



SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF which includes a Table of Contents, the application form, and supplemental information (excluding the previous environmental reports and work plans, if applicable);
 - b. one individual file (PDF) of each previous environmental report; and,
 - c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. *OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below.

Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.

- a. VIA SITE CONTROL DROPBOX:
 - [Request an invitation](#) to upload files to the Site Control submittal dropbox.
 - In the "Title" field, please include the following: "New BCP Application - *Proposed Site Name*".
 - After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.
 - Application packages submitted through third-party file transfer services will not be accepted.
- b. VIA GROUND MAIL:
 - Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
 - Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

SITE NAME: 375 Lafayette Street

Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments.

If yes, provide existing site number: _____

☐

Yes

☒

No

Is this a revised submission of an incomplete application?

If yes, provide existing site number: C231165

☒

Yes

☐

No



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

BCP App Rev 16.1 – March 2025

SECTION I: Property Information				Refer to Attachment A	
PROPOSED SITE NAME 375 Lafayette Street					
ADDRESS/LOCATION 375 Lafayette Street					
CITY/TOWN New York, New York				ZIP CODE 10003	
MUNICIPALITY (LIST ALL IF MORE THAN ONE) The City of New York					
COUNTY New York				SITE SIZE (ACRES) 0.45	
LATITUDE			LONGITUDE		
40°	43'	37.9"	-73°	59'	35.2"
Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column. ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.					
Parcel Address			Section	Block	Lot Acreage
375 Lafayette Street				531	17 0.21
32 Great Jones Street				531	52 0.18
30 Great Jones Street				531	56 0.06
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.					Y N
2. Is the required property map, provided in electronic format, included with the application? (Application will not be processed without a map)					Y N
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) If yes, identify census tract: _____ Percentage of property in En-zone (check one): ☒ 0% ☐ 1-49% ☐ 50-99% ☐ 100%					Y N
4. Is the project located within a disadvantaged community? See application instructions for additional information.					Y N
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.					Y N
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____					Y N

SECTION I: Property Information (continued)		Refer to Attachment A	Y	N						
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?			☐	☒						
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.			☐	☒						
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.			☐	☒						
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____			☐	☒						
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____			☐	☒						
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information.			☐	☒						
<table border="0"> <thead> <tr> <th><u>Easement/Right-of-Way Holder</u></th> <th><u>Description</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>			<u>Easement/Right-of-Way Holder</u>	<u>Description</u>						
<u>Easement/Right-of-Way Holder</u>	<u>Description</u>									
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information):			☐	☒						
<table border="0"> <thead> <tr> <th><u>Type</u></th> <th><u>Issuing Agency</u></th> <th><u>Description</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			<u>Type</u>	<u>Issuing Agency</u>	<u>Description</u>					
<u>Type</u>	<u>Issuing Agency</u>	<u>Description</u>								
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?			☒	☐						
Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.										
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.			Y	N						
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?			☐	☒						
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?			☐	☒						
NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.										
If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions. Initials of each Requestor: DC _____										

SECTION II: Project Description		Refer to Attachment B
1. The project will be starting at:	☒ Investigation ☐ Remediation	
If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see DER-10, Technical Guidance for Site Investigation and Remediation for further guidance), then a 45-day public comment period is required.		
2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?	☐ Yes ☐ No ☒ N/A	
3. Have any draft work plans been submitted with the application (select all that apply)?	☒ RIWP ☐ RAWP ☐ IRM ☐ No	
4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued. Is this information attached? ☒ Yes ☐ No		
Beginning January 1, 2024, all work plans and reports submitted for the BCP shall address Green and Sustainable Remediation (GSR) and DER-31 (see DER-31, Green Remediation). Work plans, reports and design documents will need to be certified in accordance with DER-31.		
5. Please provide a description of how Green and Sustainable Remediation will be evaluated and incorporated throughout the remedial phases of the project including Remedial Investigation, Remedial Design/Remedial Action, and Site Management and reporting efforts. Is this information attached? ☒ Yes ☐ No		
6. If the project is proposed to start at the remediation stage (Section 2, Item 1, above), a climate change screening or vulnerability assessment must have been completed. Is this attached? ☐ Yes ☒ No N/A		

SECTION III: Ecological Concerns		
1. Are there fish, wildlife, or ecological resources within a ½-mile radius of the site?	Y ☐	N ☒
2. Is there a potential path for contamination to potentially impact fish, wildlife or ecological resources?	☐	☒
3. Is/are there a/any Contaminant(s) of Ecological Concern?	☐	☒
If any of the conditions above exist, a Fish and Wildlife Resources Impact Analysis (FWRIA) Part I, as outlined in DER-10 Section 3.10.1, is required. The applicant may submit the FWRIA with the application or as part of the Remedial Investigation Report.		
4. Is a Fish and Wildlife Resources Impact Analysis Part I included with this application?	N/A ☒	☐

SECTION IV: Land Use Factors		Refer to Attachment C	
1. What is the property's current municipal zoning designation? <u>M1-5/R9X and SNX</u>			
2. What uses are allowed by the property's current zoning (select all that apply)? Residential ☒ Commercial ☒ Industrial ☒			
3. Current use (select all that apply): Residential ☐ Commercial ☒ Industrial ☐ Recreational ☐ Vacant ☐			
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application?		Y ☒	N ☐
5. Reasonably anticipated post-remediation use (check all that apply): Residential ☒ Commercial ☒ Industrial ☐ If residential, does it qualify as single-family housing? N/A ☐		☐	☒
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached?		☒	☐
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.		☐	☒
8. Do current and/or recent development patterns support the proposed use?		☒	☐
9. Is the proposed use consistent with applicable zoning laws/maps? Please provide a brief explanation. Include additional documentation if necessary.		☒	☐
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Please provide a brief explanation. Include additional documentation if necessary. N/A		☒	☐

SECTION V: Current and Historical Property Owner and Operator Information			Refer to Attachment D
CURRENT OWNER 375 Lafayette Street Properties LP (Lots 17 and 52); SP Great Jones LLC (Lot 56)			
CONTACT NAME Robert Scharf, c/o Edison Properties LLC			
ADDRESS 110 Edison Place, Suite 300			
CITY Newark		STATE NJ	ZIP CODE 07102
PHONE 973-849-2592		EMAIL robertsc@edprop.com	
OWNERSHIP START DATE 02/27/1998 for Lots 17 and 52; 09/06/2007 for Lot 56			
CURRENT OPERATOR Edison ParkFast			
CONTACT NAME Robert Scharf, c/o Edison Properties LLC			
ADDRESS 110 Edison Place, Suite 300			
CITY Newark		STATE NJ	ZIP CODE 07102
PHONE 973-849-2592		EMAIL robertsc@edprop.com	
OPERATION START DATE 2010			

SECTION VI: Property's Environmental History

Refer to Attachment E

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit information requested in this section in electronic format ONLY***):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA:** Indicate (by selecting the options below) known contaminants and the media which are known to have been affected. Data summary tables should be included as an attachment, with laboratory reports referenced and included.

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	☐	☐	☒
Chlorinated Solvents	☐	☐	☒
Other VOCs	☐	☒	☐
SVOCs	☒	☐	☐
Metals	☒	☐	☐
Pesticides	☐	☐	☐
PCBs	☐	☐	☐
PFAS	☐	☐	☐
1,4-dioxane	☐	☐	☐
Other – indicated below	☐	☐	☐

*Please describe other known contaminants and the media affected:

3. For each impacted medium above, include a site drawing indicating:
 - Sample location
 - Date of sampling event
 - Key contaminants and concentration detected
 - For soil, highlight exceedances of reasonably anticipated use
 - For groundwater, highlight exceedances of 6 NYCRR part 703.5
 - For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application?

☒ YES

☐ NO

4. Indicate Past Land Uses (check all that apply):

☐ Coal Gas Manufacturing	☒ Manufacturing	☐ Agricultural Co-Op	☐ Dry Cleaner
☐ Salvage Yard	☐ Bulk Plant	☐ Pipeline	☒ Service Station
☐ Landfill	☐ Tannery	☒ Electroplating	☐ Unknown

Other: Hat manufacturing, clothing manufacturing, sheet metal works, bottle capping machine works, metal polishing, plating, printing and parking.

SECTION VII: Requestor Information			Refer to Attachment F	
NAME 375 Lafayette Ground Lessee LLC c/o C T Corporation System				
ADDRESS 28 Liberty Street				
CITY/TOWN New York		STATE NY	ZIP CODE 10005	
PHONE (917) 566-4259		EMAIL dcentonze@ejmequities.com		
1. Is the requestor authorized to conduct business in New York State (NYS)?			Y ☒	N ☐
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database . A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?			☒	☐
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A ☐			☒	☐
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? Documents that are not properly certified will not be approved under the BCP.			☒	☐

SECTION VIII: Requestor Contact Information			
REQUESTOR'S REPRESENTATIVE Daniel J. Centonze			
ADDRESS 1325 Avenue of the Americas			
CITY New York		STATE NY	ZIP CODE 10019
PHONE (917) 566-4259		EMAIL dcentonze@ejmequities.com	
REQUESTOR'S CONSULTANT (CONTACT NAME) Brian Gochenaur			
COMPANY Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.			
ADDRESS 368 Ninth Avenue, 8th Floor			
CITY New York		STATE NY	ZIP CODE 10001
PHONE (212) 479-5444		EMAIL bgochenaur@langan.com	
REQUESTOR'S ATTORNEY (CONTACT NAME) Scott E. Furman			
COMPANY Sive, Paget & Riesel, PC			
ADDRESS 560 Lexington Avenue			
CITY New York		STATE NY	ZIP CODE 10022
PHONE (646) 378-7276		EMAIL sfurman@sprlaw.com	

SECTION IX: Program Fee

Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver with supporting documentation.

	Y	N
1. Is the requestor applying for a fee waiver?	☐	☒
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information.		
Is the appropriate documentation included with this application? N/A	☒	☐

SECTION X: Requestor Eligibility

Refer to Attachment G

If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	☐	☒
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	☐	☒
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	☐	☒
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	☐	☒
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	☐	☒
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?	☐	☒
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involved a violent felony, fraud, bribery, perjury, theft or offense against public administration (as that term is used in Article 195 of the Penal Law) under Federal law or the laws of any state?	☐	☒
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	☐	☒
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	☐	☒
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	☐	☒
11. Are there any unregistered bulk storage tanks on-site which require registration?	☐	☒

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

PARTICIPANT

A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

☐

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

☒

NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?

☒ Yes

☐ No

☐ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

☐

Previous Owner

☐

Current Owner

☐

Potential/Future Purchaser

☒

Other: Ground Lessee

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached?

☒ Yes

☐ No

☐ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION XI: Property Eligibility Information		
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	Y ☐	N ☒
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	☐	☒
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	☐	☒
4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. N/A ☒	☐	☐
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	☐	☒
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	☐	☒

SECTION XII: Site Contact List	Refer to Attachment H
To be considered complete, the application must include the Brownfield Site Contact List in accordance with <i>DER-23: Citizen Participation Handbook for Remedial Programs</i>. Please attach, at a minimum, the names and mailing addresses of the following: • The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located. • Residents, owners, and occupants of the property and adjacent properties. • Local news media from which the community typically obtains information. • The public water supplier which services the area in which the property is located. • Any person who has requested to be placed on the contact list. • The administrator of any school or day care facility located on or near the property. • The location of a document repository for the project (e.g., local library). If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository. In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site. • For sites located in the five counties comprising New York City, the Director of the Mayor's Office of Environmental Remediation.	

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am Senior Vice President (title) of 375 Lafayette Ground Lessee LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 16.1

Please respond to the questions below and provide additional information and/or documentation as required. Please refer to the application instructions.	Y	N
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?	☒	☐
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	☒	☐
3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?	☐	☒
4. Is the property upside down or underutilized as defined below?		
Upside down	☐	☒
Underutilized	☐	☒
From ECL 27-1405(31): “Upside down” shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.		
From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application): 375-3.2: (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures.		
“Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.		

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).

Check appropriate box below:

- ☐ Project is an Affordable Housing Project – regulatory agreement attached
- ☒ Project is planned as Affordable Housing, but agreement is not yet available
- ☐ This is not an Affordable Housing Project

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

- (a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.
- (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.
- (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.
- (3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

☐ Yes – planned renewable energy facility site with documentation

☐ Pending – planned renewable energy facility awaiting documentation

*Selecting this option will result in a “pending” status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☒ No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site” shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) “renewable energy systems” means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

☐ Yes - *Selecting this option will result in a “pending” status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☒ No

From ECL 75-0111 as of April 9, 2022:

(5) “Disadvantaged communities” means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

ATTACHMENT A

SECTION I: PROPERTY INFORMATION

Item 1 – Metes and Bounds Description

The proposed New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) site is referred to as 375 Lafayette Street in New York, New York. The BCP site has known addresses of 375 Lafayette Street and 32-38 Great Jones Street and encompasses approximately 19,800 square feet (± 0.45 acre). The BCP site is identified on the Manhattan Borough Tax Map as Block 531, Lots 17, 52, and 56. The lot sizes are ± 0.21 acre (Lot 17), ± 0.18 acre (Lot 52), and ± 0.06 acre (Lot 56).

Site Coordinates (degrees/minutes/seconds):

- Latitude: 40°43'37.9"
- Longitude: -73°59'35.2"

Item 2 – Property and Tax Maps

Figure A-1: Site Location Map is the required United States Geological Survey 7.5-minute quadrangle map showing the location of the proposed BCP property.

Figure A-2: Site Plan provides a property base map that shows map scale, north arrow orientation, date, and proposed extent of the BCP property with respect to adjacent streets and roadways.

Figure A-3: Adjacent Property and Surrounding Land Use Map depicts the proposed BCP property boundary lines, with adjacent property owners clearly identified, and surrounding land uses.

Figure A-4: Tax Block and Lot Map provides the tax parcel information.

Item 12 – Easements

A New York City (NYC) Department of Environmental Protection (DEP) easement exists on a portion of the site, identified as "City Tunnel No. 3, Stage 2, Phase 3" for critical water tunnel infrastructure. The exact location of DEP tunnel easements are not available to the public; however, the easement is included in this attachment. According to the easement document, the easement is located between 325 and 615 feet below mean sea level (msl) and is approximately 50 feet wide. Based on the depth of this easement, preclusion of investigation or remediation due to this easement is not expected at the site.

Item 14 – Property Description Narrative

Location

The site is located at 375 Lafayette Street in New York, New York and is identified on the Manhattan Borough Tax Map as Block 531, Lots 17, 52, and 56. Additional street addresses currently associated with the site include 375-379 Lafayette Street and 12-28, 30, 32, and 34 Great Jones Street. The approximately 19,800-square-foot (± 0.45 -acre) site is bound by a 5-story commercial and office building occupied by the Robert Rauschenberg Foundation, a 4-story commercial and office building occupied by New York University, an 8-story residential apartment building with two ground floor commercial spaces, and a 4-story apartment building followed by East 4th Street to the north; a 7-story residential building with a ground floor art gallery to the east; Great Jones Street followed by five 3- to 11-story residential and commercial buildings and three 7- to 10-story commercial and office buildings to the south; and Lafayette Street followed by a 6-story commercial and office building to the west.

Site Features

The site is improved with an outdoor asphalt- and concrete-paved parking lot operated by Edison ParkFast. A parking attendant booth is located in the south-central part of the site on Lot 17 and a storage shed is located in the northeastern corner of the site on Lot 52. The north-central and eastern parts of the site (Lot 17 and 52) also contain 37 four-level hydraulic vehicle stacker lifts.

The 2019 United States Geological Service (USGS) 7.5-minute quadrangle topographic map for Brooklyn, New York depicts the site at an elevation of about 42 feet above msl, which represents a local plateau. The regional topography slopes downward toward the north, to the east toward the East River (approximately 1.1 mile east of the site), and to the west toward the Hudson River (approximately 1 mile west of the site).

Current Zoning and Land Use

According to the New York City Planning Commission Zoning Map 12c, the site is located within the M1-5/R9X (light industrial uses and residential) district and the SoHo-NoHo Mixed Use District (SNX). The SNX was established in 2021 to foster housing growth, including the development of affordable housing units, while preserving the mixed-use character, arts, and culture of the SoHo and NoHo neighborhoods. A copy of the zoning map is included in Attachment C.

The site (Lots 17, 52, and 56) was assigned an E-Designation (E-675) for hazardous materials and noise by the New York City (NYC) Department of City Planning (DCP) as part of the SoHo/NoHo Neighborhood Plan (City Environmental Quality Review [CEQR] No. 21DCP059M). Sites with E

Designations are subject to environmental review by the New York City Mayor's Office of Environmental Remediation (NYCOER).

Land use within a half-mile radius is urban and includes residential, commercial, industrial uses, institutional/public services, and parks. The nearest ecological receptors are the East River (located about 1.1 miles east of the site) and Hudson River (located about 1 mile west of the site).

The proposed use is consistent with applicable zoning laws and maps.

Past Use of the Site

A review of historical records indicates that the site has been located in a densely developed urban area characterized by commercial, residential, and industrial uses since at least the 1890s.

Between at least 1895 and 1921, the site was occupied by a church and five 4-story mixed-use buildings identified as 32 through 38 Great Jones Street. Between the 1920s and 1970s, relevant site uses included hat manufacturing (1920-1963), clothing manufacturing (1934), sheet metal works (1938-1958), bottle capping machine works (1934-1958), metal polishing (1947-1958), printing (1920-1973), and plating (1947). The church was demolished by the 1940s and replaced by a filling station and service building by 1950. By 1975, the filling station and service building were replaced by an open-air parking lot. Between 1980 and 2006, the site uses included electroplating and electronics manufacturing. By 2010, the site was developed into its present-day configuration as a parking lot and has remained generally unchanged.

Site Geology and Hydrogeology

According to the October 10, 2018 Phase II Environmental Investigation (EI) Report prepared by Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology D.P.C. (Langan), the site is underlain by soil predominantly consisting of variable color, fine- to coarse-grained sand with varying amounts of silt and fine gravel, brick and concrete that extends below the surface cover to between 10 and 15 feet below grade surface (bgs) across most of the site. Brown, medium- to coarse-grained sand was observed beneath the shallow soil layer to a maximum investigation depth of 47 feet bgs.

Based on a review of the "Bedrock and Engineering Geologic Maps of New York County and Parts of Kings and Queens Counties, New York, and Parts of Bergen and Hudson Counties, New Jersey" by Charles A. Baskerville, et al., the bedrock underlying the site is of the Manhattan Schist formation, which consists of interbedded mica schist, gneiss, quartz, and amphibolite. Geological surface features (e.g., rock outcroppings) were not observed at the site. According to an October 17, 2018 Geotechnical Investigation Report prepared for the site by Langan,

competent gray mica schist rock was identified at depths ranging from 63 to 72 feet bgs at the site.

Groundwater was encountered between about 43.1 feet and 44.9 feet bgs during the previous Phase II EI and geotechnical investigation performed by Langan. Based on the local topography and proximity to nearby surface water features, the inferred groundwater flow direction in the vicinity of the site is to the east or southeast toward the East River.

Environmental Assessment

Based on the findings of the Phase II EI, the known primary contaminants of concern include semivolatile organic compounds (SVOC) and metals in soil and one volatile organic compound (VOC) (i.e., chloroform) and metals in groundwater. Based on the findings of a soil vapor investigation performed at the site by Langan on September 23 and 24, 2025, primary contaminants of concern in soil vapor include petroleum-related VOCs and chlorinated volatile organic compounds (CVOC). Further detail regarding documented soil, groundwater, and soil vapor contamination is provided below.

Soil: Soil analytical results were compared to the NYSDEC Title 6 of the New York Codes, Rules, and Regulations (NYCRR) Part 375 Restricted Use Restricted-Residential (RURR), Commercial Use (CU), and Industrial Use (IU) Soil Cleanup Objectives (SCO). SVOCs, particularly polycyclic aromatic hydrocarbons (PAH), were detected within the shallow soil layer above the RURR, CU, and/or IU SCOs in seven soil borings located throughout the site. Metals, including lead, copper, barium, and mercury, were detected within the shallow soil layer above the RURR and/or CU SCOs in all nine soil borings.

Groundwater: Chloroform was detected above the NYSDEC Division of Water Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards (AWQS) and Guidance Values for Drinking Water (Class GA) (collectively referred to as "SGVs") in two of the three groundwater samples collected at the site. Metals including iron and sodium were also detected above the SGVs in all three groundwater samples. Manganese was detected above the SGV in two groundwater samples, and selenium was detected above the SGV in one groundwater sample.

Soil Vapor: Soil vapor samples were not collected as part of the Phase II EI. The soil vapor investigation conducted by Langan on September 23 and 24, 2025 identified total VOCs (including chlorinated volatile organic compounds [CVOC] and petroleum-related VOCs) in soil vapor samples ranging from 791.27 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) in BCP-SV06 located in the southeastern part of the site to 26,957.50 $\mu\text{g}/\text{m}^3$ in BCP-SV01 located in the northwestern part of the site. When evaluated using the New York State Department of Health (NYSDOH) Decision Matrices, ethylbenzene (max. 390 $\mu\text{g}/\text{m}^3$), m,p-xylene (max. 1,530 $\mu\text{g}/\text{m}^3$), o-xylene (max. 504

$\mu\text{g}/\text{m}^3$) and trichloroethylene (TCE) (max. $27.1 \mu\text{g}/\text{m}^3$) were detected in soil vapor samples BCP-SV02 and/or BCP-SV03 at concentrations that would warrant mitigation.

Metals identified in site soil above RURR and/or CU SCOs including barium, lead, mercury, and copper throughout the site and are likely related to former industrial operations such as hat and clothing manufacturing, metal polishing, plating, electroplating, and electronics manufacturing. Lead and mercury were historically used in hat and clothing manufacturing, while lead and copper were historically used in electroplating. In addition, mercury was commonly used for plating operations. Barium was historically used for electronics manufacturing. SVOCs, particularly PAHs, were identified in site soil above the RURR, CU, and/or IU SCOs soil and may be associated with former site operations as a gasoline filling and service station, as well as a parking facility. Chloroform, which is often a byproduct of water chlorination, identified in groundwater above the SGV may be related to a leak in an off-site drinking water conveyance system. Metals identified in groundwater are consistent with regional groundwater quality and are not indicative of a release. The presence of petroleum-related VOCs and TCE in soil vapor are likely related to former operations as a filling station and clothing manufacturer, respectively.

During the October 2018 Phase II EI, some areas of the site could not be fully investigated due to the presence of vehicle stacker lifts. It is unclear from historical aerial photographs and/or Sanborn Maps where each of the industrial uses occurred at the site and therefore further investigation is warranted across the entire site. In addition, potential impacts from per- and polyfluoroalkyl substances (PFAS) (historically used in electroplating) were not previously investigated as part of the Phase II EI. These remaining potential impacts will be investigated during the Remedial Investigation.



LANGAN

Langan Engineering, Environmental, Surveying,
 Landscape Architecture and Geology, D.P.C.

368 Ninth Avenue, 8th Floor
 New York, NY 10001-2727

T: 212.479.5400 F: 212.479.5444
 www.langan.com

Project

**375 LAFAYETTE
 STREET**

BLOCK No. 531, LOT Nos. 17, 52, & 56

NEW YORK

NEW YORK

Figure Title

**SITE
 LOCATION MAP**

Project No.

170930301

Date

6/23/2025

Scale

1" = 2,000 feet

Drawn By

GS

Figure

A-1



Legend

Approximate Site Boundary

531 Tax Block

Tax Parcel

Notes:
1. Aerial imagery provided through Langan's subscription to NearMap.com, flown 3/11/2025.
2. Parcel data provided by the New York City Department of City Planning.

WARNING: It is a violation of the NYS Education Law Article 145 for any person, unless acting under the direction of a licensed professional engineer, land surveyor or geologist, to alter this item in any way.

40 0 40

SCALE IN FEET

LANGAN

Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.

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New York, NY 10001

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Project

375 LAFAYETTE STREET

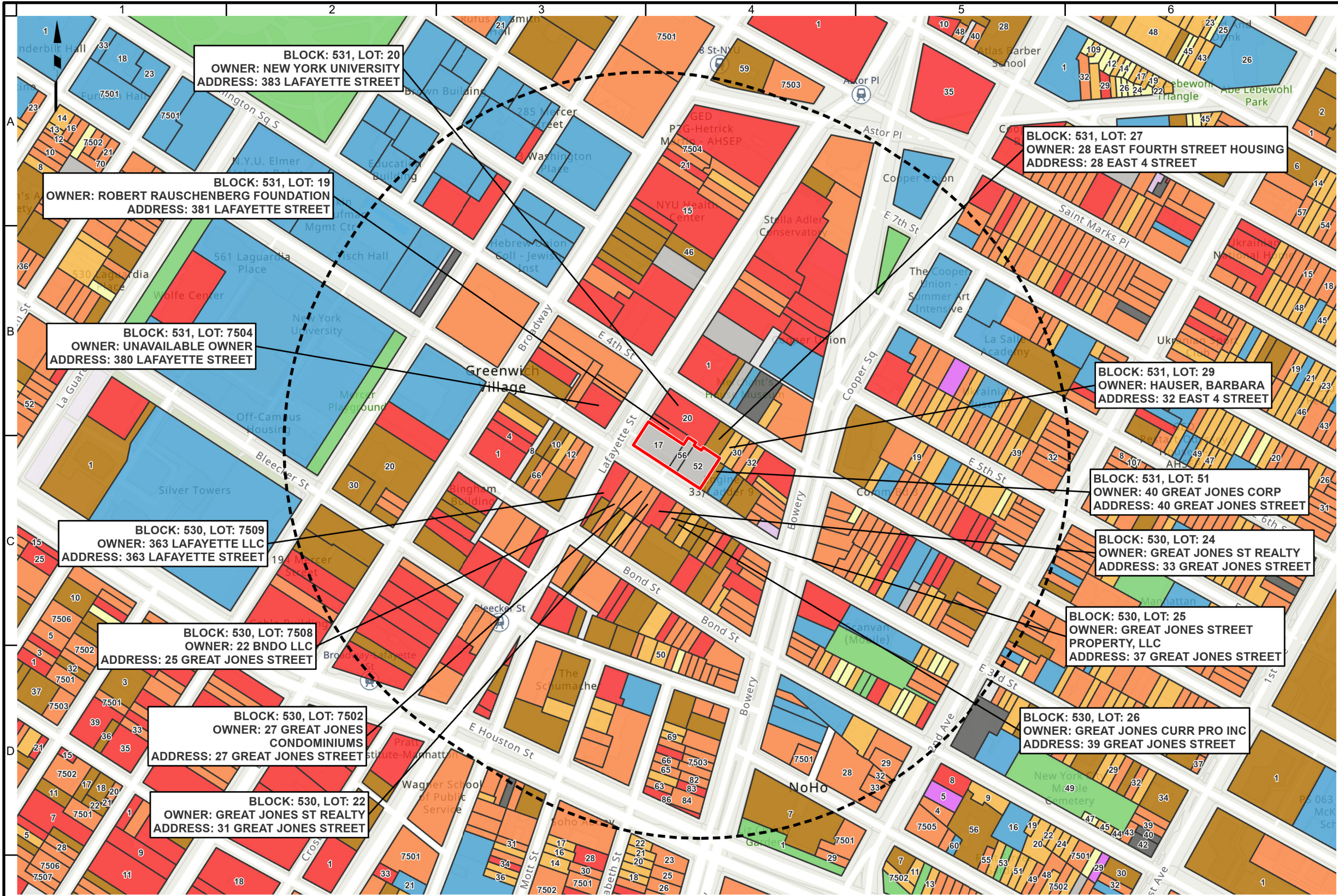
BLOCK No. 531, LOT Nos. 17, 52, & 56

NEW YORK NEW YORK

Figure Title

SITE PLAN

Project No.	170930301	Figure No.
Date	7/17/2025	
Scale	1"=40'	
Drawn By	GS	



Legend

- Approximate Site Boundary
- Tax Parcel
- 1,000-foot Radius

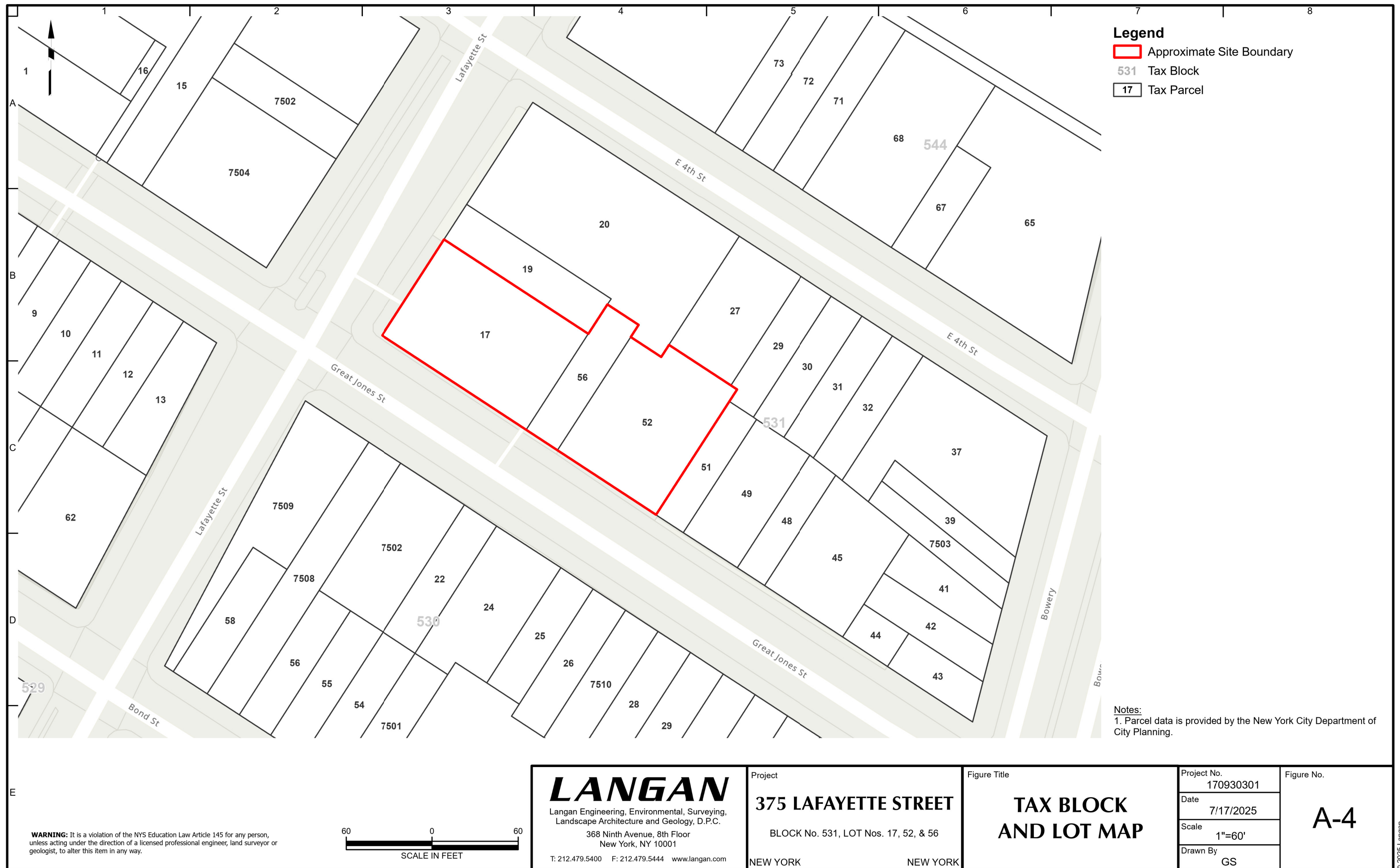
Land Use

- One & Two Family Buildings
- Multi-Family Walk-Up Buildings
- Multi-Family Elevator Buildings
- Mixed Residential & Commercial Buildings
- Commercial & Office Buildings
- Industrial & Manufacturing
- Transportation & Utility
- Public Facilities & Institutions
- Open Space & Outdoor Recreation
- Parking Facilities
- Vacant Land
- Other/No Data

Notes:

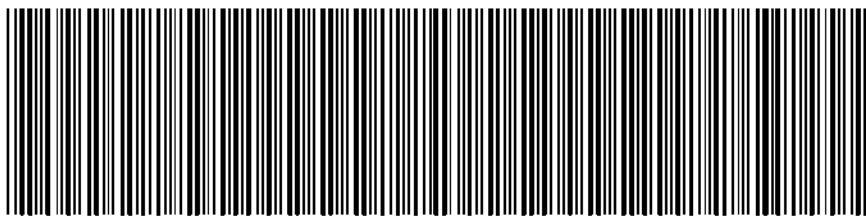
- Topographic basemap is provided through Langan's Esri ArcGIS software licensing and ArcGIS online.
- Land use and parcel data is provided by the New York City Department of City Planning.

 Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. 368 Ninth Avenue, 8th Floor New York, NY 10001 T: 212.479.5400 F: 212.479.5444 www.langan.com	Project 375 LAFAYETTE STREET BLOCK No. 531, LOT Nos. 17, 52, & 56 NEW YORK	Figure Title ADJACENT PROPERTY AND SURROUNDING LAND USE MAP	Project No. 170930301	Figure No. A-3
	Scale 1"=300'	Date 7/9/2025	Drawn By GS	



**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2005042000921001005EF058

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 58

Document ID: 2005042000921001

Document Date: 03-11-2005

Preparation Date: 05-09-2005

Document Type: CONDEMNATION PROCEEDINGS

Document Page Count: 15

PRESENTER:

NYC LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007
212-788-0803
adjackso@law.nyc.gov

RETURN TO:

NYC LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007
212-788-0803
adjackso@law.nyc.gov

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	172	1001 Entire Lot	C-1	374 BROADWAY
Property Type: OTHER				

Borough	Block	Lot	Unit	Address
MANHATTAN	172	5 Entire Lot		372 BROADWAY
Property Type: OTHER Easement				
x Additional Properties on Continuation Page				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

CITY OF NEW YORK
100 CHURCH STREET
NEW YORK, NY 10007

FEES AND TAXES

Mortgage		Recording Fee:	EXEMPT
Mortgage Amount:	\$	Affidavit Fee:	\$ 0.00
Taxable Mortgage Amount:	\$	NYC Real Property Transfer Tax Filing Fee:	0.00
Exemption:			
TAXES: County (Basic):	\$	NYS Real Estate Transfer Tax:	0.00
City (Additional):	\$		0.00
Spec (Additional):	\$		0.00
TASF:	\$		0.00
MTA:	\$		0.00
NYCTA:	\$		0.00
Additional MRT:	\$		0.00
TOTAL:	\$		0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 05-10-2005 14:02

City Register File No. (CRFN):

2005000270831



Annette McMill

City Register Official Signature

At IA Part 28, of the Supreme Court of the State of New York, held in the County of New York, located at 60 Centre Street, New York, New York, 10007, in the Borough of Manhattan, City and State of New York, on the 8 day of March, 2005.

PRESENT:

HON. MARTIN SCHOENFELD

Justice.

-----X
In the Matter of the Application of the City of New York,
relative to acquiring permanent underground easements to a
volume of real property located between 325 feet and
615 feet below main sea level at Sandy Hook,
New Jersey, usually 50 feet wide, where not heretofore
acquired for the same purpose, for the construction of

ORDER

Index No. 40378204

**CITY TUNNEL NO. 3, STAGE 2, PHASE 3,
and appurtenances**

in the Borough of New York from Hudson Street and
Laight Street to East Fourth Street and Bowery, and
from 10th Avenue and West 31st Street to 2nd Avenue
and East 54th Street.

FILED
MAR 11 2005
NEW YORK
COUNTY CLERK'S OFFICE

-----X
The City of New York, having applied to this Court for an order to condemn certain real property, where not heretofore acquired for the same purpose, required for CITY TUNNEL NO. 3, STAGE 2, PHASE 3, and appurtenances, in the Borough of Manhattan, City and State of New York, and to have the compensation which should be made to the respective owners of, or persons interested in the property, ascertained and determined by this Court without a jury, in accordance with the approval of acquisition signed by the Deputy Mayor on August 4, 2004 (Certificate No. CBX-8343), and said application having come on to be heard before me on

~~January~~ ^{Feb.} 16, 2005 and MICHAEL A. CARDOZO, Corporation Counsel (by Carly Nasca, Assistant Corporation Counsel), having appeared in

support of said application; and *Zarin Stenmetz by Michael Zarin*

having appeared in opposition to the application, *and having withdrawn its opposition by*

1/16/05
NOW, on reading and filing the Notice of Petition, dated November 9, 2004; the Petition of the City of New York, verified on November 9, 2004; the affidavit of RAWLE DELISLE, sworn to on December 13, 2004, the affidavit of GARRY JEAN-GILLES, sworn to on December 9, 2004, and the affidavit of DAVID HOLLEY, sworn to on December 9, 2004, showing the due mailing of copies of said Notice of Petition and the Petition together with the relevant portion of the acquisition map to the last known owners and taxpayers of record of the property to be acquired; the affidavit of ELI BLACHMAN, sworn to on January 13, 2005, showing due publication of said Notice of Petition in at least ten successive issues of The City Record, an official newspaper printed and published in the City of New York; and the affidavit of ANGELO M. RIVERA, sworn to on January 7, 2005, showing the posting of said Notice of Petition in the form of handbills upon or near the property to be condemned;

NOW, on motion of MICHAEL A. CARDOZO, Corporation Counsel of the City of New York, it is

ORDERED, that the Petition be, and the same hereby is granted in all respects, with the sole exception that the City, at its own request, shall not acquire easements to parcels 210 (Block 1346, Lot 49) and 211, and it is further

ORDERED, that the City is authorized to file the acquisition map, as modified in accordance with the preceding paragraph of this Order, in the office of the Clerk of the County of New York, or in the office of the City Register, and it is further

ORDERED, that upon filing of this Order and the acquisition map with said County Clerk or with the City Register, title to the property shown on said map shall vest in the City of New York for the acquisition of permanent underground easements, and the property shall be acquired subject to encroachments, if any, of structures, improvements and appurtenances standing or maintained partly upon the parcels to be acquired (as shown on said map), and partly upon the lands and premises adjoining the same, as long as such encroachments shall stand, and it is further

ORDERED, that the compensation which should be made to the owners of the property sought to be acquired in this proceeding be ascertained and determined by this Court without a jury, and it is further

ORDERED, that within thirty days after entry of this order, the City shall cause a notice of acquisition to be published in at least ten successive issues of The City Record, an official newspaper published in the City of New York, and shall serve a copy of such notice by first class mail on each condemnee or his, her or its attorney of record, and it is further

ORDERED, that each condemnee shall have a period of one calendar year from the date of title vesting in which to file a written claim, demand or notice of appearance with the Clerk of this Court and to serve a copy of the same upon the Corporation Counsel of the City of New York, 100 Church Street, New York, New York, 10007.

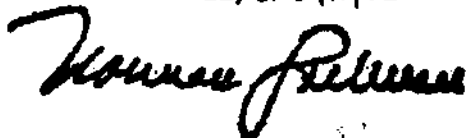
ENTER IN NEW YORK COUNTY:



J. S. C.

FILED
MAR 11 2005
NEW YORK
COUNTY CLERK'S OFFICE

DATE 3/18/05
I hereby certify that the foregoing
paper is a true copy of the original
thereof filed in my office on the
day of 3/11/05



County clerk and clerk of the
Supreme Court of New York County
NO FEE - OFFICIAL USE

Index No. 40378204

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

In the Matter of the Application of the City of New York, relative to acquiring permanent underground easements to a volume of real property located between 325 feet and 615 feet below main sea level at Sandy Hook, New Jersey, usually 50 feet wide, where not heretofore acquired for the same purpose, for the construction of

**CITY TUNNEL NO. 3, STAGE 2, PHASE 3,
and appurtenances**

in the Borough of New York from Hudson Street and Laight Street to East Fourth Street and Bowery, and from 10th Avenue and West 31st Street to 2nd Avenue and East 54th Street.

ORDER

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for the Condemnor
100 Church Street
New York, New York 10007

CARLY NASCA
of Counsel
(212) 788-0761

NYCLIS No. 04CM000012

ATTACHMENT B

SECTION II: PROJECT DESCRIPTION

Item 4 - Purpose and Scope of the Project

The purpose of the project is to remediate and redevelop the approximately 19,800 square-foot (± 0.45 acre) site. The site is currently improved with an outdoor asphalt- and concrete-paved parking lot operated by Edison ParkFast. The parking lot contains a parking attendant booth in the south-central part of the site and a storage shed in the northeastern corner of the site. The north-central and eastern parts of the site also contain 37 four-level hydraulic vehicle stacker lifts. The redevelopment will consist of a new mixed-use building with residential units and commercial and community space. At least 25% of the residential units will be designated as affordable housing.

Remediation will be performed concurrently with the proposed redevelopment and in accordance with an approved Remedial Action Work Plan (RAWP) and Construction Health and Safety Plan (CHASP), including a Community Air Monitoring Plan (CAMP). The proposed remedial measures needed to accommodate the project will include:

- Demolition of the existing parking lot and associated attendant booth and storage shed
- Excavation and off-site disposal of contaminated soil
- Implementation of other remedial elements, if required, simultaneously with development

A Phase II Environmental Investigation (EI) was performed in August 2018 by Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology D.P.C. (Langan) and is summarized in Attachment E. A Remedial Investigation Work Plan (RIWP) summarizing a forthcoming Remedial Investigation (RI) is being submitted concurrently with this application for New York State Department of Environmental Conservation (NYSDEC) review. Findings of the investigation outlined in the RIWP will be documented in a Remedial Investigation Report (RIR). Future remediation plans to address the identified impacts will be detailed in the RAWP, which will be implemented concurrently with the contemplated development. The RIR and RAWP will be prepared in accordance with NYSDEC guidelines. An estimated timeline of anticipated Brownfield Cleanup Program (BCP) milestones is provided in the following schedule:

Estimated Project Schedule

Estimated Project Schedule		2025							2026												2027											
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Item	Action																															
1	Preparation and Submission of BCP Application and RIWP																															
2	NYSDEC Review of the BCP Application and RIWP																															
3	Address NYSDEC Comments to BCP Application and RIWP																															
4	30-Day Public Comment Period for BCP Application and RIWP																															
5	NYSDEC Executes BCA																															
6	Implementation of Remedial Investigation and RIR Preparation																															
7	Preparation and Submission of CPP																															
8	RAWP Preparation																															
9	NYSDEC & NYSDOH Review of RIR and RAWP, including 45-Day Public Comment Period																															
10	NYSDEC Approval of RAWP and Issuance of Decision Document																															
11	Implementation of RAWP with Engineering Oversight																															
12	Preparation of an Environmental Easement, FER, and SMP (if required)																															
13	NYSDEC & NYSDOH Review of FER (and SMP, if required)																															
14	NYSDEC Issues COC																															

Notes:

- a) This is an estimated schedule; all items are subject to change.
- b) BCP = Brownfield Cleanup Program
- c) NYSDEC = New York State Department of Environmental Conservation
- d) BCA = Brownfield Cleanup Agreement
- e) NYSDOH = New York State Department of Health
- f) CPP = Citizen Participation Plan
- g) RIWP = Remedial Investigation Work Plan
- h) RIR = Remedial Investigation Report
- i) RAWP = Remedial Action Work Plan
- j) FER = Final Engineering Report
- k) SMP = Site Management Plan
- l) COC = Certificate of Completion

Item 5 – Green and Sustainable Remediation

Green remediation principles and techniques will be implemented to the extent feasible in the design, implementation, and site management of the remedy as per the NYSDEC DER-31 Green Remediation Policy (DER-31). The following green remediation/sustainability concepts will be considered and/or implemented, to the extent feasible, during investigations, remedial design and action, and site management:

- Increase energy efficiency/minimize total energy use and direct and indirect CO₂/greenhouse gas (GHG) emissions to the atmosphere
- Reduce emissions of air pollutants
- Minimize habitat disturbance and create or enhance habitat or usable land
- Conserve natural resources such as soil and water; promote the sequestration of carbon through reforestation or afforestation
- Minimize fresh water consumption and maximize water reuse during daily operations and treatment processes
- Prevent long-term erosion, surface runoff, and off-site water quality impacts, and prevent unintended soil compaction
- Minimize waste or implement beneficial use of materials that would otherwise be considered a waste
- Minimize equipment and truck idling and use sustainably produced biofuels to reduce discharge of pollutants and GHGs to the atmosphere
- Utilize clean diesel (new or retrofitted) equipment to reduce emissions to the atmosphere
- Minimize truck travel and waiting times for loading and for disposal to save energy, reduce emissions, and reduce localized noise, vibration, and wear and tear on roads
- Minimize use of heavy equipment to save energy and reduce emissions

ATTACHMENT C

SECTION IV: LAND USE FACTORS

Items 1 and 2 - Current Zoning

According to the New York City Planning Commission Zoning Map 12c, the site is located within the M1-5/R9X (light industrial uses and residential) district and the SoHo-NoHo Mixed Use District (SNX). The SNX was established in 2021 to foster housing growth, including the development of affordable housing units, while preserving the mixed-use character, arts, and culture of the SoHo and NoHo neighborhoods.

The proposed residential and commercial use is consistent with the current zoning. A copy of the zoning map is included in this attachment.

The site (Lots 17, 52, and 56) was assigned an E-Designation (E-675) for hazardous materials and noise by the New York City (NYC) Department of City Planning (DCP) as part of the SoHo/NoHo Neighborhood Plan (City Environmental Quality Review [CEQR] No. 21DCP059M). Sites with E Designations are subject to environmental review by the New York City Mayor's Office of Environmental Remediation (NYCOER).

Item 4 - Current Use

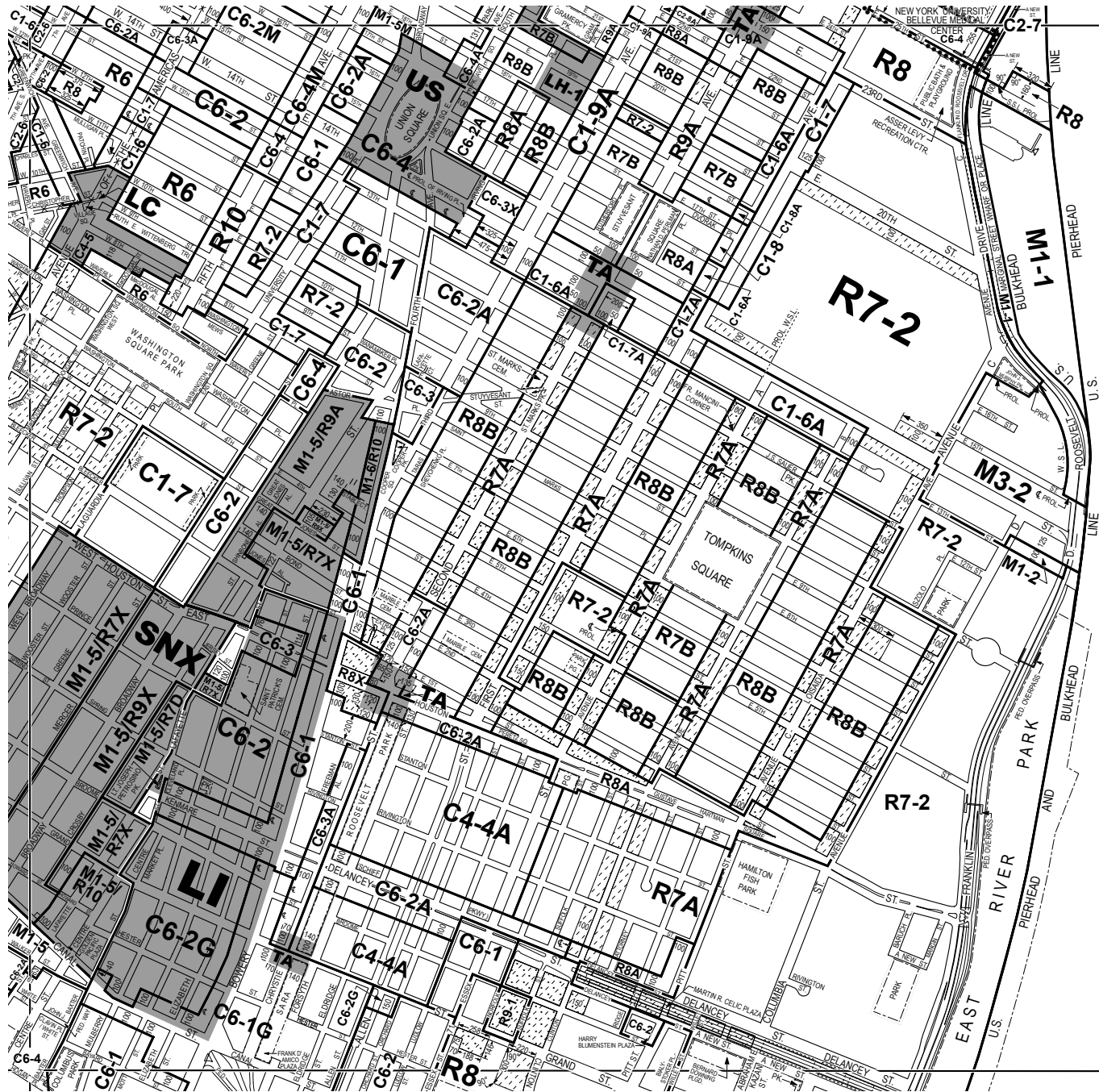
The approximately 19,800-square-foot (± 0.45 acre) site is improved with an outdoor asphalt- and concrete-paved parking lot operated by Edison ParkFast. A parking attendant booth is located in the south-central part of the site on Lot 17 and a storage shed is located in the northeastern corner of the site on Lot 52. The north-central and eastern parts of the site (Lot 17 and 52) also contain 37 four-level hydraulic vehicle stacker lifts.

Item 6 - Intended Use Post Remediation

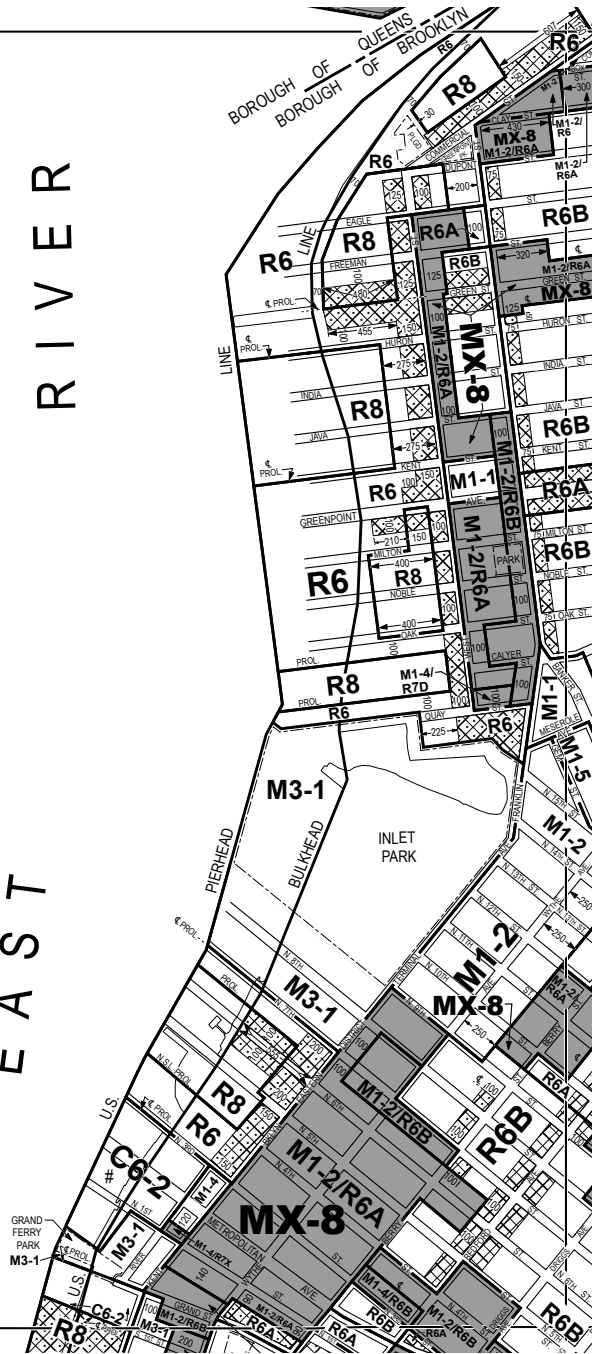
Current plans call for the development of two new 15 to 17-story residential and commercial buildings which will operate as one unified building with a cellar level. The cellar level will primarily contain storage areas and mechanical rooms. The remaining floors will include a retail component and a residential tower with associated amenities such as a fitness center, a potential swimming pool, parking and storage. At least 25% of the residential units will be designated as affordable housing.

Item 9 - Consistency with Applicable Zoning Laws/Maps

The site is located within M1-5/R9X and SNX districts. This project responds to and is fully consistent with the goals of the City Council as embodied in the NYC Zoning Districts and provides additional affordable housing in a growing neighborhood.



EAST RIVER



ZONING MAP

THE NEW YORK CITY PLANNING COMMISSION

Major Zoning Classifications:

The number(s) and/or letter(s) that follows an **R**, **C** or **M** District designation indicates use, bulk and other controls as described in the text of the Zoning Resolution.

R - RESIDENTIAL DISTRICT

C - COMMERCIAL DISTRICT

M - MANUFACTURING DISTRICT

 **SPECIAL PURPOSE DISTRICT**
The letter(s) within the shaded area designates the special purpose district as described in the text of the Zoning Resolution.

 **AREA(S) REZONED**

Effective Date(s) of Rezoning:

02-13-2025 C 240369 ZMM

Special Requirements:

For a list of lots subject to CEQR environmental requirements, see APPENDIX C.

For a list of lots subject to "D" restrictive declarations, see APPENDIX D.

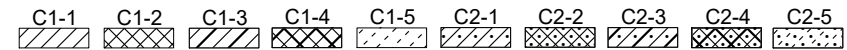
For Inclusionary Housing designated areas and Mandatory Inclusionary Housing areas on this map, see APPENDIX F.

MAP KEY

8b	8d	9b
12a	12c	13a
12b	12d	13b

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NOTE: Zoning information as shown on this map is subject to change. For the most up-to-date zoning information for this map, visit the Zoning section of the Department of City Planning website: www.nyc.gov/planning or contact the Zoning Information Desk at (212) 720-3291.



NOTE: Where no dimensions for zoning district boundaries appear on the zoning maps, such dimensions are determined in Article VII, Chapter 6 (Location of District Boundaries) of the Zoning Resolution.

NOTE: STREETS FOR THE STREET MAP CHANGES C 210425 MMK AND C 240369 ZMM ARE SHOWN ON THIS MAP PRIOR TO BECOMING EFFECTIVE IN ORDER TO LOCATE ZONING DISTRICT BOUNDARIES.

ZONING MAP **12c**

ATTACHMENT D

SECTION V: CURRENT AND HISTORICAL PROPERTY OWNER AND OPERATOR INFORMATION

Current Site Owner(s)

The proposed Brownfield Cleanup Program (BCP) site is located at 375 Lafayette Street in New York, New York, and is identified on the Manhattan Borough Tax Map as Block 531, Lots 17, 52, and 56. On June 12, 2025, the Requestor entered into a 99-year ground lease agreement with the current owners, 375 Lafayette Street Properties, LP (Lots 17 and 52) and SP Great Jones, LLC (Lot 56). The Requestor is not affiliated with any past or current owners/operators of the site, except for their current role as ground tenant. Contact information for the current owners are provided below. A letter from 375 Lafayette Street Properties, LP and SP Great Jones, LLC indicating that they have granted site access to the Requestor throughout the course of the BCP is provided in Attachment G.

Property Owner and Contact Information

Lots 17 and 52

375 Lafayette Street Properties, LP
Attn: Robert Scharf
c/o Edison Properties LLC
110 Edison Place, Suite 300
Newark, NJ 07102
973-849-2592
robertsc@edprop.com

Lot 56

SP Great Jones, LLC
Attn: Robert Scharf
c/o Edison Properties LLC
110 Edison Place, Suite 300
Newark, NJ 07102
973-849-2592
robertsc@edprop.com

Current Operators

The site is occupied by a parking lot operated by Edison ParkFast. Contact information for the current operator is provided below.

Edison ParkFast
Attn: Robert Scharf
c/o Edison Properties LLC
110 Edison Place, Suite 300
Newark, NJ 07102
973-849-2592
robertsc@edprop.com

Previous Site Owners

Deeds prior to 1971 were not available on the NYC Department of Finance (DOF) Automated City Register Information System (ACRIS) website. Property transactions after 1971 are summarized in the table below. Copies of the current property deeds are included with this attachment.

Date	Document Type	First Party	Second Party	Relationship to the Requestor
Lot 17				
6/15/1971	DEED	Mobil Oil Corporation 150 East 42 nd Street New York, NY 10017 (Contact Info Unknown)	Edison Jones Corp. 69 Academy Street Newark, NJ 07102 (Contact Info Unknown)	None
7/15/1971	DEED	Edison Jones Corp. 69 Academy Street Newark, NJ 07102 (Contact Info Unknown)	Edison Washington Corp. 69 Academy Street Newark, NJ 07102 (Contact Info Unknown)	None
12/21/1973	DEED	Edison Washington Corp. 69 Academy Street Newark, NJ 07102 (Contact Info Unknown)	Abbie G Gottesman Trust 200 Madison Avenue New York, NY 10016 (Contact Info Unknown))	None
2/27/1998	DEED	Abbie G Gottesman Trust 100 Washington Street Newark, NJ 07102. (Contact Info Unknown)	375 Lafayette Street Properties, LLC 100 Washington Street Newark, NJ 07102 (Contact Info Unknown)	None

Date	Document Type	First Party	Second Party	Relationship to the Requestor
Lot 52				
4/21/1971	DEED	Millou Realty Corp. 395 Broadway New York, NY 10013 (Contact Info Unknown)	Edison Jones Corp. 69 Academy Street Newark, NJ 07102 (Contact Info Unknown)	None
12/21/1973	DEED	Edison Jones Corp. 69 Academy Street Newark, NJ 07102 (Contact Info Unknown)	Abbie G Gottesman Trust 200 Madison Avenue New York, NY 10016 (Contact Info Unknown)	None
2/27/1998	DEED	Abbie G Gottesman Trust 100 Washington Street Newark, NJ 07102 (Contact Info Unknown)	375 Lafayette Street Properties, LLC 100 Washington Street Newark, NJ 07102 (Contact Info Unknown)	None
Lot 56				
11/5/1976	DEED	30 Great Jones St Corp. 623 Broadway New York, NY 10012 (Contact Info Unknown)	Harcy Realty Corp. 37 Great Jones Street New York, NY 10012 (Contact Info Unknown)	None
9/6/2007	DEED	Harcy Realty Corp. P.O. Box 1552 Cooper Station, NY 10276 (Contact Info Unknown)	SP Great Jones, LLC 570 Seventh Avenue Suite 500 New York, NY 10018 (Contact Info Unknown)	None

Reference:

1. ACRIS: <https://a836-acris.nyc.gov/DS/DocumentSearch/Index>

Previous Site Operators

Langan reviewed historical records including Sanborn® Fire Insurance Maps, City Directories, certificates of occupancy (CO), and an Environmental Data Resources (EDR)® radius map report that were included in the Phase I Environmental Site Assessment (ESA) reports for 375 Lafayette Street prepared by Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology D.P.C. (Langan) and dated June 20, 2018, March 20, 2019, and May 9, 2025. A review of historical records indicates that the site has been located in a densely developed urban area characterized by commercial, residential, and industrial uses since at least the 1890s.

Between at least 1895 and 1921, the site was occupied by a church and five 4-story mixed-use buildings identified as 32 through 38 Great Jones Street. Between the 1920s and 1970s, relevant site uses included hat manufacturing (1920-1963), clothing manufacturing (1934), sheet metal

works (1938-1958), bottle capping machine works (1934-1958), metal polishing (1947-1958), printing (1920-1973), and plating (1947). The church was demolished by the 1940s and replaced by a filling station and service building by 1950. By 1975, the filling station and service building were replaced by an open-air parking lot. Between 1980 and 2006, the site uses included electroplating and electronics manufacturing. By 2010, the site was developed into its present-day configuration of a parking lot and remains generally unchanged.

Historical operator information is listed below:

Operator Name/Site Use	Relationship to Property	Address and Phone Number	Relationship to the Requestor
Lots 17, 52, and 56			
Church/Residential & Commercial Buildings	Occupant (1895 to 1921)	28 to 38 Great Jones Street (Contact Info Unknown)	None
Hat Manufacturing	Occupant (1920 to 1963)	30 Great Jones Street (Contact Info Unknown)	None
Clothing Manufacturing	Occupant (1934)	30 Great Jones Street (Contact Info Unknown)	None
Sheet Metal Works	Occupant (1938 to 1958)	32 Great Jones Street (Contact Info Unknown)	None
Bottle Capping Machine Works	Occupant (1934 to 1958)	38 Great Jones Street (Contact Info Unknown)	None
Metal Polishing	Occupant (1947 to 1958)	32 to 38 Great Jones Street (Contact Info Unknown)	None
Printing	Occupant (1920 to 1973)	30 to 36 Great Jones Street (Contact Info Unknown)	None
Crown Plating Corp.	Occupant (1947)	34 Great Jones Street (Contact Info Unknown)	None
Filling Station and Service Center	Occupant (1950-1969)	375 Lafayette Street (Contact Info Unknown)	None
H B Service Center (filling station and automotive repair)	Occupant (1969 to 1972)	375 Lafayette Street (Contact Info Unknown)	None
Concord Electronics Corp.	Occupant (1980 to 2006)	30 Great Jones Street (Contact Info Unknown)	None
Edison ParkFast	Occupant (2010 to Present)	375 Lafayette Street (973) 849-2592	None

References:

1. June 20, 2018 Phase I ESA, prepared by Langan
2. March 20, 2019 Phase I ESA, prepared by Langan
3. May 9, 2025 Phase I ESA, prepared by Langan

Deed

THIS INDENTURE, made the 27th day of February, nineteen hundred and ninety-eight

BETWEEN The Ellen S. Gottesman Trust, the Robin I. Gottesman Trust, and the Andrew K. Gottesman Trust, each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Harold A. Gottesman, and the Sara A. Gottesman Trust, the Margery S. Gottesman Trust, the Jane L. Gottesman Trust, and the Abbie G. Gottesman Trust each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Jerome W. Gottesman, with an address at 100 Washington Street, Newark, New Jersey 07102, party of the first part, and

375 Lafayette Street Properties, LLC, a New York limited liability company, with an address at 100 Washington Street, Newark, New Jersey 07102, party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New York, County of New York and State of New York, as more particularly described in Schedule "A" attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from

Schedule A

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City of New York and State of New York, bounded and described as follows:

PARCEL "A"

BEGINNING at the corner formed by the intersection of the easterly side of Lafayette Street with the northerly side of Great Jones Street; and running thence northerly along the said easterly side of Lafayette Street, seventy-seven feet and six inches; thence easterly parallel with the northerly side of Great Jones Street, one hundred and twenty feet; thence southerly parallel with Lafayette Street, seventy seven feet and six inches to the northerly side of Great Jones Street thence westerly along the northerly side of Great Jones Street, one hundred and twenty feet to the point or place of beginning.

PARCEL "B"

BEGINNING at a point on the Northerly side of Great Jones Street distant 145 feet 4 inches Easterly from the northeasterly corner of Great Jones Street and Lafayette Place;

THENCE NORTHERLY parallel with Lafayette Place 90 feet;

thence EASTERLY parallel with Great Jones Street 22 feet;

thence SOUTHERLY parallel with Lafayette Place and part of the way through a party wall 90 feet to the northerly side of Great Jones Street;

and thence WESTERLY along the northerly side of Great Jones Street 22 feet to the point or place of BEGINNING.

PARCEL "C"

BEGINNING at a point on the Northerly side of Great Jones Street distant 167 feet 4 inches easterly from the easterly side of Lafayette Place;

running thence NORTHERLY parallel with the easterly side of Lafayette Place and part of the way through a party wall 90 feet;

thence EASTERLY parallel with Great Jones Street 3 feet 4 inches;

thence NORTHERLY parallel with the easterly side of Lafayette Place 10 feet;

thence EASTERLY parallel with Great Jones Street 16 feet 8 inches;

thence SOUTHERLY parallel with the Easterly side of Lafayette Place and part of the way through a party wall 100 feet to the northerly side of Great Jones Street;

and thence WESTERLY along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL "D"

BEGINNING at a point on the Northerly side of Great Jones Street, distance 187 feet 4 inches easterly from the northeasterly corner of Lafayette Place and Great Jones Street;

running thence NORTHERLY through a party wall and parallel with Lafayette Place 100 feet;

thence EASTERLY parallel with Great Jones Street 20 feet;

thence SOUTHERLY and through a party wall and parallel with Lafayette Place 100 feet to the northerly side of Great Jones Street;

thence WESTERLY along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL "E"

BEGINNING at a point on the northerly side of Great Jones Street at the center of a party wall between Nos. 36 and 38 Great Jones Street such point being distant 207 feet 1-1/2 inches more or less easterly from the corner formed by the intersection of the northerly side of Great Jones Street and the easterly side of Lafayette Place;

running thence EASTERLY along the northerly side of Great Jones Street 19 feet 11-1/4 inches more or less to the westerly side of land of John M. Knox, known as #40 Great Jones Street;

thence NORTHERLY along the westerly side of land of John M. Knox and the westerly side of land adjoining said Knox on the North 100 feet 3 inches more or less;

thence WESTERLY 19 feet 5 inches more or less to a line formed by protracting a line from the point of beginning northerly through the center of said party wall;

thence SOUTHERLY along the last mentioned line and through the center of said party wall between the premises herein and the premises adjoining on the West known as 36 Great Jones Street 100 feet 3 inches more or less to the point or place of BEGINNING.

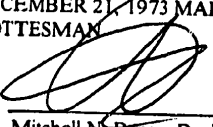
PARCELS B, C, D & E constitute one contiguous parcel.

incumbrances, that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises; provided, however, that (a) said covenants and warranty shall only inure to the benefit of, and be enforceable by, the party of the second part and shall not inure to the benefit of, or be enforceable by, the heirs, successors or assigns of the party of the second part and (b) the liability of the party of the first part in connection with said covenants and warranty shall be limited to any title insurance proceeds received by the party of the first part. If any claim is made by the party of the second part against the party of the first part as the result of a breach of said covenants or warranty, and that claim may be covered by any title insurance policy owned by the party of the first part, the party of the first part shall make such claim against the insurance company and diligently pursue same, or permit the party of the second part, in the name of the party of the first part, to make and diligently pursue such claim, at the expense of the party of the second part.

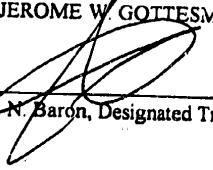
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

THE ELLEN S. GOTTESMAN TRUST, THE ROBIN I. GOTTESMAN TRUST, AND THE ANDREW K. GOTTESMAN TRUST, EACH OF WHICH TRUSTS WAS FORMED UNDER AGREEMENT OF TRUST DATED DECEMBER 21, 1973 MADE BY HAROLD A. GOTTESMAN

By: 
Mitchell N. Baron, Designated Trustee

THE SARA A. GOTTESMAN TRUST, THE MARGERY S. GOTTESMAN TRUST, THE JANE L. GOTTESMAN TRUST, AND THE ABBIE G. GOTTESMAN TRUST, EACH OF WHICH TRUSTS WAS FORMED UNDER AGREEMENT OF TRUST DATED DECEMBER 21, 1973 MADE BY JEROME W. GOTTESMAN

By: 
Mitchell N. Baron, Designated Trustee

State of New York)
) ss.:
 County of New York)

On the 27th day of February in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell N. Baron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN P. BONURA
 Notary Public, State of New York
 No 01808086261
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires Oct. 6, 1999

John P. Bonura
 Notary Public

State of New York)
) ss.:
 County of New York)

On the 27th day of February in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell N. Baron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN P. BONURA
 Notary Public, State of New York
 No 01808086261
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires Oct. 6, 1999

John P. Bonura
 Notary Public

055690

Deed

RB

The Ellen S. Gottesman Trust, the Robin I. Gottesman Trust, and the Andrew K. Gottesman Trust, each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Harold A. Gottesman, and the Sara A. Gottesman Trust, the Margery S. Gottesman Trust, the Jane L. Gottesman Trust, and the Abbie G. Gottesman Trust each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Jerome W. Gottesman

to

375 Lafayette Street Properties, LLC

Block 531, Lots 17 and 52
County or Town: New York

Return by Mail to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attention: Mitchell N. Baron, Esq.

RECORDED BY:
LAWYERS TITLE INSURANCE
CORPORATION
700 THIRD AVENUE
NEW YORK, NY 10017
212 657-6170

DEED 0165 47.00
LO/TL CSMR REPT DATE TIME
1-1 8 31876 OCT-1-98 9:56

\$ 1834
REAL ESTATE
OCT - 1 1998
TRANSFER TAX
NEW YORK
COUNTY
003637

REC. FILE AY7
SST \$ 1834
RPT # R12229

R75
RECORDED IN NEW YORK COUNTY

100 VER
BY ADDL
RR

NY02A/156472.3
37

OFFICE OF THE CITY CLERK

1998 OCT -1 A 9 32

CITY REGISTER

Deed

THIS INDENTURE, made the 27th day of February, nineteen hundred and ninety-eight

BETWEEN The Ellen S. Gottesman Trust, the Robin I. Gottesman Trust, and the Andrew K. Gottesman Trust, each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Harold A. Gottesman, and the Sara A. Gottesman Trust, the Margery S. Gottesman Trust, the Jane L. Gottesman Trust, and the Abbie G. Gottesman Trust each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Jerome W. Gottesman, with an address at 100 Washington Street, Newark, New Jersey 07102, party of the first part, and

375 Lafayette Street Properties, LLC, a New York limited liability company, with an address at 100 Washington Street, Newark, New Jersey 07102, party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New York, County of New York and State of New York, as more particularly described in Schedule "A" attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from

Schedule A

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BEGINNING at the corner formed by the intersection of the easterly side of Lafayette Street with the northerly side of Great Jones Street; and running thence northerly along the said easterly side of Lafayette Street, seventy-seven feet and six inches; thence easterly parallel with the northerly side of Great Jones Street, one hundred and twenty feet; thence southerly parallel with Lafayette Street, seventy seven feet and six inches to the northerly side of Great Jones Street thence westerly along the northerly side of Great Jones Street, one hundred and twenty feet to the point or place of beginning.

