and Tenant but each party shall be responsible for the fees of its own attorneys. Landlord and Tenant agree to sign all documents and to do all other things necessary to submit any such matter to arbitration and further agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder. The arbitrators shall have no power to vary or modify any of the provisions of this Lease, and their jurisdiction is limited accordingly.

In the event that any dispute requiring arbitration hereunder shall involve subject matter of a technical or specialized nature, the arbitrators selected hereunder shall be professionals with at least ten

(10) years' experience in the appropriate discipline (i.e., certified public accountants to resolve accounting disputes, licensed engineers or architects to resolve discrepancies in plans and specifications, etc.).

Section 35.2 Procedure for Appraisal. In each instance under this Lease where it shall become necessary to resort to appraisal, such appraisal shall be conducted as follows:

(a) The party desiring such appraisal shall give notice to that effect to other party, specifying therein the name and address of the person designated to act as appraiser on its behalf. Within fifteen (15) days after the service of such notice, the other party shall give notice to the first party specifying the name and address of the person designated to act as appraiser on its behalf. If either party fails to notify the other party of the appointment of its appraiser, as aforesaid, within or by the time above specified, then the appointment of the second appraiser shall be made in the same manner as hereinafter provided for the appointment of a third appraiser in a case where the two appraisers appointed hereunder and the parties are unable to agree upon such appointment.

(b) The appraisers so chosen shall meet within ten (10) days after the second appraiser is ten (10) days after the second appraiser is appointed and if, within sixty (60) days after such first meeting, the said two appraisers shall be unable to agree upon the valuation they themselves shall appoint a third appraiser who shall be a competent and impartial person. Within a period of sixty (60) days after the appointment of such third appraiser, such third appraiser shall be required to choose between the two appraisals previously given.

(c) In the event the two appraisers are unable to agree upon the appointment of a third appraiser within fifteen (15) days after the time aforesaid, such third appraiser shall be selected by the parties themselves if they can agree thereon within a further period of fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may apply to the Presiding Justice of the highest court in the county in which the Premises are located, for the appointment of such third appraiser, and the other party shall not raise

any question as to the court's full power and jurisdiction to entertain the application and make the appointment.

(d) Any appraiser selected or appointed pursuant to this Section shall be a member of the American Institute of Real Estate Appraisers (or a successor organization), shall be an appraiser, and shall have been doing business as such in New York County for a period of at least fifteen (15) years before the date of his appointment. All appraisers chosen or appointed pursuant to this Section shall be sworn fairly and impartially to perform their duties as such appraiser. In the event of the failure, refusal or inability of any appraiser to act, his successor shall be appointed within ten (10) days by the party who originally appointed him or in the event such party shall fail so to appoint such successor, or in case of the third appraiser, his successor shall be appointed as hereinabove provided.

(e) Each party shall pay the fees and expenses of its respective appraiser and both shall share the fees and expenses of the third appraiser, if any. Each party shall be responsible for the fees and expenses of its own attorney and other representatives.

ARTICLE 36

INVALIDITY OF CERTAIN PROVISIONS

If a court of competent jurisdiction shall make a final determination that any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 37

EASEMENTS

Section 37.1 Easements. Subject to the provisions of Article 40 hereof, Landlord hereby grants to Tenant, Subtenants, and their respective contractors, agents, employees, and guests, during the Term, the following non-exclusive licenses, easements and rights-of-way:

(a) easement and right-of-way for the passage of pedestrian traffic over all streets, roads or avenues (collectively, the "Streets") running between the Premises and other improvements constructed on Roosevelt Island;

(b) easement and right-of-way for the passage of bicycles, baby carriages, shopping carts, velocipedes, strollers, and other non-motorized items of a similar nature, over all Streets or rights-of-way subject to the Rules and Regulations;

(c) a license over such portion of the land covered by the Master Lease as is (i) necessary in Landlord's reasonable judgment for use in construction of the Building, making repairs to the Building and, to the extent permitted, making capital improvements to, or Restoration of, the Building and (ii) not covered by any other lease, sublease or license (other than the Master Lease);

(d) a license over such portion of the land covered by the Master Lease as is (i) necessary for use and/or maintenance of the Building and (ii) not covered by any other lease, sublease or License (other than the Master Lease); and

(e) easement, right-of-way and right of access for the passage of vehicular traffic, subject to the Rules and Regulations, over all streets, roads, or avenues on Roosevelt Island, including any public streets or rights of way.

ARTICLE 38

RECORDING OF MEMORANDUM

Neither party may record this Lease until the time set forth below. Either Landlord or Tenant may at any time record a memorandum of this Lease, and in furtherance thereof Landlord or Tenant, upon the request of the other, shall join in the execution of a memorandum of lease or a memorandum of any amendment or modification of this Lease in proper form for recordation. After the tenth (10^{th}) anniversary of the date of this Lease, either party may record this Lease in its entirety (excluding Article 3 and Schedule 1).

ARTICLE 39

NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

Section 39.1 Tenant shall comply with all applicable requirements of the Affirmative Action Program annexed hereto as Exhibit D, and Tenant and Tenant's contractors and subcontractors shall be bound by the provisions of Paragraph 26 of the Master Lease, a copy of which is included as Exhibit E and incorporated herein by reference.

ARTICLE 40

ISLAND SERVICES AND COMMUNITY FACILITIES

Section 40.1 (a) Island Services Generally. Landlord and Tenant acknowledge that Landlord or its designees or predecessors have provided or caused to be provided certain services to the Roosevelt Island community which are in addition to services normally provided by municipalities ("Island Services") including, but not limited to (i) Tramway service, (ii) the central pneumatic collection system for the disposal and removal of refuse ("AVAC"). (iii) minibus service, (iv) public safety or security services, (v) "community service" worker and (vi) maintenance of (A) landscape of all areas not leased to other tenants of Landlord, (B) the streets, as required, in excess of municipal standards, (C) recreational and athletic facilities, and (D) parking in the Motorgate Parking Facility and parking in other areas.

(b) Charges for Island Services. Landlord may impose on Tenant a charge, in addition to Base Rent. for the furnishing of any Island Service, except for services referred to in Sections 3.1. 11.2 and 40.4 and charged under such Sections, but only if Landlord imposes a charge for such Island Service on all other lessees of buildings on Roosevelt Island containing residential apartments, in which event Tenant shall pay, unless otherwise provided herein, its pro-rata share (computed on the basis of the number of Completed Units in the Building as a percentage of the then total of the completed residential units on Roosevelt Island) of such charge as Rental under Article 3. Tenant's share of such charges shall not be decreased by reason of a decrease in the number of Completed Units in the Building resulting from a combination or diminution in the number of Units by Tenant. If Tenant fails to pay such charge, Landlord (in addition to any other rights and remedies provided herein) shall have all of the rights and remedies provided in this Lease in the case of non-payment of Rental. Landlord agrees that its collection processes for such charges shall be non-discriminatory. Landlord

acknowledges that it provides Island Services for the benefit of Roosevelt Island pursuant to its enabling legislation, and charges for Island Services, if imposed, will be for the purpose of providing funds for the provision thereof. Landlord agrees that it may not impose charges for Island Services as a means of covering litigation costs or losses incurred by Landlord as a result of litigation due to inadequate insurance coverage by Landlord.

(c) Additional Island Service. Landlord shall have the right to designate additional community services as "Island Services," provided, however, that New York City would no longer be responsible as the local municipal government as a matter of law in the absence of any contractual or lease obligations whatsoever for the providing of such services. In the event Landlord desires to have furnished any reasonable, necessary and not otherwise adequately provided maintenance or other services in respect of the common areas and facilities in Southtown, which Landlord is not then providing without charge elsewhere on Roosevelt Island, Landlord shall first offer Tenant and any other subtenants of residential buildings that would be affected the opportunity to elect (x) to perform or arrange for the performance of such services themselves, without cost or expense to Landlord, (y) to have Landlord perform (or arrange for the performance of) such services at the sole cost and expense of Tenant and such other subtenants, or (z) to not have such services performed. Landlord shall have no obligation to perform any such service for Tenant if Tenant does not make any such election. Any contractors proposed for the provision of any such service shall be subject to Landlord's prior written consent, which shall not be unreasonably withheld or delayed if the proposed contractor is not a Prohibited Person.

(d) It is not the intention of this Article 40 to relieve the lessor under the Master Lease of its obligation under Paragraph 3 of the Master Lease not to discriminate against residents of

Roosevelt Island with respect to the provision of police, fire, sanitation, health protection, public education and other municipal services.

Section 40.2 Change in or Curtailment or Discontinuance of Island Services. Landlord reserves the right to change, curtail or discontinue any or all of the Island Services and Landlord shall not be liable to Tenant or Subtenants if Landlord elects not, refuses, or fails, to furnish any or all of the Island Services, or for any injury to any Person or damage to the Premises or any property caused by, or resulting from the furnishing, curtailment or discontinuance of, or changes in, or any failure to furnish Island Services. Notwithstanding the foregoing, except in case of emergency, Landlord shall give Tenant reasonable advance notice of the curtailment or discontinuance of the Tramway or AVAC service, in light of the need to implement substitutes therefor. Nothing contained herein shall be deemed to relieve Landlord from liability to Tenant by reason of the negligence or wrongful acts of Landlord, its agents or employees.

Section 40.3 Security.

(a) Notwithstanding the provisions of Article 3 hereof with regard to Landlord's public safety services and Tenant's monthly payments therefor, Tenant, in addition, upon at least forty-five (45) days' prior written notice to Landlord, may hire its own security personnel for the Premises, provided that such personnel shall not regularly patrol beyond the Premises without the approval of Landlord and provided further that the public safety services of Landlord shall not be impeded or limited in their access to the Building. Tenant acknowledges and agrees that Landlord shall not take responsibility for patrolling the Premises or for the internal control and security of the Premises.

(b) Landlord shall have the right to enter the Premises, subject to the rights of Subtenants, in connection with performance of Landlord's public safety services, including the right to enter the Building in response to calls from Subtenants or other occupants of the Building or while in pursuit.

(c) Landlord shall have the right, at its cost and expense, to install antennae on the roofs of the Building for a security radio provided (i) Tenant shall have approved the plans

therefor, which approval shall not be unreasonably withheld, (ii) the antennae shall comply with all Requirements applicable thereto, (iii) such installation shall not violate the provisions of any insurance maintained by Tenant, (iv) Landlord's transmissions shall not interfere with Tenant's then existing Permitted Rooftop Equipment, and (v) Landlord shall indemnify Tenant with respect to the installation, operation, maintenance and repair of Landlord's antennae and the roof area to which it is attached, except to the extent any loss, cost, damage, claim or expense results from the acts or omissions of Tenant or any Subtenant (or any Person claiming by, through or under Tenant or any Subtenant), or their respective agents, contractors, representatives, licensees or invitees.

Section 40.4 AVAC/Refuse Disposal. (a) Tenant shall use the AVAC system serving Roosevelt Island for the disposal and removal of all refuse for which it was designed by depositing all such refuse into the AVAC input stations which Tenant shall construct. Refuse which the AVAC is not designed to process shall not be disposed in or through the AVAC. Tenant agrees that, at its sole cost and expense, it shall dispose of and remove from the Premises all refuse which the AVAC is not designed to process, in such manner as Landlord shall approve pursuant to agreements entered into by Landlord on behalf of Tenant, which agreements shall be subject to Tenant's approval, such approval not to be unreasonably withheld, or such other agreements as Landlord shall approve, such approval not to be unreasonably withheld. If such disposal and removal is pursuant to agreements entered into by Landlord, Tenant shall pay to Landlord, within ten (10) days after demand, at Landlord's option, either (i) Tenant's pro rata share of all costs and expenses incurred by Landlord under such agreements, or (ii) the costs and expenses attributable to the Premises which are incurred by Landlord under such agreements. If Tenant fails to pay such costs and expenses, Landlord (in addition to any other rights and remedies provided herein) shall have all of the rights and remedies provided for by law in the case of non-payment of rent. Landlord represents, that as of the date hereof, there is no condition or event to Landlord's knowledge, that would cause the termination of AVAC service. Tenant shall, at Tenant's expense, connect the Premises to the existing AVAC system and maintain, repair and replace all AVAC facilities located on the Premises.

Tenant and the other tenants of buildings within Southtown, Roosevelt Island shall be collectively responsible for fifty percent (50%), and Landlord shall be responsible for fifty percent (50%), of the costs of maintenance, repair and replacement of AVAC facilities serving Southtown; such collective fifty percent share to be allocated severally to Tenant and other tenants served by a particular AVAC facility on the basis of the number of buildings served thereby (e.g., if an AVAC facility serves the Building and two other Southtown buildings, Tenant's portion of such fifty percent share shall be one third).

(b) Notwithstanding the provisions of Section 40.4(a), the cost of maintenance, repair and replacement of the AVAC facilities to be installed to serve the Building and Building #3, Building #4, Building #5 and Building #6 (as such terms are defined in the Development Agreement) within the leased premises of each such building shall be shared by those of such buildings as have been completed and are occupied on a pro-rata basis (e.g., if the Building and such Building #3 and Building #4 are completed and occupied, then the tenants of each of them shall be responsible for one-third (1/3) of such costs). Landlord shall cause similar provisions to be inserted in the leases, if any, for Building #3, Building #4, Building #5 and Building #6.

Section 40.5 Transportation. Tenant shall have the right to operate a bus shuttle and/or water taxi to the Upper East Side of Manhattan solely serving employees and persons affiliated with the Cornell Entities and employees and staff of other East Side Medical Institutions residing in Southtown, provided that Tenant, at Tenant's sole cost and expense, (i) obtains and maintains in effect all federal, state and local governmental approvals and permits now or hereafter required for all construction and other work in connection therewith, (ii) constructs (in accordance with plans and specifications approved by Landlord), maintains, repairs and replaces when required all facilities in connection therewith, (iii) indemnifies and holds harmless Landlord and the landlord under the Master Lease from and against any and all costs, expenses, claims, losses and liabilities relating thereto, (iv) maintains at all times all property, liability and other insurance that a prudent operator of such a service would maintain, in amounts, with carriers and upon terms and conditions as Landlord may reasonably approve or require, with Landlord and the landlord under the Master Lease named as additional insureds thereunder, as their interests may appear,

with such insurance otherwise satisfying the requirements of Article 7 of this Lease, and (v) provides a construction, operating and maintenance plan to Landlord, which shall be subject to Landlord's approval with respect to scheduling, safety, noise, waste removal and other environmental matters, and to assure that any such service will not disturb residents of Roosevelt Island or interfere with the operation of services provided to Roosevelt Island. Bus service may be provided only between the hours of 6:00 PM and 6:00 AM, not more frequently than once in any half-hour period, and shall be only for use by the Persons described in this Section 40.5 (any expansion of such hours or frequency shall be subject to Landlord's consent which may be withheld in Landlord's sole and absolute discretion, provided however that in the case of an emergency or at such times when the subway serving Roosevelt Island is not operating, and only so long as subway service is suspended, Landlord shall cooperate with Tenant's efforts to provide expanded bus service (so long as such expanded service would not unreasonably interfere with traffic on Roosevelt Island)). Tenant shall coordinate the operation of the bus with Landlord and shall cooperate with Landlord to assure that traffic congestion on Roosevelt Island is minimized. The provisions of this Section 40.5 shall apply only so long as Tenant is an East Side Medical Institution.

Section 40.6 No Third Party Rights. The provisions of this Article 40 shall not be deemed to grant any rights to any Person, including, without limitation. any subtenant or other resident on or visitor to Roosevelt Island, except Tenant and/or Landlord, and the terms of this Article 40 shall be enforceable only by Tenant and/or Landlord.

ARTICLE 41

MISCELLANEOUS

Section 41.1 Captions. The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

Section 41.2 Table of Contents. The Table of Contents is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Lease or as supplemental thereto or amendatory thereof.

Section 41.3 Gender and Successors. The use herein of the neuter pronoun in any reference to Landlord or Tenant shall be deemed to include any individual Landlord or Tenant, and the use herein of the words "successor and assign" or successors and assigns" of Landlord or Tenant shall be deemed to include the heirs, legal representatives and assigns of any individual Landlord or Tenant. Words of the masculine gender shall mean and include correlative words of the feminine and neuter gender and words importing the singular shall mean and include the plural and vice versa.

Section 41.4 Reference to Landlord or Tenant. If more than one party is named as or becomes Landlord or Tenant hereunder, Landlord or Tenant, as the case may be, may require the signatures of all such parties in connection with any notice to be given or action to be taken by Landlord or Tenant, as the case may be, hereunder. Subject to the provisions of Sections 41.5 and 41.9 hereof, each party named as Landlord or Tenant shall be fully liable for all of Landlord's or Tenant's, as the case may be, obligations hereunder. Any notice by Landlord or Tenant to any party named as Landlord or Tenant, as the case may be, shall be sufficient and shall have the same force and effect as though given to all parties named as Landlord or Tenant, as the case may be.

Section 41.5 Landlord's Exculpation. The liability of Landlord or of any Person who has at any time acted as Landlord hereunder for damages or other monetary amounts shall be limited to Landlord's interest in the Premises, including, without limitation, the rents and profits therefrom, the proceeds of any insurance policies covering or relating to the Premises, any awards payable in connection with any condemnation of the Premises or any part thereof, and any other rights, privileges, licenses, franchises,

claims, causes of action other interests, sums or receivables appurtenant to the Premises. Neither Landlord nor any such Person nor any of the members, directors, officers, employees, agents or servants of either shall have any liability (personal or otherwise) hereunder beyond Landlord's interest in the Premises, and no other property or assets of Landlord or any such person or any of the members, directors, officers, employees, agents or servants of either shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies hereunder. This Section shall survive expiration or earlier termination of the Lease.

Section 41.6 Non-Merger of Lease. Except as otherwise expressly provided in this Lease, there shall be no merger of this Lease or the leasehold estate created hereby with the fee estate in the Premises or any part thereof by reason of the same Person acquiring or holding, directly or indirectly, any interest in this Lease or the leasehold estate created hereby as well as an interest in the fee estate in the Premises.

Section 41.7 Transfer of Landlord's Interest. If RIOC or any successor to its interest hereunder ceases to be the tenant under the Master Lease or there is any sale or sales, assignment or assignments, or transfer or transferor of the tenant's leasehold interest in the Premises under the Master Lease, the seller, assignor or transferor, as the case may be, shall be and hereby is entirely freed and relieved of all agreements, covenants and obligations of Landlord hereunder to be performed from and after the date of such sale, assignment or transfer, and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the Person who acquires or owns the Premises including, without limitation, the purchaser, assignee or transferee on any such sale, assignment or transfer, that such Person has assumed and agreed to carry out any and all agreements, covenants and obligations of Landlord hereunder accruing from and after the date of such acquisition, sale, assignment or transfer. Nothing hereinbefore set forth shall be construed to relieve Landlord from its obligation to comply with Landlord's agreements, covenants and obligations under this Lease required to be performed prior to the date of any such sale, assignment or transfer of Landlord's interest in the Master Lease. If Landlord is then holding any funds of Tenant or amounts prepaid by Tenant and not yet accrued, and provided that no Default shall have occurred and remain uncured, Landlord shall, at the time

of such transfer, transfer the same to the assignee or successor. The Specified Rental Payment, once made, shall not be deemed to be funds of Tenant or amounts prepaid by Tenant for this purpose.

Section 41.8 Transfer of Tenant's Interest. If Tenant, or any successor to its interest hereunder ceases to have any interest in the leasehold estate hereby created by reason of any authorized and valid sale or sales, assignment or assignments or transfer or transfers of the Tenant's interest hereunder in accordance with the terms of Article 10 of this Lease, the seller, assignor or transferor shall be and hereby is entirely freed and relieved of all agreements, covenants and obligations of Tenant hereunder to be performed from and after the date of such sale, assignment or transfer, and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the Person who acquires or owns the Tenant's interest in the Premises under this Lease, including, without limitation, the purchaser or transferee in any such sale, disposition or transfer, such Person has assumed and agreed to carry out any and all agreements, covenants and obligations of Tenant hereunder to be performed from and after the date of such acquisition, sale or transfer. Nothing hereinbefore set forth shall be construed to relieve Tenant from any liability with respect to agreements, covenants and obligations required to be performed under this Lease prior to the date of any such sale, assignment or transfer of the Tenant's interest hereunder.

Section 41.9 Amendment of Lease. This Lease cannot be changed or terminated orally, but only by a written instrument of change, modification, waiver or termination executed by the party against whom enforcement of any change, modification, waiver or discharge is sought.

Section 41.10 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New York.

Section 41.11 Successors and Assigns. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of Landlord and Tenant and their respective permitted successors and assigns.

Section 41.12 No Joint Venture. Nothing herein is intended nor shall be deemed to create a joint venture or partnership between Landlord and Tenant, nor to make Landlord in any way responsible for the debts or losses of Tenant.

Section 41.13 Tax Benefits. As between Landlord and Tenant, Tenant shall have the exclusive right, if any, during the Term to all depreciation deductions, investment tax credits and other similar tax benefits attributable to any construction, demolition and Restoration performed by Tenant or attributable to the ownership of the Building. Landlord from time to time shall execute and deliver such instruments as Tenant shall reasonably request in order to effect the provisions of this Section 41.14, and Tenant shall pay Landlord's reasonable costs and expenses thereof. Landlord neither makes nor implies any representations as to the availability of any such deductions, credits or tax benefits.

Section 41.14 Entire Agreement. This Lease and the Exhibits hereto contain all the promises, agreements, conditions, inducements and understandings between Landlord and Tenant relative to the Premises and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, between them other than as herein set forth other than as may be expressly contained in any written agreements or instruments executed by the parties or a party hereto.

Section 41.15 Counterparts. This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Lease by signing any of such counterparts.

Section 41.16 Certification of Usable Square Feet. Upon completion of the Final Plans and Specifications, as such term is defined in the Development Agreement, Landlord and Tenant shall execute an amendment to this Lease setting forth: (i) Usable Square Feet for each Unit, and (ii) Usable Square Feet for the Building. In the event that Landlord and Tenant cannot agree upon the terms of the Lease amendment described above, such dispute shall be resolved by arbitration in accordance with the provisions of Article 35 hereof.

Section 41.17 Certifications Generally. Any certification by Tenant to Landlord under this Lease shall be accompanied by such reasonable supporting documentation (i.e., invoices and other cost information) as may be appropriate or necessary for Landlord to review and confirm the information relating to the matter in question.

Section 41.18 Further Assurances. Landlord and Tenant each agrees to take such further actions, and execute and deliver such additional documents, as may be reasonably requested by the other to effectuate the intent of this Lease and the provisions hereof.

ARTICLE 42

RIGHT OF FIRST NEGOTIATION

Section 42.1 Right of First Negotiation. It has been contemplated that the reversionary interest of the Master Landlord in Roosevelt Island may be conveyed by the City of New York prior to the expiration of the Term. Furthermore, the General Development Plan expressly provides for hospital-related housing on Roosevelt Island. Accordingly, (a) if, and only if, the term of the Master Lease is extended beyond the present expiration date thereof, and provided that Tenant is an East Side Medical Institution at the time in question, then in order to carry out the intent of the General Development Plan regarding hospital housing for the betterment of the City of New York, Landlord agrees that in connection with such an extension of the Master Lease, Landlord shall, commencing upon the later of (i) July 1, 2065 or (ii) ninety (90) days after the Master Lease has been amended to provide for an extension of the present expiration date thereunder, negotiate in good faith, for a period of not less than two (2) months nor more than six (6) months, an extension of this Lease at a then fair market rental, taking into account the improvements on the Premises and the use thereof. If Landlord and Tenant fail to agree on such a fair market rental during such negotiating period, then Landlord shall not lease the Premises to a third party for a rental less favorable to Landlord than that contained in the final offer of Tenant in the course of the negotiations, without first again offering to Tenant the rights contained in this Section 42.1; and (b) if, and only if, Landlord intends to sell its interest in the Premises or the Building only (or the Premises and Building together with other premises or buildings in which East Side Medical Institutions are tenants of all or a substantial portion thereof [and not its interest under the Master Lease or its interest in the Premises and/or the Building together with any other interests in property or properties on Roosevelt Island in which an East Side Medical Institution is not a tenant of all or a substantial portion thereof (it being specifically understood that this right does not apply to a proposed sale including any other properties or interests on Roosevelt Island except as aforesaid)]; such a sale of Landlord's interest in the Premises and/or the Building is referred to in this Section 42.1 as a "Landlord Sale", and provided that Tenant is an East Side Medical Institution at the time in question, then in order to carry out the intent of

the General Development Plan regarding hospital housing for the betterment of the City of New York, Landlord agrees that in connection with any such Landlord Sale, Landlord shall, prior to agreeing to a Landlord Sale with any other party, negotiate in good faith for a period of not less than two (2) nor more than six (6) months, a sale of the interest in the Premises and/or the Building proposed to be conveyed in the Landlord Sale, to Tenant, at a then fair market price, taking into account the terms of this Lease, the improvements on the Premises and the use thereof. If Landlord and Tenant fail to agree on such a fair market price during such period, then Landlord shall not enter into an agreement with a third party for a Landlord Sale on terms less favorable to Landlord with respect to the Premises and/or the Building than those contained in the final offer of Tenant in the course of the negotiations without first again offering to Tenant the rights contained in this Section 42.1. Tenant's rights under this Article 42 shall be conditioned on there being no Event of Default which remains uncured at any time during the negotiations described above or on the Expiration Date.

ARTICLE 43

LETTERS OF CREDIT

Section 43.1

(a) Letter of Credit. Where this Lease expressly provides for the provision of a Letter of Credit, Tenant shall deliver to Landlord a letter of credit in accordance with the provisions hereof (hereinafter called a "Letter of Credit", which term shall also refer to any Replacement Letter of Credit, as hereinafter defined).

(b) Presentment of Sight Draft(s) Under Letter of Credit. If Tenant (i) fails to perform any of Tenant's obligations under this Section 43.1 in strict compliance with the requirements of this Section 43.1 or (ii) violates any prohibition contained in this Section 43.1, with respect to a Letter of Credit, then Landlord shall have the right (in addition to all other rights and remedies provided in this Lease and without Landlord's exercise of such right being deemed a waiver or a cure of Tenant's failure to perform), without notice to Tenant, to present for immediate payment sight draft(s) in any amount Landlord elects up to the full amount then available under such Letter of Credit and to apply the proceeds thereof in the manner provided in this Lease for the application of the proceeds of such Letter of Credit. Any proceeds not so applied shall be held by Landlord or invested and reinvested in United States government securities maturing in no more than ninety (90) days or in federally insured money market accounts. Any interest earned thereon shall constitute proceeds of such Letter of Credit and shall be applied in the same manner as the proceeds of such Letter of Credit are applied. Landlord's obligations with respect to the presentment of any Letter of Credit, the return of any Letter of Credit or any proceeds thereof shall be governed by the applicable provisions of this Lease.

(c) Purpose of Letter of Credit. Tenant acknowledges that the purpose of each Letter of Credit is to provide sure and certain security for Landlord and that Landlord has accepted each Letter of Credit for that purpose, in place of a cash deposit in the same amount, with the understanding that each Letter of Credit is to be the functional equivalent of a cash deposit. To further assure that each Letter of Credit achieves its intended purpose, the parties agree as set forth below. Tenant acknowledges that the

waivers in this Section 43.1(c) constitute a material portion of the inducement to Landlord to accept each Letter of Credit under the terms and conditions of this Section 43.1, and that Landlord has agreed to accept each Letter of Credit in reliance on Tenant's waivers in this Section.

(i) Waiver of Certain Relief. Tenant unconditionally and irrevocably waives (and as an independent covenant hereunder, covenants not to assert) any right to claim or obtain any of the following relief in connection with each Letter of Credit:

(A) A temporary restraining order, temporary injunction, permanent injunction, or other order that would prevent, restrain or restrict the presentment of sight drafts drawn under any Letter of Credit or the Issuer's honoring or payment of sight draft(s); or

(B) Any attachment, garnishment, or levy in any manner upon either the proceeds of any Letter of Credit or the obligations of the Issuer (either before or after the presentment to the Issuer of sight drafts drawn under such Letter of Credit) based on any theory whatever.

(ii) Remedy for Improper Drafts. Tenant's sole remedy in connection with the improper presentment or payment of sight drafts drawn under any Letter of Credit shall be the right to obtain from Landlord a refund of the amount of any sight draft(s) that were improperly presented or the proceeds of which were misapplied, together with interest at the Involuntary Rate and reasonable attorneys' fees. Tenant acknowledges that the presentment of sight drafts drawn under any Letter of Credit, or the Issuer's payment of sight drafts drawn under such Letter of Credit, could not under any circumstances cause Tenant injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy therefor. In the event Tenant shall be entitled to a refund as aforesaid and Landlord shall fail to make such payment within ten (10) days after demand, then, in addition to any other remedies available at law, Tenant shall have the right to deduct the amount thereof together

with interest thereon at the Involuntary Rate from the next installment(s) of Base Rent or Additional Rent.

(iii) Notices to Issuer. Tenant shall not request or instruct the Issuer of any Letter of Credit to refrain from paying sight draft(s) drawn under such Letter of Credit.

(d) Assignment. If either Landlord or Tenant desires to assign its rights and obligations under this Lease in compliance with the provisions of this Lease, then the parties to this Lease shall, at the assignor's request, cooperate so that concurrently with the effectiveness of such assignment, Tenant shall deliver to Landlord a Replacement Letter of Credit as described in Section 43.1(e) or an appropriate amendment to such Letter of Credit, in either case identifying as Applicant and Beneficiary the appropriate parties after the assignment becomes effective. The assignor shall pay Issuer's fees for issuing such Replacement Letter of Credit or amendment.

