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NEW YORK CITY  
INDUSTRIAL DEVELOPMENT AGENCY

AND

COMPREHENSIVE CARE MANAGEMENT CORPORATION

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LEASE AGREEMENT (GRAND FACILITY)

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Dated as of June 1, 1996

\$6,570,000  
New York City Industrial Development Agency  
Civic Facility Revenue Bonds  
(1996 Comprehensive Care Management Corporation  
Project)

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TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
ARTICLE I Definitions and Representations		
Section 1.1.	Definitions . . . . .	I-1
Section 1.2.	Construction . . . . .	I-5
Section 1.3.	Representations and Warranties by Agency . . . . .	I-5
Section 1.4.	Findings by Agency . . . . .	I-6
Section 1.5.	Representations and Warranties by Lessee . . . . .	I-6
ARTICLE II The Project		
Section 2.1.	The Project . . . . .	II-1
Section 2.2.	Completion by Lessee . . . . .	II-2
Section 2.3.	Issuance of Series 1996 Bonds . . . . .	II-4
Section 2.4.	Title Insurance . . . . .	II-4
Section 2.5.	Labeling of Facility Equipment (Grand Facility) . . . . .	II-4
ARTICLE III Lease of Grand Facility and Rental Provisions		
Section 3.1.	Lease of the Grand Facility . . . . .	III-1
Section 3.2.	Duration of Term . . . . .	III-1
Section 3.3.	Rental Provisions; Pledge of Agreement and Rent . . . . .	III-1
Section 3.4.	Obligation of Lessee Unconditional . . . . .	III-3
ARTICLE IV Maintenance, Taxes, Payments in Lieu of Taxes and Insurance		
Section 4.1.	Maintenance, Alterations and Improvements . . . . .	IV-1
Section 4.2.	Removal of Property of the Grand Facility . . . . .	IV-2
Section 4.3.	Payment in Lieu of Real Estate	

<u>Section</u>		<u>Page</u>
	Taxes . . . . .	IV-4
Section 4.4.	Taxes, Assessments and Charges . . . . .	IV-5
Section 4.5.	Insurance . . . . .	IV-6
Section 4.6.	Advances by Agency or Bondholders . . . . .	IV-9
Section 4.7.	Compliance with Law . . . . .	IV-9

ARTICLE V  
Damage, Destruction and Condemnation

Section 5.1.	Damage, Destruction and Condemnation . . . . .	V-1
--------------	---	-----

ARTICLE VI  
Particular Covenants

Section 6.1.	Dissolution or Merger of Lessee; Restrictions on Lessee . . . . .	VI-1
Section 6.2.	Indemnity . . . . .	VI-2
Section 6.3.	Compensation and Expenses of Trustee, Bond Registrar, Paying Agents and Agency . . . . .	VI-5
Section 6.4.	Retention of Title to or Interest in Grand Facility; Grant of Easements; Release of Certain Land . . . . .	VI-6
Section 6.5.	Lessee's Covenant as to Tax Exemption . . . . .	VI-7
Section 6.6.	Financial Statements; No-Default Certificates . . . . .	VI-8
Section 6.7.	Discharge of Liens . . . . .	VI-10
Section 6.8.	Agency's Authority; Covenant of Quiet Enjoyment . . . . .	VI-10
Section 6.9.	No Warranty of Condition or Suitability . . . . .	VI-11
Section 6.10.	Amounts Remaining in Funds . . . . .	VI-11
Section 6.11.	Issuance of Additional Bonds . . . . .	VI-12
Section 6.12.	Employment Information, Opportunities and Guidelines . . . . .	VI-12
Section 6.13.	Redemption Under Certain Circumstances; Special Covenants . . . . .	VI-13
Section 6.14.	Further Assurances . . . . .	VI-14
Section 6.15.	[Reserved] . . . . .	VI-15
Section 6.16.	Recording and Filing . . . . .	VI-15
Section 6.17.	Right to Cure Agency Defaults . . . . .	VI-15
Section 6.18.	Preservation of Exempt Status . . . . .	VI-15
Section 6.19.	Securities Law Status . . . . .	VI-16
Section 6.20.	Current Facility Equipment (Grand	

Section

Page

Facility) Description . . . . . VI-17

ARTICLE VII  
Events of Default; Remedies

Section 7.1. Events of Default . . . . . VII-1

Section 7.2. Remedies on Default . . . . . VII-2

Section 7.3. Reletting of Grand Facility . . . . . VII-4

Section 7.4. Remedies Cumulative . . . . . VII-4

Section 7.5. No Additional Waiver Implied by One  
Waiver . . . . . VII-4

Section 7.6. Effect on Discontinuance of  
Proceedings . . . . . VII-5

Section 7.7. Agreement to Pay Attorneys' Fees and  
Expenses . . . . . VII-5

ARTICLE VIII  
Options

Section 8.1. Options . . . . . VIII-1

Section 8.2. Conveyance on Exercise of Option to  
Purchase . . . . . VIII-4

Section 8.3. Option to Purchase or Invite Tenders  
of Bonds . . . . . VIII-4

Section 8.4. Termination of Agreement . . . . . VIII-4

Section 8.5. Recapture of Agency Benefits . . . . . VIII-4

ARTICLE IX  
Miscellaneous

Section 9.1. Indenture; Amendment . . . . . IX-1

Section 9.2. Force Majeure . . . . . IX-1

Section 9.3. Assignment or Sublease . . . . . IX-1

Section 9.4. Priority of Indenture and Agency  
Mortgage (Grand Facility) . . . . . IX-3

Section 9.5. Benefit of and Enforcement by  
Bondholders . . . . . IX-3

Section 9.6. Amendments . . . . . IX-3

Section 9.7. Notices . . . . . IX-3

Section 9.8. Prior Agreements Superseded . . . . . IX-4

Section 9.9. Severability . . . . . IX-4

Section 9.10. Inspection of Grand Facility . . . . . IX-4

Section 9.11. Effective Date; Counterparts . . . . . IX-4

Section 9.12. Binding Effect . . . . . IX-4

<u>Section</u>	<u>Page</u>
Section 9.13. Net Lease . . . . .	IX-4
Section 9.14. Law Governing . . . . .	IX-4
Section 9.15. Investment of Funds . . . . .	IX-5
Section 9.16. Investment Tax Credit . . . . .	IX-5
Section 9.17. Waiver of Trial by Jury . . . . .	IX-5
Section 9.18. Non-Discrimination . . . . .	IX-5
Section 9.19. No Recourse under This Agreement or on Bonds . . . . .	IX-6
Section 9.20. Date of Agreement for Reference Purposes Only . . . . .	IX-6

APPENDICES

- Description of Project
- Description of Facility Realty (Grand Facility)
- Description of Facility Equipment (Grand Facility)
- Schedule A - Annual Employment Report

LEASE AGREEMENT (GRAND FACILITY)

THIS LEASE AGREEMENT (GRAND FACILITY), made and entered into as of June 1, 1996, by and between NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and existing under the laws of the State of New York (the "Agency"), having its principal office at 110 William Street, New York, New York 10038, party of the first part, and COMPREHENSIVE CARE MANAGEMENT CORPORATION (the "Lessee"), a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at 612 Allerton Avenue, Bronx, New York 10467, party of the second part:

WITNESSETH:

WHEREAS, the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish land, any building or other improvement, and all real and personal properties, including but not limited to machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, industrial or civic purposes and which may include or mean an industrial pollution control facility to the end that such agencies may be able to promote, develop, encourage, assist and advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act the Agency was established by Chapter 1082 of the 1974 Laws of New York, as amended (together with the Enabling Act, the "Act"), for the benefit of The City of New York and the inhabitants thereof; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with the Lessee to induce the Lessee to commence with the acquisition, construction, renovation and equipping of two certain civic facilities within The City of New York consisting of (i) the construction of improvements to and renovations to certain leased premises, located at 654-668 Allerton Avenue, Bronx, New York (the "Allerton Facility") and at 373-375 Grand Street, New York, New York (the "Grand Facility", together

with the Allerton Facility, the "Facilities"), (ii) the acquisition and installation of machinery and equipment and other personal property in connection therewith, and (iii) upon the exercise of an option to purchase, and satisfaction of certain conditions precedent prior to October 31, 1997, the acquisition of the Facility Realty (Allerton Facility), all for use by the Lessee for the provision of services and care to frail seniors at least 55 years old who are medically eligible for a skilled nursing facility or a health-related facility, and other Medicaid-eligible persons, who are medically eligible for a skilled nursing facility, or a health-related facility (the "Project"), which Allerton Facility is to be subleased to the Agency pursuant to a Company Lease Agreement (Allerton Facility), dated as of June 1, 1996, between the Lessee and the Agency (the "Company Lease (Allerton Facility)"), and sub-subleased to the Lessee pursuant to this Lease Agreement (Allerton Facility), and which Grand Facility is to be subleased to the Agency pursuant to a Company Lease Agreement (Grand Facility), dated as of June 1, 1996, between the Lessee and the Agency (the "Company Lease (Grand Facility)"), and sub-subleased to the Lessee pursuant to a Lease Agreement, (Grand Facility), dated as of June 1, 1996, between the Lessee and the Agency (the "Lease Agreement (Grand Facility)"); and

WHEREAS, Agency financing assistance is necessary to provide employment in, and is beneficial for the economy of, The City of New York and is reasonably necessary to induce the Lessee to proceed with the Project; and

WHEREAS, pursuant to an Agreement of Lease, dated December 1, 1995, as amended by Amendments of Lease dated as of December 29, 1995 and April 2, 1996, by and between Seward Park Housing Corporation and the Lessee (the "Prime Lease (Grand Street)") the Institution leased the premises located at 373-375 Grand Street, New York, New York (the "Company Lease (Grand Facility)") for a term commencing December 1, 1995 through October 31, 2004; and

WHEREAS, the Agency, in order to provide funds for a portion of the cost of the Project and for incidental and related costs thereto, will issue and sell as three series its Civic Facility Revenue Bonds (1996 Comprehensive Care Management Corporation Project), in the aggregate principal amount of up to \$6,570,000 (the "Series 1996 Bonds") pursuant to the Act, a resolution of the Agency adopted on April 9, 1996 and an Indenture of Trust, dated as of June 1, 1996, by and between the Agency and United States Trust Company of New York, as Trustee, securing said Bonds; and

WHEREAS, concurrently with the execution hereof, the payment of the principal of, redemption premium, if applicable, and

interest on the Series 1996 Bonds will be guaranteed by the Lessee pursuant to a guaranty agreement with the Trustee; and

WHEREAS, concurrently with the execution hereof, the Lessee will grant a security interest in certain assets of the Lessee set forth in the appendices to a Security Agreement of even date herewith to the Trustee as additional security for payment of the Bonds;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the parties hereto agree as follows (provided that in the performance of the agreements of the Agency herein contained, any obligation it may incur for the payment of money shall not create a debt of the State of New York or of The City of New York, and neither the State of New York nor The City of New York shall be liable on any obligation so incurred, but any such obligation shall be payable solely out of the lease rentals, revenues and receipts derived from or in connection with the Grand Facility, including moneys received under this Lease Agreement (Grand Facility)):



## ARTICLE I

### Definitions and Representations

Section 1.1. Definitions. Terms not otherwise defined herein shall have the same meanings as used in the Indenture or the Tax Regulatory Agreement hereinbelow defined. The following terms shall have the following meanings in this Lease Agreement (Grand Facility):

Acquisition Bonds shall mean the third and final series of the Series 1996 Bonds which shall be issued in connection with the financing of the purchase of the Allerton Facility.

Affiliate shall mean a Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with the Lessee. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person, whether through the ownership of securities, by contract or otherwise.

Agency shall mean the New York City Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State, duly organized and existing under the laws of the State, and any body, board, authority, agency or other governmental agency or instrumentality which shall hereafter succeed to the powers, duties, obligations and functions thereof.

Agency Mortgage shall mean, collectively, the Agency Mortgage and Security Agreement (Allerton Facility) to be entered into concurrently with the issuance of the Acquisition Bonds from the Agency and the Lessee to the Trustee, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith and herewith.

Agreement shall mean this Lease Agreement (Grand Facility) dated as of June 1, 1996 between the Agency and the Lessee, and shall include any and all amendments and supplements thereto hereafter made in conformity herewith and with the Indenture.

Allerton Facility shall mean the Facility Equipment (Allerton Facility) and the Facility Realty (Allerton Facility).

Authorized Representative shall mean, (i) in the case of the Agency, the Chairman, Vice Chairman, Treasurer, Assistant Treasurer, Secretary, Assistant Secretary, Executive Director or Deputy Executive Director of the Agency, or any officer or employee of the Agency authorized to perform specific acts or to discharge specific duties, and (ii) in the case of the Lessee, its President, any Vice President, Executive Director, Treasurer,

Assistant Treasurer, Secretary or Assistant Secretary.

Bonds shall mean the Series 1996 Bonds, including the Acquisition Bonds, and any Additional Bonds.

Code shall mean the Internal Revenue Code of 1986, as amended, including the regulations thereunder.

Company Lease (Allerton Facility) shall mean the Company Lease Agreement (Allerton Facility), dated as of June 1, 1996, between the Lessee and the Agency, and shall include any amendments and supplements thereto hereafter made in conformity therewith and with the Indenture.

Company Lease (Grand Facility) shall mean the Company Lease Agreement (Grand Facility), dated as of June 1, 1996, between the Lessee and the Agency, and shall include any amendments and supplements thereto hereafter made in conformity therewith and with the Indenture.

Company Leases shall mean, collectively, the Company Lease (Allerton Facility) and the Company Lease (Grand Facility).

Event of Default shall have the meaning specified in Section 7.1 hereof.

Facility Equipment shall mean the Facility Equipment (Allerton Facility) and the Facility Equipment (Grand Facility), collectively.

Facility Equipment (Allerton Facility) shall mean those items of equipment the title to which shall be acquired by or on behalf of the Agency for installation or use at the Facility Realty (Allerton Facility) as part of the Project pursuant to Section 2.1 of this Lease Agreement (Allerton Facility) and described in the Description of Facility Equipment (Allerton Facility) in the Appendices attached hereto and made a part hereof, together with all repairs, replacements, improvements, substitutions and renewals thereof or therefor, and all parts, additions and accessories incorporated therein or affixed thereto. Facility Equipment (Allerton Facility) shall, in accordance with the provisions of Sections 4.2 and 5.1 of this Lease Agreement (Allerton Facility), include all property substituted for or replacing items of Facility Equipment (Allerton Facility) and exclude all items property acquired by the Lessee which is not financed from the proceeds of the Bonds, all of items of Facility Equipment (Allerton Facility) so substituted for or replaced, and further exclude all items of Facility Equipment (Allerton Facility) removed as provided in Section 4.2 of this Lease Agreement (Allerton Facility).

Facility Equipment (Grand Facility) shall mean those items of equipment the title to which shall be acquired by or on behalf of the Agency for installation of use at the Grand Facility as part of the Project pursuant to Section 2.1 of the Lease Agreement (Grand Facility) and described in the Description of the Facility Equipment (Grand Facility) in the Appendices attached thereto and made a part thereof, together with all repairs, replacements, improvements, substitutions and renewals thereof and therefor, and all parts, additions and accessories incorporated therein or affixed thereto. Facility Equipment (Grand Facility) shall, in accordance with the provisions of Sections 4.2 and 5.1 of the Lease Agreement (Grand Facility), include all property substituted for or replacing items of Facility Equipment (Grand Facility) and exclude all property acquired by the Lessee which is not financed from the proceeds of the Bonds, items of Facility Equipment (Grand Facility) so substituted for or replaced, and further exclude all items of Facility Equipment (Grand Facility) removed as provided in Section 4.2 of the Lease Agreement (Grand Facility).

Facilities shall mean the Allerton Facility and the Grand Facility, collectively.

Facility Realty shall mean the Facility Realty (Allerton Facility) and the Facility Realty (Grand Facility), collectively.

Facility Realty (Allerton Facility) shall mean the land described in the Description of Facility Realty (Allerton Facility) in the Appendices hereto, to the Indenture and, upon issuance of the Acquisition Bonds, to the Agency Mortgage (Allerton Facility), and all rights or interests therein or appertaining thereto, together with all structures, buildings, foundations, related facilities, fixtures (other than trade fixtures) and other improvements now or at any time made, erected or situated thereon (including the improvements made pursuant to Section 2.1 hereof), and all replacements, improvements, extensions, substitutions, restorations, repairs or additions thereto; but excluding, however, any real property or interest therein released pursuant to Section 6.4 hereof.

