

terminate this Lease as of the date sixty (60) days after Landlord's notice to Tenant or (b) to repair and rebuild the Building or other portion of the Project within a reasonable time, with all due diligence, in which event this Lease shall continue in full force and effect.

18.4 Lease Termination; Proration of Rent. In the event this Lease is terminated pursuant to the terms of Sections 18.1, 18.2 or 18.3, this Lease and the estate and interest of the Tenant in the Premises shall terminate and expire on the date specified in the notice of termination and the rent payable hereunder shall be prorated as of such date, subject to rent abatement, if any, to the extent provided in Sections 18.1 and 18.2.

18.5 No Discharge of Liability. Subject to Section 17 hereof, nothing contained in Sections 18.1, 18.2 or 18.3 shall relieve, discharge or in any way affect either party's liability to the other party in connection with any Damage to the property of the other party, the Premises, the Building or any other portion of the Project arising out of the negligence or willful acts or omissions of the first party, its agents, employees, contractors, licensees and invitees, except to the extent the loss is covered by insurance required hereunder to be carried by such other party.

18.6 Exemption of Liability. Landlord and Tenant shall not be liable for any loss of business, inconvenience or annoyance to the other arising from any repair or restoration of any portion of the Premises, the Building or other portions of the Project as a result of any Damage by such party. Furthermore, in the event of such Damage, Landlord shall have no obligation (i) to repair any equipment, furniture, fixtures, paneling, ceilings, carpets or other floor coverings, partitions, draperies or any personal property installed in or about the Premises by Landlord or Tenant or (ii) to expend any amount for the repair of the Tenant Work in the Premises; provided, however, Landlord shall perform or cause to be performed such work in the Premises which Tenant requests Land-

lord to perform at Tenant's expense, such work to be paid for by Tenant in monthly progress payments during the course of such work.

18.7 Agreement Governs. The provisions of this Lease, including this Article 18, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Project, and any statute or regulation of the State of Pennsylvania, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Project.

19. Eminent Domain.

19.1 Appropriation.

(a) If all of the Premises are permanently condemned or taken in any manner for public or quasi-public use by eminent domain (collectively referred to herein as "Appropriation") before or during the term hereof, this Lease shall automatically terminate as of the date of such Appropriation, or, if applicable, as of any prior date on which Tenant is deprived of possession by reason of the Appropriation (the "Appropriation Date").

(b) If a part of the Premises are so permanently appropriated, this Lease shall automatically terminate as to the portion of the Premises so Appropriated as of the Appropriation Date.

(c) If such a major and material portion of the Building or Project is Appropriated so as to require, in the opinion of Landlord, a substantial alteration or reconstruction of the remaining portions thereof, this Lease may be terminated by Landlord, as of the Appropriation Date, by written notice to Tenant within sixty (60) days following

notice to Landlord of the Appropriation Date. If this Lease is not so terminated, Landlord will make structural alterations to the Building and/or remaining portion of the Premises reasonably necessary for the use of the Premises as contemplated by this Lease.

(d) If a portion of the Premises or the Building is Appropriated as to render the remaining portion of the Premises unusable for the conduct of Tenant's business, in Tenant's reasonable opinion, this Lease may be terminated by Tenant as of the Appropriation Date, by written notice to Landlord within sixty (60) days following notice to Tenant of the Appropriation Date and a complete description of the taking.

19.2 Award. Landlord shall be entitled to the entire award in any condemnation proceeding for Appropriation of the Premises, the Building or any other portion of the Project, including without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire Appropriation shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such Appropriation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the interruption of or damage to Tenant's business or, to the extent included in the award made to Landlord, the unamortized value over the term of this Lease of any Tenant Alterations and the Tenant Work in excess of the Allowance (as defined in Landlord's Work Letter).

19.3 Rent Abatement. In the event of a partial Appropriation which does not result in a termination of this Lease as to the entire Premises, the Basic Rent shall be abated in proportion to the portion of the Premises rendered untenable by the Appropriation.

19.4 Temporary Appropriation. Notwithstanding any other provision hereof, if all or any portion of the Premises are Appropriated for a limited period of time ("Temporary Appropriation"), this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including without limitation, the payment of Basic Rent and all other amounts required hereunder. Tenant shall be entitled to receive the entire award made in connection with any such Temporary Appropriation attributable to any period within the term of this Lease, including any renewal term if Tenant has timely exercised its option to renew the term. Landlord shall be entitled to the entire award for any such Temporary Appropriation which relates to a period after the expiration of the term of this Lease and all exercised renewals or which is allocable to the cost of restoration of the Premises. Any portion of such award relating to any period during an unexercised renewal term shall be held in escrow until the earlier of (i) the date on which Tenant exercises such renewal term (in which case such portion of the award shall be paid to Tenant) and (ii) the date on which such option to renew expires (in which case such portion of the award shall be paid to Landlord). If any such Temporary Appropriation terminates prior to the expiration of the term of this Lease, Tenant shall restore the Premises as nearly as possible to their condition prior to the Appropriation, at Tenant's sole cost and expense; provided that, Tenant has received the portion of the award attributable to such restoration, and such award is sufficient to cover the cost of restoration. If such award is not sufficient for such restoration, Tenant shall promptly pay all of such award to Landlord.

20. Assignment and Subletting.

20.1 Limitation on Assignment and Subletting. Except as expressly provided in subsections (a), (b) or (c) below, Tenant shall not directly or indirectly, voluntarily or by

operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, "Assignment"), or permit the Premises to be occupied or used by anyone other than Tenant or sublet the Premises (collectively, "Sublease"), or any portion thereof, without Landlord's prior written consent in each instance, which consent may be withheld in Landlord's sole discretion.

So long as Tenant remains a subsidiary of International Business Machines Corporation, notwithstanding the first sentence of this Section 20.1, Tenant shall have the right to Sublease ~~or Assign portions of the Premises~~ <sup>or Assign this Agreement</sup> ~~to an affiliate as defined in Section 11.7 of the Services Agreement, Tenant's or International Business Machines Corporation's wholly-owned subsidiaries or subsidiary, or to an affiliated entity of Tenant or International Business Machines Corporation fifty-one percent (51%) of whose voting interest is owned by Tenant or International Business Machines Corporation,~~ provided Sections 20.2, 20.4 and 20.5 shall apply to any such Sublease or Assignment.

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20.2 Notice to Landlord. If Tenant desires at any time to enter into an Assignment of this Lease or a Sublease of the Premises or any portion thereof, it shall first give written notice to Landlord of its desire to do so, which notice shall contain the minimum rent, term and other conditions of the proposed Assignment or Sublease.