(e) Replacement of Letter of Credit. Tenant shall replace any Letter of Credit with a replacement letter of credit (the "Replacement Letter of Credit") (i) at least thirty (30) days prior to the expiration date of a Letter of Credit which is expiring or (ii) within ten (10) days after the date on which the Issuer delivers any notice purporting to terminate or to decline to renew such Letter of Credit, or expressing any intention to do either of the foregoing. Upon Tenant's delivery to Landlord of a Replacement Letter of Credit complying with the provisions of this Lease, Landlord shall deliver in accordance with Tenant's reasonable instructions such Letter of Credit being replaced, provided that at such time no sight draft(s) under such Letter of Credit are outstanding and unpaid. Except as otherwise specifically provided in this Lease, any Replacement Letter of Credit (x) shall be subject to all the provisions of this Lease governing the Letter of Credit being replaced, as if it were such Letter of Credit, and (y) shall be upon the same terms and conditions as the Letter of Credit replaced, but in any event:

(i) Amount. The amount of each Replacement Letter of Credit shall equal or exceed the amount of such Letter of Credit at the time of replacement.

(ii) Dates. The date of the Replacement Letter of Credit shall be its date of issuance. The expiration date of the Replacement Letter of Credit, as referred to in the

opening paragraph of such Replacement Letter of Credit, shall be exactly one year later than the expiration date of the Letter of Credit being replaced but no later than the Expiration Date, and each Replacement Letter of Credit shall contain language stating that the Replacement Letter of Credit shall automatically be extended for an additional period of one year from its expiration date or any extended expiration date unless thirty (30) days prior to such date the issuing bank shall notify the beneficiary in writing that it elects not to renew the Replacement Letter of Credit for such additional period.

(iii) Each Replacement Letter of Credit shall be issued or confirmed, within the meaning of New York Uniform Commercial Code Section 5-103(l)(f), in its entire amount, by a bank reasonably satisfactory to Landlord that is a member of the New York Clearing House Association and has assets in excess of $7,500,000,000 and a net worth in excess of $300,000,000. The office for presentment of sight drafts specified in the Replacement Letter of Credit shall be located at a specified street address within the Borough of Manhattan, City of New York.

(f) Re-issuance. In the event Landlord shall have presented any Letter of Credit solely as a result of Tenant's failure to deliver a Replacement Letter of Credit, Tenant shall have the right, within six (6) months after such presentation, to deliver to Landlord a Replacement Letter of Credit satisfying the requirements of this Section 43.1(e). Landlord shall remit to Tenant the proceeds of any Letter of Credit presented by Landlord upon delivery to Landlord of such Replacement Letter of Credit; provided Landlord shall retain from such proceeds an amount sufficient to reimburse Landlord for all costs and expenses incurred by Landlord in connection with or arising out of Landlord having presented any Letter of Credit.

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

ROOSEVELT ISLAND OPERATING CORPORATION, Landlord

By: _____

Dennis P. Ryan, Acting Commissioner of the Division of Housing and Community Renewal and Chairman of the Board

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

ROOSEVELT ISLAND OPERATING CORPORATION, Landlord

By:_____
Dennis Ryan, Acting Commissioner of the Department of Housing and Community Renewal and Chairman of the Board

SOUTHTOWN ASSOCIATES 2, LLC, Tenant

By: Related Southtown Associates I, LLC

By:_____
Bruce A. Beal, Vice-President

By: Hudson Southtown Associates I LLC, Member

By:_____
David Kramer, Member

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

On the 20th day of _____, in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared David Kramer, 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 this instrument.

Michael M. Nawrocki
Notary Public

MICHAEL M. NAWROCKI
Notary Public, State of New York
[illegible]
Qualified in Kings County
Commission Expires June 30, 2002

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

On the 21th day of Dec., in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Beal, 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 this instrument.

Notary Public

ROBERT P. SCHROEDER
Notary Public, State of New York
No. 41-4903179
Qualified in Queens County
Commission Expires 7/31/02

EXHIBIT A

LEGAL DESCRIPTION OF LAND

EXHIBIT A

Property Description

Title No. 815863

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, as laid out on the accompanying plan titled "Southtown Infrastructure Project, Roosevelt Island, New York, Subdivision Plan, dated 1/25/01, revised 4/09/01 and 10/08/01, prepared by Vollmer Associates, LLP, Engineers-Landscape Architects-Planners-Surveyors - 50 West 23rd Street - New York, NY 10010-5205" situate, lying and being in the Borough of Manhattan, City, County, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly side of Main Street, a proposed street (80 feet wide), said point being on the division line between Lot #4 and the southerly line of Lot #3, and having a coordinate of North 12895.499, East 17147.683;

Running thence along said division line, North 55 degrees 27 minutes 00 seconds West, a distance of 273.42 feet to a point along the southeasterly line of Lot #1;

Running thence North 43 degrees 17 minutes 29 seconds East, a distance of 214.08 feet to a point along the division line between Lot #3 and the southwesterly line of Lot #2;

Running thence along said division line South 30 degrees 04 minutes 41 seconds East, a distance of 223.19 feet to an angle point;

Running thence South 54 degrees 04 minutes 41 seconds East, a distance of 41.99 feet to a point along the northwesterly side of Main Street, a proposed street (80 feet wide);

Running thence along said proposed street South 35 degrees 55 minutes 19 seconds West, a distance of 114.99 feet to the point and place of beginning.

The above description was prepared by Vollmer Associates LLP, Surveyors.

Reservations

SUBJECT to such non-exclusive easements and rights-of-way upon, over, under, across and through the Premises, including rights of ingress and egress, as may be necessary or desirable to permit Landlord to exercise its rights and/or perform its obligations under this Lease.

SUBJECT to an easement upon, over, under, across and through the Premises for construction, repair, maintenance and replacement of AVAC. The parties acknowledge that it is intended that such easement shall be specifically located on a survey, to be prepared without expense to Landlord, when the location thereof is determined.

SUBJECT to a thirty-five foot wide easement upon, over, under, across and through the Premises for repair, maintenance and replacement of sewer line, provided same shall not interfere with the operation of the Building. The parties acknowledge that it is intended that such easement shall be specifically located on a survey, to be prepared without expense to Landlord, when the location thereof is determined.

SUBJECT to a nonexclusive, reasonable easement for rights of way in favor of residents of Roosevelt Island for ingress and egress only, upon, over, across and through portions of the Premises outside of the Building and other areas where from time to time improvements and enclosed areas are located, only to the extent necessary or desirable to permit the use and enjoyment of public facilities located outside the Premises by residents of Roosevelt Island; provided, however, that such easement for rights of way shall not interfere with Tenant's right to maintain the peaceful, secure and orderly enjoyment of the Premises, including the maintenance of the first class appearance and cleanliness thereof, and provided further, however, that the portion of the Premises subject to said easement for rights of way, to the extent unimproved from time to time, shall be maintained as unfenced, open space.

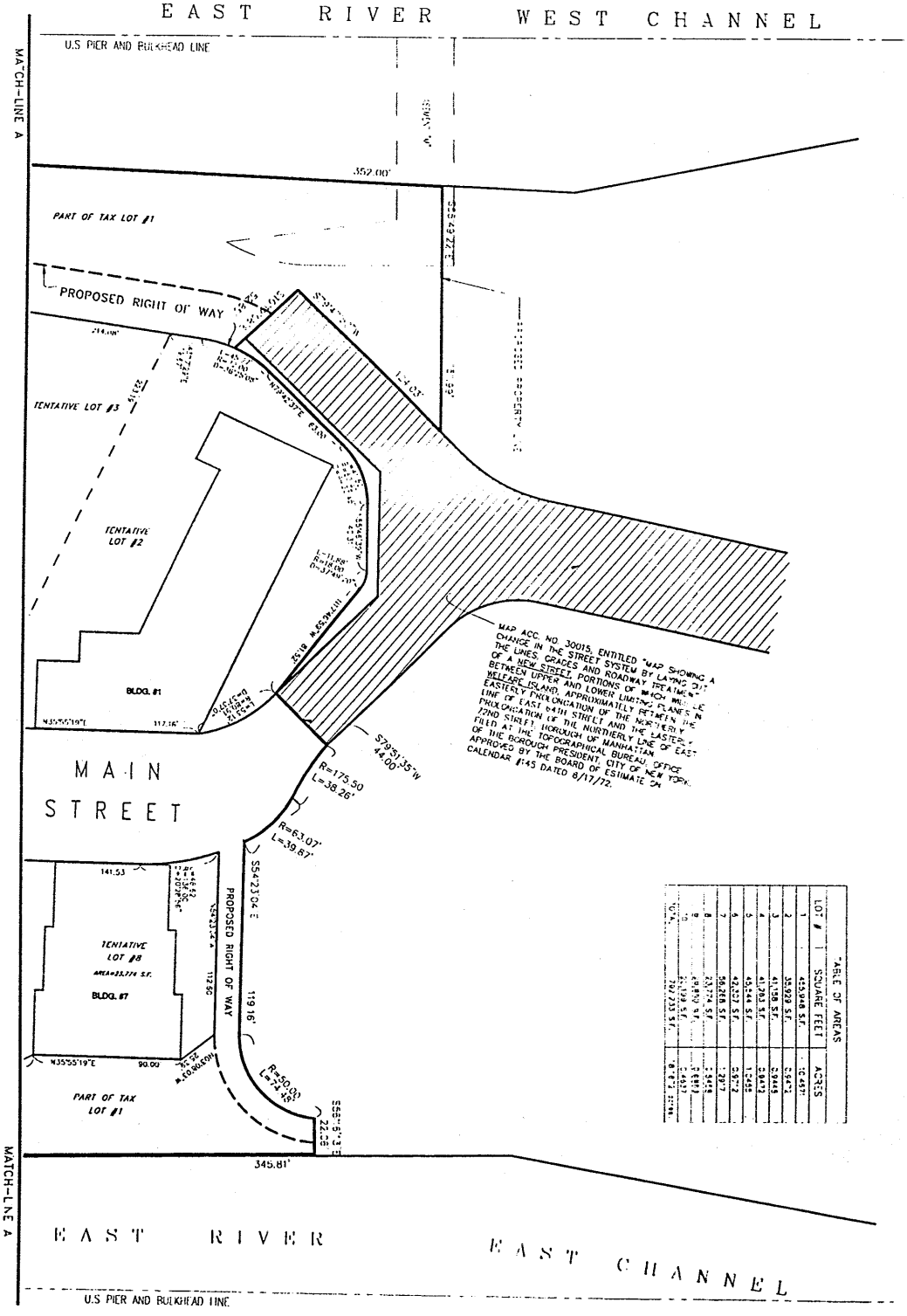


TABLE OF AREAS

LOT #	SQUARE FEET	ACRES
1	455,948 S.F.	10.467
2	35,929 S.F.	0.825
3	41,198 S.F.	0.946
4	41,793 S.F.	0.9472
5	45,544 S.F.	1.0455
6	42,557 S.F.	0.9772
7	56,268 S.F.	1.2917
8	23,774 S.F.	0.5458
9	47,859 S.F.	1.0987
10	21,199 S.F.	0.4867
TOTAL	769,233 S.F.	17.6615

Robert J. Sligar
Registered Professional Land Surveyor
Registration No. 49824
State of New York
This Map is Valid Only When Bearing The Seal of The Surveyor

DESIGNED BY: P.J.
DRAWN BY: P.J.
CHECKED BY: E.A.E.
CHECKED BY: E.A.E.

GRAPHIC SCALE 1 inch = 30 ft.

DATE: 12/9/01
SHEET: 1 OF 3

ROOSEVELT ISLAND
SUBDIVISION PLAN

ROOSEVELT ISLAND DEVELOPMENT CORPORATION
BY: [illegible]

THE RELATED COMPANIES, LP
BY: [illegible]

THE HUDSON COMPANIES, INC.
BY: [illegible]

DAVIS BROTHERS, LLP
BY: [illegible]

GILTSPUR MANHATTAN ARCHITECTS
BY: [illegible]

LANDSCAPE ARCHITECTS, P.C.
BY: [illegible]

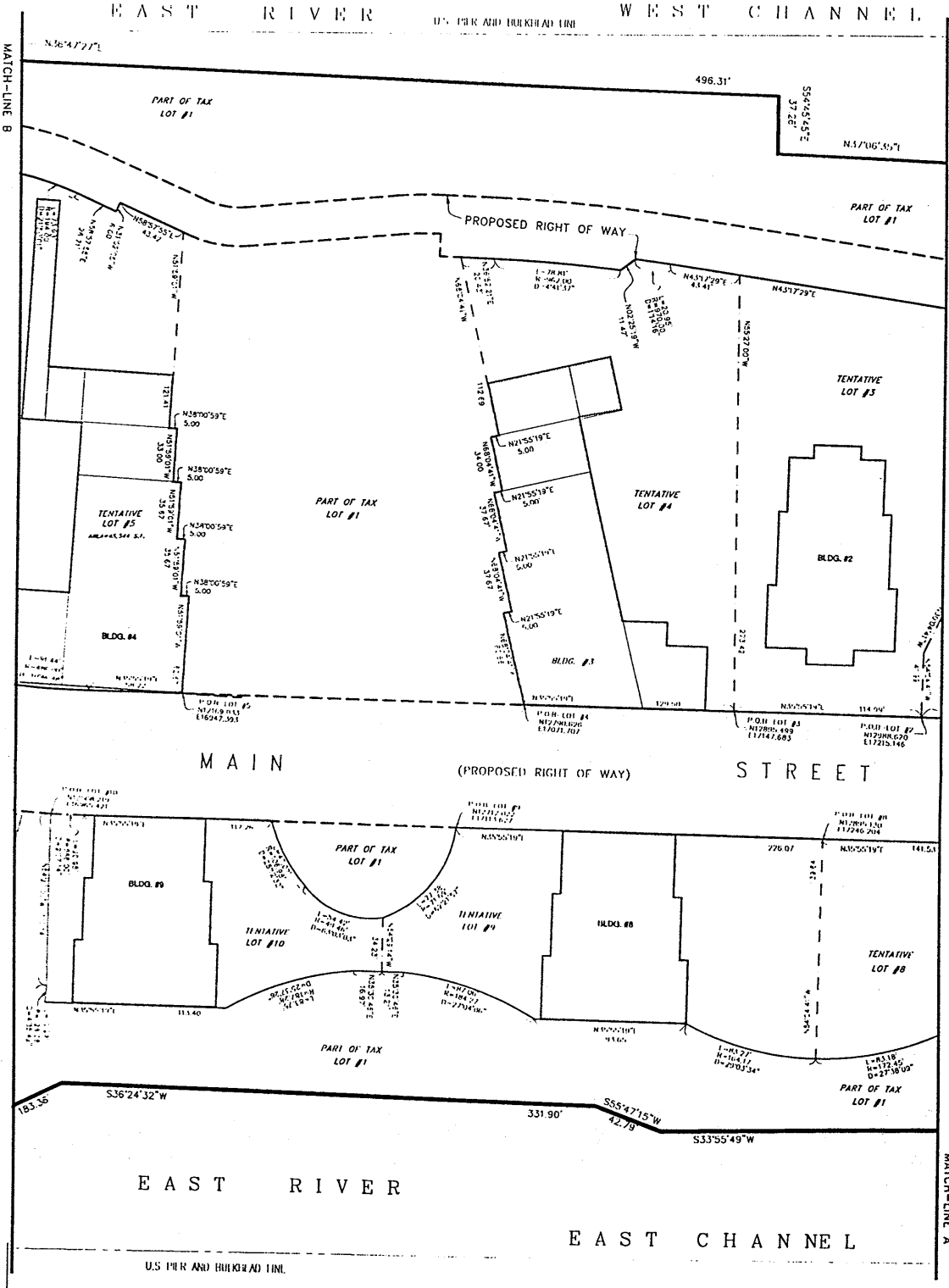
VOLLMER ASSOCIATES LLP
BY: [illegible]

REVISIONS

NO.	DATE	DESCRIPTION
1	12/9/01	[illegible]

RIOC

SOUTHTOWN INFRASTRUCTURE PROJECT
Roosevelt Island, New York



Kenneth A. Stigner
Licensed Professional Land Surveyor
Registered No. 049824
In the State of New York
Date of Survey: January 25, 2001

ROOSEVELT ISLAND
SUBDIVISION PLAN

DATE 1/25/01

SHEET 2 OF 3

DESIGNED BY P.J.
DRAWN BY P.J.
CHECKED BY M.A.K.
QUALITY CHECKED BY M.A.K.

GRAPHIC SCALE 1 inch = 50 ft.

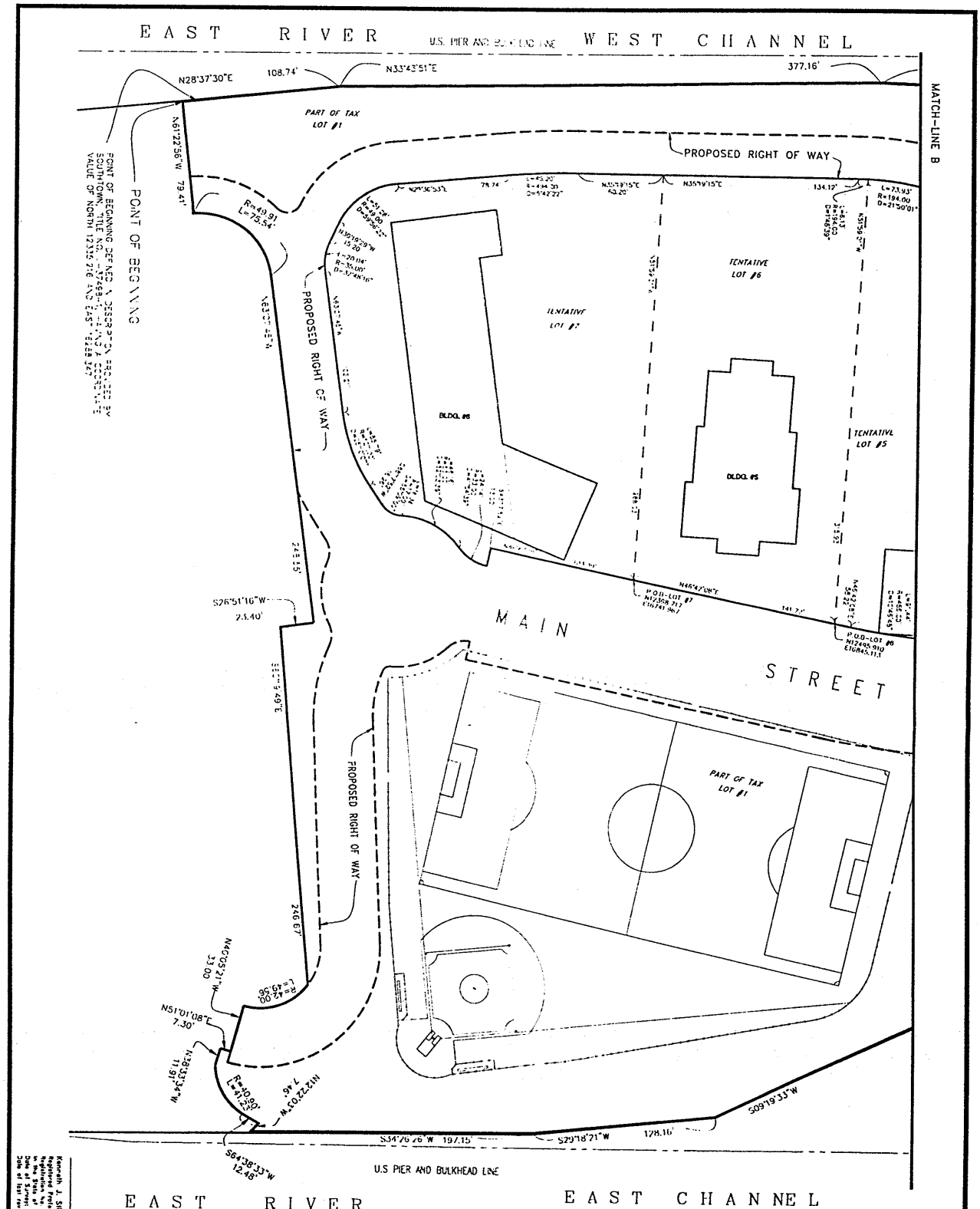
REVISION | DATE | APPD.
1. LOT NUMBERS | 2/15/01 | MAK
2. ADDED LOT LINE DIMENSIONS | 3/15/01 | MAK

1. THIS SURVEY IS FROM THE ORIGINAL SURVEY MAPS OF THE ROOSEVELT ISLAND OPERATING CORPORATION AND THE TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY. THE COORDINATE SYSTEM AS USED IN THIS SURVEY WAS ESTABLISHED BY TIES TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, LONG ISLAND ZONE, NAD 83 DATUM. ELEVATIONS SHOWN HEREON ARE BASED ON NGVD 1929 DATUM AS ESTABLISHED BY THE U.S. ARMY CORPS OF ENGINEERS.
2. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL ARE A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
3. THE CERTIFICATION SHOWN HEREON APPLIES ONLY TO THE PROPERTY AND DATES THE TITLE NO. REPORT NO. CLOSE MATHEMATICALLY AND POSITIONALLY WITHIN THE ACCURACY STANDARDS OF THE LOCAL JURISDICTION. THE CERTIFICATION IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ANY CHANGES IN THE OUTBOUND DESCRIPTION MUST BE APPROVED BY A LICENSED LAND SURVEYOR PRIOR TO THE RECORDING OF ANY DEED.
5. THIS SURVEY IS SUBJECT TO ANY STATEMENT OF FACTS THAT AN ACCURATE TITLE REPORT MAY DISCLOSE. THE SURVEYOR HAS NO RESPONSIBILITY FOR TITLE MATTERS OR ENCUMBRANCES AFFECTING THE PROPERTY.
6. ANY REPRODUCTIONS OF THIS SURVEY MAP WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR SHALL BE CONSIDERED TO BE A TRUE VALID COPY.

SOUTHTOWN INFRASTRUCTURE PROJECT
Roosevelt Island, New York

ROOSEVELT ISLAND OPERATING CORPORATION
TRIBECA DEVELOPMENT COMPANY, LLC
TRIBECA DEVELOPMENT COMPANY, LLC
THE HUDSON COMPANIES, INC.
DAVIS BRODY BOND, LLP
GRUZEN SAMTON ARCHITECTS
MATTHEWS NELSON LANDSCAPE ARCHITECTS, PC
YOLLMER ASSOCIATES

RIOC



Kenneth J. Siljenar
Registered Professional Land Surveyor
In the State of New York
Date of Survey: January 25, 2001
Date of last revision:

DATE 10/8/01
ROOSEVELT ISLAND
SUBDIVISION PLAN
SHEET 3 OF 3

DESIGNED BY P.J.
DRAWN BY P.J.
CHECKED BY R.A.K.
CHECKED BY R.A.K.

GRAPHIC SCALE 1" = 100' = 30.48 m

REVISION DATE

ROOSEVELT ISLAND OPERATING CORPORATION

THE RELATED COMPANIES, LP

THE BOSTON COMPANIES, INC.

DAVIS, BROWN, KOH, LLP

GRUZEN SAMTON ARCHITECTS

MATTHEWS NELSON LANDSCAPE ARCHITECTS, PC

VOLLMER ASSOCIATES

SOUTHTOWN INFRASTRUCTURE PROJECT
Roosevelt Island, New York

UDC

EXHIBIT B

TITLE MATTERS

1. Terms, covenants and conditions of the Agreement of Lease of Roosevelt Island by and among New York City, UDC and UDC's subsidiary, Welfare Island Development Corporation, dated December 23, 1969, recorded on December 24, 1969 in Reel 160 at Page 1758. as amended by Amendments dated July 26, 1972, December 6, 1973 and December 16, 1977, and as assigned to RIOC on July 21, 1988.

2. State of facts that an accurate survey would show.

3. Zoning and other laws, ordinances, governmental regulations, orders and requirements pertaining to the Premises or this transaction as overridden by the Zoning Waiver.

4. Provisions, easements, and restrictions contained in the Urban Renewal Plan referred to in the lease made by and between The City of New York (Landlord) and New York State Urban Development Corporation, (Lessee) and Roosevelt Island Development Corporation (f/k/a Welfare Island Development Corporation) (Subsidiary), dated 12/23/69 and recorded 12/24/69 in Reel 160 page 1757.

5. If the Premises includes land now or formerly lying below the high water mark of the East River. rights of the United States Government to enter upon and take possession of such lands.

6. If the Premises includes land now or formerly lying below the high water mark of the East River. rights of the public in and to such land.

7. Rights of the United States Government, the State of New York and the City of New York or any of their departments or agencies to regulate and control the use of the piers, bulkhead and land under water and land adjacent thereto.

EXHIBIT C

MASTER LEASE

[Conformed]

THE CITY OF NEW YORK,

LESSOR

NEW YORK STATE
URBAN DEVELOPMENT CORPORATION,

LESSEE

WELFARE ISLAND DEVELOPMENT CORPORATION,

SUBSIDIARY

Lease

Dated: December 23, 1969

REPRINT—April 1974
(with Amendments dated July 26, 1972
and December 6, 1973)

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THIS LEASE, made this 23rd day of December, 1969 between THE CITY OF NEW YORK, a municipal corporation of the State of New York having an office at City Hall, Borough of Manhattan, City, County and State of New York ("Lessor"), the NEW YORK STATE URBAN DEVELOPMENT CORPORATION, a public benefit corporation of the State of New York having an office at 666 Fifth Avenue, Borough of Manhattan, City, County and State of New York ("Lessee"), and the WELFARE ISLAND DEVELOPMENT CORPORATION, a New York corporation having an office at 666 Fifth Avenue, Borough of Manhattan, City, County and State of New York ("Subsidiary"),

WITNESSETH:

1. *Leased Property; Term of Lease.* Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described property (the "Leased Premises"):

(a) All the lands described in Schedule 1 attached hereto; and

(b) All building structures, facilities, equipment, paving, surfacing and other structures now or hereafter located on such lands;

SUBJECT, HOWEVER, to (i) the agreements of record and other exceptions referred to in such Schedule 1, and (ii) such state of facts as an accurate survey would show:

FOR a term commencing on the date hereof and expiring (unless this Lease shall sooner terminate as provided herein) at midnight on the 99th anniversary of the date hereof.

2. *Lessee's Obligation to Prepare Plans and Construct Improvements; Lessor's Obligation to Relocate and Demolish; Agreement with Subsidiary.* Lessee shall prepare or cause to be prepared designs, plans and specifications for the Improvements called for by the General Development Plan, shall obtain or cause sublessees to obtain or shall otherwise arrange for financing upon such terms as Lessee shall deem appropriate for the development of the Improvements and shall construct the Improvements or cause the Improvements to be constructed. Construction shall commence, subject to

Enforced Delay, no later than eighteen months from the date hereof and shall be completed, subject to Enforced Delay, no later than the eighth anniversary of such date or, in the event subway service to the Leased Premises shall not have commenced by such eighth anniversary, then such construction shall be completed two years after the actual commencement of such service to the Leased Premises.

In the event of any delay in the completion of construction beyond the fifteenth (15th) anniversary of the date hereof on account of failure to commence such subway service, either Lessor or Lessee may upon 180 days' prior written notice terminate this Lease. Upon such termination Lessor shall

(a) pay to the trustee for the holders of any indebtedness of Lessee a sum of money sufficient to fully and completely redeem any such indebtedness of Lessee allocable to Public Facilities, with accrued interest, then outstanding, together with an opinion of Lessor's Corporation Counsel stating that the Lessor has power and is duly authorized to make such payment, or

(b) deliver to such trustee an instrument in writing duly executed on behalf of Lessor in form and substance satisfactory to such trustee, unqualifiedly assuming the full payment of any such indebtedness of Lessee allocable to Public Facilities, with accrued interest, then outstanding, together with an opinion of Lessor's Corporation Counsel stating that Lessor has power and is duly authorized to assume such payment and may assess, levy and collect taxes on all the taxable real property in The City of New York without limitation as to rate or amount to make any and all payments required under such indebtedness.

Lessor shall promptly and with all due diligence proceed to relocate all occupants and uses of the Leased Premises. Lessor will promptly and with all due diligence complete the demolition of all improvements on the Leased Premises listed on Schedule 3.

In connection with Lessee's obligation to design, finance and construct the Improvements, Lessee, Lessor and Subsidiary have simultaneously herewith entered into a contract in the form attached hereto as Exhibit A wherein the Subsidiary shall supply certain services in connection with the development of the Improvements. Lessor approves of and consents to said agreement.

3. *Lessor's Public Facilities.* In accordance with paragraph 2 hereof, Lessee shall finance with tax exempt financing from the sale of its own bonds and notes, from Lessor or from other sources of tax exempt financing, and shall design and construct all Public Facilities. Lessee shall deliver to Lessor to the person and at the place provided in paragraph 15 hereof complete sets of schematic and working drawings and specifications for each such Public Facility at the time of completion of such schematic and working drawings and specifications, respectively, in order to permit agents of the department of Lessor having jurisdiction of similar public facilities to inspect such drawings and to make recommendations or comments thereon.

Prior to the completion of each Public Facility which shall be a school or an appurtenance to a school, Lessor shall agree to purchase or lease each such school or appurtenance when and as completed in the manner provided herein and shall initiate and complete all procedures and appropriations necessary to permit Lessor to complete such purchase or lease as herein provided. Lessor may purchase each such school or appurtenance by payment to Lessee of a price equal to the cost to Lessee of the design, financing and construction of such school or appurtenance including Debt Service for Public Facilities and Normal Allowances allocable thereto and any premiums or penalties payable on the retirement of bonds or notes issued to finance such school or appurtenance. Such price shall be payable in a lump sum upon the next Rent Payment Day after completion, or within three months after completion if such next Rent Payment Day shall be less than three months after completion, after delivery to Lessor of Lessee's Certified Payment Statement with respect to such price, or in equal semi-annual installments on each Rent Payment Day after the completion of such school or appurtenance through the period of permanent financing thereof after delivery to Lessor of Lessee's Certified Payment Statement with respect to each such installment. In the event such price is paid in installments, such price shall be deemed fully paid at the time of the discharge and satisfaction of the financing of such school or appurtenance upon payment of any balance due on account of such price for the period from the date of such discharge and satisfaction to the last previous Rent

Payment Day. Upon completion of payment by Lessor, Lessee shall deliver to Lessor such deeds or other documents as may be necessary to transfer ownership of such school or appurtenance to Lessor and to provide Lessor with the right to maintain and operate such school or appurtenance on the Leased Premises during the term hereof.