Facility Realty (Grand Facility) shall mean the land described in the Description of Facility Realty (Grand Facility) in the Appendices to the Lease Agreement (Grand Facility) and to the Indenture, and all rights or interests therein or appertaining thereto, together with all structures, buildings, foundations, related facilities, fixtures (other than trade fixtures) and other improvements now or at any time made, erected or situated thereon (including the improvements made pursuant to Section 2.1 hereof), and all replacements, improvements, extensions, substitutions, restorations, repairs or additions thereto; but excluding, however,

any real property or interest therein released pursuant to Section 6.4 thereof.

Fiscal Year of the Lessee shall mean a year of 365 or 366 days, as the case may be, commencing on January 1 and ending on December 31, or such other year of similar length as to which the Lessee shall have given prior written notice thereof to the Agency and the Trustee at least ninety (90) days prior to the commencement thereof.

Grand Facility shall mean, collectively, the Facility Equipment (Grand Facility) and the Facility Realty (Grand Facility).

Indenture shall mean the Indenture of Trust, dated as of June 1, 1996, by and between the Agency and the Trustee, as from time to time amended or supplemented by Supplemental Indentures in accordance with Article XI of the Indenture.

Lease Agreements shall mean collectively, the Lease Agreement (Allerton Facility) and the Lease Agreement (Grand Facility).

Lessee shall mean Comprehensive Care Management Corporation, a not-for-profit corporation organized and existing under the laws of the State of New York, and its permitted successors and assigns pursuant to Sections 6.1 or 9.3 hereof (including any surviving, resulting or transferee corporation as provided in Section 6.1 hereof).

Net Proceeds shall mean, when used with respect to any insurance proceeds or condemnation award, compensation or damages, the gross amount from any such proceeds, award, compensation or damages less all expenses (including reasonable attorneys' fees and any extraordinary expenses of the Agency or the Trustee) incurred in the collection thereof.

1996 Series Bonds shall mean up to \$6,570,000 Civic Facility Revenue Bonds (1996 Comprehensive Care Management Corporation Project) of the Agency issued as three series and executed, authenticated and delivered, all under the Indenture.

1996 Series A Bonds shall mean those Series 1996 Bonds designated the Series A Term Bonds due December 1, 2011.

1996 Series B Bonds shall mean those Series 1996 Bonds designated the Series B-1 Term Bonds due December 1, 2006 and the Series B-2 Term Bonds due December 1, 2016.

Prime Landlord (Allerton Facility) shall mean Riverdale

Equities, Ltd., a New York corporation, and its successors and assigns.

Prime Landlord (Grand Facility) shall mean Seward Park Housing Corporation, a New York corporation, and its successors and assigns.

Prime Lease (Allerton Facility) shall mean the Lease Agreement, dated December 1, 1995, as amended by Agreement dated as of June 3, 1996 between Riverdale Equities, Ltd., as lessor, and the Lessee, as lessee, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith and with the Indenture.

Prime Lease (Grand Facility) shall mean, collectively, the Lease Agreement dated December 1, 1995, as amended by Agreements dated as of December 29, 1995 and April 2, 1996 between Seward Park Housing Corporation, as lessor, and the Lessee, as lessee, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith and with the Indenture.

Prime Leases shall mean, collectively, the Prime Lease (Allerton Facility) and the Prime Lease (Grand Facility).

Project shall mean the construction, renovation and equipping of the Allerton Facility and the Grand Facility more particularly described in the Description of Project in the Appendices hereto, provided, however, that (i) with respect to the Lease Agreement (Grand Facility), references to the Project shall be deemed to refer to the construction, renovation and equipping of the Grand Facility; and (ii) with respect to the Lease Agreement (Allerton Facility), references to the Project shall be deemed to refer to the acquisition, construction, renovation and equipping of the Allerton Facility and upon the exercise of an option to purchase and satisfaction of certain conditions precedent prior to October 31, 1997, the acquisition of the Facility Realty (Allerton Facility).

Security Agreement shall mean the Security Agreement of even date herewith from the Lessee to the Trustee, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith and with the Indenture.

Tax-Exempt Organization shall mean a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code and exempt from Federal income taxes under Section 501(a) of the Code, or corresponding provisions of Federal income tax laws from time to time in effect.

Trustee shall mean United States Trust Company of New York, New York, New York, in its capacity as Trustee, and its successors in such capacity and their assigns hereafter appointed in the manner provided in the Indenture.

Section 1.2. Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of the execution and delivery of this Agreement.

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 1.3. Representations and Warranties by Agency. The Agency makes the following representations and warranties:

(a) The Agency is a corporate governmental agency constituting a body corporate and politic and a public benefit corporation duly organized and existing under the laws of the State, and is authorized and empowered to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of its members, the Agency has duly authorized the execution and delivery of this Agreement.

(b) In order to finance a portion of the cost of the Project, the Agency proposes to issue the Series 1996 Bonds in the aggregate principal amount of up to \$6,570,000. The Series 1996 Bonds will mature, bear interest, be redeemable and have the other terms and provisions set forth in the Indenture.

Section 1.4. Findings by Agency. The Agency, based upon the representations and warranties of the Lessee contained in this Agreement and the information contained in the application and

other materials heretofore submitted by or on behalf of the Lessee to the Agency, hereby finds and determines that the financing of a portion of the costs of the Project by the Agency and the leasing thereof to the Lessee is reasonably necessary to induce the Lessee to proceed with the Project.

Section 1.5. Representations and Warranties by Lessee.  
The Lessee makes the following representations and warranties:

(a) The Lessee is a not-for-profit corporation duly incorporated under the laws of the State of New York and validly existing and in good standing under the laws of the State of New York, is not in violation of any provision of its certificate of incorporation or by-laws, has the corporate power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement. The Lessee is duly qualified to do business in every jurisdiction in which such qualification is necessary.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Lessee and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or by-laws of the Lessee, or any indenture, agreement or other instrument to which the Lessee is a party or by which it or any of its property is subject to or bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance on the Facilities of any nature whatsoever other than Permitted Encumbrances.

(c) Expenses for supervision by the officers or employees of the Lessee, and expenses for work done by such officers or employees in connection with the Project will be included as a Project Cost only to the extent that such Persons were specifically employed for such particular purpose, the expenses do not exceed the actual cost thereof and are to be treated on the books of the Lessee as a capital expenditure in conformity with generally accepted accounting principles applied on a consistent basis.

(d) The assistance of the Agency in the financing of a portion of the costs of the Project is reasonably necessary to induce the Lessee to proceed with the Project.

(e) The completion of the Project will not result in the removal of an industrial, manufacturing, warehousing or commercial plant or facility of the Lessee from one area of the State to

another area of the State or in the abandonment of one or more of such plants or facilities of the Lessee within the State.

(f) The total cost of the Project being funded with the Series 1996 Bonds is at least \$6,570,000, which represents only a portion of the total cost to the Lessee.

(g) Any costs incurred with respect to that part of the Project paid from the proceeds of the sale of the Series 1996 Bonds shall be treated on the books of the Lessee as capital expenditures in conformity with generally accepted accounting principles applied on a consistent basis.

(h) The property included in the Grand Facility is either property of the character subject to the allowance for depreciation under Section 167 of the Code, or land.

(i) No part of the proceeds of the Series 1996 Bonds will be used to finance inventory or will be used for working capital.

(j) The Project is included within the definition of "project" under the Act.

(k) This Agreement and the other Security Documents to which the Lessee is a party constitute the legal, valid and binding obligations of the Lessee enforceable against the Lessee in accordance with their respective terms.

(l) The Project has been or will be designed, and the operation of the Project will be, in compliance with all applicable Federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality.

(m) There is no action or proceeding pending or to the best knowledge of the Lessee threatened by or against the Lessee by or before any court or administrative agency that might adversely affect the ability of the Lessee to perform its obligations under this Agreement and each other Security Document to which the Lessee shall be a party, and all authorizations, consents and approvals of governmental bodies or agencies required to be obtained by the Lessee as of the date hereof in connection with the execution and delivery of this Agreement and each other Security Document to which the Lessee shall be a party or in connection with the performance of the obligations of the Lessee hereunder and under each of the Security Documents have been obtained.

(n) The Lessee intends to operate the Grand Facility or cause the Grand Facility to be operated in accordance with this



Agreement and as a qualified "project" in accordance with and as defined under the Act.

(o) The Lessee is organized and operated "exclusively" (within the meaning of Section 501(c)(3) of the Code and the regulations thereunder) for not-for-profit purposes and no part of the earnings of the Lessee inures to the benefit of any person, private shareholder or individual.

(p) In connection with its operation of the Project, the Lessee shall not be deemed a "hospital" within the meaning of Section 2801 of the Public Health Law of the State (constituting N.Y. Public Health Law §2801 (McKinney)).

(q) No part of the Grand Facility shall be used for any purpose which would cause the Agency's financing of the Project to constitute a violation of the First Amendment of the United States Constitution. In particular, the Lessee agrees that no part of the Grand Facility shall be used for any sectarian instruction for the purposes of advancement of religion or as a place of religious worship or in connection with any part of a program of a school or department of divinity for any religious denomination; and any proceeds of any sale, lease, taking by eminent domain of the Grand Facility or other disposition thereof shall not be used for, or to provide a place for, such instruction, worship or program.

**ARTICLE II**  
**The Project**

Section 2.1. The Project. (a) The Lessee shall cause to be conveyed to the Agency at the time of the delivery and payment of the 1996 Series A Bonds a leasehold interest in the Facility Realty (Grand Facility) pursuant to the Company Lease (Grand Facility) and title to such items of the Facility Equipment (Grand Facility) as shall have been acquired by the Lessee at the time of such delivery and payment, in each case free and clear of all liens, claims, charges, encumbrances, security interests and servitudes other than Permitted Encumbrances, all against payment therefor by the Agency from the proceeds of the Series A 1996 Bonds deposited in the Project Fund to the extent permitted in Section 2.2 hereof and Section 5.02 of the Indenture.

(b) As promptly as practicable after receipt of the proceeds of sale of the 1996 Series A Bonds and out of said proceeds of sale, the Agency will, subject to the provisions of Section 2.2 hereof, cause the Lessee, on behalf of the Agency, to complete the Project substantially in accordance with the Plans and Specifications (as defined in the Indenture). The cost of the Project shall be paid from the Project Fund established under the Indenture or as otherwise provided in Section 2.2 hereof. All contractors, materialmen, vendors, suppliers and other companies, firms or persons furnishing labor, machinery, equipment, services or materials for or in connection with the Project shall be designated by the Lessee. The Project work shall be supervised by Michael M. Bialek, hereby appointed the Project Supervisor and, in the event said individual resigns or becomes incapable of undertaking or carrying out his duties hereunder, the Agency upon recommendation of the Lessee shall appoint a successor.

(c) In order to accomplish the purposes of the Agency, and to assure the effectuation of the Project in conformity with the requirements of the Lessee, the Lessee has undertaken to proceed with the design of the Project, the preparation of the Allerton Facility site and the completion of the Project work. The Lessee agrees to complete the Project on behalf of the Agency under the supervision of the Project Supervisor.

(d) The Lessee shall pay, to the extent not otherwise exempt from payment (i) all of the costs and expenses in connection with the preparation of any instruments of conveyance and transfer of the Grand Facility to the Agency, the delivery of any such instruments and documents and their filing and recording, if required, (ii) all taxes and charges payable, if any, in connection with such conveyance and transfer, or attributable to periods prior to the conveyance and transfer, to the Agency as set forth in Section 2.1(a) hereof, and (iii) all shipping and delivery charges and other expenses or claims incurred in connection with the Project.

(e) The Lessee covenants that it will obtain or cause to be obtained all necessary approvals from any and all governmental agencies with respect to the Project, all of which will be done in compliance with all Federal, state and local laws, ordinances and regulations applicable thereto, and with the conditions and requirements of all policies of insurance with respect to the Grand Facility and this Agreement. Upon completion of the Project, the Lessee will promptly obtain or cause to be obtained all required occupancy and operation permits, authorizations and licenses from appropriate authorities, if any be required, authorizing the occupancy, operation and use of the Grand Facility for the purposes contemplated by this Agreement and shall furnish copies of same to the Agency and the Trustee immediately upon receipt thereof.

(f) Upon request and to the extent permissible under such warranties, the Lessee will extend to the Trustee all vendors' warranties received by the Lessee in connection with the Project, including any warranties given by contractors, manufacturers or service organizations who perform work with respect to the Project.

(g) The Lessee shall take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently in accordance with the terms of said contracts, including, without limitation, the correcting of any defective work, with all expenses incurred by the Lessee or the Agency in connection with the performance of their obligations under this Section to be considered a Project Cost. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery, if recovered prior to the date of completion of the Project, shall be deposited into the Project Fund and made available for payment of Project Costs, or if recovered after such date of completion, be deposited in the Redemption Account of the Bond Fund.

(h) Subject to the provisions of Section 2.6(b) hereof, a leasehold interest in all materials, equipment, machinery and other property intended to be incorporated or installed as part of the Grand Facility shall vest in the Agency immediately upon delivery to or installation at or incorporation into the Facility Realty (Grand Facility) or payment therefor, whichever shall occur first.

Section 2.2. Completion by Lessee. The Lessee covenants and agrees that it will complete the Project, or cause the Project to be completed, by June 30, 1998, and that such completion will be effected in a first-class workmanlike manner, using high-grade materials, free of defects in materials or workmanship (including latent defects), as applicable, and in accordance with this

Agreement and the Indenture. In the event that moneys in the Project Fund are not sufficient to pay the costs necessary to complete the Project in full, the Lessee shall pay that portion of such costs of the Project as may be in excess of the moneys therefor in said Project Fund and shall not be entitled to any reimbursement therefor from the Agency, the Trustee or the Holders of any of the Bonds (except from the proceeds of Additional Bonds which may be issued for that purpose), nor shall the Lessee be entitled to any diminution of the rents payable or other payments to be made under this Agreement.

The date of completion for the Project shall be evidenced to the Agency and the Trustee by a certificate of the Project Supervisor stating, except for any costs not then due and payable or the liability for payment of which is being contested or disputed in good faith by the Lessee (i) the date of completion of the Project, (ii) that the Project has been completed substantially in accordance with the Plans and Specifications and all labor, services, machinery, equipment, materials and supplies used therefor have been paid for, (iii) that all other facilities necessary in connection with the Project have been completed and all costs and expenses incurred in connection therewith have been paid, (iv) that the Agency has a good and valid leasehold interest in all property constituting part of the Grand Facility, and all property of the Grand Facility is subject to this Agreement, (v) that, in accordance with all applicable laws, regulations, ordinances and guidelines, the Grand Facility has been made ready for occupancy, use and operation for its intended purposes, and (vi) the amount, if any, required in his opinion for the payment of any remaining part of the costs of the Project. Such certificate shall further certify as to the determination of the Rebate Amount as provided in the Tax Regulatory Agreement and the Indenture and shall direct any transfer to, or make payments of amounts for deposit in, the Rebate Fund. Notwithstanding the foregoing, such certificate shall state (x) that it is given without prejudice to any rights of the Lessee against third parties which exist at the date of such certificate or which may subsequently come into being, (y) that it is given only for the purposes of this Section and Section 5.02 of the Indenture, and (z) that no Person other than the Agency and the Trustee may benefit therefrom. Such certificate of the Project Supervisor shall be accompanied by (i) a temporary or permanent certificate of occupancy, and any and all permissions, approvals, licenses or consents required of governmental authorities for the occupancy, operation and use of the Grand Facility for the purposes contemplated by this Agreement; and (ii) a certificate of an Authorized Representative of the Lessee that all costs of the Project have been paid in full, together with releases of mechanics' liens by all contractors and materialmen who supplied work, labor, services, machinery, equipment, materials or supplies in connection with the Project (or, to the extent that any

such costs shall be the subject of a bona fide dispute in excess of \$50,000, evidence to the Trustee that such costs have been appropriately bonded or that the Lessee shall have posted a surety or security at least equal to the amount of such costs).

