

above described real property or any part thereof including, but without limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pipes, pumps, heaters, tanks, dynamos, motors, generators, switchboards, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air cooling and air conditioning apparatus, gas and electric fixtures, elevators, escalators and radiators, and all other building service equipment used or procured for use in connection with the operation and maintenance of said buildings, excluding, however, trade fixtures, partitions, furniture, furnishings and equipment used or procured for use in connection with the operation of any business conducted on said real estate or any part thereof, whether or not affixed to said real estate. The above described building service machinery, apparatus, equipment, fittings, fixtures and other building service equipment used or procured for use in connection with the operation and maintenance of the buildings on the above described real property are hereinafter sometimes referred to as the "building service equipment."

TOEPLITZ also with all right, title and interest of Lessor as tenant under the leases (the "Ground Leases") described in Schedule A hereof covering the real property therein described.

The real property particularly described in Schedule A, with the buildings and improvements thereon erected and the building service equipment therein is hereinafter sometimes collectively referred to as the "premises" and any one or more of such tracts or parcels of the premises constituting a substantially contiguous property is sometimes hereafter referred to as a "Property". Any Property consisting of one or more tracts or parcels subject to a Ground Lease or Ground Leases and of one or more tracts or parcels held by Lessor in fee simple is herein sometimes referred to as a "Combination Property". Any Property, all or any part of which is subject to a Ground Lease or Ground Leases is herein sometimes referred to as a "Leasehold Property". Any Property entirely held in fee simple is herein sometimes referred to as a "Fee Property."

SUBJECT, HOWEVER, to Permitted Encumbrances.

TO HAVE AND TO HOLD the premises upon the terms and conditions herein set forth.

ARTICLE 2

Term

2.1. *Initial Term.* The initial term of this Lease shall run for a period commencing on the date of delivery hereof, to be evidenced by a certificate signed by Lessee and Lessor and delivered to the Mortgagee, but in any event commencing not later than April 1, 1964 and ending on the 31st day of March, 1989.

2.2. *Renewal Terms.* Lessee may, at Lessee's option, *provided* that at the date of commencement of the renewal term the Mortgage shall have been discharged of record and that Lessee is not in default under this Lease at any time when it may elect to exercise said right, extend the term hereof for five successive five-year renewal terms, by giving notice thereof in writing to the Lessor at least six months prior to the end of the term then in effect, upon all the terms and conditions (other than the provision of this Section 2.2 relating to renewal terms) set forth in this Lease, except that during each year of each such renewal term the fixed rent shall be the amount set forth in Section 3.4.

ARTICLE 3

Rent

3.1. *Fixed Rent.* Subject to the adjustments provided for in Sections 3.2 and 6.2, Lessee shall pay to Lessor, at the address of Lessor specified in or fixed in accordance with Article 24 or at such other place as Lessor directs, as not fixed rent, over and above any and all additional payments to be made by Lessee as herein provided (hereinafter sometimes referred to as the "fixed rent"), for the