Lessor may lease each such school or appurtenance upon completion by payment of an annual rent equal to the aggregate of Debt Service for Public Facilities and Normal Allowances allocable to such school or appurtenance for each year of the term of this Lease. Such annual rent shall be payable in installments after completion by payment on each Rent Payment Day of the portion of such annual rent accrued in the period for which payment is due on such Rent Payment Day, after delivery to Lessor of Lessee's Certified Payment Statement with respect to each such installment. Such lease shall provide Lessor with the right to maintain and operate such school or appurtenance on the Leased Premises during the term hereof. Lessor may purchase each such school or appurtenance for which annual rent shall have been paid through the period of permanent financing thereof by payment upon satisfaction and discharge of such financing of the sum of one ($1) dollar plus the balance of any annual rent due at the time of such purchase. Lessee shall deliver to Lessor against such payment such deeds or other documents as may be necessary to transfer ownership of such school or appurtenance to Lessor.

The cost to Lessee of the design, financing and construction of any school or appurtenance required to be purchased or leased as provided above, including Debt Service for Public Facilities and Normal Allowances allocable thereto, shall in no event exceed the average cost of the three (3) schools or appurtenances of similar size for similar age groups for which construction contracts have most recently been bid and let in The City of New York prior to the date of the commencement of construction of such school or appurtenance, plus 10%.

Lessee will use its best efforts to secure funds for the construction, operation and maintenance of the parks from the New York State Parks Commission for the City of New York. In the event that such funds are not secured by Lessee from such Commission, Lessee shall secure tax exempt financing for such parks from Lessor or from the proceeds

of sale of its own bonds and notes and shall undertake such construction, operation and maintenance.

Lessor shall not discriminate against residents of the Leased Premises with respect to the provision of police, fire, sanitation, health protection, public education and other municipal services. In order to provide such services Lessor shall, except with respect to each school or appurtenance required to be purchased or leased by Lessor as provided above and except with respect to each Public Facility to be maintained and operated by Lessee as provided in the General Development Plan, lease each Public Facility from Lessee upon completion for the sum of one ($1) dollar and Lessor thereafter during the term of this Lease shall have the right to operate and maintain such facility in conformity herewith.

Each Public Facility shall be deemed complete either when there shall have been issued by Lessee and delivered to Lessor a certificate of completion stating that such Public Facility has been completed in in accordance with all laws and regulations applicable to projects of Lessee and in accordance with the working drawings submitted to Lessor for inspection, as modified by Lessee to reflect such recommendations of Lessor as Lessee may in its sole discretion accept, or when there shall have been issued by Lessor and delivered to Lessee Lessor's temporary or permanent certificate of occupancy or any other certificate or license required to permit the occupancy or use of such Public Facility, whichever event shall first occur.

4. *Basic and Additional Rent.*

(a) *Basic Rent.* For each year of the term of this Lease, Lessee shall pay to Lessor, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the office of the Lessor at the Municipal Building, Borough of Manhattan, City, County and State of New York, or at such place or to such agent as Lessor may from time to time designate, as an annual tax equivalent payment and ground rent, a Basic Rent which shall be equal to the aggregate of

the following sums, less Debt Service for Public Facilities and Normal Allowances allocable to such year:

(1) The sum of (x) a ground rent equal to the product of $30 multiplied by the number of Completed Units of Subsidized Housing plus (y) a tax equivalent for Subsidized Housing equal to 10% of Annual Shelter Rent;

(2) The sum of (x) a ground rent equal to the product of $180 multiplied by the number of Completed Units of Middle Income Housing plus (y) a tax equivalent for Middle Income Housing equal to 10% of Annual Shelter Rent;

(3) The sum of (x) a ground rent equal to the product of $340 multiplied by the number of Completed Units of Conventionally Financed Housing plus (y) the Tax Equivalent for Conventionally Financed Housing;

(4) The sum of (x) a ground rent equal to the product of $.60 (sixty cents) multiplied by the number of square feet of Completed Commercial Space plus (y) the Tax Equivalent for Commercial Space.

(b) *Additional Rent.* In addition to the Basic Rent, Lessee shall pay, in the same manner as the Basic Rent, Additional Rent equal to Net Income for the preceding year.

(c) *Time of Payment.* The Basic Rent and the Additional Rent shall be payable in semi-annual installments on each Rent Payment Day. Lessee shall deliver to Lessor on or before each Rent Payment Day Lessee's Certified Payment Statement and pay to Lessor the Basic Rent and Additional Rent for the period for which Basic Rent and Additional Rent are payable on such Rent Payment Day.

(d) *Set Off; Deferral.* On each Rent Payment Day Lessor may set off against all sums then due and payable by it to Lessee, and Lessee may set off against all sums then due and payable by it to Lessor, all such sums due and payable to each by the other on any previous Rent Payment Day as shall not have been paid prior to such subsequent Rent Payment Day. In the event that on any Rent Payment Day the amount of Debt Service for Public Facilities and

Normal Allowances deductible as provided in paragraph 4(a) shall be greater than (i) the aggregate of the sums computed in accordance with subparagraphs (1), (2), (3) and (4) of paragraph 4(a) above or (ii) Gross Income, Lessee may defer any sum by which such amount exceeds the lesser of (i) or (ii) and deduct such sum on any subsequent Rent Payment Day or Days. Any such sum remaining to be deducted as of the termination hereof shall be adjusted upon such termination.

5. *Adjustment of Rent.* The Basic Rent shall be adjusted as follows:

(a) the ground rents set forth in subparagraphs 1(x), 2(x), 3(x) and 4(x) of paragraph 4(a) hereof shall be adjusted on each Rent Adjustment Date by substituting after such date the Then Current Ground Rent for the Improvement or part of an Improvement adjusted as of such date for the ground rent payable on account of such Improvement or part of an Improvement prior to such date, provided, however, that in the event the Then Current Ground Rent on such Rent Adjustment Date shall be less than the ground rent for such Improvement set forth in subparagraph 1(x), 2(x), 3(x) or 4(x) of such paragraph, as appropriate, no such adjustment shall be made;

(b) the tax equivalents set forth in subparagraphs 1(y) and 2(y) of paragraph 4(a) hereof shall be adjusted as of each Tax Equivalent Adjustment Date by substituting after such date the Tax Equivalent for Conventionally Financed Housing for the Improvement adjusted as of such date for the tax equivalent payable on account of such Improvement prior to such date; and

(c) from and after the 10th anniversary of the date on which Basic Rent shall have become payable on all Improvements consisting of Subsidized, Middle Income and Conventionally Financed Housing and Commercial Space, the Basic Rent shall be equal to the aggregate of the sums set forth in subparagraphs 1, 2, 3 and 4 of paragraph 4(a) hereof less Debt Service for Public Facilities. Lessee may deduct Normal Allowances deferred from the period previous to such 10th anniversary as provided in subparagraph 4(d) from any Basic Rent due after such 10th anniversary.

6. *Payment of Charges for Municipal and Public Utilities.* (a) Except as specified in (b) below, Lessee will pay or cause to be paid all rents, rates and charges, excises, levies, license fees, permit fees, and other authorization fees, and, except as otherwise herein provided, all other charges of every character which at any time during the term of this Lease may be legally and properly assessed, levied, confirmed or imposed upon the Leased Premises. Lessee may contest, by appropriate legal proceedings diligently conducted in good faith without any cost to Lessor, the amount, validity or application of any imposition or any lien, encumbrance or charge against the Leased Premises.

(b) Lessor and Lessee agree that Lessee by this Lease is acquiring in the Leased Premises a leasehold interest only; that the tax equivalent payments provided in paragraph 4(a) hereof are in lieu of all local and municipal taxes, including real estate taxes on land and buildings, on the Leased Premises or on the Improvements, other than assessments for local improvements; and that in the event Lessee is required to pay any local or municipal taxes, Lessee may deduct the amount or amounts thereof from Basic Rent.

7. *Insurance.* Lessee at its expense will maintain or cause to be maintained with insurers licensed by the State of New York:

(a) standard fire and extended insurance coverage, including war risks when obtainable, with respect to the Improvements against loss or damage by fire, lightning, windstorm, hail, explosion, riot attending a strike, civil commotion, aircraft, vehicles, and smoke in an amount not less than 80% of the full insurable value of such Improvements;

(b) coverage for leakage of sprinkler systems and explosion of high pressure boilers and other heaters;

(c) loss of rental insurance;

(d) Workmen's Compensation Insurance; and

(e) comprehensive general public liability and property damage insurance applicable to the Leased Premises in amounts of at least $5,000,000 for any one accident, $1,000,000 for injury

to or death of any one individual and $500,000 for damage to property, written on an occurrence basis.

All insurance policies maintained by Lessee pursuant to this paragraph shall (i) name Lessor and Lessee and any leasehold mortgagee and any trustee for bondholders as insureds, as their respective interests may appear; (ii) provide (where such provision is obtainable) that any loss shall be payable notwithstanding any act or negligence of Lessee; (iii) provide that no cancellation thereof shall be effective until at least ten (10) days after receipt by Lessor and Lessee of written notice thereof; (iv) provide that the insurer shall waive any right of subrogation against the Lessor or Lessee resulting from negligence of the Lessor or Lessee or any assignee or subtenant of the Leased Premises; (v) provide that Lessor's interest therein shall not be subject to cancellation by reason of any act or omission of Lessee or any leasehold mortgagee; and (vi) provide that any loss is to be adjusted with and payable solely to Lessee, Lessor or any leasehold mortgagee or trustee for bondholders, as their respective interests may appear. Lessee shall deliver to Lessor a copy of all policies of insurance required by this Lease, accompanied by a a certificate of the insurer as to the issuance and effectiveness of the policy and the amount of the coverage with respect to the Leased Premises.

8. *Fire or Casualty.* In the event of any damage or loss to improvements on the Leased Premises by fire or other casualty, whether or not insured, Lessee shall at its sole cost and expense repair or rebuild the same, or cause any sublessee to repair or rebuild the same, so as to make the improvements at least as nearly as possible equal to the condition, quality, character and class of the Improvements existing immediately prior to the occurrence or with such changes or alterations as Lessee shall elect to make in conformity with the General Development Plan. All insurance proceeds under fire or casualty insurance, after deduction of any cost of collection, shall be applied by Lessee for such repairing or rebuilding.

9. *Mechanic's Liens.* Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Lessor in and to the Leased Premises. Whenever and as often as any mechanic's lien shall have been filed against the Leased Premises, based upon any act or interest of Lessee or of anyone claiming through Lessee, or if any title retention agreement, conditional bill of sale, chattel mortgage or otherwise shall have been filed for or affecting any materials, machinery or fixtures used in the repair or operation thereof or annexed thereto by Lessee or its successors in interest, Lessee shall forthwith take such action by bonding, deposit or payment as will remove or satisfy the lien, title retention agreement, conditional bill of sale or chattel mortgage, and if Lessee shall fail to take such action for twenty (20) days after notice to Lessee, Lessor may pay the amount of such mechanic's lien, title retention agreement, contional bill of sale or chattel mortgage, or discharge the same by deposit, and the amount so paid or deposited, with interest thereon, shall be deemed rent reserved under this Lease, and shall be payable forthwith with interest at the rate of seven per centum (7%) per annum from the date of such advance, and with the same remedies to Lessor as in case of default in the payment of rent.

10. *Use.* Lessee shall use and occupy the Leased Premises in the manner and for the purposes described in the General Development Plan and shall not use or occupy the Leased Premises or permit the same to be occupied other than for lawful purposes, or for a purpose or in a manner likely to cause structural injury in any building to be erected on the Leased Premises or for any dangerous or noxious trade or business.

11. *Indemnity.* Lessee shall not do or permit any act or thing upon the Leased Premises which may subject Lessor to any liability by reason of any violation of law, but shall exercise such control over the Leased Premises as to protect the Lessor notwithstanding

that joint or concurrent liability may be imposed upon Lessor by statute, ordinance, rule, regulation or order. Lessee shall indemnify and hold harmless Lessor from and against any and all liability, suits, claims, demands, actions, judgments, costs and expenses, to the extent that any of the same should not be covered by insurance maintained by Lessee, arising from conduct on or management of or from any work or thing whatsoever done in or on the Leased Premises or out of any breach, violation or non-performance of any Lessee's covenants or conditions of this Lease, by damage to property or any injury to person or persons occasioned by Lessee's use and occupancy of the Leased Premises or by any use or occupancy which Lessee may permit or suffer to be made thereof. Should Lessee be required to defend any action or proceeding to which Lessor is made a party, Lessor may appear, defend or otherwise take part in such action or proceeding at its election by counsel of its own choosing, provided such action by Lessor does not limit or make void any liability of any insurer of Lessor or Lessee with respect to the claim in such action. Lessee's liability hereunder shall be reduced by the net proceeds actually collected by any insurance maintained by Lessee for Lessor's benefit.

12. *Assignment; Subleasing; Mortgaging.* Lessee may at any time assign this Lease with the consent of Lessor. Lessee may at any time assign this Lease without the consent of Lessor to Subsidiary, provided that Subsidiary affirmatively and unconditionally assumes in writing the applicable covenants of Lessee and the provisions of this Lease. Subsidiary shall accept such assignment and assume Lessee's obligations hereunder as set forth in this paragraph, provided, however, that such assignment shall not release Lessee from any of its obligations to Lessor hereunder, in the absence of a written release of Lessee from such obligations executed by Lessor.

Lessee may at any time sublease the whole of the Leased Premises with the consent of Lessor, which consent shall not be unreasonably withheld. Lessee may sublease at any time any portion or portions of the Leased Premises without the consent of Lessor in order to carry out the development required by the General Development Plan.

Each sublease shall provide that such sublease may not be assigned without the approval of the Lessee in each case first obtained.

Lessee may mortgage or hypothecate this Lease without the consent of Lessor. Upon request of Lessee, Lessor shall execute and deliver all such instruments with respect to this Lease, including amendments hereto, as Lessee shall reasonably request to facilitate Lessee's obtaining, or otherwise arranging for, the financing of the Improvements as provided in paragraph 2. At Lessor's request, Lessee shall deliver to Lessor copies of every bond indenture, mortgage or like instrument relating to any indebtedness of Lessee incurred or currently planned to be incurred in whole or in part to finance the Improvements. No provision in any such instrument shall alter the respective rights of Lessor and Lessee under this Lease.

Lessor agrees, for the benefit of each sublessee under each sublease and the holder or holders of each leasehold mortgage of any sublease, that, upon the termination of this Lease pursuant to any of the provisions of paragraph 1 or paragraph 14 hereof, Lessor will recognize the sublessee under such sublease or any transferee or assignee of the sublessee's interest therein by assignment or foreclosure as the direct tenant of the Lessor under such sublease, provided that at the time of the termination of this Lease (a) no default exists under the sublease and (b) the sublessee, transferee or assignee shall deliver to the Lessor an instrument confirming the attornment to the Lessor and recognizing the Lessor as such sublessee's, transferee's or assignee's lessor under such sublease.

13. *Condemnation.* Should a court of final jurisdiction determine that any governmental body, agency or other authority may condemn the Leased Premises or any portion thereof, then if, at any time during the term of this Lease, there shall be a total taking or a constructive total taking of the fee title to any part of the Leased Premises or of the Lessee's leasehold interest therein in condemnation proceedings or by any right of eminent domain, this Lease shall terminate as to that portion of the Leased Premises so taken on the date of such taking and the rent and other charges payable by the Lessee

hereunder with respect to such portion shall be apportioned and paid to the date of such taking. For the purposes of this paragraph, the term "a constructive total taking" shall mean a taking of such scope that the portion of the Leased Premises not so taken is insufficient to permit the restoration of the Improvements thereon so as to constitute a complete, rentable building or buildings, capable of producing a proportionately fair and reasonable net annual income. The average net annual income produced by the Improvements on the portion of the Leased Premises so taken during the five (5) year period immediately preceding such taking shall be deemed to constitute a fair and reasonable net annual income for the purposes of this paragraph.

In the event of any such total taking or constructive total taking and the termination of this Lease as to the portion of the Leased Premises so taken, the award or awards for said taking (herein referred to as the "Condemnation Proceeds"), shall be distributed in the following order of priority:

(a) upon the request of the trustee of the holders of any indebtedness of Lessee, there shall first be paid to such trustee a sum sufficient to fully and completely redeem any such indebtedness allocable to the Leased Premises, or to that portion of the Leased Premises so taken, with accrued interest, then outstanding;

(b) from the balance, if any, the Lessor shall then be paid a sum equal to the value of the land plus the value of any Public Facilities, to the extent the same shall have been paid for for by Lessor (herein referred to as the "Land Award");

(c) then the balance remaining, if any, shall be divided between the Lessor and the Lessee in accordance with their respective interests in the Leased Premises immediately prior to such termination of this Lease. The value of Lessor's interest shall be the aggregate of (a) the then value of Lessor's interest in the Leased Premises at the expiration of the term of this Lease, plus (b) the then present worth of the then future rents reserved under this Lease. The value of Lessee's interest shall include the then value of its interest in the remainder of the term of this Lease and the then value of the Improvements.

In the event of a taking less than a constructive total taking, this Lease shall not terminate or be affected in any way, except as hereinafter provided, and the Lessee shall first be entitled to receive, subject to the rights of any trustee for bondholders or leasehold mortgagee, that portion of the Condemnation Proceeds with interest thereon as shall equal the fair market value of the Leased Premises or portions thereof, unimproved and unencumbered by this Lease, plus the fair market value of any Public Facilities constructed or installed at the expense of the Lessee on the part of the Leased Premises so taken. That part of the Condemnation Proceeds with interest thereon as shall be awarded for restoration of the Improvements on the portion of the Leased Premises so taken, plus so much thereof as shall represent compensation for the value of the portion of the Improvements so taken, shall be payable in trust to the Lessee or the holder of any leasehold mortgage constituting a lien on the Leased Premises for application by the Lessee, or such holder, to the cost of restoring, repairing, replacing or rebuilding the Improvements, any balance of the Condemnation Proceeds to be shared equally by Lessor and Lessee.

In the event of a taking less than a constructive total taking, the Lessee shall proceed, or shall cause the sublessee under a sublease of the property affected by such taking to proceed, with due diligence to restore, repair, replace or rebuild the remaining part of the Improvements to substantially their former condition or with such changes or alterations as the Lessee may deem desirable in general conformity with the General Development Plan.

If the whole or any part of the Leased Premises shall be taken in condemnation proceedings or by any right of eminent domain for temporary use or occupancy, then this Lease shall remain in full force and effect, and the Lessee shall continue, to the extent Lessee shall not be prohibited from so doing by any condemning authority, to pay, in the manner and at the times herein specified, the full amounts of the Basic and Additional Rent and other charges payable by the Lessee hereunder.

14. *Default by Lessee.* In case one or more of the following events shall have occurred and shall not have been remedied:

(a) default shall be made in the payment of Basic Rent or Additional Rent and such default shall continue for twelve months after written notice from Lessor thereof, specifying such default, shall have been given to the Lessee, each sublessee and the Trustee for any bondholders and the holder of any leasehold mortgage; or

(b) Lessee shall fail to perform or cause to be performed any term, covenant or condition of this Lease on the part of the Lessee to be performed, other than the covenant for the payment of Basic Rent and Additional Rent, and shall have failed promptly after written notice thereof from Lessor to commence with due diligence and dispatch the curing of such default or, having so commenced the curing of such default, shall thereafter fail to prosecute and complete the same within a reasonable time, *provided* that Lessee may dispute any matter contained in such notice by giving Lessor written notice thereof within 30 days after receipt by Lessee of such notice of Lessor, and in such case, such dispute shall be determined by arbitration in accordance with the provisions of paragraph 16 hereof and no default under this paragraph (b) shall be deemed to arise unless the arbitrators' determination is adverse to Lessee and Lessee (subject to Enforced Delay) shall have failed to commence promptly thereafter with due diligence and dispatch the curing of such default, or, having commenced the curing of such default, shall thereafter fail to prosecute and complete the same within a reasonable time:

then in case of a default Lessor may, subject to the rights of the trustee for any bondholders and the holder of any leasehold mortgage as set forth herein, at its option, give to Lessee and to each sublessee, and to any trustee and leasehold mortgagee, a notice of election to terminate this Lease at the expiration of thirty (30) days from the date of service of such second notice, whereupon, unless such rent in case of a default under (a) above, together with interest at the rate of 7% per annum, shall have been paid, or any other default cured by Lessee, before the expiration of said thirty (30)

days, the term of this Lease and all right, title and interest of the Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term of this Lease, and the Lessee will then quit and surrender the Leased Premises to the Lessor, subject, however, to any sublease which the Lessor pursuant to the provisions hereof has agreed to recognize. Upon such termination of this Lease as provided in (a) above, the Lessor shall have the right to enter upon and take possession of the Leased Premises by summary proceedings or other legal proceedings, without being liable in damages therefor, and take and have again the Leased Premises and every part thereof, free, clear and discharged of this Lease, and of all the rights of the Lessee hereunder.

Lessor shall not so terminate this Lease upon the occurrence of a default unless Lessor shall

(a) pay to the trustee for the holders of any indebtedness of Lessee a sum of money sufficient to fully and completely redeem any such indebtedness of Lessee allocable to Public Facilities, with accrued interest, then outstanding, together with an opinion of Lessor's Corporation Counsel stating that the Lessor has power and is duly authorized to make such payment, or

(b) deliver to such trustee an instrument in writing duly executed on behalf of Lessor in form and substance satisfactory to such trustee, unqualifiedly assuming the full payment of any such indebtedness of Lessee allocable to Public Facilities, with accrued interest, then outstanding, together with an opinion of Lessor's Corporation Counsel stating that Lessor has power and is duly authorized to assume such payment and may assess, levy and collect taxes on all the taxable real property in The City of New York without limitation as to rate or amount to make any and all payments required under such indebtedness.

No re-entry by the Lessor shall be deemed an acceptance of a surrender of this Lease. A surrender of this Lease may be accepted only by the Board of Estimate of Lessor and only in the manner provided by law at the time thereof.

Lessor agrees, for the benefit of the trustee or holders of any leasehold mortgage, that Lessor's right, title and interest in and to rent and other charges payable under any sublease shall be subject and subordinate to the rights of any leasehold mortgagee to any rent and other charge pledged as security for the payment thereof until payment in full of the indebtedness, with accrued interest, secured by any leasehold mortgage.

15. *Notices.* Any notice, demand or request which, under the terms of this Lease or under any statute, must or may be given or made by the parties hereto, shall be in writing, and shall be given by mailing the same by registered or certified mail addressed to (a) Lessor addressed as follows: Administrator, New York City Housing and Development Administration, 100 Gold Street, Borough of Manhattan, City, County and State of New York; (b) Lessee addressed as follows: General Manager, New York State Urban Development Corporation, 666 Fifth Avenue, Borough of Manhattan, City, County and State of New York; and (c) Subsidiary addressed as follows: President, Welfare Island Development Corporation, 666 Fifth Avenue, Borough of Manhattan, City, County and State of New York. Any notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office, enclosed in a registered or certified prepaid wrapper, addressed as hereinbefore provided. Any such address may be changed from time to time upon notice given by the addressee in the manner herein provided.

If requested in writing by the holder of any leasehold mortgage or any sublessee, which shall have duly registered with Lessor its name and address, any such notice or demand shall also be given or made by Lessor in the manner herein specified and contemporaneously to such holder of a leasehold mortgage or sublessee. Any such holder or sublessee shall be subrogated to all rights of the Lessee with respect to the remedying of any default of Lessee.

16. *Arbitration.* In the event of any dispute with respect to any matter in this Lease, such dispute shall be determined in the City of New York by arbitration in accordance with commercial arbitration

rules then obtaining of the American Arbitration Association (or, if such Association shall not then be in existence, such other organization, if any, as shall then have become the successor of said Association and if there shall be no successor, then in accordance with the then prevailing provisions of the laws of the State of New York relating to arbitration). Lessor and Lessee shall each appoint a fit and impartial person as arbiter who shall have had at least ten (10) years' experience in the County of New York connected with the subject matter of the dispute. In case either the Lessor or the Lessee shall fail to appoint an arbiter for a period of thirty (30) days after written notice from the other party to make such appointment, then the arbiter appointed by the party not in default hereunder shall appoint a second arbiter for and on behalf of the party so failing to appoint an arbiter. In the case of the failure of the arbiters so appointed to agree upon the matter in dispute, said arbiters shall appoint a third party to act as umpire. In the case of the failure of such arbiters to agree upon an umpire, then such umpire shall be appointed by the Presiding Justice of the Appellate Division of the Supreme Court of the State of New York for the First Department. The arbiters so appointed, after being duly sworn to perform their duties with impartiality and fidelity, shall proceed promptly to determine the matter in dispute in accordance with the Rules of Civil Procedure and may hold hearings at which the Lessor and Lessee may adduce evidence and witnesses may give sworn testimony.

17. *No Waiver.* Failure of any party to insist upon a strict performance of any of the covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver by such party of any subsequent breach or default. This Lease may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement or change is sought.

18. *Quiet Enjoyment.* Lessor covenants that the Lessee, upon paying the rent and all other charges herein provided for and upon

observing and keeping all of the covenants, agreements and provisions of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by or from anyone.

19. *Certificate of Lessor.* Within thirty (30) days after delivery to Lessor of written notice of Lessee's request for such statement, Lessor shall execute, acknowledge and deliver to Lessee a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent has been paid, and stating whether or not to the best knowledge of the signer of such statement Lessee is in default in performing any term, covenant, agreement, provisions, condition or limitation contained in this Lease, and if Lessee shall be in default, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective sublessee or any leasehold mortgagee, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge.

20. *Lessor's Inspection and Audit of Books and Records; Lessee's and Subsidiary's Reports.* The Lessee and the Subsidiary shall keep proper books of record and account in which full and correct entries shall be made of all financial transactions, revenues, losses, charges and expenses paid or incurred by Lessee or Subsidiary in respect to its operations on the Leased Premises and the performance by Lessee and Subsidiary of all terms and conditions of this Lease, all in accordance with generally accepted accounting principles. Lessor shall have the right to inspect and audit such accounts on its behalf annually and at such other reasonable times as it may in its sole discretion deem advisable or necessary. The performance of all conditions and terms of this Lease shall be subject to audit and review by Lessor's Comptroller on behalf of Lessor. Lessee and Subsidiary shall cooperate

with the Lessor in maintaining its books and accounts in such manner as to permit audits.

Upon the request of Lessor, Lessee or Subsidiary or both of them shall deliver to Lessor Annual Reports on the progress of the development of the Leased Premises.

21. *Additional Properties.* In the event that Lessor shall determine that the Bird S. Coler and the Goldwater Memorial Hospitals and the incidents and appurtenances thereof and properties currently occupied thereby, as such properties are more fully described in Annex III and Annex IV to Schedule 1 attached hereto, shall no longer be devoted to hospital uses, Lessor shall notify Lessee of such determination, it being the intention of Lessor and Lessee that such properties be developed in a manner consistent with the General Development Plan. After such determination and notice Lessor, Lessee and Subsidiary shall consult with a view to developing a plan for the development of such properties as a part of the General Development Plan.

22. *Definitions.* As used herein the following terms have the following respective meanings:

Additional Rent: The payment provided for in paragraph 4(b).

Annual Shelter Rent: Total rents received from the occupants of an Improvement or part of an Improvement consisting of Completed Units of Subsidized or Middle Income Housing less the cost, if any, of providing to such occupants electricity, gas, heat and other utilities.

Basic Rent: The payment provided for in paragraph 4(a).

Commercial Space: Any Improvement, or space in an Improvement, used exclusively for commercial or business purposes.

Completed Units; Completed Commercial Space. Dwelling units and commercial space in any Improvement or part of an Improvement as to which there shall have been issued by Lessee and delivered to Lessor prior to any occupancy thereof a certificate of completion stating that such Improvement or such part is complete in accordance with the laws and regulations applicable to projects of Lessee, or as to which there shall have been issued by Lessor its temporary or permanent certificate of occupancy or any other certificate or license

required to permit the occupancy or use of such Improvement or such part, whichever shall first have been issued.

Conventionally Financed Housing: As defined in the General Development Plan.

Debt Service: Any and all payments of principal, premiums or interest on any bond, note or other indebtedness incurred or payable by Lessee to finance the cost of development of the Leased Premises, including, without limitation, all payments to any sinking, reserve or any other fund required by or pledged to any mortgagee, trustee or holder of any such indebtedness and the payment, purchase, redemption or retirement thereof or as further security therefor. The allocation of Debt Service shall be in accord with Lessee's standard accounting method uniformly applied, which method shall conform with generally accepted accounting principles.

Debt Service for Public Facilities: For any period, Debt Service allocable by Lessee to Public Facilities. For such period, Debt Service for Public Facilities shall be reduced by all receipts derived by Lessee from the operation of any Public Facility or the financing thereof as reimbursement of Debt Service payable by Lessee on such Public Facility.

Enforced Delay: Any delay in the performance of the obligations of the Lessee, Subsidiary, sublessees or their sublessees by reason of act of God or the public enemy, of the United States of America, the State of New York or the Lessor, the laws, rules, regulations or orders of such political jurisdictions, judicial or other legal proceedings, fires, floods, epidemics or similar afflictions, strikes or labor disputes, freight embargoes, weather of unusual severity and delay by Lessor in the performance of its obligations hereunder, including, without limitation, demolition, relocation or appropriation of sums required for the purchase or lease of any school or appurtenance.