20.3 Landlord Options. For any Sublease or Assignment other than that expressly authorized by Subsection 20.1(a) above, the following shall apply: Tenant's notice specified in Section 20.2 shall be irrevocable for fifteen (15) days after receipt by Landlord, except if Tenant, in good faith, determines it has the need for the space in question prior to Landlord's election of an option under this Section 20.3. At any time within such 15-day period or, prior to Tenant's written revocation after such 15-day period and within thirty (30) days after Landlord's receipt of the notice specified in Section 20.2, Landlord may by written notice to Tenant elect

to (a) Sublease itself the portion of the Premises specified in Tenant's notice, or any portion thereof, (b) take an Assignment of Tenant's leasehold estate specified in Tenant's notice hereunder, or any portion thereof, or (c) terminate this Lease as to the portion of the Premises specified in Tenant's notice effective forty-five (45) days after the notice (or on such earlier date on which Landlord takes possession of such portion of the Premises), with a proportionate abatement in the rent payable hereunder. If Landlord does not elect to exercise any of the rights contained in subsections (a), (b) and (c) above, then Tenant may propose a Sublease or Assignment in conformity with the provisions contained in Tenant's notice to Landlord, provided such Sublease or Assignment shall be subject to Landlord's approval. Tenant shall submit such proposed Sublease or Assignment to Landlord, together with the name of the proposed subtenant or assignee, the nature of such proposed subtenant's or assignee's use of the Premises, and such financial information as Landlord may reasonably request concerning such proposed subtenant or assignee. Landlord agrees not to withhold or delay its consent to the Sublease or Assignment unreasonably, provided that (i) with respect to any proposed Assignment or Sublease of the Premises located on the forty-first (41st) floor, Landlord may withhold its consent in its sole discretion in recognition of the fact that such portion of the Premises is not separately demised from the premises of other tenants on the forty-first floor, and (ii) disapproval by Landlord because of its good faith judgment that a prospective subtenant or assignee is not an appropriate occupant for a first class office building shall be deemed reasonable. In the event Landlord elects to Sublease or take an Assignment from Tenant as described in subsections (a) and (b) above, the rent payable by Landlord shall be the lower of the minimum rent set forth in Tenant's notice or the rent payable by Tenant under this Lease at the time of the Assignment or Sublease (or a proportionate amount thereof represent-

ing the portion of the Premises subject to the Assignment or Sublease if less than the entire Premises are subject to the Assignment or Sublease). In the event Landlord elects any of the options set forth in subsections (a), (b) and (c) above with respect to a portion of the Premises (i) Tenant shall at all times provide reasonable and appropriate access to such portion of the Premises and non-exclusive use of any common facilities, and (ii) Landlord shall have the right to use such portion of the Premises for any legal purpose in its sole discretion and the right to further assign or sublease the portion of the Premises subject to Landlord's election without the consent of Tenant. If Landlord consents to the Sublease or Assignment Tenant may thereafter within one hundred twenty (120) days after Landlord's consent, but not later than the expiration of said one hundred twenty (120) days, enter into such Assignment or Sublease of the Premises or portion thereof, upon the terms and conditions (and at the minimum or higher rent) set forth in the notice furnished by Tenant to Landlord pursuant to Section 20.2 hereof.

20.4 No Release of Tenant. No consent by Landlord to any Assignment or Sublease by Tenant (except as to an Assignment or Sublease to Landlord) shall relieve or release Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the Assignment or Sublease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. Any Assignment or Sublease which is not in compliance with this Section 20 shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. In the event of a default by an Assignee of Tenant under this Lease, Tenant shall have ten (10) days after notice of such default by Landlord to recapture the leasehold from such Assignee and thereafter cure all defaults under this Lease in accordance with the terms hereof.

20.5 Assumption of Tenant's Obligation. Each assignee, sublessee, mortgagee, pledgee, or other transferee, other than Landlord, shall assume, as provided in this Section 20.5, all obligations of Tenant under this Lease (including without limitation those contained in this Article 20) with respect to the portion of the Premises sublet, assigned, mortgaged, pledged or transferred, and shall be and remain liable jointly and severally with Tenant for the payment of the rent, and for the performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease with respect to the portion of the Premises sublet, assigned, mortgaged, pledged or transferred; provided, however, that the assignee, sublessee, mortgagee, pledgee or other transferee shall be liable to Landlord for rent only in the amount set forth in the Assignment or Sublease. No Assignment shall be binding on Landlord unless the assignee or Tenant shall deliver to Landlord a counterpart of the Assignment and an instrument in recordable form which contains a covenant of assumption by the assignee, consistent with the requirements of this Section 20.5, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

21. Transfer of Landlord's Interest.

In the event of any sale or other transfer of Landlord's interest in the Building, other than a transfer for security purposes only, Landlord shall automatically be relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, provided that the transferee expressly assumes in an instrument in recordable form delivered to Tenant all obligations of Landlord under this Lease (including without limitation those contained in this Section 21) subject to any rights to abatement in rent which Tenant has at the time of such transfer, except as provided in Section 23.2.

22. Defaults and Remedies.

22.1 Defaults by Tenant. The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

(i) The failure by Tenant to pay the rent or make any other payment required to be made by Tenant hereunder as and when due where such failure continues for fifteen (15) days after notice thereof by Landlord to Tenant; provided, however, that such notice shall be in lieu of and not in addition to any notice required under Pennsylvania law.

(ii) The failure by Tenant to observe or perform the provisions of Sections 10.1 and 12.1 where such failure continues and is not remedied within thirty (30) days after notice thereof from Landlord to Tenant. Such thirty (30) day notice shall be in lieu of and not in addition to any notice required under Pennsylvania law.

(iii) The failure by Tenant to observe or perform any other term or provision of this Lease (including, without limitation, the Parking Facility Rules and Regulations attached hereto as Exhibit "F" and the Rules and Regulations attached hereto as Exhibit "I") to be observed or performed by Tenant, where such failure continues for thirty (30) days after notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion. Such thirty (30) day notice shall be in lieu of and not in addition to any notice required under Pennsylvania law.

(iv) Any action taken by or against Tenant pursuant to any statute pertaining to bankruptcy or insolvency or the reorganization of Tenant (unless, in the case of a case filed against Tenant, the same is dismissed within ninety (90) days); the making by Tenant of any general assignment for the

benefit of creditors; the appointment of a trustee or receiver to take possession of all or any portion of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within ninety (90) days; or the attachment, execution, or other judicial seizure of all or any portion of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within ninety (90) days, unless Tenant at all times has paid all Basic Rent and additional rent coming due hereunder.

(v) Tenant's failure to vacate and surrender the Premises as required by the Lease upon the expiration of the term or termination of this Lease.

#### 22.2 Acceleration of Rent.

(a) In the event of any such default by Tenant as set forth in Section 22.1, then, in addition to any other remedies available to Landlord at law or in equity:

(i) The whole rent for the balance of the term of this Lease, as hereinafter computed or any part thereof, at the option of the Landlord, shall immediately without notice, become due and payable as if by the terms of this Lease the same were payable in advance; and

(ii) Landlord may immediately proceed to dis-train, collect or bring action for the whole rent or such part thereof as aforesaid, as being rent in arrears, or may file a Proof of Claim in any bankruptcy or insolvency proceeding for such rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof; and

(iii) At Landlord's option, Landlord may recover other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

(b) Rent for each year for the balance of the term after the occurrence of any default by Tenant, for the purpose of computing the rent reserved hereunder for the unexpired portion of the term of this Lease under subsection (a) above,

shall be computed as equal to the Basic Rent and additional rent payable by Tenant for the previous twelve (12) months ending on the date of Tenant's default, plus any increases in said Basic Rent and additional rent which are specifically set forth in this Lease.

The term "rent" as used herein shall be deemed to be and to mean the Basic Rent, rent adjustments pursuant to Section 4.2 and Section 5 and all other amounts required to be paid by Tenant pursuant to the terms of this Lease.