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PARCEL "D"

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running thence NORTHERLY through a party wall and parallel with Lafayette Place 100 feet;

thence EASTERLY parallel with Great Jones Street 20 feet;

thence SOUTHERLY and through a party wall and parallel with Lafayette Place 100 feet to the northerly side of Great Jones Street;

thence WESTERLY along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL "E"

BEGINNING at a point on the northerly side of Great Jones Street at the center of a party wall between Nos. 36 and 38 Great Jones Street such point being distant 207 feet 1-1/2 inches more or less easterly from the corner formed by the intersection of the northerly side of Great Jones Street and the easterly side of Lafayette Place;

running thence EASTERLY along the northerly side of Great Jones Street 19 feet 11-1/4 inches more or less to the westerly side of land of John M. Knox, known as #40 Great Jones Street;

thence NORTHERLY along the westerly side of land of John M. Knox and the westerly side of land adjoining said Knox on the North 100 feet 3 inches more or less;

thence WESTERLY 19 feet 5 inches more or less to a line formed by protracting a line from the point of beginning northerly through the center of said party wall;

thence SOUTHERLY along the last mentioned line and through the center of said party wall between the premises herein and the premises adjoining on the West known as 36 Great Jones Street 100 feet 3 inches more or less to the point or place of BEGINNING.

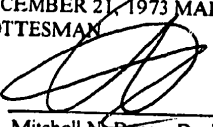
PARCELS B, C, D & E constitute one contiguous parcel.

incumbrances, that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises; provided, however, that (a) said covenants and warranty shall only inure to the benefit of, and be enforceable by, the party of the second part and shall not inure to the benefit of, or be enforceable by, the heirs, successors or assigns of the party of the second part and (b) the liability of the party of the first part in connection with said covenants and warranty shall be limited to any title insurance proceeds received by the party of the first part. If any claim is made by the party of the second part against the party of the first part as the result of a breach of said covenants or warranty, and that claim may be covered by any title insurance policy owned by the party of the first part, the party of the first part shall make such claim against the insurance company and diligently pursue same, or permit the party of the second part, in the name of the party of the first part, to make and diligently pursue such claim, at the expense of the party of the second part.

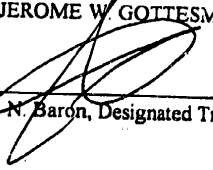
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

THE ELLEN S. GOTTESMAN TRUST, THE ROBIN I. GOTTESMAN TRUST, AND THE ANDREW K. GOTTESMAN TRUST, EACH OF WHICH TRUSTS WAS FORMED UNDER AGREEMENT OF TRUST DATED DECEMBER 21, 1973 MADE BY HAROLD A. GOTTESMAN

By: 
Mitchell N. Baron, Designated Trustee

THE SARA A. GOTTESMAN TRUST, THE MARGERY S. GOTTESMAN TRUST, THE JANE L. GOTTESMAN TRUST, AND THE ABBIE G. GOTTESMAN TRUST, EACH OF WHICH TRUSTS WAS FORMED UNDER AGREEMENT OF TRUST DATED DECEMBER 21, 1973 MADE BY JEROME W. GOTTESMAN

By: 
Mitchell N. Baron, Designated Trustee

State of New York)
) ss.:
 County of New York)

On the 27th day of February in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell N. Baron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN P. BONURA
 Notary Public, State of New York
 No 01808086261
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires Oct. 6, 1999

John P. Bonura
 Notary Public

State of New York)
) ss.:
 County of New York)

On the 27th day of February in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell N. Baron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN P. BONURA
 Notary Public, State of New York
 No 01808086261
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires Oct. 6, 1999

John P. Bonura
 Notary Public

055690

Deed

RB

The Ellen S. Gottesman Trust, the Robin I. Gottesman Trust, and the Andrew K. Gottesman Trust, each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Harold A. Gottesman, and the Sara A. Gottesman Trust, the Margery S. Gottesman Trust, the Jane L. Gottesman Trust, and the Abbie G. Gottesman Trust each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Jerome W. Gottesman

to

375 Lafayette Street Properties, LLC

Block 531, Lots 17 and 52
County or Town: New York

Return by Mail to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attention: Mitchell N. Baron, Esq.

RECORDED BY:
LAWYERS TITLE INSURANCE
CORPORATION
700 THIRD AVENUE
NEW YORK, NY 10017
212 657-6170

DEED 0165 47.00
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\$1834
REAL ESTATE
OCT - 1 1998
TRANSFER TAX
NEW YORK
COUNTY
003637

REC. FEE AY7
SST \$ 1834
RPT # R12229

R75
RECORDED IN NEW YORK COUNTY

100 VER
BY ADDL
RR

NY02A/156472.3
37

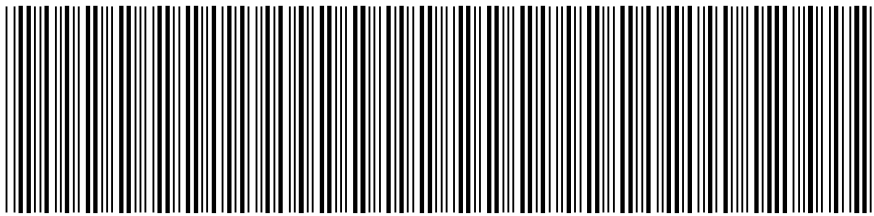
OFFICE OF THE CITY CLERK

1998 OCT -1 A 9 32

CITY REGISTER

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 3

Document ID: 2007091200407001

Document Date: 09-06-2007

Preparation Date: 09-13-2007

Document Type: DEED, OTHER

Document Page Count: 2

PRESENTER:

TITLEASSOCIATES - PICK-UP/SARAH
AS AGENT FOR STEWART TITLE
825 THIRD AVENUE
NEW YORK, NY 10022
212-758-0050
TA07(01)584

RETURN TO:

MIDGE J. NUTMAN, ESQ
ELLENOFF GROSSMAN & SCHOLE LLP
370 LEXINGTON AVENUE, 19TH FLOOR
NEW YORK, NY 10017

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	531	56	Entire Lot	30 GREAT JONES STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR:

HARCY REALTY CORP.
C/O IRVING KUZNETZOW, P.O. BOX 1552
COOPER STATION, NY 10276

GRANTEE:

SP GREAT JONES, LLC
C/O THE CORNERSTONE GROUP, 570 SEVENTH
AVENUE, SUITE 500
NEW YORK, NY 10018

FEES AND TAXES

Mortgage

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 47.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 165.00

NYC Real Property Transfer Tax:

\$ 330,750.00

NYS Real Estate Transfer Tax:

\$ 50,400.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 09-19-2007 17:11

City Register File No.(CRFN):

2007000482334



Annette McHill

City Register Official Signature

MA 07-584

THIS INDENTURE, made the 6th day of September, Two Thousand and Seven,

BETWEEN

HARCY REALTY CORP., a New York Corporation,

having offices at c/o Irving Kuznetzow, P.O. Box 1552, Cooper Station, New York, New York 10276,

Party of the first part, and

SP GREAT JONES, LLC,

having offices at c/o The Cornerstone Group, 570 Seventh Avenue, Suite 500, New York, New York 10018,

Party of the second part

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the part of the second part, the heirs or successors and assigns of the party of the second part forever.

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, bounded and described as follows:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF GREAT JONES STREET, DISTANT 119 FEET 5 INCHES EASTERLY FROM THE NORTHEAST CORNER OF LAFAYETTE PLACE (NOW STREET) AND GREAT JONES STREET;

RUNNING THENCE NORTHERLY AND PARALLEL WITH LAFAYETTE STREET, 100 FEET;

THENCE EASTERLY AND PARALLEL WITH GREAT JONES STREET, 25 FEET 8 INCHES;

THENCE SOUTHERLY AND PARALLEL WITH LAFAYETTE STREET, 100 FEET TO THE NORTHERLY SIDE OF GREAT JONES STREET;

THENCE WESTERLY ALONG THE NORTHERLY SIDE OF GREAT JONES STREET, 25 FEET 8 INCHES TO THE POINT OR PLACE OF **BEGINNING**.

SUBJECT TO UNRECORDED AGREEMENT AS TO THE USE OF FIRE ESCAPES BETWEEN THE NEW YORK SAVINGS BANK, FORMER OWNER OF THE PREMISES AND THE OWNERS OF NO. 27 EAST 4TH STREET, RECITED IN DEED RECORDED IN THE OFFICE OF THE REGISTER OF THE COUNTY OF NEW YORK IN LIBER 3146 OF CONVEYANCES AT PAGE 38.

THE GRANTOR IS THE SAME CORPORATION AS GRANTEE IN DEED RECORDED IN LIBER/REEL/CRFN NO. 383, PAGE 320.

PREMISES HEREIN DESCRIBED ARE THE SAME AND INTENDED TO BE THE SAME AS THOSE DESCRIBED IN DEED RECORDED IN LIBER/REEL/CRFN NO. 383, PAGE 320.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the part of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as

aforesaid.

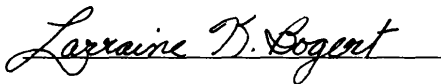
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

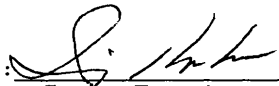
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

HARCY REALTY CORP.
A New York Corporation


LARRAINE K. BOGERT

By: 
Irving Kuznetzow, President

State of New York, County of New York ss:

On the 6th day of September in the year 2007, before me, the undersigned, personally appeared Irving Kuznetzow personally known to me or proved to me on the basis of satisfactory evidence to be the individual~~(s)~~ whose name~~(s)~~ is ~~(are)~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(ies), and that by his/~~her/their~~ signature~~(s)~~ on the instrument, the individual~~(s)~~, or the person upon behalf of which the individual~~(s)~~ acted, executed the instrument.

SEAL



Notary

MICHAEL L. LEDERER
Notary Public, State of New York
No. 01LE4872219
Qualified in New York County
Commission Expires Sept. 15, 2010

MICHAEL L. LEDERER
Notary Public, State of New York
No. 01LE4872219
Qualified in New York County
Commission Expires Sept. 15, 2010

=====

BARGAIN AND SALE DEED WITH
COVENANT AGAINST GRANTOR'S ACTS

HARCY REALTY CORP.,
A New York Corporation,

To

SP GREAT JONES, LLC

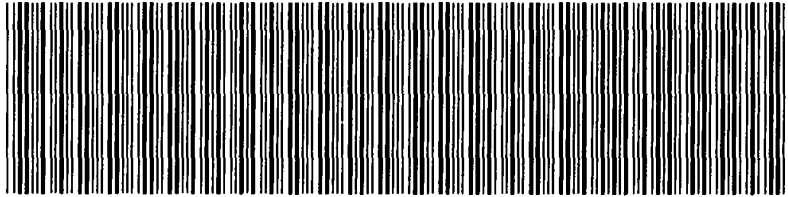
=====

Section 1
Block 531
Lot 56
County or Town New York
Recorded at the Request of:

Midge J. Nutman, Esq.
ELLEN OFE GREENSMAN & SCHOLE LLP
370 LEXINGTON AVE, 19TH FLOOR
NEW YORK NY 10017

=====

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2007091200407001

Document Date: 09-06-2007

Preparation Date: 09-13-2007

Document Type: DEED, OTHER

ASSOCIATED TAX FORM ID: 2007080700087

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

1

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 30 GREAT JONES STREET MANHATTAN 10012
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name SP GREAT JONES, LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

8. Seller Name HARCY REALTY CORP.
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:
 A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 6 / 1 / 2007
 Month Day Year

11. Date of Sale / Transfer 9 / 6 / 2007
 Month Day Year

12. Full Sale Price \$ 1 2 6 0 0 0 0 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class L 2 16. Total Assessed Value (of all parcels in transfer) 6 2 1 0 0 0
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
MANHATTAN 531 56

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

SP Great Jones, LLC
 By: 9/1/07
 BUYER SIGNATURE DATE

30 Great Jones Street
 STREET NUMBER STREET NAME (AFTER SALE)

NY NY 10012
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY
Nutman Midge
 LAST NAME FIRST NAME

212 370-1300
 AREA CODE TELEPHONE NUMBER

Harcy Realty Corp.
 By: 9/6/07
 SELLER SIGNATURE DATE

Irving Kuznetzow, President

300709070009730



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service is located in the Borough of **MANHATTAN**
Block: **531** Lot: **56**
- (2) Account Number (if applicable):
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:
Street **30 GREAT JONES STREET** City **NY** State **NY** Zip **10012**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:
(please provide information on owner ONLY; do NOT give information on property manager or tenant):
Owner's Name Business: **SP GREAT JONES, LLC**
or Individual:
(Last Name) (First Name) (MI)
Street **C/O THE CORNERSTONE GROUP, 570 SEVENTH AVENUE** **NEW YORK** State **NY** Zip **10018**
Home Phone(Numbers only): Business Phone(Numbers only):

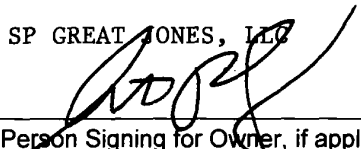
Customer Billing Information:

PLEASE NOTE:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.
- (5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:
Name of Party to Receive Duplicate Copies of Bills:
- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐
Tenant ☐ Other (please explain):

Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

- (8) E-mail:
- (9) Name of Owner: **SP GREAT JONES, LLC**
- (10) Signature: 
Name and Title of Person Signing for Owner, if applicable:
Date(mm/dd/yyyy): **09 / 6 / 2007**

ATTACHMENT E

SECTION VI: PROPERTY'S ENVIRONMENTAL HISTORY

The approximately 19,800-square-foot (± 0.45 -acre) site is located at 375 Lafayette Street in New York, New York and is identified on the Manhattan Borough Tax Map as Block 531, Lots 17, 52, and 56. Based on the current and historic uses of the site and the presence of corresponding contaminants at concentrations exceeding the applicable criteria for the reasonably anticipated future use of the site (restricted-residential) as a commercial and residential property with affordable housing, the site is eligible for the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP).

Item 1 - Previous Reports

The following environmental reports were prepared for the site prior to the Requestor's application:

- *June 20, 2018 Phase I Environmental Site Assessment (ESA) for 375 Lafayette Street, prepared by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C (Langan)*
- *October 10, 2018 Phase II Environmental Investigation (EI) Report for 375 Lafayette Street, prepared by Langan*
- *May 9, 2025 Phase I ESA for 375 Lafayette Street, prepared by Langan*

Environmental reports and sampling events are summarized below and included with this attachment.

June 20, 2018 Phase I ESA for 375 Lafayette Street, New York, New York, prepared by Langan

Langan prepared a Phase I ESA in June 2018 for Kaufman New Ventures. The Phase I ESA identified historical and current uses of the site for printing (1921), electronics/electroplating operations (1984-2007), a gasoline filling station (1950-1972), and a parking lot as a Recognized Environmental Condition (REC). The Phase I ESA stated that, due to the potential use of chemicals associated with these operations, the duration of these activities, and the potential presence for gasoline underground storage tanks (UST), the subsurface may have been adversely impacted from the historical and current site uses. The report also identified potential impacts from current and historical off-site uses (including six filling stations and/or automotive repair facilities between 1921 and 2005), potential presence of impacted soil at the site, and potential presence of undocumented USTs at the site as business environmental risks (BER).

October 10, 2018 Phase II EI Report for 375 Lafayette Street, New York, New York, prepared by Langan

Langan conducted a Phase II EI for the 375 Lafayette Street site between August 17 and 23, 2018. The Phase II EI included a geophysical survey of all accessible areas, advancement of ten soil borings to a maximum depth of 45 feet bgs, installation of three temporary groundwater monitoring wells, and the collection and laboratory analysis of soil and groundwater samples.

Soil and groundwater samples were analyzed for NYSDEC Title 6 of the New York Codes, Rules, and Regulations (NYCRR) Part 375 volatile organic compound (VOC), semivolatile organic compounds (SVOC), and target analyte list (TAL) metals including hexavalent chromium. Soil analytical results were compared to the NYCRR Part 375 Unrestricted Use (UU), Residential Use (RU), Restricted Use Restricted-Residential (RURR), Commercial Use (CU), and Industrial Use (IU) Soil Cleanup Objectives (SCO). Groundwater analytical results were compared to the NYSDEC Division of Water Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards (AWQS) and Guidance Values for Drinking Water (Class GA) (collectively referred to as "SGVs").

Field observations and laboratory analytical results are summarized below:

- Site Geology and Hydrogeology: The site is underlain by soil, predominantly consisting of variable color, fine- to coarse-grained sand with varying amounts of silt and fine gravel, brick and concrete that extends below the surface cover to between 10 and 15 feet below grade surface (bgs) across most of the site. Brown, medium- to coarse-grained sand was observed beneath the shallow soil layer to a maximum investigation depth of 47 feet bgs. According to an October 17, 2018, Geotechnical Investigation Report prepared for the site by Langan, competent gray mica schist rock was identified at depths ranging from 63 to 72 feet bgs at the site. Groundwater was encountered between about 43.1 and 44.9 feet below bgs during the Phase II EI and geotechnical investigation. Based on the local topography and proximity to nearby surface water features, the inferred groundwater flow direction in the vicinity of the site is to the east or southeast toward the East River.
- Soil: Photoionization detector (PID) readings above background were observed in four soil borings within the shallow soil layer, with a maximum PID reading of 3.8 parts per million (ppm) at about 7 feet bgs in LSB-1. Odors and staining were not observed in the soil borings. SVOCs, particularly polycyclic aromatic hydrocarbons (PAH), were detected within the shallow soil layer above the UU, RU, RURR, CU, and/or IU SCOs in seven soil borings located throughout the site. Metals, including lead, nickel, zinc, copper, hexavalent chromium, barium, and mercury, were detected within the shallow soil layer above the UU, RURR, and/or CU SCOs in all nine soil borings.

- Groundwater: One VOC, chloroform, was detected above the SGV in two groundwater samples. Metals including iron, manganese, sodium, and selenium were also detected above the SGVs.

The associated laboratory analytical reports and soil boring logs from the investigation are included in the October 2018 Phase II EI Report, which is included as an attachment. Sample locations and results are provided in the attached figures and tables.

May 9, 2025 Phase I ESA for 375 Lafayette Street, New York, New York, prepared by Langan

Langan prepared a Phase I ESA in May 2025 for Edward J. Minskoff Equities, Inc. The Phase I ESA identified the following RECs:

- Historical and current uses of the site including a filling station (1940s-1975), hat manufacturing (1920-1963), clothing manufacturing (1934), sheet metal works (1934-1958), bottle capping machine works (1934-1956), metal polishing (1938-1958), printing (1942-1947), plating (1947), parking (1975 to present day), and electroplating (1980-2006). Several of these historical uses are also associated with regulatory database listings for petroleum bulk storage and hazardous waste generation. Additionally, the October 2018 Phase II EI identified the presence of SVOCs and metals in soil and chloroform and metals in groundwater above applicable regulatory criteria. Some areas of the site could not be investigated due to the presence of vehicle stacker lifts. Additionally, potential impacts to site soil vapor or from per- and polyfluoroalkyl substances (PFAS) (historically used in electroplating) were not previously investigated.
- Historical uses of the southern-adjointing properties include automotive repair and service, and a filling station between the 1940s and 1996. Documented contamination and/or inadvertent releases of petroleum products and/or hazardous substances at these adjoining properties likely impacted soil vapor at the site.

In addition to the RECs, the report also identified the release of 10 gallons of No. 2 fuel oil on December 13, 2002 at the site, which was closed on January 13, 2004 following cleanup, as a historical recognized environmental condition (HREC); the presence of impacted soil as a BER; and the presence of surficial oily staining observed on the concrete and asphalt paving throughout the site and in the vicinity of hydraulic equipment as a de minimis condition.

Item 2 – Sampling Data

Based on the previous reports discussed in Item 1 and the data collected from the soil vapor investigation performed by Langan on September 23 and 24, 2025, the following summary was prepared to identify analytes detected above applicable regulatory standards for each media tested. The referenced reports and available laboratory data packages for the investigation are included in this attachment.

Soil

Soil sample analytical results were compared to the RURR, CU, and IU SCOs. Contaminants that were detected at concentrations above the SCOs are depicted in Table E-1 and Figure E-1. The maximum detected concentrations above the SCOs are summarized below.

Table E-1: Maximum Concentrations of Target Compounds Detected in Soil above SCOs

Parameter	Maximum Detected Concentration above SCOs	Sample Depth (feet bgs)	Applicable SCOs	Number of Samples Exceeding SCOs
SVOCs				
Benzo(a)anthracene	6.76 mg/kg in 013_LSB-6_082318	3-5	RURR: 1 mg/kg CU: 5.6 mg/kg	8 of 11
Benzo(a)pyrene	7.85 mg/kg in 013_LSB-6_082318	3-5	RURR: 1 mg/kg CU: 1 mg/kg IU: 1.1 mg/kg	8 of 11
Benzo(b)fluoranthene	6.79 mg/kg in 013_LSB-6_082318	3-5	RURR: 1 mg/kg CU: 5.6 mg/kg	8 of 11
Benzo(k)fluoranthene	5.42 mg/kg in 013_LSB-6_082318	3-5	RURR: 3.9 mg/kg	1 of 11
Chrysene	5.87 mg/kg in 013_LSB-6_082318	3-5	RURR: 3.9 mg/kg	3 of 11
Dibenz(a,h)anthracene	1.84 mg/kg in 013_LSB-6_082318	3-5	RURR: 0.33 mg/kg CU: 0.56 mg/kg IU: 1.1 mg/kg	7 of 11
Indeno(1,2,3-cd)pyrene	4.65 mg/kg in 013_LSB-6_082318	3-5	RURR: 0.5 mg/kg	8 of 11
Metals				
Barium	532 mg/kg in 001_LSB-1_082218	8-10	RURR: 400 mg/kg CU: 400 mg/kg	2 of 11
Copper	1,800 mg/kg in 007_DUP-1_082218*	7-9	RURR: 270 mg/kg CU: 270 mg/kg	1 of 11

Parameter	Maximum Detected Concentration above SCOs	Sample Depth (feet bgs)	Applicable SCOs	Number of Samples Exceeding SCOs
Metals				
Lead	603 mg/kg in 001_LSB-1_082218	8-10	RURR: 400 mg/kg	3 of 11
Mercury	2.8 mg/kg in 001_LSB-1_082218	8-10	RURR: 0.81 mg/kg	1 of 11

Notes:

1. Results are compared to the 6 NYCRR Part 375 UU, RURR, CU and IU SCOs
2. mg/kg – milligram per kilogram
3. bgs – below grade surface
4. Asterisk indicates the parent sample is 006_LSB-9_082218

Groundwater

Groundwater sample analytical results were compared to the SGVs. Contaminants that were detected at concentrations above the SGVs are depicted in Table E-2 and Figure E-2. and are summarized below. The maximum detected concentrations above the SGVs are summarized below.

Table E-2: Maximum Concentrations of Target Compounds Detected in Groundwater above SGVs

Parameter	Maximum Detected Concentration above SGVs	SGVs	Number of Samples Exceeding SGVs
VOCs			
Chloroform	9.78 µg/L in 015_LTW-3_082318	7 µg/L	3 of 4
Metals			
Iron	827 µg/L in 015_LTW-3_082318	300 µg/L	4 of 4
Manganese	1,230 µg/L in 015_LTW-3_082318	300 µg/L	3 of 4
Selenium	10.4 µg/L in 019_LTW-2_082318	10 µg/L	1 of 4
Sodium	370,000 µg/L in 017_LTW-1_082318	20,000 µg/L	4 of 4

Notes:

1. Results are compared to the SGVs
2. µg/L – microgram per liter

Soil Vapor

Soil vapor samples were not collected during the Phase II EI. Soil vapor analytical results from the soil vapor investigation performed by Langan on September 23 and 24, 2025 are depicted in Figure E-3. The maximum detected concentrations for each analyte are summarized below.

Table E-3: Maximum Concentrations of Target Compounds Detected in Soil Vapor

Parameter	Maximum Detected Concentrations
VOCs	
1,1,1-Trichloroethane	61.7 µg/m ³ in BCP-SV03_092425
1,2,4-Trimethylbenzene	6.34 µg/m ³ in BCP-SV06_092425
1,3,5-Trimethylbenzene (Mesitylene)	4.46 µg/m ³ in BCP-SV06_092425
1,3-Butadiene	6.11 µg/m ³ in BCP-SV02_092425
2,2,4-Trimethylpentane	15.9 µg/m ³ in BCP-SV01_092425
4-Ethyltoluene	1.71 µg/m ³ in BCP-SV06_092425
Acetone	378 µg/m ³ in BCP-SV01_092425
Benzene	27.8 µg/m ³ in BCP-SV02_092425
Carbon Disulfide	16.9 µg/m ³ in BCP-SV06_092425
Chloroethane	0.538 µg/m ³ in BCP-SV06_092425
Chloroform	24.4 µg/m ³ in BCP-SV01_092425
Chloromethane	2.05 µg/m ³ in BCP-SV06_092425
Cyclohexane	10.4 µg/m ³ in BCP-SV06_092425
Dichlorodifluoromethane	2.34 µg/m ³ in BCP-SV06_092425
Ethanol	24,500 µg/m ³ in BCP-SV01_092425
Ethyl Acetate	1,960 µg/m ³ in BCP-SV04_092425
Ethylbenzene	390 µg/m ³ in BCP-SV02_092425
Isopropanol	1,220 µg/m ³ in BCP-SV04_092425
M,P-Xylene	1,530 µg/m ³ in BCP-SV02_092425
Methyl Ethyl Ketone (2-Butanone)	63.1 µg/m ³ in BCP-SV01_092425
n-Heptane	89.3 µg/m ³ in BCP-SV06_092425
n-Hexane	33.6 µg/m ³ in BCP-SV06_092425
o-Xylene (1,2-Dimethylbenzene)	504 µg/m ³ in BCP-SV02_092425
Styrene	54.1 µg/m ³ in BCP-SV05_092425
Tert-Butyl Alcohol	16.9 µg/m ³ in BCP-SV06_092425
Tetrachloroethene (PCE)	20.4 µg/m ³ in BCP-SV03_092425
Toluene	50.9 µg/m ³ in BCP-SV04_092425
TCE	27.1 µg/m ³ in BCP-SV03_092425
Trichlorofluoromethane	52.5 µg/m ³ in BCP-SV04_092425

Notes:

1. µg/m³ – microgram per cubic meter

Item 3 - Site Drawings

Figure E-1: Soil Sample Analytical Results Map including soil sample locations advanced during the October 2018 Phase II ESI completed by Langan. Analytical data is only shown for soil samples that had exceedances of the SCOs.

Figure E-2: Groundwater Sample Analytical Results Map including groundwater monitoring wells advanced during the October 2018 Phase II ESI completed by Langan. Analytical data is only shown for groundwater samples that had exceedances of the SGVs.

Figure E-3: Soil Vapor and Ambient Air Sample Analytical Results Map including soil vapor points advanced during the soil vapor investigation completed by Langan on September 23 and 24, 2025.

Item 4 – Past Uses of the Site and Suspected Sources of Contamination

A review of historical records indicates that the site has been located in a densely developed urban area characterized by commercial, residential, and industrial uses since at least the 1890s.

Between at least 1895 and 1921, the site was occupied by a church and a five 4-story mixed-use buildings identified as 32 through 38 Great Jones Street. By 1921, the church was shown on the Sanborn Map to be vacant and one of the buildings at the southeastern part of the site contained a printing facility. Between the 1920s and 1970s, relevant site building occupants and uses included hat manufacturing (1920-1963), clothing manufacturing (1934), sheet metal works (1938-1958), bottle capping machine works (1934-1958), metal polishing (1947-1958), printing (1920-1973), and plating (1947). The church was demolished by the 1940s and replaced by a filling station and service building by 1950. By 1975, the filling station and service building were replaced by an open-air parking lot. Between 1980 and 2006, the site uses included electroplating and electronics manufacturing. By 2010, the site was developed into its present-day configuration as a parking lot and has remained generally unchanged.

Metals identified in site soil above RURR and/or CU SCOs including barium, lead, mercury, and copper throughout the site and are likely related to former industrial operations such as hat and clothing manufacturing, metal polishing, plating, electroplating, and electronics manufacturing. Lead and mercury were historically used in hat and clothing manufacturing, while lead and copper were historically used in electroplating. In addition, mercury was commonly used for plating operations. Barium was historically used for electronics manufacturing. SVOCs, particularly PAHs, were identified in site soil above the RURR, CU, and/or IU SCOs soil and may be associated with former site operations as a gasoline filling and service station, as well as historic and current use of the site as a parking facility. Chloroform, which is often a byproduct of water chlorination, identified in groundwater above the SGV may be related to a leak in an off-site drinking water conveyance system. Metals identified in groundwater are consistent with regional

groundwater quality and are not indicative of a release. The presence of petroleum-related VOCs and TCE in soil vapor are likely related to former operations as a filling station and clothing manufacturer, respectively.

Based on the concentrations of SVOCs and metals in soil it is likely that additional on-site sources of soil contamination are present. The groundwater investigation during the Phase II EI focused on the southern part of the site and was not completed throughout the property for full spatial coverage. During the October 2018 Phase II EI, some areas of the site could not be fully investigated due to the presence of vehicle stacker lifts. It is unclear from historical aerial photographs and/or Sanborn Maps where each of the industrial uses occurred at the site and therefore further investigation is warranted across the entire site. In addition, potential impacts from PFAS (historically used in electroplating) were not previously investigated as part of the Phase II EI. These remaining potential impacts will be investigated during the Remedial Investigation.

Table E-1
Brownfield Cleanup Program Application
Soil Sample Analytical Results

375 Lafayette Street
New York, New York
Langan Project No.: 170930301

Analyte	CAS Number	NYSDEC Part 375 Unrestricted Use SCOs	NYSDEC Part 375 Restricted Use Residential SCOs	NYSDEC Part 375 Restricted Use Commercial SCOs	NYSDEC Part 375 Restricted Use Industrial SCOs	Location													
						Sample Name		LSB-1	LSB-2	LSB-3	LSB-4	LSB-5	LSB-6	LSB-7	LSB-8	LSB-9	LSB-10		
						Sample Date		001_LSB-1_082218	003_LSB-2_082218	002_LSB-3_082218	004_LSB-4_082218	005_LSB-5_082218	013_LSB-6_082318	014_LSB-7_082318	009_LSB-8_082318	006_LSB-9_082218	007_DUP1_082218	010_LSB-10_082318	
						Sample Depth / VOC Sample Depth		8/22/2018	8/22/2018	8/22/2018	8/22/2018	8/22/2018	8/23/2018	8/23/2018	8/23/2018	8/23/2018	8/23/2018	8/23/2018	
Unit						Result	Result	Result	Result	Result	Result	Result	Result	Result	Result	Result			
Volatile Organic Compounds																			
1,1,1,2-Tetrachloroethane	630-20-6	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,1,1-Trichloroethane	71-55-6	0.68	100	500	1000	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,1,2,2-Tetrachloroethane	79-34-5	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,1,2-Trichloro-1,2,2-Trifluoroethane	76-13-1	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,1,2-Trichloroethane	79-00-5	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,1-Dichloroethane	75-34-3	0.27	26	240	480	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,1-Dichloroethene	75-35-4	0.33	100	500	1000	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,1-Dichloropropene	563-58-6	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2,3-Trichlorobenzene	87-61-6	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2,3-Trichloropropane	96-18-4	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2,4-Trichlorobenzene	120-82-1	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2,4-Trimethylbenzene	95-63-6	3.6	52	190	380	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2-Dibromo-3-Chloropropane	96-12-8	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2-Dibromobenzene (Ethylene Dibromide)	106-93-4	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2-Dichlorobenzene	95-50-1	1.1	100	500	1000	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2-Dichloroethane	107-06-2	0.02	3	30	600	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,2-Dichloropropane	78-87-5	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,3,5-Trimethylbenzene (Mesitylene)	106-47-8	8.4	52	190	380	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,3-Dichlorobenzene	541-73-1	2.4	49	280	560	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,3-Dichloropropane	142-28-9	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,4-Dichlorobenzene	106-46-7	1.8	13	130	250	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
1,4-Dioxane (P-Dioxane)	123-91-1	0.1	13	130	250	mg/kg	<0.05 U	<0.046 U	<0.045 U	<0.046 U	<0.047 U	<0.045 U	<0.045 U	<0.045 U	<0.077 U	<0.082 U	<0.049 U		
2,2-Dichloropropane	594-20-7	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
2-Chlorotoluene	95-49-8	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
2-Hexanone (MIBK)	591-78-6	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
4-Chlorotoluene	106-43-4	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Acetone	67-64-1	0.05	100	500	1000	mg/kg	0.014	0.038	0.044	0.032	0.018	0.036	0.0064 J	0.013	0.063	0.031	0.043		
Acrolein	107-02-8	NS	NS	NS	NS	mg/kg	<0.005 U	<0.0046 U	<0.0045 U	<0.0046 U	<0.0045 U	<0.0045 U	<0.0045 U	<0.0045 U	<0.0077 U	<0.082 U	<0.049 U		
Acrylonitrile	107-13-1	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Benzene	71-43-2	0.06	4.8	44	89	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Bromobenzene	108-96-1	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Bromochloromethane	74-97-5	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Bromodichloromethane	75-27-4	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Bromoform	75-25-2	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Bromomethane	74-83-9	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Carbon Disulfide	75-15-0	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Carbon Tetrachloride	56-23-5	0.76	2.4	22	44	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Chlorobenzene	108-90-7	1.1	100	500	1000	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Chloroethane	75-00-3	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Chloroform	67-66-3	0.37	49	350	700	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Chloromethane	74-87-3	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Cis-1,2-Dichloroethene	156-59-2	0.25	100	500	1000	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Cis-1,3-Dichloropropene	10061-01-5	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Cyclohexane	110-82-7	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Cymene	99-87-6	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Dibromochloromethane	124-48-1	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023 U	<0.0022 U	<0.0024 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0023 U	<0.0038 U	<0.0026 U	<0.0024 U		
Dibromomethane	74-95-3	NS	NS	NS	NS	mg/kg	<0.0025 U	<0.0023											

Table E-1
Brownfield Cleanup Program Application
Soil Sample Analytical Results

375 Lafayette Street
New York, New York
Langan Project No.: 170930301

Analyte	CAS Number	NYSDEC Part 375 Unrestricted Use SCOs	NYSDEC Part 375 Restricted Use Residential SCOs	NYSDEC Part 375 Restricted Use Commercial SCOs	NYSDEC Part 375 Restricted Use Industrial SCOs	Location		LSB-1	LSB-2	LSB-3	LSB-4	LSB-5	LSB-6	LSB-7	LSB-8	LSB-9	LSB-9	LSB-10
						Sample Name		001 LSB-1_082218	003 LSB-2_082218	002 LSB-3_082218	004 LSB-4_082218	005 LSB-5_082218	013 LSB-6_082218	014 LSB-7_082218	009 LSB-8_082218	006 LSB-9_082218	007 DUP1_082218	010 LSB-10_082218
						Sample Date		08/22/2018	08/22/2018	08/22/2018	08/22/2018	08/22/2018	08/23/2018	08/23/2018	08/23/2018	08/23/2018	08/23/2018	08/23/2018
						Sample Depth / VOC Sample Depth		8-10 / 8-8.5	13-15 / 14-14.5	3-5 / 1-1.5	5-7 / 5-5.5	1-3 / 1-5.2	3-5 / 4-5.5	0-2 / 1-5.2	10-12 / 10-10.5	7-9 / 8-8.5	7-9 / 8-8.5	5-7 / 6-5.7
Unit		Result		Result		Result		Result		Result		Result		Result		Result		
Semi-Volatile Organic Compounds																		
1,2,4,5-Tetrachlorobenzene	95-94-3	NS	NS	NS	NS	mg/kg		<0.0921 U	<0.0962 U	<0.0967 U	<0.0988 U	<0.0963 U	<0.0982 U	<0.0978 U	<0.0992 U	<0.0924 U	<0.0993 U	<0.0993 U
1,2,4-Trichlorobenzene	120-82-1	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0466 U	<0.0478 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
1,2-Dichlorobenzene	95-50-1	1.1	100	500	1000	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0468 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
1,2-Diphenylhydrazine	122-66-7	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
1,3-Dichlorobenzene	541-73-1	2.4	49	280	560	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
1,4-Dichlorobenzene	106-46-7	1.8	13	130	250	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2,3,4,6-Tetrachlorophenol	58-90-2	NS	NS	NS	NS	mg/kg		<0.0921 U	<0.0962 U	<0.0957 U	<0.0988 U	<0.0963 U	<0.0982 U	<0.0978 U	<0.0992 U	<0.0924 U	<0.0993 U	<0.0993 U
2,4,5-Trichlorophenol	95-95-4	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2,4,6-Trichlorophenol	88-06-2	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2,4-Dichlorophenol	120-83-2	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2,4-Dimethylphenol	105-67-9	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	0.160 D
2,4-Dinitrophenol	51-28-5	NS	NS	NS	NS	mg/kg		<0.0921 U	<0.0962 U	<0.0957 U	<0.0988 U	<0.0963 U	<0.0982 U	<0.0978 U	<0.0992 U	<0.0924 U	<0.0993 U	<0.0993 U
2,4-Dinitrotoluene	121-14-2	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2,6-Dinitrotoluene	606-20-2	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2-Chloronaphthalene	91-58-7	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2-Chlorophenol	95-67-8	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2-Methylnaphthalene	91-57-6	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
2-Methylphenol (o-Cresol)	95-48-7	0.33	100	500	1000	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	0.104 D
2-Nitroaniline	88-74-4	NS	NS	NS	NS	mg/kg		<0.0921 U	<0.0962 U	<0.0957 U	<0.0988 U	<0.0963 U	<0.0982 U	<0.0978 U	<0.0992 U	<0.0924 U	<0.0993 U	<0.0993 U
2-Nitrophenol	88-75-5	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
3 & 4 Methylphenol (m&p Cresol)	65794-96-9	0.33	100	500	1000	mg/kg		0.056 JD	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	0.254 D
3,3'-Dichlorobenzidine	91-94-1	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
3-Nitroaniline	99-05-2	NS	NS	NS	NS	mg/kg		<0.0921 U	<0.0962 U	<0.0957 U	<0.0988 U	<0.0963 U	<0.0982 U	<0.0978 U	<0.0992 U	<0.0924 U	<0.0993 U	<0.0993 U
4,6-Dinitro-2-Methylphenol	534-62-1	NS	NS	NS	NS	mg/kg		<0.0921 U	<0.0962 U	<0.0957 U	<0.0988 U	<0.0963 U	<0.0982 U	<0.0978 U	<0.0992 U	<0.0924 U	<0.0993 U	<0.0993 U
4-Bromophenyl Phenyl Ether	101-55-3	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
4-Chloro-3-Methylphenol	59-50-7	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
4-Chloroaniline	106-47-8	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
4-Chlorophenyl Phenyl Ether	7005-72-3	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
4-Nitroaniline	100-01-6	NS	NS	NS	NS	mg/kg		<0.0921 U	<0.0962 U	<0.0957 U	<0.0988 U	<0.0963 U	<0.0982 U	<0.0978 U	<0.0992 U	<0.0924 U	<0.0993 U	<0.0993 U
4-Nitrophenol	100-02-7	NS	NS	NS	NS	mg/kg		<0.0921 U	<0.0962 U	<0.0957 U	<0.0988 U	<0.0963 U	<0.0982 U	<0.0978 U	<0.0992 U	<0.0924 U	<0.0993 U	<0.0993 U
Acenaphthene	83-32-9	20	100	500	1000	mg/kg		0.225 D	<0.0482 U	<0.0479 U	<0.0496 U	0.438 D	0.55 D	0.145 D	0.37 D	0.389 D	0.267 D	1.84 D
Acenaphthylene	208-98-8	100	100	500	1000	mg/kg		0.0773 JD	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	0.092 D	1.02 D	0.757 D	0.0887 JD	0.0632 JD	0.436 D
Acetophenone	98-86-2	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
Aniline (Phenylamine, Aminobenzene)	62-53-3	NS	NS	NS	NS	mg/kg		<0.184 U	<0.193 U	<0.192 U	<0.198 U	<0.191 U	<0.179 U	<0.176 U	<0.181 U	<0.185 U	<0.186 U	<0.191 U
Anthracene	120-12-7	100	100	500	1000	mg/kg		0.952 D	<0.0482 U	<0.0479 U	<0.0496 U	1.04 D	1.86 D	0.696 D	3.07 D	1.63 D	0.662 D	4.76 D
Atrazine	1912-24-8	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
Benzaldehyde	100-52-7	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
Benzidine	92-87-5	NS	NS	NS	NS	mg/kg		<0.184 U	<0.193 U	<0.192 U	<0.198 U	<0.191 U	<0.179 U	<0.176 U	<0.181 U	<0.185 U	<0.186 U	<0.191 U
Benz(a)anthracene	56-55-3	1	1	5.6	11	mg/kg		3.03 D	0.0839 JD	<0.0479 U	<0.0496 U	2.16 D	6.76 D	3.24 D	4.93 D	2.86 D	1.51 D	4.73 D
Benz(a)pyrene	50-32-8	1	1	1	1.1	mg/kg		3.31 D	0.0692 JD	0.0505 JD	<0.0496 U	2.18 D	7.85 D	3.94 D	3.86 D	2.69 D	1.33 D	3.75 D
Benz(b)fluoranthene	206-99-2	1	1	5.6	11	mg/kg		3.02 D	0.0546 JD	<0.0479 U	<0.0496 U	1.88 D	6.73 D	3.37 D	3.73 D	2.06 D	1.24 D	2.8 D
Benz(g,h,i)perylene	191-24-2	100	100	500	1000	mg/kg		2.25 D	<0.0482 U	<0.0479 U	<0.0496 U	1.6 D	5.06 D	2.12 D	2.25 D	1.37 D	0.719 D	1.33 D
Benz(k)fluoranthene	207-08-9	0.8	3.9	56	110	mg/kg		2.42 D	0.05 JD	<0.0479 U	<0.0496 U	1.63 D	5.62 D	3.18 D	3.1 D	1.88 D	2.83 D	2.83 D
Benzoic Acid	65-85-0	NS	NS	NS	NS	mg/kg		0.215 D	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
Benzyl Alcohol	100-51-6	NS	NS	NS	NS	mg/kg		<0.0462 U	<0.0482 U	<0.0479 U	<0.0496 U	<0.0478 U	<0.0447 U	<0.0444 U	<0.0452 U	<0.0463 U	<0.0466 U	<0.0478 U
Benzyl Butyl Phthalate	85-68-7	NS	NS	NS	NS	mg/kg												

Table E-1
Brownfield Cleanup Program Application
Soil Sample Analytical Results

375 Lafayette Street
New York, New York
Langan Project No.: 170930301

Analyte	CAS Number	NYSDEC Part 375 Unrestricted Use SCOs	NYSDEC Part 375 Restricted Use Residential SCOs	NYSDEC Part 375 Restricted Use Commercial SCOs	NYSDEC Part 375 Restricted Use Industrial SCOs	Location																							
						LSB-1		LSB-2		LSB-3		LSB-4		LSB-5		LSB-6		LSB-7		LSB-8		LSB-9		LSB-10					
						Sample Name		001_LSB-1_082218		003_LSB-2_082218		002_LSB-3_082218		004_LSB-4_082218		005_LSB-5_082218		013_LSB-6_082318		014_LSB-7_082318		009_LSB-8_082318		006_LSB-9_082218		007_DUP-1_082218		006_LSB-10_082318	
						Sample Date		08/22/2018		08/22/2018		08/22/2018		08/22/2018		08/22/2018		08/23/2018		08/23/2018		08/23/2018		08/22/2018		08/22/2018		08/23/2018	
						Sample Depth / VOC Sample Depth		8-10 / 8-8.5		13-15 / 14-14.5		3-5 / 1-1.5		5-7 / 5-5.5		1-3 / 1-5.2		3-5 / 4-5.5		0-2 / 1-5.2		10-12 / 10-10.5		7-9 / 8-8.5		7-9 / 8-8.5		5-7 / 6-5.7	
Unit						Result		Result		Result		Result		Result		Result		Result		Result		Result							
Metals																													
Aluminum	7429-90-5	NS	NS	NS	NS	mg/kg	7,010	7,630	7,730	8,060	8,610	6,400	5,160	8,310	10,000	8,160	8,980												
Antimony	7440-36-0	NS	NS	NS	NS	mg/kg	1.11	1.14	<0.573 U	1.37	1.19	<0.537 U	0.55	1.6	1.97	1.21	1.16												
Arsenic	7440-38-2	13	16	16	16	mg/kg	1.93	<1.15 U	2.06	<1.15 U	2.3	1.65	1.72	6.37	2.92	2.93	6.21												
Barium	7440-39-3	350	400	400	10000	mg/kg	532	106	84.7	94.2	78.2	47.5	57.8	103	108	90.8	429												
Beryllium	7440-41-7	7.2	72	590	2700	mg/kg	0.209	0.283	0.121	0.316	0.126	0.145	0.182	0.181	0.125	<0.112 U	0.152												
Cadmium	7440-43-9	2.5	4.3	9.3	60	mg/kg	<0.331 U	<0.348 U	<0.344 U	<0.355 U	0.458	<0.322 U	<0.317 U	<0.324 U	<0.333 U	0.604	0.408												
Calcium	7440-70-2	NS	NS	NS	NS	mg/kg	11,200 B	8,380 B	15,200 B	4,300 B	58,600 B	18,300	8,960	38,400	48,100 B	45,400 B	35,300												
Chromium, Hexavalent	18540-29-9	1	110	400	800	mg/kg	0.751	1.85	<0.573 U	<0.592 U	<0.571 U	<0.537 U	<0.529 U	<0.541 U	0.576	<0.558 U	<0.572 U												
Chromium, Total	7440-47-3	NS	NS	NS	NS	mg/kg	21.3	26.9	22.7	22.5	13.7	10.7	11.4	25.5	23.9	20	20.8												
Cobalt	7440-48-4	NS	NS	NS	NS	mg/kg	8.16	14.5	12.2	12.1	6.34	5.32	6.56	6.62	7.21	7.09	7.43												
Copper	7440-50-8	50	270	220	10000	mg/kg	35.8	19	28.6	15	19.9	53.6	32.7	41.7	34.4	1,800	58.4												
Iron	7439-89-6	NS	NS	NS	NS	mg/kg	15,300 B	19,600 B	17,300 B	18,200 B	12,100 B	11,500 B	8,360 B	17,100 B	13,700 B	12,700 B	14,500 B												
Lead	7439-92-1	63	400	1000	3900	mg/kg	603	85.5	131	8.61	455	79.1	40.5	127	80.9	86.4	517												
Magnesium	7439-95-4	NS	NS	NS	NS	mg/kg	3,570 B	16,900 B	12,800 B	10,800 B	3,720 B	5,110	2,310	4,100	5,470 B	5,520 B	4,670												
Manganese	7439-96-5	1600	2000	10000	10000	mg/kg	491	444	316	416	218	261	369	303	280	283	296												
Mercury	7439-97-6	0.18	0.81	2.8	5.7	mg/kg	2.8	0.209	0.204	0.0442	0.171	0.213	0.0867	0.28	0.174	0.3	0.442												
Nickel	7440-02-0	30	310	310	10000	mg/kg	41	172	109	101	29.9	14	23.3	20.6	19.7	18.2	26.8												
Potassium	7440-09-7	NS	NS	NS	NS	mg/kg	1,700	1,840	2,150	2,280	872	1,150	876	1,140	1,670	1,750	1,820												
Selenium	7782-49-2	3.9	180	1500	6800	mg/kg	<1.1 U	<1.15 U	<1.15 U	<1.15 U	<1.14 U	<1.07 U	<1.06 U	<1.06 U	<1.11 U	<1.12 U	<1.14 U												
Silver	7440-22-4	2	180	1500	6800	mg/kg	<0.552 U	<0.577 U	<0.573 U	<0.592 U	<0.571 U	<0.537 U	<0.529 U	<0.541 U	<0.554 U	<0.558 U	<0.572 U												
Sodium	7440-23-5	NS	NS	NS	NS	mg/kg	364	526	909	479	695	828 B	324 B	333 B	877	609	1,520 B												
Thallium	7440-28-0	NS	NS	NS	NS	mg/kg	<1.1 U	<1.15 U	<1.15 U	<1.15 U	<1.14 U	<1.07 U	<1.06 U	<1.06 U	<1.11 U	<1.12 U	<1.14 U												
Vanadium	7440-62-2	NS	NS	NS	NS	mg/kg	29.6	21.8	25.7	22	18.2	15	11.9	25.6	26.5	25.7	32.2												
Zinc	7440-66-6	109	10000	10000	10000	mg/kg	120	49.9	101	37.6	248	65.2	106	132	177	104	275												
General Chemistry																													
Solids, Percent	SOLID	NS	NS	NS	NS	Percent	90.5	86.7	87.2	84.4	87.5	93.2	94.5	92.5	90.2	89.7	87.4												

Table E-1
Brownfield Cleanup Program Application
Soil Sample Analytical Results

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Notes:

CAS - Chemical Abstract Service

NS - No standard

mg/kg - milligram per kilogram

NA - Not analyzed

RL - Reporting limit

<RL - Not detected

Soil sample analytical results are compared to the New York State Department of Environmental Conservation (NYSDEC) Title 6 of the Official Compilation of New York Codes, Rules, and Regulations (NYCRR) Part 375 Unrestricted Use, Restricted Use Restricted-Residential, Restricted Use Commercial, and Restricted Use Industrial Soil Cleanup Objectives (SCO).

Criterion comparisons for 3- & 4-methylphenol (m&p cresol) are provided for reference. Promulgated SCOs are for 3-methylphenol (m-cresol) and 4-methylphenol (p-cresol).

Qualifiers:

D - The concentration reported is a result of a diluted sample.

J - The analyte was detected above the method detection limit (MDL), but below the RL; therefore, the result is an estimated concentration.

U - The analyte was analyzed for, but was not detected at a level greater than or equal to the RL; the value shown in the table is the RL.

B - The analyte was found in the associated analysis batch blank.

Exceedance Summary:

10 - Result exceeds Unrestricted Use SCOs

10 - Result exceeds Restricted Use Restricted-Residential SCOs

10 - Result exceeds Restricted Use Commercial SCOs

10 - Result exceeds Restricted Use Industrial SCOs

375 Lafayette Street
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Analyte	CAS Number	NYSDEC SGVs	Location	LTW-1	LTW-2	LTW-3	LTW-3
			Sample Name	017_LTW-1_082318	019_LTW-2_082318	015_LTW-3_082318	016_DUP-2_082318
			Sample Date	08/23/2018	08/23/2018	08/23/2018	08/23/2018
			Unit	Result	Result	Result	Result
Volatile Organic Compounds							
1,1,1,2-Tetrachloroethane	630-20-6	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,1,1-Trichloroethane	71-55-6	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,1,2,2-Tetrachloroethane	79-34-5	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,1,2-Trichloro-1,2,2-Trifluoroethane	76-13-1	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,1,2-Trichloroethane	79-00-5	1	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,1-Dichloroethane	75-34-3	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,1-Dichloroethene	75-35-4	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,1-Dichloropropene	563-58-6	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2,3-Trichlorobenzene	87-61-6	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2,3-Trichloropropane	96-18-4	0.04	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2,4-Trichlorobenzene	120-82-1	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2,4-Trimethylbenzene	95-63-6	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2-Dibromo-3-Chloropropane	96-12-8	0.04	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2-Dibromoethane (Ethylene Dibromide)	106-93-4	0.0006	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2-Dichlorobenzene	95-50-1	3	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2-Dichloroethane	107-06-2	0.6	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,2-Dichloropropane	78-87-5	1	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,3,5-Trimethylbenzene (Mesitylene)	108-67-8	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,3-Dichlorobenzene	541-73-1	3	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,3-Dichloropropane	142-28-9	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,4-Dichlorobenzene	106-46-7	3	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
1,4-Dioxane (P-Dioxane)	123-91-1	0.35	ug/l	<40 U	<40 U	<40 U	<40 U
2,2-Dichloropropane	594-20-7	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
2-Chlorotoluene	95-49-8	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
2-Hexanone (MBK)	591-78-6	50	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
4-Chlorotoluene	106-43-4	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Acetone	67-64-1	50	ug/l	<1 U	<1 U	<1 U	<1 U
Acrolein	107-02-8	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Acrylonitrile	107-13-1	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Benzene	71-43-2	1	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Bromobenzene	108-86-1	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Bromochloromethane	74-97-5	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Bromodichloromethane	75-27-4	50	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Bromoform	75-25-2	50	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Bromomethane	74-83-9	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Carbon Disulfide	75-15-0	60	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Carbon Tetrachloride	56-23-5	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Chlorobenzene	108-90-7	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Chloroethane	75-00-3	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Chloroform	67-66-3	7	ug/l	1.59	7.93	9.78	9.75
Chloromethane	74-87-3	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Cis-1,2-Dichloroethene	156-59-2	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Cis-1,3-Dichloropropene	10061-01-5	0.4	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Cyclohexane	110-82-7	NS	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Cymene	99-87-6	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Dibromochloromethane	124-48-1	50	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Dibromomethane	74-95-3	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Dichlorodifluoromethane	75-71-8	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Ethylbenzene	100-41-4	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Hexachlorobutadiene	87-68-3	0.5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Isopropylbenzene (Cumene)	98-82-8	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
M,P-Xylene	179601-23-1	5	ug/l	<0.5 U	<0.5 U	<0.5 U	<0.5 U
Methyl Acetate	79-20-9	NS	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Methyl Ethyl Ketone (2-Butanone)	78-93-3	50	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Methyl Isobutyl Ketone (4-Methyl-2-Pentanone)	108-10-1	NS	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Methylcyclohexane	108-87-2	NS	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Methylene Chloride	75-09-2	5	ug/l	<1 U	<1 U	<1 U	<1 U
n-Butylbenzene	104-51-8	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
n-Propylbenzene	103-65-1	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
o-Xylene (1,2-Dimethylbenzene)	95-47-6	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Sec-Butylbenzene	135-98-8	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Styrene	100-42-5	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
T-Butylbenzene	98-06-6	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Tert-Butyl Alcohol	75-65-0	NS	ug/l	<0.5 U	<0.5 U	<0.5 U	<0.5 U
Tert-Butyl Methyl Ether	1634-04-4	10	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Tetrachloroethene (PCE)	127-18-4	5	ug/l	0.46 J	0.21 J	0.31 J	0.32 J
Toluene	108-88-3	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Total Xylenes	1330-20-7	5	ug/l	<0.6 U	<0.6 U	<0.6 U	<0.6 U
Trans-1,2-Dichloroethene	156-60-5	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Trans-1,3-Dichloropropene	10061-02-6	0.4	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Trichloroethene (TCE)	79-01-6	5	ug/l	0.35 J	0.26 J	0.2 J	<0.2 U
Trichlorofluoromethane	75-69-4	5	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Vinyl Acetate	108-05-4	NS	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Vinyl Chloride	75-01-4	2	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U

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Analyte	CAS Number	NYSDEC SGVs	Location	LTW-1	LTW-2	LTW-3	LTW-3
			Sample Name	017_LTW-1_082318	019_LTW-2_082318	015_LTW-3_082318	016_DUP-2_082318
			Sample Date	08/23/2018	08/23/2018	08/23/2018	08/23/2018
			Unit	Result	Result	Result	Result
Semi-Volatile Organic Compounds							
1,2,4,5-Tetrachlorobenzene	95-94-3	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
1,2,4-Trichlorobenzene	120-82-1	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
1,2-Dichlorobenzene	95-50-1	3	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
1,2-Diphenylhydrazine	122-66-7	0	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
1,3-Dichlorobenzene	541-73-1	3	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
1,4-Dichlorobenzene	106-46-7	3	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2,3,4,6-Tetrachlorophenol	58-90-2	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2,4,5-Trichlorophenol	95-95-4	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2,4,6-Trichlorophenol	88-06-2	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2,4-Dichlorophenol	120-83-2	1	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2,4-Dimethylphenol	105-67-9	1	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2,4-Dinitrophenol	51-28-5	1	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2,4-Dinitrotoluene	121-14-2	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2,6-Dinitrotoluene	606-20-2	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2-Chloronaphthalene	91-58-7	10	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2-Chlorophenol	95-57-8	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2-Methylnaphthalene	91-57-6	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2-Methylphenol (o-Cresol)	95-48-7	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2-Nitroaniline	88-74-4	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
2-Nitrophenol	88-75-5	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
3 & 4 Methylphenol (m&p Cresol)	65794-96-9	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
3,3'-Dichlorobenzidine	91-94-1	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
3-Nitroaniline	99-09-2	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
4,6-Dinitro-2-Methylphenol	534-52-1	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
4-Bromophenyl Phenyl Ether	101-55-3	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
4-Chloro-3-Methylphenol	59-50-7	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
4-Chloroaniline	106-47-8	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
4-Chlorophenyl Phenyl Ether	7005-72-3	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
4-Nitroaniline	100-01-6	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
4-Nitrophenol	100-02-7	NS	ug/l	<3.85 U	<3.85 U	<3.85 U	<3.85 U
Acenaphthene	83-32-9	20	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Acenaphthylene	208-96-8	NS	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Acetophenone	98-86-2	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Aniline (Phenylamine, Aminobenzene)	62-53-3	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Anthracene	120-12-7	50	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Atrazine	1912-24-9	7.5	ug/l	<0.385 U	<0.385 U	<0.385 U	<0.385 U
Benzaldehyde	100-52-7	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Benzidine	92-87-5	5	ug/l	<3.85 U	<3.85 U	<3.85 U	<3.85 U
Benzo(a)anthracene	56-55-3	0.002	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Benzo(a)pyrene	50-32-8	0	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Benzo(b)fluoranthene	205-99-2	0.002	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Benzo(g,h,i)Perylene	191-24-2	NS	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Benzo(k)fluoranthene	207-08-9	0.002	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Benzoic Acid	65-85-0	NS	ug/l	<19.2 U	<19.2 U	<19.2 U	<19.2 U
Benzyl Alcohol	100-51-6	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Benzyl Butyl Phthalate	85-68-7	50	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Biphenyl (Diphenyl)	92-52-4	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Bis(2-chloroethoxy) methane	111-91-1	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Bis(2-chloroethyl) ether (2-chloroethyl ether)	111-44-4	1	ug/l	<0.769 U	<0.769 U	<0.769 U	<0.769 U
Bis(2-chloroisopropyl) ether	108-60-1	5	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Bis(2-ethylhexyl) phthalate	117-81-7	5	ug/l	<0.385 U	0.469	<0.385 U	<0.385 U
Caprolactam	105-60-2	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Carbazole	86-74-8	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Chrysene	218-01-9	0.002	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Dibenz(a,h)anthracene	53-70-3	NS	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Dibenzofuran	132-64-9	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Dibutyl phthalate	84-74-2	50	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Diethyl phthalate	84-66-2	50	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Dimethyl phthalate	131-11-3	50	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Diethyl phthalate	117-84-0	50	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Fluoranthene	206-44-0	50	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Fluorene	86-73-7	50	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Hexachlorobenzene	118-74-1	0.04	ug/l	<0.0154 U	<0.0154 U	<0.0154 U	<0.0154 U
Hexachlorobutadiene	87-68-3	0.5	ug/l	<0.385 U	<0.385 U	<0.385 U	<0.385 U
Hexachlorocyclopentadiene	77-47-4	5	ug/l	<3.85 U	<3.85 U	<3.85 U	<3.85 U
Hexachloroethane	67-72-1	5	ug/l	<0.385 U	<0.385 U	<0.385 U	<0.385 U
Indeno(1,2,3-cd)pyrene	193-39-5	0.002	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Isophorone	78-59-1	50	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Naphthalene	91-20-3	10	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Nitrobenzene	98-95-3	0.4	ug/l	<0.192 U	<0.192 U	<0.192 U	<0.192 U
n-Nitrosodimethylamine	62-75-9	NS	ug/l	<0.385 U	<0.385 U	<0.385 U	<0.385 U
n-Nitrosodi-N-Propylamine	621-64-7	NS	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
n-Nitrosodiphenylamine	86-30-6	50	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Pentachlorophenol	87-86-5	1	ug/l	<0.192 U	<0.192 U	<0.192 U	<0.192 U
Phenanthrene	85-01-8	50	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Phenol	108-95-2	1	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U
Pyrene	129-00-0	50	ug/l	<0.0385 U	<0.0385 U	<0.0385 U	<0.0385 U
Pyridine	110-86-1	50	ug/l	<1.92 U	<1.92 U	<1.92 U	<1.92 U

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Analyte	CAS Number	NYSDEC SGVs	Location	LTW-1	LTW-2	LTW-3	LTW-3
			Sample Name	017_LTW-1_082318	019_LTW-2_082318	015_LTW-3_082318	016_DUP-2_082318
			Sample Date	08/23/2018	08/23/2018	08/23/2018	08/23/2018
			Unit	Result	Result	Result	Result
Metals							
Aluminum	7429-90-5	NS	ug/l	233	194	121	134
Antimony	7440-36-0	3	ug/l	<1 U	<1 U	<1 U	<1 U
Arsenic	7440-38-2	25	ug/l	<1 U	<1 U	<1 U	<1 U
Barium	7440-39-3	1000	ug/l	156	130	173	173
Beryllium	7440-41-7	3	ug/l	<1 U	<1 U	<1 U	<1 U
Cadmium	7440-43-9	5	ug/l	<1 U	<1 U	<1 U	<1 U
Calcium	7440-70-2	NS	ug/l	61,600	108,000	104,000	104,000
Chromium, Hexavalent	18540-29-9	50	ug/l	<25 U	<10 U	<10 U	<10 U
Chromium, Total	7440-47-3	NS	ug/l	9.34	7.05	<5.56 U	<5.56 U
Cobalt	7440-48-4	NS	ug/l	<5.56 U	<5.56 U	<5.56 U	<5.56 U
Copper	7440-50-8	200	ug/l	7.23	7.12	7.06	6.51
Iron	7439-89-6	300	ug/l	363 B	450 B	827 B	765 B
Lead	7439-92-1	25	ug/l	<5.56 U	<5.56 U	<5.56 U	<5.56 U
Magnesium	7439-95-4	35000	ug/l	20,300	33,200	32,200	31,800
Manganese	7439-96-5	300	ug/l	214	396	1,230	1,220
Mercury	7439-97-6	0.7	ug/l	<0.2 U	<0.2 U	<0.2 U	<0.2 U
Nickel	7440-02-0	100	ug/l	<5.56 U	<5.56 U	<5.56 U	<5.56 U
Potassium	7440-09-7	NS	ug/l	9,520	9,160	10,200	10,000
Selenium	7782-49-2	10	ug/l	5.64	10.4	3.47	4.86
Silver	7440-22-4	50	ug/l	<5.56 U	<5.56 U	<5.56 U	<5.56 U
Sodium	7440-23-5	20000	ug/l	370,000	160,000	188,000	184,000
Thallium	7440-28-0	0.5	ug/l	<1 U	<1 U	<1 U	<1 U
Vanadium	7440-62-2	NS	ug/l	<11.1 U	<11.1 U	<11.1 U	<11.1 U
Zinc	7440-66-6	2000	ug/l	<16.7 U	<16.7 U	<16.7 U	<16.7 U

Table E-2
Brownfield Cleanup Program Application
Groundwater Sample Analytical Results

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Notes:

CAS - Chemical Abstract Service

NS - No standard

ug/l - microgram per liter

NA - Not analyzed

RL - Reporting limit

<RL - Not detected

Groundwater sample analytical results are compared to the New York State Department of Environmental Conservation (NYSDEC) Title 6 Codes, Rules, and Regulations (NYCRR) Part 703.5 and the NYSDEC Technical and Operation Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards and Guidance Values for Class GA Water and published addenda (herein collectively referenced as "NYSDEC SGVs").

Qualifiers:

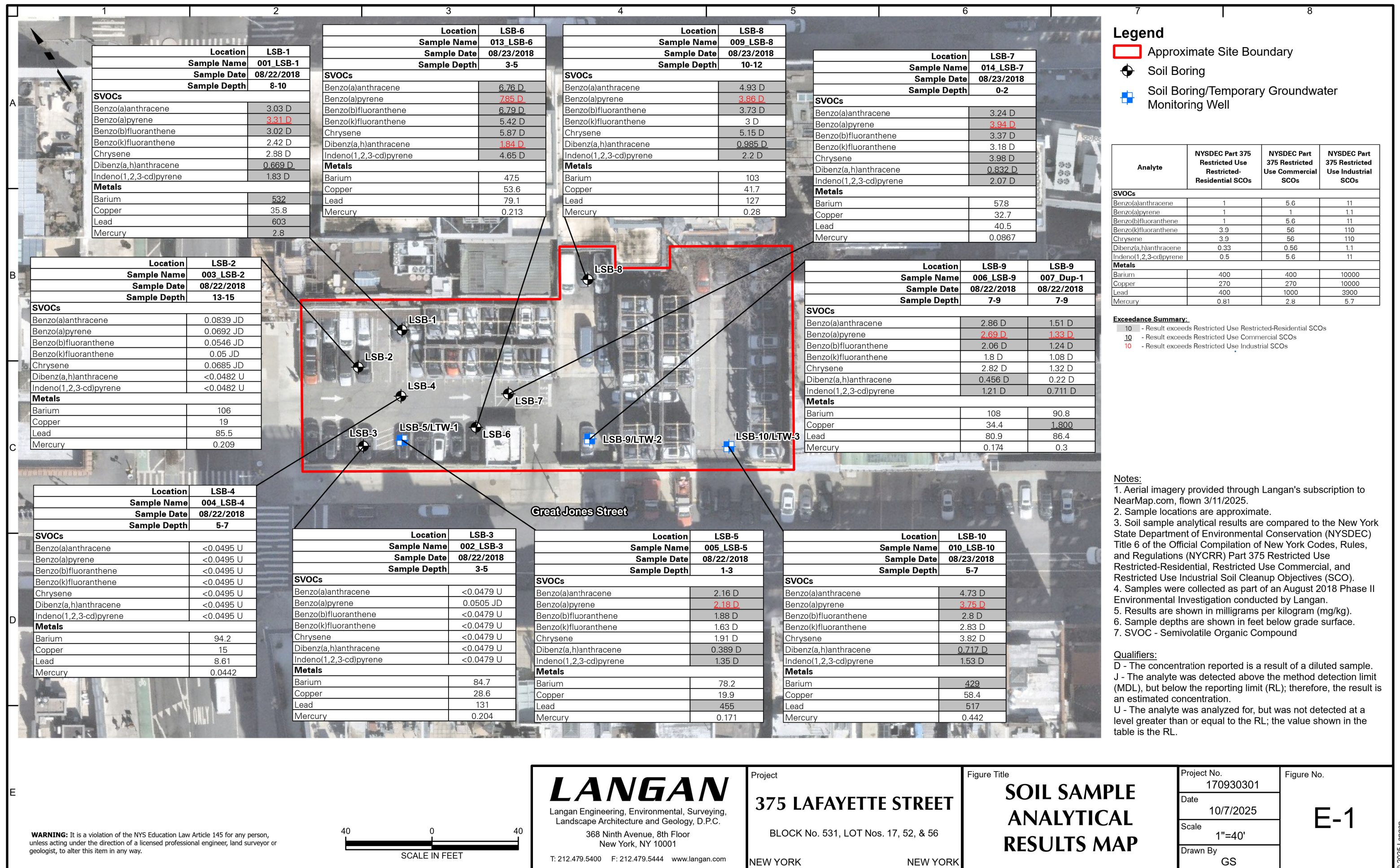
J - The analyte was detected above the method detection limit (MDL), but below the RL; therefore, the result is an estimated concentration.

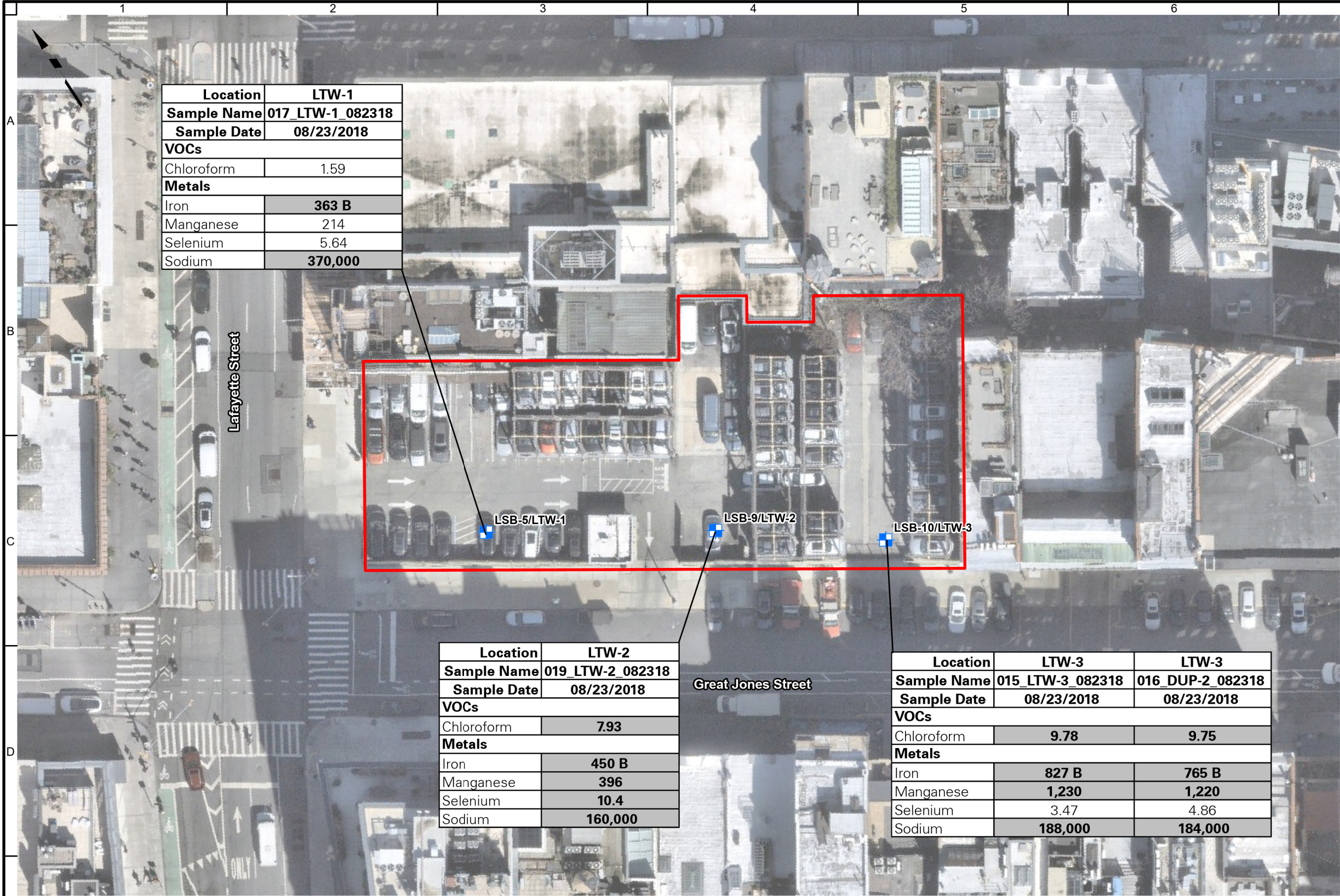
U - The analyte was analyzed for, but was not detected at a level greater than or equal to the RL; the value shown in the table is the RL.