General Development Plan: General Development Plan attached as Schedule 2 hereto prepared by the firm of Philip Johnson and

John Burgee providing a program for clearance of the Leased Premises and the construction thereon of Subsidized Housing, Middle Income Housing, Conventionally Financed Housing, Commercial Space and Public Facilities, all as set forth therein, as may be modified from time to time by agreement of Lessee by its President and Chief Executive Officer and Lessor by its Mayor.

Gross Income: For any period, the total of all receipts of any nature derived by Lessee from the Leased Premises or the financing of the development thereof, including, without limitation, rents, profits, interest and return of principal, other than payments to Lessee of the purchase price of or annual rent for any school or appurtenance and other than development fees, after deducting from such total all Debt Service for such period.

Improvement: Any building, structure, utility, roadway, street, park, public facility, sidewalk, landscaping, site improvement, development and other betterment to be provided by or caused to be provided by the Lessee pursuant to the General Development Plan.

Leased Premises: As defined in paragraph 1.

Lessee's Certified Payment Statement: A statement prepared and certified by Lessee on or prior to each Rent Payment Day and on or prior to each other day upon which such statement is required to be delivered pursuant to the provisions hereof setting forth the sums required to be paid, set-off or otherwise settled on such Rent Payment Day or other day, including, without limitation, Gross Income, Debt Service for Public Facilities, Normal Allowances, Debt Service for Public Facilities allocable to each school or appurtenance, Normal Allowances allocable to each school or appurtenance, Basic Rent, Net Income and Additional Rent.

Net Income: For any period, Gross Income less (i) Normal Allowances, (ii) Basic Rent, (iii) the amount of the following costs incurred by Lessee: any amount by which Lessee's operating and maintenance costs for any Public Facility consisting of a garage, an elevator, a mini-transit system or park exceed receipts derived by

Lessee from such Public Facility, to the extent such excess shall not be included in Normal Allowances, and (iv) the Project Fee.

Normal Allowances: All reasonable cash expenditures, disbursements, costs, reserves and allowances of Lessee or Subsidiary of every character incurred, made or paid by the Lessee or Subsidiary in connection with the performance of its obligations and functions in respect of this Lease or arising by reason of, or resulting in any manner whatsoever from, the use, operation and maintenance of the Leased Premises and services provided thereon, including, without limiting the generality of the foregoing:

(a) the cost of supplies and materials required for the administration, operation, maintenance and repair of the Leased Premises, the cost of remuneration of persons, whether or not officers and employees of Lessee, engaged in such administration, operation, maintenance or repair, including wages, medical and general welfare benefits, group life insurance, workmen's compensation insurance, the Lessee's contributions to unemployment insurance and pension funds and uniforms, and amounts paid pursuant to contracts or agreements with contractors or others for or in connection with such administration, operation, maintenance or repair;

(b) the cost of all repairs, alterations and improvements to maintain the Leased Premises net of the proceeds of any insurance received by Lessee applicable to such repairs, alterations and improvements;

(c) the cost of utility services, including gas, electricity, water, fuel and telephone;

(d) the cost of advertising the Leased Premises or portions thereof;

(e) lawyers' fees and disbursements for services rendered in connection with the administration, operation, maintenance or repair of the Leased Premises, including without limiting the generality of the foregoing, all such fees and disbursements relating to the collection of rent from sublessees and all expenses of such collection of rent, and the lawyers' fees payable in respect of the preparation, execution and registration of this Lease;

(f) auditors' fees for preparing the statements herein referred to;

(g) sales, excise and other similar taxes, if any, paid in respect of the foregoing, any charges, levies and fees, if any, paid pursuant to paragraph 6(a) hereof and any local or municipal taxes, if any, imposed with respect to the Leased Premises on the Improvements;

(h) the cost of all permits, licenses or other authorizations required for the administration, operation, maintenance and repair of the Leased Premises; and

(i) payments made by the Lessee in satisfaction of or on account of premiums with respect to any policy or policies of insurance on or in any way relating to the Leased Premises.

Without the consent of Lessor, which shall not be unreasonably withheld, Normal Allowances shall not include any amount by which Lessee's operating and maintenance costs for any Public Facility consisting of a garage, an elevator, a mini-transit system or a park exceeds receipts derived by Lessee from such Public Facility. For any period, Normal Allowances shall be reduced by the amount of any such cash expenditures, disbursements, costs, reserves and allowances allocable to any Improvement that are reimbursed out of the receipts derived by Lessee from its operation of such Improvement or out of the financing provided for the construction of such Improvement. Normal Allowances exclude any cash expenditures, disbursements, costs, reserves and allowances allocable to any park.

Project Fee: An amount reserved to Lessee equal to two percent (2%)of Total Project Cost, as hereinafter defined, payable in equal installments on each Rent Payment Day out of the remainder, if any, of Gross Income less Normal Allowances, Basic Rent and any amount by which Lessee's operating and maintenance costs for any Public Facility consisting of a garage, an elevator, a mini-transit system or a park exceed receipts derived by Lessee from such Public Facility, to the extent that such excess shall not be included in Normal Allowances, such installments to equal the following in each

year of the term hereof: 2.5 percent of such amount each year during the first ten years of the term hereof; 1.25% of such amount each year during the eleventh through thirtieth years of the term hereof; the balance of such amount in equal portions in each year of the remainder of the term hereof. In the event that on any Rent Payment Day the portion of any installment of such fee then payable shall exceed the balance of Gross Income less Normal Allowances, Basic Rent and any amount by which Lessee's operating costs for any Public Facility consisting of a garage, an elevator or a mini-transit system or a park exceed receipts derived by Lessee from such Public Facility, to the extent such excess shall not be included in Normal Allowances, Lessee may defer such excess and deduct it on any subsequent Rent Payment Day. Any such excess deferred and remaining to be deducted as of the termination hereof shall be adjusted upon such termination. The phrase "total project cost", for the purposes of this paragraph, means the aggregate of all costs of planning, design, engineering, construction, equipment and completion of the Improvements. Until construction is completed and actual costs are determined, the computation of the Project Fee shall be based upon cost estimates reasonably determined from time to time by Lessee. If and when the estimate of total project cost is adjusted in accordance herewith prior to the determination of actual total project cost, amounts computed and payments made or to be made based upon total project cost shall be appropriately adjusted.

Public Facilities: As defined in the General Development Plan.

Rent Adjustment Date: The 40th anniversary of the issuance of Lessee's certificate of completion or of Lessor's temporary or permanent certificate of occupancy, whichever shall first have been issued. with respect to each Improvement or part of an Improvement consisting of Subsidized Housing, Middle Income Housing, Conventionally Financed Housing or Commercial Space and each 10th anniversary of the date of such issuance after such 40th anniversary.

Rent Payment Day: The 45th day after the last day of each sixth and twelfth month of each year of the term hereof.

Subsidized Housing: As defined in the General Development Plan.

Tax Equivalent Adjustment Date: The 30th anniversary of the issuance of Lessee's certificate of completion or of Lessor's temporary or permanent certificate of occupancy, whichever shall first have been issued, with respect to each Improvement consisting of Subsidized Housing or Middle Income Housing.

Tax Equivalent for Commercial Space: Lessor's then current real estate tax rate times the product of Lessor's then current assessed valuation (expressed in dollars per square foot of commercial space) for land and buildings for each Improvement or part of an Improvement consisting of Completed Commercial Space times the number of square feet of Completed Commercial Space. Such then current assessed valuation for land and buildings shall from time to time be assessed and reassessed by Lessor in the manner and subject to the limitations then currently imposed upon assessments of like property by all laws and regulations applicable thereto. Lessee may contest such assessment or reassessment in like manner.

Tax Equivalent for Conventionally Financed Housing: Lessor's then current real estate tax rate times Lessor's then current assessed valuation of land and buildings for each Improvement or part of an Improvement consisting of Completed Units of Conventionally Financed Housing or consisting of Completed Units of housing to be treated as Conventionally Financed Housing after adjustment under paragraph 5(b) hereof. Such then current assessed valuation for rent and buildings shall from time to time be assessed and reassessed by Lessor in the manner and subject to the limitations then currently imposed upon assessments of like properties by all laws and regulations applicable thereto. Lessee may contest any such assessment or reassessment in like manner.

Then Current Ground Rent: With respect to each Improvement consisting of Subsidized Housing, 6% of the product of (x) the current land cost per unit for economically feasible new housing in New York City for persons and families of low and moderate income as of each

Rent Adjustment Date for such Improvement times (y) the number of units contained in such Improvement; with respect to each Improvement consisting of Middle Income Housing, 6% of the product of (x) the current land cost per unit for economically feasible new housing in New York City for persons and families of middle income as of each Rent Adjustment Date for such Improvement times (y) the number of units contained in such Improvement; with respect to each Improvement consisting of Conventionally Financed Housing, 6% of the product of (x) the current land cost per unit for comparable new housing in New York City for persons and families who can afford conventionally financed and fully taxpaying apartments as of each Rent Adjustment Date for such Improvement times (y) the number of units contained in such Improvement; and with respect to each Improvement or part of an Improvement consisting of Commercial Space, 6% of the product of (x) the current land cost per square foot of comparable commercial space in New York City as of each Rent Adjustment Date for such Improvement or part of an Improvement times (y) the number of square feet of commercial space in such Improvement.

23. *Surrender of the Leased Premises; Successors and Assigns; Counterparts.* Upon any expiration or earlier termination of this Lease, Lessee shall peacefully vacate and surrender to Lessor the Leased Premises and all Improvements in good order, condition and repair, reasonable wear and tear excepted. The terms of this Lease shall, subject to the terms hereof, bind and inure to the benefit of Lessor and its successors and assigns and Lessee, its successors and assigns. This Lease may be executed in any number of counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

24. *Subsidiary.* Subsidiary has joined as a party to this Lease solely for the purpose of agreeing to report as provided in paragraph 20, of accepting the assignment hereof and of assuming the Lessee's obligations hereunder upon assignment as set forth in paragraph 12 and of agreeing to the undertakings stated in paragraph 26 hereof and for no other purposes.

25. *Administration.* Except where otherwise expressly provided herein, the rights and duties of the Lessor hereunder shall be administered and enforced in all respects by its Administrator of the Housing and Development Administration.

26. *Non-Discrimination.* (a) At all times during the construction, maintenance and operation of the Improvements, Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed or national origin. Lessee shall take affirmative action to ensure that employees and applicants for employment with Lessee, its sublessees, contractors and subcontractors are treated without regard to their race, color, creed or national origin and shall take affirmative action to assist in providing training and job opportunities in order to ensure equal employment opportunities for members of minority groups with Lessee, its sublessees, contractors and subcontractors. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated. Lessee will post in conspicuous places on the Lessee's Premises, available to employees of Lessee and applicants for employment, notices provided by Lessor setting forth the language of this non-discrimination provision; and

(i) Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants will be considered for employment without regard to race, color, creed or national origin;

(ii) Lessee shall send each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of Lessee's agreement as contained in this paragraph and a copy thereof shall be sent to Lessee within three (3) days of notification to such union or representative; and

(iii) Lessee shall furnish to Lessor all information required by Lessor pursuant to this paragraph and will permit access by Lessor to its books, records, and accounts for the purposes of investigation to ascertain compliance with this paragraph.

(b) To evidence compliance with the provisions of (a) hereof, Lessee shall furnish such compliance reports as may from time to time be required by Lessor, such reports to contain information as to Lessee's practices, policies, programs, employment policies and employment statistics. Such compliance reports shall, if Lessor so requests, contain the following additional information:

(i) information as to the practices, policies, programs, employment policies and employment statistics of the Lessee's sublessees, contractors and subcontractors;

(ii) if Lessee has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, such information as to such labor union's or agency's practices and policies affecting compliance as Lessor may require, provided that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training, and such labor union or agency shall refuse to furnish such information to Lessee, Lessee shall so certify to Lessor as part of its compliance report and shall set forth what efforts it has made to obtain such information.

(c) Lessee and Subsidiary shall include or cause to be included the provisions of this paragraph 26 in every sublease, contract and subcontract of Lessee or Subsidiary and each obligation of Lessee or Subsidiary hereunder shall be deemed an obligation of each such sublessee, contractor or subcontractor. Lessee and Subsidiary shall likewise include or cause to be included in every sublease, contract or subcontract all non-discrimination provisions required by federal, state or local law, including Lessor's Executive Order 71, as the same may be amended from time to time. All such provisions to the extent applicable are hereby incorporated in this Lease.

(d) Lessor, Lessee and Subsidiary shall require that any contractor or subcontractor performing work on the Leased Premises shall pro-

vide on-the-job training positions in accordance with any applicable governmental order, plan, undertaking or agreement to provide such on-the-job training positions from time to time in effect with respect to Lessor, Lessee, Subsidiary and any organization representing the employees of such contractor or subcontractor; provided, however, that in no event shall any such contractor or subcontractor provide for fewer on-the-job training positions than the number of apprentices or trainees allowed on the job under applicable collective bargaining agreements.

(e) Lessor, Lessee and Subsidiary shall, from time to time, mutually agree upon goals for the employment, training, or employment and training of members of minority groups in connection with performing work on the Leased Premises and any contractor or subcontractor performing work on the Leased Premises shall be required by the applicable contract or subcontract to meet such goals.

27. *Amendment.* Upon notice from Lessor to Lessee and approval by Lessor's Board of Estimate within five years of the date of this Lease, this Lease shall be amended as follows:

(a) Subparagraph (b) of paragraph 4 hereof shall be amended to read as follows:

"(b) *Additional Rent.* In addition to the Basic Rent, Lessee shall pay, in the same manner as the Basic Rent, Additional Rent equal to sixty percent (60%) of Net Income for the preceding year";

(b) The definition of *Net Income* in paragraph 22 hereof shall be amended to read as follows:

"*Net Income:* For any period, Gross Income less (i) Normal Allowances; (ii) Basic Rent and (iii) the amount of the following costs incurred by Lessee: any amount by which Lessee's operating and maintenance costs for any Public Facility consisting of a garage, an elevator, a mini-transit system or a park exceed receipts derived by Lessee from such Public Facility, to the extent such excess shall not be included in Normal Allowances"; and

(c) The definition of *Project Fee* in paragraph 22 hereof shall be stricken in its entirety.

IN WITNESS WHEREOF, the undersigned have duly executed this Lease as of the day and year first above written.

THE CITY OF NEW YORK

By NEAL J. HARDY

Administrator
Housing and Development Administration

[SEAL]

ATTEST:

HERMAN KATZ

City Clerk

APPROVED AS TO FORM

by J. LEE RANKIN

Corporation Counsel

NEW YORK STATE URBAN DEVELOPMENT CORPORATION

By EDWARD J. LOGUE

President and Chief Executive Officer

ATTEST:

[SEAL]

ARTHUR Q. FUNN

Secretary

WELFARE ISLAND DEVELOPMENT CORPORATION

By EDWARD J. LOGUE

President

ATTEST:

[SEAL]

PAUL S. BYARD

Secretary

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

On this 23rd day of December, 1969, before me personally came NEAL J. HARDY, to me known to be the Administrator of the Housing and Development Administration of the City of New York and the same person who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument on behalf of The City of New York as said Administrator and pursuant to the authority vested in him by resolution of the Board of Estimate adopted October 29, 1969, Calendar No. 1.

STANLEY EPSTEIN
Notary Public

STANLEY EPSTEIN
Notary Public, State of New York
No. 24-1125115—Kings County
Term Expires March 30, 1971

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

On this 23rd day of December, 1969, before me personally came HERMAN KATZ, with whom I am personally acquainted and known to me to be the City Clerk of the City of New York, who, being by me duly sworn, did depose and say that he resides at 308 East 79th St., New York; that he is the City Clerk of the City of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority.

STANLEY EPSTEIN
Notary Public

STANLEY EPSTEIN
Notary Public, State of New York
No. 24-1125115—Kings County
Term Expires March 30, 1971

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

On this 23rd day of December, 1969, before me came EDWARD J. LOGUE, to me known, who, being by me duly sworn, did depose and say that he resides at One East End Avenue, N. Y. C.; that he is the President and Chief Executive Officer of the NEW YORK STATE URBAN DEVELOPMENT CORPORATION, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that 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.

STANLEY EPSTEIN
Notary Public

STANLEY EPSTEIN
Notary Public, State of New York
No. 24-1125115—Kings County
Term Expires March 30, 1971

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

On this 23rd day of December, 1969, before me came EDWARD J. LOGUE, to me known, who, being by me duly sworn, did depose and say that he resides at One East End Avenue, N. Y. C.; that he is the President of WELFARE ISLAND DEVELOPMENT CORPORATION, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that 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.

STANLEY EPSTEIN
Notary Public

STANLEY EPSTEIN
Notary Public, State of New York
No. 24-1125115—Kings County
Term Expires March 30, 1971

SCHEDULE 1

LEASED PREMISES

All lands bounded and described as set forth in Annex I hereto, together with all the right, title and interest of Lessor in and to all lands submerged or otherwise lying between the lands so bounded and the United States Pierhead and Bulkhead Line described in Annex II hereto and all the right of Lessor to fill such Pierhead and Bulkhead Line excepting only the following:

(1) the lands bounded and described as set forth in Annex III and Annex IV hereto;

(2) the right of Lessor at all times to enter upon and use the lands bounded and described as set forth in Annex V, Annex VI and Annex VII hereto for the purpose of discharging Lessor's duty to maintain, repair and replace the bridge piers, footings and like bridge appurtenances located thereon and the bridges now owned and to be owned by Lessor to which such appurtenances pertain, which duty nothing in this Lease shall be construed to alter, of which duty no part, consequence or resulting liability direct or indirect, primary or secondary is assumed by Lessee hereby or otherwise and with the discharge of which duty no Improvement by Lessee of such lands bounded and described as set forth in Annex V, Annex VI and Annex VII hereto shall interfere;

(3) The right of Lessor, at all times, to enter upon and use the portion of the Leased Premises described as a fee parcel in Annex VIII hereto for the purpose of discharging Lessor's duty to maintain, repair and replace any surface or underground facility in connection with Water Tunnel #3 and the right of Lessor, for a period of ten years from the date hereof, to enter upon and use the portion of the Leased Premises described as a temporary easement for construction in Annex VIII hereto for the construction of Water Tunnel #3 and such surface and underground facility.

All Such Boundaries being described in the survey map set forth as Annex IX, which annex is annexed for the purpose of describing such boundaries and for no other purpose.

ANNEX I

August 20, 1969
Revised September 5, 1969

METES AND BOUNDS DESCRIPTION OF WELFARE ISLAND

Survey of July 2, 1969

Description of the usable land on Welfare Island in the East River, County of New York and State of New York, being an island extending approximately from 50th Street in Manhattan northerly to approximately 86th Street in Manhattan and being more accurately described as follows.

Beginning at an angle point in the westerly face of the concrete wall on the westerly bank of Welfare Island and off the westerly end of Road #2 and being S53°-26'-26"W. datum established by U.S.A. Engr's. Mon's. "X" & "S", 126.20 feet, from U.S.A. Engr's. Mon. "X" also being point #1 of Metes & Bounds Survey and running thence N34°-13'-38"E, 198.47 feet along westerly face of aforementioned concrete wall to a corner thereof, and survey point 2, thence S51°-53'-07"E, 27.10 feet along said wall to a corner thereof, and survey point 3, thence N41°-06'-10"E, 197.31 feet along said wall to a corner thereof, and survey point 4, thence the following two courses, N34°-16'-29"E, 752.99 feet and N34°-32'-43"E, 651.53 feet, along the westerly bank of island to a point thereon opposite a pier of the Queensboro Bridge and being survey point #6, thence the following five courses:

N28°-37'-30"E	.....	368.57 feet
N33°-43'-51"E	.....	377.16 feet
N36°-47'-27"E	.....	496.31 feet
S54°-45'-45"E	.....	37.26 feet
N37°-06'-35"E	.....	432.21 feet

along the westerly face of a stone wall to survey point #11, said point being S68°-51'-00"W, 100.50 feet from BL point KG-7, thence the following six courses:

N23°-14'-38"E	.....	311.40 feet
N30°-13'-16"E	.....	388.96 feet
N34°-14'-02"E	.....	427.99 feet
N41°-43'-46"E	.....	338.77 feet
S77°-58'-02"E	.....	44.84 feet
N31°-05'-33"E	.....	1704.41 feet

along the northerly face of the concrete wall to survey point #7, said point being S60°-59'-00"W, 38.20 feet from BL point KG-11, thence the following nine courses:

N54°-44'-29"E	112.86 feet
N33°-26'-24"E	142.47 feet
N15°-17'-33"E	160.75 feet
N26°-00'-06"E	264.37 feet
N41°-06'-42"E	878.12 feet
N41°-52'-08"E	197.14 feet
N62°-55'-40"E	226.10 feet
N76°-14'-50"E	182.39 feet
N36°-26'-45"E	232.34 feet

along the westerly face of the concrete wall to survey point #26 and the most north-westerly point of Welfare Island, said point being N5°-54'-00"E, 119.80 feet from BL point KG-15, thence S88°27'-18"E, 56.54 feet to survey point #27 and the most north-easterly point of Welfare Island, said point being N30°-20'-00"E, 136.30 feet from BL point KG-15, thence the following nine courses:

S32°-11'-51"E	22.17 feet
S20°-47'-55"W	175.61 feet
S 5°-16'-44"W	124.12 feet
S 3°-25'-36"E	408.86 feet
S12°-30'-25"W	147.61 feet
S30°-12'-17"W	287.38 feet
S25°-10'-27"W	201.20 feet
S55°-25'-33"W	237.32 feet
S47°-01'-46"W	365.59 feet

along the easterly face of a concrete wall on the easterly bank of Welfare Island to survey point #36, said point being S4°-16'-00"E, 84.00 feet from U.S.A. Engr's. Mon. "I" which is also BL point KG-18, thence the following seven courses:

S34°-44'-55"W	488.80 feet
S28°-54'-00"W	583.67 feet
S35°-30'-25"W	601.22 feet
S32°-48'-46"W	1697.08 feet
S45°-01'-07"W	364.66 feet
S33°-55'-49"W	464.86 feet
S55°-47'-15"W	42.79 feet

along the easterly face of last mentioned stone wall to survey point #43, said point being S22°-57'-00"E, 121.10 feet from BL point KG-25, thence the following six courses:

S36°-24'-32"W	331.90 feet
S17°-31'-41"W	306.94 feet
S34°-26'-26"W	329.25 feet
S45°-12'-07"W	279.72 feet
S40°-00'-30"W	521.36 feet
S85°-17'-07"W	37.06 feet

along the easterly bank of Welfare Island to survey point #49, said point being S64°-54'-00"E, 46.00 feet from BL point KG-29, thence the following seven courses:

S34°-46'-41"W	599.07 feet
S39°-12'-10"W	437.49 feet
S45°-40'-00"W	532.82 feet
S55°-43'-21"W	474.54 feet
S60°-02'-22"W	209.54 feet
S37°-35'-24"W	100.03 feet
S86°-48'-58"W	73.85 feet

along easterly bank of said island to survey point #54B, being the most southerly point of Welfare Island and also being the most southerly corner of the Delacorte East River Fountain, thence the following ten courses:

N29°-09'-54"W	15.00 feet
N52°-30'-20"E	75.00 feet
N34°-06'-29"E	73.31 feet
N25°-30'-00"E	130.19 feet
S88°-23'-08"E	40.50 feet
N40°-08'-00"E	195.90 feet
N30°-37'-23"E	116.89 feet
N 5°-16'-19"W	112.19 feet
N39°-24'-49"E	22.39 feet
N18°-29'-36"E	485.95 feet

along the westerly bank of Welfare Island to survey point #1, the point and place of beginning.

Containing 139.20 acres be the same more or less.

W. R. Crocker
LS. #24078

ANNEX II

August 21, 1969

Description of
Pierhead & Bulkhead Line at Welfare Island in East River, County of New York, State of New York

Beginning at point #12 as shown on Dwg. No. S.D. 276 "General Survey of Welfare Island" Orig. Date 4-29-38, said point #12 being S69°-34'-27"W, datum established by U.S.A. Engr's. Mon's. "X" & "S", 92.07 feet from U.S.A. Engr's. Mon. "X" and running thence the following 4 courses:

N34°-27'-00"E	4090.00 feet
N33°-13'-30"E	3170.00 feet
N40°-20'-00"E	1065.00 feet
N58°-30'-00"E	645.00 feet

Northerly and off the west bank of Welfare Island to point #16, on aforementioned drawing, and the beginning of a 41.00 foot radius curve to the right, thence along said curve to point #1 on said drawing, the chord between last two mentioned points being S58°-38'-16"E, 72.97 feet, and same points being at the northerly end of Welfare Island, thence the following 8 courses:

S40°-13'-00"W	780.00 feet
S26°-59'-43"W	552.59 feet
S50°-28'-00"W	600.00 feet
S31°-36'-00"W	830.00 feet
S32°-57'-00"W	2390.00 feet
S35°-02'-00"W	1912.00 feet
S39°-13'-00"W	2115.00 feet
S44°-06'-00"W	1573.00 feet

Southerly and off the east bank of Welfare Island to point #9 on aforementioned drawing and the beginning of a 30.00 foot radius curve to the right, thence along said curve to point #10 on said drawing the chord between the last two mentioned points being N56°-56'-56"W, 58.89 feet and same points being off the southerly end of Welfare Island, thence the following 2 courses:

N22°-00'-00"E	700.00 feet
N28°-00'-00"E	1000.00 feet

Northerly and off the west bank of Welfare Island to point #12, the point and place of beginning.

Containing 142.84 acres be the same more or less.

W. R. Crocker
LS. #24078

ANNEX III

August 23, 1969

Description of
Line Five Feet off all Faces of Goldwater Hospital Buildings on Welfare Island in the East River, County of New York, and State of New York

Beginning at a point at the intersection of a line parallel to and five feet east of the east face of building "F" with a similar line five feet north of the north face of building "F" and being off the northeasterly corner of said building and also being N32-50-14E, 349.87' thence N25-35-16W, 175.97 feet from BL point K.G. 29, datum being that established by U.S.A. Engr's Mon's. "X" & "S" and running thence the following five courses,

S35°-27'-04"W	.....	93.50 feet
S54°-32'-56"E	.....	153.75 feet
S35°-27'-04"W	.....	1005.50 feet
N54°-32'-56"W	.....	65.25 feet
S35°-27'-04"W	.....	228.61 feet

along a line five feet easterly of east face of Goldwater Hospital Buildings to a point off the southeasterly corner of the new building of said hospital, said point being N17°-17'-33"E, 72.69 feet from BL point K.G.-31, and running thence N54°-32'-56"W, 238.00 feet along a line five feet southerly of south face of said new building to a point off the southwesterly corner thereof, said point being S11°-14'-37"E 227.58 feet from BL point K.G.-2, and running thence the following five courses.

N35°-27'-04"E	.....	228.61 feet
N54°-32'-56"W	.....	65.25 feet
N35°-27'-04"E	.....	1005.50 feet
S54°-32'-56"E	.....	153.75 feet
N35°-27'-04"E	.....	93.50 feet

along a line five feet westerly of the west face of Goldwater Hospital Buildings to a point off the northwesterly corner thereof, said point being S89°-04'-59"E, 240.48 feet from BL point K.G.-4, thence S54°-32'-56"E, 61.00 feet to the place of beginning; being 9.84 acres more or less.

W. R. Crocker
L.S. 24078

ANNEX IV

August 23, 1969

Description of
A Line Parallel to and Five Feet Distant from all Faces of the Bird S. Coler Hospital Buildings on Welfare Island, in the East River, County of New York, State of New York.

Beginning at a point at the intersection of a line five feet easterly of the most easterly buildings of said hospital with a line five feet northerly of the most northerly buildings thereof, said point being N18°-52′-57″W, U.S.A. Engineers datum 133.72 feet from BL point K.G.-16 and running thence the following three courses,

S31°-47′-21″W	1053.25 feet
N58°-12′-39″W	465.60 feet
N31°-47′-21″E	1053.25 feet

along a line five feet distant from the most easterly, southerly and westerly buildings of aforementioned hospital to a point off the northwesterly corner thereof, said point being S74°-54′-23″E—67.48 feet from the BL point K.G.-14, thence S58°-12′-39″E, 465.60 feet to the place of beginning; being 11.26 acres more or less.

W. R. Crocker
L.S. #24078

ANNEX V

August 23, 1969

Description of
A Line Parallel to and Six Feet Distant from the Southerly, Westerly, and Northerly Faces of the Pier of the Welfare Island Bridge on the East Bank of Welfare Island, County of New York, State of New York,
The Easterly Line of this Description is the Pierhead and Bulkhead Line in the East Channel of the East River.

Beginning at a point six feet distant from the westerly and northerly faces of the aforementioned pier said point being N69-40-25E, 67.79′ U.S.A. Engineer's datum, from the BL point K.G. 21, and running thence S55°-31′-35″E, 31.26 feet to a point on the pierhead and bulkhead line, thence S32°-57′-00″W, 66.45 feet along the pierhead and bulkhead line, thence S32°-51′-00″W, 66.45 feet along the pierhead and bulkhead line to a point thereon, thence N55°-31′-35″W, 33.03 feet to a point off the southwesterly corner of said pier, thence N34°-28′-25″E, 66.42 feet to the place of beginning; being 0.05 acre more or less.

W. R. Crocker
L.S. 24078

ANNEX VI

August 23, 1969

Description of
A Line Parallel to and Five Feet Distant from the Southerly, Westerly and Northerly Faces of the Queensboro Bridge Pier on the Easterly Bank of Welfare Island, County of New York, State of New York, the Easterly Line of this Description is the Pierhead and Bulkhead Line in the East Channel of the East River.