Section 2.3. Issuance of Series 1996 Bonds. Contemporaneously with the execution and delivery of this Agreement, the Agency will sell and deliver the 1996 Series A Bonds and the 1996 Series B Bonds in the aggregate principal amount of \$4,640,000 under and pursuant to a resolution adopted by the Agency on April 9, 1996 authorizing the issuance of the Series 1996 Bonds and under and pursuant to the Indenture. The Acquisition Bonds shall be sold and delivered at such time as the Allerton Facility is purchased pursuant to the aforementioned resolution of the Agency and the Indenture. The proceeds of sale of the Series 1996 Bonds in an amount equal to (i) the interest accruing on the Series 1996 Bonds to the date of delivery thereof, if any, shall be deposited in the Interest Account of the Bond Fund, (ii) \$464,000, equal to the Debt Service Reserve Fund Requirement, shall be deposited in the Debt Service Reserve Fund, and (iii) the balance of the proceeds shall be deposited in the Project Fund and applied to the payment of Project Costs in accordance with the provisions of the Indenture. Pending such application, amounts in the Project Fund may be invested as provided in the Indenture.

Section 2.4. Title Insurance. Prior to the delivery of the 1996 Series A Bonds and the 1996 Series B Bonds to the original purchaser(s) thereof, the Lessee will obtain (a) leasehold title insurance in an amount not less than \$1,000,000 insuring the Agency's leasehold interest in the Facility Realty (Grand Facility) under the Company Lease (Grand Facility) against loss as a result of defects in the leasehold interest of the Agency, and (b) a current or updated survey of the site of the Facility Realty (Grand Facility) dated as of December 11, 1962. Any proceeds of such leasehold title insurance shall be paid to the Trustee for deposit in the Renewal Fund and applied to remedy the defect in the Agency's leasehold interest. If such proceeds are not so capable of being applied or if any amounts remain, the amounts in the Renewal Fund shall be deposited by the Trustee in the Redemption Account of the Bond Fund.

Section 2.5. Labeling of Facility Equipment (Grand Facility). The Lessee will cause each major item of machinery, equipment and other property constituting a part of the Facility Equipment (Grand Facility) to be labeled "Property of New York City Industrial Development Agency" by affixing a plate, stenciling, tagging or other method; provided, however, that no such item need be so labeled where impractical because of its size or its nature or the nature of its operation. The Lessee will also keep on file at the Facility Realty (Grand Facility) and with the Trustee an index of

all such machinery, equipment and other property constituting a part of the Facility Equipment (Grand Facility).

### ARTICLE III

#### Lease of Grand Facility and Rental Provisions

Section 3.1. Lease of the Grand Facility. Pursuant to the Company Lease (Grand Facility), the Lessee has subleased the Grand Facility to the Agency. The Agency hereby sub-subleases to the Lessee and the Lessee hereby subleases from the Agency the Grand Facility, all for and during the term herein provided and upon and subject to the terms and conditions herein set forth. The Lessee shall at all times during the term of this Agreement occupy, use and operate the Grand Facility as a civic facility in accordance with the provisions of the Act and for the general purposes specified in the recitals to this Agreement. The Lessee shall not occupy, use or operate the Grand Facility or allow the Grand Facility or any part thereof to be occupied, used or operated for any unlawful purpose or in violation of any certificate of occupancy affecting the Grand Facility or which may constitute a nuisance, public or private, or make void or voidable any insurance then in force with respect thereto.

Section 3.2. Duration of Term. The term of this Agreement shall commence on the date of execution and delivery of this Agreement and shall expire on June 2, 2016 or such earlier date as this Agreement may be terminated as hereinafter provided. The Agency hereby delivers to the Lessee and the Lessee hereby accepts such sole and exclusive possession of the Grand Facility as the Agency has received under the Company Lease (Grand Facility).

Section 3.3. Rental Provisions; Pledge of Agreement and Rent. (a) The Lessee covenants to make rental payments which the Agency agrees shall be paid by the Lessee directly to the Trustee on each Lease Rental Payment Date for deposit in the Bond Fund in an amount equal to the sum of (i) with respect to interest due and payable on the Bonds, an amount equal to the interest next becoming due and payable on each series of the Bonds on the immediately succeeding Interest Payment Date, (ii) the principal amount of each series of the Bonds then Outstanding which will become due on the immediately succeeding Interest Payment Date (whether at maturity or by redemption or acceleration as provided in the Indenture), (iii) the Sinking Fund Installments which will become due on each series of the Bonds on the immediately succeeding Interest Payment Date, and (iv) the principal of and redemption premium, if any, on each series of the Bonds to be redeemed which will become due on the immediately succeeding redemption date together with accrued interest to the date of redemption.

(b) Upon receipt by the Lessee of notice from the Trustee pursuant to Section 5.10(d) of the Indenture that the amount on deposit in the Debt Service Reserve Fund shall be less than the Debt Service Reserve Fund Requirement, the Lessee shall pay to the Trustee for deposit in the Debt Service Reserve Fund twelve (12) substantially equal monthly payments commencing on the

first day of the month immediately following receipt by the Lessee of notice of such deficiency and on the first day of the next eleven (11) months thereafter such that the aggregate of such twelve (12) monthly payments shall equal such deficiency in the Debt Service Reserve Fund.

(c) Notwithstanding anything in the foregoing to the contrary, if the amount on deposit and available in the Bond Fund is not sufficient to pay the principal of, Sinking Fund Installments for, redemption premium, if any, and interest on all series of the Bonds when due (whether at maturity or by redemption or acceleration or otherwise as provided in the Indenture), the Lessee shall forthwith pay the amount of such deficiency in immediately available funds to the Trustee for deposit in the Bond Fund and such payment shall constitute rental payments under this Section 3.3.

(d) In the event the Lessee should fail to make or cause to be made any of the payments required under the foregoing provisions of this Section, the item or installment not so paid shall continue as an obligation of the Lessee until the amount not so paid shall have been fully paid.

(e) The payments required under the foregoing provisions of this Section shall be credited by payments made under Section 3.3 of the Lease Agreement (Allerton Facility).

(f) The Lessee shall have the option to prepay its rental obligation with respect to the Bonds, in whole or in part, at the times and in the manner provided in Article VIII hereof as and to the extent provided in the Indenture for redemption of the Bonds.

(g) At its option, to be exercised on or before the forty-fifth (45th) day next preceding the date any Bonds of a series are to be redeemed from mandatory Sinking Fund Installments, the Lessee may deliver to the Trustee Bonds of such series which are subject to mandatory Sinking Fund Installment redemption in an aggregate principal amount not in excess of the principal amount of Bonds of such series to be so redeemed on such date. Each such Bond so delivered shall be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the obligation of the Agency on such Sinking Fund Installment payment date and any excess over such Sinking Fund Installment shall be credited on future Sinking Fund Installments in direct chronological order, and the principal amount of Bonds to be redeemed by operation of the mandatory Sinking Fund Installments shall be accordingly reduced.



(h) No further rental payments need be made to the Agency during the term of this Agreement when and so long as the amount of cash and/or Government Obligations on deposit in the Bond Fund is sufficient to satisfy and discharge the obligations of the Agency under the Indenture and pay the Bonds as provided in Section 10.01 of the Indenture.

(i) Pursuant to the Indenture the Agency will pledge and assign to the Trustee as security for the Bonds all of the Agency's right, title and interest in this Agreement (except for the Agency's Reserved Rights), including all rental payments hereunder, and in furtherance of said pledge the Agency will unconditionally assign such rental payments to the Trustee for deposit in the Bond Fund in accordance with the Indenture. The Lessee hereby consents to the pledge and assignment of this Agreement.

(j) The Lessee covenants and agrees that it will comply with the provisions of the Indenture with respect to the Lessee and that the Trustee shall have the power, authority, rights and protections provided in the Indenture. The Lessee further covenants to use its best efforts to cause there to be obtained for the Agency any documents or opinions required of the Agency under the Indenture.

Section 3.4. Obligation of Lessee Unconditional. The obligation of the Lessee to pay the rent and all other payments provided for in this Agreement and to maintain the Grand Facility in accordance with Section 4.1 of this Agreement shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim or deduction and without any rights of suspension, deferment, diminution or reduction it might otherwise have against the Agency, the Trustee or the Holder of any Bond and the obligation of the Lessee shall arise whether or not the Project has been completed as provided in this Agreement. The Lessee will not suspend or discontinue any such payment or terminate this Agreement (other than such termination as is provided for hereunder) for any cause whatsoever, and the Lessee waives all rights now or hereafter conferred by statute or otherwise to quit, terminate, cancel or surrender this Agreement or any obligation of the Lessee under this Agreement or the Grand Facility or any part thereof except as provided in this Agreement or to any abatement, suspension, deferment, diminution or reduction in the rentals or other payments hereunder.

**ARTICLE IV**  
Maintenance, Taxes,  
Payments in Lieu of Taxes  
and Insurance

Section 4.1. Maintenance, Alterations and Improvements.

(a) During the term of this Agreement, the Lessee will keep the Grand Facility in good and safe operating order and condition, ordinary wear and tear excepted, will occupy, use and operate the Grand Facility in the manner for which it was designed and intended and contemplated by this Agreement, and will, subject to the rights and obligations of the Lessee under the Prime Lease (Grand Facility), make all replacements, renewals and repairs thereto (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen) necessary to ensure that the security for the Bonds shall not be impaired. All replacements, renewals and repairs shall be equal in quality, class and value to the original work and be made and installed in compliance with the requirements of all governmental bodies. The Agency shall be under no obligation to replace, service, test, adjust, erect, maintain or effect replacements, renewals or repairs of the Grand Facility, to effect the replacement of any inadequate, obsolete, worn-out or unsuitable parts of the Grand Facility, or to furnish any utilities or services for the Grand Facility and the Lessee hereby agrees to assume full responsibility therefor.

(b) In addition to the work to be performed in connection with the completion of the Project, the Lessee shall have the privilege of making such alterations of or additions to the Grand Facility or any part thereof from time to time as it in its discretion may determine to be desirable for its uses and purposes, provided that (i) the fair market value of the Grand Facility is not reduced below its value immediately before such alteration or addition and the usefulness, structural integrity or operating efficiency of the Grand Facility is not impaired, (ii) such additions or alterations are effected with due diligence, in a good and workmanlike manner and in compliance with all applicable legal requirements, (iii) such additions or alterations are promptly and fully paid for by the Lessee in accordance with the terms of the applicable contract(s) therefor, and in order that the Grand Facility shall at all times be free of any mortgage, lien, charge, encumbrance, security interest or claim other than Permitted Encumbrances, (iv) such additions or alterations are made, in case the estimated cost of such alteration or addition exceeds \$500,000, under the supervision of an Independent Engineer and in accordance with plans, specifications and cost estimates submitted to the Trustee and only after the Lessee shall have furnished to the Agency and the Trustee, if requested by the Trustee upon direction of the Bondholders, a labor and materials payment bond, or other security, reasonably satisfactory to the Agency and the Trustee, and (v) such additions or alterations do not change the nature of the Grand Facility so that it would not

constitute a civic facility and a qualified "project" as defined in and as contemplated by the Act. All alterations of and additions to the Grand Facility shall constitute a part of the Grand Facility, subject to this Agreement and the Indenture, and the Lessee shall deliver or cause to be delivered to the Agency appropriate documents as may be necessary to convey title to such property to the Agency and to subject such property to this Agreement and the lien and security interest of the Indenture and, if applicable, the Agency Mortgage (Grand Facility), free and clear of all liens, charges, encumbrances, security interests or claims other than Permitted Encumbrances.

(c) The Lessee shall have the right to install or permit to be installed at the Facility Realty (Grand Facility) machinery, equipment and other personal property not constituting part of the Facility Equipment (Grand Facility) (the "Lessee's Property") without conveying title to such property to the Agency nor subjecting such property to this Agreement, if applicable, and subject to the Lessee's Property to the lien of a security interest. The Agency shall not be responsible for any loss of or damage to the Lessee's Property. The Lessee shall have the right to create or permit to be created any mortgage, encumbrance, lien or charge on, or conditional sale or other title retention agreement with respect to, the Lessee's Property.

(d) The Lessee shall not create, permit or suffer to exist any mortgage, encumbrance, lien, security interest, claim or charge against the Grand Facility or any part thereof, or the interest of the Lessee in the Grand Facility or this Agreement except for Permitted Encumbrances, and except to the extent the Prime Landlord (Grand Facility) is permitted to do so under the Prime Lease (Grand Facility).

Section 4.2. Removal of Property of the Grand Facility.

(a) The Lessee shall have the privilege from time to time of removing from the Grand Facility any fixture constituting part of the Facility Realty (Grand Facility) or any machinery, equipment or other property constituting part of the Facility Equipment (Grand Facility) (the "Existing Grand Facility Property") and thereby replacing or disposing of such Existing Grand Facility Property, provided that:

(i) such Existing Grand Facility Property which does not satisfy (iii) below is substituted or replaced by property (A) having equal or greater fair market value, operating efficiency and utility and (B) being free of all mortgages, liens, charges, encumbrances, claims and security interests other than Permitted Encumbrances; or

(ii) if such Existing Grand Facility Property is not to

be substituted or replaced by other property but is instead to be sold, scrapped, traded-in or otherwise disposed of in an arms'-length bona fide transaction for consideration in excess of \$5,000, the Lessee shall pay to the Trustee for deposit in the Redemption Account of the Bond Fund the amounts derived from such sale or scrapping, the trade-in value credit received or the proceeds received from such other disposition; or

(iii) if such Existing Grand Facility Property shall no longer have a replacement value, utility or remaining useful economic life, it may be replaced free of the lien of this Agreement, the Security Agreement and the Agency Mortgage;

provided, however, no such removal as set forth in paragraph (i), (ii) or (iii) above shall be effected if (w) such removal would cause the Grand Facility to cease to be a qualified "project" as defined in and as contemplated by the Act, (x) such removal would impair the usefulness, structural integrity or operating efficiency of the Grand Facility, (y) such removal would reduce the fair market value of the Grand Facility below its value immediately before such removal (except by the amount deposited in the Redemption Account of the Bond Fund pursuant to paragraph (ii) above), or (z) if there shall exist and be continuing an Event of Default hereunder. Any amounts received pursuant to paragraph (ii) above which are not in excess of \$5,000 shall be retained by the Lessee.

(b) The Lessee shall deliver or cause to be delivered to the Agency and the Trustee appropriate documents conveying to the Agency a leasehold interest to any property installed or placed upon the Facility Realty (Grand Facility) pursuant to Section 4.2(a)(i) hereof and subjecting such substitute or replacement property to this Agreement, and upon written request of the Lessee, the Agency shall deliver to the Lessee appropriate documents conveying to the Lessee all of the Agency's right, title and interest, as applicable, to any property removed from the Grand Facility pursuant to Section 4.2(a) hereof. The Lessee agrees to pay all costs and expenses (including reasonable counsel fees and disbursements) incurred in subjecting to this Agreement any property installed or placed on the Facility Realty (Grand Facility) as part of the Grand Facility pursuant to this Section 4.2.

(c) The Lessee shall not, without the prior written consent of the Agency and the Trustee and except as permitted above, part with possession or control of or suffer to allow to pass out of its possession or control any item of the Facility Equipment (Grand Facility) or change the location of the Facility

Equipment (Grand Facility) or any part thereof from the Facility Realty (Grand Facility); provided, however, it is acknowledged that Affiliates of the Lessee may operate or utilize, at the Facility Realty (Grand Facility), the Facility Equipment (Grand Facility) or any part thereof.

(d) The removal from the Grand Facility of any Existing Grand Facility Property pursuant to the provisions of Section 4.2(a) hereof shall not entitle the Lessee to any abatement or reduction in the rentals and other amounts payable by the Lessee under this Agreement.

Section 4.3. Payment in Lieu of Real Estate Taxes.