22.3 Repossession of Premises. In the event of a default by Tenant as set forth in Section 22.1 and as long as the whole rent or any part thereof as aforesaid remains unpaid, then Landlord may, at any time thereafter re-enter and repossess the Premises and any part thereof and attempt to relet all or any part of such Premises for the account of Tenant upon such terms and to such persons, firms or corporations and for such period or periods as Landlord, in its sole discretion, shall determine, including a term beyond the termination of this Lease, and Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting, or do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by Landlord desirable or convenient, and the cost of such decoration, repairs, changes, alterations or additions shall be charged to and be payable by Tenant as additional rent hereunder as well as any reasonable brokerage and legal fees expended by Landlord, and any sums collected by Landlord from any new tenant obtained on account of the Tenant shall be credited against the balance of the rent due hereunder as aforesaid.

22.4 Termination of Lease. At any time after any default by Tenant, as set forth in Section 22.1, shall occur, Landlord, at its option, may serve notice upon Tenant that

this Lease and the term hereof shall cease and expire and become absolutely void on the date specified in such notice, to be not less than five (5) days after the date of such notice, and thereupon, and at the expiration of the time stated in such notice, this Lease and the term hereof, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein specified for expiration of the term of this Lease. Thereupon, Tenant shall immediately quit and surrender to Landlord the Premises, and Landlord may enter into and repossess the Premises by summary proceedings, detainer, ejectment or otherwise, and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damage therefor.

22.5 Re-entry by Landlord. Upon the occurrence of any default by Tenant, then Landlord or any person acting under Landlord may enter the Premises and all costs and commissions in connection therewith, including watchmen's wages, and further including the five percent (5%) chargeable by the Act of Assembly and payable to Landlord, shall be paid by the Tenant, and in such case, all such costs, commissions and other charges shall immediately attach and become part of the claim of Landlord for rent, and any tender of rent without said costs shall not be sufficient to satisfy the claim of Landlord.

22.6 Waivers of Notice. If proceedings shall be commenced by Landlord to recover possession under the Acts of Assembly, either at the end of a term or upon the occurrence of any default, as defined in Section 22.1, Tenant expressly waives all rights to notice in excess of five (5) days required by the Act of Assembly, including the Act of December 14, 1863, the Act of April 3, 1830, and/or the Act of April 6, 1951, and agrees that in either or any such case, five (5) days notice shall be sufficient. Without limitation of or by the foregoing, Tenant hereby waives any and all

demand, notices of intention and notices of action or proceedings which may be required by law to be given or taken prior to any entry or re-entry by summary proceedings, ejectment or otherwise, by Landlord, except as hereinbefore expressly provided with respect to the five (5) days notice and provided further that this shall not be construed as a waiver by Tenant of any notices to which this Lease expressly provides that Tenant is entitled.

22.7 Waiver of Recovery by Tenant. In the event of a termination of this Lease, prior to the date of expiration herein originally fixed, whether by reason of service of a notice as provided herein terminating this Lease or by reason of entry or re-entry, summary proceedings, ejectment or other operation of law, Tenant hereby waives all right to recover or regain possession of the Premises, to save forfeiture by payment of rent due or by other performance of the conditions, terms or provisions hereof, if such termination occurred by reason of a failure in performance hereof, and without limitation of or by the foregoing, Tenant waives all right to reinstate or redeem this Lease notwithstanding any provisions of any statute, law or decision now or hereafter in force or effect, and Tenant waives all right to any second or further trial in summary proceedings, ejectment or in any other action provided by any statute or decision now or hereafter in force or effect.

22.8 Entry and Re-entry Defined. The words "entry" and "re-entry" as used in this Lease shall not be deemed restricted to their technical legal meaning.

22.9 Breach by Tenant/Right of Landlord to Injunction. In the event of a breach by Tenant of any of the agreements, conditions, covenants or terms hereof, Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them,

whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others.

22.10 Waiver of Jury Trial. It is mutually agreed by and between Landlord and Tenant that they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters 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, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

22.11 Landlord's Remedies Cumulative. All remedies provided to Landlord herein shall be cumulative.

22.12 Notice of Termination. No reentry or taking possession of the Premises by Landlord pursuant to this Article 22 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

22.13 Definition of Tenant. If this Lease has been assigned, the term "Tenant," as used in this Article 22 shall be deemed to include both the assignee and the assignor.

23. Subordination.

23.1 Self-operative. This Lease is subject and subordinate to all mortgages and trust deeds affecting the Land, the Building, and/or the Project (the "Underlying Mortgages") which may now or hereafter be executed affecting the Land, the Building, and/or the Project and to all renewals, modifications, consolidations, replacements and extensions of any such leases, mortgages or trust deeds. This clause shall be self-operative and no further instrument or subordination need be required by any mortgagee or beneficiary, affecting any Underlying Mortgage

in order to make such subordination effective. Tenant, however, shall execute promptly any certificate or document that Landlord may request to evidence or confirm such subordination. Landlord shall expend its reasonable best efforts to obtain a non-disturbance agreement from any existing holder of an Underlying Mortgage, provided that any fees and costs charged by such holder and reasonable attorneys' fees incurred by Landlord in connection therewith shall be paid by Tenant within fifteen (15) days after demand therefor by Landlord.

23.2 Attornment. If Landlord's interest in the Land, the Building and/or the Project is sold or conveyed upon the exercise of any remedy provided for in any Underlying Mortgage, or otherwise by operation of law, Tenant covenants and agrees that: (a) the person or entity succeeding to the interest of Landlord in the Land, the Building and/or the Project shall not be liable for any act or omission of Landlord under this Lease occurring prior to such sale or conveyance, shall not be subject to any offset, abatement or reduction of rent because of any default of Landlord under this Lease occurring prior to such sale or conveyance, and shall not be liable for the return of any security deposit paid by Tenant except to the extent that the security deposit has actually been paid to such person or entity; (b) this Lease will not be affected in any way and Tenant will attorn to and recognize the owner which so acquires Landlord's interest as Tenant's landlord under this Lease, unless such owner shall elect to terminate this Lease and the rights of Tenant hereunder; and (c) to execute and deliver at any time upon request of Landlord or any person, entity, firm or corporation which shall succeed to the interest of Landlord under this Lease, an instrument to evidence such attornment. In consideration of the foregoing, in the event of any such termination of Landlord's interest under this Lease, the owner which acquires Landlord's interest shall, in writing and subject to the observance and performance by Tenant of all its obligations under this Lease, recognize this Lease and Tenant's rights under this Lease, unless such owner shall elect to terminate this lease and the rights of Tenant hereunder.

23.3 Notice from Tenant. Tenant shall give written notice to the holder of any Underlying Mortgage whose name and address have been previously furnished to Tenant of (a) any act or omission by Landlord which Tenant asserts as giving Tenant the right to terminate this Lease or to claim a partial or total eviction or any other right or remedy under this Lease or as provided by law, and (b) any other matter or event with respect to which Tenant is required or permitted to give written notice to Landlord. Tenant further agrees that if Landlord shall have failed to cure any default under subsection (a) above within the time period provided for in this Lease, then the holder of any Underlying Mortgage shall have an additional sixty (60) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such sixty (60) days such holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

24. Estoppel Certificate.

Each party shall, at any time and from time to time upon not less than fifteen (15) days prior written notice by the other party, execute, acknowledge and deliver to the requesting party 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 so modified and stating the modifications), the dates to which the Basic Rent, additional rent and other charges have been paid in advance, if any, stating whether or not to the best knowledge of the certifying party, the requesting party is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which such party may have knowledge and containing any other information and certifications which reasonably may be requested

by the requesting party or the holder of any Underlying Mortgage. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee of the Building or the Project or any mortgagee, ground lessor or other like encumbrancer upon the Building or the Project.