Beginning at a point five feet distant from the westerly and northerly faces of the aforementioned pier, said point being S83-00-25″E, U.S.A. Engineer's datum 5.05 feet from BL point K.G. 27 and running thence S60-14′-33″E, 86.64 feet to a point on the pierhead and bulkhead line, thence S39°-13′-00″W, 141.06 feet along the pierhead and bulkhead line to a point thereon, thence N60°-14′-33″W, 62.71 feet to a point off the southwesterly corner of said pier, thence N29°-45′-27″E, 139.50 feet to the place of beginning; being 0.24 acre more or less.

W. R. Crocker
L.S. #24078

ANNEX VII

August 23, 1969

Description of
A Line Parallel to and Five Feet Distant from the Southerly, Easterly, and Northerly Faces of the Queensboro Bridge Pier, on the Westerly Bank of Welfare Island, County of New York, State of New York, the Westerly Line of this Description is the Pierhead and Bulkhead Line in the Westerly Channel of the East River.

Beginning at a point five feet distant from the easterly and northerly faces of the aforementioned pier, said point being S47-51-59W. U.S.A. Engineer's datum, 3.97 feet from the BL point KG-5 and running thence S29°-45′-44″W, 139-84 feet along a line five feet easterly of easterly face of said pier to a point off the Southeasterly corner thereof, said point being S28°-11′-01″W, 140.74 feet from the BL point K.G.-5, thence N60°-14′-17″W, 102.42 feet to a point on the pierhead and bulkhead line, thence N34°-27′-00″E, 140.31 feet along the pierhead and bulkhead line to a point thereon, thence S60°-14′-16″E, 90.95′ to the place of beginning; being 0.31 acre more or less.

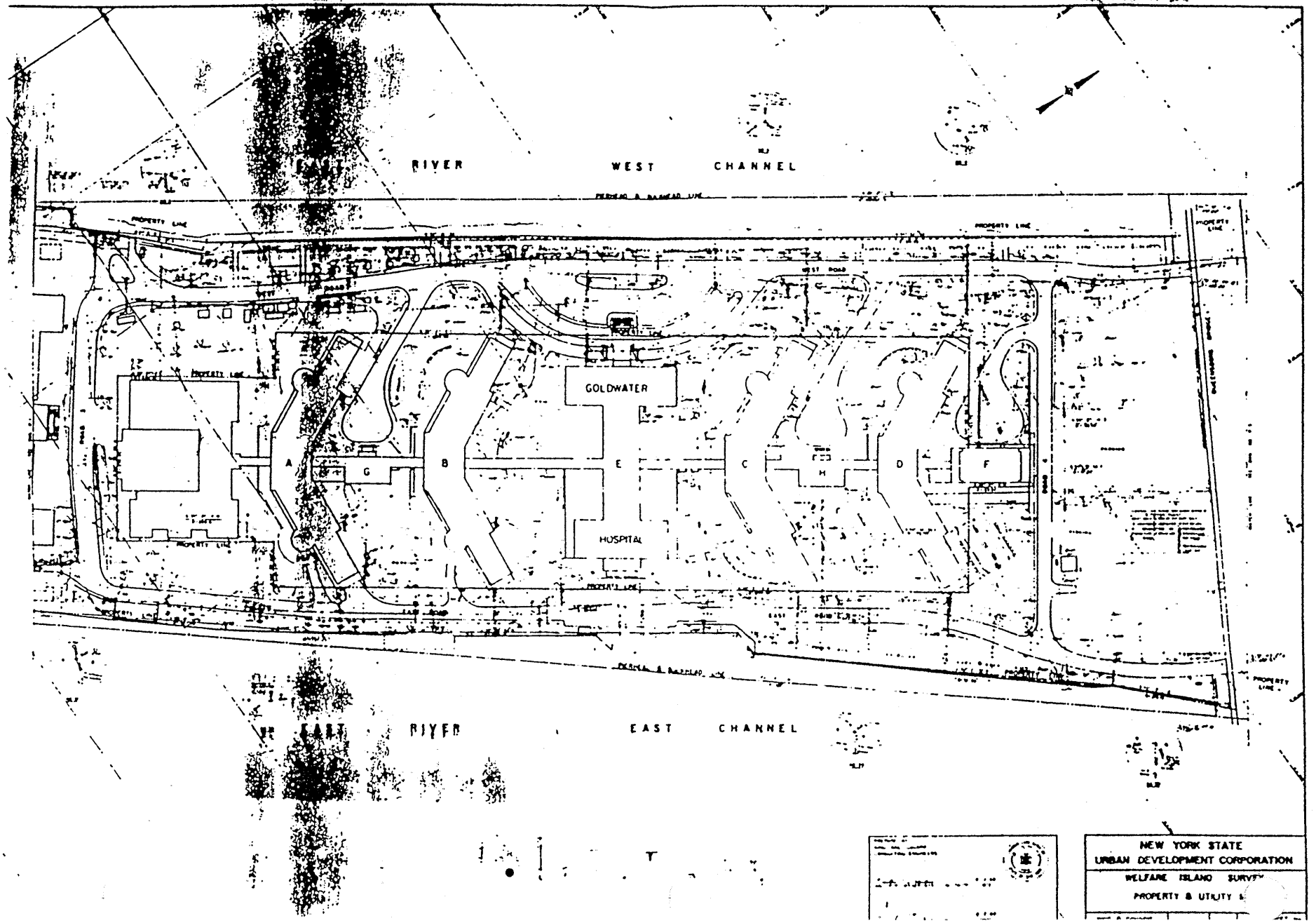
W. R. Crocker
L.S. 24078

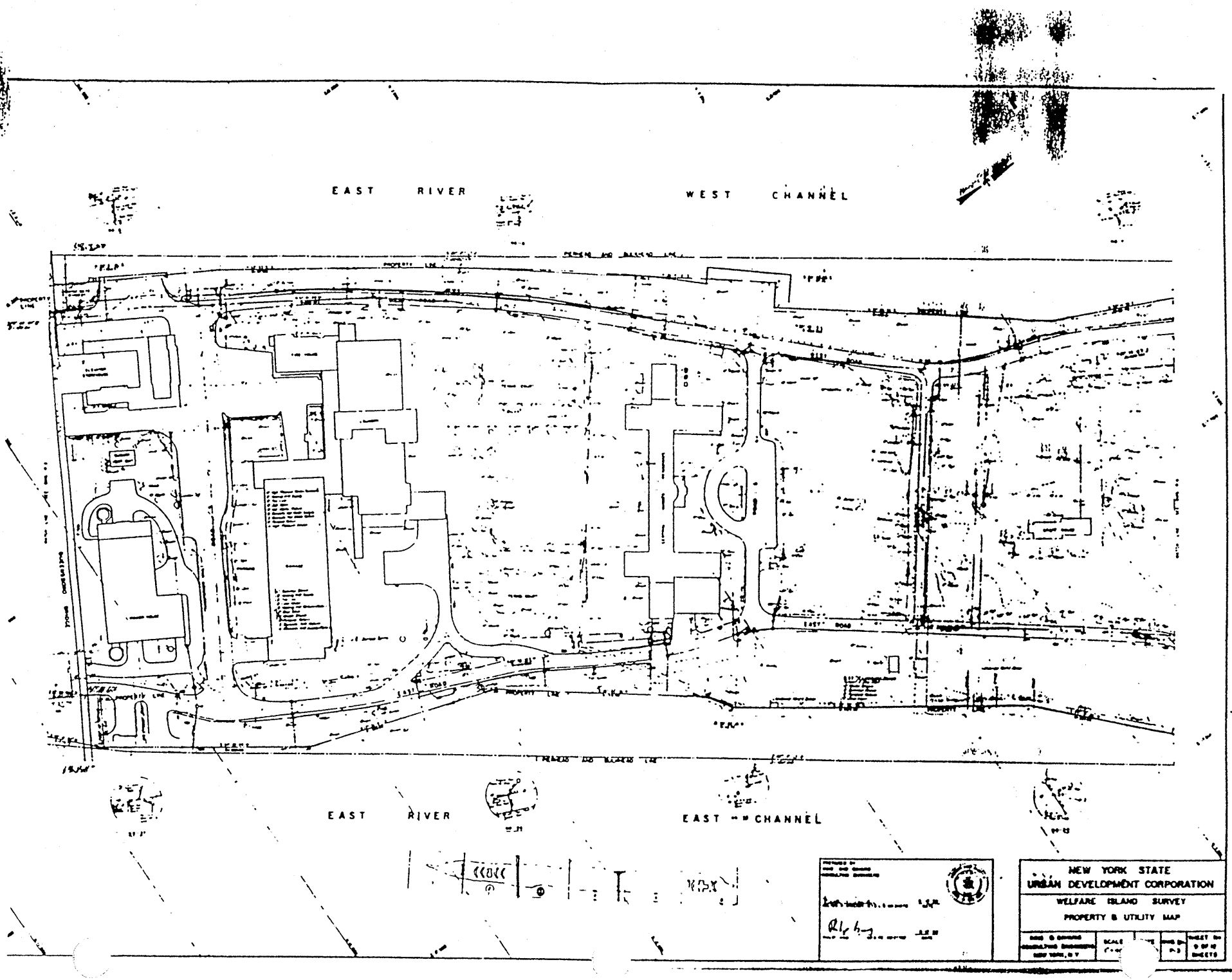
Annex VIII

Annex IX—Pages 1 through 6

(See opposite) ☞

EAST RIVER
EAST CHANNEL
EAST RIVER
WEST CHANNEL
NEW YORK STATE
URBAN DEVELOPMENT C
WELFARE ISLAND

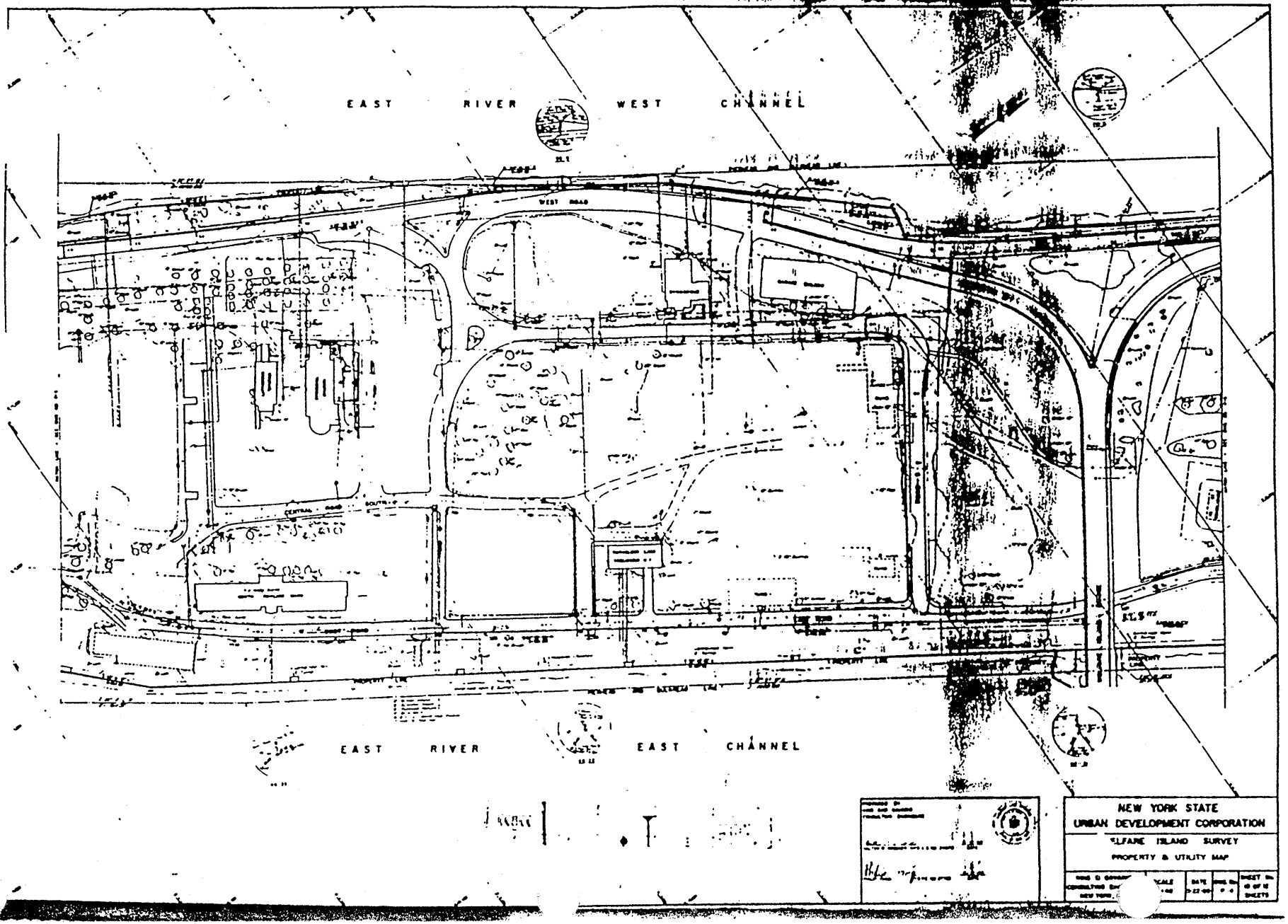

EAST RIVER
WEST CHANNEL
GOLDWATER
HOSPITAL
A
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NEW YORK STATE
URBAN DEVELOPMENT CORPORATION
WELFARE ISLAND SURVEY
PROPERTY & UTILITY



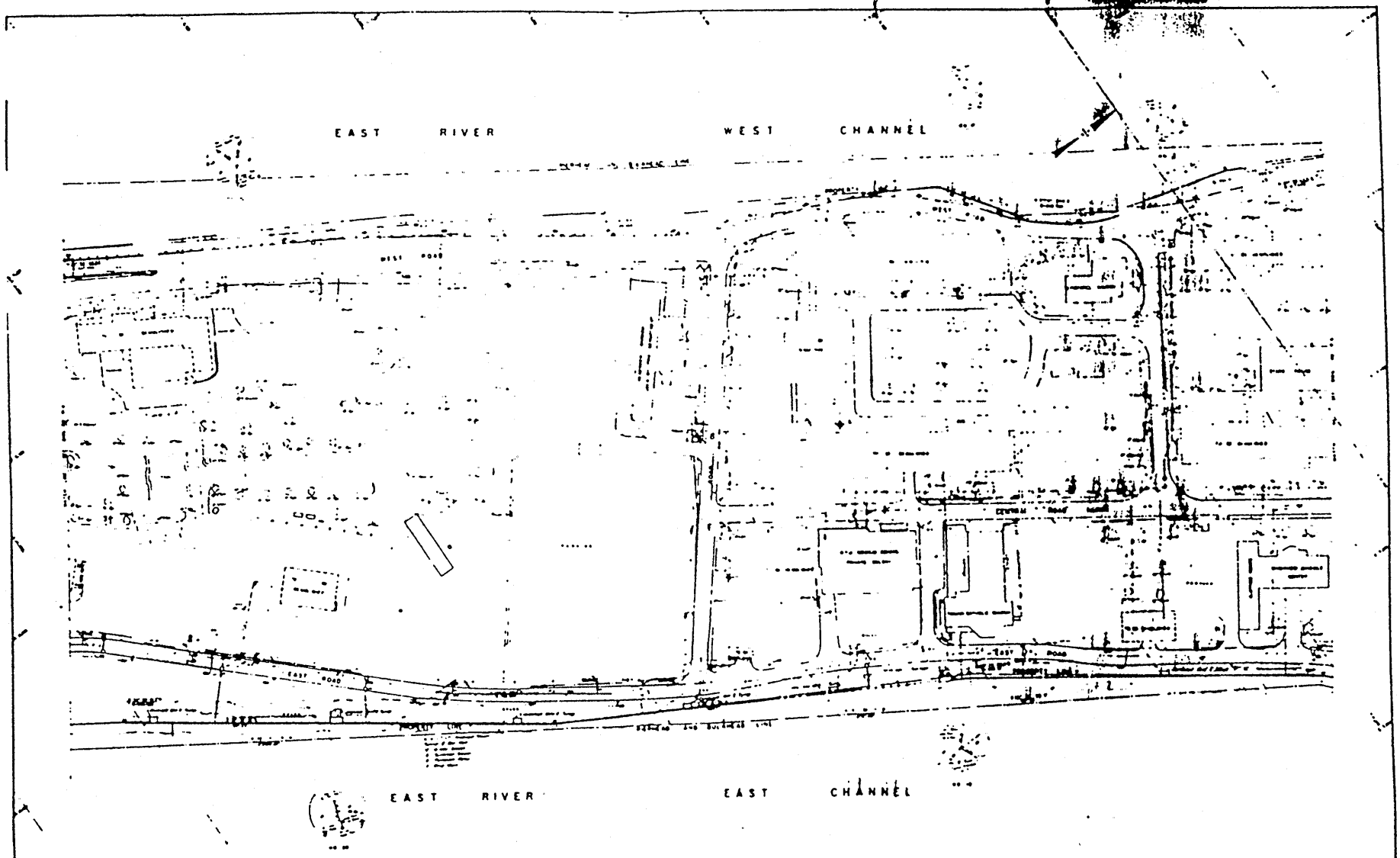
NEW YORK STATE
URBAN DEVELOPMENT CORPORATION

WELFARE ISLAND SURVEY

PROPERTY & UTILITY MAP


EAST RIVER WEST CHANNEL
EAST RIVER EAST CHANNEL
NEW YORK STATE
URBAN DEVELOPMENT CORPORATION
ELLIS ISLAND SURVEY
PROPERTY & UTILITY MAP

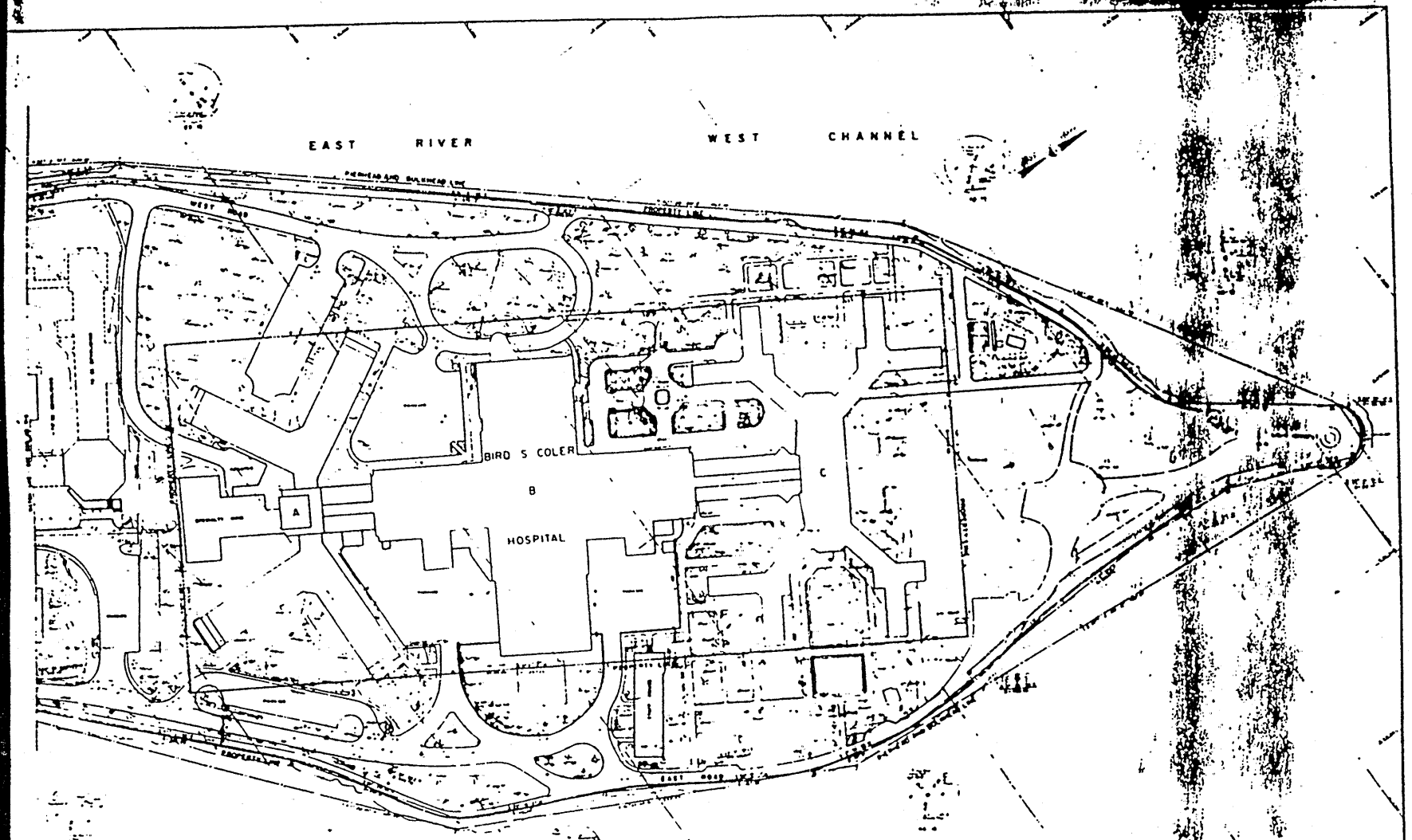
Annex

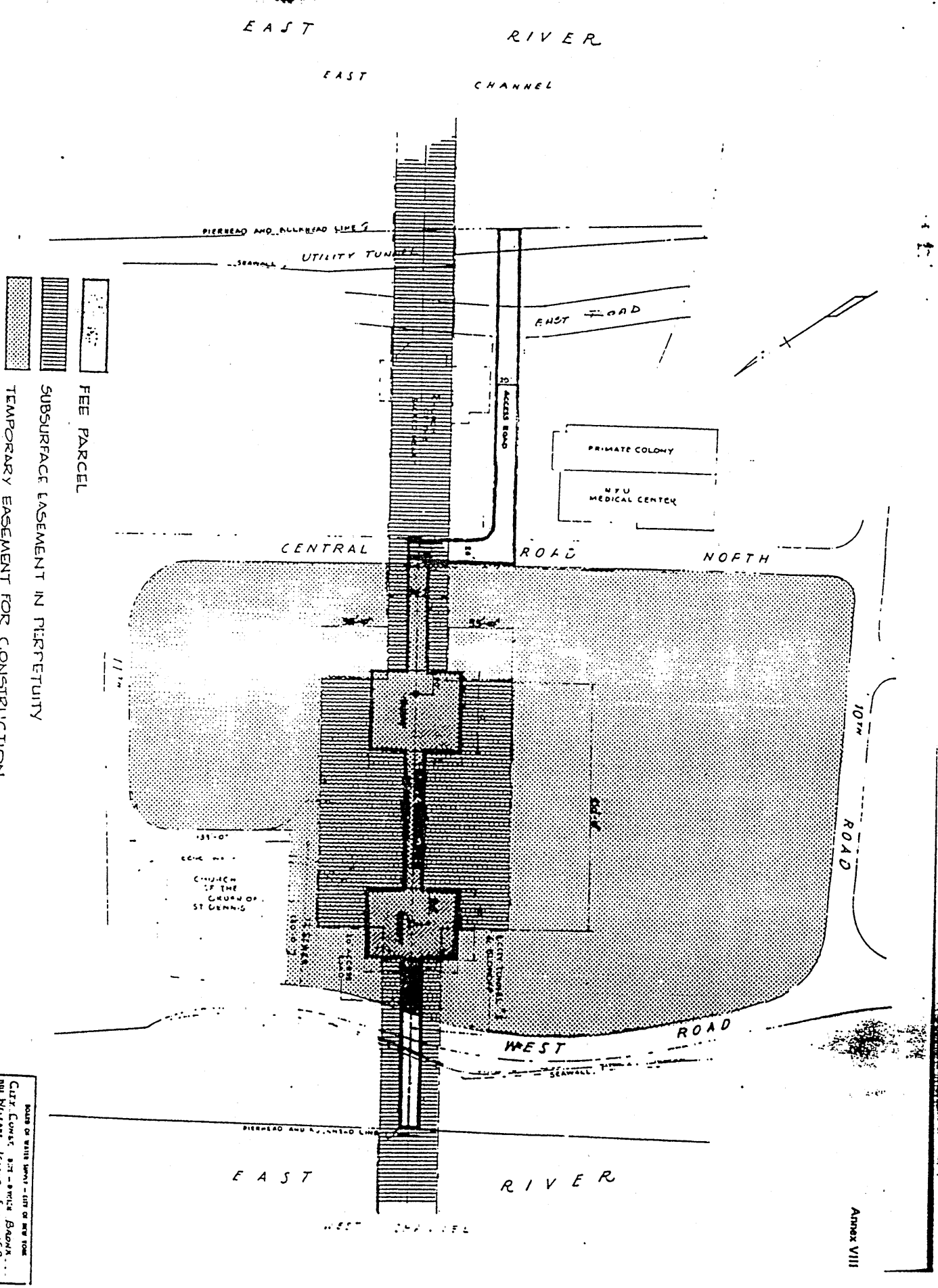


NEW YORK STATE
URBAN DEVELOPMENT CORPORATION

WELFARE ISLAND SURVEY

PROPERTY & UTILITY MAP


EAST RIVER
WEST CHANNEL
BIRD S COLER
HOSPITAL
A
B
C
EAST RIVER
EAST CHANNEL
NEW YORK STATE
URBAN DEVELOPMENT CORPORATION
WELFARE ISLAND SURVEY
PROPERTY & UTILITY MAP


EAST RIVER
EAST CHANNEL
PIERHEAD AND BULKHEAD LINE
SEAWALL
UTILITY TUNNEL
EAST ROAD
ACCESS ROAD
PRIMATE COLONY
NYU MEDICAL CENTER
CENTRAL ROAD NORTH
10TH ROAD
WEST ROAD
CHURCH OF THE GROUP OF ST DENNIS
FEE PARCEL
SUBSURFACE EASEMENT IN PERPETUITY
TEMPORARY EASEMENT FOR CONSTRUCTION
EAST RIVER
Annex VIII

SCHEDULE 2

GENERAL DEVELOPMENT PLAN

The City of New York (the "City") and the New York State Urban Development Corporation (the "Corporation") have agreed that the City and the Corporation should collaborate to develop Welfare Island (the "Island") generally on the basis of the recommendations of the Mayor's Committee on Welfare Island. The object of collaboration is to use the full powers of the Corporation to create on the Island as rapidly as possible a New Community. The object of the New Community is to make the maximum contribution to the present needs of the City consistent with the limitations of the Island site and of foreseeably available financing.

To that end, the Corporation has organized a subsidiary of the Corporation (the "Subsidiary") in order to assure full participation by the City in such development, has prepared the Lease dated December 23, 1969 between the City, the Corporation and the Subsidiary (the "Lease") and has caused this General Development Plan to be prepared by Philip Johnson and John Burgee, Architects.

Upon execution of the Lease and in accordance with the provisions thereof, the Corporation will undertake the development described below.

1. *Basic Program.* The Corporation will develop on the Island a New Community including approximately 5,000 units of housing (including a program of hospital related housing developed in consultation with the City), approximately 200,000 square feet of office space, approximately 100,000 square feet of commercial space and the public facilities defined below. The New Community will be developed in two areas, a South Town Area and a North Town Area, with a Town Center in the South Town Area and with related Open Space Areas.

The housing will be provided approximately as follows: (a) 20% for persons and families eligible for admission to Federally-assisted public housing; (b) 10% for elderly persons and families of the

same income class; (c) 25% for persons and families eligible to benefit from interest reduction payments pursuant to Section 236 of the National Housing Act; (d) 20% for persons and families eligible to occupy limited profit housing financed under Article 2 of the New York State Private Housing Finance Law; and (e) 25% for persons and families who can afford conventionally financed and fully tax-paying units. Bedroom distributions in such housing will offer accommodations for a substantial number of families with one or more children and for hospital employees. For purposes of the Lease, Subsidized Housing includes all units occupied by any person or family in categories (a), (b) and (c) hereof, Middle Income Housing includes all units occupied by any person or family in category (d) hereof and Conventionally Financed Housing includes all remaining housing units.

The public facilities (for purposes of the Lease, the Public Facilities) are as follows: A school or schools for grades K through 8 to serve approximately 2000 children of Island residents; a library facility; a comprehensive system of community facilities including community rooms, daycare centers for Island children, facilities for the elderly, two swimming pools and other recreation facilities: a fire station and police office; public open spaces including a Town Square, a Town Harbor and a glass-enclosed shopping arcade; a public street system; a pedestrian circulation system of pedestrian and bicycle paths, including a Waterfront Promenade suitable for use by emergency vehicles; a mini-transit system; a garage for approximately 2500 cars; utility facilities including a water main, facilities for the collection, treatment and disposition of liquid and solid wastes, gas, telephone and electric lines; and Open Spaces Areas to be developed as parks (subject to delays attributable to Lessor's activities in connection with the construction of water tunnel #3) with the landmarks identified below stabilized. Public facilities will also include a new elevator to the Queensborough Bridge if the Corporation determines in its discretion that such elevator is feasible, and an Urban Ecology Center and rehabilitation of the identified landmarks, if such Center and rehabilitation can be financed other than with financing from the

Corporation. The Corporation will maintain and operate or cause to be maintained and operated the mini-transit system, the elevator, the garage and the public open spaces.

The Town Center will be focus for Island life and will contain commercial facilities sufficient for the daily needs of New Community residents and persons working in New Community offices. Office space, accommodations for transients, the police and fire services and public open spaces will be developed there.

The public streets and pedestrial circulation system within the North and South Town areas will be based on a street system down the length of the Island with a loop within the South Town Area and related access roads., walkways and paths. The system will emphasize pedestrian circulation and travel by public transport on the mini-transit system within the Island. Residents, employees and visitors will be encouraged to park their cars at the garage called the Motorgate, to be built at the Island end of the Welfare Island Bridge.

The Open Space Areas will be developed to serve residents of the City as a whole, as well as residents of the Island.

Access will be provided to the Bird S. Coler and Goldwater Memorial Hospitals on the Island.