B - The analyte was found in the associated analysis batch blank.

Exceedance Summary:

10 - Result exceeds NYSDEC SGVs





Legend

Approximate Site Boundary

Soil Boring/Temporary Groundwater Monitoring Well

Analyte	NYSDEC SGVs
VOCs	
Chloroform	7
Metals	
Iron	300
Manganese	300
Selenium	10
Sodium	20,000

Exceedance Summary:

10 - Result exceeds NYSDEC SGVs

Notes:

1. Aerial imagery provided through Langan's subscription to NearMap.com, flown 3/11/2025.

2. Sample locations are approximate.

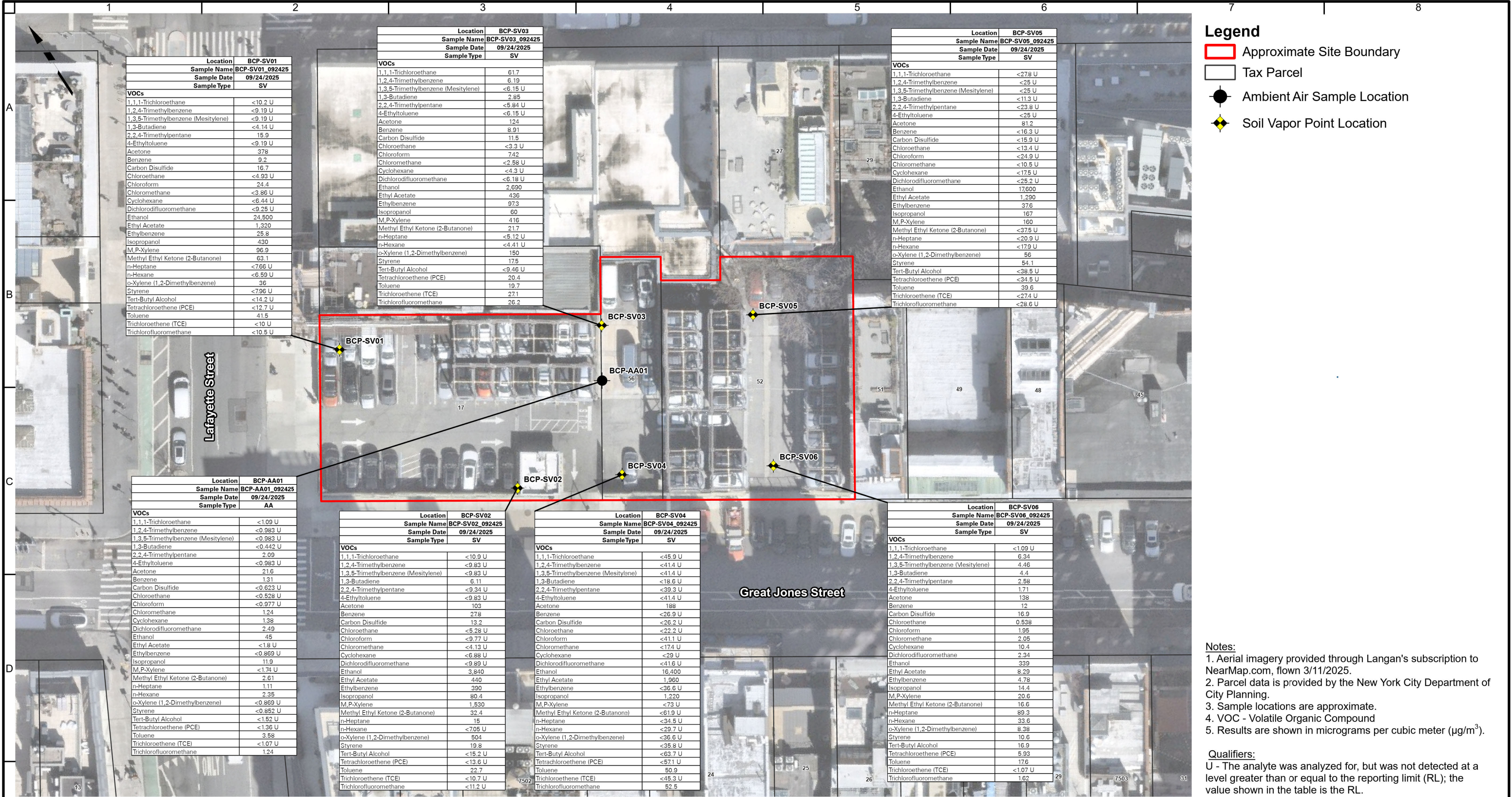
3. Groundwater sample analytical results are compared to the New York State Department of Environmental Conservation (NYSDEC) Title 6 Codes, Rules, and Regulations (NYCRR) Part 703.5 and the NYSDEC Technical and Operation Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards and Guidance Values for Class GA Water and published addenda (herein collectively referenced as "NYSDEC SGVs").

4. Samples were collected as part of an August 2018 Phase II Environmental Investigation conducted by Langan.

5. Results are shown in micrograms per liter (µg/L).

Qualifiers:

B - The analyte was found in the associated analysis batch blank.



ATTACHMENT F

SECTION VII: REQUESTOR INFORMATION

The Requestor, 375 Lafayette Ground Lessee LLC, is a Delaware foreign limited liability company authorized to transact business in New York and the developer of the proposed Brownfield Cleanup Program (BCP) property located at 375 Lafayette Street in New York, New York, and is identified on the Manhattan Borough Tax Map as Block 531, Lots 17, 52, and 56 (herein referred to as “the site”). A copy of the New York State Department of State Division of Corporations entity information for 375 Lafayette Ground Lessee LLC (herein referred to as the “Requestor”) is included with this attachment.

On June 12, 2025, the Requestor entered into a 99-year ground lease agreement with the current owners, 375 Lafayette Street Properties, LP and SP Great Jones, LLC. There is no other relationship between the Requestor or any of the Requestor’s corporate members with the current owners other than that of owner and tenant pursuant to the June 12, 2025 ground lease. Further, there is no relationship between the Requestor or any of the Requestor’s corporate members and any prior owner or operator of the BCP site. A copy of the ground lease is included in Attachment G.

The Requestor certifies it is a Volunteer per Environmental Conservation Law (ECL) § 27-1405(1). A letter from the current owners (375 Lafayette Street Properties, LP and SP Great Jones, LLC) indicating that they have granted site access to the Requestor throughout the course of the BCP is included in Attachment G.

The members of 375 Lafayette Ground Lessee LLC include:

- 375 Lafayette Mezz LLC
- 375 Lafayette Holdings LLC
- 375 Lafayette GP LLC
- 375 Sponsor LLC
- 375L M02 LLC
- 375L Sponsor Investors LLC
- Edward J. Minskoff and Others



Department of State

Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details



ENTITY NAME: 375 LAFAYETTE GROUND LESSEE LLC

DOS ID: 7617069

FOREIGN LEGAL NAME: 375 LAFAYETTE GROUND LESSEE LLC

FICTITIOUS NAME:

ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 05/20/2025

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 05/20/2025

INACTIVE DATE:

FOREIGN FORMATION DATE: 05/19/2025

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 05/31/2027

JURISDICTION: DELAWARE, UNITED STATES

NFP CATEGORY:

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O C T CORPORATION SYSTEM

Address: 28 LIBERTY STREET, NEW YORK, NY, UNITED STATES, 10005

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY STREET, NEW YORK, NY, 10005

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

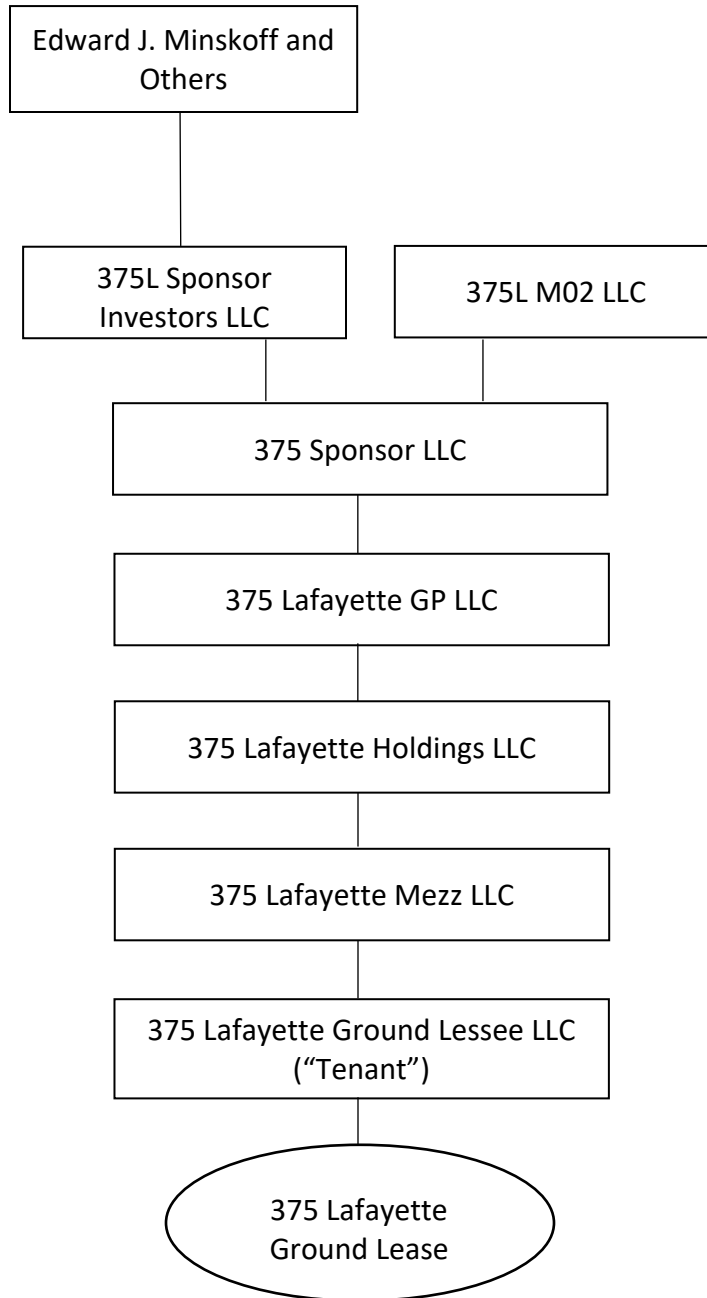
Share Value

Number Of Shares

Value Per Share

[Agencies](#)[App Directory](#)[Counties](#)[Events](#)[Programs](#)[Services](#)

375 LAFAYETTE



ATTACHMENT G

SECTION X: REQUESTOR ELIGIBILITY INFORMATION

Item 13 - Requestor Eligibility Statement

375 Lafayette Ground Lessee LLC is properly designated as a Volunteer because its liability arises solely from the recent involvement as a potential developer and future long-term lessee of the property. There is no fact pattern of any contribution to or exacerbation of site conditions during the time of the Requestor's involvement with the site and neither is there nor has there ever been any relationship with any previous owner or operator of the BCP site.

The Requestor is a Delaware foreign limited liability company authorized to transact business in New York. On June 12, 2025, the Requestor entered into a 99-year ground lease with the current site owners (375 Lafayette Street Properties, LP and SP Great Jones, LLC). A copy of the ground lease is included in this attachment. As part of its due diligence effort, the Requestor completed a Phase I Environmental Site Assessment (ESA) at the site. The Phase I ESA identified recognized environmental conditions (REC) indicating subsurface contamination at concentrations exceeding the applicable criteria for the intended future use of the site. Based on this information, the Requestor is applying to the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) to further investigate and to remediate the site to be redeveloped for its intended use as residential including affordable housing. The Requestor has taken appropriate care with respect to current site conditions to prevent any threatened future release, and to prevent or limit human, environmental or natural resource exposures to any previously released contamination. Furthermore, the Requestor is prepared to undertake all necessary investigation and remediation required to address the identified site contamination. As such, the Requestor qualifies as a Volunteer pursuant to Environmental Conservation Law (ECL) § 27-1405(1).

Item 14 - Requestor Relationship to Property

The Requestor has entered into a 99-year ground lease agreement with the current owners, 375 Lafayette Street Properties, LP and SP Great Jones, LLC. There is no other relationship between the Requestor's corporate members and the current owners other than that of owner and tenant. A letter from the current owners, indicating that they have granted site access to the Requestor, is included in this attachment.

GROUND LEASE

BETWEEN

375 LAFAYETTE STREET PROPERTIES, L.P., a Delaware limited partnership, successor
by merger to 375 Lafayette Street Properties, LLC, a New York limited liability company

AND

SP GREAT JONES LLC, a New York limited liability company

Together, as Landlord

AND

375 LAFAYETTE GROUND LESSEE LLC, a Delaware limited liability company,

as Tenant

FOR PREMISES LOCATED AT:

375 Lafayette Street, 30 Great Jones Street, and 32-38 Great Jones Street
New York, New York 10003

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EXHIBITS

GROUND LEASE

This **GROUND LEASE** (the “**Lease**”) is entered into as of June 12, 2025 (the “**Signing Date**”), between:

- **375 LAFAYETTE STREET PROPERTIES, L.P.**, a Delaware limited partnership (“**Primary Landlord**”), successor by merger to 375 Lafayette Street Properties, LLC, a New York limited liability company and **SP GREAT JONES LLC** a New York limited liability company and wholly owned subsidiary of Primary Landlord (“**Secondary Landlord**”; with Primary Landlord, “**Landlord**”); and
- **375 LAFAYETTE GROUND LESSEE LLC**, a Delaware limited liability company (“**Tenant**”).

Capitalized terms used in this Lease are: (i) in many cases defined in the Definitions Section below (i.e., Article 46); (ii) in some cases defined after first usage; and (iii) listed in the Index of Defined Terms after the signatures.

PREAMBLE

The parties enter into this Lease based on these understandings, none constituting representations or warranties:

A. *Premises.* At the Signing Date, Landlord owns this real and other property located in New York City (the “**City**”) and all rights and interests appurtenant to that property including use of alleys, common areas, rights of way and the like (all, collectively, the “**Premises**”): (i) the land described in **Exhibit A** (the “**Land**”) part of which Secondary Landlord owns at the Signing Date; (ii) all buildings, structures, and other improvements, including site improvements and appurtenances, located on the Land from time to time or otherwise described in this Lease as part of the Premises (the “**Building**”); (iii) all right, title, and interest of Landlord, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land and all sidewalks and passageways abutting the Land; (iv) all appurtenances to the Land, including easements benefitting and Development Rights appurtenant to the Land; (v) any strips or gores adjoining the Land; (vi) to the extent transferable, all Applications and Approvals; and (vii) all Building Equipment.

B. *Leasing.* Landlord desires to lease the entire Premises to Tenant and Tenant desires to lease the entire Premises from Landlord.

C. *Rights and Obligations.* The parties desire to enter into this Lease to define their rights and obligations to each other regarding the Premises.

D. *L/C.* On the Signing Date, Tenant deposited with Landlord one letter of credit in the amount of \$10,403,000.00 to secure Tenant’s performance and observance of Tenant’s obligations under this Lease as this Lease provides (the “**L/C**”). A copy of the L/C is attached as **Exhibit B**.

E. *Guaranty.* On the Signing Date, Edward J. Minskoff, an individual (“**Guarantor**”) signed and delivered to Landlord a guaranty of completion (the “**Completion Guaranty**”) in favor of

Landlord. A copy of the Completion Guaranty appears as **Exhibit C**. If Tenant delivers a replacement or substitute for the Completion Guaranty in accordance with this Lease, then the term “**Completion Guaranty**” means that replacement or substitute in substantially the same form.

F. *Additional Documents*. On or about the Signing Date, the parties are signing, acknowledging, and exchanging these items: (i) a recordable memorandum of lease in ordinary and customary form referring to this Lease (“**Lease Memo**”); and (ii) completed Transfer Tax returns, affidavits, and other documents necessary to record the Lease Memo showing zero consideration (pending occurrence of the Commencement Date). The parties are arranging to promptly record the Lease Memo. Landlord is causing all existing Fee Mortgagees to subordinate of record their Fee Mortgages to the Lease Memo and this Lease.

NOW THEREFORE, for good and valuable consideration, receipt of which both parties acknowledge, Landlord leases and demises the Premises to Tenant, and Tenant takes and hires the Premises from Landlord, subject only to Permitted Exceptions, for the Term, as this Lease states.

1. TERM

The term of this Lease (the “**Term**”): (i) commences on the Signing Date; and (ii) unless terminated sooner, continues through to 11:59 p.m. on the last day of the 99th Lease Year (the “**Scheduled Expiration Date**”). If the Signing Date is not the first day of a Lease Year, then from the Signing Date through the day before the first Lease Year begins, the parties shall have all the same rights and obligations, including on Rent, that they do in the first full Lease Year, all Prorated. If the Expiration Date is not the last day of a Lease Year, then from the day after the last full Lease Year through the Expiration Date the parties shall have all the same rights and obligations, including on Rent, that they do in the last full Lease Year, all Prorated.

2. EARLY TERMINATION

2.1. *Early Termination Option*. Provided that Tenant has not delivered a Construction Commencement Notice, and only if, on or before the date that is 24 months after the Signing Date (the “**Early Termination Deadline**”), either (x) the maximum size of the Building which the New York City Landmarks Preservation Commission (“**LPC**”) allows to be constructed on the Premises does not permit the use of at least 190,000 square feet of ZFA; or (y) LPC fails to make a final determination of its views regarding the maximum size of the Building which may be constructed on the Premises, then, in the case of (x) or (y), Tenant shall have a one-time right to terminate this Lease (the “**Early Termination Option**”) in accordance with this Section. Tenant shall exercise commercially reasonable and reasonably diligent efforts, consistent with Law, to submit to LPC the application(s) and supporting materials for the development of a Building the size of which permits the use of at least 190,000 square feet of ZFA. Tenant shall thereafter diligently and in good faith pursue such application(s) with LPC to seek approval for such a Building. Tenant shall not, however, be required to make any changes to the Initial Development requested or required by LPC that would (a) reduce the permitted bulk of the Initial Development below 190,000 square feet of ZFA or (b) result in the Initial Development having finished floor to finished ceiling heights that are less than nine feet for any residential apartments in the Initial Development. Tenant may exercise the Early Termination Option only

on or before the date that is 10 days after the Early Termination Deadline (or the next Business Day if such 10th day is not a Business Day), and only by delivering to Landlord, before Tenant has given Landlord a Construction Commencement Notice, a Notice (an “**Early Termination Notice**”) of Tenant’s election to exercise the Early Termination Option, including the proposed Lease termination date (the “**Early Termination Date**”), which must not be later than 30 days after Tenant gives the Early Termination Notice. Notwithstanding Tenant’s election to exercise the Early Termination Option under this paragraph, this Lease shall not terminate, the Early Termination Date shall not occur, and Tenant shall remain liable for all obligations under this Lease for the Term unless and until all these conditions have been satisfied on or before the date that is or would have been the Early Termination Date: (i) Tenant has, in compliance with this paragraph, timely delivered the Early Termination Notice; (ii) Tenant shall have paid Landlord the Early Termination Payment as compensation for Tenant’s early termination of this Lease; (iii) no monetary or material Default exists at the Early Termination Date, except (x) any Default caused by Landlord or its Affiliates (and their managers) and (y) any Default related to Tenant’s failure to commence any Construction required under this Lease or to satisfy the Major Construction Conditions for Initial Development); (iv) Tenant has satisfied the Early Termination Additional Conditions; (v) Tenant has not given a Construction Commencement Notice or commenced any Construction on the Land; and (vi) Tenant has surrendered possession of the Premises to Landlord in the condition and manner described in Article 38, to the extent applicable, including terminating the Memorandum of Lease and releasing it of record. If Tenant timely satisfies all conditions under this Section, then, effective as of the Early Termination Date, this Lease and the Completion Guaranty shall terminate; Landlord shall cooperate to release and terminate the L/C; and thereafter the parties shall have no further obligations to each other except for those which expressly survive the expiration of this Lease (as detailed under this Lease). The “**Early Termination Payment**” means a payment equal to \$7,000,000. In place of terminating this Lease, Landlord may require Tenant to assign this Lease, Tenant’s Leasehold Estate, and the Memorandum of Lease, all without consideration and without recourse, to an assignee designated by Landlord. The “**Early Termination Additional Conditions**” means the following:

2.1.1. *Approvals.* Tenant has assigned to Landlord all Approvals, and Tenant’s rights under any such Approvals, procured for the Initial Development (but only to the extent they exist and are actually assignable without payment);

2.1.2. *Contracts.* Tenant has given Landlord a copy of (and, at Landlord’s option, assigned to Landlord to the extent assignable, with any required counterparty consents) all of Tenant’s contracts and agreements, if any, directly with third-party contractors, project managers, architects, and other providers of services or materials to Tenant, in connection with Initial Development; and

2.1.3. *Plans and Specifications.* Tenant has given Landlord a copy of all Plans and Specifications previously prepared, if any, in connection with the Initial Development (though if Tenant has previously given these to Landlord, they shall not be deemed a part of the Early Termination Additional Conditions).

3. RENT

3.1. *Base Rent.* Subject to any Base Rent Abatement, Tenant shall pay Landlord, without Notice or demand, in lawful money of the United States, a net annual rental (as changed from time to time under the terms of this Lease, the “**Base Rent**”), as follows: (a) for the first Lease Year, Tenant shall pay annual Base Rent of \$5,150,000; and (b) on the first Anniversary Date, and on each Anniversary Date after that, Base Rent (as previously increased) shall increase (each such increase, a “**Rent Bump**”) by an amount equal to the Rent Bump Percentage times the previous Lease Year’s Base Rent (as previously increased, including any increase as a result of a Base Rent Reset). Rent Bumps shall be calculated as if no Base Rent Abatement occurred. From and after the Initial Development Commencement Date, Landlord shall: (a) consent to reductions of the L/C from time to time, as Tenant pays Base Rent as it becomes due and payable or (b) only if the L/C allows (and Tenant requests) it, draw upon the L/C from time to time to fund those payments of Base Rent as they become due and payable (those reductions or draws on the L/C, the “**Base Rent L/C Reductions**”). Tenant’s obligations to make payments of Base Rent are subject to the Base Rent Abatement below.

3.2. *Base Rent Abatement.* Tenant shall be entitled to an abatement of Base Rent otherwise payable under this Lease, as follows (collectively, the “**Base Rent Abatement**”):

- 100% abatement of Base Rent from Signing Date through May 31, 2026;
- 75% abatement of Base Rent from June 1, 2026, through May 31, 2027;
- 50% abatement of Base Rent from June 1, 2027, through May 31, 2028; and
- 25% abatement of Base Rent from June 1, 2028, through May 31, 2029.

3.3. *Base Rent Resets.* On each Reset Date, annual Base Rent, as in effect in the Lease Year immediately before that Reset Date, shall be reset (each, a “**Reset**” or “**Base Rent Reset**”) to become the greatest of: (i) annual Base Rent, as in effect in the Lease Year immediately before that Reset Date, subject to the regular Rent Bump for that Anniversary Date; (ii) the product of Base Rent in the Lease Year that began on the Reset Reference Date times the quotient, expressed as a percentage, of: (1) Current CPI; divided by (2) Reset Reference CPI; and (iii) if at any time a Revaluation Trigger has occurred, then 6% times Land Value.

3.4. *Definitions.* These definitions apply in this Article:

3.4.1. *Current CPI.* The “**Current CPI**” means, for any Reset Date, the CPI last published one month before that date.

3.4.2. *Land Value.* The “**Land Value**” shall be defined and determined in accordance with the Article of this Lease captioned “Determination of Land Value.”

3.4.3. *Rent Bump Percentage.* The “**Rent Bump Percentage**” means: (a) on each Anniversary Date before the first Reset Date, 2%; and (b) on each later Anniversary Date, 3%.

3.4.4. *Reset Date.* Each of these is a “**Reset Date**”: (a) the 25th, 45th, 65th, and 85th Anniversary Dates; and (b) the date one year after Substantial Completion of any Construction that results from a Revaluation Trigger.

3.4.5. *Reset Reference CPI.* The “**Reset Reference CPI**” means, for any Reset Reference Date, the CPI last published one month before that Reset Reference Date.

3.4.6. *Reset Reference Date.* The “**Reset Reference Date**” for each Reset Date means: (i) for the first Reset Date, the Signing Date; and (ii) otherwise, the previous Reset Date.

3.4.7. *Revaluation Trigger.* A “**Revaluation Trigger**” shall be deemed to have occurred only if Tenant has achieved Substantial Completion of any Construction of ZFA that either: (a) exceeds the maximum ZFA permitted as of the Signing Date, as limited by LPC; or (b) causes the Building to no longer constitute a Multifamily Rental Building.

3.4.8. *Substantial Completion.* “**Substantial Completion**” of any Construction means issuance of the first TCO affecting any of that Construction.

4. DETERMINATION OF LAND VALUE

4.1. *Definition.* “**Land Value**” means, on each Reset Date following the occurrence of a Revaluation Trigger, the fair market value of the Land at that Reset Date, determined in accordance with the process set forth in this Article. The determination of Land Value shall take into account these considerations:

4.1.1. *Effect of Revaluation Trigger.* Land Value shall assume the Land is available for development to its highest and best lawful use under Development Law as it then exists.

4.1.2. *Occupancy.* Land Value shall assume the Land is vacant and clear of any structures or excavations; contains no other real property; and is free and clear of all leases and occupancies, including this Lease, and is unencumbered by this Lease.

4.1.3. *Violations of Lease.* Land Value shall disregard any diminution in Land Value caused by Tenant’s violation of this Lease.

4.1.4. *ZFA Reduction.* If (a) ZFA of the Land has decreased as a result of any Loss after which Tenant cannot legally Restore the full ZFA that existed before the Loss; and (b) Landlord has received Loss Proceeds attributable to that Loss to the extent this Lease requires (plus an amount equal to any Loss Proceeds that were used to Restore), then Land Value shall be reduced to reflect that reduction in ZFA.

4.1.5. *Other.* Land Value shall otherwise be determined in accordance with prevailing standards of appraisal practice at the time of determination and all other relevant factors taking into account the foregoing, whether favorable to Landlord or Tenant.

4.2. *Agreement.* The parties shall endeavor to agree on Land Value at least 12 months before each applicable Reset Date (as applicable, a “**Determination Deadline**”). If they do not agree on Land Value by any Determination Deadline, then the parties shall determine Land Value as follows:

4.2.1. *Exchange of Proposals.* Each party shall, 10 Business Days after the Determination Deadline, simultaneously deliver to the other Notice of that party's proposed Land Value, with information and supporting materials as each party deems appropriate (a "**Land Value Proposal**"), which exchange shall take place at the Premises (or such other location mutually agreed to in advance by Landlord and Tenant) at a mutually agreeable time on such day. If the proposed Land Values differ by less than 5.0% of the average of the two Land Values, then that average shall constitute Land Value with no further proceedings.

4.2.2. *Failure to Submit.* If one party fails to deliver a timely Land Value Proposal, then the submission and exchange of proposals shall be deferred by an additional 10 Business Days and the party that was ready to proceed shall give the other party Notice of that deferral. That Notice shall state in all capital letters "**THE FAILURE TO TIMELY MAKE A LAND VALUE PROPOSAL SHALL RESULT IN FORFEITURE OF THE RIGHT TO MAKE A LAND VALUE PROPOSAL,**" and state the consequences of not making a timely proposal, at the required location, by the end of that second 10 Business Day period. If, after delivery of that Notice, a party still fails to make a timely proposal (and provided the other party timely submits its Land Value Proposal), then the other party's proposal shall automatically be deemed to establish Land Value for the Reset Date at issue.

4.2.3. *Appraiser Selection and Determination.* If the parties' proposed Land Values differ by 5.0% or more of the average of the two proposed Land Values, and the parties are still unable to agree on Land Value within 10 days after exchange of Land Value Proposals, then the parties shall jointly designate an Appraiser, who must be Disinterested. The parties shall equally share the Appraiser's costs and fees. If the parties cannot jointly agree on an Appraiser within 15 days after either party requests the other to do so, then JAMS shall designate the Appraiser by Expedited Arbitration. The Appraiser shall promptly hold hearings and allow each party and its counsel to present such further information, documents, and expert witness testimony as it wishes, to support its Land Value Proposal. Within 60 days after the Appraiser's designation, the Appraiser shall select as Land Value either Landlord's Land Value Proposal or Tenant's Land Value Proposal, whichever the Appraiser believes is closer to correct Land Value. The Appraiser shall have no authority to determine any other Land Value.

4.3. *Implementation.* The Land Value the Appraiser determines shall be the Land Value for the applicable Reset Date. The parties shall, on request by either, promptly confirm in writing Land Value as finally agreed or determined. If Land Value has not been resolved as of the Reset Date, then Tenant shall pay Base Rent equal to the Base Rent payable as if Land Value were the average of Landlord's and Tenant's proposed Land Values. The parties shall promptly make any necessary adjusting payments, without interest, when Land Value has been determined.

5. RENT PAYMENT

5.1. *Base Rent.* Tenant shall pay Base Rent monthly in advance on the first day of each calendar month in the Term, in equal monthly installments. Starting on the effective date of each change or (re)determination of Base Rent under this Lease, Tenant shall pay monthly Base Rent as changed or (re)determined, continuing through: (i) the day before the effective date of the next change or (re)determination of Base Rent, if any; or (ii) the Scheduled Expiration Date. Landlord need not provide Base Rent invoices, except for the first Base Rent payment after each Rent Bump or Reset. Base Rent for partial periods shall be Prorated.

5.2. *Additional Rent.* In addition to Base Rent, Tenant shall pay all Additional Rent due Landlord, within 30 days after Landlord gives Tenant an invoice (except where this Lease specifies some other payment date). The parties shall promptly correct errors in calculation or payment of Additional Rent to Landlord.

5.3. *Means of Payment.* Tenant shall pay all Rent payable to Landlord either by: (a) electronic funds transfer through the Automated Clearing House system (or Federal Reserve System wire transfer or any future system or method that may become available) to such account as Landlord designates from time to time by reasonable Notice; or (b) check, subject to collection, drawn on a bank that clears through the Clearing House, at Landlord's address for Notices or to such other person or at such other place as Landlord reasonably designates from time to time with reasonable Notice. Landlord's wire transfer instructions as of the Signing Date are attached as **Exhibit D**.

5.4. *No Offsets.* Except as this Lease expressly allows or nonwaivable Law requires, Tenant shall pay all Rent, and perform all Lease obligations, without Offset, including Offset for any: (i) Loss or Government action; (ii) change in Law; (iii) interference with Tenant's enjoyment, occupancy, or use of the Premises from any cause; (iv) act, default, or omission by Landlord or a Landlord Constituent; (v) impossibility or illegality; (vi) circumstance, condition, characteristic, or deficiency of the Premises; or (vii) lack of, or conditions attached to, any Approval. Nothing in this paragraph prevents Tenant from obtaining, docketing (subject to all prior matters), and enforcing a judgment against Landlord based on any claim against Landlord that Tenant does not release in this Lease.

5.5. *Rent Regulation Period.* In any period when any Rent payable under this Lease is or becomes uncollectible, reduced, or required to be refunded because of any Rent Regulation, Tenant shall enter into any agreement(s) and take any other steps that Landlord reasonably requires and are legally permissible to allow Landlord to collect the actual Rent due under this Lease but for such Rent Regulation that, from time to time, while Rent Regulation remains effective, may be legally permissible, not to exceed the amounts due under this Lease. After any Rent Regulation ends, if permitted by Law: (i) Rent under this Lease shall become and afterward be payable in accordance with this Lease; and (ii) Tenant shall promptly pay in full to Landlord an amount equal to the excess, if any, of the following for the period while Rent Regulation applied (which excess shall be paid in four equal monthly installments following the date such Rent Regulation is no longer effective): (a) the Rent this Lease required Tenant to pay during such period that the Rent Regulation was in effect; less (b) the Rent Tenant actually paid during such period that the Rent Regulation was in effect. Any disputes about the parties' rights and obligations under this paragraph shall be resolved through Expedited Arbitration. The arbitrator shall have authority to issue a monetary award in any dispute arising under this paragraph. The parties consent to entry of judgment based on that award. Nothing in this paragraph relates to any Rent Regulation of residential rent that residential Subtenants pay Tenant.

6. LETTER OF CREDIT (L/C)

6.1. *L/C Delivery.* On the Signing Date, Tenant has delivered the L/C to Landlord to secure Tenant's performance and observance of Tenant's obligations under this Lease. Until this Lease requires Landlord to return the L/C to Tenant, Landlord may deduct and retain from the L/C, all in such order of priority as Landlord determines in its sole and absolute discretion: (i) any Rent

Tenant fails to pay when due; and (ii) all sums, including damages, holdover rent, use and occupancy charges, and Landlord's Costs, this Lease or Law requires Tenant to pay or reimburse because of Tenant's Default or Event of Default.

6.2. *Form of L/C.* The L/C shall consist of an irrevocable standby letter of credit in the amount this Lease requires from time to time (if at all), issued by a Clearing House owner bank ("**L/C Issuer**"), in a form reasonably satisfactory to Landlord, permitting Landlord to draw (in whole or in partial draws from time to time) if and when this Lease allows Landlord to draw. The L/C shall: (a) permit Landlord to draw upon presentation of: (i) the original L/C and any amendments, (ii) a signed sight draft; and (iii) no other evidence of authority, certificate, or documentation; (b) have an initial term of one year with automatic renewal terms; and (c) require L/C Issuer to deliver to Landlord a replacement of the original L/C (with provisions identical to the original), if the original has been lost, stolen, mutilated or destroyed. In the case of any such loss, theft, or destruction of any L/C, L/C Issuer shall deliver a replacement in accordance with clause "c" of this paragraph upon Landlord's delivery to L/C Issuer of Landlord's certificate, and, if L/C Issuer requires, commercially reasonable security such as a bond or other commercially reasonable security that L/C Issuer reasonably requires. Tenant shall pay all L/C Issuer fees for issuing, amending, extending, replacing, or accommodating any transfer of an L/C, but Landlord shall be solely responsible for Landlord's Legal Costs in connection with issuing, amending, extending, replacing, or accommodating any transfer of an L/C.

6.3. *Transfer.* If Landlord Transfers Landlord's interest in the Premises, then Landlord shall Notify Tenant of Landlord's Transfer and the new Landlord's name and address, with a copy of the new Landlord's written assumption of responsibility for the L/C. When the Transferor Landlord has done so, the Transferor Landlord shall no longer be responsible for the L/C.

6.4. *L/C Procedures.* These procedures apply to any L/C Tenant delivers to Landlord.

6.4.1. *Drawing Conditions, Procedures.* Landlord may draw on the L/C, and hold and apply the proceeds as provided in this Lease if:

6.4.1.1. *Event of Default.* An uncured Event of Default exists;

6.4.1.2. *Pending Expiry.* As of the date 45 days before the expiry date of the L/C (even if that scheduled expiry date will occur after the Expiration Date) Tenant has not delivered to Landlord an amendment or replacement for the L/C, reasonably satisfactory to Landlord, extending the expiry date to the earlier of: (a) 60 days after the then-current Expiration Date of this Lease; or (b) one year after the then-current L/C expiry date; provided, however, that Landlord shall not draw on the existing L/C (pursuant to this subparagraph) until the date that is 30 days before the expiry date of the existing L/C, as that expiry date has been extended (if so extended) pursuant to clause (a) or clause (b);

6.4.1.3. *Office Cessation.* L/C Issuer ceases, or announces that it will cease, to maintain an office in the continental United States where Landlord may present drafts under the L/C, and within 30 days Tenant has not delivered to Landlord a replacement for the L/C, reasonably satisfactory to Landlord, issued by an L/C Issuer;

6.4.1.4. *Shutdown.* L/C Issuer has been seized, shut down, or taken over by any Government or is the subject of any liquidation proceeding, unless a successor Institution has assumed all obligations under the L/C and would itself qualify as an L/C Issuer;

6.4.1.5. *Credit Party Insolvency.* Any Credit Party Insolvency Proceeding exists; or

6.4.1.6. *Other.* This Lease otherwise expressly permits Landlord to draw the L/C.

6.4.2. *Changes in L/C.* If Landlord Transfers the Fee Estate or changes Landlord's address, then Tenant shall, at no cost to Tenant, within 10 Business Days after Landlord's request, request from the L/C Issuer (and, if L/C Issuer requires, Landlord shall consent to) an L/C amendment naming Landlord's Transferee as substitute beneficiary or updating Landlord's address as Landlord requested and, within 30 days after Landlord's request, Tenant shall deliver such amendment.

6.4.3. *Restoration.* If Landlord draws upon the L/C because of a Tenant Default, then Tenant shall within five Business Days restore the L/C to its full amount before the draw. Tenant has no obligation, however, to restore the L/C on account of any Base Rent L/C Reductions.

7. NET NATURE OF LEASE

7.1. *Landlord's Net Return.* Except as this Lease states: (i) it constitutes an absolutely net lease; (ii) the Rent shall give Landlord an absolutely net return for the Term, free of any expenses or charges for the Premises; and (iii) subject to Tenant's Right of Contest, Tenant shall pay and discharge, before failure to pay creates a material risk of forfeiture or penalty (or, if earlier, as this Lease requires), every item of expense, of every kind whatsoever, whether foreseeable or unforeseeable and whether or not of a capital nature, related to or arising from the Premises, or by reason of or in any manner connected with or arising from the leasing, maintenance, management, occupancy, operation, ownership, repair, security, or use of, or Construction affecting, the Premises, or any condition or circumstance affecting the Premises, arising from and after the Commencement Date. Without limiting the previous sentence, from and after the Commencement Date, Tenant shall pay all Real Estate Taxes, insurance premiums, Utilities, charges under Permitted Exceptions, and payments Law requires for the Premises during the Term, subject to: (a) Proration for periods outside the Term; (b) the Net Return Exclusions below; and (c) Landlord's obligation to pay for such items prior to the Commencement Date. To the extent any of the Permitted Exceptions imposes any obligation or requires any action to be taken, Tenant shall pay for, perform, and/or comply with that obligation or take that action as that Permitted Exception requires.

7.2. *Net Return Exclusions.* Tenant shall have no obligation to pay any of these items payable, accrued, or incurred by Landlord (the "**Net Return Exclusions**"): (i) sums secured by Fee Mortgages or payments due under any Fee Mortgage or any loan document it secures, excluding any sums this Lease would require Tenant to pay, such as Real Estate Taxes, if no Fee Mortgage existed; (ii) amortization; brokerage commissions, except as this Lease states; depreciation of Landlord's basis; financing or refinancing costs; costs of any Transfer; or management fees, in each case relating to the Fee Estate; (iii) accounting, bank service charges, overhead, staff costs, tax preparation, travel, and other costs of Landlord's oversight of its investment in the Fee Estate; (iv) Landlord's Costs in or for any Proceeding in which Tenant

prevails; (v) costs arising from or under any instrument or agreement affecting the Premises (but not a Permitted Exception) to which Landlord is a party and Tenant is not; (vi) any costs related to the Premises (including Real Estate Taxes, insurance premiums, Utilities, periodic charges payable under Permitted Exceptions, and operating expenses), Prorated for any period before the Commencement Date or after the Scheduled Expiration Date, except that liability for anything related to Hazardous Substances is covered separately; (vii) Excluded Taxes; (viii) any other sum that this Lease otherwise expressly requires Landlord to pay; (ix) any liability arising from any personal injury, property damage, or other tort claim because of any event or occurrence at the Premises before the Commencement Date, but liability for Hazardous Substances is covered separately; (x) Real Estate Taxes, insurance premiums, Utilities, charges under Permitted Exceptions, and payments Law requires for the Premises prior to the Commencement Date; and (xi) fines, penalties, and interest caused by Landlord's failure to pay any of the preceding listed items.

8. REAL ESTATE TAXES

8.1. *Tenant's Obligation.* From and after the Commencement Date, Tenant shall discharge and pay all Real Estate Taxes when due and payable in the Term, subject to Tax Contests. Tenant shall within a reasonable time after Notice give Landlord reasonable proof of timely payment of Real Estate Taxes. If Tenant is, but the Premises are not, exempt from payment of Real Estate Taxes, that shall not limit Tenant's obligations on Real Estate Taxes. If the Commencement Date is not the first day of a tax year, or this Lease expires or terminates on a day that is not the last day of a tax year (unless because of an Event of Default), then the parties shall Prorate Real Estate Taxes based on the periods they cover. Tenant shall pay any Real Estate Taxes Prorated under the previous sentence to the extent attributable to periods in the Term to the extent Landlord has prepaid such amounts and provides evidence thereof to Tenant. Upon the expiration or termination of this Lease, except termination because of an Event of Default, the Real Estate Taxes for that tax year shall be Prorated between Landlord and Tenant based on the number of days of the Term within that tax year and, to the extent not already paid, shall be paid within 30 days after Landlord gives Tenant a bill for those Real Estate Taxes, subject to adjustment at the end of that tax year as provided above.

8.2. *Real Estate Taxes.* "**Real Estate Taxes**" means all general and special real estate taxes (including assessments; business improvement district payments; excises; fees, fines, and penalties; and all other charges by any Government); levies; payments in lieu of real estate taxes or under any arrangement with any Government in substitution or replacement for real estate taxes; revenue district or similar charges; charges imposed by any Government on account of energy usage or Utilities; and taxes on FF&E, in each of the foregoing cases whether general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind whatsoever that at any time before or in the Term and applicable to the Term or any part of it that are assessed, imposed on, levied, or become due and payable out of or in respect of, or charged for or become a lien on, the Premises, or the sidewalks or streets in front of or adjoining the Premises, or any vault, passageway, or space in, over, or under that sidewalk or street, or any other appurtenances of the Premises, or any FF&E, Building Equipment, or other facility used in its operation, or the rent or income received from it, or from its use or occupancy. Real Estate Taxes include any assessment, charge, levy, or tax on Rent (including commercial rent tax), even if Law requires Landlord to pay it. Real Estate Taxes include all interest, costs, penalties, and other liabilities relating to or

arising from any late or non- payment of any item constituting Real Estate Taxes. “**Real Estate Taxes**” do not, however, include any Excluded Taxes, all of which Landlord shall pay.

8.3. *Excluded Taxes.* “**Excluded Taxes**” means any: (i) business, capital levy, corporate, corporation franchise, estate, excess profits, franchise, gift, income, inheritance, license, profits, revenue, stamp, or succession tax or fee, or Transfer Tax, assessed against Landlord, including on account of creation of this Lease; (ii) mortgage recording taxes on any Fee Mortgage; (iii) Transfer Taxes arising from any Transfer affecting the Fee Estate or any Equity Interest in Landlord; (iv) Real Estate Taxes levied, assessed, or imposed to correct a miscalculation or misdetermination for any period before the Commencement Date, Prorated appropriately; and (v) interest, penalties, and other charges on the items in clauses (i) through (iv).

8.4. *New Taxes.* If any Government imposes on Landlord any new assessment, charge, imposition, levy, or tax that is, in each case, measured by or based on the Premises, the Rent, or any element of either (a “**New Tax**”), then that New Tax, or the appropriate part to the extent so measured or based, shall constitute Real Estate Taxes but only to the extent imposed or levied upon or assessed as a total or partial substitute for, or in lieu of, any other Real Estate Tax this Lease required Tenant to pay before the change. That calculation shall assume Landlord owns only the Premises.

8.5. *Installments and Prorations.* If Law allows, Tenant may pay Real Estate Taxes in installments, over the period for which the Real Estate Taxes are assessed. If any special assessments are payable over a period beyond the Scheduled Expiration Date, Real Estate Taxes shall be Prorated to include only payments covering periods through the Scheduled Expiration Date. Tenant shall not be responsible, and shall be entitled to receive from Landlord a contribution, for any installments of Real Estate Taxes (or special assessments) Prorated to the extent they cover periods after the Scheduled Expiration Date.

8.6. *Tax Contests.* Tenant may, at its option and cost, and in Landlord’s name if Law requires, take appropriate action to seek to reduce Real Estate Taxes (a “**Tax Contest**”) for any tax year in the Term. Landlord shall, without cost to Landlord, reasonably cooperate with any Tax Contest. Tenant shall Notify Landlord of any Tax Contest Tenant initiates. That Notice must include proof of filing. If Tenant’s Tax Contest defers the obligation to pay Real Estate Taxes, then (only if both (a) a Major Construction Period exists and (b) Tenant’s Construction Loan is not in default and does not include a sufficient line item for Real Estate Taxes, including those in dispute) Landlord may require reasonable security for payment of all sums that would be due if the Tax Contest failed, including interest and penalties. If Landlord requires reasonable security pursuant to the preceding sentence, and a Leasehold Mortgagee holds similar security (in at least a similar amount) for the outcome of the Tax Contest and has agreed to apply it only to pay the amount due pursuant to resolution of the Tax Contest before applying it for any other purpose, then Landlord shall not require separate security. If, at any time, payment of any amount is necessary to prevent the imminent (i.e., within 90 days) sale of any Real Estate Tax lien, or delivery of a tax deed of the Premises (all or part) for nonpayment of Real Estate Taxes due and payable by Tenant, then Tenant immediately shall pay or cause to be paid all sums claimed in time to prevent such imminent sale or delivery of deed, and if Tenant does not do so by the date that is 60 days before such event may occur, then Landlord may and Tenant shall promptly reimburse Landlord after demand (with reasonably detailed backup). When a Tax Contest ends, in or after the Term, Tenant shall, to the extent not previously paid in connection with such Tax

Contest, pay all Real Estate Taxes finally determined due and any related costs, interest, penalties, and other liabilities, Prorated for the Term. The previous sentence shall survive expiration or termination of this Lease. If an Event of Default exists, Landlord shall have the sole right, at Landlord's option, to undertake and prosecute a Tax Contest, provided that promptly after Tenant cures that Event of Default, Landlord shall assign the right to prosecute that Tax Contest to Tenant. In the last five Lease Years, Landlord may, at Landlord's option and at Landlord's sole cost and expense, undertake and prosecute a Tax Contest if: (a) Landlord Notifies Tenant that Landlord desires Tenant to institute a Tax Contest; and (b) as of 30 days after Landlord delivers that Notice, Tenant has not given Landlord reasonable evidence that Tenant started the Tax Contest.

8.7. *Tax Refunds.* Tenant shall be entitled to any refund of Real Estate Taxes and penalties and interest Tenant paid, Prorated for the Term, whether refunded in or after the Term, but only if no Event of Default exists. Tenant's rights under the previous sentence shall survive termination or expiration of this Lease unless caused by an Event of Default.

8.8. *Landlord's Pending Tax Contests.* Landlord represents that as of the Signing Date, there are multiple tax protests pending for Real Estate Taxes payable with respect to the Premises for tax years ended before July 1, 2025, which Landlord will not settle on terms that would include an increase in any assessment for any tax year after June 30, 2025. Except as this Lease expressly allows Landlord to do so, Landlord shall not institute any action to protest Real Estate Taxes. If Tenant starts a Real Estate Tax protest and as a condition to settling it all Real Estate Tax protests commenced by Landlord described above must be settled, Landlord shall act reasonably in settling those Real Estate Tax protests.

9. USE AND OPERATIONS

9.1. *Permitted Use.* Tenant may initially (i.e., at a minimum, through at least the Initial Development Completion Date) use the Premises only for multifamily residential rental purposes for actual occupancy by residential Subtenants (and retail space open to the public as permitted under the Zoning Resolution and applicable Law), all only to the extent Law allows, but subject to Tenant's express rights under this Lease to change the use of the Premises after Initial Development (all, collectively, the "***Permitted Use***"). Permitted Use does not, however, include development or sale of any For-Sale Units. Tenant shall not use the Premises for any use or purpose except the Permitted Use. Tenant shall not voluntarily subject the Premises or any part of the Premises to any form of Rent Regulation, except as required under the Incentive Programs.

9.2. *Prohibited Use.* Tenant and anyone claiming through Tenant shall not use the Premises to conduct any of these uses (the "***Prohibited Uses***"): (a) use in a manner prohibited by Law; (b) to store Hazardous Substances in violation of Law (it being understood and agreed that the ordinary and Lawful storage of Hazardous Substances in the operation of a residential or commercial building shall not be deemed to violate this clause); (c) dry cleaner, unless it: (x) provides only drop-off and pick-up services on site; (y) does no dry cleaning on-site; and (z) has no cleaning equipment on-site (notwithstanding this clause "c," if after the Signing Date, a dry cleaning methodology exists that is free of any toxic substances and any risk of harm to the environment, then a dry cleaner using only that methodology for any dry-cleaning shall not be prohibited); (d) For-Sale Units; (e) manufacturing, except: (i) if allowed under Use Group 6 of

the Zoning Resolution; and (ii) not otherwise expressly prohibited under this Lease; (f) nude modeling, a so-called “rubber-goods” shop, a sex club; (g) any obscene, nude, or semi-nude live performance; (h) any use that is a public nuisance under applicable Law, or a junkyard, a salvage yard, or any kind of waste disposal site; or (i) a night club. Notwithstanding anything to the contrary in this paragraph, Tenant shall at all times use commercially reasonable efforts to prevent and terminate any activity at the Premises, including in subleased residential and commercial space, that constitutes a Prohibited Use or otherwise violates the express provisions of this Lease.

9.3. *Utilities.* Tenant shall arrange and pay (and Landlord shall have no liability or responsibility) for installation, service, use, capacity, and consumption of Utilities, including deposits, and shall be solely responsible for maintaining a current billing address with all providers of Utilities. Tenant shall pay and discharge all use and consumption costs for Utilities when due and payable and shall not allow any liens to be placed on the Premises by any provider of Utilities. At Landlord’s reasonable request, Tenant shall promptly give Landlord reasonable proof that Tenant has paid Utilities charges that this Lease requires Tenant to pay. If any application, document, or form for Utilities requires Landlord's signature, then Tenant shall obtain it, fill it out for Landlord, and deliver it to Landlord for Landlord's signature and reasonably prompt return to Tenant (and, in such case, Landlord shall execute same and promptly return same to Tenant). Tenant shall handle further processing of that application. Notwithstanding anything to the contrary herein, Tenant shall have no obligations under this Section 9.3 with respect to Utilities until the Commencement Date.

9.4. *Taxes and Fees.* Tenant shall pay all license and permit fees; fees relating to or arising from Applications and Approvals; and sales taxes, use taxes, and the like, all to the extent arising from or related to the Premises, any Construction, or any other activities of Tenant, any Subtenant, or any Constituent of either on or at the Premises.

9.5. *Building Shutdown.* If Tenant shuts down and does not operate the Building, or if the Premises are otherwise vacant and not being operated, then so long as either such condition exists, Tenant shall: (a) reasonably secure the Building; (b) if necessary, update Tenant’s insurance (and insurance documentation delivered to Landlord) to recognize the Building is vacant and shut down; (c) post a conspicuous sign, reasonably satisfactory to Landlord, to display contact information for Tenant or its agent(s), without identifying Landlord in any way unless Law requires; (d) otherwise keep and maintain the Building in good condition, in compliance with all Laws; and (e) except as Law allows while Tenant performs Major Construction, comply with Tenant’s obligations under this Lease to maintain a PCO or TCO for the entire Building.

9.6. *Exclusive Control; Management.* During the Term of this Lease, subject to the terms of this Lease, Tenant shall have exclusive control, possession, occupancy, use, and management of the Premises. Tenant may enter into, terminate, or Modify any existing or future contract for management or operation of the Premises or provision of services to the Premises. All these contracts must: (a) automatically expire on the Scheduled Expiration Date; and (b) be terminated by Tenant as of the actual Expiration Date, if it occurs before the Scheduled Expiration Date.

9.7. *Existing Billboard.* Subject to Section 15.4, Tenant shall accept the Premises with the billboard described in the Billboard Agreement (defined below) (the “**Billboard**”) during Initial

Development and thereafter. Tenant shall lease or license the Billboard to responsible operators at all times during the Term, so long as the Billboard exists. If the Billboard Agreement was not previously terminated, from and after the Commencement Date, Landlord and Tenant shall share equally all net income from the Billboard, with quarterly reporting and reconciliation in a manner reasonably satisfactory to the parties.

9.8. *Books and Records.* Upon Landlord's request, made no more than once each Lease Year (and, one or more additional times in each Lease Year, as reasonably needed to facilitate any Landlord Transfer(s) or as reasonably required for Fee Mortgage(s)): (i) Tenant shall give Landlord electronic or "pdf" copies of all then-applicable Books and Records relating to operations of the Premises; and (ii) subject to the rights of Subtenants under Subleases, shall allow Landlord and any existing or prospective Fee Mortgagee reasonable access to the Premises for visual inspection upon reasonable prior Notice during normal business hours. Landlord shall be permitted reasonable access to the Premises in connection with a Landlord Transfer as set forth in the preceding clause (i). "***Books and Records***" means rent rolls; income statements; other documentation (to the extent maintained by Tenant) relating to the operation, revenue, and expenses of the Premises (other than internal projections and underwriting); maintenance and inspection records for all Building Equipment and FF&E; and copies of any documents of a nature that this Lease would require Tenant to deliver at the end of the Term. Any information Tenant delivers under this paragraph shall constitute Confidential Information.

10. COMPLIANCE

10.1. *Generally.* Tenant shall, from and after the Commencement Date, at Tenant's expense, and subject to Tenant's Right of Contest and Tenant's rights and obligations on Mechanic's Liens: (i) comply with all (and not cause or permit a violation of any) Laws relating to the Premises, including any Laws on conditions that existed before the Signing Date; (ii) pay all fines, fees, charges, and penalties arising because the Premises do not comply with any such Law, and pay any other payments required by any such Law, except that Landlord and not Tenant shall be responsible for all amounts which arise prior to the Commencement Date; (iii) perform all obligations (and comply with all restrictions) associated with the Land and the Premises, including any arising under Permitted Exceptions (except any obligations arising only under Fee Mortgages and not otherwise); (iv) obtain, maintain, and comply with all Approvals for the Premises or Tenant's use of or Construction on the Premises, as Law requires; and (v) make all filings, reports, and deliveries required by any Law affecting the Premises. If any such Law requires Landlord to make any filings, reports, and deliveries on Tenant's behalf, then Tenant shall prepare them for Landlord's approval, not to be unreasonably withheld, and signature. Tenant shall then promptly deliver the required filings, reports, and deliveries, when and as Law requires, and give Landlord suitable evidence this was accomplished.

10.2. *Certificates of Occupancy.* Except to the extent Tenant is performing Construction in compliance with this Lease, Tenant shall maintain TCO's or PCO's for the entire Premises at all times throughout the Term, giving Landlord copies promptly on request. On or before the date any TCO would otherwise expire, Tenant shall give Landlord a renewed or extended TCO effective for at least 90 more days after expiration of the current TCO. Before the Commencement Date, Landlord, at Landlord's cost and expense, shall maintain any TCO's or PCO's for the Premises.

10.3. *Final Certificates of Occupancy.* Within 12 months after Tenant achieves the Completion Date for any Construction that requires issuance or modification of a PCO (though nothing in this Lease shall require Tenant to obtain any PCO not otherwise required by Law) Tenant shall give Landlord a copy of the new or modified PCO promptly after Tenant obtains it. The deadline in the previous sentence shall be extended so long as Tenant is: (a) with commercially reasonable diligence, seeking to obtain the PCO; and (b) upon Landlord's reasonable request, keeping Landlord reasonably informed of Tenant's efforts. If for any reason any PCO is revoked or no longer in full force and effect, Tenant shall promptly Notify Landlord and promptly with commercially reasonable diligence endeavor to cause it to be reinstated and thereafter continued in effect. At Tenant's request, Landlord shall reasonably and promptly cooperate with Tenant's efforts to obtain any renewal or replacement PCO, including executing any documents required in connection therewith. Pending issuance of a PCO for completed Construction, Tenant shall maintain a TCO for that Construction as the previous section requires.

11. MAINTENANCE

Except as this Lease otherwise states or expressly allows, or while Tenant performs Construction in compliance with this Lease, from and after the Commencement Date, Tenant shall keep and maintain the Premises in safe and good condition, order, and repair subject to Loss (governed by other provisions of this Lease) and reasonable wear and tear. From and after the Commencement Date, Tenant shall make all repairs necessary or appropriate to keep the Premises and any Building in good and sanitary condition, whether structural or nonstructural, foreseen or unforeseen, capital or operating, interior or exterior. Without thereby limiting any obligation of Tenant under this Lease, Tenant's repair and maintenance obligations extend to all these items within, abutting, in proximity to, or serving the Premises: any Building; Building Equipment; bulkheads; ceilings; curbs; doors; driveways; fences; fixtures; floors; foundations and footings; glass; landscaping; parking lots; pipes; retaining walls; roof; sidewalks and streets next to the Premises (to the extent the responsibility of the owner of the Land or the Building); signs (including, if the Billboard Agreement has not previously been terminated, the Billboard) located in, on, or at the Premises; site improvements; structure; and windows. Tenant shall (and, from and after the Commencement Date, Landlord shall have no obligation to) remove debris, ice, refuse, snow, and trash from the Premises and the adjoining sidewalk and driveways (and street, to the extent Law requires), and keep them in reasonably clean condition. Landlord need not make any repair, replacement, or renewal (or provide any maintenance) of any kind, nature, or type whatsoever to the Premises. Tenant waives all rights to make repairs at Landlord's expense. Notwithstanding the foregoing, nothing contained in this paragraph or this Lease shall require Tenant to keep, maintain, repair or make any replacement that is the Subtenant's obligation under: (i) individual rental apartments occupied by residential Subtenants under residential Subleases; or (ii) space subject to nonresidential Subleases. Tenant shall use commercially reasonable efforts to cause Subtenants to comply with applicable Law (and keep, maintain, repair, or make replacements) with respect to such Subtenants' premises at the Premises, to the extent required of the Subtenant under the applicable Sublease. Nothing in this paragraph shall limit Tenant's obligations to ensure subleased spaces are in compliance with applicable Law in all material respects; except that, if and for so long as Tenant is using commercially reasonable efforts to enforce the terms of a Sublease against a Subtenant to cause such Subtenant to correct noncompliance with applicable Law, including commencement and diligent prosecution to completion of eviction proceedings against a noncompliant Subtenant after 120 days of noncompliance, and provided that Landlord is not exposed to any risk of

criminal liability and the Fee Estate in not material danger of being forfeited or lost, the failure of subleased spaces to comply with applicable Law shall not be a Default under this Lease; provided, however, that the foregoing obligation to use commercially reasonable efforts to enforce a Sublease against a Subtenant shall not be deemed to shorten any cure periods provided to Tenant with respect to curing Defaults under this Lease.

12. CONSTRUCTION

12.1. *General; Standards.* Provided only that Tenant complies with the express requirements of this Lease, Tenant may initiate, perform, or authorize any Construction without Landlord's consent. Tenant may demolish the existing Building provided that: (i) the demolition otherwise complies with this Lease, including satisfaction of any conditions to the demolition stated in this Lease; and (ii) after demolition Tenant constructs (in compliance with this Lease) a new Building that meets the Construction Standards. Tenant must cause every Building, when complete, to do the following (these requirements, collectively, the "**Construction Standards**"):

12.1.1. *Compliance.* Comply with Law and this Lease.

12.1.2. *Independent Structure(s).* Constitute one or more completely self-sufficient and independent structures built in a first-class manner in all material respects wholly within the Land boundaries in compliance with Law and not tying in or connecting to any other structure, improvements, Building Equipment, or real property not constituting part of the Premises except: (i) de minimis encroachments, so long as Landlord could obtain at regular premium rates a fee policy of title insurance that affirmatively insures against removal; (ii) encroachments onto the Land constituting Permitted Exceptions; (iii) Construction Easements this Lease allows; and (iv) any required structural underpinning required of neighboring properties for which permanent easements exist.

12.1.3. *Minimum Ceiling Height.* Have minimum finished floor to finished ceiling heights of at least: (a) 8 feet for all finished and occupiable space above the first above-grade floor of any such Building and (b) 10 feet for ground floor space.

12.1.4. *Bulk.* Utilize ZFA at least equal to the greater of (a) 95% of the ZFA of the Land; and (b) 160,000 square feet of ZFA. ZFA under the previous sentence shall: (i) take into account any restrictions imposed by Development Law; and (ii) include ZFA generated by Incentive Programs actually utilized by Tenant.

12.1.5. *Limit on Affordable Units.* Include Affordable Units consisting of no more than the greater of (x) 30% of the number of residential apartment units in the Building and (y) the minimum percentage of residential apartment units in the Building required under the Incentive Programs.

12.1.6. *Structurally Sound.* Be structurally sound, properly engineered, fireproof, and usable in substantially its entirety for any one or more Permitted Use(s).

12.2. *Subtenants' Construction.* No alterations, construction, demolition, improvements, equipment or other work made or located within the portions of the Premises occupied or intended for occupancy by Subtenants and that are not required for the proper operation, maintenance, repair or replacement of the Building as a whole ("**Subleasehold Improvements**")

shall be deemed Construction for purposes of this Lease, provided only that such Subleasehold Improvements are performed in compliance with the applicable Sublease, this Lease, and applicable Law. Landlord acknowledges that Subleasehold Improvements might not be located entirely within a Subtenant's premises. In addition to Subleasehold Improvements, Tenant may permit a Subtenant to make alterations ("***Outside-Premises Alterations***") to: (1) the roof, facade (excluding installation of a storefront for a retail tenant as same shall be deemed to be merely a Subleasehold Improvement), floor slabs (to the extent going beyond customary internal staircases or core drilling or similar work), structural steel and supports and base building systems of the Building; and (2) other similar items or installations in the Building which are located outside the Subtenant's premises and affect the Building as a whole. Any Subtenant performing Outside-Premises Alterations must comply with the same Lease requirements that apply to Tenant for Construction of similar nature and scope. The Outside-Premises Alterations do not constitute Subleasehold Improvements. Tenant shall not cause or permit any Subtenant to perform any Construction that violates this Lease or applicable Law. Tenant shall pay for all Construction performed by Tenant when and as required by the parties that perform it, subject to Tenant's Right of Contest, though failure to do so shall not be deemed a Default hereunder unless and until a Lien is filed in connection therewith and Tenant fails to remove same pursuant to the terms of this Lease. The previous sentence applies with equal force to liens filed as a result of work done or materials supplied for Subtenants.

12.3. *Applications and Approvals.* Tenant shall apply for all Approvals any Law requires for any Construction. At Tenant's request, Landlord shall, without cost to Landlord, promptly join in and sign any Application as Tenant reasonably requests, and otherwise reasonably cooperate with Tenant in obtaining Approvals, but only if no Restriction Period exists and the Application is in ordinary and customary form, consistent with this Lease, completely filled out, factually correct, and, unless Tenant shall otherwise be obligated to perform (and Indemnify Landlord against) any obligations necessarily and customarily arising under the Application pursuant to the terms of this Lease, imposes no obligations on Landlord, beyond obligations ministerial in nature or merely requiring compliance with Law (but Tenant shall remain responsible and shall Indemnify Landlord for that compliance). Tenant shall perform all obligations (and may exercise all rights) of Landlord and Tenant under any Application or Approval. By signing any Application, Landlord does not waive any Tenant obligation or assume any responsibility or liability. Tenant shall pay Landlord's Costs to comply with this paragraph. Unless and until Tenant has satisfied the Major Construction Conditions with respect to the Initial Development only, Tenant shall give Landlord reasonable prior Notice of, and Landlord may attend, any meetings, hearings, conferences, or conference calls with any Government relating to: (a) landmarks or historic preservation issues affecting the Premises or affecting Initial Development or (b) parking operations or parking-related Approvals at the Premises before the Commencement Date. Landlord assumes no responsibility or liability by cooperating with any Construction or taking any actions this paragraph allows or requires. Landlord's right to participate in meetings, hearings or conferences with any Government shall not create any independent right to approve Initial Development or any matters related thereto beyond what is otherwise expressly provided for in this Lease, and if and so long as Tenant provides reasonable prior Notice as aforesaid, Tenant shall have complied with its obligations under this Section 12.3 whether or not Landlord actually attends any meeting, hearing, or conference.

12.4. *Commencement; Approvals/Insurance.* Tenant shall not start (or allow any Person to start) any Construction which costs in excess of \$2,000,000 (Inflation-Adjusted) unless Tenant

has given Landlord Notice of the upcoming Construction and copies of these items (the “**Approvals/Insurance**”): (i) all material Approvals needed to start Construction, or otherwise reasonably obtainable given the stage of Construction; (ii) Insurance Documents for Construction Period Insurance (unless the Construction is of a limited scope covered by Tenant’s Required Insurance already in place with no need for Construction Period Insurance), including all such insurance this Lease requires Tenant to obtain for Landlord from third parties; and (iii) evidence of, and evidence that Landlord and all of Landlord’s Required Additional Insureds have been named as an additional insured on, any liability insurance policies in place at such time. During any Restriction Period, Landlord’s prior reasonable approval is required before Tenant starts any individual Construction project that is reasonably estimated to cost at least, in the aggregate, \$1,000,000, Inflation-Adjusted.

12.5. *Completion.* If Tenant starts any Major Construction, including Preliminary Work, Tenant shall prosecute it and cause its Completion Date to occur, with reasonable diligence and continuity, in a reasonable time, subject to Unavoidable Delay. (That does not limit the more specific requirements that apply to Initial Development under this Lease.) Any Construction must substantially conform to the corresponding Plans and Specifications as the same may be amended from time to time. For any Construction, the “**Completion Date**” means the date when Tenant has substantially completed it in compliance with this Lease and, only for Major Construction, given Landlord these items:

12.5.1. *Architect’s Certificate and Tenant’s Certificate.* A certificate from (i) the general contractor and Tenant’s Architect certifying to Tenant that the Major Construction has been substantially completed substantially in accordance with the Plans and Specifications and Law, except these items (“**Deferred Work**”): (a) Punchlist Work; and (b) TI Work not yet required to be completed under nonresidential Subleases; and (ii) Tenant stating that all contractors performing the Major Construction have been paid in full except for (a) Deferred Work; and (b) amounts (if any) as listed in the certificate consisting of the following (“**Disputed Closeout Amounts**”): (x) amounts in dispute (not to exceed \$2,000,000, Inflation-Adjusted, in the aggregate); or (y) amounts aggregating in excess of \$2,000,000, Inflation-Adjusted, based on a bona fide dispute, for which Tenant has either (A) amounts available for advance under a Leasehold Mortgage and Leasehold Mortgagee has agreed to make any necessary advance to pay such disputed claims; or (B) deposited in escrow an amount equal to 110% of the amount at issue with a reputable escrow agent selected by Tenant (subject to Landlord’s reasonable approval) or has bonded under the Lien Law pending resolution of such dispute. Disputed Closeout Amounts referred to in clause (y) shall not exceed the lesser of: (a) \$10,000,000 (Inflation-Adjusted); and (b) whatever maximum Tenant’s Leasehold Mortgagee establishes. Tenant’s delivery of such certificate shall not affect Guarantor’s obligations under the Completion Guaranty.

12.5.2. *Certificates of Occupancy.* Copies of all TCO’s, if and as Law requires for the entire Major Construction, except: (i) Deferred Work; and (ii) TI Work whose completion is not yet required to be completed under Subleases.

12.5.3. *Insurance.* To the extent not already delivered and still effective, Insurance Documents evidencing all Required Insurance except Construction Period Insurance.

12.5.4. *Notice.* Tenant’s Notice confirming the Completion Date.

12.5.5. Payment. Final lien waivers and other evidence of payment, in fully enforceable form, from all Mechanic's Lien Claimants for the Major Construction, subject only to exceptions for: (a) Deferred Work not yet completed; and (b) Disputed Closeout Amounts.

12.5.6. Permits and Approvals. Evidence that all open Approvals issued to Tenant have been closed of record.

12.5.7. Title Report. A title report from Tenant's title insurance company showing no Prohibited Exceptions.

12.6. Construction Easements. If Tenant reasonably needs to record any Construction Easement to benefit or facilitate Tenant's Construction on the Premises or Permitted Use of the Premises, then Landlord shall join in (or consent or subject the Fee Estate to) it but only if: (i) it is ordinary and customary for Construction that complies with this Lease (or in the case of a Utility easement or an easement with any Government, is in the ordinary and typical form used by the counterparty to benefit the Premises); (ii) it does not impair the value of the Premises or cause the Premises to rely on other real property for any form of access to a public street or as the location for any Building Equipment serving the Premises; and (iii) Tenant has met the conditions in this Lease (if any) to start the Construction that requires the Construction Easement. Notwithstanding anything in this Lease to the contrary, a Construction Easement which is a Utility easement in clause (i) above can be a permanent encumbrance which survives the termination of this Lease. The parties shall resolve through Expedited Arbitration any dispute on Landlord's obligations under this paragraph. Tenant shall Indemnify Landlord against and (subject to Tenant's Right of Contest) comply with all obligations of Landlord or Tenant under every Construction Easement. Landlord shall not violate any Construction Easement. If Tenant desires to Modify any Construction Easement, Landlord shall reasonably cooperate provided that, after the Modification, the Construction Easement continues to comply with this paragraph. If Tenant desires to subdivide the Land into up to three separate tax lots, Landlord shall reasonably cooperate with that subdivision consistent with the principles of this paragraph. The Lease shall in that case demise the multiple tax lots, collectively constituting the Land as originally defined. The parties shall execute any documentation either party reasonably requires to confirm the previous sentence.