(a) Description and Address of Project:

The Project consists of the acquisition, construction, renovation and equipping of the Allerton Facility and the Grand Facility more particularly described in the Description of Project in the Appendices hereto, provided, however, that (i) with respect to the Lease Agreement (Grand Facility), references to the Project shall be deemed to refer to the construction, renovation, and equipping of the Grand Facility; and (ii) with respect to the Lease Agreement (Allerton Facility), references to the Project shall be deemed to refer to the construction, renovation and equipping of the Allerton Facility, and upon the exercise of an option to purchase and satisfaction of certain conditions precedent prior to October 31, 1997, the acquisition of the Facility Realty (Allerton Facility), all for use by the Lessee for the provision of services and care to frail seniors at least 55 years old who are medically eligible for a skilled nursing facility or a health related facility, and other Medicaid-eligible persons, who are medically eligible for a skilled nursing facility or a health-related facility. The Facility Realty (Grand Facility) is located at 373-375 Grand Street, New York, New York, being a part of Block 311 and Lot 13.

(b) Payments in lieu of Real Estate Taxes.

It is recognized that under the provisions of the Act the Agency is required to pay no real estate taxes upon any of the property acquired by it or under its jurisdiction or control or supervision or upon its activities. In the event the Agency's interest in the Grand Facility shall exempt any portion of the Grand Facility from the imposition of real estate taxes, then, so long as the Lessee (and each other user of the Grand Facility) remains an eligible not-for-profit corporation pursuant to the regulations of the New York City Department of Finance for purposes of determining exemption from New York City real estate taxes, and until the earlier of (i) the payment in full of all the Bonds

Outstanding in accordance with Section 10.01 of the Indenture, and (ii) the date on which the Agency no longer has an interest in the Grand Facility, the Lessee shall make no payments in lieu of real estate taxes on the land, buildings and improvements constituting part of the Grand Facility. However, to the extent the Lessee is not an eligible not-for-profit corporation pursuant to the regulations of the New York City Department of Finance for purposes of determining exemption from New York City real estate taxes or the Lessee subleases the whole or any portion of the Grand Facility to an entity that is not exempt from New York City real estate taxes and the Lessee would be obligated to pay any New York City real estate taxes, the Lessee shall not claim exemption from such real estate taxes by virtue of the Agency's presence in the lease chain for the Grand Facility.

Section 4.4. Taxes, Assessments and Charges. The Lessee shall pay when the same shall become due all taxes (other than real estate taxes to the extent paid or exempted under Section 4.3 hereof and subject to the terms and conditions of the Prime Lease (Grand Facility)) and assessments, general and specific, if any, levied and assessed upon or against the Grand Facility, this Agreement, any estate or interest of the Agency or the Lessee in the Grand Facility, or the rentals hereunder during the term of this Agreement, and all water and sewer charges, special district charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, ordinary or extraordinary, under any present or future law, and charges for public or private utilities or other charges incurred in the occupancy, use, operation, maintenance or upkeep of the Grand Facility, all of which are herein called "Impositions". The Agency shall promptly forward to the Lessee any notice, bill or other statement received by the Agency concerning any Imposition. The Lessee may pay any Imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance.

In the event the Grand Facility is exempt from Impositions solely due to the Agency's interest in the Grand Facility, the Lessee shall pay all Impositions to the appropriate taxing authorities equivalent to the Impositions which would have been imposed on the Grand Facility if the Agency had no interest in the Grand Facility (unless the Lessee, as an eligible not-for-profit corporation, is exempt for reasons other than the Agency's interest in the Grand Facility).

Section 4.5. Insurance.

(a) At all times throughout the term of this Agreement, including without limitation during any period of construction or reconstruction of the Grand Facility, the Lessee shall maintain or cause to be maintained insurance, with insurance companies licensed

to do business in the State, against such risks, loss, damage and liability (including liability to third parties) and for such amounts as are customarily insured against by other enterprises of like size and type as that of the Lessee, including, without limitation:

(i) To the extent not covered by the public liability insurance referred to below, Owners & Contractors Protective Liability Insurance for the benefit of the Lessee, the Agency and the Trustee in a minimum amount of \$5,000,000 aggregate coverage for personal injury and property damage;

(ii) Builders' All Risk Insurance written on "100% builders' risk completed value, non-reporting form" including coverage therein for "completion and/or premises occupancy" during any period of construction or reconstruction of the Grand Facility, and coverage for property damage insurance, all of which insurance shall include coverage for removal of debris, insuring the buildings, structures, facilities, fixtures and other property constituting a part of the Grand Facility against loss or damage to the Grand Facility by fire, lightning, vandalism, malicious mischief and other casualties, with standard extended coverage endorsement covering perils of windstorm, hail, explosion, aircraft, vehicles and smoke (except as limited in the standard form of extended coverage endorsement at the time in use in the State) at all times in an amount such that the proceeds of such insurance shall be sufficient to prevent the Lessee, the Agency or the Trustee from becoming a co-insurer of any loss under the insurance policies but in any event in amounts equal to not less than the greater of (A) 80% of the actual replacement value of the Grand Facility as determined by a qualified insurance appraiser or insurer (selected by the Lessee and approved by the Agency and the Trustee) not less often than once every year, at the expense of the Lessee, and (B) the principal amount of the Outstanding Bonds to the extent of the Lessee's insurable interest; any such insurance may provide that the insurer is not liable to the extent of the first \$50,000 with the result that the Lessee is its own insurer to the extent of \$50,000 of such risks;

(iii) Public liability insurance in accordance with customary insurance practices for similar operations with respect to the Grand Facility and the business thereby conducted in a minimum amount of \$5,000,000, which insurance (A) will also provide coverage of the Lessee's obligations of indemnity under Section 6.2 hereof, to the extent set forth in Section 6.2 (e) hereof, (B) may be effected under overall blanket or excess coverage policies of or insuring the Lessee or any Affiliate thereof, provided, however, that at least

\$500,000 is effected by a comprehensive liability insurance policy, and (C) may contain any provisions for a deductible amount in excess of \$50,000;

(iv) Boiler and machine property damage insurance in respect of any steam and pressure boilers and similar apparatus located on the Facility Realty (Grand Facility) from risks normally insured against under boiler and machinery policies and in amounts and with deductibles customarily obtained for similar business enterprises and in each case approved by the Agency and the Trustee;

(v) Workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Lessee or the Agency, with respect to the Grand Facility is required by law to provide covering loss resulting from injury, sickness, disability or death of the employees of the Lessee or any Affiliate thereof, or any contractor or subcontractor performing work with respect to the Grand Facility; the Lessee shall require that all said contractors and subcontractors shall maintain all forms or types of insurance with respect to their employees required by laws; and

(vi) Such other insurance in such amounts and against such insurable hazards as the Agency or the Trustee from time to time may reasonably require.

(b) All insurance required by Section 4.5(a) above shall be procured and maintained in financially sound and generally recognized responsible insurance companies authorized to write such insurance in the State.

(c) Each of the policies or binders evidencing the insurance required above to be obtained shall

(i) designate (except in the case of workers' compensation insurance) the Lessee, the Trustee and the Agency as additional insureds as their respective interests may appear;

(ii) provide that all insurance proceeds with respect to loss or damage to the property of the Grand Facility be endorsed and made payable to the Trustee and shall name the Trustee as a loss payee under the standard loss payee clause and as a mortgagee under the terms of a standard mortgagee clause, which insurance proceeds shall be paid over to the Trustee and deposited in the Renewal Fund;

(iii) provide that there shall be no recourse against the Agency or the Trustee for the payment of premiums or



commissions or (if such policies or binders provide for the payment thereof) additional premiums or assessments;

(iv) provide that in respect of the respective interests of the Agency and the Trustee in such policies, the insurance shall not be invalidated by any action or inaction of the Lessee or any other Person and shall insure the Agency and the Trustee regardless of, and any losses shall be payable notwithstanding, any such action or inaction;

(v) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Agency or the Trustee to the extent that such other insurance provides the Agency or the Trustee, as the case may be, with contingent and/or excess liability insurance with respect to its respective interest as such in the Grand Facility;

(vi) provide that if the insurers cancel such insurance for any reason whatsoever, including the insured's failure to pay any accrued premium, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Agency or the Trustee until at least thirty (30) days after receipt by the Agency and the Trustee, respectively, of written notice by such insurers of such cancellation, lapse, expiration or change;

(vii) waive any right of subrogation of the insurers thereunder against any Person insured under such policy, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any Person insured under such policy; and

(viii) contain such other terms and provisions as any owner or operator of facilities similar to the Allerton Facility would, in the prudent management of its properties, require to be contained in policies, binders or interim insurance contracts with respect to facilities similar to the Grand Facility owned or operated by it.

(d) The Net Proceeds of any insurance received with respect to any loss or damage to the property of the Grand Facility shall be deposited in the Renewal Fund and applied in accordance with Section 5.1 hereof and the Indenture.

(e) Concurrently with the original issuance of the Series 1996 Bonds, the Lessee shall deliver or cause to be

delivered to the Agency and the Trustee duplicate copies of insurance policies, binders or certificates of insurance evidencing compliance with the insurance requirements of this Section 4.5. At least seven (7) Business Days prior to the expiration of any such policy, the Lessee shall furnish the Agency and the Trustee with evidence that such policy has been renewed or replaced or is no longer required by this Agreement.

(f) The Lessee shall, at its own cost and expense, make all proofs of loss and take all other steps necessary or reasonably requested by the Agency or the Trustee to collect from insurers for any loss covered by any insurance required to be obtained by this Section 4.5. The Lessee shall not do any act, or suffer or permit any act to be done, whereby any insurance required by this Section 4.5 would or might be suspended or impaired.

(g) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE BUSINESS OR INTEREST OF THE LESSEE.

Section 4.6. Advances by Agency or Bondholders. In the event the Lessee fails to make any payment or perform or observe any obligation required of it under this Agreement, the Agency or any Bondholder, after the expiration of fifteen (15) days from the receipt of notice by the Lessee of any such failure on its part and after any applicable grace period, may (but shall not be obligated to), and without waiver of any of the rights of the Agency or such Bondholder under this Agreement, the Indenture or any other Security Documents, make such payment or otherwise cure any failure by the Lessee to perform and observe its other obligations hereunder. All amounts so advanced therefor by the Agency or such Bondholder shall become an additional obligation of the Lessee to the Agency or such Bondholder, which amounts, together with interest thereon at the rate of the Trustee's "prime rate" plus two per cent (2%) per annum from the date advanced, the Lessee will pay upon demand therefor by the Agency or such Bondholder. Any remedy herein vested in the Agency, the Trustee or Bondholders for the collection of the rental payments or other amounts due hereunder shall also be available to the Agency or such Bondholder for the collection of all such amounts so advanced.

Section 4.7. Compliance with Law. The Lessee agrees that it will, throughout the term of this Agreement and at its sole cost and expense, promptly observe and comply with all Federal, State and local statutes, codes, laws, acts, ordinances, orders, judgments, decrees, rules, regulations and authorizations with respect to the Grand Facility, whether foreseen or unforeseen, ordinary or extraordinary, which shall now or at any time hereafter be binding upon or applicable to the Lessee, any occupant, user or

operator of the Allerton Facility or any portion thereof (including without limitation those relating to zoning, land use, environmental protection, air, water and land pollution, toxic wastes, hazardous wastes, solid wastes, wetlands, health, safety, equal opportunity, minimum wages, and employment practices) (the "Legal Requirements"), and will observe and comply with all conditions, requirements, and schedules applicable to the Lessee with respect to the Grand Facility necessary to preserve and extend all rights, licenses, permits (including, without limitation, zoning variances, special exception and non-conforming uses), privileges, franchises and concessions. The Lessee and the Agency will not, without the prior written consent of each other and the Trustee (which consents shall not be unreasonably withheld or delayed), initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Grand Facility or any part thereof. The Lessee shall indemnify and hold harmless the Indemnified Parties (as defined in Section 6.2 hereof) from and against all loss, cost, liability and expense (a) in any manner arising out of or related to any violation of or failure by the Lessee to comply with any Legal Requirement or (b) imposed upon the Lessee or any of the Indemnified Parties by any Legal Requirement; in case any action or proceedings is brought against any of the Indemnified Parties in respect to any Legal Requirement, the Lessee shall upon notice from any of the Indemnified Parties defend such action or proceeding by counsel reasonably satisfactory to the Indemnified Party.

The Lessee may contest in good faith the validity, existence or applicability of any of the foregoing if (i) such contest shall not result in the Grand Facility or any part thereof or interest therein being in any danger of being sold, forfeited or lost, (ii) such contest shall not result in the Lessee, the Agency or the Trustee being in any danger of any civil or any criminal liability other than normal accrual of interest, for failure to comply therewith, and (iii) the Lessee shall have furnished such security, if any, as may be reasonably requested by the Agency or the Trustee to protect the security intended to be offered by the Security Documents.

**ARTICLE V**  
**Damage, Destruction and Condemnation**

Section 5.1. Damage, Destruction and Condemnation.

(a) In the event that at any time during the term of this Agreement the whole or part of the Grand Facility shall be damaged or destroyed, or taken or condemned by a competent authority for any public use or purpose, or by agreement between the Agency and those authorized to exercise such right, or if the temporary use of the Grand Facility shall be so taken by condemnation or agreement or, upon the determination by the Prime Landlord (Grand Facility) to terminate the Prime Lease (Grand Facility) pursuant to the terms thereof, as a result of such damage, destruction or condemnation (a "Loss Event"):

(i) the Agency shall have no obligation to rebuild, replace, repair or restore the Grand Facility,

(ii) there shall be no abatement, postponement or reduction in the rent or other amounts payable by the Lessee under this Agreement, and

(iii) the Lessee will promptly give written notice of such Loss Event to the Agency and the Trustee, generally describing the nature and extent thereof.

(b) Upon the occurrence of a Loss Event, the Net Proceeds derived therefrom shall be paid to the Trustee and deposited in the Grand Account of the Renewal Fund and the Lessee shall either:

(i) at its own cost and expense (except to the extent paid from the Net Proceeds deposited in the Grand Account of the Renewal Fund as provided below and in Section 5.03 of the Indenture) upon a determination by the Lessee that (a) the Grand Facility can be restored within a two-year period to its condition preceding such damage or destruction, (b) the normal operation of the Project will not be restricted for a period of two years or more, and (c) it would be economically feasible for the Lessee to restore or repair the Project, the Lessee shall, in accordance with the terms of the Prime Lease (Grand Facility) (unless the Prime Lease (Grand Facility) has been terminated by the Prime Landlord (Grand Facility) as a result of such damage, destruction or condemnation), promptly and diligently rebuild, replace, repair or restore the Grand Facility to substantially its condition immediately prior to the Loss Event, or to a condition of at least equivalent value, operating efficiency and function, regardless of whether or not the Net Proceeds derived from the Loss Event shall be sufficient to pay the cost thereof, and the Lessee shall not by reason of payment of any such excess costs be

entitled to any reimbursement from the Agency, the Trustee or any Bondholder, nor shall the rent or other amounts payable by the Lessee under this Agreement be abated, postponed or reduced, or

(ii) if, to the extent and upon the conditions permitted to do so under Section 8.1 hereof and under the Indenture, exercise its option to purchase the Grand Facility and make advance rental payments to redeem in whole that series of the Bonds which financed the acquisition or purchase of the Grand Facility.

Not later than ninety (90) days after the occurrence of a Loss Event, the Lessee shall advise the Agency and the Trustee in writing of the action to be taken by the Lessee under this Section 5.1(b), a failure to so timely notify being deemed an election in favor of subdivision (i) above to be exercised in accordance with the provisions of subdivision (i) above.

If the Lessee shall elect to or shall otherwise be required to rebuild, replace, repair or restore the Grand Facility as set forth in subdivision (i) above, the Trustee shall disburse the Net Proceeds from the Grand Account of the Renewal Fund in the manner set forth in Section 5.03 of the Indenture to pay or reimburse the Lessee, at the election of the Lessee, either as such work progresses or upon the completion thereof, provided, however, the amounts so disbursed by the Trustee to the Lessee shall not exceed the actual cost of such work. If, on the other hand, the Lessee shall, if permitted under this Agreement and the Indenture, exercise its option in subdivision (ii) above, the Trustee shall transfer the Net Proceeds from the Grand Account of the Renewal Fund to the Redemption Account (Grand Facility) of the Bond Fund to be applied to the redemption of that series of the Bonds which financed the acquisition or purchase of the Facility Realty (Grand Facility) in accordance with the Indenture.