2. *Land Use.* The New Community will be constructed in two principal development areas, a North Town Area and a South Town Area and related Open Space Areas.

The North Town Area will contain approximately sixty percent of the dwelling units, including some units of all types, the Motorgate, a utility complex, commercial facilities and child care and recreational facilities, including a swimming pool. A landmark in the area, the Chapel of the Good Shepherd, will be preserved.

The South Town Area will contain approximately forty percent of the dwelling units, including some units of all types, a swimming pool, the library, the schools and the Town Center. The Town Center will be located at the site of the new IND subway station to be provided by the MTA.

The Open Space Areas are: Lighthouse Park, approximately three acres at the north end of the Island, including the existing

inactive lighthouse; Octagon Park, approximately 15 twenty-five acres immediately south of the Bird S. Coler Hospital and north of the North Town Area, containing the site for the Urban Ecology Center and a landmark, the Octagon; Blackwell Park, approximately six acres separating the North Town Area and the South Town Area, containing a landmark, the Blackwell House; and Southpoint Park approximately ten acres south of Goldwater Memorial Hospital at the south end of the Island containing three landmarks, the Strecker Laboratory, the main building of the old City Hospital and the former Small Pox Hospital.

An additional Open Space Area, approximately 6 seven acres under the Queensborough Bridge, will be developed as a Sports Park for residents with areas for games.

The Open Space Areas will be interlinked by a system of pedestrian paths and walkways. The entire waterfront of the Island will be reserved for pedestrians and cyclists on a Waterfront Promenade suitable for use by emergency vehicles.

Maps of existing land uses and of the proposed Town and Open Space Areas are annexed as Appendix I and II, respectively.

3. *Design Criteria.* Residential building elements in the North and South Town Areas will be irregularly shaped structures opening towards the water, approximately twelve stories high in their highest parts along the main street and diminishing in height as their extensions approach the Waterfront Promenade. Buildings will provide community rooms and service facilities for tenants and recreational lawn areas between their extensions.

The Town Center, the highest part of the development, will extend east and west across the sland. It will include a Town Square facing Manhattan and a Town Harbor facing Queens linked by an enclosed shopping arcade with colonnades on both the Town Square and the Town Harbor. The loop of the main street will intersect it.

Lighthouse and Southpoint Parks at the ends of the Island will offer sitting and picnic areas at the edge of the water. Other parks will be landscaped to enhance existing topography and growth.

The site plan annexed as Appendix III is illustrative only and does not indicate the final form or location of the improvements.

4. *Circulation.* The City and the Corporation anticipate that the following access routes will be available to Island residents: access for vehicles and pedestrians by the existing Welfare Island Bridge which the City owns and will maintain; access by water, to the extent feasible, to be provided by landings on the west side of Octagon Park and in the Town Center at the Town Square and Town Harbor; access for pedestrians by a new subway station to be provided by the MTA; and access for pedestrians from the Queensborough Bridge by new passenger elevators descending into the Sports Park, if the Corporation constructs such new elevators. It is generally agreed that inexpensive and convenient access for pedestrians by subway from both Manhattan and Queens will be essential for the general success of the Welfare Island New Community, and that provision of such access by the time dwelling units and office space are ready for occupancy is of central importance.

The principal vehicular routes on the Island will start from a plaza at the Motorgate and provide roads north to Bird S. Coler Hospital and Lighthouse Park and south through the New Community to Goldwater Memorial Hospital and Southpoint Park.

Pedestrian circulation will be provided by internal walkway systems within the parks and by pedestrian streets and plazas in the residential and Town Center sections of the New Community. The Waterfront Promenade will serve pedestrians and cyclists.

The principal on-Island public transportation system will be a mini-transit system chosen for its efficiency and economy. Residents and visitors will be encouraged to leave their cars at the Motorgate plaza except when loading and unloading.

[CHART]

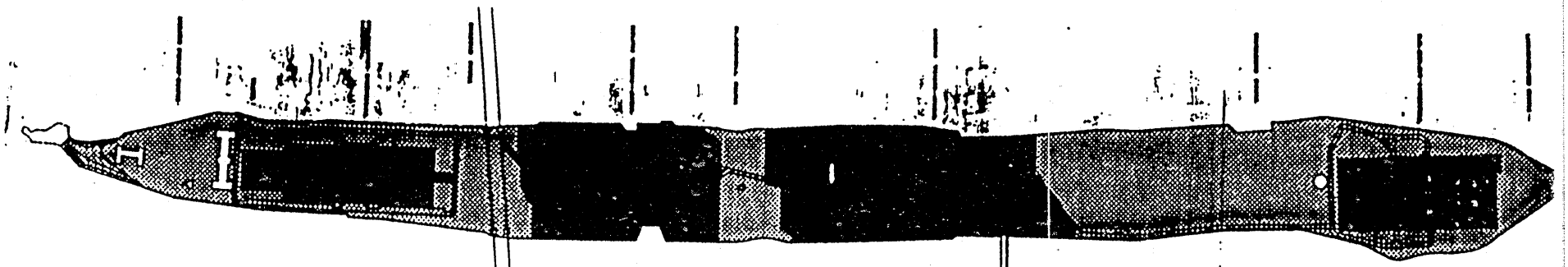
Appendix 1

Appendix 2

(See opposite) ☞

[CHART]

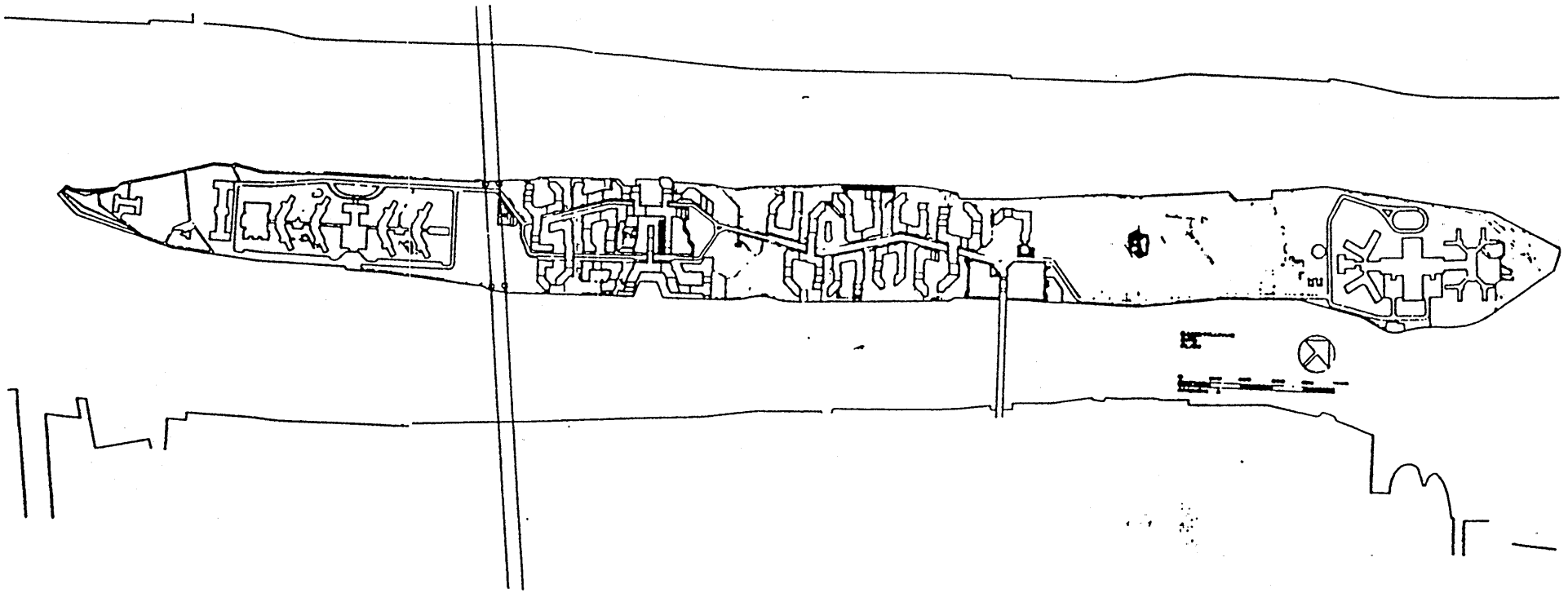
EXISTING CONDITIONS



[CHART]

Appendix 3

(See opposite) ☞



SCHEDULE 3

LESSOR'S DEMOLITION

The Lessor will demolish the following improvements existing on the Leased Premises and identified by the numbers by which they are identified on the map called Welfare Island Plot Plan delivered by Lessee to Lessor with respect to such demolition:

Building Numbers		
226	267	
227	268	
228	269	
233	270	
237	272	
242	273	
241	255	
240	252	
225	253	
260	251	
261	250	
281	256	(other than the Octagon)
262	257	
	276	

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made this 23rd day of December, 1969, by and among the NEW YORK STATE URBAN DEVELOPMENT CORPORATION, a public benefit corporation of the State of New York (the "Corporation") having an office at 666 Fifth Avenue, Borough of Manhattan, City, County and State of New York, THE CITY OF NEW YORK, a municipal corporation of the State of New York (the "City") having an office at City Hall, Borough of Manhattan, City, County and State of New York and the WELFARE ISLAND DEVELOPMENT CORPORATION, a New York corporation and a subsidiary of the Corporation (the "Subsidiary") having an office at 666 Fifth Avenue, Borough of Manhattan, City, County and State of New York.

WITNESSETH:

WHEREAS, the City and the Corporation have agreed to collaborate to develop Welfare Island;

WHEREAS, the Corporation has agreed to lease certain premises on Welfare Island (the "Leased Premises") from the City and to develop thereon certain improvements (the "Improvements") called for by the General Development Plan (the "General Development Plan"), including subsidized housing ("Subsidized Housing"), middle income housing ("Middle Income Housing"), conventionally financed housing ("Conventionally Financed Housing"), public facilities ("Public Facilities") and commercial space ("Commercial Space"), all as defined and described in the lease between the Corporation, the City and Subsidiary dated December 23, 1969 (the "Lease");

WHEREAS, the Corporation has organized Subsidiary to provide certain services in connection with the development of Welfare Island and Subsidiary wishes to render such services; and

WHEREAS, in order to assure full participation by the City in the development of Welfare Island and in consideration of the execution of the Lease by the City, the Corporation has prepared this Agreement for execution by the City and Subsidiary and the City and Subsidiary wish to execute this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Corporation, the City and Subsidiary hereby agree as follows:

1. *Services of Subsidiary.* In order to assist the Corporation in carrying out its obligations and functions under the Lease, Subsidiary shall render all services necessary to bring about the development of the Leased Premises in accordance with the General Development Plan, including, without limitation, the following:

(a) Subsidiary will prepare a detailed program for each Improvement called for by the General Development Plan and will arrange with architects and engineers to prepare complete designs, plans and specifications therefor and to inspect the construction thereof;

(b) Subsidiary will conduct all studies and reviews and prepare all applications, contracts, leases and other documents and materials necessary to obtain financing from public agencies or private investors for each Improvement and to procure all interest reduction, capital grant and other contracts or grants for any additional public subsidies required thereby;

(c) Subsidiary will obtain and designate a developer or developers, which developer may be the Corporation, for each Improvement and will prepare all contracts, leases, deeds and other documents necessary to secure the participation thereof in the development of each such Improvement;

(d) Subsidiary will obtain and designate a builder or builders for each Improvement and will prepare all contracts, subcontracts, bid documents and other documents necessary to permit such builder or builders to construct such Improvement;

(e) Subsidiary will supervise the construction of each such Improvement on behalf of the City and the Corporation and the

completion of each such Improvement in accordance with the final designs, plans and specifications therefor and in accordance with all laws and regulations applicable thereto;

(f) Subsidiary will manage each such Improvement when completed if requested to do so by the Corporation; and

(g) Subsidiary shall take all steps necessary to assure the success of the development of Welfare Island as a new community, as provided in the General Development Plan.

2. *Obligations of the Corporation.* Upon delivery to and approval by the Corporation of the designs, applications, contracts, leases and other documents prepared by Subsidiary with respect to each Improvement and of all matters set forth therein, the Corporation will develop each such Improvement or cause each such Improvement to be developed in the manner set forth in such documents as follows:

(a) With respect to each Improvement consisting of Subsidized Housing or Middle Income Housing, the Corporation will (i) take all necessary steps to make the development of such Improvement a project of the Corporation; (ii) apply under its usual certificate to the appropriate public agency or agencies or otherwise provide for financing for and for any other subsidy required by such Improvement; (iii) form or cause to be formed a housing company subsidiary of the Corporation eligible to construct, own or operate such Improvement; (iv) cause such housing company to enter into the agreements prepared by Subsidiary and take all other steps required for such development; (v) sublease to such housing company the portion of the Leased Premises required for such Improvement; and (vi) sell such housing company to the developer designated by Subsidiary;

(b) With respect to each Improvement consisting of Conventionally Financed Housing, the Corporation will sublease to the developer designated by Subsidiary the portion of the Leased Premises required for such Improvement;

(c) With respect to each Improvement consisting of Commercial Space, the Corporation will sublease to the developer designated by Subsidiary the portion of the Leased Premises required for such Improvement or, if designated as developer,

will (i) take all steps necessary to make the development of such Commercial Space a project of the Corporation; (ii) provide financing for such development; (iii) enter into the agreements prepared by Subsidiary and take all other steps required for such development; and

(d) With respect to each Public Facility, the Corporation will (i) take all steps necessary to make the development of such Public Facility a project of the Corporation; (ii) provide financing for such development; (iii) enter into the agreements prepared by Subsidiary and take all other steps required for such development; and (iv) transfer such facility upon completion to the City as and when required by the Lease.

3. *Payment to Subsidiary.* The Corporation will pay to the Subsidiary compensation for services of Subsidiary rendered pursuant hereto, including, without limitation, Subsidiary's actual overhead and direct expenses relating to such services.

4. *Agreement of the City and the Corporation Concerning Subsidiary.* The Corporation shall vote its shares of the capital stock of Subsidiary and otherwise take all action permitted to be taken by it as shareholder of Subsidiary, and the City shall cause its officers or their designates to take all action permitted to be taken by them as directors of Subsidiary, in order to bring about or maintain the following:

(a) The Board of Directors of Subsidiary shall consist of eighteen directors who shall be elected at each annual meeting of Subsidiary to hold office until the next annual meeting of Subsidiary and until their successors shall have qualified;

(b) Such eighteen directors shall include the holders from time to time of the following offices: (i) the Administrator of the Housing and Development Administration of the City; (ii) the the Chairman of the City Planning Commission of the City; (iii) the Administrator of the Parks, Recreation and Cultural Affairs Administration of the City; (iv) the Deputy Administrator of the Housing and Development Administration of the City; (v) the Chairman of the Corporation; (vi) the President and Chief Executive Officer of the Corporation; (vii) the General Manager of the

Corporation; (viii) the Comptroller of the City; (ix) the President of the City Council of the City; (x) the Borough President of Queens; and (xi) the Borough President of Manhattan;

(c) Each holder of an office specified in paragraph (b) above may in his discretion designate in a writing delivered to the Secretary of Subsidiary prior to the first meeting of the directors of Subsidiary after the accession of such holder to such office and prior to each annual meeting of the shareholders of Subsidiary while such holder continues to hold such office, a person who shall be elected a director of Subsidiary in lieu of such holder;

(d) The remaining seven directors shall be independent citizens of the City not officers of the City or the State of New York designated by a nominating committee consisting of the President and Chief Executive Officer of the Corporation and the Administrator of the Housing and Development Administration of the City;

(e) Eight directors shall constitute a quorum of the Board, which may act by vote of five directors;

(f) There shall be a Chairman of the Board of Directors to be elected each year by the directors from the seven directors designated as provided in (d) above; and

(g) There shall be a President who shall be the President and Chief Executive Officer of the Corporation and who shall designate the Chief Executive Officer of Subsidiary, subject to the approval of the Board of Directors of Subsidiary.

5. *Termination.* The term of this Agreement shall be ten (10) years from the date hereof and shall be automatically renewed for additional terms of one year commencing on the tenth anniversary of the date hereof and each subsequent anniversary of the date hereof unless the City and the Corporation shall have given notice of their intention to terminate no less than one hundred and eighty (180) days prior to the tenth anniversary of the date hereof or prior to any subsequent anniversary of the date hereof.

6. *Notice.* Any notice, demand or request which, under the terms of this Agreement or under any statute, must or may be given

or made by the parties hereto, shall be in writing and shall be given by mailing the same by registered or certified mail addressed to (a) the City addressed as follows: Administrator, Housing and Development Administration of the City of New York, 100 Gold Street, Borough of Manhattan, City, County and State of New York; (b) the Corporation addressed as follows: General Manager, New York State Urban Development Corporation, 666 Fifth Avenue, Borough of Manhattan, City, County and State of New York; and (c) Subsidiary addressed as follows: President, Welfare Island Development Corporation, 666 Fifth Avenue, Borough of Manhattan, City, County and State of New York. Any notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office, enclosed in a registered or certified prepaid wrapper, addressed as hereinbefore provided. Any such address may be changed from time to time upon notice given by the addressee in the manner herein provided.

7. *Arbitration.* Any dispute between the Corporation and Subsidiary with respect to any matter in this Agreement shall be settled by arbitration between them in the manner set forth in Paragraph 16 of the Lease for arbitration between the Corporation and the City. Any dispute between the Corporation and the City with respect to matters set forth in Paragraph 4 hereof shall be settled by arbitration between them in the manner set forth in Paragraph 16 of the Lease.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

NEW YORK STATE URBAN DEVELOPMENT CORPORATION

By _____
President and Chief Executive Officer

ATTEST:

By _____
Secretary

THE CITY OF NEW YORK

By _____
Administrator, Housing and
Development Administration

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Corporation Counsel

WELFARE ISLAND DEVELOPMENT CORPORATION

By _____
President

ATTEST:

By _____
Secretary

July 26 , 1972

AGREEMENT

In accordance with the provisions of Section 22 of the Lease of Welfare Island dated December 23, 1969 (the "Lease") between the City of New York, the New York State Urban Development Corporation ("UDC") and the Welfare Island Development Corporation, the undersigned, John V. Lindsay, Mayor of the City of New York, and Edward J. Logue, President and Chief Executive Officer of UDC, hereby agree to modify the General Development Plan made part of the Lease by substituting the word "twenty-one" for the word "twelve" in the third line of Section 3 of such Plan.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day first above written.

CITY OF NEW YORK

John V. Lindsay, Mayor

NEW YORK STATE URBAN DEVELOPMENT CORPORATION

Edward J. Logue, President
and Chief Executive Officer

December 6, 1973

In accordance with the provisions of Section 22 of the Lease of Roosevelt Island (formerly Welfare Island) dated December 23, 1969 (the "Lease") between the City of New York, the New York State Urban Development Corporation ("UDC") and the Roosevelt Island Development Corporation, the undersigned, John V. Lindsay, Mayor of the City of New York, and Edward J. Logue, President and Chief Executive Officer of UDC, hereby agree to modify the General Development Plan made part of the Lease by substituting the words "an aerial tramway to Manhattan in accordance with the authorization of the Board of Estimate therefor on December 6, 1973 (Cal. No. 18)" for the words "a new elevator to the Queensborough Bridge" in the seventeenth and eighteenth lines of the fourth paragraph of Section 1 of such Plan.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day first above written.

CITY OF NEW YORK

John V. Lindsay, Mayor

NEW YORK STATE URBAN DEVELOPMENT CORPORATION

Edward J. Logue,
President and Chief Executive Officer

as to form

Corporation Counsel

April 1974

NOTES to accompany Reprint:

1. By City of New York Board of Estimate resolution dated February 8, 1973 (Cal. No. 268), the Comptroller of the City of New York was excluded from membership of the Board of Directors of the Welfare Island Development Corporation.

2. By City of New York Board of Estimate resolution dated April 12, 1973 (Cal. No. 283), the President of the New York City Health and Hospitals Corporation replaced the Comptroller as a member of the Board of Directors of the Welfare Island Development Corporation.

3. By the City of New York Local Law 49 of 1973, (Council Int. 1194), Welfare island was renamed Franklin D. Roosevelt island.

4. By Certificate of Amendment of the Certificate of Incorporation executed September 18, 1973 by the President, New York State Urban Development Corporation, the "Welfare Island Development Corporation" was renamed "Roosevelt Island Development Corporation."

December 16, 1977

AGREEMENT

In accordance with the provisions of Section 22 of the Lease of Roosevelt Island (formerly Welfare Island) dated December 23 1969 (the "Lease") between the City of New York, the New York State Urban Development Corporation ("UDC") and the Roosevelt Island Development Corporation (formerly "Welfare Island Development Corporation"), the undersigned, Abraham D. Beame, Mayor of the City of New York, and Robert T. Dormer, Executive Vice President and Acting Chief Executive Officer of UDC, hereby agree to modify the General Development Plan (the "Plan") as defined in said Section 22 (said plan being attached to and made part of the Lease) by substituting the attached Appendix 2 representing proposed Town and Open Space Area in lieu of the Appendix 2 referred to in the last paragraph of Section 2 of the Plan (said Appendix 2 being attached to the Plan), thereby changing certain areas designated for Town use with certain areas designated as Park use.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day first above written.

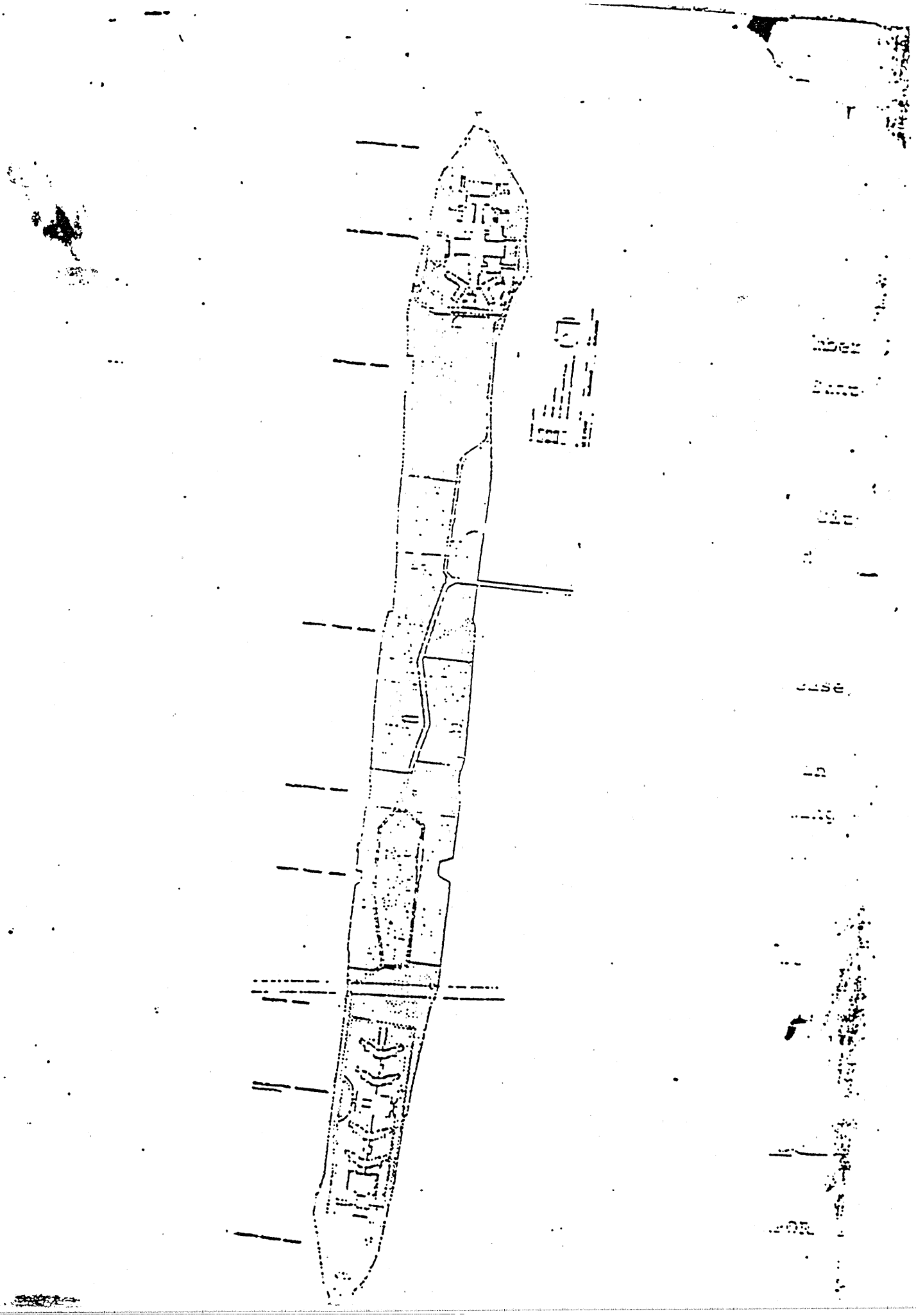
CITY OF NEW YORK

Abraham D. Beame

NEW YORK STATE URBAN DEVELOPMENT CORPORATION

Robert T. Dormer
Executive Vice President
and Chief Executive Officer

FEB-18-88 THU 11:52



ROOSEVELT ISLAND
GENERAL DEVELOPMENT PLAN
As Amended, May 10, 1990*

The City of New York (the "City") and the New York State Urban Development Corporation (the "Corporation") have agreed that the City and the Corporation should collaborate to develop Welfare Island (the "Island") generally on the basis of the recommendations of the Mayor's Committee on Welfare Island. The object of collaboration is to use the full powers of the Corporation to create on the Island as rapidly as possible a New Community. The object of the New Community is to make the maximum contribution to the present needs of the City consistent with the limitations of the Island site and of foreseeable available financing.

To that end, the Corporation has organized a subsidiary of the Corporation (the "Subsidiary") in order to assure full participation by the City in such development, has prepared the Lease dated December 23, 1969 between the City, the Corporation and the Subsidiary (the "Lease") and has caused this General Development Plan to be prepared by Philip Johnson and John Burgee, Architects.

Upon execution of the Lease and in accordance with the provisions thereof, the Corporation will undertake the development described below.

1 ***Basic Program.*** The Corporation will develop on the Island a New Community including approximately 5,000 units of housing (including a program of hospital related housing developed in consultation with the City), approximately 20,000 square feet of office space, approximately 100,000 square feet of commercial space and the public facilities defined below. The New Community will be developed in two areas, a South Town Area and a North Town Area, and with related Open Space Areas.

The housing in the North Town Area will be provided approximately as follows: (a) 20 percent for persons and families eligible for admission to Federally-assisted public housing; (b) 20 percent for persons and families eligible to benefit from interest reduction payments pursuant to Section 236 of the National Housing Act; (c) 35 percent for persons and families eligible to occupy limited profit housing financed under Article 2 of the New York State Private Housing Finance Law; and (d) 25 percent for persons

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* Approved by the Board of Estimate of the City of New York on August 17, 1990

and families who can afford conventionally financed and fully tax-paying units or market-rate units. For purposes of the Lease: (i) Subsidized Housing includes all units occupied by any person or family in categories (a) and (b) hereof; (ii) Middle Income Housing includes all units occupied by any person or family in category (c) hereof; and (iii) Conventionally Financed Housing includes all remaining housing units.

The housing in the South Town Area will be provided approximately as follows: (a) 10 to 20 percent for persons and families whose incomes do not exceed 50 percent of the prevailing median income in the New York City Metropolitan Area and for persons and families whose incomes do not exceed 80 percent of the prevailing median income in the New York City Metropolitan Area; (b) 30 to 40 percent for persons and families whose incomes do not exceed 120 percent of the prevailing median income in the New York City Metropolitan Area and for persons and families whose incomes do not exceed 148 percent of the prevailing median income in the New York City Metropolitan Area, (c) 40 to 60 percent for persons and families who can afford conventionally financed and fully tax-paying units or market-rate units. For purposes of the Lease (i) Subsidized Housing includes all units occupied by any person or family in categories (a) and (b), and (ii) Conventionally Financed Housing includes all remaining housing units.

Bedroom distributions in both the North Town Area and the South Town Area will offer accommodations for a substantial number of families with one or more children and for hospital employees.

The public facilities (for purposes of the Lease, the Public Facilities) are as follows: A school or schools for grades K through 8 to serve approximately 850 children of Island residents to (to be provided by the City of New York); a library facility; a comprehensive system of community facilities including community rooms, daycare centers for Island children, facilities for the elderly, two swimming pools and other recreation facilities; a fire station and police office; public open spaces including a Town Square, a Town Harbor and retail facilities; a public street system; a pedestrian circulation system of pedestrian and bicycle paths, including a Waterfront Promenade suitable for use by emergency vehicles; a mini-transit system; a garage for approximately 2500 cars; utility facilities including a water main, facilities for the collection, treatment and disposition of liquid and solid wastes, gas, telephone and electric lines; and Open Spaces Areas to be developed as parks (subject to delays attributable to Lessor's activities in connection with the construction of water tunnel #3) with the landmarks identified below stabilized. Public facilities will also include an

aerial tramway to Manhattan in accordance with the authorization of the Board of Estimate therefor on December 6, 1973 (cal. no. 18) if the Corporation determines in its discretion that such elevator** is feasible, and an Urban Ecology Center and rehabilitation of the identified landmarks, if such Center and rehabilitation can be financed other than with financing from the Corporation. The Corporation will maintain and operate or cause to be maintained and operated the mini-transit system, the elevator**, the garage and the public open spaces.

The Town Square will be focus for the Island life and, together with North Town, will contain commercial facilities sufficient for the daily needs of New Community residents and persons working in New Community offices. Office and retail space, community facilities, and public open space will be developed in and around the Town Square area

The public streets and pedestrian circulation system within the North and South Town areas will be based on a street system down the length of the Island with a loop within the South Town Area and related access roads, walkways and paths. The system will emphasize pedestrian circulation and travel by public transport on the mini-transit system within the Island. Residents, employees and visitors will be encouraged to park their cars at the garage called the Motorgate, to be built at the Island end of the Welfare Island Bridge.