12.7. Delivery of Copies. For any Construction that costs in excess of \$2,000,000 (Inflation-Adjusted), Tenant shall give Landlord, in a reasonable time after Landlord's request, made at no more than a reasonable interval, copies of all Approvals (to the extent available given progress of Construction), Plans and Specifications, material Modifications to Plans and Specifications, proof of payment, and other documentation as Landlord reasonably requests, in each case to the extent in possession of Tenant or its Architect, Builder, property manager, or other service provider. Neither retention of, nor any other action Landlord takes on, any such delivery shall constitute an opinion or representation on its sufficiency or compliance with Law.

12.8. Development Rights. Except with the Counterparty's prior written consent, which consent may be withheld for any reason or no reason, neither party shall: (i) acquire any Development Rights for the Land; (ii) Transfer any Development Rights from the Land to any other real property; or (iii) enter into or record any agreement, declaration, or other instrument to combine the Land with any other land into a single or combined zoning lot.

12.9. *Nearby Construction.* Tenant shall comply with any Law on access to the Premises for Construction on other land. Tenant shall not, because of any such Construction, have any claim against Landlord for damages, Indemnity, or Offset. If the party performing such Construction makes any payment to Tenant, Tenant may keep it free of any claim by Landlord.

12.10. *Payment; Mechanic's Liens.* Tenant shall pay all Construction Costs when due, subject to Tenant's Right of Contest and Tenant's rights under this paragraph. Tenant shall Notify Landlord of any filed Mechanic's Lien within five Business Days after Tenant has notice of it from any source. Tenant shall, within 45 days (or such shorter period of time as any Leasehold Mortgagee requires) after receiving that notice, but in any case within 15 days after commencement of foreclosure proceedings, commence (and thereafter diligently prosecute) an appropriate action to cause that Mechanic's Lien to be bonded, cleared from title, discharged, paid, or otherwise removed. Tenant shall promptly give Landlord a copy of all documentation evidencing Tenant's compliance with the previous sentence, including a copy of each bond stamped as "filed" with the court. Tenant's obligations under this paragraph shall survive any Expiration Date.

12.11. *Construction Contracts.* Every contract Tenant enters into for any material Construction must require the counterparty to: (i) Indemnify Landlord for any accident, damage, death, or injury at, in, or on the Premises and caused by that counterparty's acts or omissions relating to the Construction; (ii) name all of Landlord's Required Additional Insureds as additional insureds using both ISO Form CG 20 10 04 13 and ISO Form CG 20 37 04 13 or their substantial equivalents; (iii) for any Major Construction only, maintain Liability Insurance consistent with Construction Period Insurance requirements that apply to Builder; (iv) waive against all of Landlord's Required Additional Insureds all claims of a nature that this Lease requires Tenant to waive against those parties; (v) identify Landlord as an intended third-party beneficiary of that contract with Tenant; and (vi) name Landlord as an additional obligee (subordinate to any Leasehold Mortgagees) on all bonds that the counterparty provides.

12.12. *Licensing.* Every Builder and subcontractor must hold all licenses Law requires.

13. MAJOR CONSTRUCTION

13.1. *Definition.* "**Major Construction**" means any individual Construction project whose Construction Cost is reasonably estimated to exceed an amount equal to four times annual Base Rent (disregarding any Base Rent Abatement) as of the date when the Construction commences. A coordinated series of related Construction projects (except TI Work or Construction within individual rentable spaces) constitutes Major Construction if, in the aggregate, they exceed that threshold and (are expected to) occur over any consecutive 12 months or less. "**Major Construction**" also includes any Construction consisting of: (i) Initial Development; (ii) gut renovation of the Building (i.e., demolition to the structural steel and concrete or equivalent structure followed by reconstruction); (iii) any Construction for which 25% or more of the Building will or may need to be vacant at any one time; (iv) any demolition if Construction necessary to replace the demolished improvements would constitute Major Construction; or (v) any Construction of substantially equivalent scope.

13.2. *Commencement of Major Construction.* Tenant shall not start any Major Construction unless Tenant has met these conditions (collectively, the “**Major Construction Conditions**”) for that Major Construction, all in accordance with this Lease:

13.2.1. *Approvals/Insurance.* Tenant has given Landlord all Approvals/Insurance.

13.2.2. *Architect’s Certificate.* Tenant has given Landlord a certificate from Tenant’s Architect, confirming: (i) Tenant’s Major Construction, if completed substantially in accordance with the Plans and Specifications, will meet the Construction Standards; and (ii) estimated net rentable area and cubic volume of the Building after that Major Construction.

13.2.3. *Assignment.* Subject to rights of Leasehold Mortgagees, Tenant has, through ordinary and customary documentation, assigned to Landlord all Construction Documents and Tenant’s interest in all Plans and Specifications (and, to the extent reasonably possible and reasonably practical, has caused Builder to assign all Major Subcontracts), with the benefit of all payments made, but Landlord shall not: (i) exercise rights under that assignment unless a Lease Abandonment has occurred; or (ii) have any obligations under that assignment except to the extent Landlord exercises its rights.

13.2.4. *Construction Documents.* Tenant has given Landlord copies of these agreements of Tenant for the Construction (the “**Construction Documents**”), all of which must comply with this Lease and allow assignment to Landlord without any need for consent:

13.2.4.1. *Architectural Contract.* A contract between Tenant and Tenant’s Architect.

13.2.4.2. *Construction Contract.* A contract, including any general contract or construction management agreement, between Tenant and Builder.

13.2.4.3. *Other Agreements.* All other agreements referenced in any Architectural Contract and/or Construction Contract, but only to the extent requested by Landlord. (The deliveries in this subparagraph 13.2.4.3 may be delivered after Tenant has otherwise satisfied the Major Construction Conditions.)

13.2.5. *Commencement Date.* The Commencement Date has occurred.

13.2.6. *Construction Loan.* For Initial Development only, Tenant has closed or simultaneously closes Tenant’s Construction Loan (including execution, delivery, and recordation of at least one Leasehold Mortgage securing part or all of the Construction Loan and execution and delivery of all material loan documents) and has met all conditions to the first advance, except only the making of any required equity investment by Tenant. “**Construction Loan**” means a construction loan, secured by a Leasehold Mortgage (and a Mezzanine Financing, if Tenant so elects), to pay for Tenant’s Major Construction in an aggregate amount (for Leasehold Mortgage and Mezzanine Financing, in total) of at least 50% and at most 80% of estimated Construction Costs as the Construction Documents state. This subparagraph does not apply to Restoration that Tenant performs in compliance with a Leasehold Mortgage that predates the Loss, including satisfaction of requirements under that Leasehold Mortgage on adequacy of Property Insurance Proceeds. If Tenant is not able to obtain a Construction Loan as

a result of a Lending Freeze, then, at Tenant's request, Landlord shall waive this Major Construction Condition.

13.2.7. Guarantor Status. Tenant has given Landlord current Guarantor Financials (or, so long as Guarantor is Edward J. Minskoff, a Minskoff Certification) showing that Guarantor remains a Satisfactory Guarantor.

13.2.8. Guaranty—Initial Development. For Initial Development only, the Completion Guaranty remains in full force and effect, Guarantor remains a Satisfactory Guarantor, and Guarantor delivers to Landlord a current Guarantor Certificate.

13.2.9. Guaranty—Other Major Construction. For any Major Construction except Initial Development, Tenant has delivered a guaranty in a form substantially equivalent to the Completion Guaranty from a Satisfactory Guarantor, except that references to Initial Development shall instead refer to the Major Construction. The terms "**Completion Guaranty**" and "**Guarantor**" shall be redefined accordingly.

13.2.10. L/C. For the Initial Development only, the L/C is in full force and effect consistent with the definition of that term, unless Landlord has fully drawn it down.

13.2.11. No Restriction Period. No Restriction Period exists.

13.2.12. Notice. Tenant has Notified Landlord that Tenant has met all Major Construction Conditions, which Notice must show how Tenant has met all the Major Construction Conditions.

13.2.13. Plans, Specifications, and Schedule. Tenant has given Landlord Tenant's Plans and Specifications and anticipated schedule.

13.3. Post-Completion Obligations. Within 180 days after any Major Construction Completion Date, Tenant shall, for that Major Construction, give Landlord as-built plans and specifications and an as-built survey, to the extent Tenant obtained either for any purpose, or Plans and Specifications with field notes if no as-built was obtained. For TI Work where Law requires the issuance of a TCO upon its completion, within a reasonable time after TI Work for each Sublease is completed by Tenant, Tenant shall deliver to Landlord a TCO for all such TI Work. Within 30 days after obtaining each such TCO, Tenant shall give Landlord: (a) reasonable evidence that Tenant did so; and (b) other than with respect to Disputed Closeout Amounts, lien waivers from all Persons that performed that Construction or other evidence reasonably satisfactory to Landlord that such payments were made. After Tenant completes any Construction, Tenant shall: (a) correct all defects in that Construction promptly after becoming aware of them; and (b) complete all Punchlist Work within a reasonable time.

13.4. Release on Completion. For any Major Construction, when Tenant has achieved the Completion Date, and the time within which Mechanic's Lien Claimants could legally file Mechanic's Liens for that Major Construction, plus an additional 45 days, has expired with no such filings, Landlord shall, within 10 days after Tenant's or Guarantor's request, for any Guaranty delivered to satisfy a Major Construction Condition for that Major Construction (as applicable): (i) deliver a Guaranty Release; (ii) release or return the L/C to Tenant and consent

to cancellation of the L/C, by signing and delivering ordinary and customary release documents and returning the L/C to Tenant.

13.5. *Disputes.* If any dispute arises under this Article, the parties shall resolve it through Expedited Arbitration.

14. INITIAL DEVELOPMENT

14.1. *Commencement.* On or before the date (the “**Initial Development Commencement Deadline**”) that is 30 months after the Signing Date, Tenant shall, for Initial Development, meet the Major Construction Conditions and start on-site Construction (the date when both of those have occurred, the “**Initial Development Commencement Date**”). The Initial Development Commencement Deadline shall be extended for Unavoidable Delay.

14.2. *Additional Construction Deliveries.* During performance of any Major Construction, Tenant shall give Landlord copies of any additional Approvals received by Tenant in connection with same (following the receipt of the initial Approvals required in connection therewith) and any material changes in Plans and Specifications promptly after same are finalized.

14.3. *Completion Deadline.* Tenant shall cause the Initial Development Completion Date to occur on or before the date (the “**Initial Development Completion Deadline**”) that is 36 months after the Initial Development Commencement Date. If for any reason or no reason the Initial Development Completion Date does not occur by the Initial Development Completion Deadline, before each extension of the then-applicable Initial Development Completion Deadline pursuant to Section 14.3.1 below, and as a condition to each such extension, Guarantor must deliver to Landlord a Guarantor Certificate and upon Landlord’s request Financial Documentation evidencing that Guarantor remains a Satisfactory Guarantor. The Initial Development Completion Deadline may from time to time be extended by Tenant (or, where stated, a Leasehold Mortgagee) by Notice to Landlord, given to Landlord before the Initial Development Completion Deadline would otherwise occur, only as described below. These extensions are cumulative and independent except as stated.

14.3.1. *As of Right.* In addition, Tenant may from time to time extend the Initial Development Completion Deadline by an aggregate (for all extensions under this subparagraph) of 24 months in total (including any extensions of the Initial Development Completion Deadline for Unavoidable Delays), by Notice to Landlord, but only so long as no Restriction Period exists and Tenant exercises commercially reasonable diligence to achieve the Initial Development Completion Date, and (with each Notice of extension) delivers an Estoppel Certificate reasonably satisfactory to Landlord and a Guarantor Certificate.

14.3.2. *Leasehold Mortgagees, Etc.* In addition, a Leasehold Mortgagee, New Tenant, or Leasehold Estate Involuntary Transferee may, without payment, extend the Initial Development Completion Deadline (as extended by other provisions of this Article) by Notice to Landlord, provided that Leasehold Mortgagee, New Tenant, or Leasehold Estate Involuntary Transferee (or its respective designee), as applicable, is: (a) with reasonable diligence and continuity, seeking to achieve the Initial Development Completion Date or prosecuting its remedies to gain possession of the Premises in connection with a foreclosure proceeding, or (b) in the case of a Leasehold Mortgagee, continuing to make advances under the Construction Loan

to Guarantor and Guarantor is with reasonable diligence and continuity seeking to achieve the Initial Development Completion Date under the Completion Guaranty.

14.4. *Initial Development Design Phase Plans.* Promptly after completion of each Initial Development design phase (i.e., schematic design phase, design development phase and construction design phase) (as such phase is reasonably determined by Tenant), Tenant shall give Landlord a milestone set of Plans and Specifications for that design phase for Landlord's review to confirm that those Plans and Specifications comply with the Construction Standards. Nothing under the previous sentence shall give Landlord any approval rights to any such plans given to Landlord.

14.5. *Excavations.* Landlord shall not be liable (and Tenant shall have no claim against Landlord) for any damages, indemnity, or Offset arising from any excavation or other work performed on land adjacent to the Premises.

14.6. *Incentive Programs.* Landlord acknowledges that Tenant has stated it intends to develop the Initial Development pursuant to Section 485-x of the New York Real Property Tax Law. Landlord shall reasonably cooperate with Tenant, at no cost to Landlord, subject to the further terms of this paragraph, to obtain Incentive Programs for the Premises (provided that at no time shall the gross percentage of square footage of residential apartments consisting of Affordable Units exceed the greater of (x) 30% of the number of residential apartment units in the Building and (y) the minimum percentage of residential apartment units in the Building required under Incentive Programs, as they exist on the Incentives Test Date). The "***Incentives Test Date***" means any date of Tenant's choosing between the Commencement Date and the Initial Development Completion Date. If an Incentive Program requires recording against the Fee Estate regulatory agreements, restrictive declarations, tri-party agreements, and other documents or instruments as are required (including a subordination and nondisturbance agreement) for the Incentive Program (each, an "***Incentive Program Document***"), Landlord shall promptly execute, acknowledge, and deliver such Incentive Program Documents, provided they are in ordinary and customary form and required by the Incentive Program at issue, all at no cost to Tenant, except reimbursement of Landlord's Costs. For purposes of this Lease, "***Affordable Unit***" means a residential unit that is leased (or intended or required to be leased) by a tenant that has a verified household income at or less than a prescribed area median income ("***AMI***") that is required by the applicable Incentive Program. Notwithstanding anything to the contrary in this Lease, Tenant shall not apply for or obtain, and Landlord need not cooperate with, or be bound by or subject to, any Incentive Program that would: (w) subject the Fee Estate to any obligations, restrictions, or encumbrances except as this Section requires or permits; (x) reduce any Development Rights; or (y) except as required by applicable Incentive Programs, as they exist(ed) on the Incentives Test Date, adversely affect Landlord's reversionary interest in the Premises after the Scheduled Expiration Date occurs.

14.7. *Landlord's Execution of Incentive Program Documents.* If Tenant desires Landlord to sign any Incentive Program Document, then Tenant shall give Landlord Notice and a copy of that Incentive Program Document for Landlord to review to confirm whether it complies with this Lease and accurately refers to Landlord and the Land. If it does, Landlord shall promptly (and in any case within 15 days after receipt) sign and acknowledge it. If it does not, Landlord shall have no obligation to sign or acknowledge it. Landlord shall not be bound to any Incentive

Program Document that Landlord has not signed or consented to. Tenant shall Indemnify Landlord and the Additional Insureds for Tenant's failure to comply with this paragraph.

15. INITIAL DEVELOPMENT PREPARATIONS AND COMMENCEMENT

15.1. *Interim Period.* Notwithstanding anything to the contrary in this Lease, from the Signing Date until the Commencement Date as defined below (the "**Interim Period**"), Landlord or its Affiliates (and their managers) may continue, at its sole cost and expense, to exclusively operate the parking lot and, subject to the terms of Section 9.7 hereof, the Billboard, substantially as they exist as of the Signing Date upon the Premises. During the Interim Period: (i) all income, rent, and revenues from parking and Billboard operations on the Premises shall belong solely to Landlord; (ii) Landlord shall not pay for use of the Premises; and (iii) Landlord shall: (a) pay Real Estate Taxes and any and all costs related to and arising from the Premises on a NNN basis, excluding any Base Rent; (b) maintain, at a minimum, the insurance coverages on **Exhibit E**, as such coverages may change from time to time on a company-wide basis within Landlord's organization; (c) name Tenant and each Leasehold Mortgagee as an additional insured under that liability insurance, as well as Tenant's Required Additional Insureds; (d) upon written request, give Tenant reasonable evidence of Landlord's compliance with such insurance requirements; and (e) reasonably accommodate Tenant's needs for use and access to the Premises for inspection, measurement, and assessment of site conditions, including any environmental or other testing conducted on the Premises (but: (1) Landlord need not incur any charge or expense in connection therewith, and (2) Landlord may require Tenant to first enter into an ordinary and customary access agreement providing for such matters as indemnification, insurance, split samples, and reasonable procedures).

15.2. *Commencement of Initial Development.* Tenant shall Notify Landlord of Tenant's intention to commence Construction of the Initial Development approximately 75 days before the date on which Tenant anticipates that all Major Construction Conditions will be satisfied, assuming Landlord complies with its obligations under this Article (the "**Construction Commencement Notice**"). If Tenant delivers a Construction Commencement Notice and Tenant has not previously waived the Termination Option as of the date of the Construction Commencement Notice then the delivery of the Construction Commencement Notice shall be deemed to be Tenant's waiver of the Termination Option. If Tenant delivers a Construction Commencement Notice, Landlord shall, on or before the 75th day after Tenant's delivery of the Construction Commencement Notice (that 75th day, the "**Commencement Date**"): (i) take actions to cause the Land to be owned by Primary Landlord (or its Affiliate), with no resulting change of Control of Landlord; (ii) cease parking lot operations; (iii) remove (a) any parking lifts or any above-ground portions of the stackers, as the case may be, excluding any footings; (b) the security or attendants' booth; and (c) other equipment (except the Billboard and the existing fence surrounding the Land); and (iv) shall, subject to termination of the Driveway Easement, deliver possession to Tenant. Within 60 days after giving the Construction Commencement Notice, Tenant shall, unless a Lending Freeze shall then exist, give Landlord reasonable evidence that Tenant has arranged (though Tenant does not need to have yet closed) a Construction Loan (a "**Loan Commitment**"). Until Tenant has (x) given Landlord a Loan Commitment or (y) requested that Landlord waive the Major Construction Condition in Section 13.2.6 as the result of a Lending Freeze, Landlord: (1) may, in its sole and absolute discretion continue sufficient parking operations so that, in Landlord's reasonable judgment, Landlord has no material risk of losing the legal right to continue those operations and (2) shall discontinue those operations

within two Business Days after Tenant has Notified Landlord that Tenant anticipates in good faith that all Major Construction Conditions (other than the Major Construction Condition in Section 13.2.6 if Tenant has requested that Landlord waive the same as the result of a Lending Freeze) will be satisfied within five Business Days. If Tenant desires possession of the Premises earlier than the Commencement Date, the parties shall consult in good faith regarding such request, and Landlord shall consider whether it is willing and able to deliver possession on such earlier date requested by Tenant.

15.3. *RP-602 Filing.* Provided that an RP-602 for the Land can be filed with, and tentative tax lot numbers issued by, the New York City Department of Finance, Property Division – Tax Map Office (the “**DOF**”) under the Land’s existing ownership as of the Signing Date, subject to delays caused by any Government, within 15 days after Tenant gives Landlord notice that Tenant reasonably believes it (i) is unlikely to exercise its Termination Option, and (ii) has decided on a configuration of the two tax lots it desires to create on the Land, for the apportionment of the tax lots that comprise the Land and not a merger of such tax lots, Landlord and Tenant shall cooperatively complete and Landlord shall file with the DOF an RP-602 form to seek to apportion the Land into the two tax lots Tenant specified and to divide the tax lot owned by SP Great Jones, LLC to place part of it in each of the two lots owned by 375 Lafayette Street Properties, LP. (the “**RP-602 Filing**”). No survey shall be submitted to DOF with the RP-602. Only the minimum information required to obtain tentative tax lot numbers shall be provided. Nothing in this paragraph waives Tenant’s right to exercise its Termination Option or to change the location of the tax lot apportionment line so long as the location of a new tax lot line is not completely coterminous with any existing tax lot line. If DOF requires that the Land be in single ownership in order to accept the RP-602 and issue tentative tax lot numbers, then the actions above shall only be taken within 15 days after Tenant gives Landlord a Construction Commencement Notice, subject to delays caused by any Government. From the RP-602 Filing until the Commencement Date, neither party shall take any further action or make any further filing or application (including the filing of any survey) beyond the RP-602 Filing itself, to pursue any merger or apportionment of the tax lots of the Land. After the Commencement Date, Landlord shall reasonably cooperate with Tenant’s completion of the apportionment (including any change Tenant makes in the location of the tax lot line shown in the RP-602 Filing) and any predicate filings.

15.4. *Billboard.* Landlord shall not, without Tenant’s prior written consent, amend or modify the Billboard Agreement before the Commencement Date, except to shorten the term of, or to terminate, the Billboard Agreement on economic terms exclusively negotiated by Landlord. Notwithstanding anything in this Lease to the contrary, if after the one-year anniversary of the Signing Date, Tenant in its sole and absolute discretion determines that it is not practical to preserve the Billboard, or any other signage, rights in connection with the Initial Development, Tenant may terminate the same or, prior to the Commencement Date, direct Landlord to terminate the same. If Tenant desires to direct Landlord to terminate the Billboard Agreement after the one-year anniversary of the Signing Date and prior to the Commencement Date, Tenant may give Notice to Landlord (that Notice from Tenant, the “**Billboard Termination Notice**”) of the date on which Tenant reasonably anticipates that all Major Construction Conditions will be satisfied (that date specified in the Billboard Termination Notice, the “**Satisfaction Date**”). The following shall apply with respect to the Billboard Agreement:

15.4.1. Early Termination Notice. If Tenant Delivers a Billboard Termination Notice and the specified Satisfaction Date is at least 130 days from the date of the Billboard Termination Notice, then Landlord agrees to (i) send a Notice electing to terminate the Billboard Agreement to the licensee thereunder (in accordance with the termination provisions of the Billboard Agreement) within 10 days after receipt of Tenant's Billboard Termination Notice; and (ii) pay the termination payment required under the Billboard Agreement to the licensee thereunder, provided only that the Guaranty remains in effect and Guarantor has delivered a Guarantor Certificate. If this Section 15.4.1 applies, Landlord shall deliver the Premises to Tenant free and clear of the Billboard Agreement (but not the Billboard itself) on the Commencement Date.

15.4.2. Later Termination Notice. If Tenant Delivers a Billboard Termination Notice and the specified Satisfaction Date is less than 130 days from the date of the Billboard Termination Notice, then Landlord agrees to (i) send a Notice electing to terminate the Billboard Agreement to the licensee thereunder (in accordance with the termination provisions of the Billboard Agreement) by the earlier of (a) 10 days after receipt of Tenant's Billboard Termination Notice and (b) the Commencement Date; and (ii) subject to the following sentence, pay the termination payment required under the Billboard Agreement to the licensee thereunder, provided only that the Guaranty remains in effect and Guarantor has delivered a Guarantor Certificate. If this Section 15.4.2 applies, (x) Landlord shall assign to Tenant all of Landlord's right title and interest in and to the Billboard Agreement, (y) to the extent not already paid to the licensee under the Billboard Agreement, Landlord shall pay the termination payment under the Billboard Agreement to Tenant and (z) the existence of the Billboard Agreement and the presence of the Billboard shall not be deemed a failure by Landlord to deliver the Premises.

15.4.3. No Termination Notice. If Tenant has not given Landlord a Billboard Termination Notice to Landlord as of the Commencement Date, (x) Landlord shall assign to Tenant all of Landlord's right title and interest in and to the Billboard Agreement and (y) the existence of the Billboard Agreement and the presence of the Billboard shall not be deemed a failure by Landlord to deliver the Premises. After the Commencement Date, if Landlord did not previously terminate the Billboard Agreement, Tenant may do so. Landlord shall reimburse Tenant for any termination fee payable under the Billboard Agreement. At Landlord's option, that termination fee shall disregard any amendments of the Billboard Agreement made by Tenant after Landlord has assigned it to Tenant.

15.4.4. Landlord's Obligation. In no event shall Landlord have any obligation to remove the Billboard as a condition to Landlord's delivery of the Premises, whether or not Tenant sends a Billboard Termination Notice.

15.5. Violations. Tenant shall not be responsible for, and Landlord at its sole cost and expense shall remove, all violations affecting the Premises as of the Commencement Date except any arising from any action taken by Tenant or any Affiliate of Tenant (the "**Existing Violations**"). Landlord need not, however, remove any Existing Violations that will be cleared in the ordinary course of Initial Development. Landlord shall remain responsible for any fines or penalties incurred in removing those Existing Violations. In no event shall satisfaction or discharge of any violation be a condition precedent to Landlord's delivery of possession to Tenant.

15.6. *Driveway Easement.* A Driveway Restrictive Declaration (the “**Driveway Easement**”), made by Primary Landlord and Secondary Landlord, dated March 5, 2009, and recorded on March 12, 2009 in the Office of the City Register of the City of New York as City Register File No. 2009000072310, creates an access easement across part of the Land. The Driveway Easement shall remain in place for Landlord’s use during the Interim Period until the Commencement Date. On or before the Commencement Date, subject to extension because of delays caused by any Government, Landlord shall cause the Driveway Easement to be terminated of record.

15.7. *DOT Consents.* Certain Revocable Consent Agreements recorded in the Office of the City Register of the City of New York as City Register File Nos. 2025000002402 (Lot 52), 2025000003046 (Lot 56), 2025000003047 (Lot 17), 2013000447150 (Lot 17), 2013000447151 (Lot 56) and 2013000447542 (Lot 52), encumber the Land as of the Signing Date (the “**DOT Consents**”) The DOT Consents shall remain in place for Landlord’s use during the Interim Period until the Commencement Date. Upon receipt of Tenant’s Construction Commencement Notice, and subject to extension because of delays caused by any Government, Landlord shall diligently seek to cause the DOT Consents to be terminated of record, but that termination shall not be a condition precedent to occurrence of the Commencement Date.

15.8. *Updated Lease Memo; Transfer Taxes.* On or about the date Tenant delivers a Construction Commencement Notice or waives the Termination Option, whichever is earlier, Landlord shall prepare an amended and restated Lease Memo in ordinary and customary form referring to this Lease and its Commencement Date (the “**Updated Lease Memo**”). The parties shall promptly sign, and Landlord shall promptly record, the Updated Lease Memo. Landlord shall pay all Transfer Taxes due upon recording of the Updated Lease Memo.

16. PROHIBITED EXCEPTIONS

16.1. *Tenant’s Covenant.* If a Prohibited Exception is filed then Tenant shall, within 60 days after receiving notice from any source of that filing cause that Prohibited Exception to be paid, discharged, bonded, or cleared from title in any lawful manner; provided, that if a Prohibited Exception is caused by a Subtenant, Tenant shall have such additional time as is reasonably necessary to remove such Prohibited Exception if and for so long as Tenant is using commercially reasonable efforts to cause the removal of such Permitted Exception by enforcing the terms of the applicable Sublease against the applicable Subtenant (including commencement and diligent prosecution to completion of eviction proceedings against such Subtenant after 120 days of receiving notice of the Prohibited Exception), provided that Landlord is not exposed to any risk of criminal liability and the Fee Estate is not in material danger of being forfeited or lost; provided, however, that the foregoing obligation to use commercially reasonable efforts to enforce a Sublease against a Subtenant shall not be deemed to shorten any cure periods provided to Tenant with respect to curing Defaults under this Lease. If Tenant does not timely perform its obligations regarding a Prohibited Exception, then, following Notice thereof from Landlord, Landlord may pay, discharge, bond or clear it. In that case, Tenant shall reimburse Landlord for Landlord’s Costs in doing so. Tenant shall not be required to discharge such Prohibited Exception if Tenant or any other Person is in good faith contesting it provided that a proceeding to foreclose that lien against the Fee Estate has not commenced.

16.2. *Protection of Landlord.* LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT ON CREDIT. NO MECHANIC'S OR OTHER LIEN FOR THAT LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE AND IF IT DOES, TENANT SHALL REMOVE SAME PURSUANT TO THIS ARTICLE. NOTHING IN THIS LEASE SHALL BE CONSIDERED OR CONSTRUED IN ANY WAY TO CONSTITUTE LANDLORD'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, EQUIPMENT OR MATERIAL SUPPLIER FOR PERFORMANCE OF ANY LABOR OR FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING TENANT ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIEN AGAINST THE FEE ESTATE AND IF IT DOES, TENANT SHALL REMOVE SAME PURSUANT TO THIS ARTICLE.

17. RIGHT OF CONTEST

17.1. *Legal Contest Conditions.* Tenant shall have the right (the "***Right of Contest***") to contest, at its expense, by appropriate legal proceedings diligently conducted in good faith, the validity of any Law or its application to the Premises; the terms or conditions of, or requirements for, any Approval; any Prohibited Exception; any item of expense or cost related to leasing, maintenance, management, occupancy, operation, ownership, repair, security, or use of, or Construction affecting, the Premises; or any matter against which this Lease requires Tenant to Indemnify Landlord (each, but excluding any Tax Contest, a "***Legal Contest***"). The term Legal Contest does not, however, include any exercise of Tenant's rights or remedies relating to any Mechanic's Lien, as those are covered separately. Tax Contests are also covered separately. Tenant may defer payment or performance of an obligation while it is subject to Legal Contest, but only so long as Tenant meets these conditions (collectively, the "***Legal Contest Conditions***"):

17.1.1. *Contest Security.* Tenant's deferral or noncompliance creates no material risk of a lien, charge, or other liability of any kind against the Fee Estate or Landlord, unless Tenant has given Landlord security, in form and substance, and from an issuer, reasonably satisfactory to Landlord, in an amount equal to 110% of the reasonably estimated aggregate amount of all charges, liability, lien, or obligation, including potential interest and penalties, involved in the Legal Contest and all other pending Legal Contests (the "***Contest Security***"), but only to the extent that 110% of that reasonably estimated aggregate amount exceeds an amount equal to six months (or three months, in a Major Construction Period) of then-current Base Rent, disregarding any Base Rent Abatement. Notwithstanding the foregoing, if Landlord has the right to require Contest Security pursuant to this Section 17.1.1, but a Leasehold Mortgagee holds similar security for the outcome of the Legal Contest and has agreed to apply it only to pay the amount due pursuant to resolution of the Legal Contest before applying it for any other purpose, then Landlord shall not require such Contest Security.

17.1.2. *Diligence.* Tenant prosecutes its Legal Contest with commercially reasonable diligence and in good faith.

17.1.3. Landlord Exposure. Tenant's deferral or noncompliance does not expose Landlord to any risk of criminal liability or place the Fee Estate in material danger of being forfeited or lost.

17.1.4. Named Parties. If Landlord has been named as a party in any action, then Tenant causes Landlord to be removed as that party and Tenant to be substituted in Landlord's place, if Law allows. If Law does not allow or if Tenant is unable to cause Landlord to be removed as that party despite its commercially reasonable efforts to do so, then Tenant may exercise its Right of Contest so long as the other Legal Contest Conditions are satisfied.

17.1.5. No Restriction Period. No Restriction Period exists.

17.2. Landlord Obligations and Protections. Landlord need not join in any Legal Contest unless (a) Tenant has satisfied the Legal Contest Conditions (as applicable); and (b) Law requires the Legal Contest to proceed in Landlord's name. In that case, Landlord shall cooperate, as Tenant reasonably requests, to allow the Legal Contest to proceed in Landlord's name. Landlord shall give Tenant any documents, deliveries and information in Landlord's control and reasonably necessary for Tenant to prosecute a Legal Contest. Landlord shall otherwise reasonably and promptly assist Tenant in any Legal Contest as Tenant reasonably requires, provided that the Tenant has satisfied the Legal Contest Conditions (as applicable). Tenant shall pay Landlord's Costs in any Legal Contest. Tenant shall Indemnify Landlord in connection with any Legal Contest.

17.3. Release of Contest Security. Subject to Tenant's obligation to Indemnify Landlord for a Legal Contest, Landlord shall promptly release all Contest Security after the Legal Contest has been resolved (or Tenant has paid the entire claim) and Tenant has performed all its obligations as determined by that resolution. Until then, Landlord shall hold any Contest Security to secure Tenant's performance of those obligations.

18. INDEMNIFICATION AND RELEASE

18.1. Tenant's Indemnity. Subject to any express waiver or release of liability in this Lease, and without regard to the sufficiency or limits of any insurance coverage, after the Commencement Date, Tenant shall Indemnify Landlord and Landlord's Required Additional Insureds, to the fullest extent Law permits, against all of these occurring in the Term, unless caused by Landlord's Wrongful Acts: (i) wrongful act or omission, or negligence, of Tenant or any Tenant Related Person, including any relating to or arising from this Lease or the Premises; (ii) any Legal Contest or Tax Contest; (iii) Application (or other document or agreement this Lease requires Landlord to sign) made by or for Tenant, even if Landlord signed it; (iv) Approval that Tenant obtains or seeks, and Tenant's acts or omissions relating to any such Approval, including any failure to comply with it; (v) control, management, occupancy, operation, possession, or use or nonuse of the Premises; (vi) illegal activities, including any infringements of third-party intellectual property rights, that occur on, at, or in the Premises; (vii) any Construction, Construction Easement, Mechanic's Lien, or Prohibited Exception; (viii) all obligations relating to the Premises and arising under Permitted Exceptions, except any obligations arising under a Fee Mortgage and not also an obligation of Tenant in this Lease; (ix) agreement of Tenant or any Tenant Constituent on any Construction, including any Construction Document; (x) any default under or failure to enforce any such agreement; (xi) condition of (or

any accident, bodily injury, damage, death, injury, personal injury, or property damage caused to any person or property on) the Premises or any curb, sidewalk, railroad siding, or street near or adjoining the Premises (or any bulkhead, pipeline, passageway, railroad siding, space, tunnel, or vault adjoining, appurtenant to, near, or under the Premises and for which any claim is made against the owner of the Land), including any condition or deficiency that existed on or before the Signing Date and any condition, deficiency, or event resulting from Construction on the Premises; (xii) Employee Claim or claim by any Builder, actual or potential Leasehold Mortgagee (including any dispute among multiple Leasehold Mortgagees), actual or potential Subtenant (except claims against Landlord under any SNDA that Landlord signed), or actual or potential Mechanic's Lien Claimant; (xiii) Tenant Default or breach of Tenant's express obligations under this Lease; (xiv) claim by any adjacent or nearby land owner or occupant relating to or arising from any activities on or at the Premises; and (xv) any latent, design, construction, or structural defect of any Building constructed or altered by or for Tenant. Landlord and all Landlord Constituents and Landlord's Required Additional Insureds shall have no responsibility for, and Tenant releases them from any liability for, any loss or expense arising from any matter described in the previous sentence (or for any loss or damage from any source affecting the Building, FF&E, or any personal property in the Building), except to the extent that Landlord's Wrongful Act was the sole cause of that loss, expense or damage. Nothing in this paragraph relates to any Hazardous Substance or Hazardous Substance Discharge, which this Lease addresses separately.

18.2. *Landlord's Indemnity.* Subject to any express waiver or release of liability in this Lease, and without regard to the sufficiency or limits of any insurance coverage, only with respect to periods from and after the Signing Date and prior to the Commencement Date, Landlord shall Indemnify Tenant and Tenant's Required Additional Insureds, to the fullest extent Law permits, against all of these occurring prior to the Commencement Date, unless caused by Tenant's Wrongful Acts: (i) wrongful act or omission, or negligence, of Landlord or any Landlord Related Person, including any relating to or arising from this Lease or the Premises; (ii) any Legal Contest or Tax Contest; (iii) control, management, occupancy, operation, possession, or use or nonuse of the Premises; (iv) illegal activities; (v) all obligations relating to the Premises and arising under Permitted Exceptions, including any obligations arising under a Fee Mortgage; (vi) any default under or failure to enforce any agreement to which Landlord or any Landlord Constituent is a party; (vii) any accident, bodily injury, damage, death, injury, personal injury, or property damage caused to any person or property on from a condition on the Premises or any curb, sidewalk, railroad siding, or street near or adjoining the Premises (or any bulkhead, pipeline, passageway, railroad siding, space, tunnel, or vault adjoining, appurtenant to, near, or under the Premises and for which any claim is made against the owner of the Land), that existed on or before the Commencement Date and any condition, deficiency, or event resulting from work on the Premises prior to the Commencement Date; (viii) Employee Claim or claim by any actual or potential Fee Mortgagee (including any dispute among multiple Fee Mortgagees), actual or potential or actual or potential Mechanic's Lien Claimant; and (ix) claim by any adjacent or nearby land owner or occupant relating to or arising from any activities on or at the Premises. Tenant and all Tenant Constituents and Tenant's Required Additional Insureds shall have no responsibility for, and Tenant releases them from any liability for, any loss or expense arising from any matter described in the previous sentence, except to the extent that Tenant's Wrongful Act was the cause of that loss, expense or damage. Nothing in this paragraph relates to any Hazardous Substance or Hazardous Substance Discharge, which this Lease addresses separately.

18.3. *Release by Tenant.* Tenant releases Landlord from all liability or loss that is, was, or could have been insured against by: (i) Property Insurance this Lease requires; or (ii) ordinary property insurance covering all insurable property in the Building.

18.4. *No Liability of Landlord.* From and after the Commencement Date, subject to the Permitted Exceptions, Tenant is and shall be in exclusive control and possession of the Premises. From and after the Commencement Date, Landlord shall not be liable for any injury or damage to any property (of Tenant or any other Person) or to any Person occurring on or about the Premises.

18.5. *Transfer Taxes.* Landlord shall Indemnify Tenant for Landlord's failure to pay Transfer Taxes due on creation of this Lease or on the execution, delivery, or recordation of the Updated Lease Memo.

18.6. *Survival.* This Article and all other Indemnity obligations in this Lease shall survive the Expiration Date for any duty to Indemnify as a result of actions, conditions, events, or omissions that arose or existed in the Term.

19. INSURANCE

19.1. *Required Insurance.* Tenant shall, at its sole expense, maintain these insurance policies (the "**Required Insurance**"), except that Tenant need not maintain Required Insurance when the Premises consist of vacant land (which shall be subject to the Section on Vacant Land below):

19.1.1. *Property Insurance.* Commercial property insurance on the Premises and Building ("**Property Insurance**"), under a "special perils" policy or its equivalent, in each case covering at least: (i) all perils insured under ISO special causes of loss form (CP 10 30) or a substitute form providing at least equivalent coverage; (ii) debris removal, demolition, and increased cost of construction caused by operation of Law on Restoration; (iii) flood and earthquake, as applicable consistent with Customary Insurance; (iv) collapse; (v) glass in the Premises and in its perimeter and demising walls, and the frames for that glass, including temporary repairs; and (vi) sprinkler damage, vandalism, and malicious mischief, in such amounts as are customarily carried, but in no event less than amounts Leasehold Mortgagee(s) then requires and not less than current full replacement cost without deduction for depreciation ("**Replacement Cost**") subject to commercially reasonable deductibles (but not exceeding \$500,000, Inflation-Adjusted), each adjusted as necessary after Damage. Property Insurance must: (a) include an Agreed Amount endorsement, waiving coinsurance; (b) provide for Replacement Cost valuation; (c) include Building Ordinance Endorsements; and (d) name Landlord and Fee Mortgagees as Loss Payees. Property Insurance shall also include a waiver of subrogation.

19.1.2. *Business Interruption.* As part of "**Property Insurance**," business interruption insurance in an amount sufficient to avoid any co-insurance penalty and equal to the greater of the following, as calculated from time to time and adjusted as necessary if Damage occurs, in each case for a period of 12 months: (i) estimated gross revenues (less estimated variable costs no longer incurred due to the business interruption) from operation of the Premises (including all other amounts to be received by Landlord or third parties that are Tenant's legal obligation), net of nonrecurring expenses; or (ii) Tenant's projected costs and expenses (including all Rent) to

maintain and operate the Premises. Landlord shall have a specific status as a Loss Payee under Tenant's business interruption insurance.

19.1.3. Boiler and Machinery. Boiler and machinery coverage for operations/facilities written on a Comprehensive Form. Boiler and machinery coverage must: (i) include an Agreed Amount endorsement, waiving coinsurance; (ii) provide for Replacement Cost valuation; and (iii) have combined direct and indirect limits no less than those for Property Insurance.

19.1.4. Automobile Insurance. Tenant and Builder (and any other Person driving onto the Land or the Premises to perform services for Tenant) must maintain automobile liability insurance on ISO Form CA 00 01, for all owned, non-owned, leased, rented, or hired vehicles (and any mobile equipment subject to compulsory insurance or financial responsibility laws), providing coverage with a combined single limit of at least \$1 million. This coverage must be endorsed to: (i) recognize Landlord and all of Landlord's Required Additional Insureds as additional insureds on ISO Form CA 20 48; (ii) provide primary and noncontributory liability coverage on ISO Form CA 04 49; and (iii) include a waiver of subrogation.

19.1.5. Liability Insurance. Commercial general liability insurance ("**Liability Insurance**") written on ISO occurrence form CG 00 01, including coverage for liability arising from Premises operations, independent contractors, products and completed operations, personal injury, advertising injury, and liability assumed under an insured contract, protecting and indemnifying Tenant and Landlord from and against claims for damages or injury to person or property or for loss of life or of property occurring upon, in, or about the Premises, vaults, sidewalks, and adjoining streets and passageways. Liability Insurance must afford a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all occurrences in each policy year. That aggregate limit must apply separately at the Premises. Landlord may increase that limit up to once every five years, on at least 180 days' Notice to Tenant, provided that any increased limit generally conforms to the limits customarily required for Similar Properties by prudent landlords or Mortgagees that are Institutions. Landlord's Required Additional Insureds shall be included as additional insureds in any Liability Insurance on a primary and noncontributory basis and any Liability Insurance policy shall include a waiver of subrogation benefitting all of Landlord's Required Additional Insureds.

19.1.6. Excess Liability. Excess liability with limits no less than \$50,000,000 (or such greater amount as a Fee Mortgagee may require, not to exceed \$100,000,000) per occurrence and in the aggregate to "follow form" with the underlying commercial general liability coverage, including any Liability Insurance subsumed in Construction Period Insurance.

19.1.7. Employees. Workers' compensation and employers' liability insurance covering all persons employed at or for the Premises with statutorily required limits, endorsed to cover liability of the insured under Other States Coverage, if applicable.

19.1.8. Construction Period Insurance. Before Tenant commences, and at all times during, any Construction, except to the extent otherwise fully covered by other Required Insurance in place, Tenant shall at its expense procure and maintain, or cause to be procured and maintained, these insurance coverages (together, "**Construction Period Insurance**"), by separate policy or endorsement(s) to other policies, all in compliance with the general requirements of this Lease on insurance, including delivery of Insurance Documents:

19.1.8.1. *Builder's Risk Insurance.* "All risk" builder's risk insurance on a completed value basis, in an amount sufficient to prevent coinsurance, covering the perils insured under the ISO special causes of loss form or equivalent coverage, including collapse, water damage, transit, flood, and earthquake to the extent obtainable at a reasonable cost in the commercial market, with commercially reasonable deductibles, covering the total value of work performed and equipment, supplies, and materials furnished (with an appropriate limit for soft costs) and covering not less than 100% Replacement Cost (including cost of debris removal, but excluding noninsurable items, such as excavation, foundations, and footings) of all equipment, supplies, and materials at any off-site storage location used for the Premises to the extent Tenant bears risk of loss with respect thereto (subject to the foregoing qualification for earthquake insurance) and subject to commercially reasonable deductibles (also constituting "**Property Insurance**"). This insurance shall also: (a) contain a waiver of subrogation against all of Landlord's Required Additional Insureds; (b) state that "permission is granted to complete and occupy"; (c) cover, for replacement value, all materials and equipment on or about any offsite storage location intended for use for the Premises; and (d) provide for a deductible not exceeding \$100,000, Inflation-Adjusted;

19.1.8.2. *Liability Insurance.* Contractor's commercial general liability insurance (to be provided by the general contractor unless Tenant maintains it) for not less than \$25,000,000 for personal and bodily injury for Major Construction, or \$1,000,000 for personal and bodily injury for any Construction other than Major Construction. All Liability Insurance during Construction shall: (a) not exclude, restrict, or limit coverage for claims arising from injuries to employees, or claims under New York Labor Law Section 240, 241, or related or similar provisions, or for "third-party over" actions; (b) include as "additional insureds" all of Landlord's Required Additional Insureds and Tenant, all on a primary and noncontributory basis, including completed operations coverage; (c) contain a waiver of subrogation; and (d) contain no exclusion for independent contractors, gravity related injuries or injuries sustained by an employee of an insured or any insured; provided, the standard employer's liability exclusion with "insured contract" exception afforded within ISO Form CG 2426, or its material equivalent, shall be acceptable;

19.1.8.3. *Automobile Insurance.* Automobile liability insurance for all owned, non-owned, leased, rented, or hired vehicles, providing coverage with a combined single limit of at least \$1,000,000, Inflation-Adjusted, which Tenant may provide through a combination of primary and excess umbrella liability policies; and

19.1.8.4. *Workers' Compensation Insurance.* Workers' compensation and disability benefits insurance covering all Persons employed for that Construction, as Law requires, including a waiver of subrogation.

19.1.8.5. *Increases in Insurance.* To the extent that the foregoing insurance at any time provides less coverage than that normally and customarily maintained for Similar Properties during similar Construction, Landlord may, from time to time, reasonably require increases in those insurance requirements, on at least 180 days' prior Notice to Tenant. Any such required increases shall not apply to Construction agreements already signed. If Landlord's additional requirements conform to the then-current insurance requirements of any Leasehold Mortgage, then they shall automatically be deemed reasonable, and Tenant shall comply with them. If any Leasehold Mortgagee requires additional or greater coverage than this Lease requires, Tenant

shall increase the insurance coverage this Lease requires to conform to the Leasehold Mortgagee's requirements for so long as that Leasehold Mortgage encumbers the Leasehold Estate. Tenant shall deliver Insurance Documents to Landlord evidencing that increased coverage promptly after any such Leasehold Mortgagee establishes any such additional or increased requirements.

19.1.8.6. *Subcontractors*. As an additional element of Required Insurance, Tenant shall also cause any Builder and its subcontractors under Major Subcontracts to maintain adequate insurance similar to Construction Period Insurance and, on Landlord's request, give Landlord Insurance Documents evidencing that insurance.

19.1.9. *Blanket Property Coverage*. Property Insurance, Boiler and Machinery coverage, and Business Interruption coverages may be written on a blanket, loss limit, or specific basis. The limits of coverage for the Premises must comply with this Article.

19.1.10. *Flood*. Flood insurance, if the Premises are located in an area identified by the Secretary of Housing and Urban Development, or any successor, as an area having special flood hazards and in which flood insurance has been made available and to the maximum extent available under the National Flood Insurance Act of 1968, as amended.

19.1.11. *Other Customary*. From time to time, such other insurance, or higher coverage amounts, and on such terms, and providing such coverage as Landlord reasonably requires, but only to the extent then customarily carried (as to both types and amounts) by prudent owners of buildings in Manhattan of a type, use, size, height, construction, location, and other characteristics generally similar to the Building ("**Customary Insurance**"), including any insurance that Landlord reasonably requires Tenant's vendors, contractors, or subcontractors to provide.

19.1.12. *Terrorism*. To the extent not covered by Property Insurance, commercial property and rent insurance for loss from perils and acts of terrorism as available under the Terrorism Risk Insurance Act of 2002 or its successor or otherwise generally available at commercially reasonable rates for Replacement Cost.

19.2. *Policy Requirements*. All Required Insurance must:

19.2.1. *Additional Insureds*. For all Liability Insurance, name all of Landlord's Required Additional Insureds, and Tenant, in the case of Construction Period Insurance, as additional insureds.

19.2.2. *Deductibles*. Contain commercially reasonable deductibles or self-insured retentions.

19.2.3. *Primary Coverage*. Be written as primary policies not contributing to or in excess of any coverage that Landlord or Tenant may carry.

19.2.4. *Forms and Carriers*. Be effected under standard form policies issued by carriers of recognized responsibility, licensed, authorized (or permitted or admitted) or otherwise permitted through duly licensed excess and surplus lines intermediaries to do business in the State, and rated no less than AVIII in the then current edition of the A.M. Best Company, Inc.,

Rating Guide or the then equivalent of those ratings. In the case of permitted but not admitted carriers, no limitations or exclusions that are unacceptable to Landlord may be inserted in any policy they issue. Tenant may provide any insurance under an insurance policy that covers multiple locations, provided that (i) with respect to property insurance covered by a master policy insuring multiple locations, the policy specifies (I) a loss limit on a per occurrence basis with no aggregate which is equal to the replacement cost of the Premises and Building Equipment and, (II) for certain perils such as flood, earthquake, windstorm, and other perils normally subject to a sublimit in such policies, the relevant sublimits on a per occurrence basis subject to whatever annual policy aggregates that may apply; (ii) with respect to Liability Insurance, the aggregate limit is an annual aggregate of at least \$50,000,000; and (iii) the policy otherwise complies with this Lease.

19.2.5. Losses. For Property Insurance, state that any losses shall be: (i) adjusted as this Lease provides; and (ii) payable to Landlord (or its designee), Tenant (or its designee), and Depository, as their interests may appear.

19.2.6. Mortgagees. Accommodate Mortgagees' requirements for delivery of ordinary and customary documentation related to Required Insurance, but no such documentation may be inconsistent with this Lease.

19.2.7. Notice of Cancellation. Contain the carrier's agreement that any cancellation, termination, or lapse requires at least 30 days' prior written notice to Landlord (only 10 days in the case of cancellation for nonpayment) (a "**Cancellation Notice**"). Tenant shall promptly give Landlord a copy of any Cancellation Notice that Tenant receives from its insurance carrier. Cancellation Notices shall be deemed commercially available, and Tenant shall cause its insurance carrier to deliver them to Landlord, at any and all times that Tenant's insurance carrier has agreed to provide Cancellation Notices to any Leasehold Mortgagee.

19.2.8. Waiver of Subrogation. Include (or consent to) a waiver of subrogation (or consent to release of liability) for Landlord's benefit.

19.2.9. Liability Insurance. For Liability Insurance, contain ordinary and customary contractual liability coverage for Tenant's Indemnity obligations under this Lease. Tenant's failure to obtain that contractual liability coverage shall not relieve Tenant from any such Indemnity obligation. Tenant's Liability Insurance shall: (a) not exclude, restrict, or limit coverage for claims arising from injuries to employees, under New York Labor Law Section 240, 241, or related or similar provisions, or for "third-party over" actions; and (b) contain no exclusion for independent contractors, gravity related injuries or injuries sustained by an employee of an insured or any insured.

19.3. Insurance Documents. On the Signing Date and, afterwards, upon written request by Landlord (not made more than twice a year) Tenant shall deliver to Landlord reasonable evidence of Required Insurance (including declaration page, endorsements, and customary ACORD forms), with proof of payment, including evidence reasonably satisfactory to Landlord that Tenant has renewed Required Insurance for at least one year ("**Insurance Documents**"), no later than five days before any Required Insurance expires or is cancelled or terminated.

19.4. *Policy Compliance.* Tenant shall comply with all Required Insurance. Tenant shall not do or permit anything to be done, or keep anything, in the Premises, that would cause or allow any carrier to refuse to provide any Required Insurance. If Tenant receives notice that a carrier intends to cancel any Required Insurance, Tenant shall within two Business Days give Landlord a copy.

19.5. *Waiver of Certain Claims.* Only to the extent that the property insurance policies of a party are in force and collectible and include a waiver of subrogation or permission to release liability, that party waives, for itself and those claiming through and under it, any right of recovery against the Counterparty and its agents for any insured loss. Each party releases the other party (and that other party's Indemnitees) from any claims caused by or resulting from risks insured against under those insurance policies.

19.6. *Separate Insurance.* Tenant shall not obtain separate insurance concurrent in form or contributing in the event of loss with any Required Insurance unless the separate insurance is excess and primary coverage and complies with all requirements for Required Insurance. Tenant shall immediately deliver Insurance Documents for any such separate insurance.

19.7. *Failure to Insure.* If Tenant fails to comply with any requirement of this Article, Landlord may, but shall have no obligation to, purchase any Required Insurance that Tenant has not properly documented by Insurance Documents as this Lease requires. Landlord must first give Tenant Notice as follows: (i) if the noncompliance results in the Premises having no Liability Insurance or having no Property Insurance, then no Notice; and (ii) otherwise, three Business Days' Notice. Tenant shall reimburse Landlord's Costs to purchase any Required Insurance in accordance with this paragraph.

19.8. *No Representation.* Neither party makes any representation that the limits, scope, or forms of insurance coverage this Lease requires are adequate or sufficient.

19.9. *Vacant Land.* Any time when the Premises consist of only the vacant Land and no Construction or demolition is being performed, Tenant shall: (a) secure and maintain commercial general liability insurance against claims for personal injury, death or property damage occurring on, in or about the Premises or adjoining streets and passageways, providing coverage for a combined single limit of \$5,000,000 for any one occurrence; (b) give Landlord Insurance Documents for that insurance when and as this Lease would require for regular Liability Insurance; and (c) keep the Premises fenced off and secured in compliance with Law.

19.10. *Disputes.* Disputes on insurance requirements under this Lease shall be resolved through Expedited Arbitration with an arbitrator that has at least 10 years' experience arranging insurance for first-class buildings in Manhattan.

19.11. *Landlord's Required Additional Insureds.* "**Landlord's Required Additional Insureds**" means Landlord; all persons Landlord designates by Notice to Tenant, consistent with ordinary insurance practices; and Fee Mortgagees. Landlord initially designates these persons, at these addresses, as Landlord's Required Additional Insureds:

Person	Address
375 Lafayette Street Properties, LP (successor-by merger to 375 Lafayette Street Properties, LLC	For all:
SP Great Jones LLC	c/o Edison Properties, LLC
Edison NY Parking, LLC	110 Edison Place, Suite 300
Edison Properties, LLC	Newark, NJ 07102
Edison Construction Management, LLC	
Edison Parking Corporation	

19.12. *Tenant's Required Additional Insureds.* “***Tenant's Required Additional Insureds***” means all persons Tenant designates by Notice to Landlord, consistent with ordinary insurance practices. Tenant initially designates these persons, at these addresses, as Tenant's Required Additional Insureds:

Person	Address
375 Lafayette Ground Lessee LLC	For all :
375 Lafayette Mezz LLC	c/o Edward J. Minskoff Equities, Inc.
375 Lafayette Holdings LLC	1325 Avenue of the Americas
375 Lafayette GP LLC	23rd Floor
375L Sponsor LLC	New York, NY 10019
375L Investors LLC	
Edward J. Minskoff	
Edward J. Minskoff Equities, Inc.	

20. LOSS (DAMAGE OR CONDEMNATION)

20.1. *Prompt Notice.* If either party becomes aware of any material Damage or actual or threatened Condemnation, that party shall promptly Notify the Counterparty. The parties shall cooperate to cause any Loss Proceeds, except from an Immaterial Loss or a Temporary Condemnation, to be paid to Depository when and as disbursed. Loss Proceeds from an Immaterial Loss shall be paid directly to Tenant to be held in trust and applied first to Restore, if required under the circumstances, with any excess Loss Proceeds not needed to Restore to be retained by Tenant.

20.2. *Damage.* If Damage occurs, then no Rent shall abate. Subject to Unavoidable Delay, Tenant shall Restore with reasonable continuity, diligence, and promptness, and in any event

according to a schedule that preserves the insurance carrier's responsibility to pay replacement cost rather than actual cash value. Tenant shall Restore in compliance with the Construction provisions in this Lease, including Tenant's: (i) right to change the Building as this Lease allows; and (ii) obligation to satisfy all conditions in this Lease for Construction, including the Major Construction Conditions if the Restoration constitutes Major Construction. To the extent that, because of Damage, the Building cannot legally be Restored to its previous bulk or use: (a) the loss of that right to Restore shall be treated as a Partial Condemnation; (b) any Loss Proceeds attributable to the resulting diminution in value of the Premises shall be applied in the same manner, and with the same effect on Base Rent, as a Condemnation Award from a Partial Condemnation; and (c) the ZFA requirements in the Construction Standards shall decrease proportionately.

20.3. *Total Condemnation.* If a Total Condemnation occurs, then at the Condemnation Effective Date the Expiration Date shall occur, without prejudice to the parties' rights under this Lease to participate in the Condemnation Award and Loss Proceeds Determination, all as if this Lease continued. The parties shall Prorate Rent and direct Depository (and any other payor) to disburse the Condemnation Award in this order of priority, until exhausted. Payments to each party shall be subject to its Mortgagees' rights.

20.3.1. *Landlord.* First, to Landlord, the Leased Fee Value.

20.3.2. *Tenant.* Second, to Tenant, the balance.

20.4. *Partial Condemnation.* If a Partial Condemnation except an Immaterial Loss occurs, then any Condemnation Award shall be paid to Tenant for Restoration subject to the same procedures as Property Insurance Proceeds. Tenant shall Restore as this Lease requires for Restoration after Damage. After Tenant has completed and fully paid for Restoration, any remaining Condemnation Award shall be released by Depository (i) first, to pay Landlord, subject to rights of Fee Mortgagees, an amount ("**Landlord's Partial Condemnation Award**") equal to: (x) the Leased Fee Value; times (y) a fraction (the "**Lost Value Percentage**") equal to: (a) the fair market value of the Premises as a whole as if this Lease did not exist (the "**Premises Value**") as of the date immediately before the Partial Condemnation Effective Date (disregarding the pending Condemnation) minus the Premises Value as of the date immediately after the Partial Condemnation Effective Date; divided by (b) the Premises Value as of the date immediately before the Partial Condemnation Effective Date (disregarding the pending Condemnation) and (ii) second, to Senior Leasehold Mortgagee on Tenant's account, to be applied as Senior Leasehold Mortgagee and Tenant agree. If, after completion of the Restoration, the Landlord's Partial Condemnation Award is less than the full amount which Landlord would have received if the Condemnation Award was first paid to Landlord and not made available to Tenant for the Restoration, the Base Rent shall decrease by an amount equal to the product of (a) the Lost Value Percentage times the Base Rent and (b) a fraction, the numerator of which is the amount of Landlord's Partial Condemnation Award received by Landlord and the denominator of which is the full amount which Landlord would have received if the Condemnation Award were first paid to Landlord and not made available to Tenant for the Restoration. That reduction in Base Rent shall: (x) in no event exceed an amount equal to (a) Landlord's Partial Condemnation Award times (b) the then-current prevailing capitalization rates at the time for leased fee estates; and (y) not apply on and after any later Land Value Date, because the Land

Value shall itself directly take into account the reduction of the Land resulting from the Partial Condemnation.

20.5. *Temporary Condemnation.* If a Temporary Condemnation occurs, then Tenant, subject to Leasehold Mortgagees' rights, shall receive the Condemnation Award, to the extent attributable to periods in the Term and a temporary taking of Tenant's rights under this Lease. If, however, part of the Condemnation Award relates to periods after the Expiration Date, the parties shall Prorate it. A Temporary Condemnation shall not affect this Lease. Tenant shall, in a commercially reasonable manner, control any proceedings on a Temporary Condemnation, except as follows. Landlord may at its option control the proceedings if either: (i) the Temporary Condemnation may continue beyond the Scheduled Expiration Date; (ii) Tenant may not legally participate; (iii) a Restriction Period exists; or (iv) the Temporary Condemnation could impair the Fee Estate or Landlord's rights under this Lease. If Landlord controls Temporary Condemnation proceedings, then Landlord shall not settle them without reasonable consent from: (a) Senior Leasehold Mortgagee; and (b) unless a Restriction Period exists, Tenant.

20.6. *Continuation of Lease.* Unless and until this Lease has been validly terminated in accordance with its terms: (i) this Lease shall not terminate, be forfeited, or be affected in any other manner (except as this Article expressly states), and Tenant waives any right to quit or surrender the Premises in whole or in part, because of any Loss or resulting untenability; and (ii) Tenant's Lease obligations, including the duty to pay Rent, shall continue unabated. The parties' rights and obligations on Loss Proceeds shall survive termination of this Lease.

20.7. *Loss Near End of Term.* If in the last five years of the Term Damage occurs to the extent that Restoration cost would reasonably be estimated to exceed 50% of the then replacement value of the Building (or a Condemnation occurs taking more than that percentage of the Building), then Tenant shall have the option, exercisable by Notice to Landlord (accompanied by Leasehold Mortgagee Consent) (a "**Loss Termination Notice**") given within 30 days after the Loss, to require a Lease Termination. A Lease Termination shall then occur, and Tenant shall have no obligation to Restore, only if and when Tenant has satisfied all the Loss Termination Requirements. The "**Scheduled Expiration Date**" shall be modified accordingly. During any period when Tenant has the right to give a Loss Termination Notice and has not waived that right, or has not yet satisfied the Loss Termination Requirements, Landlord and not Tenant shall control Loss Proceeds Determination. Before and after any Lease Termination pursuant to a Loss Termination Notice, Tenant shall cooperate with Landlord on recovery of Loss Proceeds, all as Landlord reasonably requests. Any dispute on a Loss Termination Notice, its validity, Tenant's cooperation on recovery of Loss Proceeds, or the Loss Termination Requirements shall be determined by Expedited Arbitration. If Tenant gives a proper Loss Termination Notice, then Tenant must, within 30 days after the Loss Termination Notice, take all these actions (collectively, the "**Loss Termination Requirements**") as conditions to Lease Termination:

20.7.1. *End of Term Surrender.* Subject in all cases to the Loss, surrender possession of the Premises in the condition and manner this Lease requires at end of Term; surrender all rights under this Lease; and otherwise take all actions this Lease requires Tenant to take at end of Term.

20.7.2. Loss Proceeds Assignment. Assign to Landlord all rights to Loss Proceeds with evidence that, in the case of Property Insurance Proceeds, the carrier has consented to that assignment. In the alternative, Tenant must make arrangements satisfactory to Landlord to assure that Landlord will obtain the benefit of all Property Insurance Proceeds.

20.7.3. No Restoration. Not commence or pursue any Restoration, except: (i) with Landlord's consent, not to be unreasonably withheld; or (ii) the minimum Construction that Law requires to make the Premises secure and not a safety hazard.

20.7.4. Payment. Remit to Landlord the sum of: (i) the deductible amount for Property Insurance; (ii) all Loss Proceeds previously paid to Tenant; and (iii) the cost to Restore to the extent it is reasonably estimated to exceed Loss Proceeds (paid and unpaid) and the deductible amount.

20.7.5. Third Parties. Give Landlord reasonable evidence of: (i) Leasehold Mortgagee Consent to Lease Termination; (ii) all Leasehold Mortgagees' waiver of any right or claim to Loss Proceeds, to participate in Loss Proceeds Determination, or to a New Lease; (iii) departure from the Premises (and surrender and termination of all unexpired Subleases) by all Subtenants; and (iv) disclaimer of all Subtenants' rights to Loss Proceeds.

20.7.6. Timing. Tenant must satisfy all Loss Termination Requirements within 30 days after the Loss Termination Notice becomes effective. If Tenant does not do that, then Tenant shall be deemed to have irrevocably withdrawn the Loss Termination Notice.

21. LOSS PROCEEDS

21.1. Loss Proceeds Determination. Tenant shall control Loss Proceeds Determination subject to the further provisions of this Article, except as this Lease otherwise states for certain Temporary Condemnations. If, however, an Event of Default exists and no Leasehold Mortgagee is exercising its cure rights, then Landlord shall control Loss Proceeds Determination. Notwithstanding anything to the contrary in any Leasehold Mortgage or any Incentive Program Document, Tenant shall apply (or cause the application of) all Loss Proceeds to Restore as this Lease requires. No inconsistent obligation related to the application of any Loss Proceeds under any loan or Incentive Program Document shall limit Tenant's obligations to Restore. Each party shall (and shall diligently seek to cause its Mortgagees to) take actions, reasonably satisfactory to the parties, as either reasonably requests for a Loss Proceeds Determination, all at Tenant's expense. Each Leasehold Mortgagee may at its option (and at its own expense except as the preceding sentence states) participate in a Loss Proceeds Determination. With respect to (x) a Condemnation, except for an Immaterial Loss and (y) Damage to more than 25% of the gross square footage of the Building (taken as a whole), Landlord and each Fee Mortgagee may each at its option (and at its own expense except as the preceding sentence states) participate in a Loss Proceeds Determination. That does not: (a) give any Mortgagee any additional rights (beyond those it otherwise has, if any) to approve any settlement or other matter related to Loss Proceeds; or (b) limit any Mortgagee's rights against its Mortgageor.

21.2. Approval of Settlement. Any settlement on Loss Proceeds Determination with respect to (x) a Condemnation, except for an Immaterial Loss and (y) Damage to more than 25% of the gross square footage of the Building (taken as a whole), requires: (i) reasonable consent by

Landlord and Tenant; (ii) only to the extent the Leasehold Mortgage loan documents require, reasonable consent by each Leasehold Mortgagee; and (iii) only to the extent the Fee Mortgage loan documents require, reasonable consent by each Fee Mortgagee.

21.3. *Disbursement.* Loss Proceeds from an Immaterial Loss shall be released to Tenant. Tenant shall cause all Loss Proceeds, except from a Temporary Condemnation or an Immaterial Loss, to be paid only to Depository, to be disbursed as this Lease requires. The parties shall direct Depository accordingly. Depository shall disburse Loss Proceeds to Tenant from time to time, for Restoration to the extent this Lease allows or requires. For any Loss, Tenant shall promptly cause all disbursement conditions to be met, so Tenant can Restore in compliance with this Lease, including Tenant's deposit of any shortfall between Loss Proceeds and anticipated cost of Restoration. Until Tenant has completed and paid for Restoration, Tenant shall hold in trust all Loss Proceeds it receives, to be used first only to pay for Restoration. When Tenant completes and pays for Restoration, and Landlord (or Fee Mortgagee) has received all Loss Proceeds this Lease awards to Landlord (or Fee Mortgagee), Depository shall release to Tenant and Tenant may keep all remaining Loss Proceeds, subject to rights of Leasehold Mortgagees. If Lease Abandonment occurs, Depository shall promptly release all remaining Loss Proceeds to Landlord subject to the rights of Fee Mortgagees, free of any claim by Tenant or any Leasehold Mortgagee. Only to the extent a party receives Loss Proceeds free of any obligation to use them for a particular purpose, that party's Mortgagee may instead receive those Loss Proceeds. No Mortgagee shall receive any Loss Proceeds except as this Article states. Either party may assign to its Mortgagee its rights under this Article. That assignment shall not modify the rights assigned and shall be subject to all the terms of this Article. Notwithstanding anything in this paragraph to the contrary, if the Leasehold Mortgagee is a financial Institution meeting the Financial Test, then the Leasehold Mortgagee shall be the Depository and Loss Proceeds shall be disbursed, whether or not the Leasehold Mortgagee is in default, in accordance with any ministerial disbursement procedures under the Leasehold Mortgage, provided they are consistent with prompt Restoration rather than use of Loss Proceeds to repay any indebtedness before Restoration has been completed and full paid for.

21.4. *Funding Shortfall.* If Restoration Funds do not suffice to Restore, then Tenant shall nevertheless Restore. Tenant shall promptly expend on Restoration or deposit with Depository an amount equal to the insufficiency. Until that insufficiency has been eliminated, Depository shall not release any Loss Proceeds to Tenant.

21.5. *Lease Abandonment/Expiration.* If Lease Abandonment occurs or the Lease expires before the Restoration Completion Date, then Landlord shall receive all remaining Loss Proceeds, subject to the rights of Fee Mortgagees, free of any claim by Tenant or any Leasehold Mortgagee. Tenant shall execute such documents as Landlord reasonably requires to implement the previous sentence.

21.6. *Depository Agreement.* To the extent this Lease requires Loss Proceeds to be held by a Depository, subject to the terms of any Leasehold Mortgage (it being agreed that if a Leasehold Mortgage exists, the Leasehold Mortgagee shall control disbursement of Loss Proceeds as described in and subject to the last sentence of Section 21.3 above and the further requirements of this paragraph), the parties (and, at each party's option, its Mortgagee) shall enter into, and Tenant shall cause Depository to enter into, a depository agreement for Loss Proceeds consistent with this Lease and reasonably satisfactory to the parties and their Mortgagees, consistent with

normal and customary disbursement procedures for Restoration in permanent loans in the County. A depository agreement will not be required if Leasehold Mortgagee controls disbursement of Loss Proceeds and Leasehold Mortgagee's disbursement procedures are ordinary and customary (in Landlord's reasonable judgment) and do not under any circumstance permit Loss Proceeds to be applied to pay Leasehold Mortgagee's loan prior to completion of and payment for the Restoration. In any event, however, the disbursement procedures shall: (i) require compliance with any conditions and requirements in this Lease that apply to Tenant's commencement and prosecution of, and payment for, Restoration; (ii) disregard any Default unless it has become an unwaived Event of Default; (iii) disregard any default under any Mortgage, whether or not cure periods have expired; (iv) prohibit any disbursement to a Mortgagee except as this Lease expressly permits or to the extent of funds released to its Mortgagor free of any obligation to apply them for any particular purpose; and (v) include customary escrowee protections, including a release of Depository from liability except for gross negligence or willful misconduct.

21.7. *Depository.* If at any time the Person acting as Depository no longer complies with the definition of that term, then Tenant shall promptly designate a replacement Depository that complies with that definition. The parties shall then cooperate to replace the Depository; enter into a new depository agreement consistent with this Lease; and instruct the outgoing Depository to transfer undisbursed Loss Proceeds accordingly.

21.8. *Disputes.* Disputes on valuations under this Section (including any dispute on prevailing capitalization rates) shall be determined in the same manner as Land Value.

22. ENVIRONMENTAL MATTERS

22.1. *Prohibitions.* Tenant shall not cause or permit, and shall cause every Tenant Constituent not to cause or permit, to occur or exist on, under, or at the Premises in the Term any: (i) disposal, generation, manufacture, processing, production, refining, release, or storage of any Hazardous Substance, or transportation to or from the Premises of any Hazardous Substance, unless in compliance with all Environmental Laws; or (ii) violation of any Environmental Law, other than violations that Landlord affirmatively caused in the Interim Period.