(c) All such rebuilding, replacements, repairs or restorations shall

(i) automatically be deemed a part of the Grand Facility and be subject to this Agreement,

(ii) be in accordance with plans and specifications and cost estimates approved in writing by the Trustee (which approval shall not be unreasonably withheld or delayed),

(iii) not change the nature of the Grand Facility as a qualified "project" as defined in and as contemplated by the Act,

(iv) if requested by the Trustee upon direction of the Bondholders, be preceded by the furnishing by the Lessee to the Agency and the Trustee of a labor and materials payment bond, or other security, reasonably satisfactory to the Agency and the Trustee,

(v) be effected with due diligence in a good and workmanlike manner, in compliance with all applicable legal requirements and be promptly and fully paid for by the Lessee in accordance with the terms of the applicable contract(s) therefor, and

(vi) if the estimated cost of such rebuilding, replacement, repair or restoration be in excess of \$500,000, be effected under the supervision of an Independent Engineer.

(d) Pending the disbursement or transfer thereof, the Net Proceeds in the Renewal Fund shall be applied and may be invested as provided in the Indenture.

(e) The Agency, the Trustee and the Lessee shall cooperate and consult with each other in all matters pertaining to the settlement, compromising, arbitration or adjustment of any claim or demand on account of any Loss Event, and the settlement, compromising, arbitration or adjustment of any such claim or demand shall be subject to the approval of the Lessee and the Trustee (such approvals not to be unreasonably withheld) and the terms and conditions of the Prime Lease (Grand Facility).

(f) If all or substantially all of the Grand Facility shall be taken or condemned, or if the taking or condemnation renders the Grand Facility unsuitable for use by the Lessee as contemplated hereby or if pursuant to the terms of the Prime Lease (Grand Facility), the Prime Landlord (Grand Facility) shall elect to terminate the Prime Lease (Grand Facility) as a result of a taking or condemnation, the Lessee shall exercise its option to purchase the Facility Realty (Grand Facility) pursuant to Section 8.1 hereof, and the amount of the Net Proceeds so recovered shall be transferred from the Grand Account of the Renewal Fund and deposited in the Redemption Account (Grand Facility) of the Bond Fund, and the Lessee shall thereupon pay to the Trustee for deposit in the Redemption Account (Grand Facility) of the Bond Fund an amount which, when added to any amounts then in the Bond Fund and available for that purpose, shall be sufficient to retire and redeem in whole that series of the Bonds which financed the acquisition or purchase of the Facility Realty (Grand Facility) at the earliest possible date (including, without limitation, principal and interest to the maturity or redemption date and redemption premium, if any), and to pay the expenses of redemption, the fees and expenses of the Agency, the Bond Registrar, the

Trustee and the Paying Agents, together with all other amounts due under the Indenture and under this Agreement, and such amount shall be applied, together with such other available moneys in such Bond Fund, if applicable, to such redemption or retirement of such Bonds on said redemption or maturity date.

(g) The Lessee shall be entitled to any insurance proceeds or condemnation award, compensation or damages attributable to moving expenses, Lessee's Property or other improvements, machinery, equipment or other property installed on or about the Facility Realty (Grand Facility) but which, at the time of such damage or taking, is not part of the Grand Facility nor subject to the Security Agreement and is owned by the Lessee.

(h) The Lessee hereby waives the provisions of Section 227 of the New York Real Property Law or any law of like import now or hereafter in effect.

**ARTICLE VI**  
**Particular Covenants**

Section 6.1. Dissolution or Merger of Lessee; Restrictions on Lessee. The Lessee covenants and agrees that at all times during the term of this Agreement, it will (i) maintain its corporate existence, (ii) continue to be a not-for-profit corporation as shall constitute a Tax-Exempt Organization subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business as a foreign corporation in the State, (iii) not liquidate, wind-up or dissolve or otherwise dispose of all or substantially all of its property, business or assets remaining after the execution and delivery of this Agreement, (iv) not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it, (v) possess the following minimum fund balances on the following dates: \$2.0 million on December 31, 1997; \$2.5 million on December 31, 1998; \$3.0 million on December 31, 1999; and \$4.0 million on December 31, 2000 and each December 31st thereafter for so long as any of the Bonds are Outstanding, all such minimum fund balances to be solely with respect to Lessee's operations within the City of New York only, and (vi) maintain at all times a ratio of long-term debt to fund balance of not more than five to one. The Lessee may, however, without violating the foregoing, consolidate with or merge into another not-for-profit corporation as shall constitute a Tax-Exempt Organization, or permit one or more not-for-profit corporations as shall constitute a Tax-Exempt Organization to consolidate with or merge into it, or sell or otherwise transfer all or substantially all of its property, business or assets to another such not-for-profit corporation as shall constitute a Tax-Exempt Organization (and thereafter liquidate, wind-up or dissolve or not, as the Lessee may elect) if (i) the Lessee is the surviving, resulting or transferee not-for-profit corporation as shall constitute a Tax-Exempt Organization, as the case may be, or (ii) in the event that the Lessee is not the surviving, resulting or transferee not-for-profit corporation as shall constitute a Tax-Exempt Organization, as the case may be, such not-for-profit corporation (A) is a solvent not-for-profit corporation subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business as a foreign corporation in the State, (B) is a Tax-Exempt Organization, (C) assumes in writing all of the obligations of the Lessee contained in this Agreement and all other Security Documents to which the Lessee shall be a party, and in the Opinion of Counsel, (x) such not-for-profit corporation is a Tax-Exempt Organization and shall be bound by all of the terms applicable to the Lessee of this Agreement and all other Security Documents to which the predecessor Lessee corporation shall have been a party, and (y) such action does not legally impair the security for the Holders of the Bonds afforded by the Security



Documents, and (D) has a combined fund balance (as determined in accordance with generally accepted accounting principles and certified by an independent public accountant) after the merger, consolidation, sale or transfer at least equal to that of the Lessee immediately prior to such merger, consolidation, sale or transfer. The Lessee further covenants and agrees that it is and throughout the term of this Agreement will continue to be duly qualified to do business in the State and that any not-for-profit corporation as shall be a Tax-Exempt Organization succeeding to the rights of the Lessee under this Agreement shall be and continue to be duly qualified to do business in the State.

Section 6.2. Indemnity. (a) The Lessee shall at all times protect and hold the Agency, the Trustee, the Bond Registrar and the Paying Agents (collectively, the "Indemnified Parties") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to any Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, arising upon or about the Grand Facility or resulting from, arising out of, or in any way connected with (i) the financing of the costs of the Grand Facility and the marketing, issuance and sale of the Agency's Bonds for such purpose, (ii) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation or completion of the Project or any part thereof or the effecting of any work done in or about the Grand Facility, (iii) any defects (whether latent or patent) in the Grand Facility, (iv) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Grand Facility or any portion thereof, or (v) this Agreement, the Indenture or any other Security Document or other document or instrument delivered in connection herewith or therewith or the enforcement of any of the terms or provisions hereof or thereof or the transactions contemplated hereby or thereby. Such indemnification set forth above shall be binding upon the Lessee for any and all claims, demands, expenses, liabilities and taxes set forth herein and shall survive the termination of this Agreement. No Indemnified Party shall be liable for any damage or injury to the person or property of the Lessee or its directors, officers, employees, agents or servants or persons under the control or supervision of the Lessee or any other Person who may be about the Grand Facility, due to any act or negligence of any Person other than for the gross negligence or willful misconduct of such Indemnified Party.

(b) The Lessee releases each Indemnified Party from, and agrees that no Indemnified Party shall be liable for and agrees to indemnify and hold each Indemnified Party harmless against any

expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by such Indemnified Party with respect to any of the matters set forth in subdivision (i) through (v) of Section 6.2(a) hereof or at the direction of the Lessee with respect to any of such matters above referred to. An Indemnified Party shall promptly notify the Lessee in writing of any claim or action brought against such Indemnified Party in which indemnity may be sought against the Lessee pursuant to this Section 6.2 and such notice shall be given in sufficient time to allow the Lessee to defend or participate in such claim or action. The failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Lessee under this Section 6.2, if (x) the Indemnified Party shall not have had knowledge or notice of such claim or action, (y) the Lessee or any Affiliate thereof shall have had knowledge or notice of such claim or action, provided, in either instance, the Lessee's ability to defend such claim or action shall not thereby be materially impaired.

(c) In addition to and without limitation of all other representations, warranties and covenants made by the Lessee under this Agreement, the Lessee further represents, warrants and covenants that the Lessee has not used Hazardous Materials (as defined hereinafter) on, from, or affecting the Grand Facility in any manner which violates Federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, except as set forth in a certain Phase I Environmental Site Assessment, dated October 16, 1995, prepared by Testwell Craig Laboratories, Inc., a true and correct copy of which the Lessee has delivered to the Agency (the "Audit"), to the best of the Lessee's knowledge, no prior owner of the Grand Facility or any tenant, subtenant, prior tenant or prior subtenant have used Hazardous Materials on, from, or affecting the Grand Facility in any manner which violates Federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Without limiting the foregoing, the Lessee shall not cause or permit the Grand Facility or any part of either thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable Federal, state and local laws or regulations, nor shall the Lessee cause or permit, as a result of any intentional or unintentional act or omission on the part of the Lessee or any tenant or subtenant, a release of Hazardous Materials in violation of such laws or regulations onto the Grand Facility or onto any other property. The Lessee shall comply with and ensure compliance by all tenants and subtenants with all applicable Federal, state and

local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The Lessee shall (i) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Grand Facility (x) in accordance with all applicable Federal, state and local laws, ordinances, rules, regulations, and policies, (y) to the reasonable satisfaction of the Agency, and (z) in accordance with the orders and directives of all Federal, state and local governmental authorities, and (ii) defend, indemnify, and hold harmless each Indemnified Party from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (w) the presence, disposal, release, or threatened release of any Hazardous Materials on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, at or otherwise constituting a part of the Grand Facility; (x) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (y) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (z) any violation of laws, orders, regulations, requirements or demands of government authorities, in any written policies or requirements of the Agency or the Trustee notice of which has been given to Lessee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event this Agreement is terminated, the Lessee shall deliver the Grand Facility free of any and all Hazardous Materials so that the conditions of the Grand Facility shall conform with all applicable Federal, state and local laws, ordinances, rules or regulations affecting the Grand Facility. For purposes of this paragraph, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule, or regulation. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Lessee may have to any Indemnified Party at common law, and shall survive the termination of this Agreement.

The parties hereto agree that the reference in this Section 6.2(c) to the Audit is not intended, and should not be deemed to intend, to modify, qualify, reduce or diminish the Lessee's obligations to carry out and perform all of the covenants stated throughout this Section 6.2, including but not limited to, those covenants wherein the Lessee is obligated to indemnify each Indemnified Party and comply with all laws, ordinances, rules and regulations pertaining to Hazardous Materials.

(d) The indemnifications and protections set forth in this Section 6.2 shall be extended, with respect to each Indemnified Party, to its members, directors, officers, employees, agents and servants and persons under its control or supervision.

(e) To effectuate the purposes of this Section 6.2, the Lessee will provide for and insure (to the extent such insurance is available), in the public liability policies required in Section 4.5 hereof, not only its own liability in respect of the matters therein mentioned but also the liability pursuant to this Section 6.2 (excluding, however, the obligations set forth in Section 6.2(c) of this Agreement and obligations based upon claims arising in contract under Section 6.2 (a) of this Agreement, but only to the extent such insurance is commercially unavailable at reasonable cost). The Agency acknowledges that insurance of obligations under Section 6.2 (c) of this Agreement and obligations based upon claims arising in contract under Section 6.2 (a) of this Agreement is not of the date hereof commercially available at reasonable cost. Anything to the contrary in this Agreement notwithstanding, the covenants of the Lessee contained in this Section 6.2 shall remain in full force and effect after the termination of this Agreement until the later of (i) the expiration of the period stated in the applicable statute of limitations during which a claim or cause of action may be brought and (ii) payment in full or the satisfaction of such claim or cause of action and of all expenses and charges incurred by the Indemnified Party relating to the enforcement of the provisions herein specified.

(f) For the purposes of this Section 6.2, the Lessee shall not be deemed an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

Section 6.3. Compensation and Expenses of Trustee, Bond Registrar, Paying Agents and Agency. The Lessee shall, to the extent not paid out of the proceeds of the Bonds as financing expenses, pay the following annual fees, charges and expenses and other amounts (i) the initial and annual fees of the Trustee for the ordinary services of the Trustee rendered and its ordinary expenses incurred under the Indenture, including reasonable fees and expenses as Bond Registrar and in connection with preparation

of new Bonds upon exchanges or transfers or making any investments in accordance with the Indenture, (ii) the reasonable fees and charges of the Trustee and any Paying Agents on the Bonds for acting as paying agents as provided in the Indenture, including the reasonable fees of its counsel, (iii) the reasonable fees and charges of the Trustee for extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, including reasonable counsel fees, and (iv) the reasonable fees, costs and expenses of the Bond Registrar, and the reasonable fees, costs and expenses (including legal, accounting and other administrative expenses) of the Agency. The Lessee shall further pay the reasonable fees, costs and expenses of the Agency together with any reasonable fees and disbursements incurred by the Agency's Bond Counsel and General Counsel in performing services for the Agency in connection with this Agreement or the Indenture or any other Security Document.

The Lessee further agrees to pay, as an annual administrative servicing fee to the Agency, the amount of \$400 payable initially on the sale and delivery by the Agency of the Series 1996 Bonds and on every June 1 thereafter until the termination of this Agreement. Such fee shall be adjusted annually by increasing such fee in the same proportion as the cost-of-living increases from the month of such sale and delivery (as measured by the United States Consumer Price Index of the United States Bureau of Labor Statistics, New York-New Jersey Index, All Urban Consumers (1996) or any comparable successor index) to the most recent month for which such Index has been published, the amount of such adjustment to be furnished by written notice to the Lessee by the Agency, provided that the total amount of all such servicing fees shall not cause any of the Bonds to be arbitrage bonds.

Section 6.4. Retention of Title to or Interest in Grand Facility; Grant of Easements; Release of Certain Land. The Agency shall not sell, assign, encumber (other than Permitted Encumbrances), convey or otherwise dispose of the Grand Facility or any part thereof or interest therein during the term of this Agreement, except to the Lessee pursuant to Article VIII hereof, and except as set forth below and in Sections 4.2 and 7.2 hereof, without the prior written consent of the Lessee and the Trustee and any purported disposition without such consent shall be void.

The Agency will, however, at the written request of the Lessee, so long as there exists no Event of Default hereunder, grant such rights-of-way or easements over, across, or under, the Facility Realty (Grand Facility), or grant such permits or licenses in respect to the use thereof, free from the leasehold estate of this Agreement, as shall be necessary or convenient for the operation or use of the Grand Facility, provided that such leases, rights-of-way, easements, permits or licenses shall not adversely

affect the use or operation of the Grand Facility, and provided, further, that any consideration received by the Agency or the Lessee from the granting of said leases, rights-of-way, easements, permits or licenses shall be paid to the Trustee and deposited in the Redemption Account (Grand Facility) of the Bond Fund. The Agency agrees, at the sole cost and expense of the Lessee, to execute and deliver and to cause and direct the Trustee to execute and deliver any and all instruments necessary or appropriate to confirm and grant any such right-of-way or easement or any such permit or license and to release the same from the leasehold estate of the Company Lease (Grand Facility) and this Agreement.

Notwithstanding any other provision of this Agreement, so long as there exists no Event of Default hereunder, the Lessee may from time to time request in writing to the Agency the release of and removal from this Agreement and the leasehold estate created hereby, of any unimproved part of the Facility Realty (Grand Facility) (on which none of the improvements, including the buildings, structures, improvements, related facilities, machinery, equipment, major appurtenances, fixtures or other property comprising the Grand Facility are situated) provided that such release and removal will not adversely affect the use or operation of the Grand Facility. Upon any such request by the Lessee, the Agency shall, at the sole cost and expense of the Lessee, execute and deliver and cause and direct the Trustee to execute and deliver any and all instruments necessary or appropriate to so release and remove such portion of the Facility Realty (Grand Facility) and convey its interest therein to the Lessee or such Person as the Lessee may designate subject to the following: (a) any liens, easements, encumbrances and reservations to which title to said property was subject at the time of recording of this Agreement; (b) any liens, easements and encumbrances created at the request of the Lessee or to the creation or suffering of which the Lessee consented; (c) any liens and encumbrances or reservations resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Agreement; (d) Permitted Encumbrances (other than the lien of this Agreement); and (e) any liens for taxes or assessments not then delinquent; provided, that, no such release shall be effected unless there shall be deposited with the Trustee the following:

(1) A certificate of an Independent Engineer, dated not more than sixty (60) days prior to the date of the release, stating that, in the opinion of the person signing such certificate, the portion of the Facility Realty (Grand Facility) and the release so proposed to be made is not needed for the operation of the Grand Facility, will not materially adversely affect the use or operation of the Grand Facility and will not destroy the means of ingress thereto and egress therefrom; and

(2) An amount of cash for deposit in the Redemption Account (Grand Facility) of the Bond Fund equal to the greatest of (A) the original cost of such portion of the Facility Realty (Grand Facility) so released, such cost to be determined by the appraisal of an independent real estate brokerage firm of recognized standing within the City, (B) the fair market value of such portion, such value to be determined by the appraisal of an independent real estate brokerage firm of recognized standing within the City, and (C) if such portion is released in connection with the sale of such portion, the amount received by the Lessee upon such sale.