25. Surrender of Premises and Removal of Property.

25.1 No Merger. The voluntary or other surrender of this Lease by Tenant, or a termination thereof, shall not constitute a merger, and shall at the option of Landlord, operate as an assignment to Landlord of any or all subleases or subtenancies affecting the Premises.

25.2 Surrender of Premises. Upon the expiration of the term of this Lease, or upon any earlier termination hereof and except as provided in Section 12 hereof and in the Services Agreement described in Article 36 below, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the Premises are now or hereafter may be improved by Landlord or Tenant, reasonable wear and tear and repairs which are Landlord's obligation excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitioning and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and all similar articles of any other persons claiming under Tenant unless Landlord exercises its option to have any subleases or subtenancies assigned to Landlord, and Tenant shall repair all damage to the Premises resulting from such removal.

25.3 Disposal of Property. Subject to the provisions of the Services Agreement described in Article 36 below, in the event of the expiration or termination of this Lease or other reentry of the Premises by Landlord as provided in this Lease, any personal property or trade fixtures of Tenant not removed by Tenant upon the expiration of the term of this Lease, or within forty-eight (48) hours after a termination by reason of Tenant's default, shall be considered abandoned and Landlord may remove

any or all of such property and dispose of same in any manner or store the same in a public warehouse or elsewhere for the account of, and at the expense and risk of, Tenant. If Tenant shall fail to pay the costs of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale, in such manner and at such times and places as Landlord, in its sole discretion, may deem proper, without notice to or demand upon Tenant. In the event of such sale, Landlord shall apply the proceeds thereof, first, to the cost and expense of sale, including reasonable attorneys' fees; second, to the payment of the cost of removal and storage; third, to the payment of any other sums which may then or thereafter be due to Landlord from Tenant under any of the terms of this Lease, and, fourth, the balance, if any, to Tenant.

25.4 Fixtures and Improvements. Subject to Tenant's right to remove or relocate Tenant Alterations during the term hereof pursuant to Section 12.2 and subject to the provisions of the Services Agreement described in Article 36 below, all fixtures, equipment, alterations, additions, improvements and/or appurtenances (excluding supplemental air conditioning units in the Premises installed at Tenant's expense) attached to or built into the Premises prior to or during the term hereof, whether by Landlord at its expense or at the expense of Tenant, or both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the term of this Lease, unless such removal is required by Landlord pursuant to the provisions of Section 12.2 hereof. Such fixtures, equipment, alterations, additions, improvements and/or appurtenances shall include, without limitation, the items described in Section 12.2 hereof.

26. Holding Over.

In the event Tenant holds over after the expiration of the term of this Lease, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further

term, and such month-to-month tenancy shall be subject to each and every term, covenant and agreement contained herein; provided, however, that Tenant shall pay as Basic Rent during any holding over period longer than one (1) month, an amount equal to two (2) times the Basic Rent payable immediately preceding the expiration of the term of this Lease. Any rent payable under the preceding sentence shall be credited against any damages incurred by Landlord by reason of such holding over. Nothing in this Section 26 shall be construed as a consent by Landlord to any holding over by Tenant and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the term of this Lease or upon the earlier termination hereof and to assert any remedy in law or equity to evict Tenant and/or collect damages in connection with such holding over.

27. Landlord's Right to Perform; Late Charges.

27.1 Landlord's Right to Perform. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole expense and without abatement of rent. Upon a default by Tenant under this Lease, as defined in Section 22.1 hereof, Landlord may, upon not less than thirty (30) days notice to Tenant, without obligation, and without waiving or releasing Tenant from any default or obligations of Tenant, make any such payment or perform any such obligation required by this Lease on Tenant's part to be performed. All sums so paid by Landlord and all costs incurred by Landlord, including reasonable attorneys' fees, together with interest thereon in a per annum amount equal to the Prime Rate of Interest (but not in excess of the maximum rate permitted by law), shall be payable to Landlord on demand and Tenant covenants to pay any such sums, and Landlord shall have (in addition to any other right or remedy hereunder) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of rent.

27.2 Late Charges. A late charge may be assessed by one party against the other party in a per annum amount equal to the Prime Rate of Interest from the date any payment is due to be paid to the first party hereunder until paid by such other party; provided in no event shall charges exceed the maximum interest rate permitted by law. The assessment or payment of such late charge, however, shall not excuse or be deemed to cure any default by the paying party hereunder.

28. Quiet Enjoyment.

Tenant, upon payment of all rent required hereunder and performing each of the covenants, agreements and conditions of this Lease required to be performed by Tenant, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance or molestation of anyone lawfully claiming by, through or under Landlord, subject, however, to the provisions set forth in this Lease.

29. Construction of Building and Project.

Landlord shall proceed with all reasonable diligence to construct the Building in accordance with the requirements of Landlord's Work Letter.

30. Excavation.

Landlord shall have the right to utilize the Land for purposes of excavation and shall have the right to authorize the use of, and grant temporary licenses and easements over, the Land to owners of adjacent property or governmental authorities for excavation purposes. If an excavation is made upon any of the Land adjacent to the Building by Landlord or said owner of adjacent property, Tenant shall license and authorize Landlord or said owner to enter on to the Premises for the purpose of performing such work in connection with the excavation as may be necessary or prudent to preserve the Building and other portions of the Project from injury or damage, provided Landlord shall use its best efforts to disturb Tenant's possession of the

Premises as little as possible for as short a time as possible. Tenant shall have no claim for damages or indemnity against Landlord or any right to abatement of rent in connection therewith.

31. Computation of Rentable Area.

31.1 Single-Tenant Floor. For purposes of this Lease, the Rentable Area of a single-tenant floor shall be computed by measuring from the centerline of the Building exterior glass walls (or from the inside perimeter of the exterior walls of the Building if they are less than fifty percent (50%) glass) and shall include all areas within said Building exterior walls including, without limitation, all janitor closets, electrical, telephone and mechanical closets, fan rooms, air-conditioning rooms and maintenance rooms plus the tenant's proportionate share of the Building Common Areas (as defined in Section 31.3). Rentable Area shall exclude only vertical pipe and duct shafts, flues, public stairs controlled by Landlord and vertical shafts for building elevators. No deductions shall be made for columns or projections to the Building or the stairs, flues, pipe and duct shafts or elevators installed by Tenant.

31.2 Multi-Tenant Floor. The Rentable Area of premises on a multi-tenant floor shall be computed by (a) measuring from the centerline of the Building exterior glass walls (or from the inside perimeter of the exterior walls of the Building if they are less than fifty percent (50%) glass) to the centerline of the public area or core partition and to the centerline of partitions that separate such premises from adjoining premises, and (b) then multiplying the rentable area of such floor determined as if it were a single-tenant floor (in accordance with Section 31.1) by a fraction, the numerator of which is the rentable area of the premises as determined in accordance with the preceding clause (a) and the denominator of which is the aggregate rentable area of all premises on said floor as determined for each of such premises in accordance with said preceding clause (a). No deductions shall be made for columns

or projections necessary to the Building or for stairs, flues, pipe and duct shafts or elevators installed by Tenant.