22.2. *Tenant's Obligations.* Tenant shall, at Tenant's expense, for the Premises:

22.2.1. *Compliance.* Comply with all Environmental Law;

22.2.2. *Remediation.* In each case as Environmental Law requires, investigate, mitigate, remediate, and clean up (collectively or individually, with all related investigation, planning, and preparatory activities, "**Clean-Up**") any Hazardous Substance Discharge, regardless of when it occurs or occurred (including before the Signing Date) and regardless of the cause of the Hazardous Substance Discharge, unless caused, after the Signing Date, by a Landlord Related Person;

22.2.3. *Government Submissions and Filings.* Make all submissions to and deliver all information and notices required by any Government under any Environmental Law and, if any Government requires any Clean-Up, then prepare, obtain, and submit to the Government all required plans, reports, bonds, and other financial assurances, and obtain all Government approvals related to those submissions;

22.2.4. *Clean-Up Completion.* Promptly and diligently carry out any required Clean-Up, including completion of all actions and filings necessary to close out any environmental proceeding or active file maintained for the Land by any Government;

22.2.5. *Indemnification.* Indemnify Landlord regarding any Hazardous Substance Discharge, Clean-Up, or Environmental Law violation that occurs with respect to a condition that first arises at the Premises after the Commencement Date;

22.2.6. *Reporting.* Keep Landlord fully informed of Tenant's compliance with this Article and give Landlord simultaneous copies of all written communications that Tenant or its adviser sends or receives to or from any Government or any potentially responsible party on the matters described in this Article; and

22.2.7. *Inspection.* Allow Landlord and its designees to inspect the Premises, as reasonably requested, at any reasonable time to determine the status of any matter arising under this Article.

22.3. *Historical Conditions.* Neither party has any obligation to Indemnify the other, and each party releases the other from any liability, for any claims arising from any Hazardous Substance Discharge, Clean-Up, or Environmental Law violation that occurred on or before the Commencement Date. Neither party may implead the other in any action with respect to such claims.

22.4. *Definitions.*

22.4.1. *Environmental Law.* "**Environmental Law**" means any Law on natural resources or the environment, including ground, air, water, or noise pollution or contamination, and underground or above ground tanks. "**Environmental Law**" includes the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; Clean Water Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 7401 et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; Atomic Energy Act, 42 U.S.C. § 2011 et seq.; Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; Occupational Safety and Health Act, 29 U.S.C. § 651, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq., and any state or local counterpart or equivalent of any of the foregoing, including the New York State Safe Drinking Water Act, New York Environmental Conservation Law Article 27, New York State Solid Waste Disposal Act, New York Navigation Law, and any transfer of ownership notification or approval Laws. "**Environmental Law**" also includes any limitation or obligation imposed by (or agreed with) any Government on the use of, or activities on, the Land by authority of any Environmental Law or in connection with any Clean-Up.

22.4.2. *Hazardous Substance.* "**Hazardous Substance**" means any substance, whether solid, liquid, or gaseous, that: (i) is listed, defined, or regulated as a "hazardous substance," "hazardous waste," "toxic substance," "regulated substance," "industrial solid waste," or "pollutant" or otherwise classified as hazardous or toxic, in or under any Environmental Law; (ii) is or contains asbestos, radon, polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, motor fuel, or other petroleum hydrocarbons; or (iii) that

causes or poses a threat to cause a contamination or nuisance on the Premises or any adjacent property or a hazard to the environment, natural resources, or health or safety of persons on or near the Premises.

22.4.3. *Hazardous Substance Discharge.* “**Hazardous Substance Discharge**” means any deposit, discharge, existence, generation, release, threatened release, or spill of a Hazardous Substance that occurs or occurred at, on, under, or from the Premises, or into the Land (including from adjacent or nearby land or bodies of water), or that arises or arose from use, occupancy, or operation of the Premises or any activities conducted on, at, or under the Premises or any adjacent or other real property or body of water or sewage or stormwater system, or resulting from seepage, leakage, or other transmission or migration of Hazardous Substances from other real property to the Land, in each case regardless of: (i) who caused it; (ii) when it occurred, before or in the Term; or (iii) whether Tenant discovered it in any due diligence or testing.

22.5. *Survival and Third Parties.* Tenant's obligations arising under this Article before the Expiration Date shall survive the Expiration Date. They do not limit Tenant's rights against third parties, except that, except as expressly set forth in Section 22.2.5, Tenant releases Landlord and its Constituents from all liability and claims on the matters in this Article. If any Person commences an action against Tenant relating to any matter in this Article, then Tenant shall not, and waives any right to, implead Landlord or its Constituents.

23. REPRESENTATIONS AND WARRANTIES

23.1. *Reciprocal.* Each of Landlord and Tenant (a “**Warrantor**”) represents and warrants to the other that these statements (the “**Warranties**”) are true as of the Signing Date. The Warranties survive any Expiration Date.

23.1.1. *Authorization, Signing, Delivery, and Performance.* Warrantor has full authority, capacity, and right to sign, deliver, and perform under this Lease, the Lease Memo, and all other agreements and documents to which it is a party related to or required by this Lease (collectively, the “**Lease-Related Documents**”). Warrantor has duly authorized the signing and delivery of all Lease-Related Documents. The Lease-Related Documents constitute binding, enforceable, and valid obligations of Warrantor. Execution, delivery of, and performance under the Lease-Related Documents do not violate any agreement, contract, or organizational document of, or other restriction that binds, Warrantor. Neither execution of the Lease-Related Documents nor consummation of the transactions they contemplate violates any agreement (including Warrantor's organizational documents), contract, or other restriction that binds Warrantor.

23.1.2. *Back-Up Withholding.* Warrantor has not been notified it is subject to back-up withholding.

23.1.3. *Broker.* Warrantor has dealt with no broker, finder, or other person entitled to any consideration or commission on account of this Lease; and (b) no person is entitled to any commission or finder's fee on account of any agreements or arrangements made by that party.

23.1.4. *Insolvency.* Warrantor is not insolvent or subject to an Insolvency Proceeding.

23.1.5. *Legality.* Warrantor is a Person with whom United States citizens may legally do business.

23.1.6. *Litigation.* Warrantor is not a party to any (and, to Warrantor's knowledge, there is no existing, pending, or threatened in writing) action, litigation, proceeding, or suit before any Government affecting Warrantor, or any constituent entity or individual of Warrantor, that would, if adversely determined, materially adversely affect the Premises, Initial Development, Warrantor's performance under this Lease, or Counterparty's rights under this Lease.

23.1.7. *No Consent.* Warrantor needs no Person's approval, except any approval already obtained, to sign, deliver, and perform under any Lease-Related Document.

23.1.8. *Status.* Warrantor is duly formed, validly existing, and in good standing under the law of a state of the United States or the District of Columbia.

23.2. *Tenant Representations and Warranties; Ownership and Control.* Tenant represents and warrants that the organizational chart in **Exhibit F** accurately depicts the ownership and Control of Tenant (including individual ownership interests, but only for individuals with Control over Tenant or holding 10% or more of the Equity Interests in Tenant, except owners of interests in investment funds, public companies, and similar entities). Upon Landlord's request, which request shall not (so long as no Event of Default exists) be made more than once in any 12-month period, Tenant shall provide Landlord with an updated (if applicable) organizational chart in a similar format to that shown on **Exhibit F**.

23.3. *Landlord Representations and Warranties; Ownership and Control.* Landlord makes the following representations and warranties, which shall expire on the date that is six months after the Commencement Date, except to the extent Tenant has before that date Notified Landlord of a claim of breach of representation or warranty, which claim identifies the breach and describes it with reasonable specificity. If Tenant's damages as a result of all such breaches do not exceed \$50,000, then Tenant shall be deemed to have waived those breaches. If those damages exceed \$50,000, then Tenant may make a claim for all damages starting from the first dollar. Landlord's total liability for all breaches shall in no event exceed \$2,000,000. In no event shall any breach of representation or warranty entitle Tenant to cancel, terminate, or rescind this Lease. Tenant's only remedy, if any, shall consist of the right to recover actual damages

23.3.1. *Occupancy Agreements.* Except for this Lease and Permitted Exceptions, the Billboard Agreement and any Occupancy Agreements constituting Permitted Exceptions, there are no Occupancy Agreements in effect with respect to the Premises. As used herein, the term "**Occupancy Agreement**" shall mean any lease, license, other written agreement granting any rights of occupancy or any oral tenancies, in each case, with respect to the Premises or any portion thereof and entered into by Landlord or Landlord's Affiliate; and each Occupancy Agreement shall be deemed to include all the written instruments comprising the same, or entered into in connection therewith, including any amendments, supplements or other modifications, lease guaranties, side agreements, confirmatory letters, estoppel certificates, or recognition or non-disturbance agreements.

23.3.2. *Billboard Agreement.* A true, correct and complete copy of the Billboard Agreement has been provided to Tenant (or its counsel). Landlord has not given or received any

written notice(s) of default under the Billboard Agreement that have not been cured, and, to Landlord's knowledge, there exists no material default by Landlord or any other party under the Billboard Agreement.

23.3.3. Contracts. There are currently no contracts involving the operation, management and/or maintenance of the Premises (or any portion thereof) which will be binding on Tenant, including (i) any management, agency or brokerage agreement and/or (ii) any other service, supply, maintenance or similar contract.

23.3.4. Not Foreign Person. Landlord is not a "foreign person" within the meaning of the applicable provisions of the Internal Revenue Code of 1986 as amended.

23.3.5. Pending Proceedings. Subject to Section 15.5: (1) to Landlord's knowledge, there are no pending condemnation or eminent domain proceedings which might result in a Condemnation, and Landlord has not received any written notice from any Government regarding any potential such proceedings and (2) there are otherwise no actions, suits or proceedings pending before any court or other Government to which Landlord is a party and which affect the Premises (and, to the best knowledge of Landlord, no such action, suit or proceeding has been threatened).

23.3.6. RPIE Filings. Landlord has filed the New York City Department of Finance Real Property Income and Expense (RPIE) Form with the New York City Department of Finance for each year of Landlord's ownership of the Premises through the report due in 2024. Landlord shall file its RPIE report due in 2025 on or about June 2, 2025.

23.3.7. No Filings. There are no employees with respect to the Premises for which Tenant will be responsible from and after the Signing Date.

23.3.8. Development Rights. Except as disclosed in First American Title Insurance Company's report/commitment/policy no. TA-10356-NY, dated March 24, 2025, Landlord has not previously directly or indirectly conveyed (or encumbered) in any unrecorded document any Development Rights appurtenant to the Premises or entered into any agreement to do so.

23.3.9. Third-Party Reports. Landlord has no third party reports (including environmental, zoning, geotechnical, and site condition reports) pertaining to the Premises that both: (a) Landlord received on or after January 1, 2020 and (b) are within the possession or control of Landlord.

23.3.10. Union Contracts. As of the Commencement Date there will be no union contracts that affect or are binding on the Premises or the operation thereof by Landlord or its Affiliates.

23.3.11. Purchase Rights. To Landlord's knowledge, no Person has any option, contract or right of first refusal or offer to purchase the Premises.

23.3.12. Governmental Notices. To Landlord's knowledge, subject to Section 15.5, Landlord has not received any written notice from any Government of a violation of any Environmental Laws that has not been corrected or any written notice from any Government

informing Landlord of any investigation, audit, cleanup, abatement or containment with respect to any environmental contamination at the Premises.

23.3.13. Meaning of Knowledge. As used in Landlord's representations and warranties, Landlord's "knowledge": (a) means the current, actual knowledge of Victoria Morrison or Robert Scharf, with no duty of inquiry, and (b) shall not include any constructive or imputed knowledge.

23.4. No Landlord Liability. Except as this Lease expressly states and subject only to Landlord's express representations, warranties, covenants, and obligations in this Lease:

23.4.1. Inspection. Tenant has inspected and examined the Premises and is fully familiar with their physical condition, state of repair, operating history, and all other matters about the Premises and this Lease. Tenant accepts the Premises in its as-is state and condition, with all faults, on the Signing Date, including all existing environmental and other conditions and latent defects. Tenant has examined and considered all circumstances of this Lease as Tenant deems necessary or appropriate.

23.4.2. No Other Landlord Representations or Warranties. Neither Landlord nor any Landlord Constituent has made, and each disclaims, any representation or warranty, express or implied, of any kind on the Premises, including their compliance with Law or Permitted Exceptions, availability of Approvals (or terms of any possible Approvals), archeology, boundaries, condition, Construction or development potential or feasibility, drainage, easements, electromagnetic radiation, encroachments, engineering, environmental characteristics, expenses, flooding, geotechnical conditions, Hazardous Substances, history, income, Law, lead paint, management, occupancy, operations, physical characteristics (including patent or latent defects), plans and specifications, plumbing, possession, profitability, radon, Real Estate Taxes (past, present, or future, and including assessment, classification, and filings), Rent Regulation status, retaining walls, revenues, roof, structure, subsurface matters, suitability for development or otherwise, sewer or water service, systems, tax treatment or characterization of any matter, title, Utilities, uses (past, present, future, possible, or potential), value, variances, or violations, whether or not entered of record.

23.4.3. No Inducement. In signing this Lease, Tenant has not been induced by and has not relied on any written or oral representation, warranty, or statement, express or implied, made by Landlord or anyone acting for Landlord, except as expressly set forth in this Lease. Landlord shall not be bound in any way by any oral or written development budget estimate, income report, operating expense report, projection, set-up, or other information about the Premises made or furnished (or claimed to have been made or furnished) to Tenant.

23.4.4. Release. Tenant releases, waives, and covenants not to assert any claim or liability against Landlord or any Landlord Constituent based on any theory of warranty, express or implied, about the Premises, this Lease, or any other matter referred to in this Article. Landlord need not perform any Construction. Except as this Lease expressly states, Landlord has no obligations under this Lease.

24. LANDLORD'S TRANSFERS

24.1. *Landlord's Right to Convey.* Landlord (or the holder of any Equity Interest in Landlord) may Transfer the Fee Estate (or any or all of that Equity Interest) from time to time, but only if:

24.1.1. *Assumption.* For a Fee Estate Transfer, subject to the Exculpation Article below, Transferee delivers to Tenant a Lease Assumption.

24.1.2. *Certain Funds.* For a Fee Estate Transfer, except an Involuntary Transfer (other than a deed-in-lieu of foreclosure), any funds in Landlord's hands at the time of Transfer, in which Tenant has an interest, and the L/C, are turned over to Transferee.

24.1.3. *Notice.* Landlord (new or old) promptly Notifies Tenant of any Fee Estate Transfer.

24.1.4. *Prohibited Persons.* Any Fee Estate Transferee is not a Prohibited Person.

24.1.5. *Subordination.* Any Landlord Transfer shall be subject to this Lease and shall not impair the Leasehold Estate in any way.

24.1.6. *Landlord's Controlling Interest Transfer.* Until the earlier of (a) the Initial Development Completion Date; or (b) the date 84 months after the Signing Date, no Landlord Transfer (except an Involuntary Transfer or a Transfer to a Family Member) shall result in a change of Control of Landlord.

24.2. *Release of Transferor Landlord.* On a Transfer of the entire Fee Estate in compliance with this Lease, Transferor shall automatically be freed from all liability under this Lease that arises from events after the Transfer, except liability for any failure to deliver to Transferee any funds in which Tenant has an interest.

24.3. *Effect of Landlord's Transfer.* Any deed that conveys Landlord's interest in the Fee Estate in accordance with this Lease shall, except as that deed expressly states otherwise, automatically assign, convey, and transfer to the grantee all contractual, property, and other rights of Landlord under this Lease, including rights to: (i) collect any past-due Rent; (ii) enforce any other undischarged obligations of Tenant; and (iii) resort to any and all rights and remedies of Landlord under this Lease for any Default, whether past, present, or future, subject to Article 40. Upon the delivery and recording of a deed conveying any interest in the Fee Estate, the former Landlord shall retain no interest in the Fee Estate or this Lease, except as the deed expressly states.

25. LANDLORD BANKRUPTCY

25.1. *365 Termination Option.* If Landlord purports to reject this Lease under 11 U.S.C. § 365(h)(1)(A), then Tenant irrevocably elects to: (i) retain its rights under this Lease as 11 U.S.C. § 365(h)(1)(A)(ii) allows, and (ii) not exercise any 365 Termination Option. Tenant has no right, power, or authority to change that election, or to exercise any 365 Termination Option. Tenant's exercise or purported exercise of any 365 Termination Option shall be void. Tenant shall be deemed to remain in possession of the entire Premises, and thus entitled to exercise all its rights

under 11 U.S.C. § 365(h), even if Tenant has entered into any Sublease of part or all of the Premises. To the extent any Leasehold Mortgage states, Leasehold Mortgagee's collateral includes the 365 Termination Option and Tenant's rights under 11 U.S.C. § 365(h).

25.2. *Assignment of Landlord Bankruptcy Rights.* Tenant may assign to any Leasehold Mortgagee, absolutely or collaterally, any rights of Tenant: (i) to exercise any 365 Termination Option; (ii) to object to any Landlord's Free and Clear Sale; or (iii) otherwise arising in any Landlord Insolvency Proceeding. Any such assignment shall be valid and effective. Landlord shall recognize and confirm it on request. With or without such an assignment, every Leasehold Mortgagee is an intended third-party beneficiary of this Article.

25.3. *Continuation of Lease.* If Tenant purports to exercise or elect any 365 Termination Option, then, notwithstanding Tenant's purported exercise or election: (i) Tenant shall nevertheless be deemed to have elected to continue this Lease under 11 U.S.C. § 365(h)(1)(A)(ii); and (ii) this Lease shall not be deemed to have been terminated. It shall continue without change on all the same terms and conditions. Tenant and its successors, including any New Tenant and Leasehold Estate Involuntary Transferee, may then offset Rent as Insolvency Law allows.

25.4. *Continuation of Leasehold Mortgages.* The lien of any Leasehold Mortgage that existed before any rejection of this Lease by Landlord shall extend and attach to Tenant's continuing possessory and all other rights under 11 U.S.C. § 365(h) after that rejection, with the same priority as it would have enjoyed against the Leasehold Estate absent rejection.

25.5. *Landlord's 363 Sale.* If any 363 Sale is proposed for the Fee Estate, then Landlord shall: (i) immediately Notify Tenant and each Leasehold Mortgagee; and (ii) give each of them copies of all pleadings and documents on the proposed 363 Sale. Landlord's obligations in the preceding sentence supplement any obligations under any Law.

25.6. *Landlord's Free and Clear Sale.* Tenant irrevocably refuses to consent to any Landlord's Free and Clear Sale. Tenant has no power or authority to consent to a Landlord's Free and Clear Sale. Any such consent by Tenant is void. Failure to object to (e.g., failure to respond to a proposal for) a Landlord's Free and Clear Sale does not constitute consent; to the contrary it constitutes failure to consent. Tenant would not consent to a Landlord's Free and Clear Sale under any circumstance, as it would destroy Tenant's investment and cause irreparable harm. Any Tenant consent to a Landlord's Free and Clear Sale shall not be effective without Leasehold Mortgagee Consent. Tenant authorizes and empowers Leasehold Mortgagee to object to any Landlord's Free and Clear Sale on Tenant's behalf. Tenant appoints Leasehold Mortgagee as its attorney-in-fact for that purpose. That appointment is irrevocable and coupled with an interest. Nothing in this paragraph imposes any obligations on any Leasehold Mortgagee. All parties acknowledge: (i) nonbankruptcy law does not permit a sale of the Fee Estate free and clear of the Leasehold Estate or Leasehold Mortgages; and (ii) Tenant could not be compelled, in a legal or equitable proceeding, to accept a money satisfaction or payment in place of the Leasehold Estate.

25.7. *Definitions.* In this Article, these definitions apply:

25.7.1. *363 Sale*. A “**363 Sale**” means a sale of a party’s Estate under 11 U.S.C. § 363 or any similar provision in any Insolvency Law.

25.7.2. *365 Termination Option*. The “**365 Termination Option**” means Tenant’s right to treat this Lease as terminated under 11 U.S.C. § 365(h)(1)(A)(i) or any comparable Insolvency Law.

25.7.3. *Landlord’s Free and Clear Sale*. A “**Landlord’s Free and Clear Sale**” means a 363 Sale of the Fee Estate or the Premises, free and clear of Tenant’s (and Leasehold Mortgagees’) interests in that property. The parties acknowledge that: (i) a Landlord’s Free and Clear Sale cannot occur without consent by Tenant and all Leasehold Mortgagees; and (ii) no such consent would be granted.

26. TENANT ASSIGNMENTS AND OTHER TRANSFERS

26.1. *Tenant Transfers*. A “**Tenant Transfer**” is any Transfer, including an Involuntary Transfer, of this Lease, Tenant’s interest in the Building, or the Leasehold Estate, and any Transfer of an Equity Interest in Tenant. No Tenant Transfer shall be permitted unless such Tenant Transfer is a Permitted Transfer (defined below). Any Permitted Transfer that complies with this Lease does not require Landlord’s consent. Only a Tenant Transfer that is not a Permitted Transfer requires Landlord’s written consent, which Landlord may withhold for any reason or no reason. Any Tenant Transfer that is neither a Permitted Transfer nor consented to in writing by Landlord (a “**Prohibited Transfer**”) shall be null, void, and a Default.

26.2. *Permitted Transfer*. A “**Permitted Transfer**” means any: (i) grant of a Leasehold Mortgage and/or a pledge of Equity Interests in Tenant to a Leasehold Mortgagee in compliance with this Lease; (ii) pledge of Equity Interests in Tenant to a Mezzanine Lender in compliance with this Lease; (iii) Involuntary Transfer under a Leasehold Mortgage that meets the Minimum Transfer Conditions; (iv) Involuntary Transfer with respect to a Mezzanine Loan; or (v) other Tenant Transfer (a Tenant Transfer pursuant to this clause (v), a “**Consensual Transfer**”) that, in the case of such Consensual Transfer only, meets the Consensual Transfer Conditions.

26.3. *Minimum Transfer Conditions*. Every Tenant Transfer, including a Leasehold Estate Involuntary Transfer (except as stated), must meet these conditions (the “**Minimum Transfer Conditions**”):

26.3.1. *Entity Type*. Only for a Lease assignment, the Transferee is a limited liability company or other entity formed under the law of a state of the United States (or the District of Columbia) and subject to service of process in the State.

26.3.2. *Guaranty*. In the case of a Lease assignment during a Guaranty Period, either: (i) Guarantor remains a Satisfactory Guarantor and delivers a Guarantor Certificate reasonably satisfactory to Landlord; or (ii) a Satisfactory Guarantor delivers a replacement Completion Guaranty (covering all past, present, and future liabilities guaranteed under the Completion Guaranty, other than (x) any guarantee of past liabilities under the Completion Guaranty that exceed Tenant’s liabilities under the express terms of the Lease, without regard to any Insolvency Proceeding affecting Tenant and (y) any obligations under the Completion Guaranty which relate to Tenant-Specific Defaults) to Landlord (upon which replacement, Landlord shall accomplish a Guaranty Release for the previous Completion Guaranty). The Guaranty Release in

(ii) shall release Guarantor from liability under the Completion Guaranty, except that the outgoing Guarantor shall be released only from liability to the extent of liabilities that accrue after the date of the Transfer. With respect to an Involuntary Transfer, regardless of whether the foregoing conditions in this paragraph are satisfied, the Involuntary Transferee shall have the Lender's Guarantor Cure Period in which to accomplish a Guarantor Cure. The Involuntary Transferee's failure to do that within the Lender's Guarantor Cure Period shall constitute an Event of Default.

26.3.3. Lease Assumption. Only for a Lease assignment, Transferee delivers to Landlord a Lease Assumption.

26.3.4. No For-Sale Units. Transferee is not a cooperative corporation, and in no other way causes or allows the Premises to contain any For-Sale Unit.

26.3.5. No Prohibited Person. After the Transfer, Tenant is not a Prohibited Person and Prohibited Persons do not Control Tenant or hold Equity Interests in Tenant representing an aggregate direct or indirect ownership interest beyond 5%. This paragraph shall disregard any ownership of Equity Interests in any: (a) publicly traded Person; or (b) bona fide investment fund, provided that the holder of such Equity Interests in a fund has no Control rights affecting Tenant and has no other interest in the Premises.

26.3.6. Notice. Transferee promptly Notifies Landlord after the Transfer. This Section 26.3.6 shall not apply to a Minor Equity Transfer.

26.3.7. Service of Process. Tenant is subject to service of process in the State.

26.4. Consensual Transfer Conditions. Only where this Lease requires a Tenant Transfer to meet the Consensual Transfer Conditions, that Transfer must meet all these conditions (the "**Consensual Transfer Conditions**"):

26.4.1. Cure. Except in the case of a Minor Equity Transfer, Tenant cures, on or before such Consensual Transfer, all then existing Events of Default and Monetary Defaults. (For that purpose, Landlord shall on Tenant's request promptly give Tenant a list of all Events of Default and Monetary Defaults that Landlord asserts.)

26.4.2. Documentation. Tenant has given Landlord a copy of the Transfer instrument, except in the case of a Minor Equity Transfer.

26.4.3. Estoppel Certificate. Tenant delivers an Estoppel Certificate reasonably satisfactory to Landlord, except in the case of a Minor Equity Transfer.

26.4.4. Major Construction Period. Only in a Major Construction Period, either (i) Guarantor remains a Satisfactory Guarantor and delivers a Guarantor Certificate reasonably satisfactory to Landlord; or (ii) subject to Landlord's reasonable approval, a replacement Guarantor that is a Satisfactory Guarantor delivers a replacement Completion Guaranty and a Guarantor Certificate reasonably satisfactory to Landlord.

26.4.5. Minimum Transfer Conditions. The Tenant Transfer meets the Minimum Transfer Conditions.

26.4.6. Prior Notice. Only in a Major Construction Period, Tenant gives Landlord at least 30 days prior Notice of the Transfer with identification of the Transferee and information (certified as true and correct by the proposed Transferee) sufficient so Landlord can confirm it constitutes a Permitted Transfer. That Notice and its enclosures constitute Confidential Information. This Section 26.4.6 shall not apply to Minor Equity Transfers.

26.5. Acceptance of Rent. If Landlord accepts any Rent from a Prohibited Transferee, that does not constitute Landlord's acceptance of the Transferee or waiver of that Prohibited Transfer or any resulting Default.

26.6. Assumption and Release. Simultaneously with any Lease assignment, the assignee must assume all past, present, and future undischarged obligations and liabilities under this Lease. When the assignee under a Lease assignment constituting a Permitted Transfer has done that, the assignor shall be released and Landlord shall confirm that release in writing if requested.

26.7. Prohibitions. In the Term and as of the end of the Term, Tenant shall not cause or permit to occur or exist on, under, or at the Premises, any Prohibited Exception. Tenant shall bond, discharge, release, or otherwise remove of record any Prohibited Exception within 30 days after Tenant knows of it from any source, except where this Lease establishes a different period for Mechanic's Liens. Tenant shall not subject the Leasehold Estate to any form of ownership that involves For-Sale Units.

26.8. Reimbursement. Tenant shall reimburse all Landlord's Costs related to any proposed or actual Tenant Transfer, including Landlord's Costs to determine whether Tenant has met the Consensual Transfer Conditions when they apply.

26.9. Transfer Implementation. Tenant shall pay all Transfer Taxes payable on account of any Transfer by Tenant of this Lease or of any Equity Interest in Tenant.

27. SUBLEASES

27.1. Collection of Subrents. While any Event of Default exists, subject to the rights of Leasehold Mortgagees, Landlord may: (i) collect any and all Subrent, including the right to enforce all guaranties, security deposits, and letters of credit for Subleases; and (ii) enter, and have sufficient possession of, the Premises to permit and assure Landlord's collection of Subrent. Landlord's exercise of those rights shall not constitute eviction of Tenant. To the extent Landlord collects any Subrents under this paragraph while any Leasehold Mortgage exists, Landlord shall: (a) apply them first to cure all Monetary Defaults; and (b) release the balance to Senior Leasehold Mortgagee. Only so long as a Leasehold Mortgagee (or a receiver on its behalf) is collecting Subrents and applying them first to cure all Monetary Defaults and pay Rent, Landlord shall not exercise its rights under this paragraph.

27.2. Security Deposits. If a Lease Termination occurs, then, subject to the rights of Leasehold Mortgagees to obtain a New Lease (and Landlord's obligations if a Leasehold Mortgagee timely requests one), Landlord may require Tenant to deliver to Landlord, and Landlord then hold, all security deposits under Subleases (and Tenant shall transfer to Landlord all letters of credit then being held by Tenant in lieu of security deposits) and apply them in compliance with the Subleases. Tenant shall promptly comply with that request.

27.3. *Deliveries.* Tenant shall deliver to Landlord, at least once each Lease Year, if not previously delivered, copies of all these, certified by Tenant to be true, correct, and complete: (i) all nonresidential Subleases with all Modifications; (ii) a current rent roll for all Subleases, including arrearages and security deposits; (iii) all residential Subleases with a term (including option terms) beyond two years; and (iv) Tenant's then standard residential Sublease form.

27.4. *Required Provisions.* For residential Subleases, this paragraph is subject in its entirety to any prohibitions or requirements imposed on Tenant pursuant to any Rent Regulation required by any Incentive Program this Lease permits. Each Sublease must contain provisions in form and substance substantially equivalent to the Required Sublease Provisions. By signing and delivering its Sublease, each Subtenant shall be deemed to have agreed to the Required Sublease Provisions, whether or not included in the Sublease. Tenant agrees to the Required Sublease Provisions. The "**Required Sublease Provisions**" are as follows based on the definitions in this Lease (and must be modified in the Sublease as appropriate to reflect the definitions there). In the case of residential Subleases, only the first four sentences in the Required Sublease Provisions shall be required to the extent the inclusion of such sentences does not violate Rent Regulation where it applies.

All provisions of this Sublease and all rights, remedies, and options of Subtenant under this Sublease are and shall remain fully subject and subordinate in all respects to the Lease and all its terms. Subtenant is fully on notice of, and bound by, all terms of the Lease. Subtenant shall do nothing that violates the Lease. Subtenant and the Sublease shall be subject to all limitations and restrictions in the Lease. If any Lease Termination occurs for any reason, including a voluntary or agreed Lease Termination (or a surrender of this Lease to Landlord by agreement or otherwise), then, unless Landlord elects in writing, with Notice to Tenant given within 60 days after the Lease Termination or surrender (or has agreed in a recorded writing such as an SNDA) otherwise: (i) this Sublease shall automatically terminate; (ii) Subtenant shall have no rights against Landlord; (iii) Landlord has no obligation to recognize or nondisturb Subtenant; (iv) Landlord may remove Subtenant from, and Subtenant shall promptly vacate, the Premises; and (v) Landlord's acceptance of any Subrent, direction to pay any Subrent to Landlord, or actions relating to management of the Building shall not give Subtenant any rights against Landlord, imply that Landlord has recognized the Sublease, or establish privity or other direct relationship between Landlord and Subtenant. Only if Landlord elects by Notice to Subtenant within 60 days after Lease Termination or surrender (or has agreed in writing, such as in an SNDA) not to terminate this Sublease if the Lease terminates, then Subtenant: (a) shall attorn to Landlord and recognize Landlord as Subtenant's direct landlord under this Sublease; (b) waives any Law that does or may allow Subtenant to terminate this Sublease or surrender possession of the Premises upon any Lease Termination or surrender; and (c) shall sign, acknowledge, and deliver, from time to time, on request of Landlord or any Fee Mortgagee any instrument necessary or appropriate to evidence that attornment. On any such attornment, except as Landlord otherwise agrees in writing, Landlord shall not be: (1) liable for any previous act or omission of Tenant; (2) subject to any Offset Subtenant may have against Tenant; (3) responsible for any security deposit (unless received by Landlord) or money Tenant owed Subtenant; (4) bound by any prepayment of more than one month of Subrent; (5) bound by any obligation to perform Construction; or (6) required to remove anyone occupying any Premises. This appointment is coupled with an interest and is irrevocable. For Landlord's benefit, Subtenant shall deliver to Landlord, promptly on

Landlord's request, an Estoppel Certificate in form reasonably satisfactory to Landlord, including a statement of whether Landlord or any Fee Mortgagee has entered into any SNDA (or similar agreement) with Subtenant and, if so, its terms and status. Any SNDA signed by Landlord and Subtenant shall prevail, as between Landlord and Subtenant, to the extent inconsistent with this paragraph. Subtenant shall: (i) maintain Liability Insurance naming all of Landlord's Required Additional Insureds as additional insureds on a primary and noncontributory basis; (ii) include in its insurance coverage waivers of subrogation co-extensive with those the Lease requires of Tenant; (iii) Indemnify all of Landlord's Required Additional Insureds consistent with Tenant's obligations to Indemnify in the Lease; and (iv) waive against Landlord's Required Additional Insureds (and release) all claims of a nature that the Lease requires Tenant to waive (or release).

27.5. Subleases, Generally. Any Sublease entered into or Modified in violation of this Article shall be null, void, and a Default. Any non-residential Sublease must expire no later than one day before the Scheduled Expiration Date, but shall automatically terminate upon any earlier Expiration Date (including an Expiration Date that results from an agreement between Landlord and Tenant), subject to non-residential Subtenants' rights under SNDA's. No Sublease reduces any Tenant obligation or Landlord right. They all continue in full force and effect notwithstanding any Sublease. The fact that any other Person causes any Default shall not relieve Tenant of responsibility for it, or of Tenant's obligation to cure it. Tenant may cause a non-residential Subtenant to perform any obligation of Tenant, or take any action this Lease contemplates Tenant may take. Landlord shall accept such performance or action as that of Tenant. If a Default is caused by a Subtenant, Tenant shall have such additional time as is reasonably necessary to cure such Default if and for so long as Tenant is using commercially reasonable efforts to cause the applicable Subtenant to cure such Default by enforcing the terms of the applicable Sublease against the applicable Subtenant (including commencement of eviction proceedings, and diligently prosecuting them to conclusion, if the Default has continued for 120 days) provided that Landlord is not exposed to any risk of criminal liability and the Fee Estate is not in material danger of being forfeited or lost; provided, however, that the foregoing obligation to use commercially reasonable efforts to enforce a Sublease against a Subtenant shall not be deemed to shorten any cure periods provided to Tenant with respect to curing Defaults under this Lease.

27.6. Tenant's Rights. Tenant may without Landlord's consent, but subject to compliance with this Article, and only in good faith and in an arm's length and commercially reasonable manner: (i) enter into or Modify any Sublease (except any Modification that directly or indirectly affects the Required Sublease Provisions); (ii) terminate any Sublease or evict any Subtenant; (iii) grant any consent under any Sublease; and (iv) otherwise administer and manage Subleases as Tenant sees fit. Tenant's rights under this paragraph do not limit or override any inconsistent provisions in any SNDA between Landlord and a Subtenant. Tenant shall not enter into or amend any Sublease if the Sublease is or may be subject to Rent Regulation restrictions except only to the extent Law requires or as this Lease permits.

28. NONDISTURBANCE OF SUBTENANTS

28.1. SNDA Obligation. Landlord shall, within 15 Days after Notice from Tenant (subject to extension on account of responding to Subtenant comments and agreeing on the form of SNDA), accompanied by an executed counterpart of an SNDA-Eligible Sublease, at any time or from

time to time, enter into and deliver to Tenant a recordable SNDA with any Subtenant, but only if: (i) no Event of Default and no Monetary Default exists; and (ii) the Sublease is an SNDA-Eligible Sublease. An “**SNDA**” means a subordination, nondisturbance, and attornment agreement between Landlord (or its Fee Mortgagee) and a Subtenant, in a form that (a) is reasonably satisfactory to Landlord, Tenant, and the Subtenant; and (b) Landlord’s Fee Mortgagee, if applicable, approves in its discretion. At Tenant’s request, the parties shall reasonably cooperate to develop a standard form of SNDA to be presented to potential Subtenants, in which case any variations from that form will be subject to clauses “a” and “b” in the previous sentence. Any SNDA that Landlord signs with a particular Subtenant shall govern to the extent inconsistent with this Lease. Tenant shall promptly record every SNDA. Any unrecorded SNDA shall not bind any Fee Estate Transferee. Tenant shall pay or reimburse Landlord’s Costs of performing its obligations under this Article.

28.2. *SNDA-Eligible Sublease.* An “**SNDA-Eligible Sublease**” means any Sublease Tenant enters into on an arm’s length basis, in compliance and consistent with this Lease, directly with a nonresidential Subtenant for actual occupancy that satisfies these conditions.

28.2.1. *Documents.* Tenant has delivered to Landlord a copy of the Sublease and all related guaranties, documents, and other agreements.

28.2.2. *Identity.* Subtenant is not Tenant, a Tenant Constituent, or a Prohibited Person.

28.2.3. *Minimum Size.* Either: (i) the subleased space consists of one or more full floors and no more than one partial floor of the Building, which partial floor is adjacent to a full floor subleased; (ii) Subtenant is a retail chain with at least 10 locations; or (iii) Subtenant (or its guarantor, if any, or its parent company) is a publicly held company or a private company whose net worth exceeds \$200,000,000, Inflation-Adjusted.

28.2.4. *No Declining Subrent.* Payments of Subrent are not scheduled to decrease at any time except as a result of commercially reasonable free rent or partial abatement periods.

28.2.5. *Other Parties.* Subtenant (and every guarantor of the Sublease) and Tenant have already signed the SNDA. If a Leasehold Mortgage exists, then at least one Leasehold Mortgagee that is an Institution: (a) has entered (or simultaneously enters or has agreed in writing to enter) into an ordinary and customary subordination, nondisturbance, and attornment agreement with Subtenant; and (b) does not directly or indirectly have any interest, including a Mortgage encumbering, the subleasehold estate arising under the Sublease. Tenant has given Landlord copies of the agreements referred to in this subparagraph.

28.2.6. *Rent and Terms.* The Sublease: (i) provides for Subrent and escalations that are at least 80% of fair market value; (ii) is otherwise is on commercially reasonable terms; (iii) is subject to this Lease; and (iv) does not violate (and prohibits) any violation of this Lease.

28.2.7. *Term.* The term, including renewals and options, is at least five years and ends before the earlier of: (i) 30 years after it starts; and (ii) one minute before the then Scheduled Expiration Date.

28.2.8. *Key Money* No party to the Sublease has paid more than an amount equal to six months of Subrent as consideration for entering into the Sublease.

28.3. *Market Conditions.* For the definition of SNDA-Eligible Sublease, any criterion that refers to market conditions or commercial reasonableness shall be determined based on the certificate of a licensed real estate broker engaged by Tenant. Landlord shall select, in its discretion, one of three brokers to be proposed by Tenant for that purpose. Each proposed broker must have at least 10 years' experience in leasing similar real property in the County..

28.4. *Disputes.* Any dispute on whether a Sublease is an SNDA-Eligible Sublease shall be resolved only through Expedited Arbitration. The arbitrator's authority shall be limited to issuing an order determining that the Sublease either is or is not an SNDA-Eligible Sublease. The arbitrator shall have no authority to award damages.

29. MORTGAGES AND MORTGAGEE PROTECTIONS

29.1. *Designee, Etc.* Any Mortgagee, New Tenant, or Involuntary Transferee may, by Notice to Counterparty, exercise its rights and perform its obligations (if any) through an Affiliate, agent, assignee, designee, nominee, receiver, representative, servicer, subsidiary, or other Person, acting in its own name or in the name of the party for which it acts (such Affiliate, agent, assignee, designee, nominee, receiver, representative, servicer, subsidiary, or other Person, "**Principal**"), but only if: (i) that authority is confirmed in writing on request; and (ii) the authorized Person is not a Prohibited Person, Tenant, or a Tenant Affiliate. Anyone acting under this paragraph shall automatically have the same protections, rights, and limitations of liability as Principal. Principal shall be responsible for all acts and omissions of anyone acting on its behalf, subject to the same protections, rights, and limitations of liability under this Lease. Nothing in this paragraph reduces the standards that apply to a Depository.

29.2. *Involuntary Transfer of Fee Estate.* A Fee Mortgage Involuntary Transfer:

29.2.1. *Estate Transferred.* Transfers only the Fee Estate and Landlord's interest in and rights under this Lease, subject to this Lease and all its terms;

29.2.2. *No Impairment.* Impairs no right or estate under, and does not cause or permit a termination or create a right to terminate, this Lease or the Leasehold Estate (which shall remain encumbered by all Leasehold Mortgages) or any Leasehold Mortgage;

29.2.3. *No Other Transfer.* Does not Transfer or otherwise affect any interest of Tenant or any Subtenant, Leasehold Mortgagee, New Tenant, or Leasehold Estate Involuntary Transferee; and

29.2.4. *Rights and Remedies.* Entitles the Involuntary Transferee to exercise all the same rights and remedies as any other Landlord, all in accordance with this Lease.

29.3. *Involuntary Transfer of Leasehold Estate.* A Leasehold Estate Involuntary Transfer:

29.3.1. *Estate Transferred.* Transfers only the Leasehold Estate and Tenant's interest in and rights under this Lease, subject to this Lease and all its terms;

29.3.2. *No Impairment.* Impairs no estate or right under the Fee Estate (which shall remain encumbered by all Fee Mortgages) or any Fee Mortgage; and

29.3.3. No Other Transfer. Does not Transfer or otherwise affect any interest of Landlord or any Fee Mortgagee or Fee Estate Involuntary Transferee.

29.4. Lease Impairments. Any Lease Impairment made by a Mortgagor without consent by all its Mortgagees shall, at any such Mortgagee's option, be null, void, and of no force or effect. It shall not bind any: (i) Fee Mortgagee or Fee Estate Involuntary Transferee, in the case of a Lease Impairment by Landlord; or (ii) Leasehold Mortgagee, New Tenant, or Leasehold Estate Involuntary Transferee, in the case of a Lease Impairment by Tenant.

29.5. Mortgagee Liability. The exercise of any cure rights under this Lease does not cause a Mortgagee to assume this Lease. No Mortgagee has any liability under this Lease except to the extent it assumes that liability in writing or becomes an Involuntary Transferee or New Tenant. Any Mortgagee, Involuntary Transferee, or New Tenant shall: (i) never have any liability under this Lease beyond its interest in this Lease (or a New Lease) and the Premises (but that interest also includes any funds it holds for any other party to this Lease), even if it delivers a Lease Assumption; (ii) terminate its liability if it Transfers its interest in this Lease, including any funds it holds for any other party to this Lease, in accordance with its terms and the Transferee delivers a Lease Assumption; (iii) be liable (subject to the limitations in clause (i) of this paragraph) only for liabilities that accrued under this Lease while it held its interest in this Lease (but that does not limit (a) the scope of Defaults that a Leasehold Mortgagee must cure if it wishes to prevent a Lease Termination or that a New Lease may require a New Tenant to cure or (b) any Guarantor's liability in a Guaranty Period); and (iv) have the benefit of all limitations of liability that apply to its Transferor under this Lease. Any Mortgagee may refrain from or abandon cure of any Default (and shall have no liability for failure to cure), or withhold any Mortgagee Consent contemplated by this Lease for any reason or no reason, except where this Lease states otherwise or the applicable Mortgage states otherwise. Nothing in this paragraph limits any: (a) written agreement by which anyone assumes more liability than this paragraph contemplates, such as a Completion Guaranty, including a Completion Guaranty delivered for a Guarantor Cure; or (b) party's responsibility for any funds it holds for any other party.

29.6. Mortgagor Rights. A Mortgagor may, by Notice to its Counterparty, authorize any of its Mortgagees to exercise, either exclusively or nonexclusively, any rights of Mortgagor under this Lease, as the Notice states. Any Notice referred in this paragraph shall bind Counterparty (and be irrevocable) from the date received until the Mortgagee named in the Notice surrenders its rights in writing or releases or satisfies its Mortgage of record.

29.7. Multiple Mortgages. If at any time a party has received Notice of multiple Mortgages made by its Counterparty any requirement in this Lease for Notice to the Counterparty's Mortgagee means Notice to all those Mortgagees.

29.8. No Effect on Lease. Nothing in any Mortgage can Modify Landlord's or Tenant's rights or obligations under this Lease, including rights and obligations on Losses and Loss Proceeds. If a Mortgage is inconsistent with this Lease, that inconsistency does not Modify the Lease. It affects only Mortgagor and Mortgagee. It has no effect on Counterparty or its Mortgagees.

29.9. *No Merger.* If one Person holds both the Leasehold Estate and the Fee Estate, they shall remain separate and distinct Estates, and not merge, unless that Person has recorded an instrument of merger, which includes the consent of all Mortgagees of record.

29.10. *No Other Mortgages.* Except to the extent this Lease allows Landlord or Tenant to grant any Mortgage, neither party shall (or shall purport to) hypothecate, mortgage, pledge, or collaterally assign its Estate or any interest in (or revenue from) that Estate. Any violation of the previous sentence shall be null, void, and a Default.

29.11. *Notice.* A Mortgagee shall have no rights or protections under this Lease unless: (i) it or its Mortgagor has Notified the Counterparty of the Mortgagee's Mortgage, with the Mortgagee's address within the United States for Notices; and (ii) that Mortgage has been recorded. Upon any assignment of any Mortgage or any interest in a Mortgage, the assignor and assignee must promptly Notify the Counterparty of that assignment, with the assignee's address within the United States for Notices. The Counterparty shall not be deemed on notice of the assignment until that Notice has been given and the assignment has been recorded. Any Mortgagee may change its address by Notice in accordance with this Lease.

29.12. *Priorities.* This Lease, the Leasehold Estate, any New Lease, and the Leasehold Estate under any New Lease (and all the terms and rights of any Tenant under the foregoing) shall at all times be and remain prior and superior to all Fee Mortgages, the lien of every Fee Mortgage, the terms of all Fee Mortgages, and the rights of all Fee Mortgagees. Any estate arising from or attaching to any estate described in the previous sentence shall have no greater priority (as against any other such estate) than does the estate from which it arose, or to which it attached.

29.13. *Proceedings.* If either party initiates any Proceeding, then it shall simultaneously Notify the Counterparty's Mortgagees. Only the most Senior Mortgagee of the Counterparty (or a Person that such Senior Mortgagee designates) may participate in that Proceeding on behalf of its Mortgagor, and exercise any of its Mortgagor's rights in that Proceeding, in each case (at Mortgagee's option but subject to its loan documents) to the exclusion of its Mortgagor.

29.14. *Required Assumption.* Subject to Section 29.5, any Involuntary Transferee shall have no rights as Landlord or Tenant (or otherwise) under this Lease unless it has, promptly after the Involuntary Transfer (or within 30 days after demand), executed, acknowledged, submitted for recording, and delivered to the Counterparty a Lease Assumption. The Involuntary Transferee must thereafter diligently seek to record the Lease Assumption. That does not limit any requirement for Involuntary Transferee to satisfy the Minimum Transfer Conditions.

29.15. *Third-Party Beneficiary.* Every present and future Mortgagee is an intended third-party beneficiary of all rights of Fee Mortgagees or Leasehold Mortgagees (whichever applies) under this Lease, but only if its Mortgage meets the conditions in this Lease to having rights under this Lease.

29.16. *Transfers.* Notwithstanding anything to the contrary in this Lease, any Mortgagee may freely Transfer its Mortgage to any Person except a Prohibited Person. So long as any Leasehold Mortgage is held by a Tenant Affiliate, however, that Leasehold Mortgagee shall have no Leasehold Mortgagee Protections.

30. FEE MORTGAGES

30.1. *Landlord's Right.* Landlord may grant any Fee Mortgage but only if Fee Mortgagee: (a) is not a Prohibited Person when Landlord grants the Fee Mortgage; and (b) is subject to service of process in the State. Every Fee Mortgage must attach to only the Fee Estate, subject and subordinate to this Lease, and not the Leasehold Estate, and must include language substantially as follows, referring as appropriate to this Lease and its defined terms (and shall automatically be deemed to contain that language, whether or not expressly included):

This Fee Mortgage is subordinate to: (i) the Lease, the Leasehold Estate, any New Lease, and the Leasehold Estate under any New Lease; and (ii) all terms of, and rights of any Tenant under, all of the foregoing. Where inconsistent with this Fee Mortgage, the Lease governs. Fee Mortgagee irrevocably agrees, for the benefit of Tenant and each Leasehold Mortgagee, not to initiate, consent to, or support (and agrees to vote against) any proposed sale of the Fee Estate or the Premises free and clear of the Lease under 11 U.S.C. § 363 or any other Law. Notwithstanding anything else in this Mortgage, Fee Mortgagee shall receive no Loss Proceeds except to the extent (and then only subject to the conditions and limitations) payable to Landlord or Fee Mortgagee under the Lease.

30.2. *Involuntary Transferee Protections.* Any Fee Estate Involuntary Transferee, unless an Affiliate of the former Landlord, shall not be bound by, or subject to any Offset for, any: (i) Modification of this Lease made without consent by the Fee Mortgagee that initiated the Involuntary Transfer, but any unconsented Modification does not impair the priority of this Lease as it existed before the Modification; (ii) payment of Rent made more than 30 days before the due date, except to the extent Fee Mortgagee or its Involuntary Transferee actually received it; or (iii) act or omission of the former Landlord before the Involuntary Transfer, except to the extent it continues after attornment.

30.3. *Notice and Opportunity to Cure.* If any alleged Default by Landlord might entitle Tenant to terminate this Lease, abate Rent, or claim an Offset or partial or total eviction, then, for that Default each Fee Mortgagee shall be entitled to Notice and opportunity to cure in the same manner that (and under the same terms by which) Leasehold Mortgagees are entitled to Notice and opportunity to cure Tenant's Defaults. For that purpose, every reference to: (i) Landlord (or the Fee Estate) shall refer to Tenant (or the Leasehold Estate) and vice versa; (ii) Leasehold Mortgagee shall refer to Fee Mortgagee; and (iii) Tenant-Specific Defaults shall be disregarded.

30.4. *Protections.* Any Modification of this Lease shall not be effective unless consented to in writing by all Fee Mortgagees, Leasehold Mortgagees, Landlord, and Tenant. An Involuntary Transfer under any Leasehold Mortgage shall not impair the Fee Estate or any Fee Mortgage, and shall Transfer only the Leasehold Estate and this Lease. The Fee Estate shall remain encumbered by the Fee Mortgage (if existing). An Involuntary Transfer under any Fee Mortgage shall not impair the Leasehold Estate or any Leasehold Mortgage, and shall Transfer only the Fee Estate and this Lease. The Leasehold Estate shall remain encumbered by the Leasehold Mortgage (if existing).

30.5. *No Personal Liability.* No Fee Mortgagee shall ever have any liability under this Lease beyond its interest in the Fee Estate.

30.6. *Successor Landlord.* If any Person except a Prohibited Person succeeds to the Fee Estate through an Involuntary Transfer (a “**Successor Landlord**”), then Tenant shall, upon receiving Notice of such Involuntary Transfer: (a) automatically attorn to and recognize Successor Landlord as Landlord under this Lease; and (b) promptly execute and deliver an attornment agreement as Successor Landlord reasonably requests provided it is reasonably acceptable to Tenant, and that Successor Landlord assumes all existing undischarged, and future, obligations of Landlord. On any such attornment, this Lease shall continue in full force and effect as a direct lease between Successor Landlord and Tenant on all the same terms except Successor Landlord shall not be bound by any Modification of this Lease, unless made with Fee Mortgagee’s written consent, provided no such consent shall be required with respect to any Modification which is expressly contemplated under this Lease or merely memorializes terms contemplated hereunder (e.g., memorializing the determination of Land Value Determination, etc.).

31. LEASEHOLD MORTGAGES

31.1. *Tenant’s Right.* At any time and from time to time Tenant may, without Landlord’s consent, grant Mortgages that encumber the Leasehold Estate (each, a “**Leasehold Mortgage**”), but only if Tenant, the Leasehold Mortgage, and the Leasehold Mortgagee satisfy these conditions (the “**Leasehold Mortgage Conditions**”):

31.1.1. *Collateral.* Each Leasehold Mortgage encumbers of record the entire Leasehold Estate (and at Tenant’s option any other real property) but does not encumber the Fee Estate.

31.1.2. *Number of Leasehold Mortgagees.* No more than three Leasehold Mortgages or separate Leasehold Mortgagees exist at any time (treating multiple or serial mortgages delivered to and at all times held by the same mortgagee or administrative agent for the benefit of a single mortgagee or a single group of co-equal participants as a single mortgage or pledge); it being understood and agreed that any Mezzanine Financing shall not be deemed to count against any restriction on the number of Leasehold Mortgages set forth above.

31.1.3. *Cure.* When Tenant grants the Leasehold Mortgage, Tenant cures all then existing Events of Default and Monetary Defaults. For that purpose, Landlord shall on Tenant’s request promptly give Tenant a list of all Events of Default and Monetary Defaults that Landlord asserts.

31.1.4. *Identity.* When Tenant grants the Leasehold Mortgage, Leasehold Mortgagee is: (i) an Institution; or (ii) a bona fide holder of a purchase-money loan for a Lease assignment that complied with this Lease. So long as any Tenant Affiliate holds a Leasehold Mortgage, that Leasehold Mortgagee shall not be entitled to any Leasehold Mortgagee Protections.

31.1.5. *No Prohibited Person.* When Tenant grants the Leasehold Mortgage, Leasehold Mortgagee is not a Prohibited Person.

31.1.6. *Notice.* Promptly after execution and delivery (or any assignment) of the Leasehold Mortgage (but not as a Leasehold Mortgage Condition that must be satisfied in advance), Notice of the Leasehold Mortgage (or its assignment) has been given to Landlord, with Leasehold Mortgagee’s address for notices and a copy of the Leasehold Mortgage.

31.1.7. Recordation. The Leasehold Mortgage (or its assignment) is promptly recorded.

31.1.8. Required Language. The Leasehold Mortgage contains language in substance as follows, with defined terms adjusted as appropriate:

This Leasehold Mortgage is subject to the Lease and all its terms. Where inconsistent with this Leasehold Mortgage, the Lease governs. Notwithstanding anything else in this Leasehold Mortgage, Leasehold Mortgagee shall (i) receive no Loss Proceeds except to the extent (and then only subject to the conditions and limitations) payable to Tenant or Leasehold Mortgagee under the Lease; (ii) to the extent that any Contest Security (or funds equivalent to Contest Security) or Disputed Closeout Amounts are held, controlled, or to be advanced by Leasehold Mortgagee, Leasehold Mortgagee release or advance those amounts (the “**Protective Amounts**”) when and as this Lease requires them to be released or advanced; (iii) not apply any Protective Amounts against Leasehold Mortgagee’s loan; and (iv) promptly deliver all Protective Amounts to Landlord if a Lease Abandonment occurs.

31.1.9. Service of Process. The Leasehold Mortgagee is subject to service of process within the State.

31.2. Defaults and Opportunity to Cure. Any Default Notice or other material Notice (including any claim for Indemnification) that Landlord gives Tenant (or Notice of Landlord’s exercise of any right or remedy under this Lease, or available by Law, against Tenant) shall have no effect unless Landlord gives a copy to each Leasehold Mortgagee at the same time by the same means and at the last address (for Leasehold Mortgagee) of which Landlord received Notice. If a Notice to Leasehold Mortgagee given in compliance with the previous sentence is returned or rejected, then Landlord shall be deemed to have complied with its obligation to give that Notice. Landlord shall have no obligation to determine the correct current address of any Leasehold Mortgagee except by relying on actual Notices received by Landlord. In the event of an assignment of any Leasehold Mortgage, Landlord shall be on notice of and bound by that assignment only if Landlord has been Notified of such assignment. After a Leasehold Mortgagee receives any Notice from Landlord under this paragraph, Leasehold Mortgagee shall then have the following rights and Landlord shall have the following obligations on account of any Default. If different possible cure periods could apply to a particular Default, then Leasehold Mortgagee shall have the benefit of whichever allows the most time.

31.2.1. Monetary Defaults. Landlord shall accept any Leasehold Mortgagee’s cure of a Monetary Default at any time until 30 days after the date (the “**Cure Period Start Date**”) when both: (i) that Leasehold Mortgagee has received the Default Notice for that Default; and (ii) Landlord has Notified that Leasehold Mortgagee that Tenant’s cure period for that Default has expired or did not exist.

31.2.2. Nonmonetary Defaults. Landlord shall accept any Leasehold Mortgagee’s cure of a Nonmonetary Default at any time until 60 days after the Cure Period Start Date for that Default.

31.2.3. Defaults Requiring More Time. If Leasehold Mortgagee cannot, without possession of the Leasehold Estate, reasonably cure a curable Nonmonetary Default in the cure

period this Lease allows, then it shall have such additional time to cure that Default as it reasonably needs so long as it: (i) prosecutes cure of that Default with reasonable diligence and continuity; and (ii) timely exercises its cure rights for all other Defaults (except Tenant-Specific Defaults) for which it was required to receive, and did receive, Notice.

31.2.4. Defaults Requiring Possession; Tenant-Specific Defaults. If Leasehold Mortgagee cannot reasonably cure a Default without possession of the Leasehold Estate or if a Default is a Tenant-Specific Default, then Leasehold Mortgagee's cure period for that Default shall be further extended by such additional time as Leasehold Mortgagee reasonably needs to obtain possession of the Leasehold Estate (the date of that possession, a "**Possession Date**"), including possession through a receiver (or anyone else acting for Leasehold Mortgagee) or a Leasehold Estate Involuntary Transfer, but only if Leasehold Mortgagee: (i) prosecutes its rights and remedies under its Leasehold Mortgage and Law with reasonable diligence and continuity; (ii) timely and diligently exercises its cure rights within Leasehold Mortgagee's cure periods for all other Defaults (except Tenant-Specific Defaults) for which it received Notice; and (iii) after a Possession Date, prosecutes with reasonable diligence and continuity the cure of the Default that required possession to cure, but excluding any Tenant-Specific Defaults, all as if the Possession Date were the Cure Period Start Date.

31.2.5. Guarantor Defaults. If a Default consists of a Guarantor Default and Leasehold Mortgagee timely exercises its cure rights for all other Defaults (or its cure periods for those other Defaults have not expired or any remaining uncured Default is a Tenant-Specific Default), then Leasehold Mortgagee, any Involuntary Transferee of the Leasehold Estate or New Tenant (but not Tenant in any event) shall have a cure period in which to accomplish a Guarantor Cure (the "**Lender's Guarantor Cure Period**") that continues until the earlier of: (i) the date that Leasehold Mortgagee, any Involuntary Transferee of the Leasehold Estate, New Tenant or any receiver appointed at the request of Leasehold Mortgagee, anyone else acting for Leasehold Mortgagee, or any successor or assign of any of the foregoing (re)commences or continues any Construction (and the Guarantor Cure must be accomplished as a condition to (re)commencing or continuing that Construction), beyond the minimum Construction that Law requires to make the Premises safe and secure; and (ii) the date 12 months after a Possession Date.

31.2.6. Waiver of Tenant-Specific Defaults. If Leasehold Mortgagee consummates a Leasehold Estate Involuntary Transfer, all then-existing Tenant-Specific Defaults shall be automatically waived.

31.2.7. Cure Procedures. Landlord shall accept Leasehold Mortgagee's performance of any Tenant obligation as if Tenant performed it. Landlord shall not prevent any Leasehold Mortgagee from entering the Premises to seek to cure a Default. Any such entry, and any exercise of Leasehold Mortgagee's cure rights, shall not in and of itself be deemed to cause Leasehold Mortgagee to: (i) have possession of the Premises; (ii) become a "mortgagee in possession"; (iii) assume this Lease; or (iv) have achieved a Possession Date. If more than one Leasehold Mortgagee (including any Mezzanine Lender) has exercised any of the rights of cure afforded by this Article 31 or any other express provision of this Lease which requires Landlord to accept a cure or performance by a Leasehold Mortgagee, only that Leasehold Mortgagee, to the exclusion of all other Leasehold Mortgagees, whose Leasehold Mortgage is most Senior in lien shall be recognized by Landlord as having exercised such right, for so long as such Leasehold Mortgagee shall be diligently exercising its rights hereunder with respect thereto, and

thereafter only the Leasehold Mortgagee whose loan is next most Senior in lien shall be recognized by Landlord, unless such next-most-senior Leasehold Mortgagee has designated a Leasehold Mortgagee whose Leasehold Mortgage is junior in lien to exercise such right. If the parties shall not agree on which Leasehold Mortgage is prior in lien, such dispute shall be determined in writing by a title insurance company chosen by Tenant, and such determination shall bind all parties. The foregoing determination of cure priorities and recognition shall apply in the same manner as to multiple Fee Mortgagees for cures of Landlord Defaults under this Lease.

31.3. *Certain Notices.* If Landlord cannot legally give a Leasehold Mortgagee any Notice this Article contemplates (e.g., because Leasehold Mortgagee is subject to an Insolvency Proceeding), then for that Leasehold Mortgagee Landlord shall be deemed for all purposes to have given that Notice to that Leasehold Mortgagee when Landlord gave it to Tenant.

31.4. *Suspension of Rights and Remedies.* So long as Leasehold Mortgagee is timely exercising its cure rights for all Defaults (other than Tenant-Specific Defaults), or the time to exercise such cure rights has not expired (or has not yet commenced), and no Lease Abandonment has occurred, Landlord shall not, on account of any Default, seek to (or actually) terminate this Lease; recover any Bonus Value; give a Notice to start a Conditional Limitation Period or to cause a Lease Termination by the passage of time; commence a nonpayment or other Proceeding against Tenant; commence any Proceeding to seek to (or that could or would entitle Landlord to) evict or eject Tenant; or otherwise interfere (or seek to interfere) with the continuation of this Lease, the Leasehold Estate, or Tenant's possession and quiet enjoyment of the Leasehold Estate. Landlord may, however, with reasonable Notice to each Leasehold Mortgagee, exercise any other rights and remedies, such as Landlord's right to cure any Default and require Tenant to reimburse Landlord's Costs. Landlord may at any time stop exercising any right or remedy, with no liability to anyone.

31.5. *Involuntary Transfers.* Any Leasehold Mortgagee may: (i) initiate and complete any Leasehold Estate Involuntary Transfer, but only if the Transfer meets the Minimum Transfer Conditions; and (ii) exercise any other rights and remedies under its Leasehold Mortgage against Tenant and the Leasehold Estate, but not Landlord or the Fee Estate. Notwithstanding anything else in this Lease, any event in the previous sentence does not constitute a Default.

31.6. *Lease Assumption or Rejection.* In any Tenant Insolvency Proceeding, Senior Leasehold Mortgagee shall have the right, power, and authority, on Tenant's behalf and to the exclusion of Tenant (except as Senior Leasehold Mortgagee Notifies Landlord otherwise), to exercise any and all right, power, or authority of Tenant to assume, assume and assign, or reject this Lease as an unexpired lease under 11 U.S.C. § 365 or other Insolvency Law. Tenant's exercise or purported exercise of any such right, power, or authority shall be null, void, and of no force or effect without Leasehold Mortgagee Consent.

31.7. *Survival.* To the extent any Leasehold Mortgagee Protection applies or remains relevant after Lease Termination (e.g., the right to a New Lease), it shall survive Lease Termination. No Leasehold Mortgagee Protection shall, however, continue past the earlier of Lease Abandonment and the Scheduled Expiration Date.

32. NEW LEASE

32.1. *Lease Termination Notice.* If any Lease Termination occurs, then Landlord shall within 15 Business Days Notify each Leasehold Mortgagee of that Lease Termination and all Defaults and Events of Default known to Landlord (a “***Lease Termination Notice***”). By giving Notice to Landlord (a “***New Lease Request***”) within 30 days after Leasehold Mortgagee receives the Lease Termination Notice (the “***New Lease Option Period***”), only one Leasehold Mortgagee may require Landlord to enter into a New Lease with New Tenant. To be effective, any New Lease Request must include Leasehold Mortgagee’s agreement to satisfy the New Lease Conditions and to cause New Tenant to take the actions this Article contemplates New Tenant will take. No Leasehold Mortgagee may require Landlord to enter into a New Lease unless it gave Landlord a timely New Lease Request. Landlord and New Tenant shall enter into a New Lease within 30 days after Landlord’s receipt of a timely New Lease Request, subject to: (i) satisfaction of the New Lease Conditions; and (ii) any court order that prevents or delays Landlord from entering into a New Lease. **TIME IS OF THE ESSENCE FOR ANY NEW LEASE OPTION PERIOD AND SATISFACTION OF ALL NEW LEASE CONDITIONS.**

32.2. *New Lease Conditions.* Landlord need not enter into a New Lease unless Leasehold Mortgagee or New Tenant meets these conditions (the “***New Lease Conditions***”) simultaneously with (or, only where stated, before) the date when Landlord and New Tenant execute and deliver a New Lease (the “***New Lease Execution Date***”):

32.2.1. *Identification.* Identify New Tenant to Landlord (with contact details for New Tenant) in the New Lease Request or at least 10 days before the New Lease Execution Date.

32.2.2. *Landlord’s Costs.* Reimburse (to the extent not previously paid or reimbursed, including from Subrent) Landlord’s Costs to terminate this Lease, recover the Premises, prepare and enter into the New Lease, operate the Premises during the Gap Period, and perform Landlord’s obligations under this Article.

32.2.3. *Monetary Defaults.* Cure all Monetary Defaults, including payment of any unpaid Rent, interest, late charges, and reimbursement of Landlord’s Costs otherwise reimbursable under this Lease, except that: (i) New Tenant need not pay any damages (or accelerated Rent) calculated by reference to any period after the date of Lease Termination, but that does not limit New Tenant’s obligation to cure Monetary Defaults that arose because of unaccelerated payments of Base Rent and Additional Rent that arose under this Lease from Lease Termination through the New Lease Execution Date; and (ii) if all Monetary Defaults, determined without regard to the Lease Termination, are cured then New Tenant need not pay holdover rent.

32.2.4. *Nonmonetary Defaults.* Cure, or be prosecuting with reasonable diligence the cure of, all reasonably curable Defaults of which Landlord has given Notice, excluding: (i) Guarantor Defaults for which Lender’s Guarantor Cure Period has not expired; (ii) Tenant-Specific Defaults; and (iii) Defaults that require possession as a condition to cure.

32.2.5. *Required Insurance.* Deliver to Landlord Insurance Documents for all Required Insurance.

32.2.6. *Subleases*. Assume all past, present, and future obligations (and recognize and become the direct sublandlord) under all Subleases: (i) for which Landlord entered into an SNDA at Tenant's request (subject to any reduction of Landlord's obligations under any such Sublease, by operation of the SNDA, that occurred upon Lease Termination); or (ii) that Landlord entered into in compliance with this Lease during the Gap Period. Nothing in this paragraph obligates Landlord to enter into an SNDA with any Subtenant.

32.2.7. *Transfer Tax*. Pay any Transfer Tax on New Lease creation, including any further Transfer Tax caused by that payment.

32.3. *New Lease*. A "**New Lease**" means a new lease of the Premises and related customary documents, such as a new Lease Memo. Any New Lease shall:

32.3.1. *Cure Requirements*. Require New Tenant to cure, with reasonable diligence and continuity, within Tenant's cure periods under this Lease (all of which shall restart at the New Lease Execution Date), all Defaults and Events of Default except: (i) Guarantor Defaults, governed by other requirements below; and (ii) Tenant-Specific Defaults.

32.3.2. *Effective Date*. Take effect retroactively to the date of Lease Termination.

32.3.3. *Former Tenant*. As between Landlord and New Tenant, be subordinate to all possessory and other rights (valid or not) of the former Tenant and anyone claiming through it, including its Leasehold Mortgagees. As between New Tenant and the former Tenant and anyone claiming through a former Tenant (but not in any way imposing any obligation on Landlord), New Tenant's Leasehold Estate shall be free and clear of any right or interest of any former Tenant or anyone claiming through a former Tenant, including its Leasehold Mortgagees. This paragraph does not give a former Tenant or anyone claiming through it (e.g., a Subtenant) any rights against Landlord or New Tenant. Landlord has no obligation to remove from the Premises, or terminate the rights of, the former Tenant or anyone claiming through the former Tenant, including its Leasehold Mortgagees.

32.3.4. *Guarantor Cure*. If a Guaranty Period exists but the existing Guarantor no longer constitutes a Satisfactory Guarantor, then: (i) require New Tenant to cure all Guarantor Defaults, by achieving a Guarantor Cure, within the Lender's Guarantor Cure Period, measured by treating the New Lease Execution Date as a Possession Date; and (ii) until New Tenant has accomplished that, prohibit New Tenant from (re)commencing or continuing any Construction beyond the minimum Construction Law requires to make the Premises safe and secure.

32.3.5. *Lease Terms and Priority*. Automatically have the same priority, including against Fee Mortgages, and (except as this Lease expressly states) all the same terms as this Lease, including: (i) all Leasehold Mortgagee Protections; and (ii) only any Lease Modifications made with Mortgagee Consent. Any Lease Modifications made without Mortgagee Consent shall not become part of the New Lease. The New Lease shall not, however, include any representations and warranties by Landlord other than customary authority and enforceability representations and warranties substantially the same as those set forth in this Lease.

32.3.6. *Rights*. Give New Tenant the same rights to the Leasehold Estate (under the New Lease) and any Building that this Lease gave Tenant before Lease Termination.

32.3.7. *Term.* Continue for the Term of this Lease that would have remained if no Lease Termination had occurred, on the same terms that would have applied under this Lease, including a continuation of Base Rent and its adjustments and Resets, if any, and all other terms, as this Lease would have provided had no Lease Termination occurred. Without limiting the previous sentence, New Tenant shall have the benefit of any Rent prepayments made by the former Tenant and not already credited against Rent.

32.4. *Gap Period.* From Lease Termination until the New Lease Execution Date or Lease Abandonment (that period, the “**Gap Period**”), Landlord shall not, without Leasehold Mortgagee Consent:

32.4.1. *Encumbrance.* Encumber any Estate except by granting any Fee Mortgages that comply with this Lease.

32.4.2. *Operations.* Operate the Premises unreasonably, but Landlord need not spend more than sums received from the Premises to the extent they exceed Rent. Landlord may, however, apply any sums received from the Premises (to the extent they do not exceed Rent) as Landlord sees fit, including to make debt service payments to Fee Mortgagees.

32.4.3. *Sublease Execution.* Enter into any Sublease except in good faith, at arm’s length, and in a manner and on terms substantially consistent with Tenant’s subleasing program before Lease Termination.