No conveyance or release effected under the provisions of this Section 6.4 shall entitle the Lessee to any abatement or diminution of the rents payable under Section 3.3 hereof or the other payments required to be made by the Lessee under this Agreement.

Section 6.5. Lessee's Covenant as to Tax Exemption. (a) The Lessee covenants with the Agency, with the Trustee and with each of the Holders of the Bonds, that it will comply with all of the terms, provisions and conditions set forth in the Tax Regulatory Agreement, including, without limitation, the making of any payments and filings required thereunder.

(b) The representations, warranties, covenants and statements of expectation of the Lessee set forth in the Tax Regulatory Agreement are by this reference incorporated in this Agreement as though fully set forth herein.

(c) If any Bondholder receives from the Internal Revenue Service a notice of assessment and demand for payment with respect to interest on any Bond, an appeal may be taken by the Bondholder at the option of either the Bondholder or the Lessee. In either case all expenses of the appeal including reasonable counsel fees shall be paid by the Lessee, and the Bondholder and the Lessee shall cooperate and consult with each other in all matters pertaining to any such appeal, except that no Bondholder shall be required to disclose or furnish any non-publicly disclosed information, including, without limitation, financial information and tax returns. Before the taking of any appeal, however, the Bondholder shall have the right to require the Lessee to pay the tax assessed and conduct the appeal as a contest for reimbursement.

(d) Not later than one hundred twenty (120) days following a Determination of Taxability, the Lessee shall pay or cause to be paid to the Trustee an amount sufficient, when added to the amount then in the Bond Fund and available for such purpose, to retire and redeem all Bonds then Outstanding, in accordance with Section 2.03(f) of the Indenture.

(e) The obligation of the Lessee to make the payments provided for in this Section shall be absolute and unconditional, and the failure of the Agency, the Trustee or any other Person to execute or deliver or cause to be delivered any documents or to take any action required under this Agreement or otherwise shall not relieve the Lessee of its obligation under this Section.

Section 6.6. Financial Statements; No-Default Certificates. (a) The Lessee agrees to furnish to the Agency and the Trustee, (i) as soon as available and in any event within one-hundred seventy-five (175) days after the close of each Fiscal Year of the Lessee, a copy of the annual audited financial statements of the Lessee, including balance sheets as at the end of such year, and the related statements of income, balances, earnings, retained earnings and changes in financial position for such Fiscal Year, prepared in accordance with generally accepted accounting principles and practices, and reviewed by an independent certified public accountant who is reasonably acceptable to the Trustee, and (ii) as soon as available and in any event within sixty (60) days after the close of each of the first three fiscal quarters of each fiscal year of the Lessee, a copy of the unaudited financial statements of the Lessee, including balance sheets as at the end of such quarter, and the related statements of income, balances, earnings, retained earnings and changes in financial position for such quarter, prepared in accordance with generally accepted accounting principles and practices, certified by the chief financial officer of the Lessee.

(b) The Lessee shall deliver to the Agency and the Trustee with each delivery of annual financial statements required by Section 6.6(a)(i) hereof, (i) a certificate of an Authorized Representative of the Lessee as to whether or not, as of the close of such preceding Fiscal Year of the Lessee, and at all times during such Fiscal Year, the Lessee was in compliance with all the provisions which relate to the Lessee in this Agreement and in any other Security Document to which it shall be a party, and as to whether or not a Determination of Taxability has occurred, and if such Authorized Representative shall have obtained knowledge of any default in such compliance or notice of such default or Determination of Taxability, he shall disclose in such certificate such default or defaults or notice thereof and the nature thereof, whether or not the same shall constitute an Event of Default hereunder, and any action proposed to be taken by the Lessee with respect thereto, and (ii) a certificate of an Authorized Representative of the Lessee that the insurance it maintains complies with the provisions of Section 4.5 of this Agreement, that such insurance has been in full force and effect at all times during the preceding Fiscal Year of the Lessee, and that duplicate copies of all policies or certificates thereof have been filed with the Agency and the Trustee and are in full force and effect. In



addition, upon twenty (20) days' prior request by the Agency or the Trustee, the Lessee will execute, acknowledge and deliver to the Agency and the Trustee a certificate of an Authorized Representative of the Lessee either stating that to his knowledge no default or breach exists hereunder or specifying each such default or breach of which he has knowledge.

(c) The Lessee shall immediately notify the Agency and the Trustee of the occurrence of any Event of Default or any event which with notice and/or lapse of time would constitute an Event of Default under any Security Document of which it has knowledge. Any notice required to be given pursuant to this subsection shall be signed by an Authorized Representative of the Lessee and set forth a description of the default and the steps, if any, being taken to cure said default. If no steps have been taken, the Lessee shall state this fact on the notice.

Section 6.7. Discharge of Liens. (a) If any lien, encumbrance or charge is filed or asserted, or any judgment, decree, order, levy or process of any court or governmental body is entered, made or issued or any claim (such liens, encumbrances, charges, judgments, decrees, orders, levies, processes and claims being herein collectively called "Liens"), whether or not valid, is made against the Grand Facility or any part thereof or the interest therein of the Agency, the Lessee or the Trustee or against any of the rentals or other amounts payable under this Agreement or the interest of the Lessee under this Agreement other than Liens for Impositions (as defined in Section 4.4) not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by Section 6.7(b), the Lessee forthwith upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to the Agency and the Trustee and take all action (including the payment of money and/or the securing of a bond) at its own cost and expense (unless such liens resulted solely from the act or omission of the Agency or the Trustee) as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of the Agency for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against the Agency's interest in the Grand Facility.

(b) The Lessee may at its sole expense contest (after prior written notice to the Agency and the Trustee), by appropriate action conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Lien, if (1) such proceeding shall suspend the execution or enforcement of

such Lien against the Grand Facility or any part thereof or interest therein, or in the Lease Agreement, of the Agency, the Lessee or the Trustee or against any of the rentals or other amounts payable under this Agreement, (2) neither the Grand Facility nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (3) neither the Lessee, the Agency nor the Trustee would be in any danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (4) the Lessee shall have furnished such security, if any, as may be required in such proceedings or as may be reasonably requested by the Trustee to protect the security intended to be offered by the Indenture.

Section 6.8. Agency's Authority; Covenant of Quiet Enjoyment. The Agency covenants and agrees that it has full right and lawful authority to enter into this Agreement for the full term hereof, including the right to grant the options to purchase herein contained, and that, subject to the terms and provisions of the Indenture and Permitted Encumbrances, so long as the Lessee shall pay the rent and all other sums payable by it under this Agreement and shall duly observe all the covenants, stipulations and agreements herein contained obligatory upon it and an Event of Default shall not exist hereunder, the Lessee shall have, hold and enjoy, during the term hereof, peaceful, quiet and undisputed possession of the Grand Facility, and the Agency (at the sole cost and expense of the Lessee) shall from time to time take all necessary action to that end, subject to Permitted Encumbrances.

Section 6.9. No Warranty of Condition or Suitability. THE AGENCY HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, FITNESS, DESIGN, OPERATION OR WORKMANSHIP OF ANY PART OF THE GRAND FACILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE GRAND FACILITY, OR THE SUITABILITY OF THE GRAND FACILITY FOR THE PURPOSES OR NEEDS OF THE LESSEE OR THE EXTENT TO WHICH PROCEEDS DERIVED FROM THE SALE OF THE BONDS WILL BE SUFFICIENT TO PAY THE COST OF COMPLETION OF THE PROJECT. THE LESSEE ACKNOWLEDGES THAT THE AGENCY IS NOT THE MANUFACTURER OF THE FACILITY EQUIPMENT (GRAND FACILITY) NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN. THE LESSEE IS SATISFIED THAT THE GRAND FACILITY IS SUITABLE AND FIT FOR ITS PURPOSES. THE AGENCY SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER TO THE LESSEE OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE PROPERTY OF THE GRAND FACILITY OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED.

Section 6.10. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Earnings Fund, the Rebate Fund, the Debt Service Reserve Fund, the Bond Fund, the Grand Account of the Project Fund or the Grand Account of the Renewal Fund upon the expiration or sooner or later termination of the term of this Agreement as provided in this Agreement, after payment in full of the Bonds (in accordance with Section 10.01 of the Indenture), the fees, charges and expenses of the Trustee, the Bond Registrar, the Paying Agents and the Agency in accordance with the Indenture and after all rents and all other amounts payable hereunder, shall have been paid in full, and after all amounts required to be rebated to the Federal government pursuant to the Tax Regulatory Agreement or the Indenture shall have been so paid, shall belong to and be promptly paid to the Lessee by the Trustee as overpayment of rents.

Section 6.11. Issuance of Additional Bonds. The Agency and the Lessee recognize that under the provisions of and subject to the conditions set forth in the Indenture, the Agency is authorized, with the consent of the Holders of at least sixty six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds Outstanding, to enter into a Supplemental Indenture and issue one or more series of Additional Bonds on a parity with the Series 1996 Bonds for the purpose of (i) completing the Project, (ii) providing funds in excess of the Net Proceeds of insurance or eminent domain to repair, relocate, replace, rebuild or restore the Grand Facility in the event of damage, destruction or taking by eminent domain, (iii) providing extensions, additions or improvements to the Grand Facility, or (iv) refunding Outstanding Bonds. If the Lessee is not in default hereunder, the Agency will consider the issuance of Additional Bonds in a principal amount as is specified in a written request in accordance with the applicable provisions set forth in the Indenture. If Additional Bonds are to be issued pursuant to the Indenture, the Agency and the Lessee shall enter into an amendment to this Agreement providing, among other things, for the payment by the Lessee of such additional rentals as are necessary in order to amortize in full the principal of and interest on such Additional Bonds and any other costs in connection therewith.

Any such completion, repair, relocation, replacement, rebuilding, restoration, additions, extensions or improvements shall become a part of the Grand Facility and shall be included under this Agreement to the same extent as if originally included hereunder.

Section 6.12. Employment Information, Opportunities and Guidelines. (a) Annually, by August 1 of each year until the earlier to occur of (i) the termination of this Agreement, or (ii) eight (8) years from the date hereof, the Lessee shall submit to

the Agency an employment report relating to the period commencing July 1 of the previous year and ending June 30 of the year of the obligation of the filing of such report, substantially in the form of Schedule A hereto, certified as to accuracy by the chief financial or accounting officer of the Lessee.

(b) The Lessee shall ensure that all employees and applicants for employment by the Lessee or its subsidiaries, if any, with regard to the Grand Facility are afforded equal employment opportunities without discrimination. Except as it otherwise provided by collective bargaining contracts or agreements, new employment opportunities created as a result of the Project shall be listed with the New York State Department of Labor Community Services Division, and with the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Facility Realty (Grand Facility) is located. Except as is otherwise provided by collective bargaining contracts or agreements, the Lessee agrees, where practicable, to first consider, and cause each of its Affiliates, if any, at the Grand Facility to first consider, persons eligible to participate in the Federal Job Training Partnership (P.L. No. 97-30) programs who shall be referred by administrative entities of service delivery areas created pursuant to such act or by the Community Services Division of the New York State Department of Labor for such new employment opportunities.

(c) The Lessee hereby authorizes any private or governmental entity, including but not limited to the New York State Department of Labor ("DOL"), to release to the Agency and/or the New York City Economic Development Corporation ("EDC"), and/or to the successors and assigns of either (collectively, the "Information Recipients"), any and all employment information under its control and pertinent to the Lessee and the employees of the Lessee to enable the Agency and/or EDC to comply with its reporting applicable Laws, rules or regulations. In addition, upon the Agency's request, the Lessee shall provide to the Agency any employment information in the possession of the Lessee which is pertinent to the Lessee and the employees of the Lessee to enable the Agency and/or EDC to comply with its reporting requirements required by New York City Local Law 69 of 1993 and any other applicable laws, rules or regulations. Information released or provided to Information Recipients by DOL, or by any other governmental entity, or by any private entity, or by the Lessee, or any information previously released as provided by all or any of the foregoing parties (collectively, "Employment Information") may be disclosed by the Information Recipients in connection with the administration of the programs of the Agency, and/or EDC, and/or the successors and assigns of either, and/or the City of New York, and/or as may be necessary to comply with law; and, without limiting the foregoing, the Employment Information may be included

in (x) reports prepared by the Information Recipients pursuant to New York City Local Law 69 of 1933, (y) other reports required of the Agency, and (z) any other reports required by law. This authorization shall remain in effect throughout the term of this Agreement.

Section 6.13. Redemption Under Certain Circumstances; Special Covenants. (a) Upon the determination by resolution of the members of the Agency that the Lessee is operating the Grand Facility or any portion thereof, or is allowing the Grand Facility or any portion thereof to be operated, in violation of applicable material law or not as a qualified "project" in accordance with the Act and the failure of the Lessee within sixty (60) days (or such longer period as may be established pursuant to the proviso to this sentence) of the receipt by the Lessee of written notice of such noncompliance from the Agency to cure such noncompliance together with a copy of such resolution (a copy of which notice shall be sent to the Trustee), the Lessee covenants and agrees that it shall, on the immediately succeeding Interest Payment Date following the termination of such sixty (60) day (or longer) period, pay to the Trustee advance rentals in immediately available funds in an amount sufficient to redeem the Outstanding Bonds which are allocable to the Grand Facility in whole at the Redemption Price of 100% of the aggregate principal amount of such Outstanding Bonds together with interest accrued thereon to such Interest Payment Date, provided, however, that if such noncompliance cannot be cured within such period of sixty (60) days with diligence (and is capable of being cured) and the Lessee promptly commences the curing of such non-compliance and thereafter prosecutes the curing thereof with diligence and to the Agency's reasonable satisfaction, such period of time within which the Lessee may cure such failure shall be extended for such additional period of time as may be necessary to cure the same with diligence and the Agency shall notify the Trustee and the Bondholders of such series of Bonds of any such extension. The Agency shall give prior written notice of the meeting at which the members of the Agency are to consider such resolution to the Lessee and the Trustee, which notice shall be no less than sixty (60) days prior to such meeting.

(b) In the event the Lessee fails to obtain or maintain the public liability insurance with respect to the Grand Facility required under Section 4.5 hereof, and the Lessee shall fail to cure such noncompliance within 10 days of the receipt by the Lessee of written notice of such noncompliance from the Agency and a demand by the Agency on the Lessee to cure such noncompliance, upon notice or waiver of notice as provided in the Indenture, the Lessee shall pay to the Trustee advance rentals in immediately available funds in an amount sufficient to redeem all Bonds then Outstanding which are allocable to the Grand Facility at the Redemption Price of one hundred per centum (100%) of the unpaid principal amount of

the Bonds, together with interest accrued thereon to the date of redemption.

(c) In the event the Lessee assigns, transfers or subleases all or a portion of the Grand Facility in violation of the provisions of Section 9.3 of this Agreement, and the Lessee shall fail to cure such noncompliance within 10 days of the receipt by the Lessee of written notice of such noncompliance from the Agency and a demand by the Agency on the Lessee to cure such noncompliance, upon notice or waiver of notice as provided in the Indenture, the Lessee shall pay to the Trustee advance rentals in immediately available funds in an amount sufficient to redeem all then Outstanding Bonds which are allocable to the Grand Facility at the Redemption Price of one hundred per centum (100%) of the unpaid principal amount of the Bonds, together with interest accrued thereon to the date of redemption.