The Open Space Areas will be developed to serve residents of the City as a whole, as well as residents of the Island.

Access will be provided to the Bird S. Coler and Goldwater Memorial Hospitals on the Island.

2. ***Land Use.*** The New Community will be constructed in two principal development areas, a North Town Area and South Town Area and related Open Space Areas.

The North Town Area will contain approximately sixty percent of the dwelling units, including some units of all types, the Motorgate, a utility complex, commercial facilities and child care and recreational facilities, including a swimming pool. A

** Should read "aerial tramway" in order to conform with Amendment dated December 6, 1973 which deleted the requirement for a new elevator to the Queensborough Bridge

landmark in the area, the Chapel of the Good Shepherd, will be preserved.

The South Town Area will contain approximately forty percent of the dwelling units, a Town Square, retail shops, local administrative office space, a day care center, and other community facilities.

The Open Space Areas are: Lighthouse Park, approximately three acres at the north end of the Island, including the existing inactive lighthouse; Octagon Park, approximately 15 acres immediately south of the Bird S. Coler Hospital and north of the North Town Area, containing the site for the Urban Ecology Center and a landmark, the Octagon; Blackwell Park, approximately six acres separating the North Town Area and the South Town Area, containing a landmark, the Blackwell House; and Southpoint Park approximately ten acres south of Goldwater Memorial Hospital at the south end of the Island containing three landmarks, the Strecker Laboratory, the main building of the old City Hospital and the former Small Pox Hospital.

An additional Open Space Area approximately five and one-half acres under the Queensborough Bridge, will be developed as a Sports Park for residents with areas for games

The Open Space Areas will be interlinked by a system of pedestrian paths and walkways. The entire waterfront of the Island will be reserved for pedestrians and cyclists on a Waterfront Promenade suitable for use by emergency vehicles.

Maps of existing land uses and of the proposed Town and Open Space Areas are annexed as Appendix I and II, respectively.

3. ***Design Criteria.*** Residential building elements in the North Town Area will be irregularly shaped structures opening towards the water, approximately twenty-one stories high in their highest parts along the main street and diminishing in height as their extensions approach the Waterfront Promenade; these buildings will provide community rooms and service facilities for tenants and recreational lawn areas between their extensions.

Residential building elements in the South Town Area will include both low-and-mid-rise buildings, and residential towers, up to approximately twenty-seven stories high, with adjacent lower rise elements, providing view corridors toward the river. The buildings in the South Town Area will provide retail stores and other community

facilities. A public esplanade will line the waterfront on both sides of the South Town Area, while the interior of the South Town Area will offer public open space for passive and active recreation.

Lighthouse and Southpoint Parks at the ends of the Island will offer sitting and picnic areas at the edge of the water. Other parks will be landscaped to enhance existing topography and growth.

The site plan annexed as Appendix III is illustrative only and does not indicate the final form or location of the improvements.

4 *Circulation.* The City and the Corporation anticipate that the following access routes will be available to Island residents: access for vehicles and pedestrians by the existing Welfare Island Bridge which the City owns and will maintain; access by water, to the extent feasible, to be provided by landings on the west side of Octagon Park and in the Town Center at the Town Square and Town Harbor; access for pedestrians by a new subway station to be provided by the MTA; and access for pedestrians from the Queensborough Bridge by new passenger elevators descending into the Sports Park, if the Corporation constructs such new elevators. It is generally agreed that inexpensive and convenient access for pedestrians by subway from both Manhattan and Queens will be essential for the general success of the Welfare Island New Community, and that provision of such access by the time dwelling units and office space are ready for occupancy is of central importance.

The principal vehicular routes on the Island will start from a plaza at the Motorgate and provide roads north to Bird S. Coler Hospital and Lighthouse Park and south through the New Community to Goldwater Memorial Hospital and Southpoint Park.

Pedestrian circulation will be provided by internal walkway systems within the parks and by pedestrian streets and plazas in the residential and Town Center sections of the New Community. The Waterfront Promenade will serve pedestrians and cyclists.

The principal on-Island public transportation system will be a mini-transit system chosen for its efficiency and economy. Residents and visitors will be encouraged to leave their cars at the Motorgate plaza except when loading and unloading.

ROOSEVELT ISLAND
GENERAL DEVELOPMENT PLAN
As Amended, May 10, 1990

The City of New York (the "City") and the New York State Urban Development Corporation (the "Corporation") have agreed that the City and the Corporation should collaborate to develop Welfare Island (the "Island") generally on the basis of the recommendations of the Mayor's Committee on Welfare Island. The object of collaboration is to use the full powers of the Corporation to create on the Island as rapidly as possible a New Community. The object of the New Community is to make the maximum contribution to the present needs of the City consistent with the limitations of the Island site and of foreseeable available financing.

To that end, the Corporation has organized a subsidiary of the Corporation (the "Subsidiary") in order to assure full participation by the City in such development, has prepared the Lease dated December 23, 1969 between the City, the Corporation and the Subsidiary (the "Lease") and has caused this General Development Plan to be prepared by Philip Johnson and John Burgee, Architects.

Upon execution of the Lease and in accordance with the provisions thereof, the Corporation will undertake the development described below.

1. ***Basic Program.*** The Corporation will develop on the Island a New Community including approximately 5,000 units of housing (including a program of hospital related housing developed in consultation with the City), approximately 20,000 square feet of office space, approximately 100,000 square feet of commercial space and the public facilities defined below. The New Community will be developed in two areas, a South Town Area and a North Town Area, and with related Open Space Areas.

The housing in the North Town Area will be provided approximately as follows: (a) 20 percent for persons and families eligible for admission to

Federally-assisted public housing; (b) 20 percent for persons and families eligible to benefit from interest reduction payments pursuant to Section 236 of the National Housing Act; (c) 35 percent for persons and families eligible to occupy limited profit housing financed under Article 2 of the New York State Private Housing Finance Law; and (d) 25 percent for persons and families who can afford conventionally financed and fully tax-paying units or market-rate units. For purposes of the Lease: (i) Subsidized Housing includes all units occupied by any person or family in categories (a) and (b) hereof; (ii) Middle Income Housing includes all units occupied by any person or family in category (c) hereof; and (iii) Conventionally Financed Housing includes all remaining housing units.

The housing in the South Town Area will be provided approximately as follows: (a) 10 to 20 percent for persons and families whose incomes do not exceed 50 percent of the prevailing median income in the New York City Metropolitan Area and for persons and families whose incomes do not exceed 80 percent of the prevailing median income in the New York City Metropolitan Area; (b) 30 to ~~40~~ percent for persons and families whose incomes do not exceed 120 percent of the prevailing median income in the New York City Metropolitan Area and for persons and families whose incomes do not exceed 148 percent of the prevailing median income in the New York City Metropolitan Area; (c) 40 to 60 percent for persons and families who can afford conventionally financed and fully tax-paying units or market-rate units. For purposes of the Lease: (i) Subsidized Housing includes all units occupied by any person or family in categories (a) and (b); and (ii) Conventionally Financed Housing includes all remaining housing units.

Bedroom distributions in both the North Town Area and the South Town Area will offer accommodations for a substantial number of families with one or more children and for hospital employees.

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school or schools for grades K through 8 to serve approximately 850 children of Island residents to (to be provided by the City of New York); a library facility; a comprehensive system of community facilities including community rooms, daycare centers for Island children, facilities for the elderly, two swimming pools and other recreation facilities; a fire station and police office; public open spaces including a Town Square, a Town Harbor and retail facilities; a public street system; a pedestrian circulation system of pedestrian and bicycle paths, including a Waterfront Promenade suitable for use by emergency vehicles; a mini-transit system; a garage for approximately 2500 cars; utility facilities including a water main, facilities for the collection, treatment and disposition of liquid and solid wastes, gas, telephone and electric lines; and Open Spaces Areas to be developed as parks (subject to delays attributable to Lessor's activities in connection with the construction of water tunnel #3) with the landmarks identified below stabilized. Public facilities will also include a new elevator to the Queensborough Bridge if the Corporation determines in its discretion that such elevator is feasible, and an Urban Ecology Center and rehabilitation of the identified landmarks, if such Center and rehabilitation can be financed other than with financing from the Corporation. The Corporation will maintain and operate or cause to be maintained and operated the mini-transit system, the elevator, the garage and the public open spaces.

The Town Square will be focus for the Island life and, together with North Town, will contain commercial facilities sufficient for the daily needs of New Community residents and persons working in New Community offices. Office and retail space, community facilities, and public open space will be developed in and around the Town Square area.

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Maps of existing land uses and of the proposed Town and Open Space Areas are annexed as Appendix I and II, respectively.

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June 15, 1992
[schedule2.gdp]

EXHIBIT D

NON-DISCRIMINATION AND
AFFIRMATIVE ACTION PROGRAM

EXHIBIT D

Affirmative Action Program

AFFIRMATIVE ACTION AND NON-DISCRIMINATION AND NEW YORK STATE BUSINESS ENTERPRISES REQUIREMENTS

o It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

o Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
One Commerce Plaza
Albany, NY 12245
Phone: (518) 474-7756 Fax: (518) 486-6416

o The Contractor is required to utilize Minority and Women-Owned Business Enterprises ("M/WBEs") with respect to subcontracts it may enter into under this Contract for labor, services, supplies, equipment, materials or any combination of the foregoing to be performed for, or rendered or furnished to RIOC, in the event that the Contract price exceeds $25,000, in compliance with the provisions of Articles 15-A and 4-A of the Executive Law. (Appendix attached and made a part hereof, defines some of the pertinent terms of Article 15-A.)

o As a guide for Contractor participation in this program, RIOC has established goals with respect to subcontracts as follows: Construction - 21.5%, Commodities - 18.18%, Services - 18.18% participation by New York State Certified MBEs;

Construction - 13.67%, Commodities - 20.45%, Services - 20.45% participation by New York State Certified WBEs; as percentages of the total Contract price.

o The directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
at:
One Commerce Plaza
Albany, NY 12245

Phone: (518) 474-6346 Fax: (518) 473-0665

The directory is for use only as a resource that lists the names of businesses that qualify as M/WBE's under the definition set forth in the Appendix hereto.

o In order to maximize participation of Certified M/WBE's as subcontractors and suppliers with respect to this Contract, Contractors are required to make the following efforts:

(1) attend meetings scheduled by Developer where bidders will be advised of general contract requirements and M/WBE program;

(2) advertise, where appropriate, in general circulation media, trade association publications and small business media;

(3) notify small, minority and women contractor associations by written solicitation of specific subcontracts;

(4) send written notification to Certified M/WBEs that their interest in the Work is solicited.

In each bid, the Contractor shall include a proposed list of subcontractors to demonstrate that the goals of this section will be achieved.

The Contractor shall list the proposed subcontractors and report the participation of MBEs and WBEs in the form entitled "Vendor/Contractor's Utilization Form" attached hereto and made a part hereof.

Joint ventures with Minority and Women-Owned Business Enterprises will be considered toward meeting the goals.

o In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York,

Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

DEFINITIONS UNDER ARTICLE 15-A REGULATIONS

(a) "Certified business: shall mean either a business certified by New York State as a minority or women owned business enterprise pursuant to Section 315 of the Executive Law and 9 NYCRR 544.2 (a) -1 (c) or a business verified as minority or women owned and additionally identified under 9 NYCRR 455.2 (d).

(b) "Minority group member" shall mean a United States Citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(i) Black persons having origins in any of the Black African racial groups;

(ii) Hispanic persons of Mexico, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;

(iii) Native American or Alaskan native persons having origins in any of the original peoples of North America;

(iv) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands.

(c) "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

(i) at least fifty-one percent owned by one or more minority group members;

(ii) an enterprise in which such minority ownership has and exercises the authority to

control and operate, independently, the day-to-day business decisions of the enterprise; and

(iii) an enterprise authorized to do business in New York State and independently owned and operated.

(d) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

(i) at least fifty-one percent owned by one or more United States Citizens or permanent resident aliens who are women;
(ii) an enterprise in which the ownership interest of such women is real, substantial and continuing;
(iii) an enterprise in which the ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprises; and
(iv) an enterprise authorized to do business in New York State and independently owned and operated.

EEO POLICY STATEMENT

(1) Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(2) Prior to the award of a contract, the Contractor shall submit an Equal Employment Opportunity ("EEO") Policy Statement to the contracting agency within the time frame established by that agency.

(3) The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid and binding State contract, shall, during the performance of the State contract, agree to the following:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities

without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(4) Except for construction contracts, prior to an award of a State contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency.

(5) After an award of a State contract, the Contractor shall submit to the contracting agency a work force utilization report, in a form and manner required by the agency, of the work force actually utilized on the State contract, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency.

o NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that if it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder:

has business operations in Northern Ireland, such bidder, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to

nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

o The Omnibus Procurement Act of 1992 requires that by signing this bid/proposal, Contractors certify that whenever the total bid amount is greater than $1 million:

1.The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;

2.The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

3.The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing of any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request;

4.The Contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

(Note: The Contractor shall include the language of the above provisions in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with the State contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on the State contract.)

EXHIBIT E

MASTER LEASE NON-DISCRIMINATION PROVISIONS

25. *Administration.* Except where otherwise expressly provided herein, the rights and duties of the Lessor hereunder shall be administered and enforced in all respects by its Administrator of the Housing and Development Administration.

26. *Non-Discrimination.* (a) At all times during the construction, maintenance and operation of the Improvements, Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed or national origin. Lessee shall take affirmative action to ensure that employees and applicants for employment with Lessee, its sublessees, contractors and subcontractors are treated without regard to their race, color, creed or national origin and shall take affirmative action to assist in providing training and job opportunities in order to ensure equal employment opportunities for members of minority groups with Lessee, its sublessees, contractors and subcontractors. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated. Lessee will post in conspicuous places on the Lessee's Premises, available to employees of Lessee and applicants for employment, notices provided by Lessor setting forth the language of this non-discrimination provision; and

(i) Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants will be considered for employment without regard to race, color, creed or national origin;

(ii) Lessee shall send each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of Lessee's agreement as contained in this paragraph and a copy thereof shall be sent to Lessee within three (3) days of notification to such union or representative; and

(iii) Lessee shall furnish to Lessor all information required by Lessor pursuant to this paragraph and will permit access by Lessor to its books, records, and accounts for the purposes of investigation to ascertain compliance with this paragraph.

(b) To evidence compliance with the provisions of (a) hereof, Lessee shall furnish such compliance reports as may from time to time be required by Lessor, such reports to contain information as to Lessee's practices, policies, programs, employment policies and employment statistics. Such compliance reports shall, if Lessor so requests, contain the following additional information:

(i) information as to the practices, policies, programs, employment policies and employment statistics of the Lessee's sublessees, contractors and subcontractors;

(ii) if Lessee has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, such information as to such labor union's or agency's practices and policies affecting compliance as Lessor may require, provided that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training, and such labor union or agency shall refuse to furnish such information to Lessee, Lessee shall so certify to Lessor as part of its compliance report and shall set forth what efforts it has made to obtain such information.

(c) Lessee and Subsidiary shall include or cause to be included the provisions of this paragraph 26 in every sublease, contract and subcontract of Lessee or Subsidiary and each obligation of Lessee or Subsidiary hereunder shall be deemed an obligation of each such sublessee, contractor or subcontractor. Lessee and Subsidiary shall likewise include or cause to be included in every sublease, contract or subcontract all non-discrimination provisions required by federal, state or local law, including Lessor's Executive Order 71, as the same may be amended from time to time. All such provisions to the extent applicable are hereby incorporated in this Lease.

(d) Lessor, Lessee and Subsidiary shall require that any contractor or subcontractor performing work on the Leased Premises shall pro-

vide on-the-job training positions in accordance with any applicable governmental order, plan, undertaking or agreement to provide such on-the-job training positions from time to time in effect with respect to Lessor, Lessee, Subsidiary and any organization representing the employees of such contractor or subcontractor; provided, however, that in no event shall any such contractor or subcontractor provide for fewer on-the-job training positions than the number of apprentices or trainees allowed on the job under applicable collective bargaining agreements.

(e) Lessor, Lessee and Subsidiary shall, from time to time, mutually agree upon goals for the employment, training, or employment and training of members of minority groups in connection with performing work on the Leased Premises and any contractor or subcontractor performing work on the Leased Premises shall be required by the applicable contract or subcontract to meet such goals.

27. *Amendment.* Upon notice ffom Lessor to Lessee and approval by Lessor's Board of Estimate within five years of the date of this Lease, this Lease shall be amended as follows:

(a) Subparagraph (b) of paragraph 4 hereof shall be amended to read as follows:

"(b) *Additional Rent.* In addition to the Basic Rent, Lessee shall pay, in the same manner as the Basic Rent, Additional Rent equal to sixty percent (60%) of Net Income for the preceding year";

(b) The definition of *Net Income* in paragraph 22 hereof shall be amended to read as follows:

"*Net Income:* For any period, Gross Income less (i) Normal Allowances; (ii) Basic Rent and (iii) the amount of the following costs incurred by Lessee: any amount by which Lessee's operating and maintenance costs for any Public Facility consisting of a garage, an elevator, a mini-transit system or a park exceed receipts derived by Lessee from such Public Facility, to the extent such excess shall not be included in Normal Allowances"; and

(c) The definition of *Project Fee* in paragraph 22 hereof shall be stricken in its entirety.

EXHIBIT F

LITIGATION DISCLOSURE

DEC 18 2001

SUPREME COURT, APPELLATE DIVISION

First Department, June 2001

Eugene Nardelli, J.P.
Peter Tom
Angela M. Mazzarelli
Israel Rubin
George D. Marlow, JJ.

Roosevelt Islanders for Responsible Southtown Development, etc., et al.,
Petitioners-Appellants,

-against-

4647

Roosevelt Island Operating Corporation, et al.,
Respondents-Respondents,

City of New York, et al.,
Respondents.

- - - - -

Roosevelt Island Residents Association,
Proposed Intervenor-Appellant.

Alternative Southtown Design Committee,
Petitioner-Appellant,

For a Judgment, etc.,

4648

-against-

Roosevelt Island Operating Corporation.
Respondent-Respondent.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK IAS PART 7

----------X

ALTERNATIVE SOUTHTOWN DESIGN COMMITTEE

Petitioner,

For a Judgment Pursuant to Article 78 of The Civil Practice

- against -

Index No.
101128/00

ROOSEVELT ISLAND OPERATING CORPORATION,

Respondent.

----------X

ROOSEVELT ISLANDERS FOR RESPONSIBLE SOUTHTOWN DEVELOPMENT, by its President STEPHEN MARCUS, LEE EDELMAN, LINDA HEIMER, NURIT MARCUS, STEPHEN MARCUS, JOYCE MINCHEFF and MARGARET SMITH,

Petitioners,

- against -

Index No.
101327/00

ROOSEVELT ISLAND OPERATING CORPORATION, CITY OF NEW YORK, THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE RELATED COMPANIES, L.P., and THE HUDSON COMPANIES INCORPORATED,

Respondents.

----------X

HAROLD TOMPKINS, JUSTICE:

Roosevelt Island Operating Corporation's determination that no supplemental environmental impact statement is required in connection with the proposed 19.3 acre

EXHIBIT G

DESIGN GUIDELINES

ROOSEVELT ISLAND SOUTHTOWN

DESIGN GUIDELINES

The Roosevelt Island Operating Corporation ("RIOC"), a New York State agency, has designated The Hudson Companies Incorporated and The Related Companies LP as developers for Southtown ("Developer"). The Project shall be developed in conformance with the General Development Plan, Master Plan and the Design Guidelines outlined herein, which shall apply in lieu of the New York City Zoning Resolution. The construction of all buildings and public improvements shall conform to all other applicable statutory or regulatory requirements, including the New York City Building Code, Multiple Dwelling Law and federal ADA.

Certain terms and concepts used in these Design Guidelines are based upon and are intended to have the same meaning as similar terms and concepts contained in the NYC Zoning Resolution, and where so identified, those provisions of the NYC Zoning Resolution shall be incorporated by reference in these Design Guidelines.

1.0 DEFINITIONS

1.1 Interpretation of inconsistent provisions

In the case of inconsistency between these Design Guidelines and the incorporated provisions of the NYC Zoning Resolution, the provision that is more restrictive or imposes higher standards or requirements shall govern; otherwise, these Design Guidelines shall govern. The diagram(s) complement the text and are as binding as if fully described in the text.

1.2 Rules for construction of language

The word "shall" or "required" is always mandatory and not discretionary. The word "may" or "permitted" is discretionary.

1.3 Definitions

Terms which require definition are indicated in *italics* in the text and are listed below.

Accessory use, or accessory: a use conducted in the same building as the principal use to which it is related, and it is a use which is clearly incidental to, and customarily found in connection with, such principal use. An *accessory use* includes:

(1) Swimming pools not located within a *residential* building provided that the use of such pools shall be restricted to occupants of the principal use and guests for whom no admission or membership fees are charged.
(2) *Home occupations*
(3) A newsstand primarily for the convenience of the occupants of a building
(4) *Accessory* off-street loading berths
(5) *Accessory* signs.

Awning: glazing or fabric on metal frame structure supported entirely from the building to provide weather protection at doors, windows and/or *storefronts*; may be retractable.

Base plane: is a plane from which the height of a building is measured. The level of the base plane is the average elevation of the final grade adjoining the building, excluding entrance to loading.

Basement: is a *story* (or a portion of a *story*) partly below the *base plane*, with at least one half its height (measured from floor to ceiling) above the *base plane*.

Canopy: glazing, fabric and/or metal structure with vertical supports located on the sidewalk to provide weather protection at a building's primary entrance.

Cellar: is a *story* (or a portion of a *story*) wholly or partly below the *base plane*, with more than one half its height (measured from floor to ceiling) below the *base plane*.

Community facility use: uses listed in Use Groups 3 or 4 in the NYC Zoning Resolution.

Expression band: a distinctive linear architectural element occurring on the building facade. The height of the *expression band* shall be no less than 2'-0" and no more than the actual floor to floor height. The length of the *expression band* shall be a minimum of 70% of the aggregate width of the required street wall. The band shall be contrasting in color, texture, material and/or fenestration from the adjacent building facade. Projections may occur within an *expression band.*

Floor area: the sum of the gross areas of the several floors of a building measured from the exterior faces of exterior walls or from the center lines of walls separating two buildings. In particular, *floor area* includes:

(1) *basement* space;
(2) elevator shafts or stairwells at each floor;
(3) floor space in penthouses;
(4) attic space providing structural headroom of 8'-0" or more;
(5) floor space in interior mezzanines or bridges;

However, the *floor area* of a building shall not include:

(1) *cellar* space, except that *cellar* space used for *retail* shall be included for the purpose of calculating requirements for *accessory* off-street loading berths;
(2) elevator or stair bulkheads, *accessory* water tanks, or cooling towers;
(3) uncovered steps;
(4) attic space providing structural headroom of less than 8'-0";
(5) floor space in open or roofed terraces and exterior balconies;
(6) floor space used for *accessory* off-street loading berths;
(7) floor space used for mechanical equipment.

Home occupation: as defined in the NYC Zoning Resolution sec. 12-10.

Leaseline: the line of tenant leased premises extends inward from the outermost exterior face of the *storefront.*

Legally required window: a window or portion of a window (including a window either in addition to or as a substitute for mechanical ventilation) which is required by any applicable law or statute to provide light or ventilation to a "living room" as defined in Section 4 of the Multiple Dwelling Law.

Lot: a tract of land intended for development, defined by *lot lines* or *street lines.*

Lot line: a line defining the boundary of a tract of land intended for development.

Marquee: a permanent glazing and/or metal structure supported entirely from the building to provide weather protection at a building's primary entrance.

Maximum number of stories: the maximum number of stories permitted, measured from a *base plane.*

Required street wall: a wall or portion of a wall of a building facing a *street* or plaza, as indicated in Figure 1.

Required street wall articulation, aggregate width of: the sum of the maximum widths of all segments of *required street wall articulation* on a *street* at the level of any *story.* The width of a *required street wall articulation* is measured in plan as the width of the *street line* from which perpendicular lines may be drawn to such *required street wall articulation.*

Residential use: uses listed in Use Group 1, 2, 3 and 4 in the NYC Zoning Resolution. *Residential uses* may include *residential, community facility, accessory* recreation, *accessory* loading and open space.

Retail use: uses listed in use group 6, 9 and 12 and bicycle rental or repair shops as listed in the NYC Zoning Resolution. *Retail* establishments are intended primarily to provide convenience services for the use of residents of the project area including *retail* sales, restaurants and service establishments.

Storefront: the architectural facade, including doorways, of any tenant-leased premise perimeter adjacent to public circulation areas. *Storefront* refers to all permitted *retail uses* including *retail*, service, restaurants and cultural establishments.

Story: that part of a building between the surface of a floor (whether or not counted for purposes of computing *floor area*) and the ceiling immediately above. However, a *cellar* is not a *story*.

Street: a way shown on the City Map, as defined in the NYC Zoning Resolution sec. 12-10, or indicated as Main Street on the Southtown Masterplan.

Street line: a *lot line* separating a *street* from other land.

Street wall: a wall or portion of a wall of a building facing a *street* or plaza.

2.0 BUILDING PLAN

The Master Plan establishes nine buildings for the Project. Figure 1, Building Plan, indicates building number, permitted number of stories, whether a building is a tower or a slab, required street wall, and the permitted location of retail use. Table 1, Summary of Area, Use and Bulk Controls provides a summary by building of *floor area* for *residential* and *retail* uses; *maximum coverage*; and *maximum number of stories*.

The Master Plan establishes the permitted uses for the Project. Each of the nine buildings is permitted *residential* and *community facility use*. *Retail use* is permitted only in buildings 3 and 4. Uses shall comply with the requirements for Southtown detailed in the General Development Plan.

The Master Plan establishes the overall bulk controls for the Roosevelt Island Southtown development and is made more specific herein by providing further definition of slab *street wall* and tower controls.

2.1 *Maximum number of stories*

For permitted *maximum number of stories* for each building as established in the Master Plan refer to Table 1, Summary of Program, Bulk and Use Controls. Building massing of each building is controlled by the *maximum number of stories*, *maximum floor area*, and *maximum coverage*. The following are permitted obstructions which may penetrate the *maximum number of stories*: chimneys or flues; elevator or stair bulkheads, roof water tanks or cooling towers (including enclosures); flagpoles, aerials or antennas; parapet walls; wire, chain link, or other transparent fences.

2.2 Slab Buildings 1, 3, 4 and 6 *Street Wall* Controls

(a) **Design intent:** *street walls* of buildings 1, 3, 4 and 6 (as indicated on Figure 1, Building Plan) define the scale and character of the pedestrian environment on Main Street and the plaza. Articulation of the *street wall* within the permitted ranges is required in order to create a separate identity, sense of different uses, visual interest and orientation for each building.

(b) **Amount of articulation of *street wall*:** For buildings 1, 3, 4 and 6, the *aggregate width of street wall articulation* at the level of any *story* is permitted but not required up to 15% of the *street wall* from the third level to the top of the building. This requirement applies only to the walls visible from Main Street, as indicated in Figure 1. Recesses, balconies and bay windows may be located above the level of the second *story* ceiling. Building resident entries and loading entries; steps, ramps, *marquees*, *canopies*, *awnings* are permitted on the first floor. *Retail storefronts* are permitted on the first floor of buildings 3 and 4.

(c) **Expression band:** shall be provided at the top of the eighth floor.

2.3 Tower Buildings 2, 5, 7, 8, and 9 Wall Controls

(a) **Design intent:** Tower buildings 2 and 5 are the focus of clusters of development formed by the slab buildings and help define the scale and character of the pedestrian environment on Main Street. Tower buildings 7, 8 and 9, ranging in height from 21 stories to 28 stories, make the transition from the tallest buildings in Northtown, culminating at the center of Southtown at the plaza. Articulation of the towers is required in order to create a separate identity, sense of different uses, visual interest and orientation for each building.

(b) **Amount of articulation of tower walls and crown:** For buildings 2, 5, 7, 8 and 9, the *aggregate width of* tower *wall articulation* at the level of any *story* is permitted but not required up to 15% of the tower wall from the third level to the top of the building. This requirement applies to all sides of the tower. Recesses, balconies and bay windows may be located above the level of the second *story* ceiling. Building resident entries and loading entries; steps, ramps, *marquees*, *canopies*, *awnings* are permitted on the first floor. Distinctive tower crown and lighting are permitted but not required above the highest *story* of building 7, 8, 9 (see Section 7.0 Lighting).

2.4 Types of permitted articulation

(a) **Recess:** Recesses shall be permitted to a minimum depth of 2'-0" and a maximum depth of 10'-0" with a 1:2 maximum depth to width ratio.

(b) **Balcony:** A balcony may project a maximum of 5'-0" from a *street wall* and each balcony may have a maximum length of 12'-0"; shall be enclosed by a solid masonry parapet not exceeding 2'-6" in height and a rail to 3'-8" in total height, or a railing not less than 50% open not exceeding 4'-6" in height; and area shall not be included as *floor area*. The minimum height of the lowest balcony shall not be less than 20' above street grade.

(c) **Bay window:** A bay window may project a maximum of 5'-0" from a *street wall*; and each may have a maximum length of 12'-0".

(d) **Other permitted projections:** elements which project beyond the *street wall* shall comply with the Building Code.

(1) Architectural facade elements such as *expression bands*, cornices; eaves, gutters, and downspouts may project from a *street wall* by a maximum depth of 3'-0".

(2) Steps and ramps may project from a *street wall* by a maximum depth of 5'-0".

(3) *Marquees*, *canopies* and *awnings*: see Section 3.3.