32.4.4. *Sublease Modification.* Modify any Sublease except either: (a) any Modification done in good faith; or (b) a termination for Subtenant’s default or Subtenant’s exercise of any right to terminate.

32.5. *Landlord’s Obligations.* On the New Lease Execution Date, but only if New Tenant meets the New Lease Conditions, Landlord shall, at no cost to Landlord:

32.5.1. *Fee Mortgagees.* Cause every Fee Mortgagee to subordinate unconditionally to the New Lease.

32.5.2. *General Assignment.* Assign and transfer to New Tenant, without representation or warranty, Landlord’s right, title, and interest, if any, under all Subleases (including any guaranties, security deposits, and letters of credit Landlord held under Subleases), service contracts, Premises operations, and net income (after payment of Rent and of all other costs this Lease requires Tenant to pay) Landlord collected from the Premises in the Gap Period.

32.5.3. *Loss Proceeds.* If Depository holds any Loss Proceeds, then Notify Depository that Landlord consents to New Tenant’s succeeding to any of Tenant’s rights to those Loss Proceeds.

32.5.4. *Title Insurance.* Take such actions, and sign and acknowledge such documents, as New Tenant reasonably requests to enable New Tenant to obtain title insurance on the Leasehold Estate under the New Lease, including execution and delivery of a new Lease Memo, if required, but Landlord need not incur any obligations beyond those in the New Lease.

32.6. *Survival.* This Article shall survive any Lease Termination. Issuance of a New Lease does not limit the liability of Tenant, any Guarantor, or any unreleased assignor under the former Lease.

33. MEZZANINE FINANCING

33.1. *Tenant's Rights.* Tenant or its constituent entity(ies) may obtain financing from any Institution secured by pledge(s) of Equity Interests in Tenant (any such financing, a “**Mezzanine Loan**” or “**Mezzanine Financing**”; and any Institution holding pledged Equity Interests to secure any Mezzanine Financing, a “**Mezzanine Lender**”), provided that (i) under no circumstances may a Prohibited Person be a Mezzanine Lender or directly or indirectly acquire Mezzanine Lender's collateral or interest in Tenant; (ii) Mezzanine Financing is restricted to two Mezzanine Lenders; and (iii) the total aggregate principal indebtedness secured by Leasehold Mortgages and Mezzanine Financing does not exceed 80% of the fair market value of the Leasehold Estate (based on an appraisal obtained by a Leasehold Mortgagee, as confirmed to Landlord only through a letter from that Leasehold Mortgagee). Tenant shall give Landlord a Notice of such Mezzanine Financing and such Notice shall include the name and address of such Mezzanine Lender and of the debtor/borrower under that Mezzanine Financing, as shown in the filed UCC-1 financing statement.

33.2. *Mezzanine Lender Rights.* With respect to all rights of cure of Leasehold Mortgagees under this Lease, and with respect to any other rights and/or remedies of Leasehold Mortgagees under this Lease, a Mezzanine Lender shall be treated as a Leasehold Mortgagee. If this Lease requires Landlord to give Leasehold Mortgagees any Notice, then Landlord shall also give a copy of that Notice to each Mezzanine Lender of which Landlord has received Notice, unless Landlord is legally prohibited from doing so. Landlord shall accept cure of any Default from only one Mezzanine Lender at any given time, subject to the Section in this Lease on multiple Mortgages above. If a Mezzanine Lender consummates an Involuntary Transfer then the resulting Transfer shall not constitute a Default under this Lease (and even if, through that Involuntary Transfer, an Affiliate of a Leasehold Mortgagee becomes Tenant under this Lease, that Affiliation shall not constitute a Default), provided that: (a) the Transferee is not a Prohibited Person; and (b) either (i) Guarantor delivers to Landlord a Guarantor Certificate and upon Landlord's request Financial Documentation evidencing that Guarantor remains a Satisfactory Guarantor, or (ii) Involuntary Transferee accomplishes a Guarantor Cure within Lender's Guarantor Cure Period. If a Mezzanine Lender consummates an Involuntary Transfer and later sells or assigns its Equity Interests in Tenant, any such sale or assignment shall be subject to the Consensual Transfer Conditions.

34. ACCESS; QUIET ENJOYMENT; TITLE

34.1. *Access.* Landlord and its agents, designees, and representatives may (at their option, with no obligation to do so) enter the Premises to: (i) ascertain Tenant's compliance with this Lease; (ii) cure Defaults; (iii) observe and inspect the Premises and any Construction; (iv) show the Premises to any actual or prospective Transferee, actual or prospective Fee Mortgagee, or a representative or designee of any of them (including its appraiser, inspector, or consultant) or, in a Restriction Period, a potential replacement for Tenant; or (v) investigate any actual or alleged violation of Law. Except in an emergency, any entry to the Premises must comply with the Access Procedures. Landlord shall not perform any: (a) invasive testing (except based on

possible existence of Hazardous Substances, if Tenant is not performing its obligations); or (b) Construction (except to cure Tenant's Default). Landlord's right to enter and inspect is intended solely for Landlord's protection and benefit. Any such right or its exercise imposes on Landlord no obligation to Tenant or any other Person.

34.2. *Quiet Enjoyment.* So long as no Lease Termination has occurred, subject to Permitted Exceptions, anything done at Tenant's request, and the terms of this Lease (including Landlord's rights and remedies upon and after an Event of Default), Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, subject to the terms of this Lease, without molestation, hindrance, or disturbance by or from Landlord, or anyone claiming by or through Landlord (including any Fee Mortgagee) or having title to the Premises paramount to Landlord, and free of any encumbrance created or permitted by Landlord, except Permitted Exceptions.

34.3. *Title.* During the Term, to the extent paid for by Tenant, including from loan proceeds, Tenant: (i) owns the Building and all Building Equipment and FF&E in, on, or at the Premises or otherwise part of the Premises; and (ii) shall bear all burdens, and be entitled to all benefits, of all the foregoing. After the Term, Landlord shall own all those items. Tenant shall benefit from all depreciation, tax credits, and other tax items attributable to Tenant's investment in the Premises, including investment funded by loan proceeds.

35. GUARANTOR MATTERS

35.1. *Maintenance.* During every Guaranty Period, Tenant shall cause Guarantor to constitute a Satisfactory Guarantor as of the last day of every calendar quarter. If Tenant fails to comply with the previous sentence, then Tenant shall have a period of 15 days to remedy that failure by accomplishing a Guarantor Cure.

35.2. *Guarantor Reporting.* In any Guaranty Period, Tenant shall: (i) promptly Notify Landlord of any Default or Event of Default affecting any Guarantor or Person constituting a Guarantor, if multiple Guarantors exist; (ii) deliver to Landlord promptly on request (up to twice per Lease Year) a Guarantor Certificate; (iii) deliver to Landlord "**Guarantor Financials**" consisting of annual financial statements of each Guarantor within 120 days after the end of each fiscal year of that Guarantor and quarterly financial statements of each Guarantor within 30 days after the end of each calendar quarter; and (iv) promptly deliver to Landlord such other information on the financial condition and assets of each Guarantor as Landlord reasonably requests from time to time. Guarantor Financials shall: (a) state assets, liabilities, income, expenses, and other ordinary and customary items; (b) be prepared in ordinary and customary form and detail, as prepared in the United States, consistently across periods; (c) in the case of annual financial statements, be audited (and accompanied by an ordinary and customary auditor's opinion) if audited for any other purpose; (d) if not required to be audited, then be reviewed by Guarantor's outside accounting firm and certified by Guarantor's senior financial executive; and (e) constitute Confidential Information. Notwithstanding anything in this Lease or the Guaranty to the contrary, only for so long as Edward J. Minskoff personally (as opposed to his estate) is the Guarantor, the reporting requirements of this paragraph shall not apply. Instead, solely with respect to Edward J. Minskoff, when and as this paragraph would require specified reporting, Guarantor shall instead deliver a certification (the "**Minskoff Certification**") that Guarantor satisfies the Minimum Financial Criteria in the form of **Exhibit G** from Guarantor and

from (x) Baker Tilly or (y) any independent certified public accounting firm selected by Guarantor and approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed).

36. EVENTS OF DEFAULT

36.1. *Definition.* An “**Event of Default**” exists only if and so long as:

36.1.1. *Base Rent Default.* Any Default by Tenant for failure to pay Base Rent exists and continues for 10 days after Notice from Landlord.

36.1.2. *Other Monetary Default.* Any other Monetary Default by Tenant exists and continues for 20 days after Notice from Landlord, specifying in reasonable detail any amounts not paid and the nature and Landlord’s calculation of those amounts.

36.1.3. *Insurance.* Tenant fails to insure the Premises (or provide any Insurance Document) as this Lease requires and that failure continues for five days after Notice from Landlord. The cure period in this paragraph does not limit Landlord’s rights to arrange replacement insurance as this Lease allows.

36.1.4. *Initial Development.* Either: (i) the Initial Development Commencement Date does not occur by the Initial Development Commencement Deadline; or (ii) the Initial Development Completion Date does not occur by the Initial Development Completion Deadline. Tenant shall not be entitled to any further Notice or cure period for this Event of Default, which is automatic because these Deadlines include their own cure periods and extension rights.

36.1.5. *Guarantor Issues.* In a Guaranty Period, Guarantor: (i) fails to perform any obligation or covenant (affirmative or negative) in a Completion Guaranty, including any obligation relating to delivery of financial statements; (ii) dies or becomes disabled; (iii) divides into multiple entities; or (iv) for any reason fails to constitute a Satisfactory Guarantor. Any Default under the previous sentence shall become an Event of Default only if, 30 days after Notice to Tenant or Guarantor, Tenant has not achieved a Guarantor Cure or otherwise cured the Default. Any Default referred to in this paragraph constitutes a “**Guarantor Default.**”

36.1.6. *Guarantor Issues (Additional).* In a Guaranty Period, the Completion Guaranty ceases to be in full force and effect (and fully enforceable) for any reason or Guarantor: (i) disavows or revokes, or purports to disavow or revoke, the Completion Guaranty (or any part of it) in writing; (ii) terminates its legal existence or merges with Tenant; or (iii) is convicted of a felony or incarcerated for any period. Any Default under the previous sentence shall become an Event of Default only if, 30 days after Notice to Tenant or Guarantor, Tenant has not achieved a Guarantor Cure of the type described in clause (i) of the definition of “Guarantor Cure”. Any Default referred to in this paragraph also constitutes a “**Guarantor Default.**”

36.1.7. *Insolvency.* Any Credit Party becomes subject to any Insolvency Proceeding, or an Insolvency Officer is appointed to take possession of, or an attachment, execution, or other judicial seizure is made for, substantially all its assets or Tenant’s interest in this Lease, unless that appointment, attachment, execution, other seizure, or Insolvency Proceeding was involuntary (with no facilitation, consent, or encouragement by any Credit Party or its Constituent) and is contested with reasonable diligence and continuity and is vacated and

discharged within 90 days (an “**Insolvency Event of Default**”). If the Insolvency Event of Default relates to Guarantor, then Tenant shall also have the right to cure it, only within 30 days after commencement, by achieving a Guarantor Cure. If, however, Landlord or a Leasehold Mortgagee initiated any action listed in this paragraph, then it cannot constitute a Default, an Event of Default, or an Insolvency Event of Default.

36.1.8. Prohibited Transfer. A Prohibited Transfer occurs.

36.1.9. Misrepresentation. Any representation or warranty by Tenant was materially false or misleading when made and either (a) Tenant fails to correct the underlying facts, to make the representation or warranty accurate, within 15 days after Notice, or (ii) the making of the false or misleading representation or warranty was intentional or fraudulent or is incurable.

36.1.10. Other Nonmonetary Default. Any Nonmonetary Default not listed above occurs and Tenant does not cure it within 30 days after Notice from Landlord describing it in reasonable detail, or, if it cannot with reasonable diligence and continuity be cured within 30 days from that Notice, if Tenant does not: (i) within 30 days from Landlord’s Notice Notify Landlord that Tenant intends to diligently seek to cure it; (ii) duly commence that cure within that time; (iii) with reasonable diligence and continuity prosecute the cure to completion; and (iv) complete the cure in a reasonable time.

36.2. Cure. If an Event of Default has been cured, then it shall no longer exist (or be deemed to have occurred) for any purpose.

37. LANDLORD’S RIGHTS AND REMEDIES

37.1. Remedies. If an Event of Default exists, then Landlord shall, at Landlord’s option, have any of these remedies, all cumulative. Exercise of one does not preclude exercise of another. Landlord’s rights and remedies are subject to Leasehold Mortgagees’ cure rights as this Lease provides. In addition to any other remedies available at law, in equity, or under this Lease, subject in all cases to Law, Landlord’s rights and remedies for an Event of Default include:

37.1.1. Conditional Limitation. Landlord may serve on Tenant a written 15-day (that period, the “**Conditional Limitation Period**”) notice of cancellation and termination of this Lease. When the Conditional Limitation Period expires, this Lease and the Term shall automatically and with no further action by anyone terminate and expire, by lapse of time, as fully and completely as if the last day of the Conditional Limitation Period were the Expiration Date. The “**Expiration Date**” shall be redefined accordingly. After the Conditional Limitation Period, Tenant’s tenancy no longer exists. Tenant shall then quit and surrender the Premises to Landlord but remain liable as this Lease provides. Tenant’s surrender of possession and the premature Expiration Date shall not limit Tenant’s liability under this Lease. This paragraph establishes a conditional limitation, not a condition subsequent.

37.1.2. Continue Lease. Landlord may at Landlord’s option, with no obligation to do so, maintain Tenant’s right to possession. In that case: (i) this Lease shall continue; (ii) Landlord may continue to enforce it, including collecting Rent as it becomes due and enforcing remedies for nonpayment; and (iii) Landlord shall not be deemed to have waived any right or remedy.

37.1.3. Damages. Even if Tenant cures a Default, Landlord may recover from Tenant all damages (except Excluded Damages) Landlord actually incurs because of that Default. Those damages include Landlord's Costs incurred in any Proceeding or of recovering possession and reletting the Premises (including brokerage commissions) for the originally contemplated Term through the Scheduled Expiration Date, reimbursement of bank fees for returned checks, all other Landlord's Costs, and any other damages Landlord may legally recover under this Lease or Law.

37.1.4. Bonus Value and Monthly Shortfall. Landlord may recover either: (i) the present value, calculated at a discount rate of 5%, of the excess of all the Rent over the fair market rental value of the Premises for the balance of the Term through the original Scheduled Expiration Date (the "**Bonus Value**"), as liquidated damages, in recognition that Landlord's actual damages may be difficult or impossible to measure and the Bonus Value constitutes a reasonable estimate of those damages; or (ii) whether or not a Lease Termination has occurred or Landlord has maintained Tenant's right of possession, all Rent, when and as due and payable to Landlord through the original Scheduled Expiration Date (as if no Lease Termination had occurred), less (in the case of this clause (ii) only) Landlord's actual net proceeds of reletting, if any, after first applying those proceeds as this Lease permits (the "**Monthly Shortfalls**"). Landlord may at any time pursue the Bonus Value or the Monthly Shortfalls. Pursuit of either shall not preclude pursuit of the other. If, however, Landlord seeks to recover and Tenant actually pays the Bonus Value, then Landlord may no longer recover any Monthly Shortfalls. Landlord may recover Bonus Value or Monthly Shortfalls at any time after an Event of Default, in or after the Term. Notwithstanding any Law: (a) Landlord need not (but may) commence separate actions to enforce each month's Monthly Shortfall and may (at Landlord's option) bring and prosecute a single combined action for the Rent and those damages, but Landlord may not recover each Monthly Shortfall until it actually arises; and (b) Landlord may not recover Excluded Damages.

37.1.5. Funds. On any Lease Abandonment, to the extent that Tenant, Landlord, or Depository then holds any funds in which Landlord has any interest, including any Loss Proceeds, they shall be applied as Landlord directs, including as a payment to Landlord.

37.1.6. Guaranty. In any Guaranty Period, Landlord may enforce all its rights and remedies under any Completion Guaranty, subject to the terms of that Completion Guaranty. Landlord's Completion Guaranty shall, however, be subject and subordinate to any guaranty of completion delivered to a Leasehold Mortgagee or a Mezzanine Lender at the closing of its loan (and Landlord shall suspend enforcement of its Guaranty), only if and for so long as no Lease Abandonment has occurred, Guarantor remains a Satisfactory Guarantor, and a Leasehold Mortgagee or Mezzanine Lender: (a) is with reasonable diligence enforcing its rights under its completion guaranty; (b) is with reasonable diligence exercising its cure rights within the periods allowed under this Lease and (c) has agreed with Landlord in writing, on terms reasonably satisfactory to Landlord, that all sums collected under the completion guaranty will be applied only toward the Guaranteed Obligations under the Completion Guaranty held by Landlord (or released to Landlord upon a Lease Abandonment) and not to any indebtedness unless and until the Guaranteed Obligations have been fully paid and performed.

37.1.7. Taking Possession. Landlord may re-enter and take possession of the Premises, by summary proceedings or other legal process, and remove Tenant, after Lease Termination. In doing so, Landlord shall neither be liable for damages nor guilty of trespass. This is intended to

constitute a right of re-entry by Landlord. Except as this Lease or Law requires, Tenant, for itself and all persons claiming by or through Tenant, waives any right to: (i) service of notice of intention to re-enter under any Law; (ii) redeem, re-enter, or repossess the Leasehold Estate or this Lease; or (iii) restore the operation of this Lease if Tenant is dispossessed by a judgment or by warrant of any court or judge or after re-entry or repossession by Landlord or any expiration or termination of this Lease. No re-entry by Landlord, whether through summary proceedings or otherwise, and no acceptance of Tenant's surrender of possession of the Premises, shall absolve or discharge Tenant from liability under this Lease. The terms "*enter*," "*entry*," "*re-enter*," and "*re-entry*," as used in this Lease, are not restricted to their technical legal meanings.

37.1.8. Termination of Tenant's Rights. Landlord may by any lawful means terminate Tenant's rights to possess the Premises upon not less than 15 days' Notice to Tenant. This Lease and the Term shall terminate on the date specified in the Notice. That date of termination shall be the Expiration Date. Tenant shall on that date surrender possession. The premature termination of this Lease shall not limit Landlord's right to recover damages from Tenant, any Guarantor then in place, or any unreleased assignor of this Lease on account of Tenant's Default or Event of Default, including any damages based on the remaining Term as originally contemplated

37.1.9. L/C. Landlord may deduct and retain from the L/C, all in such order of priority as Landlord determines in its sole and absolute discretion: (i) any Rent Tenant fails to pay when due; and (ii) all sums, including damages, holdover rent, use and occupancy charges, and Landlord's Costs, this Lease or Law requires Tenant to pay or reimburse because of Tenant's Default or Event of Default.

37.1.10. No Double Recovery. Landlord shall not directly or indirectly recover twice for the same element of damages.

37.2. Proceeds of Reletting. So long as no Lease Abandonment has occurred, Landlord shall apply any reletting proceeds as follows, without duplication, and in any order, with the residue, if any, being held by Landlord to cover any future damages:

37.2.1. Landlord's Costs. To pay to itself all Landlord's Costs of terminating this Lease, re-entering, retaking, repossessing, repairing, performing any Construction, curing any Defaults, and removing all persons and property from the Premises, including reasonable and customary brokerage commissions and Legal Costs;

37.2.2. Preparation for Reletting. To pay Landlord's Costs to secure any new tenants and other occupants, including brokerage commissions and any reasonable costs to prepare the Premises for reletting;

37.2.3. Operating Costs. From and after the Commencement Date, to reimburse Landlord for its reasonable costs to maintain and operate the Premises and to pay Real Estate Taxes and insurance premiums; and

37.2.4. Tenant's Liability. To pay to itself on account of Tenant's liability to Landlord for any other sums Tenant owes under this Lease.

37.3. Tenant's Late Payments; Administrative Charges. If Tenant fails to pay any Base Rent (or Additional Rent) to Landlord within five Business Days (30 days for Additional Rent) after

first due and payable, then without reducing or adversely affecting any of Landlord's other rights and remedies, Tenant shall pay Landlord: (i) Default Interest on that late payment, beginning five Business Days after payment was first due, and continuing until Tenant actually pays; and (ii) an administrative charge equal to this percentage of the late payment, except a late payment of damages arising from any Lease Termination: (a) 3% for the first late payment in any 12 calendar months; and (b) 5% of each further late payment in that period. The administrative charges in this Section compensate Landlord for Landlord's inconvenience, costs, and staff time to handle late or missed payments. The exact monetary amount of injury to Landlord would be extremely difficult to ascertain. These administrative charges represent a fair and reasonable estimate of Landlord's costs and losses if Tenant pays late. They shall not be deemed a penalty or compensation for use of funds or credited against any other Tenant obligation.

37.4. *Injunction.* Whether or not an Event of Default has occurred, Landlord may obtain a court order enjoining Tenant from continuing any Default or from committing any threatened Default. Damages would not constitute an adequate remedy for any Nonmonetary Default.

37.5. *Landlord's Right to Cure.* Landlord may, but need not, seek to cure any Event of Default. Except in the case of an emergency, Landlord shall give Tenant reasonable prior notice before exercising that cure right. Landlord's right to cure a Default related to Required Insurance is governed by the Article on Insurance. Landlord may cease cure efforts at any time. Tenant shall pay Landlord: (i) an amount equal to Landlord's Costs in seeking to cure Tenant's Default; and (ii) Default Interest on item (i) from the date paid by Landlord until the date repaid by Tenant. Landlord's exercise of its rights under this paragraph does not waive any Tenant obligation or Default or Landlord right or remedy.

37.6. *Holding Over.* So long as Tenant remains in occupancy of (any part of) the Premises after the Expiration Date, including because of any Subtenant's continued occupancy of any Premises (except under a Surviving Sublease) or because Tenant still needs to complete any Construction this Lease required Tenant to complete before returning the Premises to Landlord, then: (i) Landlord will suffer injury that is substantial and difficult or impossible to estimate or measure accurately; and (ii) in addition to any other rights or remedies of Landlord, Tenant shall pay Landlord, in place of Base Rent, as liquidated damages and not as a penalty (and as a reasonable estimate of the damages Landlord will suffer), for each month, the higher of (i) fair market rental value of the Premises and (ii) a sum equal to: 125% (for the first month or partial month of holding over), 150% (for the second month or partial month of holding over), and 200% (for each later month or partial month of holding over) times the monthly Base Rent in the year before the Expiration Date. In addition, in any holdover period, Tenant shall also continue to perform all monetary and nonmonetary obligations under this Lease, as if the Term continued, except that Tenant's obligation to pay holdover rent shall replace any obligation to pay Base Rent.

37.7. *Accord and Satisfaction; Partial Payments.* Any payment by Tenant or receipt by Landlord of an amount less than the amount due shall be deemed only a part payment on account. Any endorsement or statement on any check or letter with Rent shall not be deemed an accord or satisfaction. Landlord may accept that Rent without prejudice to its right to recover the balance of any Rent due or pursue any other remedy.

37.8. *Waiver.* LANDLORD AND TENANT IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE, THE PARTIES' RELATIONSHIP REGARDING THE PREMISES, ENFORCEMENT OF THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY CLAIM OF INJURY OR DAMAGE ARISING BETWEEN LANDLORD AND TENANT, OR ANY ACTIONS OF LANDLORD IN CONNECTION WITH OR RELATING TO THE ENFORCEMENT OF THIS LEASE.

37.9. *Multiple Suits.* Landlord may sue to recover damages, or sums equal to Rent installments payable by Tenant, from time to time at Landlord's election. Nothing in this Lease requires Landlord to await the date when this Lease or the Term would have expired absent an Event of Default and a resulting termination of this Lease.

37.10. *Receipt of Monies.* Unless a payment from Tenant fully cures all Monetary Defaults that led to an Event of Default, Landlord's receipt of any payment from Tenant after giving a termination notice or a notice to obtain possession, or after retaking of possession, shall not reinstate, continue, or extend the Term or waive or otherwise affect any previous Notice to Tenant, waive Landlord's right to collect Rent payable by Tenant or later falling due, or waive Landlord's right to recover possession. After an Event of Default exists and Landlord serves any such Notice, commences any suit or summary proceedings, or obtains a final order or judgment for possession, Landlord may demand, receive, and collect any moneys due or later falling due without in any way affecting that Notice, suit, proceeding, order, or judgment, unless Tenant has fully cured all Defaults. Absent cure of all Defaults, any sums collected in this manner instead constitute payments for use and occupancy or, at Landlord's election, on account of Tenant's liability. They do not vitiate any otherwise valid Lease Termination.

37.11. *Landlord's Costs.* Tenant shall pay or reimburse all Landlord's Costs that Landlord incurs as a result of any Default, even if cured.

38. END OF TERM

38.1. *Ownership and Surrender.* On the Expiration Date, including a premature Expiration Date because of a Lease Termination (but in all cases subject to and without limiting any Leasehold Mortgage Protections):

38.1.1. *Condition.* Tenant shall deliver to Landlord possession of the Premises so it can be legally occupied for the then-existing Permitted Use, subject to reasonable wear and tear and any Loss this Lease did not require Tenant to Restore, and otherwise in compliance with this Lease as it applied before the Expiration Date.

38.1.2. *Exceptions.* Tenant shall deliver the Premises to Landlord free and clear of all contracts, management agreements, Prohibited Exceptions, and (except as this Article states) Subleases unless that Sublease (any such Sublease meeting these tests, a "**Surviving Sublease**"): (x) is an SNDA-Eligible Sublease for which Landlord entered into a recorded Subtenant SNDA or is a residential Sublease subject to Rent Regulation as required by any Incentive Program this Lease allows; (y) has not terminated or expired; and (z) has been assigned to Landlord.

38.1.3. Landlord's Property. The Building, any FF&E remaining on the Premises, all Building Equipment (except Tenant's movable property), all site improvements, and all Loss Proceeds not applied to Restoration shall automatically become Landlord's property (subject to Fee Mortgages), free and clear of all Leasehold Mortgages, Prohibited Exceptions, and claims by Tenant and (except unexpired New Lease rights) Leasehold Mortgagees. Subject to Fee Mortgages and Tenant's surviving obligations: (a) title to all the foregoing items that become Landlord's property shall automatically vest in Landlord; and (b) Landlord shall hold the Premises as if the parties had not entered into this Lease.

38.1.4. Surrender. Tenant shall (and shall cause anyone claiming through Tenant, except Subtenants under Surviving Subleases to) surrender all right, title, or interest in and to the Premises, including all rights of possession and occupancy, and deliver evidence and confirmation of that surrender as Landlord reasonably requires.

38.2. Deliveries and Transition. On the Expiration Date, the parties shall take these additional actions:

38.2.1. Assignment and Documents. Tenant shall assign to Landlord, without recourse, representation, or warranty, all of Tenant's right, title, and interest in and to, and (to the extent then in Tenant's possession or control) give Landlord copies or originals of, all assignable Applications, Approvals, guaranties, letters of credit, security deposits, service contracts, Subleases (and claims against Subtenants) to the extent Landlord requests, and warranties then in effect for the Premises.

38.2.2. Lease Memo. The parties shall terminate the Lease Memo and release it of record unless it expired by its terms.

38.2.3. Operational Transition. The parties shall reasonably cooperate to achieve an orderly transition of operations and any pending Construction from Tenant to Landlord without interruption, including delivery of originals or copies of books, records, and maintenance and inspection records for all Building Equipment and FF&E.

38.2.4. Plans and Survey. Tenant shall deliver to Landlord any existing as-built plans and as-built surveys for the Premises, if in Tenant's possession or control.

38.2.5. Prorations. The parties shall Prorate Real Estate Taxes, expenses and income of the Premises including Utilities and any prepaid Rent in the same manner as for a sale of the Premises, but any sums otherwise payable to Tenant shall first be applied to cure any Tenant Default.

38.2.6. Utility and Tax Bills. Tenant shall give Landlord copies of recent bills for all Utilities, with account numbers and contact information, and completed and signed forms as necessary to change the mailing address for Real Estate Tax bills.

38.2.7. Utility Deposits. At Landlord's option, Tenant shall assign to Landlord all Utility and other service provider deposits for the Premises and, unless this Lease terminated because of an Event of Default, Landlord shall reimburse Tenant for those deposits.

38.2.8. *Signage.* At the Expiration Date Tenant shall preserve and not remove any signage that Tenant installed, and shall reasonably cooperate to transfer to Landlord any signage rights appurtenant to the Premises. Tenant may, however, remove Tenant's or any Affiliate's name (or any name of any managing agent or other representative of Tenant or any Affiliate).

38.2.9. *Equipment to Leave in Place.* Notwithstanding anything to the contrary in this Lease, Tenant shall not remove, and shall leave in place after the Expiration Date, all base building power systems, transformers, energy management system, generators, transmitters, power feeds, voice communications equipment, security systems, building management systems, electrical panels, conduits, appliances, and heating/ventilation/air conditioning equipment.

38.2.10. *Other.* Tenant shall sign and deliver such documents, and take such other actions, as Landlord reasonably requests to terminate (and evidence of record the termination of) any rights of Tenant relating to the Premises or this Lease and to implement transfer of control of the Premises from Tenant to Landlord.

38.3. *No Implied Consent.* Nothing in this Article constitutes Landlord's consent to any Tenant action or omission that would otherwise violate this Lease or any continuing occupancy by Subtenants, except Subtenants under Surviving Subleases.

38.4. *Survival.* All rights and obligations that by their nature are to be performed after any Expiration Date, including all Indemnities and provisions relating to a New Lease, shall survive the Expiration Date. No termination of this Lease and no taking possession of or reletting the Premises shall relieve Tenant of the liabilities and obligations under this Lease in accordance with its terms, all of which shall survive that expiration, termination, repossession, or reletting.

39. NOTICES

39.1. *Generally.* Notices by Landlord or Tenant to each other (and their designated copy recipients) or to a Mortgagee must be in writing and sent: (i) by hand, with receipt acknowledging delivery (effective upon delivery before 5 p.m. on a Business Day; otherwise at the beginning of the next Business Day after delivery, or when delivery has been attempted twice, as evidenced by the written report of the courier or messenger service); or (ii) by next-Business-Day national delivery service (such as FedEx, United Parcel Service, DHL, or United States Postal Service) that maintains a record of items delivered. Any Notice sent to a post office box address must be sent only by next-Business-Day delivery through the United States Postal Service. Notices sent by national delivery service shall take effect on the next Business Day after the Business Day on which dispatched, or on the second Business Day after dispatch, if not dispatched on a Business Day. Notices shall be addressed to Landlord or Tenant and their designated copy recipients initially as stated in **Exhibit H**. If a party's address changes, then it shall promptly Notify the other party(ies) by Notice in compliance with this paragraph. Notice of that change shall be effective only on receipt. The provisions of this Lease on Mortgagees also require copies of certain Notices to be sent to Mortgagees. Any attorney may give Notice for its client.

39.2. *Guaranty Period.* In any Guaranty Period: (i) if Landlord gives any Notice to Tenant, Landlord must also give a copy of that Notice (in compliance with the Notice procedures of this Lease) to Guarantor at its address as shown in its Completion Guaranty or at the most recent

Notice address Landlord received from that Guarantor; and (ii) if Landlord cannot legally give Notice to Tenant, for example because Tenant is subject to Insolvency Proceedings, then for purposes of the Completion Guaranty Landlord may instead give it to Guarantor and Landlord shall be deemed to have validly given it to Tenant.

40. EXCULPATION

40.1. *Limit of Landlord's Liability.* The liability under this Lease of Landlord (including any Fee Estate Involuntary Transferee), for damages or otherwise, shall be enforceable against only, and shall not extend beyond, the Fee Estate, Rent due and to become due, and any funds Landlord holds in which Tenant has an interest, such as Loss Proceeds held for Restoration. No other property or assets whatsoever shall be subject to execution, levy, or any other enforcement procedure to satisfy any monetary or other remedy of Tenant (or any Leasehold Mortgagee) under or relating to this Lease.

40.2. *Limit of Tenant's Liability.* Except for Tenant's liability in a Major Construction Period, or as this Article otherwise states: (i) every reference to Landlord and the Fee Estate in the paragraph captioned Limit of Landlord's Liability shall also be deemed to refer to Tenant (including New Tenant and any Leasehold Estate Involuntary Transferee) and the Leasehold Estate, and vice versa; and (ii) Landlord's rights and remedies under this Lease, including Landlord's rights to: (a) terminate this Lease; (b) re-enter the Premises and retake possession; (c) remove Tenant from possession; (d) obtain injunctive relief (not involving personal liability beyond the Leasehold Estate); (e) cure Defaults; and (f) collect damages from Tenant (enforceable only against the Leasehold Estate and any funds Tenant holds in which Landlord has an interest) shall constitute Landlord's exclusive remedies against Tenant for any Default or Event of Default.

41. ADDITIONAL DELIVERIES

41.1. *Confidentiality.* The term "**Confidential Information**" means any information or documentation that Tenant gives Landlord of these types: Subleases, financial statements or reports, any other information of a financial or proprietary nature, and information about potential Transferees. Landlord shall and shall require its professional advisors to: (a) treat the Confidential Information as confidential, using the same procedures it would for its own confidential information; and (b) not use Confidential Information for any purpose unrelated to this Lease.

41.1.1. *Exclusions.* Landlord's duty of confidentiality shall not apply to information that: (i) is publicly known; (ii) has entered the public domain through no act or fault of Landlord in breach of its confidentiality obligations to Tenant; (iii) Landlord obtains from a third party where Landlord does not know that the third party has any confidentiality obligations to Tenant; (iv) Landlord developed independently without using or referring to Confidential Information; (v) is demanded to be disclosed under Law or by any decree, judgment, order, request, or subpoena of any Government (any of those, "**Legal Process**"); or (vi) based on written advice of counsel, Landlord must disclose under securities law or stock exchange rules.

41.1.2. *Legal Process.* If any Legal Process demands disclosure of Confidential Information, then Landlord, to the extent practicable and allowed by Law, shall promptly Notify

Tenant and use commercially reasonable efforts, at Tenant's expense, to cooperate with Tenant as Tenant reasonably requests to seek to prevent, defer, or minimize disclosure.

41.1.3. Permitted Disclosures. Landlord may disclose Confidential Information, as reasonably necessary for a bona fide good faith legitimate business purpose, to: (i) its accountants, advisers, attorneys, consultants, and regulators; and (ii) any actual or prospective investor, Mortgagee, or Transferee. Landlord shall direct anyone who receives Confidential Information under the previous sentence to maintain confidentiality and not further share the Confidential Information except to its persons described in clause (i). The parties may disclose Confidential Information in Proceedings but shall seek confidential treatment.

41.2. Estoppel Certificates. Up to twice a year, plus up to one additional request per year if needed for a proposed Transfer (or Mortgage) involving Requester, each party to this Lease (a "**Requester**") may require the other (a "**Certifier**") to sign, acknowledge, and deliver to Requester (or directly to a designated third party) up to four original counterparts of an Estoppel Certificate. Certifier shall sign, acknowledge, and return that Estoppel Certificate within 20 days after request. Any Estoppel Certificate shall bind Certifier. Any Mortgagee may exercise the rights of a Requester. Requester shall not record, or permit to be recorded, any Estoppel Certificate.

41.3. Further Assurances. Each party shall sign and deliver further documents, and perform further acts, as reasonably necessary to achieve the parties' intent in entering into this Lease and to allow each party to enjoy the anticipated benefits of its Estate as provided for in this Lease, but only if each such document or act meets this standard (the "**Further Assurances Standard**"): (i) both parties reasonably approve it; (ii) all Mortgagees approve it, to the extent their Mortgages require; and (iii) it does not materially adversely affect the Counterparty or its Mortgagee; require the Counterparty to disclose any information beyond what this Lease requires; or accelerate, decrease, defer, or increase any payment or material obligation. Each party shall with reasonable diligence and in writing seek its Mortgagees' approval to any document or action this paragraph contemplates. In addition, if Tenant desires to close a Tenant Transfer or Leasehold Mortgage in compliance with this Lease, then Landlord shall on request deliver to Tenant's licensed title insurance company ordinary and customary organizational and authorization documents relating to Landlord and this Lease.

41.4. Subleases. Tenant shall give Landlord within 10 days after Landlord's request, which request may not be made more than once in any 12-month period except as needed to close a sale or refinancing by Landlord, copies of the current rent roll of all Subtenants including security deposits. Tenant shall give Landlord upon request, which request Landlord may make only up to once a year, but only in the last five years of the Term, copies in electronic form of all commercial Subleases with any amendments, and a copy of Tenant's then standard residential Sublease form. Deliveries under this Section constitute Confidential Information.

41.5. Quarterly Reporting. Within 60 days after each calendar year, Tenant shall deliver to Landlord copies of Tenant's annual operating statements for each month in that calendar year. Those operating statements need not be audited; may consist of a condensed summary; and shall include, in summary form, at least substantially the same information that Tenant tracks monthly, including any financial information obtained from Subtenants, such as sales reports. Upon request of Landlord, Tenant shall provide any similar quarterly operating statements that Tenant

prepares for the Premises in the ordinary course, and shall provide such reasonable other information as Landlord requests in connection with a Fee Mortgage closing or Transfer of the Fee Estate. If Tenant's operating statements conform to the then-existing commercially reasonable requirements of a Leasehold Mortgagee, then Landlord shall accept the same format and level of detail as provided to that Leasehold Mortgagee. All deliveries under this paragraph automatically constitute Confidential Information. Any breach of this paragraph constitutes a Tenant-Specific Default. Any Post-Involuntary Transferee or New Tenant shall have no obligations under this paragraph until the first day of the first full calendar year after it acquires the Leasehold Estate or signs a New Lease. Even then, any Default under this paragraph shall be subject to the cure periods in this Lease.

41.6. *Landlord's Costs.* If Tenant asks Landlord to sign and deliver any Application; approval, certificate, confirmation, or consent; Construction Easement; Modification to this Lease or to any Permitted Exception; or other document (except Estoppel Certificates), whether or not this Lease requires it, then Tenant shall reimburse Landlord's Costs to consider, negotiate, review, approve (or disapprove), and otherwise process that request and determine whether Tenant has met any conditions to complying with it.

42. WAIVERS

42.1. *Excluded Damages.* If a party seeks any relief or remedy against the other (whether because of a Default, in enforcing any Indemnity obligation, for misrepresentation or breach of warranty, or otherwise), neither Landlord nor Tenant shall seek, nor shall any court, arbitrator, or other adjudicator award, any Excluded Damages, even if a party acted in a willful, knowing, intentional, or deliberate manner. Any damages awarded to either party shall be limited to actual, direct damages sustained by the aggrieved party, except where the definition of Excluded Damages states otherwise. Neither party shall be liable for any loss of profits (claimed to have been) suffered by the other, but that does not limit Tenant's liability for any holdover Rent.

42.2. *No Waiver by Silence.* Failure of either party to (a) complain of any act, omission, or breach by the Counterparty; (b) insist on strict performance of any covenant, agreement, term, or condition of this Lease; or (c) exercise any right or remedy on a default shall not waive any rights of the noncomplaining party. No waiver by either party at any time, express or implied, of any Default shall waive any other Default. Any failure to respond to a request for approval shall not be deemed to constitute approval of the matter in question, except where this Lease expressly provides for a deemed approval upon meeting certain conditions. Any failure to enforce any payment or performance obligation, regardless of how long that failure continues, shall not waive the obligation.

42.3. *Redemption; Counterclaims.* **TENANT WAIVES ANY RIGHT OF REDEMPTION PROVIDED FOR BY LAW. TENANT WAIVES ANY RIGHT TO INTERPOSE ANY COUNTERCLAIM, UNLESS MANDATORY OR COMPULSORY, IN ANY ACTION BY LANDLORD TO ENFORCE THIS LEASE OR LANDLORD'S RIGHTS AND REMEDIES UNDER THIS LEASE.** The waivers in this paragraph also bind any Person claiming by or through Tenant, including any Leasehold Mortgagee, as to any such rights any such Person would otherwise have.

43. INTERPRETATION, EXECUTION, AND APPLICATION

43.1. *Captions.* The captions of this Lease are for convenience and reference only. They in no way affect this Lease.

43.2. *Counterparts.* This Lease or any Modification of this Lease may be signed in counterparts and by PDF or other electronic signature. Each constitutes an original. All are a single agreement.

43.3. *Drafts.* This Lease shall not bind any party until both parties have signed and exchanged it. Submission of any draft or comments on a draft binds no one. Drafts and comments shall not be considered in interpreting this Lease.

43.4. *Entire Agreement.* This Lease and the documents mentioned in this Lease contain all terms, covenants, and conditions about the Premises or Tenant's use or occupancy of, or any interest of Tenant in, the Premises. The parties have no other understandings or agreements, oral or written, about those matters.

43.5. *Expedited Arbitration (JAMS).* Only where this Lease states that any disagreement or impasse shall be resolved through Expedited Arbitration, the "***Expedited Arbitration***" shall be administered by JAMS Alternative Dispute Resolution Services in the City of New York (with any successor organization, "***JAMS***") under its Streamlined Arbitration Rules & Procedures, effective July 1, 2014, as amended, and the law of the State. JAMS Rule 28 (baseball arbitration) shall apply. If JAMS (or any successor organization) no longer exists, then Landlord, subject to Tenant's reasonable approval, shall reasonably designate an independent third-party replacement.

43.6. *Governing Law.* The internal law of the State, disregarding any law on conflict of laws, governs this Lease and any claims arising under it or from the parties' relationship, whether in contract, in tort, or otherwise.

43.7. *Partial Invalidity.* If anything in this Lease or its application to any party or circumstance is to any extent invalid or unenforceable, that shall not impair the remainder of this Lease, or its application to other persons or circumstances. All remaining provisions of this Lease shall be valid and enforced to the fullest extent Law allows.

43.8. *Principles of Interpretation.* No inference in favor of or against any party shall be drawn because it wrote any part of this Lease. The parties both participated substantially in its negotiation, drafting, and revision, with advice from counsel and others. A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Lease. When this Lease refers to any Exhibit to this Lease, that Exhibit is part of, and incorporated by reference in, this Lease. Every reference to any document, including this Lease, means that document as Modified from time to time (except, at Landlord's option, any Modification that violates this Lease), and includes all exhibits, schedules, and riders. This Lease incorporates each of its exhibits and recitals by reference and makes it part of this Lease. Every reference to a statute includes: (i) its amendments; (ii) any replacement, successor, or other statute on similar subject matter; and (iii) rules, regulations, orders, and decrees issued by authority of that statute.

43.9. *Reasonableness; Approvals.* Wherever this Lease requires a party to not unreasonably withhold its consent (or approval, which is synonymous) or to make any determination in a reasonable manner (any of those, a “**Reasonable Determination**”): (i) it shall not unreasonably delay or condition its Reasonable Determination; (ii) if it determines to withhold a Reasonable Determination, it must upon request promptly explain in reasonable detail the basis for doing so and any changes in the proposal that would result in approval; (iii) if it grants consent (or fails to object) to any matter, that shall not waive its rights to withhold consent to any other matter, similar or dissimilar; (iv) the parties shall resolve through Expedited Arbitration any disagreement on any Reasonable Determination; and (v) if it is determined that a Reasonable Determination was unreasonably withheld, then it shall be deemed issued (which the consenting party shall on request promptly confirm in writing), but the party that withheld it shall have no liability. Landlord’s approval of anything does not mean Landlord determined it complies with Law, proper Construction practices, or any other requirement or standard that might apply under this Lease or otherwise. Tenant shall not rely on any Landlord approval except to mean Tenant no longer needs to obtain it.

44. MISCELLANEOUS

44.1. *Modification.* Any Modification of this Lease must be in writing signed by Landlord and Tenant. Actions, omissions, or other conduct of any Person cannot Modify this Lease. To the extent this Lease so provides, no Modification shall be effective without Mortgagee Consent. If the parties Modify this Lease, then: (i) if Law requires, they shall promptly sign, acknowledge, and record an amendment of the Lease Memo, including any Mortgagee Consent this Lease requires; and (ii) if a Guaranty Period exists, then Tenant shall cause Guarantor to consent in writing to that Modification. Each party shall not withhold its consent to any reasonable modification of this Lease that relates solely to ministerial matters involving Leasehold Mortgagee Protections (or similar rights of Fee Mortgagees) and satisfies the Further Assurances Standard, provided that the requesting party pays for all Legal Costs incurred by the other party in connection with any such modification.

44.2. *Successors and Assigns.* This Lease shall bind and benefit Landlord and Tenant and their successors and assigns. That does not limit or supersede any Transfer restrictions. Any Mortgagee whose Mortgage complies with this Lease is an intended third-party beneficiary of all rights or benefits this Lease gives any Mortgagee. Nothing in this Lease gives any Person (except Landlord, Tenant, and Mortgagees) any right to insist on, or to enforce against any party, any party’s performance or observance of its Lease obligations.

44.3. *Survival.* Lease Termination or Lease Abandonment does not terminate Tenant’s obligation to make any payment, or take any other action, this Lease otherwise requires of Tenant. Each such obligation shall survive. All rights and obligations that by their nature are to be performed after any termination of this Lease shall survive that termination.

44.4. *Unavoidable Delay.* Each party’s obligation to perform or observe any nonmonetary obligation (but not any monetary obligation, including any obligation of Tenant to pay holdover Rent) under this Lease shall be suspended while that performance or observance is prevented or delayed by Unavoidable Delay, subject to any limitations on Unavoidable Delay stated in this Lease. If Tenant intends to claim Unavoidable Delay for any obligation this Lease requires Tenant to fulfill on before the Initial Development Completion Date (including Tenant’s

obligation to achieve the Initial Development Completion Date), it shall Notify Landlord within 30 days after it has actual knowledge of the effect or duration of such delay, which Notice shall describe that Unavoidable Delay in reasonable detail. During any period of Unavoidable Delay, Tenant shall keep Landlord reasonably informed upon reasonable request from Landlord about the Unavoidable Delay and Tenant's efforts to mitigate or eliminate its effects. Tenant shall promptly Notify Landlord when the Unavoidable Delay has ended. Where this Lease states that performance of any obligation is subject to Unavoidable Delay(s) or similar words, that (those) Unavoidable Delay(s) shall extend the time for that performance only by the number of days by which that (those) Unavoidable Delay(s) actually delayed that performance.

44.5. *Vault Space.* Any vaults and other areas now existing or later built extending beyond the building line of the Premises are not part of the Premises. Tenant, and not Landlord, may occupy and use them in the Term, subject to applicable Law and payment of all applicable Real Estate Taxes. No revocation by any Government of any license or permit to maintain and use that vault shall in any way affect this Lease or the Rent. Landlord makes no representation or warranty about any vault or Tenant's right to use or occupy it for any purpose, or any fees or taxes that may be imposed for that use or occupancy.

44.6. *No Merger.* If the Leasehold Estate and the Fee Estate are ever commonly held, they shall remain separate and distinct estates, and not merge, without consent by all Mortgagees.

45. STATE-SPECIFIC PROVISIONS (NEW YORK)

45.1. *Acceptance of Rent.* If Landlord accepts any Rent after the Term, then Landlord shall credit it against damages Tenant owes Landlord. By accepting that payment, Landlord shall not be deemed to have reinstated this Lease or to have agreed to continue or accept Tenant's tenancy or occupancy on any basis whatsoever. This paragraph constitutes "an agreement ... providing otherwise" as referred to in Real Property Law § 232-c.

45.2. *Damage.* The provisions of this Lease on Damage are an express agreement on damage or destruction of the Premises by fire or other casualty. Therefore, Real Property Law § 227, providing for this contingency absent express agreement, shall not apply.

45.3. *Excavation.* Tenant shall comply with any Law on access to the Premises for any excavation on other land. Any such excavation shall not give Tenant any claim against Landlord for damages, Indemnity, or Offset. Tenant may, subject to Law, negotiate the terms for any such access and keep any payment for any such access or excavation.

45.4. *Insurance; Scaffold Law.* Construction Period Insurance and Liability Insurance shall not exclude, restrict, or limit coverage for Employee Claims.

45.5. *Lien Law Trust Fund.* In compliance with Lien Law § 13, Landlord shall receive the consideration for this conveyance and hold the right to receive that consideration as a trust fund to be applied first to pay any cost of improvement to the Premises for which Landlord is responsible. Landlord will apply that consideration first to pay for that cost of improvement before using any part of it for any other purpose.

45.6. *Non-Business Days.* If this Lease requires Tenant to pay any sum on any day that is not a Business Day then, notwithstanding any Law, including General Construction Law § 25,

Tenant shall not be credited for that payment (including for calculating interest, Default Interest, or late charges where relevant) until the date Tenant actually pays it.

45.7. *Right of Redemption.* Tenant, on its own behalf and on behalf of anyone claiming through Tenant, including any Leasehold Mortgagee, waives any right of redemption under Real Property Actions and Proceedings Law § 761.

45.8. *Sidewalks.* For any sidewalk this Lease requires Tenant to maintain or repair, Tenant shall perform Landlord's obligations, and shall Indemnify Landlord against any liability under New York City Administrative Code §§ 7-210 and 7-211. Tenant shall maintain all insurance the cited sections require, naming Landlord as an additional insured.

45.9. *Summary Dispossess.* Nothing in Landlord's rights and remedies under this Lease limits Landlord's right to commence and prosecute a summary dispossess proceeding under RPAPL Article 7 with respect to a holdover by Tenant in the Premises after the Expiration Date.

45.10. *Window Cleaning.* Tenant shall not clean, nor require, permit, or allow anyone else to clean, any window from the outside in violation of Law.

46. DEFINITIONS

This Article defines many capitalized terms used in this Lease. The words "***include***," "***including***," and "***such as***" shall all be construed as if followed by: "without limitation." Each of these terms shall be interpreted as if followed by the words "(or any part of, or interest in, it)" except where the context clearly requires otherwise: Building, Building Equipment, Equity Interest, FF&E, Fee Estate, Land, Leasehold Estate, Premises, and any other similar collective noun. The word "***or***" includes "and" except where this Lease states otherwise. The word "***any***" means "any one (or part) or more or all." When a party "***may***" take an action, it has no obligation to do so. Wherever this Lease refers to any action taken by a party, it shall suffice if some other party takes that same action in compliance with this Lease. That does not limit the Transfer restrictions in this Lease. Ordinary principles of the English language apply in this Lease. For example, a defined term can be: (i) defined in the singular but used in the plural, and vice versa; and (ii) limited, modified, or qualified by a word preceding it, so that, e.g., the 2025 Anniversary Date means the Anniversary Date in 2025 and a Landlord Constituent means a Constituent of Landlord.

"***Access Procedures***" means, for any entry into the Premises, that Landlord or its designee must: (i) give reasonable prior Notice except in case of emergency threatening the health or safety of persons at the Premises; (ii) enter only in regular business hours or at such times as Tenant reasonably requires; (iii) comply with Tenant's reasonable security and safety procedures consistent with Landlord's access rights; (iv) not unreasonably interfere with Tenant or any Subtenant; (v) not violate the rights of any Subtenant; and (vi) be accompanied by a Tenant representative, if Tenant makes one available in a timely manner.

"***Additional Rent***" means all sums this Lease requires Tenant to pay Landlord or a third party, whether or not called Additional Rent, except Base Rent. Additional Rent includes payment of Real Estate Taxes, insurance premiums, Utilities, and any required deposits.

“Affiliate” of a Person means any: (i) other Person that is and later remains Controlling, Controlled by, or under common Control with that Person; (ii) Family Member of that Person; or (iii) in the case of a Family Member of a Person, any other Family Member or any Person that is and later remains Controlled by one or more Family Members. **“Affiliated”** has a corresponding meaning.

“Anniversary Date” means each anniversary of the first day of the first full calendar month that starts on or after the Signing Date.

“Application” means any agreement, application, certificate, document, filing, form, or submission (or its amendment) necessary or appropriate to obtain or maintain any Approval.

“Appraiser” means an MAI appraiser, with an office in Manhattan and at least five years of experience in appraising commercial real estate or vacant land similar to the Land in Manhattan. Any Appraiser must agree in writing to determine Land Value in good faith in accordance with this Lease.

“Approval” means any approval; authorization; certificate, including any TCO or PCO; consent; exemption; license; permit, including alteration, building, demolition, use, and special permit; ruling; tax lot merger, split, or adjustment of lot lines affecting the Land; variance; or waiver, all as Modified from time to time, necessary or appropriate under any Law: (i) to commence, complete, or perform any Construction this Lease allows; (ii) to mitigate Real Estate Taxes; (iii) relating to maintenance, occupancy, operation, or use of, or Utilities for, the Premises in compliance with this Lease; or (iv) otherwise reasonably necessary and appropriate so Tenant can realize the benefits of the Leasehold Estate. No Approval may contemplate any change of use except to some other Permitted Use under this Lease.

“Billboard Agreement” means that certain Sign License Agreement dated as of December 1, 2021 by and between Landlord and Big Outdoor Opco, LLC, as amended by that certain First Amendment of Sign License Agreement dated as of July 11, 2023.

“Builder” means Tenant’s general contractor or construction manager for any Construction.

“Building Equipment” means all fixtures and equipment incorporated in the Premises and used, useful, or necessary to operate the Building itself, as opposed to operating a business in leasable space in the Building. Building Equipment includes all boilers; building management systems; built-in appliances; cabling and wires; communications equipment; compactors; compressors; conduit; control panels; data communications cables, cable cradles, and equipment; distributed antenna system; doors; ducts; electrical panels and wiring; elevators; energy management system; engines; equipment; escalators; fire prevention and suppression equipment; fittings; floor coverings; generators; heating, ventilating, and air conditioning systems; lighting and lighting controls; machinery; mechanical equipment; meters; partitions; pipes; plumbing fixtures and pipes; power feeds; power systems; security and alarm systems; sprinklers and sprinkler systems and controls; tanks; thermostats and other temperature control devices; transformers; transmitters; and voice communications equipment. Building Equipment excludes trade fixtures and personal property owned or leased by Subtenants, by any operating business conducted in the Premises, or by contractors or subcontractors engaged in Construction or maintenance. Building Equipment does not include any parking risers, stackers or other

equipment used for Landlord's parking operations on the Premises, which shall remain the property of Landlord at all times.

"Business Day" means any weekday (other than a Saturday or Sunday) on which State-chartered banks are required to be open to conduct regular banking business with bank personnel. Business Days exclude Rosh Hashanah (both days), Yom Kippur, Succoth (first two days), Shemini Atzeret, Simchat Torah, Passover (first two days and last two days), and Shavuot (both days).

"Clearing House" means The Clearing House Payments Company L.L.C. (<https://www.theclearinghouse.org/>) or its successor.

"Condemnation" means any temporary or permanent taking of (or of the right to use or occupy) any Premises by condemnation, eminent domain, or any similar proceeding, whether by a Government or by some other Person, such as a Utility company, with similar authority. A Condemnation also includes any action by a Government not resulting in an actual Transfer of an interest in (or of the right to use or occupy) any Premises but creating a right to compensation, such as a change in grade of a street. **"Condemn"** has a corresponding meaning.

"Condemnation Award" means any award paid or payable, whether or not in a separate award, to either party or its Mortgagee after the Signing Date because of any Condemnation, including any: (i) award for Building or Land; (ii) award for any Estate subject to Condemnation; (iii) other sum payable because of that Condemnation, including for any prepayment premium; and (iv) interest.

"Condemnation Effective Date" means, for any Condemnation, the first date when the condemning authority has acquired an interest in (or the right to use or occupy) any Condemned Premises.

"Constituent" means, for any Person, any Affiliate, agent, director, employee, Equity Interest owner, manager, member, officer, or principal of that Person, or anyone claiming through that Person. A Person is not a Constituent of itself.

"Construction" means any alteration, construction, demolition, development, excavation, expansion, reconstruction, redevelopment, renovation, repair, Restoration, or other work affecting the Building or the Land (or, where the context requires, other real property), including new construction, whether undertaken by Tenant or anyone claiming through Tenant. Construction includes Preliminary Work.

"Construction Cost" means the actual or estimated cost of any Construction, including so-called hard costs, soft costs, and general conditions, profit, overhead, insurance reimbursement, and all other sums payable for or in connection with that Construction, including any such costs: (i) necessary or appropriate to correct any defects in that Construction; or (ii) payable to architects, engineers, and other service providers related to the Construction.

"Construction Easement" means any declaration, easement, or restriction to physically accommodate any Construction this Lease allows, whether affecting or located on, at, above, or below the Premises or any other real property or both. The term includes easements and other access rights to: (i) attach foundation and building supports and shoring, whether temporary or

permanent; (ii) install underpinning and bracing; (iii) attach protective covering or netting to or over any structure; (iv) erect a scaffold, demolition shed, sidewalk bridge, or other safety measures as required by Law or prudent construction techniques; (v) install or maintain Utilities; (vi) install, swing, and remove a tower, hoist, or crane; or (vii) maintain, repair, inspect, monitor, replace, or remove anything referred to in this paragraph.

“Control” means possessing, directly or indirectly, the power to direct or cause direction of the management, policies, and other material decisions of a Person, whether by ownership of Equity Interests, contract, voting or management rights, or otherwise. The right to consent to or veto specific major decisions does not, by itself, constitute Control and the granting of the right to consent to or veto specific major decisions does not, by itself, divest a Person of Control.

“Copy” of any document means a true, correct, complete, and unredacted copy of that document, with all side letters, amendments, and consents related to that document.

“Counterparty” means: (i) Landlord, for any reference to a Counterparty of Tenant, New Tenant, Leasehold Mortgagee, or a Leasehold Estate Involuntary Transferee; or (ii) Tenant, for any reference to a Counterparty of Landlord, Fee Mortgagee, or a Fee Estate Involuntary Transferee.

“County” means the county where the Premises are located.

“CPI” means the United States Department of Labor, Bureau of Labor Statistics “CPI-All Urban Consumers,” Series ID CUURS12ASA0, CUUSS12ASA0, for All Items in New York-Newark-Jersey City, NY-NJ-PA, All Urban Consumers, not seasonally adjusted, with a Base Period of 1982-84=100. If the CPI ceases to be published, with no successor, then Landlord (with Tenant’s reasonable approval) shall reasonably specify a reasonable substitute index published by an authoritative third party. If the parties fail to promptly resolve the replacement index, then they shall resolve that dispute through Expedited Arbitration.

“Credit Party” means Tenant and, only in a Guaranty Period, Guarantor.

“Damage” means any damage to or destruction of the Building (or Building Equipment or site improvements to the Land) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, insured or uninsured, from any cause, partial or complete. Damage does not, however, include ordinary wear and tear or occurrence of conditions that require routine repair and maintenance.

“Default” means a party’s uncured default or uncured breach, whether monetary or nonmonetary, under this Lease, including any failure to do any of these, when and as this Lease requires: (i) comply with any affirmative or negative covenant or obligation; (ii) maintain a Completion Guaranty from a Satisfactory Guarantor; or (iii) pay or bond Mechanic’s Liens. **“Default”** also includes any: (x) Prohibited Transfer; (y) inaccuracy of any Credit Party’s representation or warranty, subject to any materiality standards or other qualifiers that apply, as of the date made; and (z) occurrence of any event that would, with Notice or passage of time, constitute an Event of Default. A Default does not require Notice. If a party cures its Default before the cure period expires, then it is not a Default and that particular Default no longer exists. Whenever a Tenant Event of Default exists, a Tenant Default also exists.

“Default Interest” means interest at an annual rate equal to the lesser of: (i) the Prime Rate plus 4% per annum; and (ii) the Usury Limit.

“Default Notice” means a party’s Notice of a Default to the Counterparty. If a party cannot legally give that Notice to the Counterparty, then giving it to that Counterparty’s Mortgagees shall suffice for purposes of those Mortgagees. Default Notice includes any predicate notice (under governing Law) for commencement of any Proceeding against Tenant on account of any Default.

“Depository” means: (i) if the maximum Loss Proceeds to be held at any one time do not exceed \$25,000,000, Inflation-Adjusted, then any Institution that meets the Financial Test; or (ii) otherwise, a bank that is a Clearing House owner bank. If neither Tenant nor its Leasehold Mortgagee promptly after request designates a Depository, consistent with this definition, by Notice to Landlord and all Fee Mortgagees when the need arises, then Landlord (or its Fee Mortgagee) shall designate the Depository, consistent with this definition, and Notify Tenant and all Leasehold Mortgagees.

“Development Law” means all Laws on zoning and Construction, including archeological resources, bulk, Development Rights, endangered species, historic preservation, landmarks (including all applicable LPC requirements and restrictions), massing, setbacks, sky exposure, subdivision, use, voids, wetlands, yards, and all other matters those Laws govern, whether on a conditional, mandatory, or prohibitory basis. Development Law also includes the Zoning Resolution and the NYC Construction Codes, including General Administrative Provisions, Building Code, Plumbing Code, Mechanical Code, Fuel Gas Code, and Energy Conservation Code.

“Development Rights” means the rights, as determined under the Zoning Resolution (and any relevant Approvals), appurtenant to a zoning lot (as defined in the Zoning Resolution), to develop that zoning lot by: (i) constructing on it improvements with a ZFA equal to its land area times the base floor area for buildings in the zoning district or districts where the zoning lot is located; (ii) obtaining and using any bonus ZFA available under the Zoning Resolution; and (iii) conducting on that zoning lot such uses, including accessory uses, as the Zoning Resolution permits, subject in all cases to LPC restrictions.

“Disinterested” means, collectively: (i) having no economic interest, direct or indirect, in the Land, the Building, or any property or business owned in whole or in part by Landlord or Tenant or a Constituent of either; (ii) not having been an officer, director, employee, partner, manager, member, shareholder, or other similarly positioned individual of Landlord, Tenant, or such a Constituent at any time within the previous five years; (iii) not having been an agent or adviser of Landlord, Tenant, or such a Constituent in those five years (disregarding any engagement related to this Lease); and (iv) not being related, within six degrees of consanguinity, to anyone listed in clauses (i) through (iii).

“Employee Claims” means claims arising from: (i) injuries to employees of any insured; (ii) New York Labor Law §§ 240 or 241 or related or similar provisions; (iii) any so-called “scaffold law”; (iv) “third-party-over” actions; or (v) gravity-related injuries.

“Equity Interest” in any Person means any direct or indirect equity or ownership interest, including any beneficial interest in a trust, membership interest, partnership interest, stock, or other interest in the nature of an equity or ownership interest, in any Person at any tier of ownership that directly or indirectly owns or holds any equity or ownership interest in a Person.

“Estate” means the Fee Estate or the Leasehold Estate.

“Estoppel Certificate” means a signed statement, addressed to either party or to the counterparty of a proposed transaction, in substantially the form of **Exhibit I**, adjusted as appropriate based on the contemplated transaction and other facts at the time of execution, with other factual confirmations (limited to knowledge where such limitation is ordinary and customary) as reasonably requested, all subject to factual exceptions, described in reasonable detail, that accurately apply at the time. A party requesting an Estoppel Certificate may request that the Estoppel Certificate be addressed only to that party, with a generic reference to its successors, assigns, Mortgagees, or Transferees, without identifying any of them. If reasonably requested, an Estoppel Certificate must also confirm whether a particular counterparty, document, or action would comply with (or satisfy conditions stated in) this Lease. Where this Lease requires a party to have delivered an Estoppel Certificate, it must be dated no earlier than 30 days before the delivery date. Only in a Guaranty Period, any Tenant Estoppel Certificate must be accompanied by a Guarantor Certificate.

“Excluded Damages” means any collateral, consequential, indirect, punitive, special, or speculative damages, except to the extent a third party claims or collects those damages from an Indemnitee because of an Indemnified Risk. Holdover rent does not constitute Excluded Damages.

“Expiration Date” means the day when this Lease expires by its terms or terminates, whether on the Scheduled Expiration Date, by Landlord’s exercise of remedies for an Event of Default, or otherwise. That does not limit the New Lease rights of Leasehold Mortgagees after any Lease Termination.

“Family Member” means: (i) Abbie Gail Gottesman; (ii) Jeremy Moshe Greenberg; (iii) the estate of either individual described in clause (i) or (ii), if deceased; (iv) lineal descendants of the individuals described in clause (i) and (ii) including children (by birth or adoption and stepchildren) in each generation; (v) any spouse or ex-spouse of an individual described earlier in this definition; (vi) any private foundation or other charitable organization; (vii) any trust in which (a) the beneficiaries include, or some of the beneficial interests are held by, Person(s) described in clauses (i) through (vi); or (b) the trustees consist of Persons described in clauses (i) through (vii) or professional trust management companies (collectively, a **“Family Trust”**); or (viii) any Person that is at least 50% owned and Controlled by any Person(s) described in clause (i) through (vi).

“Fee Estate” means Landlord’s fee estate in the Premises, including Landlord’s reversionary interest, interest in the Building, right to receive Rent, and all other rights under this Lease, in all cases subject to this Lease.

“Fee Mortgage” means any Mortgage: (i) that encumbers all or part of the Fee Estate; (ii) that complies with this Lease; and (iii) a recorded or unrecorded copy of which is promptly

delivered to Tenant and each Leasehold Mortgagee. A Fee Mortgage attaches only to the Fee Estate, subject to this Lease.

“Fee Mortgagee” means a Person that holds of record a Fee Mortgage.

“FF&E” means all movable equipment, furnishings, furniture, and other personal property of Tenant or anyone claiming through Tenant, except Building Equipment, that may be removed without material damage to the Premises and without adversely affecting: (i) the structural integrity of the Building; (ii) any Building Equipment; (iii) the present or future operation of Building Equipment or the Premises; or (iv) the present or future provision of any Utility to the Premises. FF&E includes items such as computer systems and peripherals (except building management systems and other systems relating to operation of the Building as opposed to a business occupying space within the Building); conveyor systems; movable cranes, unless operated on a track connected to the structure of the Building; pallets; racking; modular storage; lifting and rigging equipment; factory equipment; furniture, movable equipment; point of sale equipment; radios; restaurant and bar furniture and equipment; telephone and telecommunications devices not permanently installed; and video monitors not permanently installed.

“For-Sale Unit” means any apartment, commercial unit, condominium unit, cooperative unit, or retail unit of any kind, or any other interest in the Premises, that is sold or offered for sale to occupants or investors, or in any arrangement by which a Person may acquire an ownership interest or any other interest greater than an ordinary apartment space lease (or commercial space lease) for actual occupancy. For-Sale Units also include any common interest, condominium, cooperative, divided, fractional, homeowners’ association, shared, tenancy in common, timeshare, or similar ownership structure for the Leasehold Estate.

“Government” means every federal, state, county, or local governmental agency, authority, board, body, bureau, commission, court, department, district, quasigovernmental body, or other entity or instrumentality having or claiming jurisdiction over the Premises or any activity at the Premises, whether legislative, executive, judicial, or administrative.

“Guarantor” means, in any Guaranty Period: (i) until the Initial Development Completion Date, Edward J. Minskoff, an individual, or following his death or disability or the occurrence of an Involuntary Transfer, any replacement Satisfactory Guarantor that has signed and delivered a Completion Guaranty; (ii) after the Initial Development Completion Date, for any subsequent Major Construction, any Satisfactory Guarantor that has signed and delivered a Completion Guaranty; and (iii) any replacement for any such Guarantor as this Lease contemplates.

“Guarantor Certificate” means a certificate, reasonably acceptable to Landlord, directed to any addressees as Landlord reasonably requires, signed by Guarantor, referring to this Lease and the Completion Guaranty (each as Modified in writing to date) confirming, as of the date of the Guarantor Certificate only: (i) the Completion Guaranty and its continued and prospective status and validity; (ii) the fact that it has not been (further) Modified and remains in full force and effect in accordance with its terms; (iii) identity and current Notice addresses of Guarantor, Landlord, and Tenant; (iv) whether Guarantor has received Notice of any assignment of the Completion Guaranty, absolute or collateral, by Landlord, which assignment has not been terminated; (v) all Offsets known to Guarantor; (vi) any facts known to Guarantor and

inconsistent with any simultaneous or identified recent Estoppel Certificate Tenant delivered; (vii) continued accuracy of (or any changes in) Guarantor's representations and warranties in the Completion Guaranty; (viii) continued accuracy of (or any changes in) Guarantor's most recent financial statements (or, instead, a Minskoff Certification so long as Edward J. Minskoff is Guarantor); (ix) if an attornment occurs under any nondisturbance agreement signed by Tenant, then the new (successor) Landlord will also be entitled to the benefit of the Completion Guaranty but not be bound by any amendment or waiver of the Completion Guaranty previously made by Landlord without the requisite mortgagee consent); and (x) other factual matters as Landlord reasonably requires, excluding any change to or "clarification" of Guarantor's obligations under the Completion Guaranty.

"Guarantor Cure" means the taking of one or more of these actions: (i) (x) causing a replacement Guarantor that is (or a group of Persons that are collectively) a Satisfactory Guarantor to execute and deliver to Landlord a Completion Guaranty in the form this Lease then requires and a Guarantor Certificate and/or (y) causing one or more supplemental Guarantors who are, collectively with any then-remaining Guarantors, a Satisfactory Guarantor to execute and deliver to Landlord a Completion Guaranty in the form this Lease then requires and a Guarantor Certificate; (ii) demonstrating to Landlord's reasonable satisfaction that Guarantor remains a Satisfactory Guarantor and the Completion Guaranty remains in full force and effect; or (iii) otherwise curing any Default related to a Guarantor.

"Guaranty Period" means any period when this Lease: (i) requires Tenant to have delivered a Completion Guaranty; and (ii) does not require Landlord to have delivered a Guaranty Release for that Completion Guaranty.

"Guaranty Release" means, for a Completion Guaranty (but not for a new Completion Guaranty or replacement for a Completion Guaranty that is being released or terminated), Landlord's delivery of: (i) that original Completion Guaranty, marked "CANCELLED"; (ii) if Landlord cannot locate the original Completion Guaranty then, instead, Landlord's lost document certificate and indemnity in ordinary and customary form; (iii) a certificate from Landlord confirming that the Completion Guaranty has been paid and performed and all Guarantor's obligations under it have been released; and (iv) any other documentation that Guarantor or Tenant reasonably requests to confirm the Completion Guaranty has been cancelled and released.

"Immaterial Loss" means a Loss that satisfies both of these tests: (i) it does not materially adversely affect Permitted Use of or permanently affect access to the Premises; and (ii) is not reasonably estimated to cost more than an amount equal to six months of Base Rent to Restore. The parties shall resolve through Expedited Arbitration any dispute on whether a Loss constitutes an Immaterial Loss.