(d) Upon the circumstances set forth in Sections 2.03(c), (d), (e) and (f) of the Indenture, the Lessee shall pay or cause the prepayment of its lease rental obligation upon the circumstances and in the manner set forth in the Indenture.

Section 6.14. Further Assurances. The Lessee will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments, conveyances, transfers and assurances, including Uniform Commercial Code financing statements, at the sole cost and expense of the Lessee, as the Agency or the Trustee deems reasonably necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Agreement and any rights of the Agency or the Trustee hereunder under the Indenture.

Section 6.15. [Reserved]

Section 6.16. Recording and Filing. This Agreement as originally executed or a memorandum thereof shall be recorded by the Lessee subsequent to the recordation of the Indenture, in the appropriate office of the Register of The City of New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof. The security interest of the Agency created herein and the assignment of such security interest to the Trustee shall be perfected by the filing of financing statements by the Lessee which fully comply with the New York State Uniform Commercial Code - Secured Transactions in the office of the Secretary of State of the State, in the City of Albany, New York and in the appropriate office of the Register of The City of New York. Upon request of the Trustee, the Lessee shall file or cause to be filed all necessary continuation statements (and additional financing statements) within the time

prescribed by the New York State Uniform Commercial Code - Secured Transactions in order to continue (or attach and perfect) the security interest created by this Agreement, to the end that the rights of the Agency, the Holders of the Bonds and the Trustee in the Grand Facility shall be fully preserved as against creditors or purchasers for value from the Agency or the Lessee. The Agency and the Trustee are authorized, if permitted by applicable law, to file one or more Uniform Commercial Code financing statements disclosing any security interest in the Grand Facility and this Agreement, and the sums due under this Agreement, without the signature of the Lessee or signed by the Agency or the Trustee as attorney-in-fact for the Lessee. The Lessee agrees to furnish the Agency and the Trustee with the Opinion of Counsel addressed to the Agency and the Trustee referred to in Section 7.08 of the Indenture and shall perform all other acts (including the payment of all costs) necessary in order to enable the Agency to comply with Section 7.08 of the Indenture.

Section 6.17. Right to Cure Agency Defaults. The Agency hereby grants the Lessee full authority for account of the Agency to perform any covenant or obligation the non-performance of which is alleged to constitute a default in any notice received by the Lessee, in the name and stead of the Agency, with full power of substitution.

Section 6.18. Preservation of Exempt Status. (a) The Lessee represents and warrants that as of the date of execution of this Agreement: (i) it is an organization described in Section 501(c)(3) of the Code; (ii) it has received a ruling letter or determination from the Internal Revenue Service to that effect; (iii) such letter or determination has not been modified, limited or revoked; (iv) it is in compliance with all terms, conditions and limitations, if any, contained in or forming the basis of such letter or determination; (v) the facts and circumstances which form the basis of such letter of determination continue substantially to exist as represented to the Internal Revenue Service; (vi) it is not a "private foundation", as defined in Section 509 of the Code; and (vii) it is exempt from Federal income taxes under Section 501(a) of the Code and it is in compliance with the provisions of said Code and any applicable regulations thereunder necessary to maintain such status.

(b) The Lessee agrees that (i) it shall not perform any acts, enter into any agreements, carry on or permit to be carried on at the Grand Facility, or permit the Grand Facility to be used in or for any trade or business, which shall adversely affect the basis for its exemption under Section 501 of such Code; (ii) it shall not use more than three percent (3%) of the proceeds of the Bonds or permit the same to be used, directly or indirectly, in any trade or business that constitutes an unrelated trade or business

as defined in Section 513(a) of the Code or in any trade or business carried on by any person or persons who are not governmental units or Section 501(c)(3) organizations; (iii) the Project conforms to the description contained in the Appendices hereto and it shall not directly or indirectly use the proceeds of the Bonds to make or finance loans to persons other than governmental units or Section 501(c)(3) organizations; (iv) it shall not take any action or permit any circumstances within its control to arise or continue, if such action or circumstances, or its expectation on the date of issue of any series of the Bonds, would cause the Bonds to be "arbitrage bonds" under the Code or cause the interest paid by the Agency on the Bonds to be subject to Federal income tax in the hands of the Holders thereof; and (v) it shall use its best efforts to maintain the tax-exempt status of the Bonds.

Section 6.19. Securities Law Status. The Lessee affirmatively represents, warrants and covenants that, as of the date of this Agreement, the Grand Facility shall be operated (i) "exclusively" (as such term is interpreted pursuant to Section 501(c)(3) of the Code and the regulations thereunder) for civic or charitable purposes; (ii) not for pecuniary profit; and (iii) such that no part of the net earnings of the Lessee shall inure to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended. The Lessee agrees that it shall not perform any act nor enter into any agreement which shall change such status as set forth in this Section.



Section 6.20. Current Facility Equipment (Grand Facility) Description. The Lessee covenants and agrees that throughout the term of this Agreement, including upon the completion of the Project or of any replacement, repair, restoration or reconstruction of the Grand Facility pursuant to Section 5.1 hereof, it will cause the Description of Facility Equipment (Grand Facility) attached as part of the Appendices to this Agreement to be an accurate and complete description of all current items of Facility Equipment (Grand Facility). To this end, the Lessee covenants and agrees (i) that no requisition shall be submitted to the Trustee for moneys from the Grand Account of the Project Fund for the acquisition or installation of any item of Facility Equipment (Grand Facility), (ii) that no item of Facility Equipment (Grand Facility) shall be substituted or replaced by a new item of machinery or equipment pursuant to Section 4.2(a) or 5.1 hereof, and (iii) that no item of Facility Equipment (Grand Facility) shall be delivered and installed at the Facility Realty (Grand Facility) as part of the Grand Facility, unless in each case such item of machinery or equipment shall be accurately and sufficiently described in the Description of Facility Equipment (Grand Facility) in the Appendices attached as part of this Agreement, and the Lessee shall from time to time prepare and deliver to the Agency and the Trustee supplements to such Appendix in compliance with the foregoing. Such supplement shall be executed and delivered by the appropriate parties and, at the Agency's or the Lessee's request, duly recorded by the Lessee, and, at the Agency's request, additional financing statements with respect thereto shall be duly filed by the Lessee.

**ARTICLE VII**  
Events of Default; Remedies

Section 7.1. Events of Default. Any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of the Lessee to pay any rental that has become due and payable by the terms of Section 3.3 hereof which results in a default in the due and punctual payment of the principal of, Sinking Fund Installments for, redemption premium, if any, or interest on any Bond;

(b) Failure of the Lessee to pay any amount (except the obligation to pay rent under Section 3.3 hereof) that has become due and payable or to observe and perform any covenant, condition or agreement on its part to be performed under Sections 4.4 or 4.5 hereof and continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice specifying the nature of such default from the Agency, the Trustee or the Holders of more than twenty-five per centum (25%) in aggregate principal amount of the Bonds Outstanding;

(c) Failure of the Lessee to observe and perform any covenant, condition or agreement hereunder on its part to be performed (except as set forth in Section 7.1(a), (b) or (f) hereof) and (1) continuance of such failure for a period of thirty (30) days after receipt by the Lessee of written notice specifying the nature of such default from the Agency, the Trustee or the Holders of more than twenty-five per centum (25%) in aggregate principal amount of the Bonds Outstanding, or (2) if by reason of the nature of such default the same can be remedied, but not within the said thirty (30) days, the Lessee fails to proceed with reasonable diligence after receipt of said notice to cure the same or fails to continue with reasonable diligence its efforts to cure the same;

(d) The Lessee shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, liquidator, custodian or trustee of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts generally become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) take any action for the purpose of effecting any of the foregoing, or (vii) be adjudicated a bankrupt or insolvent by any court;

(e) A proceeding or case shall be commenced, without the application or consent of the Lessee, in any court of competent jurisdiction, seeking, (i) liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts, (ii) the appointment of a trustee, receiver, liquidator, custodian or the like of the Lessee or of all or any substantial part of its assets, (iii) similar relief under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days or (iv) the Lessee shall fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against itself in an involuntary case under such Bankruptcy Code; the terms "dissolution" or "liquidation" of the Lessee as used above shall not be construed to prohibit any action otherwise permitted by Section 6.1 hereof;

(f) Failure of the Lessee to make any payment when due pursuant to Section 3.3(b) hereof; provided, however, that the Trustee shall promptly notify the Lessee of the default pursuant to this Section 7.1(f) and continuance of such default for five (5) Business Days following receipt of notice;

(g) Any representation or warranty made (i) by or on behalf of the Lessee in the application, commitment letter and related materials submitted to the Agency or the initial purchaser(s) of the Series 1996 Bonds for approval of the Project or its financing, or (ii) by the Lessee herein or in any of the other Security Documents or (iii) in the Letter of Representation and Indemnity Agreement delivered to the Agency, the Trustee and the original purchaser(s) of the Series 1996 Bonds, or (iv) in the Tax Regulatory Agreement, or (v) in any report, certificate, financial statement or other instrument furnished pursuant hereto or any of the foregoing shall prove to be false, misleading or incorrect in any material respect as of the date made provided, however, that the Trustee shall promptly notify Lessee of the default pursuant to this Section 7.1(g) and the Lessee shall have five Business Days from the receipt of such notice in which to cure the same; or

(h) An "Event of Default" under the Indenture, the Prime Leases or under any other Security Document shall occur and be continuing.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 hereof shall have occurred and be continuing, the Agency, or the Trustee where so provided, may, take any one or more of the following remedial steps:

(a) The Trustee, as and to the extent provided in Article VIII of the Indenture, may cause all principal installments of rent payable under Section 3.3 hereof for the remainder of the term of this Agreement to be immediately due and payable, whereupon the same, together with the accrued interest thereon, shall become immediately due and payable; provided, however, that upon the occurrence of an Event of Default under Section 7.1(d) or (e) hereof, all principal installments of rent payable under Section 3.3 hereof for the remainder of the term of this Agreement, together with the accrued interest thereon, shall immediately become due and payable without any declaration, notice or other action of the Agency, the Trustee, the Holders of the Bonds or any other Person being a condition to such acceleration;

(b) The Agency, with the prior written consent of the Trustee, or the Trustee, may re-enter and take possession of the Grand Facility without terminating this Agreement, and sublease the Grand Facility for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by the sublessee in such subletting, and the rents and other amounts payable by the Lessee hereunder;

(c) The Agency, with the prior written consent of the Trustee, or the Trustee, may terminate this Agreement, and exclude the Lessee from possession of the Grand Facility, in which case this Agreement and all of the estate, right, title and interest herein granted or vested in the Lessee shall cease and terminate. No such termination of this Agreement shall relieve the Lessee of its liability and obligations hereunder and such liability and obligations shall survive any such termination;

(d) The Agency or the Trustee may take whatever action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements or covenants of the Lessee under this Agreement;

(e) The Trustee may take any action permitted under the Indenture with respect to an Event of Default thereunder; and

(f) The Agency, without the consent of the Trustee or any Bondholder, may proceed to enforce the Agency's Reserved Rights by (i) an action for damages, injunction or specific performance, and/or (ii) conveying all of the Agency's right, title and interest in the Grand Facility to the Lessee.

In the event that the Lessee fails to make any rental payment required in Section 3.3 hereof, the installment so in

default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid.

No action taken pursuant to this Section 7.2 (including repossession of the Grand Facility or termination of this Agreement pursuant to this Section 7.2 or by operation of law or otherwise) shall, except as expressly provided herein, relieve the Lessee from the Lessee's obligations hereunder, all of which shall survive any such action.

Section 7.3. Reletting of Grand Facility. If the right of the Lessee to the occupancy, use and possession of the Grand Facility shall be terminated in any way, the Agency may relet the same or any part thereof for the account and benefit of the Lessee for such rental terms to such Persons and for such period or periods as may be fixed and determined by the Agency after notice to and approval by the Trustee, but the Agency shall not unreasonably refuse to accept or receive (or delay acceptance or receipt of) any suitable occupant or tenant offered by the Lessee. The Agency and the Trustee shall not otherwise be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Lessee, and if a sufficient sum shall not be received from any reletting to satisfy the rental payments hereby agreed to be made by the Lessee, after paying the expenses of reletting and collection, then the Lessee hereby agrees to pay and satisfy any such deficiency if, as and when the same exists; provided, however, any excess rentals from any such reletting shall be credited to any rental due or to become due by the Lessee.

Section 7.4. Remedies Cumulative. The rights and remedies of the Agency or the Trustee under this Agreement shall be cumulative and shall not exclude any other rights and remedies of the Agency or the Trustee allowed by law with respect to any default under this Agreement. Failure by the Agency or the Trustee to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by the Lessee hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce by mandatory injunction, specific performance or other appropriate legal remedy a strict compliance by the Lessee with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default by the Lessee be continued or repeated, or of the right to recover possession of the Grand Facility by reason thereof.

Section 7.5. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach

hereunder. No waiver shall be binding unless it is in writing and signed by the party making such waiver. No course of dealing between the Agency and/or the Trustee and the Lessee or any delay or omission on the part of the Agency and/or the Trustee in exercising any rights hereunder or under the Indenture or under any other Security Document shall operate as a waiver. To the extent permitted by applicable law, the Lessee hereby waives the benefit and advantage of, and covenants not to assert against the Agency or the Trustee, any valuation, inquisition, stay, appraisement, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or reletting made under the judgment, order or decree of any court or under the powers of sale and reletting conferred by this Agreement or otherwise.

Section 7.6. Effect on Discontinuance of Proceedings. In case any proceeding taken by the Trustee under the Indenture or this Agreement or under any other Security Document on account of any Event of Default hereunder or under the Indenture shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then, and in every such case, the Agency, the Trustee and the Holders of the Bonds shall be restored, respectively, to their former positions and rights hereunder and thereunder, and all rights, remedies, powers and duties of the Trustee shall continue as in effect prior to the commencement of such proceedings.

Section 7.7. Agreement to Pay Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Agreement, and the Agency or the Trustee should employ attorneys or incur other expenses for the collection of rentals or other amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it will on demand therefor pay to the Agency or the Trustee the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

ARTICLE VIII  
Options

Section 8.1. Options. (a) The Lessee has the option to make advance rental payments for deposit in the Redemption Account (Grand Facility) of the Bond Fund to effect the retirement in whole or the redemption in whole or in part of that series of the Bonds the proceeds of which were used to finance the acquisition or purchase of the Grand Facility, all in accordance with the terms of the Indenture; provided, however, that no partial redemption of such series of Bonds may be effected through advance rental payments hereunder if there shall exist and be continuing an Event of Default. The Lessee shall exercise its option to make such advance rental payments by delivering a written notice of an Authorized Representative of the Lessee to the Trustee in accordance with the Indenture, with a copy to the Agency, setting forth (i) the amount of the advance rental payment, (ii) the principal amount of the series of Bonds the proceeds of which were used to finance the acquisition or purchase of the Grand Facility which are Outstanding and which have been requested to be redeemed with such advance rental payment (which principal amount shall be in such minimum amount or integral multiple of such amount as shall be permitted in the Indenture), and (iii) the date on which such principal amount of such Bonds is to be redeemed. Such advance rental payment shall be paid to the Trustee in legal tender on or before the redemption date and shall be an amount which, when added to the amount on deposit in the Bond Fund and available therefor, will be sufficient to pay the Redemption Price of such series of Bonds to be redeemed, together with interest to accrue to the date of redemption and all expenses of the Agency, the Bond Registrar, the Trustee and the Paying Agents in connection with such redemption. In the event such series of Bonds is to be redeemed in whole or otherwise retired, the Lessee shall further pay on or before such redemption date, in legal tender, to the Agency, the Trustee, the Bond Registrar and the Paying Agents, as the case may be, all fees and expenses owed such party or any other party entitled thereto under this Agreement or the Indenture together with (i) all other amounts due and payable under this Agreement and the other Security Documents, and (ii) any amounts required to be rebated to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement.

(b) The Lessee shall have the option to purchase the Agency's interest in the Grand Facility commencing on that date upon which the series of the Bonds the proceeds of which were used to finance the acquisition or purchase of the Grand Facility may first optionally be redeemed in whole and on any date thereafter permitted therefor as provided in the Indenture.