31.3 Building Common Areas. Landlord and Tenant specifically agree that all enclosed floor areas in the Building have been constructed for the benefit of Tenant and the other tenants in the Building. All tenants in the Building must equitably share the cost of those areas in the Building which contribute to the access, comfort, use and enjoyment of the premises of each tenant and for that purpose Landlord and Tenant agree that each tenant in the Building, including Tenant, shall bear its "proportionate share of the Building Common Areas," as defined herein. For purposes hereof, "Building Common Areas" shall be defined as the total gross Building area less all Rentable Area in the Building (determined pursuant to Sections 31.1 and 31.2), and shall include, without limitation, mechanical areas in the sub-basement and basement, mechanical penthouse, telephone closet, electrical closet, common toilet areas in mezzanine and throughout the Building (which are not part of the premises of any tenant), janitor's toilet area in basement, elevator lobbies and ground floor lobbies in the Building. Notwithstanding the foregoing, it is specifically agreed that the corridor area on any multi-tenant floor shall not be part of the Building Common Areas and shall be allocated solely to the tenants on said multi-tenant floor, in accordance with Section 31.2 hereof. Tenant's "proportionate share of the Building Common Areas" shall be determined by multiplying the total square footage of the Building Common Areas by a fraction, the numerator of which is the number of square feet of Rentable Area in Tenant's Premises and the denominator of which is the total square footage of all Rentable Area in the Building. The parties agree that the Tenant's proportionate share of the Building Common Areas shall be determined on or before the Commencement Date of the Lease and shall be fixed for the balance of the term of the Lease, regardless of any changes, alterations or additions to the Building, but subject to re-adjustment in the event of any increase or decrease in the

Rentable Area of the Premises during the term hereof. Landlord agrees to include this Section 31.3 in all leases for the Building.

31.4 Building. The Rentable Area of the Building shall be the sum of the total of the Rentable Areas of all premises in the Building plus the area of the Building Common Areas.

32. Examination of Lease.

The submission of this instrument for examination or signature by Tenant, Tenant's agents or attorneys, does not constitute a reservation of, or an option to lease, and this instrument shall not be effective or binding as a lease or otherwise until its execution and delivery by both Landlord and Tenant.

33. Broker.

Landlord and Tenant each warrants and represents to the other that it has not had any contact or dealings with any person or broker which would give rise to the payment of any fee or brokerage commission in connection with the negotiation or consummation of this Lease, and Landlord and Tenant shall each indemnify and hold harmless the other from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of the indemnifying party.

34. Rules and Regulations.

The Rules and Regulations for the Building attached hereto as Exhibit "I" and the Rules and Regulations for the Parking Garage attached hereto as Exhibit "E" are hereby incorporated herein and made a part of this Lease. Upon formulation by Landlord and delivery to Tenant, any rules and regulations provided for under other sections of the Lease (including Section 9.1) shall become part of this Lease. Tenant agrees to abide by and comply with each and every of said Rules and Regulations and any amendments, modifications and/or additions thereto as may hereafter be adopted by Landlord for the safety,

care, security, good order and cleanliness of the Premises, the Building, the Parking Garage or any other portion of the Project, provided such Rules and Regulations are non-discriminatory and are consistent with this Lease and the operation of a first-class office building and are in conformity with practices and usage in similar first class office buildings and attendant parking facilities. Landlord shall not be liable to Tenant for any violation of any Rules and Regulations by any other tenant or for the failure of Landlord to enforce any of the Rules and Regulations.

35. Directory Board.

Tenant shall have the right, at Landlord's expense, to designate one name (a department or individual) per one thousand square feet of Rentable Area in the Premises on the directory board in the lobby of the Building, and shall have the further right, at Tenant's option, to cause each of said names to be grouped in one location on the directory board in addition to having such names listed alphabetically. Any changes in the directory board required by Tenant subsequent to its initial designations shall be at Tenant's expense.

36. Services Agreement.

Concurrently herewith, Landlord and Tenant are entering into a Communication Services and Equipment Agreement (the "Services Agreement") for the provision of certain communication services for the benefit of the Project and tenants therein. In the event of any conflict between this Lease and the Services Agreement, the terms of the Services Agreement shall control. In the event of any termination of the Services Agreement, this Lease shall also terminate automatically upon the date of such termination of the Services Agreement. In the event that this Lease shall terminate due to a material default of Tenant hereunder, Landlord may, at its option exercisable at any time after such termination, elect to terminate the Services Agreement and all rights of Tenant thereunder, notwithstanding any contrary provision contained therein or herein.

3/11/44

37. General Provisions.

37.1 No Waiver. The waiver, by Landlord or Tenant of any breach of any term, provision, covenant or condition contained in this Lease, or the failure of such party to insist on the strict performance by the other party, shall not be deemed to be a waiver of such term, provision, covenant or condition as to any subsequent breach thereof or of any other term, covenant or condition contained in this Lease. The acceptance of rents hereunder by Landlord shall not be deemed to be a waiver of any breach or default by Tenant of any term, provision, covenant or condition herein, regardless of Landlord's knowledge of such breach or default at the time of acceptance of rent.

37.2 Terms, Headings. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. The headings or titles to the Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

37.3 Amendment. This Agreement and the exhibits and attachments hereto may be altered, amended, modified or revoked only by an Agreement in writing signed by both Landlord and Tenant.

37.4 Successors and Assigns. Subject to the provisions of Section 20 relating to Assignment and Sublease, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.

37.5 Notices. Any notice, request, communication or demand under this Lease shall be in writing and shall be deemed properly delivered when addressed as hereinafter provided, given or served personally or by registered or certified U.S. mail (return receipt requested) and deposited in the United States

general or branch post office. Any notice, request, communication or demand by Tenant to Landlord shall be addressed to the Landlord at 1299 Ocean Avenue, Suite 1000, Santa Monica, California 90401 until otherwise directed in writing by the Landlord with a copy to Paul S. Rutter, Esq., Gilchrist & Rutter, 1299 Ocean Avenue, Suite 1000, Santa Monica, California 90401, and, if requested in writing by the Landlord, given or served simultaneously to the Landlord's mortgagee at the address specified in such request. Any notice, request, communication or demand by Landlord to Tenant shall be addressed to the attention of RealCom Communications Corporation, Legal Department, 8280 Greensboro Drive, Suite 500, McLean, Virginia 22102, until otherwise directed in writing by Tenant. Rejection or other refusal to accept a notice, request, communication or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, communication or demand sent.

37.6 Severability. If any term or provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held invalid or unenforceable to any extent, the remaining terms, conditions and covenants of this Lease shall not be affected thereby and each of said terms, covenants and conditions shall be valid and enforceable to the fullest extent permitted by law.

37.7 Time of Essence. Time is of the essence of this Lease.

37.8 Governing Law. This Lease shall be interpreted and construed in accordance with the laws of the State of Pennsylvania.