"Incentive Program" means (i) any applicable program under the New York Real Property Tax Law for a phased exemption from real property taxes pursuant to the partial tax exemption historically provided under Section 421-a(16) of the New York Real Property Tax Law which, as of the Signing Date, has been replaced with the exemption provided under Section 485-x of the New York Real Property Tax Law, as the same may be amended, modified or replaced only before the Incentives Test Date; and/or (ii) the MIH Program.

“Indemnify” means, where this Lease states that any Indemnitor shall **“Indemnify”** any Person from, against, for, or regarding any matter (the **“Indemnified Risk”**), that, to the fullest extent Law allows, Indemnitor shall indemnify Indemnitee and defend (including payment of Legal Costs, to be advanced monthly as Indemnitee incurs them) and hold Indemnitee harmless from and against all actions instituted by a third party, including any Government; causes of action; claims; costs; damages (except Excluded Damages); enforcement proceedings; expenses; judgments; liability; loss; penalties; proceedings; suits; taxes, including interest, penalties, and additions to tax; other injury, including Legal Costs (and Legal Costs of enforcing the Indemnity), to be advanced monthly as incurred by the Indemnitee; interest; and penalties, all as incurred or suffered in whole or in part: (i) directly or indirectly from the Indemnified Risk, including any Indemnified Risk caused by Indemnitor; or (ii) in enforcing Indemnitor’s Indemnity. For any Indemnity on Environmental Law or Hazardous Substances, Indemnitor shall also pay all reasonable fees and disbursements of environmental advisers, consultants, counsel, inspectors, or remediators that Indemnitee reasonably incurs. **“Indemnity”** and **“Indemnification”** have corresponding meanings. Any Indemnitor’s obligation to Indemnify shall not be limited on account of any limits of insurance coverage.

“Indemnitee” means a Person entitled to Indemnification and its Constituents.

“Indemnitor” means a Person that agrees in this Lease to Indemnify any other Person.

“Inflation-Adjusted” means, for any dollar amount in this Lease to be Inflation-Adjusted, the product of: (i) that dollar amount; times (ii) the greater of: (a) 1.00; and (b) the CPI last published four months before the date when the adjustment becomes effective divided by the CPI last published four months before the Signing Date. Except where this Lease states how often a dollar amount shall be Inflation-Adjusted, each party may require that to occur, for that dollar amount, with Notice to the other party, only up to once every five Lease Years. The parties shall resolve through Expedited Arbitration any disagreement on this definition.

“Initial Development” means Tenant’s first Major Construction for the Permitted Use, consisting of Construction of a Multifamily Rental Building consistent with the Construction Standards, including all Construction this Lease requires Tenant to complete as a condition to the Initial Development Completion Date. Initial Development includes construction of core and shell, performance of all exterior work, installation of sprinkler loops (except branches for commercial space to be rented to nonresidential Subtenants), installation of finished floors and finished ceilings with ductwork (except Tenant may postpone TI Work until required under nonresidential Subleases), installation of perimeter dry walls (except demising walls for commercial space), stubbing of utilities, performance of all interior work (except Tenant may postpone the interior work until required under non-residential Subleases), and for residential units only, installation of air conditioning units, dishwashers, and other appliances customarily installed in residential units or necessary to obtain a PCO for the residential units. Initial Development does not include TI Work for leasable nonresidential space in the Building.

“Initial Development Completion Date” means the Completion Date of Initial Development.

“Insolvency Law” means Title 11 of the United States Code, and any other Law on assignment for benefit of creditors, appointment of an Insolvency Officer, bankruptcy,

composition, insolvency, liquidation, moratorium, regulatory takeover, reorganization, shutdown, or similar matters.

“Insolvency Officer” means any conservator, custodian, debtor-in-possession, liquidator, receiver, sequestrator, trustee, or similar officer or representative appointed or acting for any Person, its Estate, or any substantial part of its property under any Insolvency Law. A property manager or asset manager acting under a management contract with Tenant is not an Insolvency Officer.

“Insolvency Proceeding” means any proceeding or (attempted) appointment of an Insolvency Officer, voluntary or involuntary, under any Insolvency Law.

“Institution” means any one or more of these, but only if it is not: (i) a Prohibited Person when it obtains a direct or indirect interest in the Premises; or (ii) at any time an Affiliate of its Mortgagor:

1. *Regulated Entities.* Person subject to supervision and regulation by the insurance, banking, or financial services department of any of the United States, Board of Governors of the Federal Reserve System, Federal Housing Finance Board, Office of the Comptroller of the Currency, Federal Deposit Insurance Corporation, United States Labor Department, New York State Comptroller, Board of Regents of the University of the State of New York, New York City Comptroller, or a Government agency with similar functions, but in each case only if that Person has total assets, disregarding its direct or indirect interest in the Premises, of at least \$600,000,000 and tangible net worth of at least \$250,000,000, each Inflation-Adjusted (those two requirements, together, the **“Financial Test”**).

2. *Agencies.* Any: (i) federal, state, or municipal agency (or public benefit corporation or public authority) that regularly makes or guarantees mortgage loans, including Fannie Mae, Freddie Mac, any Federal Home Loan Bank, New York State Housing Finance Agency, or any other similar Government or quasigovernmental entity acting under federal or state law; or (ii) Person that has been pre-approved and delegated the authority to underwrite, close, and service loans to be sold to any agency (or corporation or authority) described in clause (i). A Person described in clause (ii) shall, unless it meets the Financial Test, be subject to the same limitations as a single-purpose entity as described below.

3. *Funds.* Hedge, private equity, real estate, debt, sovereign wealth, investment, or venture capital fund, but only if it either: (i) itself meets the Financial Test, without regard to any other Person; or (ii) is managed by a registered investment adviser whose assets under management equal or exceed \$5,000,000,000, Inflation-Adjusted.

4. *Securitization Vehicles.* Trustee (or other holder of assets or collateral) for a securitization of or financing through an “owner trust” of any interest in a Mortgage (excluding the Construction Loan), but only if it: (i) has issued at least one class of securities that at least one rating agency has initially rated at least investment grade; and (ii) has a special servicer identified as an “approved servicer” by one or more rating agencies and required to comply with a specified servicing standard, notwithstanding any other direction or instruction from any Person.

5. *Certain Other Entities.* Any of these, but only if it actively engages in commercial real estate lending (or commercial real estate investment) and meets the Financial Test: (i) employee welfare, pension, endowment, or retirement trust, fund, or system; (ii) publicly held (or public but not listed) real estate investment or mortgage trust or real estate mortgage investment conduit; (iii) fraternal benefit society; (iv) religious, educational, or eleemosynary institution; or (v) Fortune 500 company or its Affiliate.

6. *SPE.* A single-purpose entity that is and remains wholly owned and Controlled only by one or more Institutions listed above. Any Institution that qualifies as such only under this grammatical subparagraph shall not (unless its obligations are joined in by an Institution qualifying under some other grammatical subparagraph of this definition) be deemed an Institution for purposes of: (i) acting as Depository; or (ii) undertaking any obligation to Landlord.

7. *Other.* Any Person that both parties agree, in their sole and absolute discretion, constitutes an Institution.

“Involuntary Transfer” means any Transfer of an Estate through any: (i) judicial or nonjudicial foreclosure (including with respect to a Mezzanine Loan foreclosure); (ii) trustee’s sale; (iii) deed or assignment in lieu of any other form of Involuntary Transfer (including an assignment in lieu of foreclosure with respect to a Mezzanine Loan); (iv) other similar exercise of rights or remedies under a Mortgage or Law, including Insolvency Law, by which a party is involuntarily divested of its Estate; or (v) Transfer by operation of or through any Insolvency Proceeding, including an auction or plan of reorganization in any Insolvency Proceeding, or otherwise by operation of law, in each case (clauses (i) through (v)) whether Transferee is a Mortgagee, a party claiming through a Mortgagee, a Mortgagee’s designee, or a third party. Although a 363 Sale constitutes an Involuntary Transfer, this Lease limits any possible 363 Sale of the Fee Estate.

“Involuntary Transferee” means, if an Involuntary Transfer of an Estate occurs, only the resulting immediate and direct Transferee of that Estate, including the Mortgagee (or Mezzanine Lender) that initiated the Involuntary Transfer, its designee, or a third party. That does not limit any requirement for Involuntary Transferee to comply with the Minimum Transfer Conditions. Any Involuntary Transferee shall have all rights and obligations associated with its Estate, in accordance with this Lease, including the Article on Exculpation. If an Involuntary Transferee Transfers to its Affiliate, then that Affiliate shall also constitute an Involuntary Transferee so long as the Affiliation continues.

“Landlord’s Costs” means all actual and reasonable third-party out-of-pocket costs, including Legal Costs and other professional fees (such as accounting fees), that Landlord reasonably incurs in or as a result of a particular matter, including payment or reimbursement of a Fee Mortgagee’s costs because of that matter.

“Law” means any present or future Approval, authorization, code, decision, decree, directive, injunction, judicial interpretation, law, license, order, ordinance, proclamation, regulation, requirement, resolution, rule, rule of common law, statute, or other mandatory enactment of any Government, including any that affects the Premises (or its energy usage, maintenance, occupancy, operation, taxation, use, zoning, or adjacent streets or sidewalks), this

Lease, Construction, Hazardous Substances, Real Estate Taxes, any real property near the Land, rights and remedies of any party under this Lease, or any Transfer affecting the Premises or this Lease. “**Law**” includes: (i) procedures for any Legal Contest; (ii) requirements of any agreement with any Government on the Premises, including on Hazardous Substances; (iii) Development Laws; (iv) Environmental Laws; and (v) conditions attached to, requirements of, and rights granted by, any Approval. If any requirement applies by its terms to owners of real property without mentioning tenants, it nevertheless constitutes a Law.

“**Lease Abandonment**” means a condition that exists only if a Lease Termination occurs and, only if any Leasehold Mortgage and/or Mezzanine Loan exists: (i) all Leasehold Mortgagee and Mezzanine Lender cure rights expire without cure; (ii) Landlord gives a Lease Termination Notice; (iii) the New Lease Option Period expires; and (iv) no Leasehold Mortgagee or Mezzanine Lender timely gives Landlord a New Lease Request. If a Leasehold Mortgagee or Mezzanine Lender gives a timely New Lease Request, but then does not timely meet the New Lease Conditions, then that Leasehold Mortgagee or Mezzanine Lender shall not be deemed to have given a timely New Lease Request. If no Leasehold Mortgagee or Mezzanine Lender exists, then “**Lease Abandonment**” means any Lease Termination.

“**Lease Assumption**” means a recorded document in ordinary and customary form by which an assignee of either party’s interest in this Lease assumes, for the intended benefit of the Counterparty, all past undischarged, present, and future obligations and liabilities of its Transferor, including those on Restoration, Indemnification, Restoration Funds, and any other funds (and L/C) in which the Counterparty has any interest, subject however to: (i) limitations of liability in this Lease; (ii) Landlord’s waiver of any Tenant-Specific Defaults that predate a Leasehold Estate Involuntary Transfer; and (iii) the limitations on an Involuntary Transferee’s obligations as set forth in Section 29.5.

“**Lease Impairment**” means:

1. *Bankruptcy and Subordination.* Tenant’s: (i) purporting to consent (or failing to diligently object) to a Landlord’s Free and Clear Sale; (ii) purporting to exercise any 365 Termination Option; (iii) subordinating (or agreeing to subordinate) this Lease or the Leasehold Estate to any Fee Mortgage or other encumbrance or exception affecting the Fee Estate; or (iv) rejection of this Lease in any Tenant Insolvency Proceeding.

2. *Land Value Settlement.* Any settlement of any determination of Land Value.

3. *Loss Termination.* Any Mortgageor’s determining or Notifying (or agreeing with) its Counterparty, without consent by all Mortgagees of that Mortgageor, that a Loss has occurred that would or could cause this Lease to terminate, if this Lease allows that possibility.

4. *Merger.* Any merger of the Fee Estate and the Leasehold Estate, even if commonly held.

5. *Modification.* Any Modification of this Lease.

6. *Mortgagee-Related Notices.* Any Notice that: (i) changes the address of any Mortgagee; or (ii) terminates any requirement to send copies of Notices to any Mortgagee.

7. *Permitted Exceptions.* Landlord's Modification of any Permitted Exception senior to this Lease (or Tenant's consenting to such a Modification) except to the extent this Lease allows Landlord to make that Modification without Tenant's consent.

8. *Rights and Remedies.* Either party's delivering any Notice that impairs or may impair, or purports to limit the exercise of, any Mortgagee's rights and remedies under this Lease.

"Lease Termination" has occurred if: (i) this Lease terminates as a result of Landlord's exercise of any rights and remedies (whether under this Lease or under Law) for any Default or otherwise, including if Leasehold Mortgagee failed to timely exercise Leasehold Mortgagee cure rights for a Default that led to termination; (ii) this Lease terminates for any other reason, except a Total Condemnation; (iii) this Lease is rejected (including a deemed rejection by failure to timely assume), disaffirmed, or terminated in an Insolvency Proceeding, except with consent by all Mortgagees; (iv) this Lease terminates as a result of the expiration of a Conditional Limitation Period; or (v) Landlord terminates Tenant's rights of possession under this Lease in accordance with its terms without actually terminating it. Expiration of this Lease at its Scheduled Expiration Date does not constitute a Lease Termination.

"Lease Year" means: (i) the 12 full calendar months starting on or after the Signing Date and continuing through the day before the first Anniversary Date; and (ii) after that, each period through midnight before the next Anniversary Date (or, in the case of the final Lease Year, through midnight after the Scheduled Expiration Date).

"Leased Fee Value" means the fair market value of the Fee Estate, including the fair market value of Landlord's reversionary interest in and to the Land and Building (discounted to present value as this paragraph provides), as of the Condemnation Effective Date, determined, without duplication, based on these assumptions and procedures (the **"Condemnation Value Assumptions"**): (i) as if no Condemnation had occurred; (ii) without adjusting for any expectation of Condemnation or any resulting premature termination of this Lease; (iii) assuming continuation of this Lease for its entire Term; (iv) disregarding any termination or likelihood of termination of this Lease; (v) taking into account the benefits and burdens of this Lease; (vi) discounting to present value at then prevailing capitalization rates for comparable estates all obligations and benefits associated with the Fee Estate, including the Rent and anticipated future Rent adjustments and Landlord's reversionary interest; (vii) independently of, and without regard to, any valuation in a Condemnation; and (viii) through Expedited Arbitration. The Leased Fee Value shall: (a) disregard any diminution in value of the Fee Estate caused by Tenant's violation of this Lease; and (b) take into account all Permitted Exceptions except Fee Mortgages (and any other Permitted Exceptions that would need to be paid from Landlord's share of the Condemnation Award), affecting the Fee Estate, and all other matters affecting the Fee Estate and its valuation subject to this Lease.

"Leasehold Estate" means Tenant's leasehold estate, and Tenant's rights, privileges, and obligations under this Lease, including Tenant's interest in the Building, the Premises, any Subleases, and right to collect Subrent.

"Leasehold Mortgagee" means a Person (except a Prohibited Person) that holds of record a Leasehold Mortgage. Upon an assignment of a Leasehold Mortgage, the assignee shall constitute

a “**Leasehold Mortgagee**” only if it meets the Leasehold Mortgagee Conditions, excluding any condition relating to cure of any Default or Event of Default. So long as a Leasehold Mortgagee is a Tenant Affiliate, that Leasehold Mortgagee shall not be entitled to any Leasehold Mortgagee Protections. So long as a Leasehold Mortgagee is not a Prohibited Person when its Leasehold Mortgage is granted, such Person later becoming a Prohibited Person shall not in and of itself cause the underlying Leasehold Mortgage to violate the Leasehold Mortgagee Conditions.

“**Leasehold Mortgagee Protections**” means the rights (including any rights of Transfer, cure rights, and New Lease rights), benefits, protections, and limitations of liability that this Lease gives any Leasehold Mortgagee, New Tenant, or Leasehold Estate Involuntary Transferee.

“**Legal Costs**” of a Person means all actual, reasonable, out-of-pocket costs that the Person incurs in any Proceeding, Insolvency Proceeding, or other matter for which that Person is entitled to be reimbursed for (or is entitled to payment of) its Legal Costs, including reasonable attorneys’ fees, court costs, and expenses.

“**Lending Freeze**” means, with respect to the Initial Development, the inability to secure a Construction Loan at reasonable rates and upon reasonable terms due to generally prevailing conditions in the financial markets that result in the general unavailability on commercially reasonable terms of financings for projects similar to Initial Development.

“**Lien Law**” means the New York Lien Law.

“**Liquid Assets**” means lien-free and unencumbered cash balances located in the United States and maintained in the conventional forms of demand deposits, money market account deposits, monies held in cash reserves not subject to any lien or security interest, other cash equivalents reasonably acceptable to Landlord, readily marketable stock and other securities.

“**Loss**” means any Damage or Condemnation.

“**Loss Proceeds**” means Condemnation Award or Property Insurance Proceeds.

“**Loss Proceeds Determination**” means negotiation and adjustment of Loss Proceeds and any related Proceeding.

“**Major Construction Period**” means, for any Major Construction, a period that begins: (i) on the Signing Date, in the case of Initial Development; or (ii) when Tenant has met the Major Construction Conditions and started any on-site physical Construction, for any other Major Construction. It ends on the Completion Date for the Major Construction.

“**Major Subcontracts**” means subcontracts (or trade contracts) for these elements of any Major Construction: excavation, foundation, concrete, masonry, carpentry, drywall, plumbing, electrical, heating/ventilation/air-conditioning, steel fabrication, steel assembly, and structural steel installation, in each instance the cost of which exceeds \$3,000,000, Inflation-Adjusted.

“**Mechanic’s Lien**” means a mechanic’s, vendor’s, laborer’s, or material supplier’s statutory or similar lien arising from work, labor, professional, or other services, equipment, or materials supplied, or claimed to have been supplied, to Tenant, Builder, any Subtenant, or anyone claiming through any of them.

“Mechanic’s Lien Claimant” means any contractor, subcontractor, architect, engineer, surveyor, laborer, equipment or material supplier, or other Person that, if not paid, would or might have the right to file (or has filed) a Mechanic’s Lien against any Estate.

“MIH Program” means, collectively, Sections 23-90 and 23-154 of the Zoning Resolution, as the same may be amended, modified or replaced only before the Incentives Test Date.

“Minimum Financial Criteria” means (A) a Net Worth of at least \$200,000,000 and (B) Liquid Assets having a market value at least equal to \$15,000,000. Notwithstanding the foregoing, if and to the extent the estate of Edward J. Minskoff is a replacement Guarantor under this Lease, the Minimum Financial Criteria for the estate shall be: (A) a Net Worth of at least \$300,000,000; and (B) Liquid Assets having a market value at least equal to \$22,500,000. Every dollar figure in this paragraph shall be Inflation-Adjusted only after this Lease requires Landlord to deliver a Guaranty Release after the Initial Development Completion Date.

“Minor Equity Transfer” means a Transfer (except an Involuntary Transfer) of Equity Interests, provided that such Transfer does not directly or indirectly result in: (a) a change of Control of Tenant; (b) a Transfer of a direct or indirect Equity Interest in Tenant that exceeds 25%; (c) a known Prohibited Person’s acquiring any Equity Interest; or (d) when consolidated with all other Minor Equity Transfers that occurred within the preceding 24 months, a Transfer of more than a 25% direct or indirect Equity Interest in Tenant to the same Transferee and/or to other Persons Controlling, Controlled by or under common Control with the subject Transferee. In addition to the foregoing, one or more Transfers by a Person to (i) any family member(s) of such Person (including, any spouse, child, sibling, parent, grandparent, grandchild, uncle, aunt, niece or nephew) and/or (ii) an estate, trust or other bona fide estate planning vehicle for the benefit of any such family member(s) in clause (i) which in any case aggregate in excess of 25% of the direct or indirect Equity Interest in Tenant shall also constitute Minor Equity Transfers provided that such Transfers do not directly or indirectly result in: (x) a change of Control of Tenant; or (y) a known Prohibited Person’s acquiring any Equity Interest.

“Modification” means any voluntary, consensual, or agreed abandonment, amendment, cancellation, discharge, extension, modification, rejection, renewal, replacement, restatement, substitution, supplement, surrender, termination (including exercise of a right to terminate because of Loss), or waiver of a specified agreement or document or of any of its terms or provisions; or acceptance of any cancellation, rejection, surrender, or termination of that agreement or document, or those terms. A Modification of this Lease does not include: (i) a Lease Termination because of an Event of Default; (ii) termination of this Lease automatically by its terms upon Loss without concurrence or other action by Landlord or Tenant; (iii) an extension or renewal of this Lease made unilaterally in accordance with its terms; or (iv) a party’s exercise of a unilateral right to amend or terminate this Lease.

“Modify” means from time to time agree to, allow, cause, join in, make, or permit a Modification.

“Monetary Default” means a party’s failure to pay or deposit money, including failure to pay or bond Mechanic’s Liens (or make any Indemnity payments), when and as this Lease requires.

“Mortgage” means any recorded mortgage, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) lien, or any security instrument or agreement intended to grant real property (including leasehold) security for any obligation (including a purchase-money mortgage) encumbering an Estate, as entered into, Modified, increased, decreased, assigned (wholly, partially, or collaterally) of record (except to a Prohibited Person) from time to time, until paid, satisfied, and discharged of record. A Mortgage includes any related real property security documents, such as an assignment of leases or a collateral assignment of rights under a recorded declaration or easement. Only so long as multiple recorded mortgages are consolidated as a single lien or held of record by the same Mortgagee, they constitute a single Mortgage. A Mortgage may consist of a Fee Mortgage or a Leasehold Mortgage. Each must satisfy all requirements of this Lease that apply. **“Mortgages”** means Fee Mortgages and Leasehold Mortgages. A Mechanic’s Lien or other involuntarily created lien is not a Mortgage.

“Mortgagee” means the record holder of a Mortgage (or beneficiary of record of a deed of trust or the equivalent under any other real property security instrument) and its successors and assigns of record. A Mortgagee may consist of a Fee Mortgagee or a Leasehold Mortgagee, each subject to the requirements of this Lease. **“All Mortgagees”** means all Fee Mortgagees and all Leasehold Mortgagees.

“Mortgagee Consent” means written consent by all Mortgagees, Fee and Leasehold. Where this Lease refers to Leasehold Mortgagee Consent, however, that means only written consent by all Leasehold Mortgagees. Where this Lease refers to consent by Fee Mortgagee(s), however, that means only written consent by all Fee Mortgagees. Nothing in this Lease requires either party to obtain (or confirm its Counterparty obtained) any consent from any Mortgagee except where this Lease expressly requires it. If no Mortgagee of a particular type (Fee or Leasehold) exists, then all references to Mortgagee Consent by that particular type of Mortgagee shall be disregarded.

“Mortgagor” means: (i) Landlord, in the case of a Fee Mortgage; and (ii) Tenant, in the case of a Leasehold Mortgage.

“Multifamily Rental Building” means the Building, but only if at least 80% of the Building’s gross square footage consists of residential apartment units occupied (or intended for occupancy) by residential Subtenants, with up to 20% of the Building’s gross square footage consisting of commercial, retail, or community facility use as Law allows. A Multifamily Rental Building may, at Tenant’s option, include Affordable Units as necessary to qualify for Incentive Programs, provided that the number of all such Affordable Units shall not exceed the greater of (x) 30% of the number of all residential apartment units in the Building and (y) the minimum percentage of residential apartment units in the Building required under the Incentive Programs.

“Net Worth” of Guarantor means: (a) the fair market value of Guarantor’s total assets located in the United States (excluding the value of Guarantor’s direct or indirect interest in Tenant); minus (b) the aggregate amount of Guarantor’s liabilities, including a reasonable estimate of likely contingent liabilities.

“New Tenant” means Leasehold Mortgagee or its designee or nominee, except any Person that is a Prohibited Person on the New Lease Execution Date.

“Nonmonetary Default” means a party’s Default, except a Monetary Default.

“Notice” means any consent, demand, designation, election, notice, or request relating to this Lease, including a Notice of Default. Ordinary bills or requests for payment, not claiming a Default, do not constitute Notices.

“Notify” means give a Notice.

“Offset” means any abatement, claim, counterclaim, deduction, defense, diminution, offset, recoupment, reduction, setoff, or suspension of any kind whatsoever.

“Partial Condemnation” means any Condemnation except a Total Condemnation or a Temporary Condemnation.

“PCO” means, for any Construction, permanent certificates of occupancy for all that Construction, except any TI Work that no nonresidential Sublease yet requires Tenant to have completed.

“Permitted Exceptions” means only:

1. Any Fee Mortgage, but only if Tenant can (assuming payment of title insurance premiums at regular rates) obtain a leasehold policy of title insurance affirmatively insuring it is subordinate to this Lease.
2. All recorded or filed matters affecting the Fee Estate or the Premises at the Signing Date.
3. Any state of facts an accurate survey or accurate and complete physical inspection would show.
4. This Lease and the Lease Memo.
5. Rights of Utility providers to maintain and operate lines, cables, poles, transformers, vaults, and distribution boxes in, over, and on the Premises.
6. Projections or encroachments of areas, casings, cellar doors, coal chutes, copings, cornices, fences; fire escapes, foundations, hedges, keystones, ladders, ledges, lintels, porticos, retaining walls, sidewalk elevators, sills, standpipes, steps, stoops, trim, water tables, windows, and the like; similar projections or objects on, under, or above any adjoining buildings or streets or avenues or those belonging to adjoining premises that encroach on the Premises or within any setback area, and variations between the lines of record title and fences, hedges, retaining walls, and the like.
7. Variations between tax diagram or map and record description.
8. All Laws and all notes, notices, or claims of any violation of Law whether or not noted in or issued by any Government (including any related interest, judgments, liens and penalties), affecting the Premises.

9. The lien for Real Estate Taxes, water charges, and sewer rents not yet due and payable, Prorated for periods on and after the Commencement Date.

10. Consents by any former owner of the Premises for erection of any structure on, under, or above any street or streets on which the Premises may abut.

11. Revocability or lack of right to maintain vaults, coal chutes, excavations, or subsurface equipment beyond the line of the Premises.

12. All recorded or filed matters disclosed in First American Title Insurance Company's report/commitment/policy no. TA-10356-NY, dated March 24, 2025, to the extent those matters are valid, still in effect, and affect the Premises.

13. All Leasehold Mortgages, Subleases, Construction Easements, and other recordable documents and title exceptions this Lease allows (or requires) to be executed or delivered on or after the Signing Date, but that does not limit Tenant's obligations at the Expiration Date.

14. Terms and Conditions of unrecorded Access Agreement dated March 17, 2025 by and among Edison NY Parking, LLC, Robert Rauschenberg Foundation, and Jerrick Associates, Inc.

15. Terms and conditions of unrecorded Access Agreement by and among 375 Lafayette Street Properties, LLC, Edison NY Parking, LLC, 28 East 4th Street Housing Corp., and JEPOL Construction.

16. Only for purposes of Landlord's obligations, all other matters caused by Tenant's act, omission, or Default.

The existence of a Permitted Exception shall not limit Tenant's rights against third parties with respect thereto.

"Person" means any association, corporation, Government, individual, joint-stock company, limited liability company, partnership, trust (including trustee and beneficiary), trust company, unincorporated organization, or other entity of any kind. This does not limit any Transfer restriction.

"Plans and Specifications" means plans and specifications then in existence for any Major Construction, at least sufficient to obtain a building permit (and, if available, stamped as approved by the appropriate Government) taking into account the stage of Major Construction, prepared by a licensed architect or engineer, submitted in machine-readable format as then customary, consisting of architectural plans and, to the extent relevant to the Major Construction, plans and specifications for: basic structural system; elevations and sections indicating principal areas, core design, and location; façade and its placement and orientation; general type of plumbing system; gross and rentable square foot analysis; location, number, and capacity of elevators; minimum estimated electrical capacity and distribution system; and principal types of HVAC systems. Tenant may Modify Plans and Specifications, but they must always comply with this Lease, including the Construction Standards. To the extent Tenant has received plans

and specifications stamped “approved” for any Approval, the Plans and Specifications means those stamped plans and specifications, provided they otherwise comply with this Lease.

“Preliminary Work” means demolition of improvements that exist on the Signing Date, excavation, footings, foundations, and site preparation work. Preliminary Work excludes any Construction above grade.

“Prime Rate” means the lesser of: (i) the Usury Limit; and (ii) the prime rate or equivalent base or reference rate for corporate loans that, as Landlord elects from time to time, by Notice to Tenant, is from time to time: (a) published in The Wall Street Journal; (b) announced by any large United States money center commercial bank Landlord designates; or (c) if that rate is no longer so published or announced, then a reasonably equivalent rate published by an authoritative third party that Landlord reasonably designates.

“Proceeding” means any legal or other dispute resolution or valuation proceeding or procedure of any kind between Landlord and Tenant (or with any insurer, condemnor, or Guarantor) relating to this Lease or the Premises or any matter related to either, including any: (i) litigation, trial and appellate at all levels; (ii) action by Landlord to enforce any rights and remedies under, or to terminate, this Lease; (iii) proceeding to determine Rent or any part of it or to recover, determine, or apply Loss Proceeds; (iv) Insolvency Proceeding affecting Landlord or Tenant; (v) appraisal, arbitration (including Expedited Arbitration), or mediation process or proceeding; (vi) either party’s claim against the other arising from this Lease, the Premises, or their landlord-tenant relationship; (vii) action to enforce, interpret, or reform this Lease or to seek declaratory, equitable, or injunctive relief regarding this Lease; (viii) action to regain or attempt to regain possession of the Premises, collect Rent, evict or eject Tenant, or terminate this Lease; (ix) dispute on Tenant’s use or occupancy of the Premises or payment of use and occupancy charges; or (x) claim of injury, death, or damage or any tortious conduct arising between Landlord and Tenant.

“Prohibited Exception” means any: (i) Mechanic’s Lien, unless Tenant is contesting or otherwise acting against it as (and within the periods) this Lease allows; or (ii) other voluntary or involuntary lien, such as a judgment lien, or other title exception, this Lease does not expressly permit or require, caused by or resulting from acts or omissions of Tenant, any Subtenant, any Tenant Constituent, any Subtenant Constituent, or anyone claiming through or acting for any of them, unless in the case of an involuntary lien Tenant is diligently and timely exercising its Right of Contest. Prohibited Exceptions do not include any: (a) lien arising from acts or omissions of Landlord or a Landlord Constituent; or (b) Construction Easement (or other document) this Lease requires Landlord to sign consistent with this Lease. On and after the Expiration Date, these matters also constitute Prohibited Exceptions: (1) Subleases except Surviving Subleases; and (2) Leasehold Mortgages.

“Prohibited Person” means any Person that, when it acquires its direct or indirect interest in the Premises or in any Equity Interest of Tenant: (i) is named on the current list of “Specially Designated Nationals and Blocked Persons” published by the United States Treasury Department, Office of Foreign Asset Control or any equivalent register; (ii) is otherwise a Person with whom United States citizens may not legally do business; (iii) is or was a Constituent or Equity Interest holder of, or is Controlled by, any Person previously listed in this paragraph; or (iv) is subject to an Insolvency Proceeding. Only in the case of a Person that undertakes any

direct obligation or agreement with Landlord, “**Prohibited Person**” also includes any Person that: (a) is entitled to immunity (including any diplomatic, governmental, intergovernmental organization, sovereign, world governmental body, or other immunity), unless it has irrevocably waived that immunity in a manner reasonably satisfactory to Landlord; or (b) is not subject to service of process or jurisdiction in the State, unless it irrevocably consented to that service of process and jurisdiction in a manner reasonably satisfactory to Landlord. Any holder of an Equity Interest in a publicly traded Person (and anyone who holds an Equity Interest, with no Control rights, in a bona fide investment fund), and no other direct or indirect interest in the Premises, shall be disregarded for purposes of this definition.

“**Property Insurance Proceeds**” means net proceeds (after the parties’ and their Mortgagees’ reasonable costs of adjustment and collection) of Property Insurance, when received by Landlord, Tenant, Depository, or a Mortgagee, except proceeds of Tenant’s business interruption insurance beyond Rent.

“**Prorate**” means, for any dollar amount payable for a period only part of which falls within the Term, allocate that dollar amount in proportion to the ratio between: (i) the number of days of that period that fall within the Term; and (ii) the total number of days of that period, whether or not within the Term.

“**Punchlist Work**” means Construction, of an insubstantial nature, whose noncompletion will not delay issuance of any TCO; materially interfere with use of the Premises for the Permitted Use; or materially impair the value of the Premises.

“**Related Person**” of any Person means any: (i) Constituent, invitee, licensee, or Mortgagee of that Person; or (ii) any Affiliate of that Person if, in the definition of Affiliate, the reference to Control were replaced by a reference to holding an Equity Interest of greater than 10%.

“**Rent**” means Base Rent and Additional Rent.

“**Rent Regulation**” means any Law (or agreement with any Government) that provides for or requires below-market rent, continued occupancy by any tenant after contractual lease expiration, rent arbitration, rent control, rent stabilization, hotel rent stabilization, “good cause” or “just cause” or other similar restrictions on eviction triggered by rent increases above a certain level, limits on rent or on increases in rent, rights to renewal leases, or any other similar rights of any tenant or other occupant except those voluntarily negotiated on a free market and arm’s length basis without oversight or interference by any Government. In this definition, “rent” includes Subrent, “lease” includes Sublease, and “tenant” includes Subtenant.

“**Restoration**” means, after occurrence of Damage, the alteration, clearing, rebuilding, reconstruction, repair, replacement, restoration, and safeguarding of the damaged or remaining Building, regardless of cost or amount of Loss Proceeds, all sufficient to restore the Building to a condition substantially consistent with its condition before the Loss, subject to any: (i) Construction (or change of use) by Tenant in conformity with this Lease; and (ii) changes in Law. For Condemnation, Restoration has the same meaning to the extent reasonably practicable, taking into account the Condemnation.

“**Restoration Funds**” means any Loss Proceeds (and deposits by Tenant) to be applied to Restore.

“Restore” means accomplish a Restoration.

“Restriction Period” means any period when Landlord has given Tenant Notice of a Monetary Default or a material Nonmonetary Default, and Tenant has not cured it.

“Satisfactory Guarantor” means (w) Edward J. Minskoff, so long as the Minskoff Certification most recently required to be delivered complies with the definition of Minskoff Certification; (x) in the event of the death or incapacity of Edward J. Minskoff, the estate of Edward J. Minskoff, provided that it (i) satisfies the Minimum Financial Criteria applicable to the estate; and (ii) has duly authorized, executed, and delivered a Completion Guaranty, as evidenced by an opinion of counsel reasonably satisfactory to Landlord; and (y) an entity formed under the law of a state of the United States or the District of Columbia that, based on its most current Guarantor Financials delivered to Landlord, and disregarding any interest it holds (including indirectly) in Tenant, the Leasehold Estate, or the Premises: (i) satisfies the Minimum Financial Criteria; (ii) is not Tenant or a Prohibited Person; and (iii) has duly authorized, executed, and delivered a Completion Guaranty, as evidenced by an opinion of counsel reasonably satisfactory to Landlord.

“Senior,” when referring to more than one Mortgage, means the Mortgage that is most senior in lien of the same type (Fee or Leasehold). Where **“Senior”** is used as a comparative term as against any specified Mortgage, that term refers to any Mortgage of the same type (Fee or Leasehold) that is senior in lien to that specified Mortgage. If only one Mortgage of a particular type exists, then it is automatically the Senior Mortgage of that type. If multiple Mortgagees do not agree on priorities, a written determination of priority issued by a State-licensed title insurance company shall govern.

“Similar Properties” means similar buildings in the neighborhood in which the Building is situated used for the then-current Permitted Use which the Building is operating.

“State” means the state of the United States where the Premises are located.

“Sublease” means, for the Premises, any: (i) sublease; or (ii) agreement or arrangement directly or indirectly derived from the Leasehold Estate (including an occupancy agreement or any license) allowing any Person to occupy, use, or possess all or part of the Premises.

“Subrent” means all payments that Subleases require Subtenants to make.

“Subtenant” means any Person entitled to occupy, use, or possess any Premises under a Sublease.

“TCO” means, for the Building or any Construction, a temporary certificate of occupancy.

“Temporary Condemnation” means a Condemnation of the right to use or occupy any Premises.

“Tenant-Specific Default” means any Tenant Default that Leasehold Mortgagee, Leasehold Estate Involuntary Transferee, or New Tenant cannot reasonably cure even with possession of the Premises, or that arises from or relates to: (i) any Prohibited Exception attaching only to the Leasehold Estate and not attaching or potentially attaching to the Fee Estate, even upon Lease

Termination; (ii) the financial or organizational status of Tenant or any Equity Interest owner, delivery of information on that status, or delivery of any other information or documentation in Tenant's control; (iii) a Prohibited Transfer or breach of confidentiality; or (iv) an Insolvency Event of Default.

"Tenant's Architect" means such licensed and qualified architect as Tenant designates from time to time.

"TI Work" means interior finish work for actual or prospective nonresidential Subtenants to be performed by Tenant.

"Total Condemnation" means any Condemnation that: (i) takes the entire Premises; or (ii) renders the remaining Premises not reasonably capable of being used for its intended purpose. Any agreement or confirmation by Tenant that a Total Condemnation has occurred under clause (ii) shall not be effective without Leasehold Mortgagee Consent. Any dispute on whether a Total Condemnation has occurred shall be resolved by Expedited Arbitration.

"Transfer" of any property means any of these, whether by operation of law or otherwise, whether voluntary or involuntary, and whether direct or indirect: assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or part of that property, or of any legal, beneficial, or equitable interest or estate in that property or any part of it (including the grant of any easement, lien, or other encumbrance, except as this Lease allows or requires), whether by operation of law or otherwise, whether voluntary or involuntary, and whether direct or indirect. Transfer of any property does not include a Sublease (or any transaction affecting Equity Interests in the owner) of that property.

"Transfer Taxes" means New York City and State transfer taxes, with interest and penalties.

"Transferor" and **"Transferee"** mean the Persons making and receiving a Transfer.

"Unavoidable Delay" means delay in performing any nonmonetary obligation under this Lease arising from or because of any cause whatsoever beyond the obligor's reasonable control, notwithstanding that obligor's reasonable diligent efforts after that cause has arisen. Unavoidable Delay includes delays caused by: (i) fire, explosion, earthquake, acts of God, or force majeure; (ii) strikes, lockouts, union activities, or other labor troubles; in each case of a City-wide nature and not specific to Tenant or the Premises; (iii) general unavailability of labor, utilities, or materials; (iv) preemption or delay by any Government; (v) litigation, unless caused by the obligor; (vi) Loss; (vii) materially adverse weather conditions greater than ordinary weather variations; (viii) any public disaster (or equivalent condition) declared by any Government, such as an epidemic or pandemic, affecting the Premises, including any resulting quarantine, travel restriction, or restriction or prohibition on occupancy, Construction, or other activities; (ix) war, insurrection, riot, and civil unrest; (x) acts or threats of terrorism; (xi) unavailability of goods and materials due to tariffs; (xii) a Lending Freeze; and (xiii) unforeseen soil conditions, including buried artifacts and previously unknown Hazardous Substances. Unavoidable Delay does not apply to any monetary obligation or extend the time to make (or reduce the amount of) any payment or extend any Base Rent Abatement. Unavoidable Delay excludes any delay caused by an obligor's financial condition, lack of funds, impairment of revenue, illiquidity, or insolvency. This definition does not supersede any limitations or qualifications affecting Unavoidable Delay

in this Lease. Unavoidable Delay as a result of a Lending Freeze under clause (xii) above shall not exceed six months in the aggregate.

“**Usury Limit**” means the highest rate of interest Law allows under the circumstances. If no such highest rate exists, then Usury Limit means 24% per annum.

“**Utilities**” means all air conditioning, broadband, cable television, electricity, fuel, garbage disposal, gas, heat, light, power, sewage, steam, telephone, water, and other utility services for the Premises, to the extent available or provided to the Premises.

“**Wrongful Act**” means gross negligence, Default, or intentionally wrongful actions.

“**ZFA**” means floor area as defined in Zoning Resolution § 12-10.

“**Zoning Resolution**” means the City Zoning Resolution, effective December 15, 1961, as amended from time to time.

No further text on this page.

[SIGNATURE PAGE FOR GROUND LEASE BETWEEN 375 LAFAYETTE STREET PROPERTIES, L.P. AND SP GREAT JONES, LLC, AS LANDLORD, AND 375 LAFAYETTE GROUND LESSEE LLC, AS TENANT]

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the Commencement Date.

LANDLORD:

375 LAFAYETTE STREET PROPERTIES, L.P., a Delaware limited partnership

By: **EDISON PARKING CORPORATION**, a New Jersey corporation, its General Partner

By: _____
Name: Jon Dario
Title: Executive Vice President

SP GREAT JONES LLC, a New York limited liability company

By: **EDISON PARKING CORPORATION**, a New Jersey corporation, its Manager

By: _____
Name: Jon Dario
Title: Executive Vice President

TENANT:

375 LAFAYETTE GROUND LESSEE LLC, a Delaware limited liability company

By: _____
Name: Edward J. Minskoff
Title: Authorized Signatory

[SIGNATURE PAGE FOR GROUND LEASE BETWEEN 375 LAFAYETTE STREET PROPERTIES, L.P. AND SP GREAT JONES, LLC, AS LANDLORD, AND 375 LAFAYETTE GROUND LESSEE LLC, AS TENANT]

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375 LAFAYETTE STREET PROPERTIES, L.P., a Delaware limited partnership

By: **EDISON PARKING CORPORATION**, a New Jersey corporation, its General Partner

By: _____

Name: Jon Dario

Title: Executive Vice President

SP GREAT JONES LLC, a New York limited liability company

By: **EDISON PARKING CORPORATION**, a New Jersey corporation, its Manager

By: _____

Name: Jon Dario

Title: Executive Vice President

TENANT:

375 LAFAYETTE GROUND LESSEE LLC, a Delaware limited liability company

By: _____

Name: Edward J. Minskoff

Title: Authorized Signatory

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EXHIBIT A

DESCRIPTION OF LAND

PARCEL A (LOT 17):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Lafayette Street with the northerly side of Great Jones Street; and

RUNNING THENCE northerly along the said easterly side of Lafayette Street, 77 feet 6 inches;

THENCE easterly parallel with the northerly side of Great Jones Street, 120 feet;

THENCE southerly parallel with Lafayette Street, 77 feet 6 inches to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street, 120 feet to the point or place of BEGINNING.

PARCEL B (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street distant 145 feet 4 inches easterly from the northeasterly corner of Great Jones Street and Lafayette Place;

THENCE northerly parallel with Lafayette Place 90 feet;

THENCE easterly parallel with Great Jones Street 22 feet;

THENCE southerly parallel with Lafayette Place and part of the way through a party wall 90 feet to the northerly side of Great Jones Street; and

THENCE westerly along the northerly side of Great Jones Street 22 feet to the point or place of BEGINNING.

PARCEL C (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street distant 167 feet 4 inches easterly from the easterly side of Lafayette Place;

RUNNING THENCE northerly parallel with the easterly side of Lafayette Place and part of the way through a party wall 90 feet;

THENCE easterly parallel with Great Jones Street 3 feet 4 inches;

THENCE northerly parallel with the easterly side of Lafayette Place 10 feet;

THENCE easterly parallel with Great Jones Street 16 feet 8 inches;

THENCE southerly parallel with the easterly side of Lafayette Place and part of the way through a party wall 100 feet to the northerly side of Great Jones Street; and

THENCE westerly along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL D (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street, distance 187 feet 4 inches easterly from the northeasterly corner of Lafayette Place and Great Jones Street;

RUNNING THENCE northerly through a party wall and parallel with Lafayette Place 100 feet;

THENCE easterly parallel with Great Jones Street 20 feet;

THENCE southerly and through a party wall and parallel with Lafayette Place 100 feet to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL E (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street at the center of a party wall between Nos. 36 and 38 Great Jones Street such point being distant 207 feet 1-1/2 inches more or less easterly from the corner formed by the intersection of the northerly side of Great Jones Street and the easterly side Of Lafayette Place;

RUNNING THENCE easterly along the northerly side of Great Jones Street 19 feet 11-1/4 inches more or less to the westerly side of land of John M. Knox, known as #40 Great Jones Street;

THENCE northerly along the westerly side of land of John M. Knox and the westerly side of land adjoining said Knox on the North 100 feet 3 inches more or less;

THENCE westerly 19 feet 5 inches more or less to a line formed by protracting a line from the point of beginning northerly through the center of said party wall;

THENCE southerly along the last mentioned line and through the center of said party wall between the premises herein and the premises adjoining on the West known as 36 Great Jones Street 100 feet 3 inches more or less to the point or place of BEGINNING.

LOT 56

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street, distant 119 feet 5 inches easterly from the northeast corner of Lafayette Place (now street) and Great Jones Street;

RUNNING THENCE northerly and parallel with Lafayette Street, 100 feet;

THENCE easterly and parallel with Great Jones Street, 25 feet 8 inches;

THENCE southerly and parallel with Lafayette Street, 100 feet to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street, 25 feet 8 inches to the point or place of BEGINNING.

FOR CONVEYANCING ONLY, IF INTENDED TO BE CONVEYED: TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF, IN AND TO ANY STREETS, ROADS, OR AVENUES ABUTTING THE ABOVE DESCRIBED PREMISES, TO THE CENTER LINE THEREOF.

EXHIBIT B

IREVOCABLE STANDBY LETTER OF CREDIT

(See attached)

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE:

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER:

APPLICANT

EDWARD J. MINSKOFF C/O EDWARD J.
MINSKOFF EQUITIES, INC.
1325 AVENUE OF THE AMERICAS 23RD FL
NEW YORK, NY 10019

BENEFICIARY

375 LAFAYETTE STREET PROPERTIES,
L.P. C/O EDISON PROPERTIES
110 EDISON PLACE SUITE 300
NEWARK, NJ 07102

ISSUING BANK

BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT

NOT EXCEEDING USD 10,403,000.00
NOT EXCEEDING TEN MILLION FOUR HUNDRED THREE THOUSAND AND 00/100'S US
DOLLARS

EXPIRATION

JUNE 1, 2026 AT OUR COUNTERS

LADIES/GENTLEMEN:

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO.
XXXXXXXXX IN YOUR FAVOR, AS BENEFICIARY, FOR THE ACCOUNT OF THE
APPLICANT, FOR UP TO AN AGGREGATE AMOUNT OF USD 10,403,000.00.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU AGAINST
PRESENTATION OF YOUR SIGHT DRAFT(S) DRAWN ON US MARKED "DRAWN UNDER
BANK OF AMERICA, N.A., IRREVOCABLE STANDBY LETTER OF CREDIT NO.
XXXXXXXXX DATED APRIL XX, 2025," ACCOMPANIED BY:

THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENT(S), IF ANY.

NO OTHER DRAWING DOCUMENTATION IS REQUIRED

PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS ARE PERMITTED. AFTER ANY
PARTIAL DRAWING, WE SHALL PROMPTLY RETURN THE ORIGINAL LETTER OF
CREDIT TO YOU, IF YOU PRESENTED IT TO US.

PRESENTATION OF SUCH DRAFT(S) AND DOCUMENT(S) MAY BE MADE BY
OVERNIGHT COURIER OR BY HAND AT OUR OFFICE LOCATED AT BANK OF
AMERICA, N.A., ONE FLEET WAY, MC: PA6-580-02-30, SCRANTON, PA
18507-1999. PRESENTATION MAY ALTERNATIVELY BE MADE ELECTRONICALLY
EITHER (1) BY FACSIMILE AT NO. 800-755-8743 OR (2) BY E-MAIL
SCRANTON_STANDBY_LC@BOFA.COM. ANY SUCH ELECTRONIC PRESENTATION SHALL
BE CONFIRMED BY TELEPHONE TO 1-800-370-7519. RECEIPT OF SUCH
TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER.

DRAFT

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER:

IF PRESENTED ELECTRONICALLY, DOCUMENTS ARE NOT REQUIRED TO BE SENT BY COURIER.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT THE EXPIRY DATE SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIOD(S) OF ONE YEAR EACH FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY NEXT-BUSINESS-DAY COURIER SERVICE SUCH AS FEDEX AT THE ABOVE LISTED ADDRESS THAT WE ELECT NOT TO CONSIDER THE EXPIRY DATE OF THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. HOWEVER, IN NO EVENT WILL THIS LETTER OF CREDIT AUTOMATICALLY EXTEND BEYOND THE FINAL EXPIRY DATE OF DECEMBER 31, 2032.

ANY SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY US AND UPON SUCH NOTICE TO YOU, YOU MAY DRAW AT ANY TIME AFTER THE DATE THAT IS THIRTY (30) DAYS AFTER THE DATE OF SUCH NOTICE, UP TO THE FULL AMOUNT THEN AVAILABLE HEREUNDER. AT OUR REQUEST, YOU SHALL PROMPTLY CONFIRM THAT DRAW BY DELIVERING YOUR DRAFT(S) DRAWN ON US AT SIGHT AND THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO EXCEPT WHEN PRESENTED ELECTRONICALLY.

THIS LETTER OF CREDIT IS TRANSFERABLE IN FULL AND NOT IN PART. ANY TRANSFER MADE HEREUNDER MUST CONFORM STRICTLY TO THE TERMS HEREOF AND TO THE CONDITIONS OF RULE 6 OF THE INTERNATIONAL STANDBY PRACTICES (ISP98) FIXED BY THE INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590. SHOULD YOU WISH TO EFFECT A TRANSFER UNDER THIS LETTER OF CREDIT, SUCH TRANSFER WILL BE SUBJECT TO THE RETURN TO US OF THIS ORIGINAL LETTER OF CREDIT INSTRUMENT ALONG WITH AMENDMENT(S), IF ANY, ACCOMPANIED BY OUR FORM OF TRANSFER, PROPERLY COMPLETED AND SIGNED BY AN AUTHORIZED SIGNATORY OF YOUR FIRM, BEARING YOUR BANKER'S SIGNATURE AUTHENTICATION. ALL TRANSFER FEES ARE FOR THE ACCOUNT OF THE APPLICANT, FAILURE TO PAY SUCH FEE WILL NOT HINDER THE TRANSFER. SUCH TRANSFER FORM IS AVAILABLE UPON REQUEST.

WE HEREBY AGREE WITH YOU THAT DRAFT(S) AND DOCUMENT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED WITHIN THREE BUSINESS DAYS AFTER RECEIPT, UPON DUE PRESENTATION TO US. THE OBLIGATION OF BANK OF AMERICA, N.A. UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF BANK OF AMERICA, N.A. AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

IN THE EVENT THAT THIS LETTER OF CREDIT OR ANY AMENDMENT IS STOLEN, LOST, MUTILATED OR DESTROYED, WE WILL ISSUE A CERTIFIED TRUE COPY OF THIS LETTER OF CREDIT OR AMENDMENT, AS THE CASE MAY BE (MARKED AS SUCH), WHICH SHALL THEREAFTER BE CONSIDERED THE ORIGINAL FOR ALL PURPOSES WHERE AN ORIGINAL IS REFERRED TO HEREIN, WITHIN SIX (6) BUSINESS DAYS, PROVIDED WE HAVE RECEIVED INDEMNITIES AND ASSURANCES FROM BENEFICIARY ON OUR CUSTOMARY FORM OR OTHERWISE SATISFACTORY TO US WITHIN RESPECT TO THE ORIGINAL LETTER OF CREDIT.

DRAFT

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER:

THIS STANDBY CREDIT IS SUBJECT TO AND GOVERNED BY THE PRACTICE, CUSTOM AND USAGE OF THE INTERNATIONAL STANDBY PRACTICES ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE (ICC PUBLICATION NO. 590), AND AS TO MATTERS NOT GOVERNED BY THE ISP98, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF NEW JERSEY ("UCC"). IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ISP98 AND THE PROVISIONS OF THE UCC, THE PROVISIONS OF ISP98 SHALL GOVERN.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 3 PAGE(S) .

DRAFT COPY
FOR DISCUSSION AND REVIEW PURPOSES ONLY
PLEASE SIGNIFY YOUR ACCEPTANCE & APPROVAL
TO ISSUE THIS FORM

AUTHORIZED SIGNATURE(S)

DATE _____

EXHIBIT C

COMPLETION GUARANTY (FORM OF)

(See attached)

COMPLETION GUARANTY

This **COMPLETION GUARANTY** (this “**Guaranty**”) is made as of June __, 2025 (the “**Guaranty Date**”), by:

- **EDWARD J. MINSKOFF**, a natural person whose address is c/o Edward J. Minskoff Equities, Inc., 1325 Avenue of the Americas, 23rd Floor, New York, New York 10019 (“**Guarantor**”), to
- **375 LAFAYETTE STREET PROPERTIES, L.P.**, a Delaware limited partnership, successor by merger to 375 Lafayette Street Properties, LLC, a New York limited liability company, and **SP GREAT JONES LLC**, a New York limited liability company, whose addresses are c/o Edison Properties, LLC, 110 Edison Place, Suite 300, Newark, NJ 07102 (jointly, with their successors and assigns, “**Landlord**”).

This Guaranty uses terms before defining them. An Index of Defined Terms follows the signatures. Capitalized terms not defined in this Guaranty but defined in the Lease have the same meanings here. Guarantor signs and delivers this Guaranty based on these facts:

A. Landlord is about to enter into a Ground Lease (as further defined below, the “**Lease**”) with **375 LAFAYETTE GROUND LESSEE LLC**, a Delaware limited liability company (with its successors and assigns, and as further defined below, “**Tenant**”), dated on or about the Guaranty Date.

B. The Lease demises premises consisting of the real property more fully described in the Lease (the “**Premises**”).

C. Guarantor directly or indirectly has a substantial interest in Tenant, so the Lease will benefit Guarantor.

D. Landlord would not enter into the Lease unless Guarantor signed this Guaranty.

E. Guarantor acknowledges receipt of valuable consideration for entering into this Guaranty, and wishes to induce Landlord to enter into the Lease.

1. DEFINITIONS

1.1. *Completion Payment.* The “**Completion Payment**” means the sum of the estimated amount of all remaining Project Costs and other reasonable out-of-pocket costs that Landlord would reasonably incur to: (i) pay and remove all Prohibited Exceptions that arise before the Initial Development Completion Date; (ii) legalize or repair any illegal or defective Construction in the Initial Development; (iii) complete and fully pay for all Initial Development; (iv) achieve the Initial Development Completion Date; and (v) timely perform all of Tenant’s remaining unperformed obligations under the Lease for the Initial Development (including performance and payment of Tenant’s express obligations under Article 22 of the Lease on Hazardous Substance Discharges and Environmental Laws) through the reasonably projected Initial Development Completion Date, whether or not Landlord intends to or ever does complete the Initial Development. “**Completion Payment**” includes reimbursement of all out-of-pocket costs (of the types described in this paragraph) that Landlord previously incurred without previous

reimbursement, at any time of determination. The Completion Payment does not include any damages for termination of the Lease or any element of liability based on failure to pay Rent. The Completion Payment purely compensates Landlord for Tenant's failure to have completed the Initial Development. The parties shall resolve through Expedited Arbitration any Dispute on the measure of the Completion Payment.

1.2. *End Date.* An “**End Date**” means the first date when all these conditions have been met:

1.2.1. *Completion.* Either: (i) the Initial Development Completion Date has been achieved; (ii) Guarantor has fully, indefeasibly, and irrevocably paid and performed all Guaranteed Obligations; or (iii) Guarantor has indefeasibly and irrevocably paid Landlord the full Completion Payment.

1.2.2. *Legal Costs.* Guarantor has paid Landlord's Legal Costs incurred to date in enforcing this Guaranty against Guarantor and the Lease against Tenant.

1.3. *Guaranteed Obligations.* “**Guaranteed Obligations**” means these obligations of Tenant arising under the Lease or arising under landlord-tenant law in each case only as they arise under the Lease (all as determined without regard to any Insolvency Proceeding or resulting rejection of the Lease or limitation of Landlord's damages or claim against Tenant), but only accruing until an End Date has occurred:

1.3.1. *Indemnification.* Tenant's obligations to Indemnify Landlord.

1.3.2. *Initial Development Completion.* Tenant's obligation to cause the Initial Development Completion Date to occur by the Initial Development Completion Deadline as the Lease requires.

1.3.3. *Prohibited Exceptions.* Tenant's obligations to: (i) fully and promptly pay all claims and demands of mechanics, material suppliers, laborers, and others that if unpaid, might result in, or permit the creation of, any Prohibited Exception; (ii) pay, bond, discharge or remove all Prohibited Exceptions arising from the Initial Development; (iii) reimburse Landlord for all reasonable out-of-pocket sums paid and all costs and expenses Landlord incurs in causing any Prohibited Exception arising from the Initial Development to be paid, bonded, discharged, or removed in compliance with the Lease; (iv) maintain the Premises, until the End Date, free and clear of all Prohibited Exceptions; and (v) Indemnify Landlord on any Prohibited Exception that this subparagraph requires Guarantor to pay or remove.

1.3.4. *Project Costs.* Tenant's obligation to pay and discharge all Project Costs; pay and discharge all proper claims and demands for Project Costs; diligently contest any improper claims and demands for Project Costs; and pay and discharge those claims and demands as the Lease requires, if Tenant's contest fails.

1.3.5. *Reimbursement.* If Landlord: (i) causes any Construction of the Initial Development to be performed; (ii) pays any costs in doing so; or (iii) otherwise advances any sum to cure Tenant's default under any Guaranteed Obligation, then the Guaranteed Obligations include an obligation to immediately reimburse Landlord for each such payment or advance. Nothing in this paragraph obligates Landlord to take any action this paragraph contemplates or to achieve the Initial Development Completion Date.

1.3.6. *Other*. All other then accrued obligations of Tenant under the Lease, both (a) monetary (excluding any Rent calculated by referring to any period after what would otherwise be an End Date, so that the Guaranteed Obligations shall be measured as if the Scheduled Expiration Date were accelerated to match any End Date) and (b) nonmonetary.

1.4. *Insolvency Law*. “**Insolvency Law**” means Title 11, United States Code, or other or successor state, federal, or foreign law on assignment for benefit of creditors, appointment of a receiver or trustee (or conservator, custodian, liquidator, sequestrator, or other similar officer) for a Person or any of its property, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.5. *Insolvency Proceeding*. “**Insolvency Proceeding**” means any proceeding (or appointment or attempted appointment), voluntary or involuntary, under Insolvency Law.

1.6. *Landlord Remedies*. “**Landlord Remedies**” means Landlord’s rights and remedies under this Guaranty, the Lease, or Law, including Insolvency Law, including any right to terminate the Lease, evict Tenant, collect damages, collect interest or Default Interest, re-lease the Premises (whether on Landlord’s account or on Tenant’s account), and apply or not apply Lease Security or draw upon any L/C.

1.7. *Lease*. “**Lease**” means the Lease, as initially defined above, as amended, extended, renewed, or replaced from time to time, whether or not in accordance with its terms or with Guarantor’s consent. The “**Lease**” shall be defined without regard to any: (i) Insolvency Proceeding; (ii) resulting limitation, modification, reinstatement, rejection, or termination of the Lease or Tenant’s obligations, including any limit on Landlord’s recovery under 11 U.S.C. § 502(b)(6) or any similar provision; (iii) any release of anyone granted in any Insolvency Proceeding; (iv) Lease Termination or Lease Abandonment; (v) Lease assignment; or (vi) exercise of Landlord Remedies. The date of the Lease may not match the Guaranty Date.

1.8. *Legal Costs*. “**Legal Costs**” means Landlord’s actual reasonable out-of-pocket costs of collection and legal representation, including in litigation, resulting from any actual or threatened: (i) Tenant default under any Guaranteed Obligation; (ii) Guarantor default or Landlord claim under this Guaranty; or (iii) Proceeding. Those costs include reasonable attorneys’ fees, disbursements, and other charges billed by Landlord’s attorneys, court costs, and costs of process servers, private investigators, and all other third party personnel whose services are charged to Landlord in connection with Landlord’s receipt of legal services. Legal Costs also include: (a) all other costs of collection and Default Interest on unreimbursed Legal Costs; and (b) all Legal Costs, as defined in the Lease, that Landlord incurs in any Proceeding.

1.9. *Offset*. “**Offset**” means any abatement, claim, counterclaim, deduction, defense, diminution, offset, recoupment, reduction, setoff, or suspension of any kind whatsoever. “**Offset**” does not include the abatements in Base Rent to which Tenant is entitled pursuant to Section 3.2 of the Lease.

1.10. *Proceeding*. “**Proceeding**” means any action, arbitration, claim, counterclaim, litigation, or other proceeding on, arising out of, or relating to interpretation or enforcement of this Guaranty or the Lease, including any Tenant or Guarantor Insolvency Proceeding and any exercise of Landlord Remedies.

1.11. *Project Costs*. “**Project Costs**” means all costs, expenses, and liabilities (including costs for labor, goods, materials, and services) for or in connection with the Initial Development (including costs of demolition, construction, completion, architectural fees, engineering fees, consulting fees, brokerage, all “hard” costs, all “soft” costs, insurance premiums for Construction Period Insurance, and all other costs of the Initial Development, as the Lease requires). Project Costs also include all permitting fees, licensing fees, amounts due under construction contracts and subcontracts, costs of bonds, and reimbursement of Landlord’s costs and expenses for the Initial Development, all as the Lease provides. Project Costs also include any and all costs or expenses that, if not paid, may give a creditor a legal right to file a lien against the Premises. Project Costs include, but only until the End Date, carrying costs and charges of any type that the Lease would require Tenant to pay even after the Initial Development Completion Date, such as Real Estate Taxes, Base Rent, insurance premiums (except for Construction Period Insurance), and other carrying costs and charges. For measuring any Completion Payment, written estimates of unpaid Project Costs from Landlord’s third-party and unrelated engineer or consultant shall bind Landlord and Guarantor provided they are made in good faith and on a reasonable basis.

1.12. *Tenant*. “**Tenant**” means Tenant as defined above and any: (i) estate created in a Tenant Insolvency Proceeding; (ii) liquidator, receiver, or trustee of Tenant or any of its property; and (iii) similar person or officer, appointed in an Insolvency Proceeding or otherwise.

2. GUARANTOR’S OBLIGATIONS

2.1. *Guaranty*. Guarantor guarantees Tenant’s timely payment and performance of all Guaranteed Obligations, when and as the Lease requires. If Tenant fails to pay or perform as the previous sentence requires, then Guarantor shall make that payment or render that performance. Landlord need not, however, make demand on Tenant before enforcing this Guaranty against Guarantor. Landlord may enforce this Guaranty against Guarantor whether or not Tenant has failed to pay or perform.

2.2. *Nature of Guaranty*. This is a guaranty of payment, not collection. Guarantor’s liability is primary, not secondary; in the full amount of all Guaranteed Obligations; absolute, unconditional, continuing, and irrevocable; and not conditioned or contingent on the Lease’s enforceability or validity. If any Guaranteed Obligation is or becomes void or unenforceable, Guarantor’s liability shall continue as if all Guaranteed Obligations were and remained legally enforceable.

2.3. *Completion Payment*. If a Lease Abandonment or Lease Termination occurs before an End Date has occurred, then Guarantor shall on demand pay Landlord the Completion Payment.

2.4. *Prohibited Exceptions*. Without in any way limiting any Guaranteed Obligation, if a Prohibited Exception is filed or recorded and Tenant has not paid, bonded, discharged, or removed that Prohibited Exception within the time the Lease allows, then notwithstanding anything to the contrary in the Lease or this Guaranty, Guarantor shall on demand deposit with Landlord an amount equal to 110% of the amount claimed under that Prohibited Exception, whether or not Landlord has actually advanced that sum to discharge or bond it. Landlord shall hold that deposit as security for Tenant’s and Guarantor’s obligations regarding the Prohibited Exception. Landlord shall refund the deposit to Guarantor if the Tenant or Guarantor discharges or removes the Prohibited Exception. Guarantor’s obligation to make the deposit this paragraph

requires shall be suspended so long as and to the extent that: (i) (x) Guarantor or Tenant has made a similar deposit with Leasehold Mortgagee for the same Prohibited Exception and/or (y) there are amounts available for advance under a Leasehold Mortgage; (ii) Leasehold Mortgagee has agreed use that deposit and/or to make any necessary advance to pay such disputed claims; and (iii) Tenant has otherwise satisfied the conditions to Tenant's Right of Contest for the Prohibited Exception at issue.

2.5. Extension of Initial Development Completion Deadline. So long as no Lease Termination has occurred, Guarantor may exercise all rights to extend the Initial Development Completion Deadline that Tenant did not yet exercise. In doing so, Guarantor must satisfy the same conditions Tenant would need to satisfy, except any that (a) relate to missed deadlines; or (b) by their nature can be satisfied only by Tenant.

2.6. Effect of Guarantor's Extension. To the extent that Guarantor or Tenant obtains any extension of any deadline, that extension shall also benefit the other of those two parties. That other party may not separately (a second time) exercise that same extension right.

2.7. Reporting. To the extent that the Lease calls for any documents, deliveries, or financial information from Guarantor, Guarantor shall comply with those requirements when and as the Lease requires.

3. TERMINATION

3.1. Effect of End Date. This Guaranty shall terminate only if and when an End Date occurs, subject however to Guarantor's continued liability, to the extent otherwise arising under this Guaranty, for: (i) Recovered Payments; (ii) Guaranteed Obligations that accrued but were not paid before the End Date and by their nature or by the terms of the Lease would survive any termination or expiration of the Lease; (iii) Mechanic's Liens later filed on account of the Initial Development; and (iv) obligations to Indemnify Landlord because of occurrences before the End Date.

3.2. Guaranty Release. Promptly after any End Date, Landlord shall accomplish a Guaranty Release.

4. LANDLORD REMEDIES; OTHER ACTIONS

4.1. Enforcement of Guaranty. If the Suspension Conditions (defined below) are not satisfied, Landlord may enforce this Guaranty against Guarantor independently of, and with or without enforcing, any Landlord Remedy, and without regard to any event in any Proceeding with Tenant. The Guaranteed Obligations and Guarantor's primary and direct liability for them shall not decrease for any reason (except actual payment), including if: (i) Tenant abandons, surrenders, or vacates the Premises, whether or not Landlord accepts it; (ii) Tenant is subject to an Insolvency Proceeding; (iii) Landlord exercises any Landlord Remedy or enforces this Guaranty; (iv) Landlord fails to do so or delays in doing so; (v) Landlord obtains a judgment against anyone; (vi) any Lease Termination, New Lease Execution Date, or Lease Abandonment occurs; (vii) any Transfer of any Estate or Equity Interest occurs; or (viii) any other circumstance occurs except actual payment and performance of the Guaranteed Obligations. Nothing in this paragraph limits Landlord's obligation to credit Guarantor for any sums actually collected on account of the Guaranteed Obligations or for amounts drawn under any L/C.

4.2. *Suspension of Enforcement.* Landlord shall suspend enforcement of this Guaranty only if and for so long as (1) no Lease Abandonment has occurred, (2) Guarantor remains a Satisfactory Guarantor, and a (3) Leasehold Mortgagee or Mezzanine Lender: (a) is with reasonable diligence enforcing its rights under its completion guaranties; (b) is with reasonable diligence exercising its cure rights within the periods allowed under the Lease and (c) has agreed with Landlord in writing, on terms reasonably satisfactory to Landlord, that all sums collected under the guaranties of carry and completion will be applied only toward the Guaranteed Obligations (or released to Landlord upon a Lease Abandonment) and not to any indebtedness unless and until the Guaranteed Obligations have been fully paid and performed ((1)-(3), collectively, the “*Suspension Conditions*”).

4.3. *Landlord’s Completion Option.* If Tenant fails to cause the Initial Development Completion Date to occur when and as the Lease requires and any Suspension Condition(s) is/are not satisfied, then Landlord may, at its option, construct (or arrange for a third party to construct) the Building and otherwise cause the Initial Development Completion Date to occur (and take any and all reasonable actions necessary or appropriate toward that end), all at Guarantor’s expense. If Landlord exercises that option, then Landlord may require Guarantor to reimburse Landlord monthly, within five Business Days after Landlord submits each monthly invoice, for all Construction Costs Landlord incurs in exercising its rights under this paragraph.

4.4. *Preparation of Plans and Specifications.* If Plans and Specifications do not yet exist at any time from and after the Parking End Date, then Landlord may engage an architect at Guarantor’s expense (to be paid within 10 days after Notice from Landlord) to prepare reasonable Plans and Specifications consistent with the requirements of the Lease and reasonably satisfactory to Landlord. Those Plans and Specifications shall then apply to measure the Completion Payment and Guarantor’s liability and obligations under this Guaranty. Landlord may at its option instead have an architect, at Guarantor’s expense (to be paid within 10 days after Notice from Landlord), certify to Landlord the total reasonably anticipated Construction Cost for a reasonable Building that would satisfy the requirements of the Lease and, in the architect’s professional judgment, substantially conform to the level of quality and finish of other similar new buildings. Landlord may then use this estimate of Construction Cost (in place of any Construction Cost determined by reference to Plans and Specifications) for all purposes related to determination of Guarantor’s liability and obligations under this Guaranty.

5. WAIVERS AND DEFENSES

5.1. *Lease Security.* If Landlord holds any L/C:

5.1.1. *No Duty to Apply.* Landlord may continue to hold, draw upon, or apply the L/C, in whole or in part, as Landlord decides, subject to the Lease.

5.1.2. *No Limitation.* The L/C does not limit the Guaranteed Obligations.

5.1.3. *Restoration.* If Landlord draws on or applies any L/C to pay any Guaranteed Obligation, then (and only then) the Guaranteed Obligations shall be reduced by the amount Landlord drew or applied from the L/C and applied against the Guaranteed Obligations.

5.2. *Lease-Related Actions.* Without notice to or consent by Guarantor, in Landlord’s discretion and without prejudice to Landlord or in any way limiting or reducing Guarantor’s

liability under this Guaranty, Landlord may but shall have no obligation to: (i) grant extensions of time; (ii) Modify the Lease by agreement with Tenant; (iii) accept or make compositions or other arrangements or file or not file a claim in any Insolvency Proceeding; (iv) accept Tenant's surrender of the Premises or delivery of keys or other access devices, whether or not that causes a Lease Termination; (v) enter into a New Lease (in which case every reference to "***Lease***" shall also refer to that New Lease); (vi) obtain or release any security for Tenant's obligations under the Lease; or (vii) otherwise deal with Tenant and anyone else related to the Lease as Landlord sees fit. Guarantor's liability under this Guaranty shall continue even if Tenant's obligations under the Lease are altered or terminated in any way or if any Landlord Remedy is impaired or suspended with or without consent by Guarantor, Landlord, or Tenant. A Lease assignment, even with Landlord's consent, does not limit this Guaranty unless Tenant meets the express conditions in the Lease for release of this Guaranty.