2.5 Minimum distance between windows and walls

The minimum horizontal distance between a *legally required window* and any wall opposite such window shall be 30'-0", nor shall any such wall be nearer to such window than a distance equal to one-half the total height of such wall above the sill level of such window. Such minimum distance need not exceed 60'-0". Such minimum distance shall be measured in a horizontal plane at the sill level of, and perpendicular to, the *legally required window* for the full width of the rough window opening, between such window and such wall.

3.0 ARCHITECTURAL ELEMENTS

3.1 Building materials and color

These Design Guidelines define the general design objectives for the material and color of distinct portions of the buildings and prescribe the treatment required.

(a) **20'-24' above ground floor elevation:** for all buildings, within this zone all of the non-fenestrated area shall be a distinctive area of expression, differentiated through the use of color, materials, texture, scale

or proportions from the building mass above. This distinctive area of expression shall be extended below ground floor elevation where adjacent grade level is below the ground floor elevation.

(b) **Slab buildings:** above the second story to the top of the building, any combination of vision glass, spandrel glass or metal panels shall not exceed 50% of facade area. Reflective glass shall not be permitted anywhere on the building facade. All glass shall comply with the New York State Energy Code.

(c) **Tower buildings:** reflective glass shall not be permitted anywhere on the building facade. All glass shall comply with the New York State Energy Code.

(d) *Expression band*: shall be provided in a contrasting color to its surrounding material.

(e) **Rooftop mechanical equipment:** shall be screened with materials and design consistent with the building architecture.

3.2 Grade level controls

(a) **Ground floor height:** minimum 10'-0" clear height floor to ceiling.

(b) **Ground floor glazing:** when any building wall fronts or adjoins Main Street, at least 25% of the total surface area of such wall between ground floor elevation and the ceiling shall be transparent. Door or window openings or unglazed openings within such walls shall be considered as transparent. Such openings shall have a minimum width of 2'-0". The lowest point of any transparency that is provided to satisfy the requirements of this section shall not be higher than 4'-0" above the ground floor elevation. *Retail storefront* ground floor glazing requires at least 50% transparency.

(c) **Building entrance:** see Section 3.3 *marquees, canopies, awnings*; Section 6.0 for signage controls, and Section 7.0 for lighting controls.

(d) *Retail storefronts*: refer to Section 8.0 Retail Design Guidelines.

3.3 *Marquees, canopies, awnings*

(a) Location by use:

(1) *Residential use*: *marquee* or *canopy* is permitted at the primary building entrance; *canopy* or *awning* is permitted at secondary.

(2) *Community facility use* and professional office: *canopy* or *awning* is permitted.

(3) *Retail use*: *awnings* shall be permitted for *retail* use.

(b) *Marquees*: 10'-0" minimum clear height shall be provided above the sidewalk; maximum 1 story above adjacent sidewalk; 2'-0" minimum horizontal distance from face of curb. Maximum width permitted of a *marquee* is 30'.

(c) *Canopies, awnings*: 8'-0" minimum clear height shall be provided above the sidewalk; maximum 1 story above adjacent sidewalk; 2'-0" minimum horizontal distance from face of curb. Maximum continuous length permitted is 15', with a minimum of 2'-0" spacing between *awnings*.

3.4 Fenestration

(a) **Windows:** all perimeter glazing of residential apartments shall be double-paned with insulating interpane spacers. Glazing shall be clear or essentially neutral in its spectral filtering of visible light. Reflective glass is not allowed.

(b) **Louvers, wall openings:** shall be designed to integrate with building architecture. Maximum uninterrupted louver or grille permitted is 8'-0" in height and 8'-0" in width.

3.5 Rooftops and setbacks

(a) **General requirements:**

(1) Rooftops and setbacks are highly visible and may provide a significant amenity. They may be designed with consideration for use and to be visually attractive when viewed from locations adjacent and above.

(2) All roof surfaces and setbacks shall provide surface materials which are not reflective or high contrast colors. All obtrusive features such as vents, bulkheads and cooling units shall be minimized and finished in materials which are compatible in color and interest to the surrounding building surfaces.

(b) **Rooftops and setbacks adjacent to *residential* units:**

(1) Rooftops and setbacks may be finished with materials suitable for use and landscaping.

(2) Waterproof electrical outlets and exterior water source may be provided for each residential unit or at 50' intervals if a single unit abuts a rooftop or setback greater than 50' in length.

3.6 Parapets, handrails, roof mechanical equipment screening

(a) **Parapets and handrails:** if part of an *expression band*, shall be finished in a distinctive manner.

(b) **Roof mechanical equipment:** shall be screened; materials and design to be consistent with the building architecture.

4.0 CIRCULATION

The infrastructure and landscape contract will establish the character of streetscape and public open space areas. This includes the location of Main Street and the service drives, curb cuts for vehicular drop-offs and loading, and the location of bus stops and cross walks.

4.1 Parking

Parking is not required or permitted in the buildings of Southtown. Off street vehicular drop-off areas are provided at each building.

4.2 Loading

Loading is not required in the buildings of Southtown. *Accessory* off-street loading berths or service areas are permitted for buildings 1, 3, 4 and 6 with access from the West Service Drive. *Accessory* off-street loading berths or service areas shall be located within a completely enclosed building.

All loading berths or service areas shall be screened from all adjoining *streets* by a wall which is not more than 50% open. Openings must have louvers or visual screening devises. The wall may be interrupted by normal entrance or exit doors. Openings shall reflect the scale and proportion of the adjacent building fenestration of the building. Refer to Section 6.0 for signage and Section 7.0 for lighting controls.

5.0 OPEN SPACE: COURTYARDS

The infrastructure and landscape contract will establish the character of streetscape and public open space areas. This includes the active playing fields, central plaza, landscaping adjacent to the waterfront service drive/walks, and the more private vehicular drop-offs and residential landscaped buffer zones. The following design guidelines are for the courtyards, which will also be subject to the specific program for each building.

5.1 Design intent

A courtyard is intended to be a "rear yard" providing light and air to apartments on the interior of a building; semi-private, primarily passive recreational open space for resident adults and play space for children; and to be visually attractive when viewed from the public waterfront and apartments located adjacent and above.

5.2 Size of courtyard

The courtyard shall be developed for use as a landscaped amenity for building residents. The area shall be primarily at one level, have no dimension less than 30'. The planted area shall comprise a minimum of 50% of the courtyard area. The remaining area shall have a durable, attractive paved surface. The courtyard shall be open to the sky except that building projections, not to exceed 5'-0" in depth, may cover up to 10% of the courtyard provided that the lowest level of the projection is above the second story ceiling.

5.3 Permitted obstructions in a courtyard

(a) Terraces, balconies, bay windows, architectural facade details, *accessory* non-commercial greenhouses, planting boxes, steps and ramps for access by the handicapped, vents, bulkheads or other mechanical equipment;

(b) Eaves, gutters, or downspouts projecting not more than 16";

(c) Arbors, trellises, fences, flag poles, *awnings* or *canopies*;

(d) Chimneys projecting not more than 3'-0"; and

(e) Recreational equipment, benches and similar amenities.

5.4 General requirements

(a) Courtyards shall be separated from all apartments, and outdoor areas serving individual apartments, by a 4'-0" high fence, wall or year round screen of densely planted shrubs located at least 6'-0" from a window or door of an apartment, unless the building floor elevation difference is 2'-0" or more above adjacent grade.

(b) Areas with play equipment for young children may be provided. Play areas shall not be located within 40' of a *residential* unit and shall be buffered from *residential* units and other non-planted areas.

(c) Vents, vaults, bulkheads or other mechanical equipment penetrations shall be located so as not to obstruct access to and usefulness of the courtyard. Surface finishes of projecting structures shall be finished with materials compatible with vertical building materials. No exhaust vents are permitted unless such intakes and vents are more than 10'-6" above the level of the courtyard.

5.5 Landscape requirements:

(a) The minimum soil depths for planting are:

Trees:	36"
Shrubs:	30"
Lawns, ground cover:	18"

Each planted area shall have provision for proper drainage, and shall be equipped with automatic irrigation.

(b) Planting requirements:

(1) The landscaped area(s) shall be planted with seasonally diverse plant material appropriate for this location.

(2) Planters may be designed with a coping to provide seating if the coping is minimum 12" wide and does not exceed 18" in height.

(c) New York City is classified as Zone 6b by the U.S. Department of Agriculture in their revised Plant Hardiness Zone map of 1990. For selection of trees, shrubs, groundcovers, grasses, perennials and annuals, the consideration of wind tolerance, exposure to sun/shade and climate zone shall apply.

5.6 **Furnishings:**

(a) Furnishings such as seating, tables, gazebos or other shade structures are encouraged. Furnishings may be movable or fixed. If fixed, they shall be oriented to provide maximum variety in relationship to planted areas, sun and shade.

(b) Surfacing beneath play equipment for young children shall comply with Federal safety standards and equipment shall be anchored in accordance with manufacturer's guidelines. Play equipment shall be such as is normally acceptable to the NYC Department of Parks as appropriate for child use.

(c) Provision for outdoor lighting: refer to Section 7.0.

6.0 SIGNAGE

6.1 Signage at grade:

Developers are required to provide building identification signage for the predominant use of the building, and may provide additional signage as indicated, other than those required by the New York City Building Department.

(a) *Residential use* streetscape signage:

(1) Design intent: to ensure a high quality of *residential use* signage that can express the variety and liveliness of the *residential* spirit at Roosevelt Island Southtown while still differentiating clearly between *residential use* applications as opposed to *retail use* ones.

(2) Main sign at *marquee* or *canopy*: at any major entry of any *residential* building, one main sign is permitted above the entry as part of the *marquee* or *canopy* above the entry and projecting over the sidewalk at the vehicular drop off. This signage is a band which wraps around all three (3) sides of the *marquee* or *canopy*. Permitted messages are: name of building (if applicable) and address of building. The signage shall be flush to the face of the *marquee* or *canopy* and none of the graphics shall be taller than 12". That is, the maximum area for graphics is a band 12" tall. Paint or dimensional letters in metal may be used. Methods not permitted are flashing or animated signs or dimensional letters or signs fabricated of plastic materials.

If no *marquee* or *canopy* is provided, the main sign may be flush mounted to the face of the building. Construction of the sign may be dimensional metal, incised letters in – or dimensional letters on – stone or metal so as to compliment the architectural materials palette of the building, or other methods. Methods not permitted are flashing or animated signs or signs fabricated of plastic materials. The maximum height of letters in this sign shall be 12".

(3) Additional signs: a total of not more than two (2) additional signs may be used, one to the side of the main entry, the other to the side of the service entry. The total surface area of each such sign shall not exceed 2 square feet. This additional sign shall be mounted flush to the face of the building, extending no higher than 8'-0" above grade level at any point, projecting no further than 1" from the face of the building, and no further than 5'-0" from a door that is part of the entry, except in the case that the entry is very deeply recessed from the sidewalk.

Construction for the additional sign may be dimensional metal, incised letters in - or dimensional letters on - stone or metal so as to compliment the architectural materials palette of the building, or other methods. Methods not permitted are flashing or animated signs or signs fabricated of plastic materials.

(b) *Community facility use* **streetscape signage:**

(1) Design intent: to ensure a high quality of signage which is closely allied with that of *residential use* signage, but differentiated from *retail use* signage. The guidelines for *community facility use* signage are the same as those for *residential use* signage, with the following addition:

(2) Additional sign: directory or bulletin board
One (1) additional sign, either a directory or a bulletin board, or both at once, shall be permitted at the entry to any *community facility* use. The location of this sign shall be limited as in the limitations for the additional sign for *residential* application, and the maximum area of the face of this sign shall be four (4) square feet total.

The directory or bulletin board, if featuring changeable messages, may employ plastic lettering and/or surfaces to the degree that it is necessary to allow for change. The directory or bulletin board may be mounted into the face of the building so that it appears flush, or be freestanding. In the case of a changeable message sign, internal illumination may be provided. Methods not permitted are flashing or animated signs. The casework for a freestanding directory or bulletin board sign may not be fabricated of plastic materials.

(c) Professional office use streetscape signage:

(1) Design intent: to ensure a high quality of signage that can mark the location and call out the identity of a professional service on the ground floor of a building, i.e. doctor's office, while not detracting from the quality of the streetscape signage of the building as a whole.

(2) Flush sign at main entry: at the exterior building entry used as the main entry for the offices of a professional service, one (1) sign per professional office (in addition to the signs which identify the building itself) may be used. If the sign identifies only one professional office by the name of that office, the total surface area of the sign shall not exceed two (2) square feet. If the sign is a directory listing various suites or individuals in one professional office location, the total surface area of the sign shall not exceed three (3) square feet.

Construction may be dimensional metal, incised letters in - or dimensional letters on - metal so as to compliment the architectural materials palette of the building, or other methods. Methods not permitted are flashing or animated signs or signs fabricated of plastic materials. The professional office streetscape sign shall not be individually illuminated except as a product of the overall illumination of the entry area in which the sign is located.

(d) *Retail use* **streetscape signage:** see Section 8.0 Retail Design Guidelines

(e) Accessory loading signage:

(1) Design intent: to provide a consistent identifier at the streetscape to identify *accessory* loading facility locations in buildings in Southtown.

(2) Flush mounted overhead sign: one (1) sign may be placed above the loading berth entry. This sign shall be mounted flush with the surface of the building, and shall have only one face. The maximum height of letters in this sign shall be 12". The bottom of the letters shall not be more than 2'-0" from the top of the loading entry. The width of the sign shall not exceed the width of the loading berth entry, and the sign shall be centered over the entry. Construction may be dimensional metal or stone, incised letters in - or dimensional letters on - metal or stone so as to compliment the architectural materials palette of the building. Methods not permitted are flashing, animated, internally illuminated or plastic signs.

6.2 **Other signs:**

(a) **Portable/movable signs:** RIOC approval is required for portable/movable signs for short term special events.

(b) **Rooftop signage:** RIOC approval is required for rooftop signage on buildings for corporate or building identification purposes. RIOC approval is required for billboards and other forms of paid advertising.

(c) **Leasing Signage:** Developer shall be allowed to erect signage for initial lease-up or sales period.

7.0 LIGHTING

The Developer is required to provide lighting on buildings consistent with these guidelines. Lighting shall not be disturbing to any persons occupying their *residential* living space, including other *residential* buildings inside and outside the Project. Lighting shall meet all applicable codes and standards, including the New York State Energy Code. The use of the most current recommendations of the Illuminating Engineering Society of North America is encouraged.

7.1 Exterior building and lot lighting

The Developer is permitted to provide exterior building and lot lighting, and may provide additional lighting as indicated.

(a) **Design intent:** lighting located at the perimeter of each *lot* is permitted to supplement the *street* lighting. Its purpose is to improve color rendering, fill in shadows, light pedestrians' faces, articulate the building base-level facades, reinforce the *residential* and pedestrian character of the development and adjoining neighborhoods, increase security, and visually activate the nighttime streetscape. Lighting for this purpose shall be energy efficient, attractive, and easy to maintain.

(b) **Supplemental lighting shall meet the following minimum requirements:**

(1) Supplemental sidewalk lighting for pedestrians may be provided on all sides of the *lot.*

(2) Lighting shall be operated nightly from dusk to dawn, and be controlled by photocells or astronomical time clocks.

(3) Lighting shall utilize a "white" light source with a color rendering index (CRI) of 65 or greater, i.e. metal halide, fluorescent, compact fluorescent, white cold cathode, white neon, or white HPS.

(4) Face light lighting elements shall provide at least the minimum average maintained illuminance listed below, calculated on an imaginary vertical plane. The required illumination shall fall on the building-side of a pedestrian's face when the pedestrian is walking down the middle of sidewalk. That is, the reference plane runs parallel to the *lot line* and is located midway between the curb and the *lot line.* Average illumination is calculated on the zone from finished walking surface up to 5'-6" high on the lot side of the plane. Sources for face light shall be mounted 7'-0" or higher above finished walking surface.

Type	Min. Maintained Illumination (Vertical Plane)	Average/Min. Ratio
Residential	0.50	10:1
Retail	1.00	10:1
Community facility	0.75	10:1
Plaza/playing fields	0.10	10:1
Building entrances	2.00	6:1

(5) Steps and ramps shall be lighted with a minimum of 1.0 footcandle (maintained), on the horizontal plane, in a uniform manner so as to reinforce the perception of a change in level.

(6) Lighted elements shall demonstrate a design approach which is consistent for each building, and occur on a regular frequency, with not more than 30' between elements. Lighted elements may include any of the following:

- Decorative luminaires mounted to building walls, posts, fences or pedestals;
- Lighted display cases;
- Light reflected from building surfaces;
- Lighting attached to *marquees* or *canopies*;
- Lighting transmitted through translucent materials, e.g. glass block;
- Lighting from *retail* display windows (shall be lighted whether or not occupied by a tenant).

(7) Lighting elements are recommended in the zone of 8'-15' above adjacent sidewalk.

(c) **Responsibility for maintenance:** building owner is responsible for maintenance of all lighting associated with the property and for the maintenance of tenant lighting used to meet these requirements. The building owner shall obtain and store adequate spares of any custom, modified or difficult to obtain luminaires, equipment or materials associated with the lighted elements. No luminaire or lighted element which is used to meet these requirements shall be out of commission for more than 3 consecutive days.

(d) **Additional decorative lighting:** may be used on a building, such as plant lighting, colored lighting, lighted signage, step lights, etc. The hours of operation for such additional lighting are at the discretion of the building owner.

(e) **Industrial lighting elements:** shall not be used, unless attractive in appearance and well shielded for glare.

(f) **Lighting for gardens, roof decks, or other outdoor living spaces:** visible from the *street* or other *residential* living spaces shall be decorative in nature and not disturbing to pedestrians or any *residential* occupants.

(g) **Lighting for areas located inside the building and visible from the *street*:** such as loading docks, or service areas, shall be lighted with "white" light sources in attractive and/or concealed luminaires.

7.2 **Signage, *marquee* and *canopy* lighting:**

(a) **Prohibitions:** Signage lighting shall not flash, pulsate, or otherwise change rapidly, unless concealed from view of *residential* units by *canopies* or other architectural barriers.

(d) *Residential marquees* or *canopies*: with identification signage may be lighted on the vertical sides and or *street* face. Such signage lighting shall utilize concealed sources or cut-out type lettering. Pedestrian lighting for *residential marquees* or *canopies* at building entrances shall utilize white light sources for any direct illumination. Sources shall typically be well-shielded or concealed unless decorative in nature.

(e) *Retail signage and awning lighting:* see Section 8.0 Retail Design Guidelines

7.3 Tower crown lighting

The Developer is permitted to provide tower crown lighting as indicated. The tower crown consists of structures above the top habitable floor.

(a) **Design intent:** the tower crowns of buildings 7, 8 and 9 are permitted to have lighting. In keeping with the *residential* character of the development, all lighting effects are intended to be less bright and generally more subtle than the lighting found on typical Manhattan office buildings. Tower crown lighting shall emphasize architectural form, shapes, special features or elements, rather than emphasize large surface areas. Features and forms emphasized by the night lighting shall be prominent features during the day, so that lighting promotes recognition of buildings from day to night.

(b) General requirements

(1) Light sources shall be appropriate for the application and materials. No light sources are absolutely restricted, but colored sources, including HPS, shall be specially identified and shall require specific design review and approval by RIOC.

(2) The building owner shall be responsible for maintenance of all lighting associated with his/her property. The building owner shall obtain and store spares of all luminaires or components, including lamps and ballasts, which are not readily available. No luminaire or lighted element used for facade lighting shall be out of commission for more than 3 consecutive days.

(3) Tower crown lighting shall be operated from dusk to midnight and controlled by photocell and programmable astronomical time clock.

(c) Building towers 7, 8 and 9:

(1) The building crown may be lighted. The top of the tower shall provide a "lantern" type of effect, with a luminous glowing element(s) emitting or reflecting light. This may be accomplished through architectural features with glowing windows, large scale light fixtures, or other decorative icons primarily transmitting light. Luminous glow of "lanterns" shall be warm in tone, nominal 2700 - 3200 Kelvin color temperature or equivalent color filtering.

(2) Luminance at crown shall not exceed a maximum of 3 initial footlamberts (9.5 cd/square meter) at any visible point. These crowns occur at a lower elevation than *residential* units in other buildings, therefore lighting shall not be disturbing to tenants.

8.0 RETAIL DESIGN GUIDELINES

The Design Guidelines for the Project delineate specific controls for *retail use* at buildings 3 and 4. Merchants are encouraged to exhibit imaginative *storefront*/display solutions and to discuss them at an early stage with the Developer and RIOC for compliance with the Design Guidelines

8.1 Project retail use

The Project's *retail* use shall occur in buildings 3 and 4 with shops surrounding the plaza. These *storefronts* share highly visible plaza-facing frontage as well as excellent site and pedestrian access to the esplanade, transportation, visual and recreational amenities. The west ends of buildings 3 and 4 can take advantage of the adjacency to the waterfront esplanade and dramatic views of the Manhattan skyline. *Retail* uses shall consist primarily of neighborhood-oriented *retail*, services, and bar/restaurants for Roosevelt Island which provide a variety of local consumer needs and have a small service area.

8.2 General retail design guidelines

(a) **Design intent:** *retail storefronts* shall harmonize with the character and spirit of the Project's architecture, and provide clear, unobstructed views into *retail* establishments. The number and range of elements in *storefront* facades shall exhibit consistency of detail within the retail district, yet each tenant should seek individual theme merchandising opportunities to differentiate establishments from adjacent retailers within the district.

(1) *Retail* arcades: there shall be no arcades; arcades obscure *retail storefront* view corridors and inhibit tenant identity.

(2) *Awnings*: all *retail storefronts* may provide *awnings* above *storefront*, to differentiate from the *residential* lobby entrances and non-*retail street* level uses. Professionally crafted graphics placed on the *awning* with highly visible and bright colors are encouraged to give a sense of pedestrian scale and a variety of color. Where a tenant has multiple *storefront* openings, all *awnings* shall be of a similar design and uniform color.

(3) Outdoor seating: encouraged where restaurant/food service uses adjoin.

(4) Security grilles: if provided, all *storefront* security grilles shall have open grillwork for their entire surface to allow maximum visibility into the *retail* tenant space. No solid metal shutter grilles shall be permitted.

(b) **Cart areas:** the plaza and the bosk have been designed to accommodate passive recreation and may support additional *retail uses* in the form of *retail* carts. The Developer and RIOC must approve the use, location and appearance of such carts.

8.3 *Retail storefront* **sign criteria**

The purpose of Project sign criteria is to establish distinctive signage which lends specific character and variety to different *retail* stores within a coherent signage program. Tenants shall be required to design, fabricate, install and maintain *storefront* signs which exhibit imagination, high fabrication quality, and compatibility with adjacent and facing *storefronts*.

(a) General guidelines:

(1) Tenants shall be allowed to install one sign, located on the *storefront* fascia, as a primary exterior trading identity, limited to trade name and logo only. This sign shall be located within a signage band on the *storefront* fascia which is common for the building. The sign shall not exceed 20 square feet in size per establishment.

(2) All additional signs will be placed or hung so that no part of the sign extends more than 15' above grade. No individual additional sign shall exceed 8 square feet in size. This includes all *retail* exterior and interior sign types.

(3) Signs within the *storefront leaseline* may be externally lit from recessed or specifically approved decorative features with all attachments, wiring, clips, transformers, tubes and other mechanisms concealed.

(4) Interior signage shall permit an unobstructed view into the shop. In all cases, signs shall not hang lower than 7'-0" from the shop floor.

(5) All signs shall be Underwriter Laboratory listed or labeled. No exposed raceways, ballast, transformers, sign company names or labels shall be permitted.

(b) Sign types permitted:

(1) Panel signs: wood, porcelain, metal panel, applied letters, neon

(2) Building surface signs: face lit, halo lit, neon, edge illuminated, opaque background/cut-out, translucent dimensional rear lit lettering

(3) Blade signs

(4) Medallion signs: wood and metal; plastic is not permitted. Mountings should allow for limited movement of the object sign without encouraging people to tap or swing on signs.

(5) Interior window surfaces:

- Paint, gold/silver leaf: may be directly applied to the inside of *storefront* windows and door glass.
- Neon: neon tubing may be placed behind *storefront* windows. Ballasts shall be inconspicuous in location and color. Neon tubing shall be shielded with clear plastic where customers might be able to touch it.

(6) *Awnings*: store name/logo may be painted or silkscreened directly on *awnings*. Lettering shall be placed in the lower portion of the overhang. When angled or bullnose *awnings* are used, signs shall not be placed on panels sloped more than 30 degrees (from vertical) or on the curved upper portion of *awnings*.

(7) Mesh panel surface signs: applied letters and ornaments, illuminated letters, halo lit, neon

(c) **Sign restrictions:**

(1) Credit card decals shall be permitted. Commercially produced graphics for nationally produced and merchandised products shall be permitted.

(2) Permanent or temporary interior signage specifying products and prices shall be designed, constructed and executed with quality and professional standards of fabrication.

(3) Forbidden items: animated signs and signs employing rapidly moving or flashing lights; surface-mounted box or cabinet-type signs; formed plastic or injection molded signs, or signs comprised of vacuum-formed letters; simulated material wall coverings, stone or wood-grained plastic laminates; free-standing signs.

8.4 *Retail storefront* **lighting criteria**

The purpose of the lighting criteria is to provide general standards for *retail storefront* illumination which are compatible with the Project's overall exterior lighting concept and to maintain a high degree of clarity and visual balance. Storefront lighting is important in creating a secure and lively environment on the plaza. Lighting shall meet the requirements of the New York State Energy Code and all relevant electrical, energy, fire and other applicable codes. All *retail* related lighting, with the exception of internally illuminated signage, will be subject to the following requirements:

(a) *Retail* **signage:** which is lighted shall utilize neon, cold cathode, miniature decorative lamps, or concealed sources. Sign boxes with luminous backgrounds which diffuse the source may be used. Exposed fluorescent or exposed High Intensity Discharge (HID) sources are not permitted.

(b) *Retail awnings*: may be lighted internally, or from luminaires associated with the building or *storefront*. If *retail awning* lighting is used to supplement sidewalk lighting, the lighting must be consistent along any individual facade, and maintained by the building owner. *Awning* lighting shall be attractive and appropriate to the application. Industrial luminaires may be used, but specific care shall be taken to achieve a well designed overall appearance.

(c) **Show window display lighting:**

(1) The show window is considered to extend 5'-0" into the store measured from the leaseline.

(2) Accent lighting in display windows shall be from reflectorized luminaires or lamps providing a point source distribution. Accent luminaires greater in size than a 5"x5"x5", or higher in wattage than 75 watts, shall not be visible from the *street* or exterior of the *storefront*.

(3) Colored filters on accent lighting, or colored neon lighting is permitted in show windows.

(4) At least 50% of the accent lighting of show windows shall remain lighted from the time stores are closed until midnight, and shall be controlled by astronomical time clocks or photocells.

(5) If *retail* lighting is used to supplement sidewalk lighting, *storefronts* shall contain attractive displays, art work, community exhibits or equivalent elements, and meet the requirements for show window lighting.

(6) In order to increase visibility into the *storefront* and compensate for daylight, show windows may supplement accent lighting with less directional fill lighting. Sources shall be concealed from view.

(d) Interior general lighting

(1) General lighting for the store interior shall be from luminaires which provide reasonable protection from direct lamp view or glare. Luminaries may be exposed or shielded, pendant or surface mounted on walls or ceilings. Bare fluorescent or High Intensity Discharge lamps shall not be used.

(2) Surface or pendant-mounted track and track fixtures installed for accent lighting may be used.

TABLE 1: SUMMARY OF AREA, USE AND BULK CONTROLS

Bldg. No.	Floor Area Residential	Floor Area Retail	Maximum Coverage	Maximum No. Stories
1	198,946		15,248	16
2	144,000		9,000	16
3	244,134	*	16,886	16
4	241,708	*	17,401	16
5	144,000		9,000	16
6	221,699		16,910	16
7	201,600		9,600	21
8	240,000		9,600	25
9	268,800		9,600	28
Total	1,904,887		113,245	

* To be determined; is included in residential floor area limit.

SCHEDULE 1

COMPUTATION OF SPECIFIED RENTAL PAYMENT

NYC1 #436157 v3

SCHEDULE 1

EXAMPLE OF COMPUTATION OF SPECIFIED RENTAL PAYMENTS

(FOR ILLUSTRATIVE PURPOSES ONLY)

Southtown Associates 2, LLC

Computation of Specified Rental Payment

ASSUMPTIONS	
Square Footage	149,472
Discount Rate	8.25%
Escalation Rate	2.50%
Ground Rent	$0.76

Year	Ground Rent	Year	Ground Rent	Year	Ground Rent
2003	113,599	2,025	195,568	2047	336,685
2004	116,439	2,026	200,458	2048	345,102
2005	119,350	2,027	205,469	2049	353,729
2006	122,333	2,028	210,606	2050	362,573
2007	125,392	2,029	215,871	2051	371,637
2008	128,527	2,030	221,268	2052	380,928
2009	131,740	2,031	226,799	2053	390,451
2010	135,033	2,032	232,469	2054	400,212
2011	138,409	2,033	238,281	2055	410,218
2012	141,869	2,034	244,238	2056	420,473
2013	145,416	2,035	250,344	2057	430,985
2014	149,051	2,036	256,603	2058	441,760
2015	152,778	2,037	263,018	2059	452,804
2016	156,597	2,038	269,593	2060	464,124
2017	160,512	2,039	276,333	2061	475,727
2018	164,525	2,040	283,241	2062	487,620
2019	168,638	2,041	290,322	2063	499,810
2020	172,854	2,042	297,580	2064	512,306
2021	177,175	2,043	305,020	2065	525,113
2022	181,605	2,044	312,645	2066	538,241
2023	186,145	2,045	320,461	2067	551,697
2024	190,798	2,046	328,473	2068	565,490

Specified Rental Payment **1,921,773**