37.9 Attorneys' Fees. If any action or proceeding is brought by Landlord or Tenant to interpret the provisions hereof or to enforce their respective rights under this Lease, the prevailing party shall be entitled to recover from the unsuccessful party therein all costs incurred by the prevailing party in such action or proceeding, including reasonable

attorneys' fees to be fixed by the court having jurisdiction thereof.

37.10 Light and Air. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building shall in no manner affect this Lease or impose any liability whatsoever on Landlord.

37.11 Landlord Covenants. Landlord covenants as a condition of this Lease that it shall have, on the Commencement Date, good and marketable fee title to the Building and the right to make this Lease for the term aforesaid; that the provisions of this Lease do not conflict with or violate the provisions of existing agreements between Landlord and third parties; that the Premises and Parking Garage and the uses thereof for the purposes specified in this Lease are, or shall be, in conformity with all applicable zoning and planning ordinances, and shall not violate applicable restrictions, if any, of any Certificate of Occupancy for the Premises or the Project in effect on the Commencement Date.

37.12 Force Majeure Delay. "Force Majeure Delays" shall mean delays due to acts of God, inability to obtain labor, strikes, lockouts, lack of materials, governmental restrictions, enemy actions, civil commotion, fire, unavoidable

casualty or other similar causes beyond Landlord's reasonable control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first set forth above.

LANDLORD:

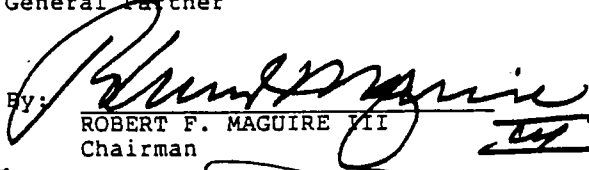
MAGUIRE/THOMAS PARTNERS-  
PHILADELPHIA PLAZA ASSOCIATES

1299 Ocean Avenue, Suite 1000  
Santa Monica, California 90401

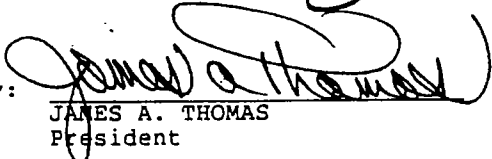
By: MAGUIRE/THOMAS PARTNERS-PHILADELPHIA, LTD.  
a California limited partnership  
Partner

By: MAGUIRE/THOMAS PARTNERS, INC.  
General Partner

By:

  
ROBERT F. MAGUIRE III  
Chairman

By:

  
JAMES A. THOMAS  
President

By: ~~INTERNATIONAL BUSINESS MACHINES CORPORATION~~  
~~a New York corporation~~  
~~Partner~~

By:

~~Its~~

TENANT:

REALCOM COMMUNICATIONS CORPORATION  
a ~~Virginia~~ corporation  
~~Delaware~~

By:  
Its

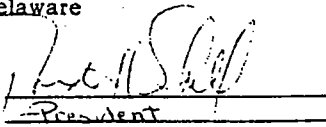
  
~~President~~

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground, Situate in the 8th Ward of the City of Phila., Described according to a Plan of Property made for Maguire/Thomas Partners by Barton and Martin Engineers dated May 7, 1985, to wit:

BEGINNING at the point of intersection of the Northerly side of Market St. (100 feet wide) with the Easterly side of 21st St. (50 feet wide); thence from said point of beginning extending along the Easterly side of 21st St. crossing the bed of Commerce St. (proposed to be stricken and vacated) North 11 degrees 21 minutes East 284 feet 0 inches to a point on the Southerly side of John F. Kennedy Boulevard (80 feet wide); thence extending along said side of John F. Kennedy Boulevard South 78 degrees 59 minutes East 306 feet 7-7/8 inches to a point; thence extending South 11 degrees 06 minutes West 284 feet 0 inches crossing the bed of Commerce St. (proposed to be stricken and vacated) to a point on the Northerly side of Market St. thence extending along said side of Market St. North 78 degrees 59 minutes West 307 feet 10-3/4 inches to a point on the said Southeasterly side of 21st St. being the point and place of beginning.

CONTAINING in Area 87,266 square feet (includes the bed of Commerce St.)

Commerce  
Square  
FORTY-FIRST FLOOR

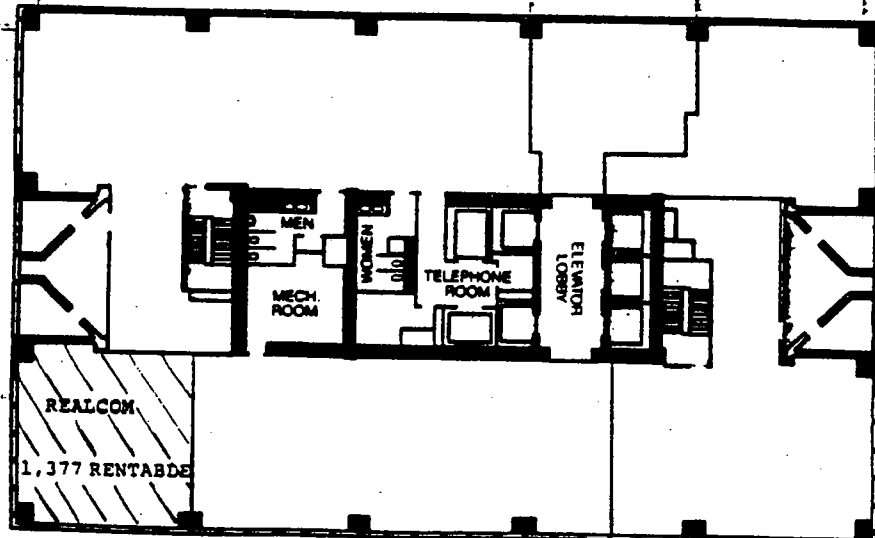


EXHIBIT B (1 of 2)

Commerce  
Square

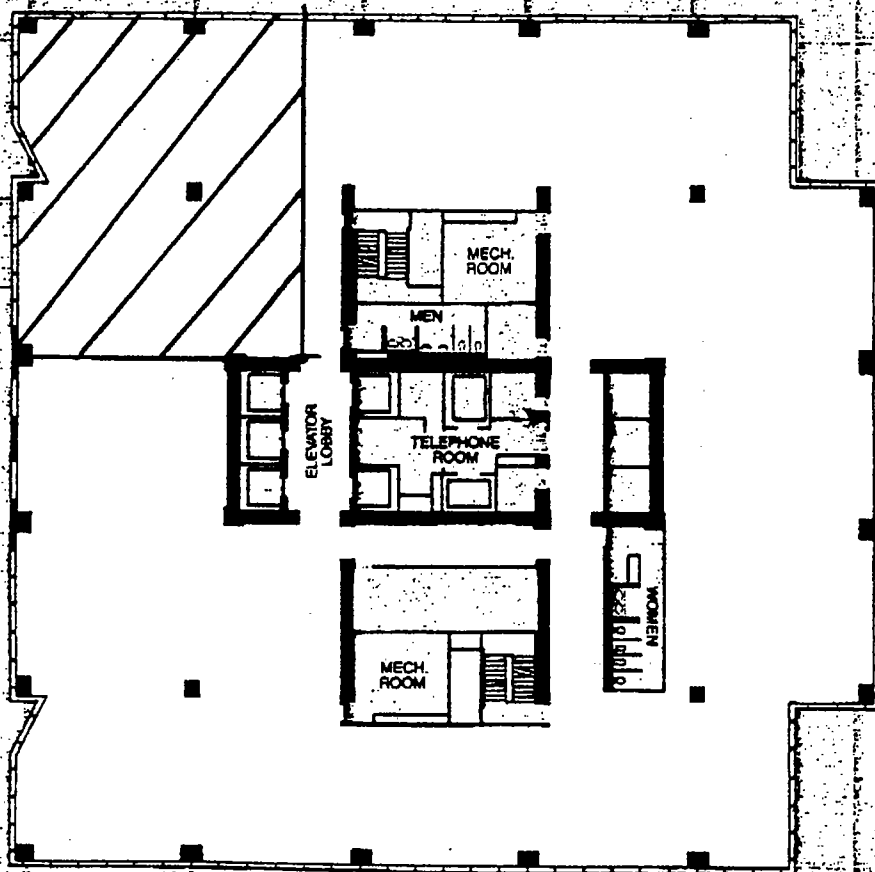


EXHIBIT B  
(2 of 2)