5.3. *No Offsets.* The Guaranteed Obligations are subject to no Offset of any kind (except on account of actual payment), including any arising or purportedly arising from: (i) the Lease; (ii) any circumstance that might otherwise entitle Guarantor or Tenant to an Offset; (iii) the landlord-tenant relationship under the Lease; (iv) any Lease Termination, Lease Abandonment, or Insolvency Proceeding; or (v) any Transfer (including Involuntary Transfer) of the Fee Estate, whether or not in compliance with the Lease.

5.4. *Suretyship.* Guarantor waives all suretyship and guarantor defenses, including any defense or principle by which a surety's or guarantor's obligation must be neither larger in amount nor more burdensome than, nor any different from, the principal's obligation.

5.5. *Reimbursement and Subrogation Rights.* Guarantor unconditionally waives any right to be reimbursed by Tenant for any payments Guarantor makes toward the Guaranteed Obligations. Guarantor does not require or expect, and is not entitled to, any right of reimbursement against Tenant as consideration for this Guaranty. Guarantor shall have no right of subrogation against Tenant or Landlord, unless: (i) that right does not violate (or otherwise produce any result adverse to Landlord under) any Law, including any Insolvency Law; (ii) all Guaranteed Obligations have been paid in full and all other performance required under the Lease has been rendered in full to Landlord; and (iii) all periods within which any Person can claim against Landlord for a Recovered Payment have expired with no such claim (that deferral of Guarantor's subrogation and contribution rights, the "***Subrogation Deferral***"). To the extent that a court determines Guarantor's Subrogation Deferral is void or voidable for any reason, Guarantor agrees: (i) Guarantor's rights of subrogation against Tenant or Landlord and Guarantor's right of subrogation against Tenant's assets shall at all times be junior and subordinate to Landlord's rights against Tenant and Tenant's assets and (ii) Guarantor shall file no claim in any Tenant Insolvency Proceeding without Landlord's consent.

5.6. *Changes in Plans or Project.* Guarantor waives any defense or reduction of liability based on any change made, with or without Guarantor's consent or knowledge, to the Plans and Specifications or to any Major Construction. Landlord may make any such change, provided it is not arbitrary or capricious. The Plans and Specifications and Major Construction shall then be defined for all purposes to take into account any such change.

5.7. *Waivers, Additional.* Guarantor waives any right to require Landlord to proceed against Tenant or anyone else or pursue any Landlord Remedy for Guarantor's benefit. Landlord may

exercise in its sole discretion any right or remedy against anyone without impairing this Guaranty. Guarantor waives diligence and every demand, protest, presentment, and notice, including notice of acceptance, accrual, creation, dishonor, extension, modification, nonpayment, protest, or renewal of any Guaranteed Obligation. The parties waive jury trial in any Proceeding. Only to the extent of Guarantor's express liability under this Guaranty, Guarantor shall not have the benefit of any provision in the Lease that limits any Person's liability.

6. GUARANTOR'S REPRESENTATIONS AND WARRANTIES

Guarantor acknowledges, represents, and warrants as follows, as of the Guaranty Date, and acknowledges that Landlord is relying on these assurances in entering into the Lease and accepting this Guaranty.

6.1. *Financial Matters.* Edward J. Minskoff, personally as Guarantor, has caused Baker Tilly to deliver to Landlord a Minskoff Certification dated [____], 2025 in connection with the closing under the Lease. Since the date of such Minskoff Certification, no material adverse change has occurred in Guarantor's condition. Guarantor is solvent. [Guarantor is not Edward J. Minskoff, personally, and Guarantor's most recent Guarantor Financials and Guarantor Certificate delivered to Landlord on or before the Guaranty Date were prepared in accordance with sound accounting practices consistently applied. They correctly depict Guarantor's financial condition as of their date. Since then, no material adverse change has occurred in Guarantor's condition.]¹ Delivery of this Guaranty does not render Guarantor insolvent. Guarantor has never been the subject of an Insolvency Proceeding. Guarantor constitutes a Satisfactory Guarantor.

6.2. *Guarantor Litigation.* No litigation, arbitration, investigation, or administrative proceeding is pending before any arbitrator or Government: (i) regarding this Guaranty; (ii) against or affecting Guarantor's property or assets; or (iii) that could reasonably be expected to adversely affect Guarantor's ability to pay and perform under this Guaranty. No such matter is, to Guarantor's knowledge, threatened against Guarantor or any of its assets. Guarantor shall notify Landlord of any future such matter within five days after Guarantor becomes aware of it.

6.3. *Tenant's Financial Condition.* Guarantor is fully aware of Tenant's financial condition. Guarantor delivers this Guaranty based solely on its own independent investigation and based in no part on any representation or statement by Landlord. Guarantor is not relying on, nor expecting, Landlord to give Guarantor any information, now or later, on Tenant's financial condition.

7. RECOVERED PAYMENTS

7.1. *Recovered Payment.* A "**Recovered Payment**" means any payment that Landlord: (i) received from Tenant on account of a Guaranteed Obligation or to satisfy any express condition to termination of this Guaranty; but (ii) must return or disgorge for any reason, for example because a court decided it constituted a preference or a fraudulent transfer.

¹ Drafting Note: Substitute bracketed language for first sentence if Guarantor is not Edward J Minskoff, personally.

7.2. Landlord's Disgorgement of Payments. If Landlord must return or disgorge any Recovered Payment, then Guarantor's obligations under this Guaranty shall continue and remain in full force and effect (or automatically become reinstated) as if Landlord had never received the Recovered Payment. If Guarantor purports to revoke this Guaranty, or if this Guaranty otherwise terminates, before Landlord has a claim against Guarantor under the previous sentence, then that termination or purported revocation shall not limit Landlord's rights against Guarantor. Guarantor shall promptly pay Landlord the amount of any Recovered Payment plus Landlord's: (i) interest and other charges on the Recovered Payment until the date of payment by Guarantor, as reasonably estimated by Landlord; and (ii) Legal Costs in determining the existence and amount of, and recovering from Tenant or Guarantor, that Recovered Payment.

8. MISCELLANEOUS

8.1. Execution. Any signature of this Guaranty (or any amendment to this Guaranty) may be delivered as a scanned, PDF, or other image of the signature page. Original signatures are not required.

8.2. Governing Law. New York law governs this Guaranty, its interpretation and enforcement, and the relationship between the parties. This Guaranty is an instrument for the payment of money only under New York Civil Practice Law and Rules 3213.

8.3. Guarantor Certificates. Guarantor shall within 10 days after Landlord's request sign and deliver a Guarantor Certificate, but not more often than twice in any calendar year plus one additional Guarantor Certificate each calendar year as needed for any sale or refinancing of the Fee Estate or Equity Interest Transfer.

8.4. Interest. Any unpaid Guaranteed Obligation shall bear interest from the date it accrues until the date paid, both before and after judgment, at the higher of: (i) the Default Interest rate; or (ii) the judgment rate.

8.5. Interpretation. The words "*include*" and "*including*" shall be interpreted as if followed by "without limitation." Drafts, changes or deletions in drafts, and comments in negotiations shall not be considered in interpreting this Guaranty. Both parties participated equally in drafting and negotiating it, so it shall not be construed in favor of or against either party. Definitions in the Lease apply in this Guaranty except as modified or replaced here.

8.6. Jurisdiction. Landlord may bring any Proceeding to enforce this Guaranty in any state or federal court that: (i) is located in the State; and (ii) has subject matter jurisdiction. Guarantor irrevocably accepts, consents, and submits to the nonexclusive personal jurisdiction and venue of each such court, generally and unconditionally for any such Proceeding. Guarantor shall not assert any basis to transfer jurisdiction or venue of any such Proceeding to another court. A final judgment or arbitral award against Guarantor in any Proceeding shall be conclusive evidence of Guarantor's liability for the full amount of that judgment. Any such judgment may be enforced in any jurisdiction, either in or out of the United States, by suit on the judgment. Nothing in this paragraph limits Landlord's right to enforce this Guaranty in any court with jurisdiction.

8.7. Landlord's Assignment. Landlord may assign this Guaranty, but only in connection with Landlord's permitted assignment of the Lease, including any collateral assignment to a Fee

Mortgagee or assignment to a permitted successor Landlord. Any assignment of this Guaranty in accordance with the previous sentence shall not affect Guarantor's liability under this Guaranty.

8.8. *Legal Costs.* Guarantor shall pay or reimburse all costs, including Legal Costs, that Landlord incurs in enforcing the Guaranteed Obligations against Tenant or Guarantor.

8.9. *Notices.* Landlord may give Notices under this Guaranty in accordance with the Notice procedures in the Lease. Landlord may direct such Notices to Guarantor at its address in the opening paragraph of this Guaranty. Guarantor and Landlord may each change its address for Notices, to any other address within the United States, by Notice to the other. Notices shall become effective as the Lease states. Guarantor shall promptly Notify Landlord of any change in Guarantor's address. A party's counsel may give any Notice on behalf of that party.

8.10. *Other Documents.* The terms of this Guaranty may not be amended, terminated, or waived without both parties' written consent. This Guaranty contains all (and supersedes all prior) agreements between the parties on the matters this Guaranty covers. In entering into this Guaranty, Guarantor does not rely on any representation, promise, or other assurance by Landlord. Nothing Landlord said or did, except entering into the Lease, in any way induced Guarantor to enter into this Guaranty.

8.11. *Reports and Investigation.* At Landlord's expense, Landlord, or any Person engaged by Landlord, may from time to time without Notice: (i) obtain updated credit reports or other information on Guarantor; and (ii) investigate Guarantor and its background, credit, property, and affairs. At Landlord's request, Guarantor shall promptly reaffirm this consent in writing in a manner reasonably satisfactory to Landlord and Guarantor.

No further text on this page.

[SIGNATURE PAGE FOR COMPLETION GUARANTY]

IN WITNESS WHEREOF, Guarantor has signed this Guaranty as of the Guaranty Date.

GUARANTOR (PERSONALLY AND NOT ON BEHALF OF ANY ENTITY):

EDWARD J. MINSKOFF

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, 2025, before me, the undersigned, personally appeared EDWARD J. MINSKOFF, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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4933-9133-3434, v. 25

EXHIBIT D
LANDLORD WIRE INSTRUCTIONS

Account number:	381032801307
Active ACH Blocks/Filters on file:	Yes
Routing number ACH/EFT:	021200339
Routing number DOM. WIRES:	026009593
SWIFT Code INTL WIRES:	BOFAUS3N (U.S DOMESTIC) BOFAUS6S (FOREIGN CURRENCY)
Account name:	GFH LIMITED PARTNERSHIP LLC
Account Address:	110 EDISON PL STE 300, NEWARK, NJ 07102-4908

EXHIBIT E

LANDLORD'S MINIMUM INSURANCE COVERAGE DURING INTERIM PERIOD

Landlord will provide and maintain the following insurance coverage during the Interim Period:

- (i) Commercial and Garage Liability Insurance Coverage insuring against any loss, cost, damage or liability imposed by law on account of bodily injuries, death resulting therefrom, or property damage suffered by any persons while within, upon or about the Premises and attributable to the operations of the Premises. The coverage to be provided under this paragraph (i) for any accident resulting in property damage or personal injury shall not be less than One Million Dollars (\$1,000,000.00) per occurrence with an aggregate limit of Two Million Dollars (\$2,000,000.00) per occurrence and carry a deductible or self-insured retention of no more than Fifty Thousand Dollars (\$50,000.00).
- (ii) Garagekeeper's Legal Liability Insurance covering liability for property damage to customer vehicles while within, upon or about the Premises and attributable to the operations of the Premises, including but not limited to liability for such damage due to negligence, fire, explosion, theft of an entire vehicle, riot, vandalism, and civil commotion and malicious mischief, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and with a deductible or self-insured retention of no more than Twenty Five Thousand Dollars (\$25,000.00).
- (iii) Automobile Liability Insurance covering liability for bodily injury or death resulting from the operation of motor vehicles by Landlord or its affiliates (including vehicles of customers of the Premises) within, upon or about the Premises and attributable to the operations of the Premises, in an amount of One Million Dollars (\$1,000,000.00) per occurrence and with a deductible or self-insured retention of no more than Fifty Thousand Dollars (\$50,000.00).
- (iv) Workers' Compensation and employer's liability insurance as required by law covering any Landlord employees that may be present at the Premises from time to time.
- (v) Landlord shall obtain and maintain Umbrella (or Excess) Liability Insurance with a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence and general aggregate covering claims in excess of the amounts covered by the underlying insurance required by (i), (ii), and (iii) and the employer liability component of (iv) above. Such policy or policies shall "follow form" with respect to the underlying policies and shall provide the required coverage on a primary and non-contributory basis. Such limits shall attach to all applicable underlying liability policies without causing a gap in coverage.

Landlord may provide any of the above insurance under a blanket policy provided that the coverage of the Premises fully satisfies the conditions, such as coverage, deductibles and self-insured retentions on a per insured location basis in the same manner as if an individual policy had been obtained for the Premises.

EXHIBIT F
TENANT'S ORGANIZATIONAL CHART

(See Attached)

375 LAFAYETTE

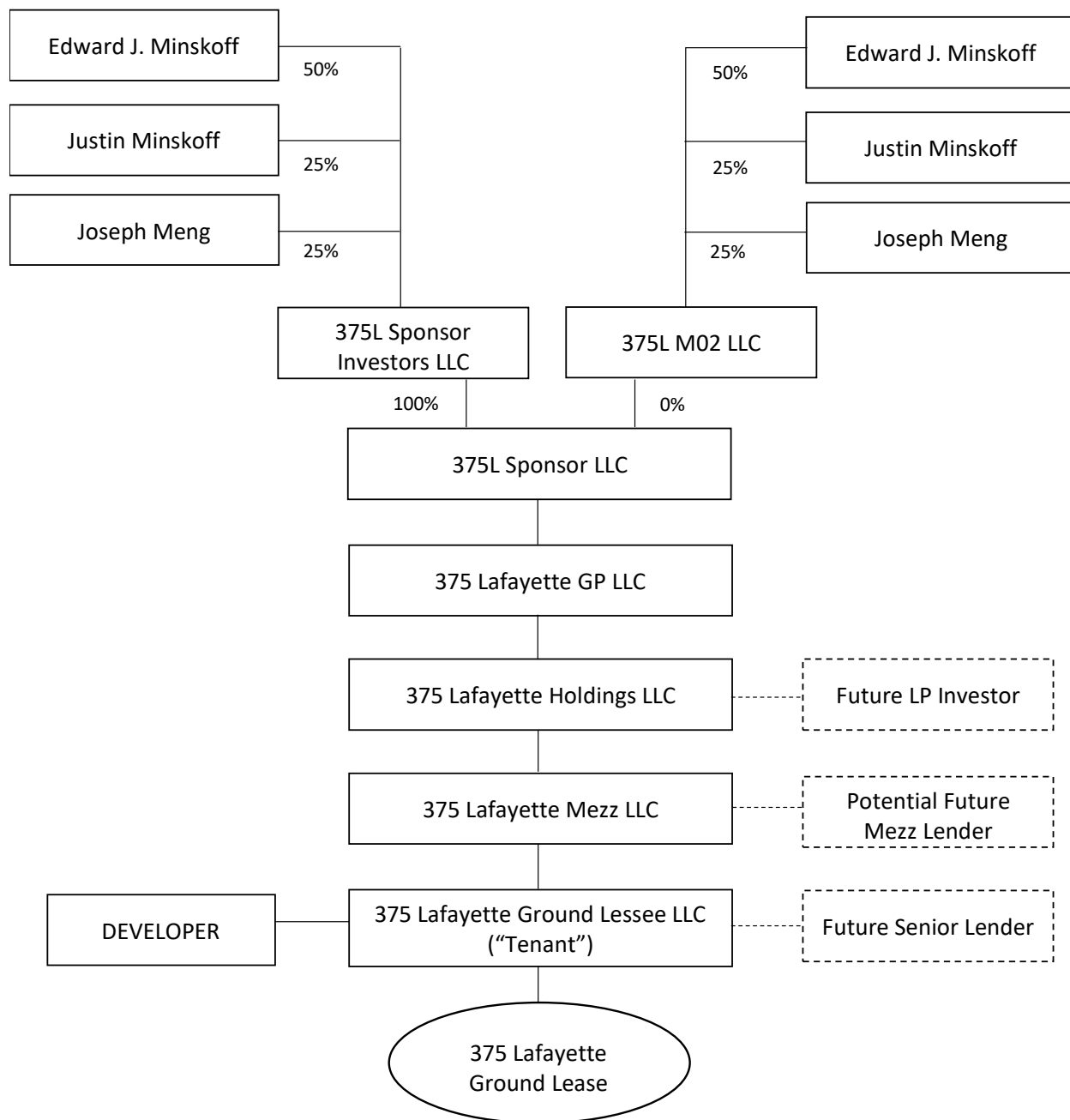


EXHIBIT G

FORM OF MINSKOFF CERTIFICATION

(See Attached)

[LETTERHEAD OF ACCOUNTING FIRM]

BY EMAIL; CONFIDENTIAL

June 11, 2025

375 Lafayette Street Properties, L.P., and
SP Great Jones LLC
c/o Edison Properties, LLC
110 Edison Place, Suite 300
Newark, NJ 07102

RE: Financial Condition of Edward J. Minskoff (“Guarantor”)

Ladies and Gentlemen:

This letter is delivered in connection with your lease of 375 Lafayette Street, 30, and 32-38 Great Jones Street, New York, New York (the “Transaction”) to 375 LAFAYETTE GROUND LESSEE LLC (“Tenant”), pursuant to which Guarantor shall guaranty some or all obligations of Tenant. You have requested certain assurances relating to Guarantor’s financial condition

We have acted as Guarantor’s accountants since approximately _____ and are familiar with Guarantor’s financial affairs. Based on that familiarity, we certify to you that, as of the date of this letter, Guarantor has: (a) a net worth that significantly exceeds \$200,000,000; and (b) liquidity (i.e., cash and marketable securities) that significantly exceeds \$15,000,000.²

In our work for Guarantor, we have reviewed bank statements and other documentation to give us a reasonable basis to support our statements above. The above statements take into account any Guarantor contingent liabilities known to us at this time. We have no reason to believe Guarantor has withheld information from us relating to Guarantor’s liabilities.

This letter is delivered solely for your use and benefit in connection with your proposed Transaction, shall be kept confidential, and may not be disclosed or published to anyone except your attorneys, accountants, and other professionals directly involved with the Transaction, but may be used in connection with enforcement activities in connection with Guarantor’s obligations.

We understand you will rely on this letter in entering into the Transaction.

Should you have any questions, please contact the undersigned at _____.

Very truly yours,

[ACCOUNTING FIRM SIGNATURE]

² Per the Lease, these numbers will be Inflation-Adjusted in later years.

EXHIBIT H

NOTICE ADDRESSEES (INCLUDING REQUIRED COPY RECIPIENTS)

<u>Party:</u>	<u>Notice Address:</u>	<u>With a Copy to:</u>
Landlord:	c/o Edison Properties, LLC 110 Edison Place, Suite 300 Newark, NJ 07102 Attention: EVP Real Estate	c/o Edison Properties, LLC 110 Edison Place, Suite 300 Newark, NJ 07102 Attention: General Counsel <u>And:</u> c/o GFXRE LLC 5951 Riverdale Avenue, #526 Bronx, NY 10471 Attention: Craig Mitnick <u>And:</u> Joshua Stein PLLC 110 West 57th Street, Fourth Floor New York, New York 10019 Attention: Joshua Stein, Esq. File No. 144-36
Tenant:	c/o Edward J. Minskoff Equities, Inc. 1325 Avenue of the Americas, 23 rd Floor New York, NY 10019 Attention: Edward J. Minskoff and Joseph Meng	Greenberg Traurig, LLP One Vanderbilt Avenue New York, NY 10017 Attention: Peter A. Miller, Esq. <u>And a Copy to Guarantor at This Address:</u> c/o Edward J. Minskoff Equities, Inc. 1325 Avenue of the Americas, 23 rd Floor New York, NY 10019 Attention: Edward J. Minskoff

EXHIBIT I

ESTOPPEL CERTIFICATES (FORMS OF)

(See Attached)

FORM OF LANDLORD ESTOPPEL CERTIFICATE

THIS LANDLORD ESTOPPEL CERTIFICATE (this “Certificate”) is delivered as of _____, 2____ (the “Effective Date”), by **375 LAFAYETTE STREET PROPERTIES, L.P.**, a Delaware limited partnership, successor by merger to 375 Lafayette Street Properties, LLC, a New York limited liability company, and **SP GREAT JONES LLC**, a New York limited liability company (together, “Landlord”), to **375 LAFAYETTE GROUND LESSEE LLC**, a Delaware limited liability company (“Tenant”).

Landlord delivers this Certificate based on these facts:

- A. Landlord owns the real property described in **Exhibit A** (the “Premises”).
- B. Landlord or its predecessor in interest has leased the Premises to Tenant under only these documents and agreements (collectively, the “Lease”):

1. Ground Lease dated as of _____, 2025[; and³
2. [_____] dated as of _____].

- C. A memorandum of the Lease was recorded in the land records of the County of New York, State of New York, on _____, 202____, at CRFN _____.

NOW, THEREFORE, Landlord certifies, acknowledges, and agrees, in each case only as of the Effective Date (for purposes of which, any: (i) blank space means “NO EXCEPTIONS”; (ii) Section number refers to the Lease; and (iii) term not defined in this Certificate is defined in the Lease):

1. Landlord Status. Except as the public record discloses, Landlord: (a) is Landlord under the Lease; and (b) has not assigned, encumbered or hypothecated the Lease, the Fee Estate, or any part of either; and (c) has not agreed to do any of the foregoing.

2. Lease Status. The Lease: (a) is in full force and effect; (b) has not been amended, cancelled, modified, supplemented, surrendered, terminated or waived, in whole or in part, orally or in writing, except as the definition of “Lease” states; (c) represents the entire agreement between Landlord and Tenant about the Premises; and (d) is a binding obligation of Landlord, subject to the Lease. All conditions to effectiveness of the Lease have been met.

3. Payments. Tenant is current in paying: (a) Fixed Rent through and including the payment that was due on _____, 2____; and (b) _____ through and including the payment that was due on _____, 2____.⁴

4. Date Confirmation. These dates under the Lease were, are, or will be:

³ Include all Lease amendments (if any).

⁴ Landlord to include other amounts payable to Landlord, to the extent Tenant or any Leasehold Mortgagee specifically and reasonably requests.

a. _____, _____, 2____.⁵

5. No Default. To Landlord's knowledge, no Default or Event of Default exists under the Lease [except _____]. Landlord has given no written notice to Tenant of any Default or Event of Default [except _____]. Landlord has commenced no legal proceeding against Tenant [except _____].

6. Tenant Funds. Landlord holds no security deposit, prepaid Rent, or other funds of Tenant (or for which Tenant is entitled to credit) of any kind for the Lease, except: _____. Tenant has paid no Rent more than 30 days before due except as the Lease expressly requires

7. Notice of Leasehold Mortgagee. Landlord has received notice that: (a) [_____] is Leasehold Mortgagee under the Lease; and (b) any notices to Leasehold Mortgagee must be sent to these addresses and copy recipients: _____. Landlord acknowledges that [_____] qualifies for the rights and protections of a Leasehold Mortgagee under the Lease.

8. Address. Landlord's current address for notices, including required copies of notices, is: _____. Landlord's address or account information for delivery of Rent is: _____.

9. Due Authorization, Execution, and Delivery. Landlord is duly authorized to execute, and has duly executed and delivered, this Certificate. No consent by any agency, bureau, court, or other third party, governmental or nongovernmental (except any consents that have been obtained), is required for Landlord to execute and deliver this Certificate.

[No Further Text on This Page]

⁵ Include any relevant Lease dates to the extent any party reasonably requests.

Landlord acknowledges and consents that this Certificate may, as of the Effective Date only, be relied upon by, and shall benefit, only (a) Tenant, or any prospective transferee of Tenant's interest in this Lease; (b) any Leasehold Mortgagee or Mezzanine Lender; (c) any title insurance company issuing a policy of title insurance in favor of anyone mentioned in clause "a" or "b"; (d) any future Leasehold Mortgagee or Mezzanine Lender; (e) any rating agency, issuer, trustee, or servicer in any securitization that includes Leasehold Mortgagee's Mortgage; and (f) the successors and assigns of (and counsel to) all the foregoing. This Certificate shall bind Landlord and its representatives, successors, and assigns.

LANDLORD:

375 LAFAYETTE STREET PROPERTIES, L.P., a Delaware limited partnership,

By: **EDISON PARKING CORPORATION**, a New Jersey corporation, its General Partner

By: _____
Name: _____
Title: _____

SP GREAT JONES LLC, a New York limited liability company

By: **EDISON PARKING CORPORATION**, a New Jersey corporation, its Manager

By: _____
Name: _____
Title: _____

Attachments:

Exhibit A - Description of the Premises

EXHIBIT A

Description of the Premises

PARCEL A (LOT 17):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Lafayette Street with the northerly side of Great Jones Street; and

RUNNING THENCE northerly along the said easterly side of Lafayette Street, 77 feet 6 inches;

THENCE easterly parallel with the northerly side of Great Jones Street, 120 feet;

THENCE southerly parallel with Lafayette Street, 77 feet 6 inches to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street, 120 feet to the point or place of BEGINNING.

PARCEL B (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street distant 145 feet 4 inches easterly from the northeasterly corner of Great Jones Street and Lafayette Place;

THENCE northerly parallel with Lafayette Place 90 feet;

THENCE easterly parallel with Great Jones Street 22 feet;

THENCE southerly parallel with Lafayette Place and part of the way through a party wall 90 feet to the northerly side of Great Jones Street; and

THENCE westerly along the northerly side of Great Jones Street 22 feet to the point or place of BEGINNING.

PARCEL C (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street distant 167 feet 4 inches easterly from the easterly side of Lafayette Place;

RUNNING THENCE northerly parallel with the easterly side of Lafayette Place and part of the way through a party wall 90 feet;

THENCE easterly parallel with Great Jones Street 3 feet 4 inches;

THENCE northerly parallel with the easterly side of Lafayette Place 10 feet;

THENCE easterly parallel with Great Jones Street 16 feet 8 inches;

THENCE southerly parallel with the easterly side of Lafayette Place and part of the way through a party wall 100 feet to the northerly side of Great Jones Street; and

THENCE westerly along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL D (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street, distance 187 feet 4 inches easterly from the northeasterly corner of Lafayette Place and Great Jones Street;

RUNNING THENCE northerly through a party wall and parallel with Lafayette Place 100 feet;

THENCE easterly parallel with Great Jones Street 20 feet;

THENCE southerly and through a party wall and parallel with Lafayette Place 100 feet to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL E (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street at the center of a party wall between Nos. 36 and 38 Great Jones Street such point being distant 207 feet 1-1/2 inches more or less easterly from the corner formed by the intersection of the northerly side of Great Jones Street and the easterly side Of Lafayette Place;

RUNNING THENCE easterly along the northerly side of Great Jones Street 19 feet 11-1/4 inches more or less to the westerly side of land of John M. Knox, known as #40 Great Jones Street;

THENCE northerly along the westerly side of land of John M. Knox and the westerly side of land adjoining said Knox on the North 100 feet 3 inches more or less;

THENCE westerly 19 feet 5 inches more or less to a line formed by protracting a line from the point of beginning northerly through the center of said party wall;

THENCE southerly along the last mentioned line and through the center of said party wall between the premises herein and the premises adjoining on the West known as 36 Great Jones Street 100 feet 3 inches more or less to the point or place of BEGINNING.

LOT 56

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street, distant 119 feet 5 inches easterly from the northeast corner of Lafayette Place (now street) and Great Jones Street;

RUNNING THENCE northerly and parallel with Lafayette Street, 100 feet;

THENCE easterly and parallel with Great Jones Street, 25 feet 8 inches;

THENCE southerly and parallel with Lafayette Street, 100 feet to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street, 25 feet 8 inches to the point or place of BEGINNING.

FOR CONVEYANCING ONLY, IF INTENDED TO BE CONVEYED: TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF, IN AND TO ANY STREETS, ROADS, OR AVENUES ABUTTING THE ABOVE DESCRIBED PREMISES, TO THE CENTER LINE THEREOF.

FORM OF TENANT ESTOPPEL CERTIFICATE

THIS TENANT ESTOPPEL CERTIFICATE (this “Certificate”) is delivered as of _____, 2____ (the “Effective Date”), by **375 LAFAYETTE GROUND LESSEE LLC**, a Delaware limited liability company (“Tenant”), to **375 LAFAYETTE STREET PROPERTIES, L.P.**, a Delaware limited partnership, successor by merger to 375 Lafayette Street Properties, LLC, a New York limited liability company and **SP GREAT JONES LLC**, a New York limited liability company (together, “Landlord”).

Tenant delivers this Certificate based on these facts:

A. Landlord owns the real property described in **Exhibit A** (the “Premises”).

B. Landlord or its predecessor in interest has leased the Premises to Tenant under only these documents and agreements (collectively, the “Lease”):

1. Ground Lease dated as of _____, 2025; and⁶
2. [_____] dated as of _____].

C. A memorandum of the Lease was recorded in the land records of the County of New York, State of New York, on _____, 2____, at CRFN _____.

NOW, THEREFORE, Tenant certifies, acknowledges, and agrees, in each case only as of the Effective Date (for purposes of which, any: (i) blank space means “NO EXCEPTIONS”; (ii) Section number refers to the Lease; and (iii) terms not defined in this Certificate are defined in the Lease):

10. Tenant Status. Except as the public record discloses, Tenant: (a) is Tenant under the Lease; (b) has not assigned, encumbered or hypothecated the Lease, Tenant’s Leasehold Estate, or any part of either; and (c) has not agreed to do any of the foregoing.

11. Lease Status. The Lease: (a) is in full force and effect; (b) has not been amended, canceled, modified, supplemented, surrendered, terminated, or waived, in whole or part, orally or in writing, except as the definition of “Lease” states; (c) represents the entire agreement between Tenant and Landlord about the Premises; and (d) is a binding obligation of Tenant, subject to the Lease. All conditions to effectiveness of the Lease have been met.

12. Payments. Tenant has paid: (a) Fixed Rent through and including the payment that was due on _____, 2____; (b) Real Estate Taxes through and including the payment that was due on _____, 2____; and (c) _____ through and including the payment that was due on _____, 2____.⁷

⁶ Include any and all Lease amendments.

⁷ Tenant to include any other amounts payable under the Lease, to the extent Landlord or any Fee Mortgagee specifically and reasonably requests.

13. Date Confirmation. These dates under the Lease were, are or will be:

a. _____, _____, 2____.⁸

14. No Landlord Default. To Tenant's knowledge, Landlord is not in default under the Lease [except _____]. Tenant has given Landlord no written notice of any uncured default under the Lease [except _____]. Tenant has commenced no legal proceeding against Landlord [except _____].

15. Tenant's Funds. Landlord holds no security deposit, prepaid Rent, or other funds of Tenant (or for which Tenant is entitled to credit) of any kind except _____. Tenant has paid no Rent more than 30 days before due except as the Lease expressly requires.

16. Notice of Fee Mortgagee. Tenant has received notice that: (a) [_____] is Fee Mortgagee under the Lease; and (b) any notices to Fee Mortgagee must be sent to these addresses and copy recipients: _____. Tenant acknowledges that [_____] qualifies for the rights and protections of a Fee Mortgagee under the Lease.

17. Notice Address. Tenant's notice address (including the address of any required copy recipients) is: _____.

18. [Mezzanine Lenders. The name(s) and address(es) of all Mezzanine Lenders providing Mezzanine Financing under the Lease are: _____].⁹

19. Subtenant SNDA's. The following are all Subtenant SNDA's in effect for any Sublease:

(a) [Subordination, Nondisturbance, Recognition and Attornment Agreement dated _____ between _____ and _____].¹⁰

20. Due Authorization, Execution, and Delivery. Tenant is duly authorized to execute, and has duly executed and delivered, this Certificate. No consent by any agency, bureau, court, or other third party, governmental or nongovernmental (except any consents that have been obtained), is required for Tenant to execute and deliver this Certificate.

Tenant acknowledges and consents that this Certificate, may, as of the Effective Date only, be relied upon by, and shall benefit, only: (a) Landlord or any prospective purchaser of Landlord's interest in the Premises; (b) any Fee Mortgagee or a mezzanine lender providing financing or preferred equity to Landlord's direct or indirect owners; (c) any title insurance company insuring anyone referred to in clause "a" or clause "b"; (d) any future Fee Mortgagee or mezzanine lender providing financing or preferred equity to Landlord's direct or indirect owners; (e) any rating agency, issuer, trustee, or servicer in any securitization that includes Fee

⁸ Include any relevant Lease dates to the extent any party requests.

⁹ Include if applicable.

¹⁰ Copy this paragraph for any additional SNDA's in place.

Mortgagee's Mortgage; and (f) the successors and assigns of (and counsel to) all the foregoing. This Certificate shall bind Tenant and its representatives, successors, and assigns.

TENANT

375 LAFAYETTE GROUND LESSEE LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Attachments:

Exhibit A – Description of the Premises

EXHIBIT A

Description of the Premises

PARCEL A (LOT 17):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Lafayette Street with the northerly side of Great Jones Street; and

RUNNING THENCE northerly along the said easterly side of Lafayette Street, 77 feet 6 inches;

THENCE easterly parallel with the northerly side of Great Jones Street, 120 feet;

THENCE southerly parallel with Lafayette Street, 77 feet 6 inches to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street, 120 feet to the point or place of BEGINNING.

PARCEL B (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street distant 145 feet 4 inches easterly from the northeasterly corner of Great Jones Street and Lafayette Place;

THENCE northerly parallel with Lafayette Place 90 feet;

THENCE easterly parallel with Great Jones Street 22 feet;

THENCE southerly parallel with Lafayette Place and part of the way through a party wall 90 feet to the northerly side of Great Jones Street; and

THENCE westerly along the northerly side of Great Jones Street 22 feet to the point or place of BEGINNING.

PARCEL C (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street distant 167 feet 4 inches easterly from the easterly side of Lafayette Place;

RUNNING THENCE northerly parallel with the easterly side of Lafayette Place and part of the way through a party wall 90 feet;

THENCE easterly parallel with Great Jones Street 3 feet 4 inches;

THENCE northerly parallel with the easterly side of Lafayette Place 10 feet;

THENCE easterly parallel with Great Jones Street 16 feet 8 inches;

THENCE southerly parallel with the easterly side of Lafayette Place and part of the way through a party wall 100 feet to the northerly side of Great Jones Street; and

THENCE westerly along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL D (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street, distance 187 feet 4 inches easterly from the northeasterly corner of Lafayette Place and Great Jones Street;

RUNNING THENCE northerly through a party wall and parallel with Lafayette Place 100 feet;

THENCE easterly parallel with Great Jones Street 20 feet;

THENCE southerly and through a party wall and parallel with Lafayette Place 100 feet to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL E (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street at the center of a party wall between Nos. 36 and 38 Great Jones Street such point being distant 207 feet 1-1/2 inches more or less easterly from the corner formed by the intersection of the northerly side of Great Jones Street and the easterly side Of Lafayette Place;

RUNNING THENCE easterly along the northerly side of Great Jones Street 19 feet 11-1/4 inches more or less to the westerly side of land of John M. Knox, known as #40 Great Jones Street;

THENCE northerly along the westerly side of land of John M. Knox and the westerly side of land adjoining said Knox on the North 100 feet 3 inches more or less;

THENCE westerly 19 feet 5 inches more or less to a line formed by protracting a line from the point of beginning northerly through the center of said party wall;

THENCE southerly along the last mentioned line and through the center of said party wall between the premises herein and the premises adjoining on the West known as 36 Great Jones Street 100 feet 3 inches more or less to the point or place of BEGINNING.

LOT 56

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street, distant 119 feet 5 inches easterly from the northeast corner of Lafayette Place (now street) and Great Jones Street;

RUNNING THENCE northerly and parallel with Lafayette Street, 100 feet;

THENCE easterly and parallel with Great Jones Street, 25 feet 8 inches;

THENCE southerly and parallel with Lafayette Street, 100 feet to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street, 25 feet 8 inches to the point or place of BEGINNING.

FOR CONVEYANCING ONLY, IF INTENDED TO BE CONVEYED: TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF, IN AND TO ANY STREETS, ROADS, OR AVENUES ABUTTING THE ABOVE DESCRIBED PREMISES, TO THE CENTER LINE THEREOF.

FORM OF SUBTENANT ESTOPPEL CERTIFICATE

THIS SUBTENANT ESTOPPEL CERTIFICATE (this “Certificate”) is delivered as of _____, 20____ (the “Effective Date”), by _____, a _____ (“Subtenant”), to **375 LAFAYETTE STREET PROPERTIES, L.P.**, a Delaware limited partnership, successor by merger to 375 Lafayette Street Properties, LLC, a New York limited liability company and **SP GREAT JONES LLC**, a New York limited liability company (together, “Landlord”).

Subtenant delivers this Certificate based on these facts:

A. Landlord owns the real property described in **Exhibit A** (the “Premises”).

B. Landlord or its predecessor in interest has leased the Premises to _____, a _____, having an address at _____ (“Tenant”) under the Ground Lease dated _____, 2025 between Landlord and Tenant (as amended, renewed, extended, or otherwise changed from time to time by agreement between Landlord and Tenant, the “Ground Lease”).

C. By sublease dated as of _____ (as amended only on _____ and _____ the “Sublease”), Tenant demised to Subtenant the part of the Premises shown in **Exhibit B** (the “Subpremises”).

NOW, THEREFORE, Subtenant certifies, acknowledges, and agrees, in each case only as of the Effective Date (for purposes of which, any: (i) blank space means “NO EXCEPTIONS”; (ii) Section number refers to the Lease; and (iii) terms not defined in this Certificate are defined in the Ground Lease):

21. Subtenant SNDA Status. [Subtenant is not a party to any Subtenant SNDA.] [Subtenant is a party to a Subtenant Subordination, Nondisturbance, Recognition, and Attornment Agreement dated _____ [(as amended only on _____ and _____)]¹¹ between Landlord and Subtenant (the “Subtenant SNDA”). A copy of the Subtenant SNDA is attached as **Exhibit C**. The Subtenant SNDA is: (a) in full force and effect; (b) has not been amended, canceled, modified, supplemented, surrendered, terminated, or waived, in whole or part, orally or in writing, except as the definition of “Subtenant SNDA” states; and (c) is a binding obligation of Subtenant, subject to the terms and conditions of the Subtenant SNDA.]

22. Sublease Status. The Sublease: (a) is in full force and effect; (b) has not been amended, canceled, modified, supplemented, surrendered, terminated, or waived, in whole or part, orally or in writing, except as the definition of “Sublease” states; (c) represents the entire agreement between Subtenant and Tenant about the Subpremises; and (d) is a binding obligation of Subtenant, subject to the terms and conditions of the Sublease. All conditions to effectiveness of the Sublease have been met [except _____].

¹¹ If applicable.

23. Payments. Subtenant has paid all fixed subrent under the Sublease through and including the payment that was due on _____, 2____.

24. Date Confirmation. These dates under the Sublease were, are or will be:

a. _____, _____, 2____.¹²

25. No Tenant Default. To Subtenant's knowledge, Tenant is not in default under the Sublease [except _____]. Subtenant has given Tenant no notice of any uncured default under the Sublease [except _____]. Subtenant has commenced no legal proceeding against Tenant [except _____].

26. Notice Address. Subtenant's notice address (including the address of any required copy recipients) is: _____.

27. Due Authorization, Execution, and Delivery. Subtenant is duly authorized to execute, and has duly executed and delivered, this Certificate. No consent by any agency, bureau, court, or other third party, governmental or nongovernmental (except any consents that have been obtained), is required for Tenant to execute and deliver this Certificate.

Subtenant acknowledges and consents that this Certificate, may, as of the Effective Date only, be relied upon by, and shall benefit, only: (a) Landlord or any prospective purchaser of Landlord's interest in the Premises; (b) any current or prospective (or any prospective assignee of any) Fee Mortgagee or mezzanine lender providing financing or preferred equity to Landlord's direct or indirect owners; (c) any title insurance company insuring anyone referred to in clause "a" or clause "b"; (d) any rating agency, issuer, trustee, or servicer in any securitization that includes Fee Mortgagee's Mortgage; and (e) the successors and assigns of all the foregoing. This Certificate shall bind Subtenant and its representatives, successors, and assigns.

[Signature on Next Page]

¹² Include any relevant Sublease dates (e.g., commencement date) to the extent any party requests.

SUBTENANT

_____, a _____

By: _____

Name: _____

Title: _____

Attachments:

Exhibit A – Description of the Premises

Exhibit B – Description of the Subpremises

[Exhibit C – Copy of Subtenant SNDA]

EXHIBIT A

Description of the Premises

PARCEL A (LOT 17):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Lafayette Street with the northerly side of Great Jones Street; and

RUNNING THENCE northerly along the said easterly side of Lafayette Street, 77 feet 6 inches;

THENCE easterly parallel with the northerly side of Great Jones Street, 120 feet;

THENCE southerly parallel with Lafayette Street, 77 feet 6 inches to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street, 120 feet to the point or place of BEGINNING.

PARCEL B (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street distant 145 feet 4 inches easterly from the northeasterly corner of Great Jones Street and Lafayette Place;

THENCE northerly parallel with Lafayette Place 90 feet;

THENCE easterly parallel with Great Jones Street 22 feet;

THENCE southerly parallel with Lafayette Place and part of the way through a party wall 90 feet to the northerly side of Great Jones Street; and

THENCE westerly along the northerly side of Great Jones Street 22 feet to the point or place of BEGINNING.

PARCEL C (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street distant 167 feet 4 inches easterly from the easterly side of Lafayette Place;

RUNNING THENCE northerly parallel with the easterly side of Lafayette Place and part of the way through a party wall 90 feet;

THENCE easterly parallel with Great Jones Street 3 feet 4 inches;

THENCE northerly parallel with the easterly side of Lafayette Place 10 feet;

THENCE easterly parallel with Great Jones Street 16 feet 8 inches;

THENCE southerly parallel with the easterly side of Lafayette Place and part of the way through a party wall 100 feet to the northerly side of Great Jones Street; and

THENCE westerly along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL D (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street, distance 187 feet 4 inches easterly from the northeasterly corner of Lafayette Place and Great Jones Street;

RUNNING THENCE northerly through a party wall and parallel with Lafayette Place 100 feet;

THENCE easterly parallel with Great Jones Street 20 feet;

THENCE southerly and through a party wall and parallel with Lafayette Place 100 feet to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street 20 feet to the point or place of BEGINNING.

PARCEL E (PART OF LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street at the center of a party wall between Nos. 36 and 38 Great Jones Street such point being distant 207 feet 1-1/2 inches more or less easterly from the corner formed by the intersection of the northerly side of Great Jones Street and the easterly side Of Lafayette Place;

RUNNING THENCE easterly along the northerly side of Great Jones Street 19 feet 11-1/4 inches more or less to the westerly side of land of John M. Knox, known as #40 Great Jones Street;

THENCE northerly along the westerly side of land of John M. Knox and the westerly side of land adjoining said Knox on the North 100 feet 3 inches more or less;

THENCE westerly 19 feet 5 inches more or less to a line formed by protracting a line from the point of beginning northerly through the center of said party wall;

THENCE southerly along the last mentioned line and through the center of said party wall between the premises herein and the premises adjoining on the West known as 36 Great Jones Street 100 feet 3 inches more or less to the point or place of BEGINNING.

LOT 56

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Great Jones Street, distant 119 feet 5 inches easterly from the northeast corner of Lafayette Place (now street) and Great Jones Street;

RUNNING THENCE northerly and parallel with Lafayette Street, 100 feet;

THENCE easterly and parallel with Great Jones Street, 25 feet 8 inches;

THENCE southerly and parallel with Lafayette Street, 100 feet to the northerly side of Great Jones Street;

THENCE westerly along the northerly side of Great Jones Street, 25 feet 8 inches to the point or place of BEGINNING.

FOR CONVEYANCING ONLY, IF INTENDED TO BE CONVEYED: TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF, IN AND TO ANY STREETS, ROADS, OR AVENUES ABUTTING THE ABOVE DESCRIBED PREMISES, TO THE CENTER LINE THEREOF.

EXHIBIT B

Description of the Subpremises

[EXHIBIT C]

[Copy of Subtenant SNDA]

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 14th day of October 2025, by and between 375 LAFAYETTE STREET PROPERTIES, L.P. and SP GREAT JONES LLC ("**Grantors**") and 375 LAFAYETTE GROUND LESSEE LLC ("**Grantee**").

WHEREAS, Grantors are the owners of real property located at (i) 375 Lafayette Street, (ii) 30 Great Jones Street, and (iii) 32-38 Great Jones Street, New York, New York 10003 ("**Grantors' Property**"); and

WHEREAS, Grantors and Grantee entered into a Ground Lease dated June 12, 2025 (the "**Ground Lease**"), which includes an Interim Period commencing from June 12, 2025 until the Commencement Date as defined in the Ground Lease (the "**Interim Period**"); and

WHEREAS, during the Interim Period, Grantors expect to continue to operate the parking lot at Grantors' Property, and Grantee's access to Grantors' Property is limited to activities reasonably necessary for inspection, measurement, and assessment of site conditions; and

WHEREAS, Grantee has applied to have Grantors' Property accepted into the New York State Brownfield Cleanup Program (the "**BCP**"); and

WHEREAS, following admission of Grantors' Property to the BCP but before the Commencement Date, Grantee may require access to Grantors' Property to carry out investigatory, remedial and other related tasks required by the BCP (collectively, the "**Work**"); and

WHEREAS, Grantors desire to grant Grantee such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors and Grantee agree as follows:

1. Subject to the terms and conditions of this Agreement and subject to the compliance by Grantee and its successors and assigns with all the terms, covenants and conditions to be performed by Grantee herein, Grantors hereby grant reasonable access and a license upon, into, under or through Grantors' Property for the purpose of the entry thereon by Grantee, its agents, employees, architects, engineers, contractors and consultants (collectively, the "**Grantee Related Parties**" and each a "**Grantee Related Party**"), vehicles, equipment and materials required by Grantee to implement a work plan approved pursuant to any Brownfield Cleanup Agreement entered into between Grantee and the New York State Department of Environmental Conservation pursuant to the BCP. Grantors have made no representations or warranties regarding either the physical condition of Grantors' Property or the presence or absence of conditions that might pose a danger to persons entering thereon; and Grantee has knowingly and intentionally assumed, for itself and for the Grantee Related Parties, all risk of loss or injury that might occur during the Work as a result of any conditions at the Grantors' Property or otherwise, except if caused by the negligence and/or willful misconduct of Grantors.

2. Grantee Related Parties shall perform the Work in a workmanlike manner, in accordance with industry standards and in accordance with applicable laws, rules and regulations. Grantee Related Parties shall comply with Grantors' reasonable requirements on security, access, scheduling, site protection, and similar matters, but Grantors' issuance of such requirements shall not be deemed to impose any liability or obligations on Grantors. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantors, their agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantors' Property during the performance of the Work; provided, however, that the parties shall cooperate to enable the Work to be performed. The Grantee shall coordinate with Grantors' location manager with respect to the means, methods, specific locations and the timing of performance of the Work and shall use commercially reasonable efforts not to interfere unreasonably with Grantors' business or the quiet enjoyment of Grantors' Property by the Grantors and any tenants or licensees thereof. Grantee and the Grantee Related Parties shall, during the performance of the Work, take and shall adhere strictly to all precautions necessary to ensure, and shall be responsible for ensuring, the health, safety and welfare of all persons and property properly entering or surrounding the Work area where and when Grantee or Grantee Related Parties are directly performing Work. The provisions of this paragraph shall include but not be limited to Grantee Related Parties' responsibility for the health, safety and welfare of the residents, tenants, customers and invitees of Grantors' Property, Grantee Related Parties' employees and any contractors' employees during the implementation of the Work. Grantee acknowledges and agrees that Grantors have no responsibility to provide Grantee Related Parties with a safe working environment and that Grantors have no responsibility for or control over the Grantee Related Parties' services that may be performed at Grantors' Property.

3. Grantors agree to: (a) place an environmental easement pursuant to Article 71, Title 36 of the Environmental Conservation Law ("ECL") on Grantors' Property, should an environmental easement be deemed necessary by the New York State Department of Environmental Conservation as an element of the site remediation under the BCP, and (b) record such environmental easement with the Office of the City Register of New York City. Any such easement must: (x) be in ordinary and customary form for similar environmental easements as required for the BCP and (y) accurately and completely state the necessary identifying information for Grantors and Grantors' Property. For purposes of the Ground Lease, any easement this paragraph requires shall be deemed to constitute a Construction Easement that the Lease required.

4. All of the activities contemplated by this Agreement shall be performed at Grantee's sole cost and expense.

5. Grantee shall provide reasonable notice to Grantors, including copies of any approved work plans, but in no event less than ten (10) business days prior to Grantee's need for access to Grantors' Property to perform the Work, provided, however, that shorter notice may be required in the event of an emergency. During the Interim Period, Grantee shall ensure that the Work minimizes interference with Grantors' business at Grantors' Property at all times; provided, however, the parties acknowledge that the Work may require temporary interruption of services with respect to certain parking lifts. In no event shall Grantee's Work during the Interim Period require the removal or permanent relocation of Grantors' parking lifts. During the Interim Period, any temporary relocation of Grantors' parking lifts must (at Grantor's option) include the relocation of the parking lift(s) back to their original locations and be accomplished diligently and in a manner and to a temporary location reasonably satisfactory to Grantor.

6. Grantee shall be responsible for obtaining all federal, state or local governmental approvals and providing all notices in relation to the Work. Upon Grantor's written request, Grantee shall deliver Grantor copies of such approvals and notices within five (5) business days.

7. In the event that any mechanic's or other lien is filed against Grantors' Property as a result of the Work, Grantee shall cause such lien to be discharged of record by payment, bonding or otherwise within twenty (20) days after receipt of notice thereof, and further agrees to indemnify, defend and hold harmless Grantors against liability, loss, damage, cost or expenses (including, without limitation, reasonable attorneys' fees and costs) on account of such lien.

8. In the event that any violation is noted or issued against Grantors or Grantors' Property as a result of the Work or any condition created by or resulting from the Work (each, a "**Violation**"), Grantee shall, within thirty (30) days of receiving notice thereof (or such shorter period as may be required by such notice or by law or the Ground Lease), at its sole cost and expense, correct the condition giving rise to such Violation, and diligently pursue and cause the discharge of record of each Violation. Grantee shall indemnify and hold Grantors harmless from and against all costs, losses and expenses, including fines, penalties, cure costs, and reasonable attorneys' fees, arising out of or resulting from any Violation or the defense or resolution thereof.

9. To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantors and their officers, directors, principals, members, shareholders, agents, and employees (collectively, the "**Grantor Parties**" and each a "**Grantor Party**") from and against any and all claims, liabilities, damages, judgments, losses and expenses (collectively, the "**Claims**"), including, without limitation, reasonable attorney's fees and court costs incurred in connection with any such Claim and/or in any action to enforce the obligation to indemnify contained in this paragraph, by the Grantor Parties due to (i) any negligent acts or omission of Grantee in the performance of the Work; and (ii) any damage to persons or property caused by any Grantee Related Party in connection with the Work or access to the Property granted herein. This indemnity shall not apply to any Claim to the extent caused by the negligence or willful misconduct of a Grantor Party. Grantor Parties shall provide Grantee with prompt written notice of any Claim and reasonably cooperate in the defense or settlement of any such Claim. In Claims against any person or entity indemnified under this paragraph by an employee of Grantee, a Grantee Related Party or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Grantee or a Grantee Related Party under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

10. All Grantee Related Parties entering upon Grantors' Property shall maintain in full force and effect insurance in accordance with the requirements set forth on Exhibit A attached hereto.

11. If upon completion of the Work, the Commencement Date has not yet occurred, Grantee and/or Grantee Related Parties shall (as a further Early Termination Additional Condition under the Ground Lease) promptly remove all materials, return all parking lifts to their original locations (if Grantor requires that by notice within a reasonable time after completion of the Work), and restore Grantors' Property to substantially the condition it was in prior to such activities, ensuring that all repaired surfaces are level and safe for pedestrians and vehicles, subject to any

required institutional controls. This obligation shall remain in effect throughout the Interim Period until the Commencement Date.

12. This Agreement shall remain in effect for the duration of the Ground Lease. Nothing in this Agreement limits any obligation of any Grantee Related Party under the Ground Lease, all of which are cumulative.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the Supreme Court, State of New York. In the event of any litigation over this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

14. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. Signatures may be delivered electronically through the exchange of .pdf documents and such signatures shall be treated as the original thereof.

IN WITNESS WHEREOF, this Agreement has been executed by Grantors and Grantee and is effective as of the date set forth above.

GRANTORS:

GRANTEE:

375 LAFAYETTE STREET PROPERTIES,
L.P., a Delaware limited partnership

375 LAFAYETTE GROUND LESSEE
LLC, a Delaware limited liability company

By: EDISON PARKING CORPORATION,
a New Jersey corporation, its General
Partner

By: 

Name: JOSEPH M. GUB

Title: AUTHORIZED SIGNATORY

By: 

Name: Joe Davis

Title: Executive Vice President

SP GREAT JONES LLC, a New York
limited liability company

By: EDISON PARKING CORPORATION,
a New Jersey corporation, its Manager

By: 

Name: Joe Davis

Title: Executive Vice President

AGREEMENT AND ACKNOWLEDGEMENT

CONTRACTOR HEREBY ACKNOWLEDGES AND AGREES AS OF THE 14th DAY OF October, 2025 TO BE BOUND BY SECTIONS 9 AND 10 HEREIN AND EXHIBIT A HERETO, WITH RESPECT TO ITS WORK ON THE GRANTORS' PROPERTY. FOR THE AVOIDANCE OF DOUBT, BY ACKNOWLEDGING SECTION 9, CONTRACTOR IS NOT ASSUMING ANY INDEMNIFICATION OR DEFENSE OBLIGATIONS DESCRIBED IN THAT SECTION 9:

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

By: 

Name: Brian Gochenaur, QEP

Title: Associate Principal

EXHIBIT A

Grantee's Insurance Obligations

Capitalized terms used in this Exhibit shall have the meanings ascribed to such terms in the Agreement to which this Exhibit is attached.

CERTIFICATE HOLDER: EDISON PROPERTIES, LLC
110 EDISON PLACE, SUITE 300
NEWARK, NJ 07102

GRANTEE: As set forth in the Agreement

I. Insurance Requirements

A. Commercial General Liability (ISO Form or Equivalent):

A. Limits: \$1,000,000 per occurrence, \$2,000,000 aggregate. The aggregate limit must be written on a "per project" or "per location" basis.

B. Additional Insureds: **375 Lafayette Street Properties, LP; SP Great Jones, LLC; Edison NY Parking, LLC; Edison Properties, LLC; Edison Construction Management, LLC; Edison Parking Corporation;** and all officers, employees, affiliates, agents and/or consultants representing or working for the above at the Property; and all successors and assigns of the above.

(a) Coverage: Property Damage, Bodily Injury, Contractual Liability, Products Liability, and Completed Operations.

(b) Occurrence form.

(c) No cancellation without adequate substitution before cancellation.

(d) Grantee's policy must include a complete "waiver of subrogation" provision in favor of Grantor and all Additional Insureds and their respective members, officers, directors, employees, agents and servants, and be documented on the insurance certificate required under II(F) below.

(e) Grantee's coverage provided under the General Liability form must contain Contractual Liability coverage for liability assumed by the Grantee under a written contract both without exclusion, exception or limitation with respect to any New York Labor Law (or similar or related) claims or "third-party over" actions with respect to liability resulting from any claims by employees of the Grantee or any of its subcontractors against any Additional Insured. There shall be no restrictions relative to Contractual Liability coverage and the

assumption of liability, as set forth anywhere in this contract, by the Grantee on behalf of Grantor, any Additional Insured or any other entity referred to in the contract in reference to such assumption of liability resulting from claims by employees of the Grantee.

B. Auto Liability

1. Limits: \$1,000,000
2. Additional Insureds: Same as A(2) above.
3. Coverage: All vehicles used by Grantee, its servants, agents and subcontractors and suppliers on job site.

C. Worker's Compensation and Employer's Liability

1. \$1,000,000 (Statutory Requirements).
2. Policy must include a complete "waiver of subrogation" provision in favor of Grantor and all Additional Insureds and their respective members, officers, directors, employees, agents and servants, and be documented on the insurance certificate required under II(F) below.

D. Umbrella Liability

1. Limits: \$5,000,000 per occurrence, \$5,000,000 aggregate.
2. Additional Insureds: Same as A(2) above.
3. Must follow the form of the underlying primary insurance, including coverage on a Primary and Non-Contributory basis.

II. Other Insurance and Contractual Requirements

A. All insurance companies shall be "A- VII" rated or better and licensed and admitted to do business in the state of New York (or otherwise through duly licensed excess & surplus lines intermediaries).

B. In the event that the Grantee uses subcontractors, the Grantee shall impose the same requirements as set forth herein on such subcontractors. If any such subcontractor shall fail to or cannot comply, Grantee assumes responsibility for the insurance and indemnification requirements of such subcontractor as contemplated by this Exhibit A and/or elsewhere in this Agreement.

C. ADDITIONAL INSURED ENDORSEMENT/PRIMARY & NON-CONTRIBUTING - Grantor, all Additional Insureds listed above, and all other parties required by Grantor, shall be included as insureds on the CGL using ISO Additional Insured Endorsement CG 20 26 or an

endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Grantee and there shall be no exclusion, exception or limitation with respect to New York Labor Law (or similar or related) claims or "third-party over" actions. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds.

D. CERTIFICATES OF INSURANCE – Grantee, and any subcontractor, shall, upon execution of this Agreement, submit a certificate(s) documenting all of the policies, coverages, limits, Additional Insureds and other requirements indicated in this Exhibit A and this Agreement. The certificate(s) must include as an addendum a copy of all policy endorsements supporting the Additional Insured and the required waivers of subrogation. The required insurance policies shall, where commercially available, provide for notifying Grantor at least thirty (30) days in advance of any policy expiration, non-renewal or material modification, and for sending a renewal certificate upon the expiration of any policy.

E. WAIVER OF SUBROGATION - Any policy of insurance covering Grantee's tools, equipment or facilities against loss of physical damage shall provide for a complete waiver of subrogation against Grantor and all other Additional Insureds and their respective members, officers, directors, employees, agents and servants.

F. OCCURRENCE BASIS – All CGL and umbrella or excess insurance policies shall be written on an occurrence basis.

ATTACHMENT H

SECTION XII: SITE CONTACT LIST

Item 1 – Chief Executive Officer and Planning Board

Chief Executive Officer

Eric Adams
City Hall
250 Broadway Avenue
New York, NY 10007

Mayor's Office of Environmental Coordination

Hilary Semel, Director
100 Gold Street - 2nd Floor
New York, NY 10038

Mayor's Office of Environmental Remediation

Shaminder Chawla, Director
100 Gold Street - 2nd Floor
New York, NY 10038

New York City Planning Commission

Dan Garodnick, Director
Department of City Planning
120 Broadway, 31st Floor
New York, NY 10271

Borough of Manhattan, Borough President

Mark Levine
The David N. Dinkins Municipal Building
1 Centre Street, 19th Floor
New York, NY 10007

Item 2 - Residents, Owners, and Occupants, of the Property and Adjacent Properties

Residents, owners, and occupants of the site and properties adjacent to the site

Current Property Owner and Contact Information

Lots 17 and 52

375 Lafayette Street Properties, LP
Attn: Robert Scharf
c/o Edison Properties LLC
110 Edison Place, Suite 300
Newark, NJ 07102
973-849-2592
robertsc@edprop.com

Lot 56

SP Great Jones, LLC
Attn: Robert Scharf
c/o Edison Properties LLC
110 Edison Place, Suite 300
Newark, NJ 07102
973-849-2592
robertsc@edprop.com

Adjacent properties include:

Robert Raushenberg Foundation
381 Lafayette Street
New York, NY 10002

New York University
70 Washington Square South
New York, NY 10012

28 East Fourth Street Housing
c/o The Andrews Organization
666 Broadway, 12th Floor
New York, NY 10012

22 BNDO LLC
25 Great Jones Street
New York, NY 10002

40 Great Jones Corp.
40 Great Jones Street
New York, NY 10012

27 Great Jones Condominiums
27 Great Jones Street
New York, NY 10002

Unknown Owner
380 Lafayette Street
New York, NY 10002

Great Jones Street Realty
31 Great Jones Street
New York, NY 10002

363 Lafayette LLC
363 Lafayette Street
New York, NY 10002

Great Jones Street Property, LLC
c/o DIB Development
251 53rd Street
Brooklyn, NY 11220

Great Jones Current Project Inc.
c/o Ms. Emily Klainberg
39 Great Jones Street
New York, NY 10012

Barbara Hauser
32 East 4th Street, Apt. 1
New York, NY 10003

Item 3 – Local News Media

Local news media from which the community typically obtains information

Spectrum News
420 Lexington Avenue
New York, NY 10171
(212) 986-1270

PIX11
220 East 42nd Street
New York, NY 10017
(212) 949-1100

New York Daily News
220 E 42nd Street
New York, NY 10017
(212) 210-6397

The Villager (Schneps Media)
15 MetroTech Center
Brooklyn, NY 11201
(718) 260-2500

Item 4 - Public Water Supply

The responsibility for supplying water in New York City is shared between the NYC Department of Environmental Protection (NYCDEP), the Municipal Water Finance Authority, and the New York City Water Board. The site is situated in an area that receives potable water from the Croton Systems, located in Westchester, Putnam, and Dutchess Counties.

New York City Department of Environmental Protection

Rohit T. Aggarwala, Commissioner
59-17 Junction Boulevard
Flushing, NY 11373

New York City Municipal Water Finance Authority

David Womack, Chief Executive Officer
255 Greenwich Street, 6th Floor
New York, NY 10007

New York City Water Board

Alfonso L. Carney, Jr. - Chair
Department of Environmental Protection
59-17 Junction Boulevard, 8th Floor
Flushing, NY 11373

Item 5 - Request for Contact

We are unaware of any requests for inclusion on the contact list.

Item 6 - Schools and Day Care Facilities

There are no schools or day care facilities located on the site. The following are schools or day care facilities located within ½ mile of the site:

Bright Horizons at NoHo

(about 0.1 miles north of the site)
No contact available
704 Broadway
New York, NY 10003
(646) 677-8570

NY Preschool - Greenwich Village

(about 0.4 miles north of the site)
No contact available
11 5th Avenue
New York, NY 10003
(646) 465-7111

New York University

(about 0.1 miles northeast of the site)
Linda G. Mills, President
4 Washington Place #424
New York, NY 10003
(212) 998-7700

StarChild

(about 0.5 miles east of the site)
Futoshi Mukai, Principal
435 East 6th Street
New York, NY 10009
(646) 509-0140

**University Settlement's Creative Steps
Early Childhood Center**

(about 0.2 miles east of the site)
Alice James, Education Director
4 Washington Square Village #1D
New York, NY 10012
(212) 982-2273

**St. John's University – Manhattan
Campus**

(about 0.2 miles northeast of the site)
Rev. Brian J. Shanley, President
101 Astor Place
New York, NY 10003
(718) 990-2000

LAC Early Childhood Center

(about 0.4 miles northwest of the site)
Lisa Pacheco, Director
2 5th Avenue
New York, NY 10011
(212) 828-3975

LREI Lower and Middle School

(about 0.5 miles west of the site)
Philip Kassen, Director
272 6th Avenue
New York, NY 10014
(212) 477-5316

Grace Church School

(about 0.3 miles to the north of the site)
Robbie Pennoyer, Head of School

**Learning and Fun Daycare at St. George
Academy**

(about 0.2 miles to the northeast of the site)
No Contact Available

86 4th Avenue
New York, NY 10003
(212) 475-5609

M363 The Neighborhood School

(about 0.4 miles to the southeast of the site)
Dyanthe Spielberg, Principal
121 East 3rd St
New York, NY 10009
(212) 387-0195

The Cooper Union

(about 0.1 miles northeast of the site)
Steven W. McLaughlin, President
30 Cooper Square
New York, NY 10003
(212) 353-4100

Mott Street OAC

(about 0.5 miles south of the site)
William N. Hubbard III, Chairman
180 Mott Street
New York, NY 10012
(212) 966-5460

BRC Senior Services Center

(about 0.5 miles southeast of the site)
No Contact Available
30 Delancey St
New York, NY 10002
(212) 533-2020

Third Street Preschool

(about 0.4 miles northeast of the site)
Debra Frankel, Director
235 East 11th Street
New York, NY 10003
(212) 777-3240

215 East 6th Street
New York, NY 10003
(212) 505-3695

Manhattan School

(about 0.5 miles northwest of the site)
No Contact Available
12 West 12th Street
New York, NY 10011
(212) 691-4135

La Petite École

(about 0.5 miles north of the site)
No Contact Available
7 West 10th Street
New York, NY 10011
(646) 504-9694

P.S. 019 East Village Community School

(about 0.5 miles to the northeast of the site)
Bradley Goodman, Principal
185 1st Avenue
New York, NY 10003
(212) 533-5340

**University Settlement Village View NORC
Older Adults Center**

(about 0.4 miles southeast of the site)
Benjamin Schall, President
94 East 1st Street
New York, NY 10009
(212) 475-0150

George Jackson Academy

(about 0.4 miles east of the site)
Ramón Javier, Head of School
104 St Marks Place
New York, NY 10009
(212) 228-6789

Grace Church School – High School Campus

(about 0.1 miles northeast of the site)
Robbie Pennoyer, Head of School
46 Cooper Square
New York, NY 10003
(212) 475-5610

LaSalle Academy High School

(about 0.3 miles southeast of the site)
Candace Hammonds, President
44 East 2nd Street
New York, NY 10003
(212) 475-8940

Manhattan School for Career Development

(about 0.3 miles east of the site)
Ewa Asterita, Principal
113 East 4th Street
New York, NY 10003
(212) 477-2090

M586 Harvey Milk High School

(about 0.2 miles north of the site)
Mark Jabir, Principal
2 Astor Place, 3rd Floor
New York, NY 10003
(212) 477-1555

Forsyth Satellite Academy

(about 0.4 miles southeast of the site)
Samantha Pritchard, Principal
198 Forsyth Street
New York, NY 10003
(212) 677-8900

P.S. 63 The STAR Academy

(about 0.4 miles east of the site)
David Gonzalez, Principal
121 East 3rd Street
New York, NY 10009
(212) 674-3180

University Settlement Early Head Start

(about 0.5 miles southeast of the site)
Melissa Aase, Chief Executive Officer
184 Eldridge Street
New York, NY 10002
(212) 453-4581

Item 7 - Document Repository

A letter was sent to and received from the following sources, acknowledging that they agree to act as a document repository for documents generated under the New York State Department of Conservation (NYSDEC) Brownfield Cleanup Program (BCP):

Mulberry Street Public Library

Community Library Manager
10 Jersey Street
New York, NY 10012
(212) 966-3424

Hours

Monday and Wednesday:	11 AM – 7 PM
Tuesday and Thursday:	10 AM – 7 PM
Friday and Saturday:	10 AM – 5 PM
Sunday:	Closed

Manhattan Community Board 2

Mark Diller – District Manager
3 Washington Square Village, #1A
New York, NY 10012
(212) 979-2272
MaDiller@cb.nyc.gov

Hours

Monday through Friday:	10 AM – 6 PM
Saturday and Sunday:	Closed

July 11, 2025

Mulberry Street Library
10 Jersey Street
New York, NY 10012
(212) 966-3424

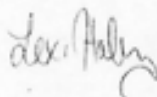
**Re: Brownfield Cleanup Program Application
375 Lafayette Street
375 Lafayette Street (Block 531, Lots 17, 52, and 56)
New York, NY 10003**

To Whom it May Concern:

We represent 375 Lafayette Ground Lessee LLC in their anticipated New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) application for the above-referenced site at 375 Lafayette Street in New York, New York. It is an NYSDEC requirement that we supply them with a letter certifying that the local library is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. Please sign below if you are able to certify that your library would be willing and able to act as the public repository for this BCP project.

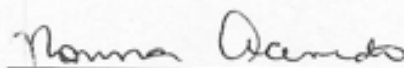
Sincerely,

**Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.**

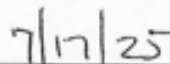


Lexi Haley
Project Engineer

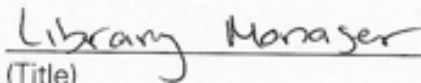
Yes, Mulberry Street Public Library is willing and able to act as a public repository on behalf of 375 Lafayette Ground Lessee LLC in their cleanup of 375 Lafayette Street under the NYSDEC BCP.



(Name)



(Date)



(Title)

July 11, 2025

Manhattan Community Board 2
Mark Diller, District Manager
3 Washington Square Village, #1A
New York, NY, 10012
(212) 979-2272

**Re: Brownfield Cleanup Program Application
375 Lafayette Street
375 Lafayette Street (Block 531, Lots 17, 52, and 56)
New York, NY 10003**

To Mark Diller:

We represent 375 Lafayette Ground Lessee LLC in their anticipated New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) application for the above-referenced site at 375 Lafayette Street in New York, New York. It is an NYSDEC requirement that we supply them with a letter certifying that the local community board is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. Please sign below if you are able to certify that the Manhattan Community Board 2 would be willing and able to act as the public repository for this BCP project.

Sincerely,

**Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.**



Lexi Haley
Project Engineer

Yes, the Manhattan Community Board 2 is willing and able to act as a public repository on behalf of 375 Lafayette Ground Lessee LLC in their cleanup of 375 Lafayette Street under the NYSDEC BCP.

MARK DILLER
(Name)

17 July 2025
(Date)

DISTRICT MANAGER
(Title)