REALCOM RENTABLE AREA

4,466 SQUARE FEET  
18th floor

EXHIBIT "C"

MEMORANDUM OF LEASE COMMENCEMENT

THIS MEMORANDUM is made and entered into as  
of \_\_\_\_\_ 198\_, by and between MAGUIRE/THOMAS PARTNERS-  
PHILADELPHIA PLAZA ASSOCIATES (the "Landlord") and REALCOM  
COMMUNICATIONS CORPORATION (the "Tenant") with respect to that  
certain Lease between Landlord and Tenant dated as  
of \_\_\_\_\_ (the "Lease").

The term of the Lease commenced on \_\_\_\_\_,  
1984, defined in Section 3.1 of the Lease as the Commencement  
Date, and the term of the Lease shall expire  
on \_\_\_\_\_ unless sooner terminated pursuant to  
the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed  
this Memorandum as of the date set forth in the first  
paragraph above.

LANDLORD:

MAGUIRE/THOMAS PARTNERS-PHILADELPHIA PLAZA ASSOCIATES  
a Pennsylvania partnership  
1299 Ocean Avenue, Suite 1000  
Santa Monica, California 90401

By: MAGUIRE/THOMAS PARTNERS-PHILADELPHIA, LTD.  
a California limited partnership  
a General Partner

By: MAGUIRE/THOMAS PARTNERS, INC.  
a California corporation  
Its General Partner

By: \_\_\_\_\_

By: INTERNATIONAL BUSINESS MACHINES CORPORATION  
a New York corporation  
Partner

By: \_\_\_\_\_  
Its \_\_\_\_\_

TENANT:

REALCOM COMMUNICATIONS CORPORATION  
a Virginia corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT "D"

LANDLORD'S WORK LETTER

This Work Letter supplements the Office Lease (the "Lease") dated July 1, 1987, executed concurrently herewith, by and between MAGUIRE/THOMAS PARTNERS-PHILADELPHIA PLAZA ASSOCIATES as Landlord, and REALCOM COMMUNICATIONS CORPORATION, as Tenant, covering certain premises described in the Lease (the "Premises").

The parties hereby agree as follows:

1. Construction of Building.

1.1 Building. Landlord shall construct the Building and the related facilities typically found in a first-class highrise downtown Philadelphia office building, including, without limitation, (a) the building shell, (b) the core area, including necessary mechanical, electrical, plumbing, life safety, heating, air conditioning and ventilation systems within the Building core stubbed out to the face of the core wall, (c) core area toilet rooms including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, (d) exterior dry wall or lath and plaster covering the exposed side of all exposed core walls, perimeter columns and the interior exposed side of all exterior building wall areas except at windows, and (e) heating and air conditioning duct mains into the Building, (f) public stairways, (g) passenger and freight elevators, (h) parking facilities, (i) ground floor lobby, (j) unfinished elevator lobbies (except for dry-wall, taped walls and elevator doors), (k) exterior plazas and landscaping, (l) sprinkler loop from core into the Premises, (m) Building Standard window coverings, and (n) loading dock (collectively referred to as the "Base Building Work"). It is the intention of Landlord to design and construct the Building in a manner and quality typical of other first-class highrise office buildings in downtown Philadelphia, Pennsylvania. Landlord shall design

and construct the Building to meet the requirements of typical office tenants in downtown Philadelphia, Pennsylvania.

1.2 The initial construction and improvement of the Premises shall be governed by the provisions of Exhibit B to the Services Agreement described in Article 36 of the Lease. Tenant's acceptance of the Premises shall be governed by Section 3.3 of the Lease.

## EXHIBIT "E"

### PARKING FACILITY RULES AND REGULATIONS

#### 1. Hours of Operation.

The parking garage facilities will be operated on a 7-day week, 24 hour a day basis; provided, however, Landlord reserves the right to establish a schedule of operations commensurate with the type of patronage and volume of business, which shall be determined by Landlord in its sole discretion.

#### 2. No Obstruction; Controlled Access.

The driveways, passages, exits, entrances, elevators and stairways shall not be obstructed by anyone using the parking facilities for any purpose other than ingress to and egress from his or her parking location. Landlord shall in all cases retain the right to control and prevent access to the parking facilities by all persons whose presence in the reasonable judgment of Landlord shall be prejudicial to the safety, character, reputation and interest of the Building, the Project, and their tenants. No person using the parking facilities shall go into any unauthorized location so designated within the structure.

#### 3. Payment by Customers/Transients.

Each parking facility customer, upon termination of his stay in the facility, shall deliver to the garage operators located at the exits of the facility, the parking ticket and appropriate compensation for the use of the facilities as designated by the rate structure.

#### 4. Monthly Parking.

Monthly garage parking customers shall pay for their parking privileges on or before the third working day of the month. Upon termination as a monthly customer, the customer shall deliver to Landlord or garage operator all cards, stickers, or other means of identification that allow access to the parking facilities.

5. No Freight in Garage.

No furniture, packages, supplies, merchandise, freight or equipment of any kind shall be brought in the parking facilities without the consent of Landlord or garage operator. All moving of such items into or out of the Building shall be via the Building's freight handling facilities unless otherwise directed by Landlord at such reasonable time and in such reasonable manner as Landlord shall prescribe. No hand trucks or vehicles (other than a wheelchair for an individual) shall be used in the Parking Garage elevators. Any hand trucks permitted in the parking facilities must be equipped with soft rubber tires and sideguards.

6. Right to Specify Equipment.

Landlord shall have the right to prescribe the weight, size and position of all heavy equipment brought into the parking facilities and also the times and manner of moving the same in and out of the parking facilities.

7. Limitations on Use.

Garage customers shall not use, keep or permit to be used or kept any foul, noxious or dangerous substance in the parking facilities or permit or suffer the facilities to be occupied and/or used in any manner offensive or objectionable to Landlord or other occupants of the parking facilities by reason of noise, odors, and/or vibrations, or interfere in any way with other garage customers or those having business therein, nor shall any animals or birds be brought in or kept in or about the parking facilities (other than as required for handicapped persons).

8. Right to Close Garage.

Landlord and the garage operator reserve the right to close and keep locked all entrance and exit doors and otherwise regulate access of all persons to the parking facilities on Sundays and legal holidays and all other days between the hours of 7:00 p.m. and 7:00 a.m. and at other times as Landlord may deem advisable for the adequate protection and safety of the parking facilities, their occupants and property;

provided that bona fide holders of parking passes shall have access at all times to the parking facilities. Access to the parking facilities may be refused unless the person seeking access agrees to abide by the rules established and pay for his stay in accordance with the rate structure. Landlord shall in no case be liable for damage or any error with regard to the admission or exclusion from the parking facilities of any person.

9. Right to Refuse Admission.

Landlord or garage operator may refuse admission to the parking facilities outside of ordinary business hours of any person not known to the attendant in charge (or who does not possess adequate Building identification) or any person whose presence in the parking facilities shall in the reasonable judgment of Landlord or garage operator be prejudicial to the safety, character, reputation and interest of the parking facilities or the Building. Landlord or garage operator may require any person leaving the garage facility with any package or any other object to exhibit a pass from the Building tenant from whose premises the package or object is being removed, but the establishment and enforcement of such requirement does not impose any responsibility on Landlord for the protection of any Building tenant against removal of property from the premises of the tenant.

10. No Food or Beverages.

No person shall be allowed to transport or carry beverages, food, food containers, etc., on any of the parking facility shuttle elevators. The transportation of such items shall be via the service elevators in such manner as prescribed by Landlord or garage operator.

11. Own Risk.

It is understood that all vehicles enter the garage facility at their own risk.

12. Speed Limit.

In no case shall anyone operating a vehicle within the parking facilities do so at a speed greater than five (5)

miles per hour. In addition, all vehicle operators will drive in a safe and careful manner so as to preclude damaging the parking facilities or other vehicles and property in the parking structure, or injuring persons in the parking facilities or their general vicinity.

13. Clearance.

All vehicles shall have a maximum verticle clearance of 6' 8", and vehicles of a larger size shall not be allowed into the parking facilities.

14. Lease Requirements.

Tenants in the Building are obligated to pay for parking passes allocated to them under lease arrangements whether or not such tenants plan to use the allocated passes.

**EXHIBIT "F"**  
**HVAC SPECIFICATIONS**

Landlord shall provide a high quality air-conditioning system on a year-round basis throughout the Premises and common areas. Interior space shall be provided with thermostatically controlled zones. The system shall maintain an average inside temperature of 75° +/- 2 degrees during summer outdoor temperatures of 90° F.D.B. and 74° F.W.B. and 70° F.D.B. at winter outside temperatures at 14° F.D.B. and in accordance with an occupancy of one person per 200 square feet (average per floor) and an electrical load of 4 watts per square foot (lighting and power). These temperatures are subject to the conditions and requirements of State and Federal Energy Regulating Bodies for non-residential buildings (collectively "regulatory requirements").

All conditions are 1975 ASHARAE Standard for energy conservation and Building design.

EXHIBIT "G"

CLEANING SPECIFICATIONS

A. OFFICE AREAS

- Daily: (Five days each week, including Monday through Thursday, and excluding the holidays set forth in Section 9.1 of the Lease):
1. Empty and clean all waste receptacles and ash trays; remove waste materials from the Premises; wash receptacles as necessary.
  2. Dry-mop all uncarpeted areas.
  3. Vacuum all rugs and carpet areas in offices, lobbies and corridors.
  4. Hand-dust all office furniture, fixtures and all other horizontal surfaces (but only to the extent surfaces are cleared of all materials such as papers, documents and files).
  5. Sweep all private stairways, vacuum if carpeted.
  6. Police all stairwells throughout the entire Building and keep in clean condition.
  7. Spot-clean carpeting as required.
  8. Spot-clean spill marks on resilient floor tile.
  9. It is understood that Landlord shall have no obligation (a) to wash or otherwise clean dishes, glasses and other utensils used for preparing food or beverages or (b) to remove or store such dishes, glasses and other utensils in order to clean any area, fixture or surface of the Premises.

Weekly:

1. Hand dust all door louvers and other ventilating louvers.
2. Dust and/or wash all directory boards and display glass weekly; remove fingerprints and smudges nightly.
3. Wipe clean and polish all metal and bright work.
4. Damp-mop and polish all resilient flooring in the Premises and public corridors and elevator lobbies; more often if necessary.
5. Wash, clean and polish all water coolers and fountains.
6. Dust in place all picture frames, charts, graphs, and similar wall hangings.
7. Spot-clean all wall marks.
8. Clean glass around entrance doors.

Monthly:

1. Wash and polish all resilient floors.
2. Dust all paneled walls and doors and other similar surfaces not reached in nightly or weekly cleaning.
3. Vacuum all ventilating and air-conditioning louvers, high moldings, and other areas not reached in nightly or weekly cleaning.
4. Remove all finger marks and smudges from doors, door frames, around light switches, private entrance glass and partitions.

Quarterly:

1. Dust exterior of lighting fixtures.

B. LAVATORIES

Daily: (Five days each week, including Monday through Thursday, and excluding the holidays set forth in Section 9.1 of the Lease):

1. Clean and damp-mop floors.
2. Wash and polish all mirrors, bright work and enameled surfaces.
3. Wash and sanitize all basins, bowls and urinals.
4. Wash and sanitize toilet seats.
5. Dust, and clean, wash where necessary, all partitions, tile walls and all dispensers and receptacles.
6. Empty and sanitize all receptacles and sanitary disposals.
7. Provide materials and fill tissue-holders, towel, sanitary napkins and soap dispensers.

Monthly:

1. Machine-scrub lavatory floors, apply floor finishing where applicable.
2. Wash and polish all partitions, tile walls and enamel surfaces.

Every Ninety Days:

1. Wash windows.
2. Vacuum all louvers, ventilating grilles and dust light fixtures.

C. MISCELLANEOUS SERVICES

1. Maintain building lobby, corridors and other public areas in a clean and orderly condition.
2. Police all lavatories; refill dispensers; clean and polish all mirrors and fixtures at least twice each day.
3. Damp-mop spillage in office and public areas as required.

D. GLASS CLEANING

1. Windows will be washed every 90 days, except when rendered impracticable by inclement weather.

This cleaning specification may be changed or altered from time to time to facilitate the inclusion of the latest methods of maintenance and cleaning technology generally recognized as acceptable for a first-class office building.

**EXHIBIT "I"**

**RULES AND REGULATIONS**

1. Except as otherwise provided in the Lease or any exhibits thereto, no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice, unless Landlord has given written consent, without notice to and at the expense of Tenant. Landlord shall not be liable in damages for such removal unless the written consent of Landlord has been obtained.

All approved signs or lettering on doors and walls to the Premises shall be printed, painted, affixed or inscribed at the expense of Tenant by Landlord or by a person approved by Landlord in a manner and style acceptable to Landlord.

Tenant shall not use any blinds, shades, awnings, or screens in connection with any window or door of the Premises unless approved in writing by Landlord. Tenant shall not use any drape or window covering facing any exterior glass surface other than the standard drape established by Landlord.

2. Except as otherwise provided in the Lease or any exhibits thereto, Tenant shall not obtain for use upon the Premises, food, milk, soft drinks, bottled water, plant maintenance and all other services, except from persons authorized by Landlord and at the hours and under regulations fixed by Landlord. No vending machines or machines of any description shall be installed, maintained or operated upon the Premises without the prior written consent of Landlord.