(c) The Lessee shall also have the option to purchase the Agency's interest in the Grand Facility (at a price of 100% of the principal amount of the Bonds outstanding) on any date during

the term of this Agreement within ninety (90) days of the occurrence of any of the following events:

(1) The Grand Facility shall have been damaged or destroyed to such extent that as evidenced by a certificate of an Independent Engineer filed with the Agency and the Trustee (A) the Grand Facility cannot be reasonably restored within a period of two (2) years from the date of such damage or destruction to the condition thereof immediately preceding such damage or destruction, (B) the Lessee is thereby prevented or likely to be prevented from carrying on its normal operation of the Grand Facility for a period of two (2) years from the date of such damage or destruction, or (C) the restoration cost of the Grand Facility would exceed the total amount of all insurance proceeds, including any deductible amount, in respect of such damage or destruction; or

(2) Title to, or the temporary use of, all or substantially all of the Grand Facility shall have been taken or condemned by a competent authority which taking or condemnation results, or is likely to result, in the Lessee being thereby prevented or likely to be prevented from carrying on its normal operation of the Grand Facility for a period of one year from the date of such taking or condemnation, as evidenced by a certificate of an Independent Engineer filed with the Agency and the Trustee; or

(3) As a result of changes in the Constitution of the United States of America or of the State or of legislative or executive action of the State or any political subdivision thereof or of the United States of America or by final decree or judgment of any court after the contest thereof by the Lessee, this Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed herein or unreasonable burdens or excessive liabilities are imposed upon the Lessee by reason of the operation of the Grand Facility.

(d) The Lessee, in purchasing the Agency's interest in the Grand Facility pursuant to Section 8.1(c) hereof, shall file with the Agency and the Trustee the certificate prescribed by Section 8.1(c)(1) or (2) hereof together with a certificate of an Authorized Representative of the Lessee stating that, as a result of the occurrence of the event giving rise to the exercise of such option to purchase, the Lessee has discontinued, or at the earliest practicable date will discontinue, the operation of the Grand Facility for its intended purposes, and in the case of Section 8.1(b) or 8.1(c) hereof, the Lessee shall pay to the Trustee as the purchase price, in legal tender, advance rental payments, for deposit in the Bond Fund (if payment in full of the principal of or



the Redemption Price, if any, as the case may be, of, and interest on, all the Outstanding Bonds of such series which were used to finance the acquisition or purchase of the Grand Facility, and the interest thereon at maturity or upon earlier redemption has not yet been made) equal to the sum of the following:

(1) an amount which, when added to the amount on deposit in the Bond Fund and available therefor, will be sufficient to pay, retire and redeem the Outstanding Bonds of the series which were used to finance the acquisition or purchase of the Grand Facility in accordance with the provisions of the Indenture, including, without limitation, the principal of or the Redemption Price (as the case may be) of, together with interest to maturity or redemption date (as the case may be) on, such Outstanding Bonds;

(2) expenses of redemption, the fees and expenses of the Agency, the Trustee, the Bond Registrar and the Paying Agents and all other amounts due and payable by the Lessee under this Agreement and the Indenture;

(3) any amounts required to be rebated to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement; and

(4) one dollar.

(e) Upon the payment in full of the principal of and interest on the Outstanding Bonds of the series which were used to finance the acquisition or purchase of the Grand Facility (whether at maturity or earlier redemption), the Lessee shall have the option to purchase the Agency's interest in the Grand Facility and shall exercise such option by (1) delivering to the Agency prior written notice of an Authorized Representative of the Lessee no more than thirty (30) days after the payment in full of such Bonds of the exercise of such option to purchase, which notice shall set forth a requested closing date for the purchase of the Agency's interest in the Grand Facility which shall be not later than sixty (60) days after the payment in full of such series of Bonds, and (2) paying on such closing date, to the extent such sums shall not theretofore have been paid, a purchase price equal to the sum of one dollar, the fees and expenses of the Agency, the Trustee, the Bond Registrar and the Paying Agents and all other amounts due and payable under this Agreement or the Indenture, together with any amounts required to be rebated to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement. Upon the written request of the Lessee, the Agency shall not unreasonably withhold or deny its consent to the extension or waiver of any of the time periods set forth in this paragraph.

(f) The Lessee shall not, at any time, assign or transfer its option to purchase the Agency's interest in the Grand Facility as contained in this Section 8.1 separate and apart from a permitted assignment of this Agreement pursuant to Section 9.3 hereof without the prior written consent of the Agency and the Trustee.

Section 8.2. Conveyance on Exercise of Option to Purchase. At the closing of any purchase of the Agency's interest in the Grand Facility pursuant to Section 8.1 hereof, the Agency will, upon payment of the purchase price, deliver or cause to be delivered to the Lessee (a) documents conveying to the Lessee good and marketable title to the machinery, equipment and other personal property constituting part of the Facility Equipment (Grand Facility), (b) a termination of the Agency's leasehold interest in the Grand Facility, and (c) documents releasing and conveying to the Lessee all of the Agency's rights and interests in and to any rights of the action, or any insurance proceeds or condemnation award, with respect to the Grand Facility. Concurrently with the delivery of such title documents, there shall be delivered by the Agency to the Trustee any instructions or other instruments required by Section 10.01 of the Indenture to defease and pay the series of the Bonds which were used to finance the acquisition or purchase of the Grand Facility.

Upon conveyance of the Grand Facility pursuant to this Section 8.2, this Agreement and all obligations of the Lessee hereunder shall be terminated except the obligations of the Lessee under Section 1.5(q) (until the expiration of the Prime Lease (Grand Facility)).

Section 8.3. Option to Purchase or Invite Tenders of Bonds. The Lessee shall have the option, at any time during the term of this Agreement, to purchase Bonds for its own account, whether by direct negotiation, through a broker or dealer, or by making a tender offer to the Holders thereof. The Bonds so purchased by the Lessee or by any Affiliate thereof shall be delivered to the Trustee for cancellation within fifteen (15) days of the date of purchase except as provided in Article III of the Indenture. The Agency shall at all times make available or cause to be made available to the Lessee its registration books (maintained at the principal corporate trust office of the Trustee) containing the names and addresses of the Bondholders if known.

Section 8.4. Termination of Agreement. After full payment of the Bonds allocable to the Grand Facility or provision for the payment in full thereof having been made in accordance with Section 10.01 of the Indenture, the Lessee may terminate the Company Lease (Grand Facility) and this Agreement by paying, to the extent the same shall not theretofore have been paid, the fees and

expenses of the Agency, the Trustee, the Bond Registrar and the Paying Agents and all other amounts due and payable under this Agreement and the other Security Documents, together with any amounts required to be rebated to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement, and by giving the Agency notice in writing of such termination and thereupon such termination shall forthwith become effective, subject, however, to the survival of the obligations of the Lessee under Sections 1.5(q) (until the expiration of the Prime Lease (Grand Facility)), 4.3 (until such time as the Lessee shall pay taxes as the record owner of the Facility Realty (Grand Facility) or be granted an exemption therefrom, 6.2, 8.5 and 9.17.

Section 8.5. Recapture of Agency Benefits. (a) It is understood and agreed by the parties to this Agreement that the Agency is issuing the 1996 Series A Bonds to finance part of the costs of the Project with respect to the Grand Facility and is entering into this Agreement in order to accomplish the public purposes of the Act. In consideration therefor, the Lessee hereby agrees as follows:

(i) If there shall occur a Recapture Event (as defined below) prior to the completion of the Project with respect to the Grand Facility and occupancy of the Facility Realty (Grand Facility) by the Lessee and the Lessee thereafter exercises the option pursuant to Section 8.1 hereof to purchase the Grand Facility and sells all or substantially all of the Grand Facility or causes all or substantially all of the Grand Facility to be sold within two years of the exercise of such option to purchase, the Lessee shall pay to the Agency, as a return of public benefits conferred by the Agency, all Benefits as defined below.

(ii) If there shall occur a Recapture Event after the date on which the Project with respect to the Grand Facility shall have been substantially completed, which shall be that date as stated in the certificate of the Project Supervisor delivered to the Agency pursuant to Section 2.2 hereof, but not later than June 30, 1998 (the "Grand Facility Operations Commencement Date"), the Lessee shall pay to the Agency as a return of public benefits conferred by the Agency, the following amounts:

1. one hundred percent (100%) of the Benefits if the Recapture Event occurs within the first six (6) years after the Grand Facility Operations Commencement Date;
2. eighty percent (80%) of the Benefits if the Recapture Event occurs during the seventh (7th) year after the Grand Facility Operations Commencement Date;
3. sixty percent (60%) of the Benefits if the Recapture

Event occurs during the eighth (8th) year after the Grand Facility Operations Commencement Date;

4. forty percent (40%) of the Benefits if the Recapture Event occurs during the ninth (9th) year after the Grand Facility Operations Commencement Date;

5. twenty percent (20%) of the Benefits if the Recapture Event occurs during the tenth (10th) year after the Grand Facility Operations Commencement Date.

The term "Benefits" shall mean, collectively,

1. all real estate tax benefits which have accrued to the benefit of the Lessee during such time as the Agency was the owner of the Facility Realty (Grand Facility) by reason of the Agency's ownership, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under Section 4.3 hereof from those payments which the Lessee would have been required to pay during the lease term had the Lessee been the owner of the Facility Realty (Grand Facility) during such lease term, but excluding any benefit to which the Lessee would itself have been entitled, without the Agency's involvement in the Project, and deducting any costs which would not have been incurred, but for the Agency's financing and the transactions required in connection therewith, including (without limitation) leasing and conveyance of the Grand Facility to the Agency, and subleasing of the Grand Facility to the Lessee; and

2. all miscellaneous benefits derived from the Agency's participation in the financing of the costs of the Project with respect to the Grand Facility including, but not limited to, exemption from mortgage recording tax, transfer tax, sales or use tax, and filing and recording fees, but excluding any benefit to which the Lessee would itself have been entitled, without the Agency's involvement in the Project, and deducting any costs which would not have been incurred, but for the Agency's financing and the transactions required in connection therewith, including (without limitation) leasing and conveyance of the Grand Facility to the Agency, and subleasing of the Grand Facility to the Lessee; and

3. one-half of the amount (but not less than 0) derived by subtracting the aggregate of the interest portions of the installments of rent paid by the Lessee during the lease term from the net earnings (i.e., any income or interest earned by, or increment to, the proceeds of the Series 1996 Bonds allocable to the Grand Facility, net of any losses or expenses suffered as a result of such investments and any rebate payments) derived from the investment of the proceeds of the Series 1996 Bonds allocable

to the Grand Facility.

The term "Recapture Event" shall mean any of the following events during the term of this Lease:

1. The Lessee shall have liquidated its operations and/or assets or shall have ceased all or substantially all of its operations at the Grand Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the City);

2. The Lessee shall have leased all or any portion of the Grand Facility in violation of the limitations imposed by Section 9.3 hereof, without the prior written consent of the Agency;

3. The Lessee shall have effected substantial changes in the scope and nature of the Lessee's operations at the Grand Facility;

4. The Lessee shall have transferred all or substantially all of its employees to a location outside of the City; or

5. The Lessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Grand Facility.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if (a) the Recapture Event shall have arisen as a direct immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Grand Facility, or (ii) the inability of the Lessee to rebuild, repair, restore or replace the Grand Facility after the occurrence of a Loss Event to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Lessee or (b) the Lessee shall have applied, or shall have irrevocably committed to apply, the proceeds of any disposition of the Grand Facility (net of the reasonable costs incurred by the Lessee in connection with such disposition, including any commissions, taxes, filing and recording fees and legal and the professional fees and expenses in connection therewith) to finance a "civic facility" (as defined in the Act) in The City of New York within eighteen months of such disposition of the Grand Facility.

(b) The Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event occurring within ten (10) years of the Grand Facility Operations Commencement Date, which notification shall set forth the terms thereof. The

provisions of this Section 8.5 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

(c) In the event any payment owing by the Lessee under this Section 8.5 shall not be paid on demand by the Lessee, such payment shall bear interest from the date of such demand at the then current interest rate imposed by the City's Department of Finance on delinquent payments until the Lessee shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

(d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Lessee under this Section 8.5.

**ARTICLE IX**  
Miscellaneous

Section 9.1. Indenture; Amendment. The Lessee shall have and may exercise all the rights, powers and authority stated to be in the Lessee in the Indenture and in the Bonds, and the Indenture and the Bonds shall not be modified, altered or amended in any manner which adversely affects such rights, powers and authority so stated to be in the Lessee or otherwise adversely affects the Lessee without the written consent of the Lessee.

Section 9.2. Force Majeure. In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Lessee to make the rental payments or other payments required under the terms hereof, or to comply with Sections 4.5 or 6.2 hereof), so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure", as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Section 9.3. Assignment or Sublease. The Lessee may not at any time assign or transfer this Agreement, or sublet the whole or any part of the Grand Facility without the prior written consent of the Agency and the Trustee (which consents shall not be unreasonably withheld or delayed); provided further, that, (1) the

Lessee shall nevertheless remain liable to the Agency for the payment of all rent and for the full performance of all of the terms, covenants and conditions of this Agreement and of any other Security Document to which it shall be a party, (2) any assignee or transferee of the Lessee or sublessee in whole of the Grand Facility shall have assumed in writing and have agreed to keep and perform all of the terms of this Agreement on the part of the Lessee to be kept and performed from and after such assignment, transfer or sublease, shall be jointly and severally liable with the Lessee for the performance thereof from and after such assignment, transfer or sublease, shall be subject to service of process in the State, and, if a corporation, shall be qualified to do business in the State, (3) in the Opinion of Counsel, such assignment, transfer or sublease shall not legally impair in any respect the obligations of the Lessee for the payment of all rents nor for the full performance of all of the terms, covenants and conditions of this Agreement or of any other Security Document to which the Lessee shall be a party, nor impair or limit in any respect the obligations of any obligor under any other Security Document, nor cause the interest on the Series 1996 Bonds to become includable in gross income for purposes of Federal income taxes, (4) any assignee, transferee or sublessee shall utilize the Grand Facility as a qualified "project" within the meaning of the Act, and shall be a not-for-profit corporation constituting a Tax-Exempt Organization, (5) such assignment, transfer or sublease shall not violate any provision of this Agreement, the Indenture or any other Security Document, (6) with respect to any subletting in part, the term of each such sublease does not exceed five (5) years and at any given date, no more than an aggregate of twenty percent (20%) of such space would be subleased by the Lessee, (7) such assignment, transfer or sublease shall in no way diminish or impair the Lessee's obligation to carry or cause to be carried the insurance required under Section 4.5 of this Agreement and the Lessee shall furnish written evidence satisfactory to the Agency and the Trustee that such insurance coverage shall in no manner be limited by reason of such assignment, transfer or sublease, and (8) each such assignment, transfer or sublease contains such other provisions as the Agency or the Trustee may reasonably require. The Lessee shall furnish or cause to be furnished to the Agency and the Trustee a copy of any such assignment, transfer or sublease in substantially final form at least thirty (30) days prior to the date of execution thereof.

Notwithstanding the foregoing, the Lessee shall have the option to sublet the whole or any part of the Grand Facility to an Affiliate (which is a Tax-Exempt Organization) without the prior written consent of the Agency, any bondholder or the Trustee, upon the satisfaction of the following conditions and written evidence of such compliance received by the Agency and the Trustee, within thirty (30) days of the proposed effective date of such sublease:



(a) no default shall have occurred and be continuing and no event shall have occurred which, with the passage of time and/or giving of notice, would constitute an Event of Default, (b) no material adverse financial impact shall result from the implementation of such sublease, (c) the Lessee shall forward to the Agency, the Trustee and the Bondholders a copy of the proposed and final executed sublease agreement, and (d) the Lessee shall comply with the requirements of subdivisions (1), (2), (3), (4), (5) and (7) of the preceding paragraph.

Any consent by the Agency or the Trustee to any act of assignment, transfer or sublease shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Lessee, or the successors or assigns of the Lessee, to obtain from the Agency and the Trustee consent to any other or subsequent assignment, transfer or sublease, or as modifying or limiting the rights of the Agency or the Trustee under the foregoing covenant by the Lessee.

If the Grand Facility or any part thereof be sublet or occupied by any Person other than the Lessee, the Agency, in the event of the Lessee's default in the payment of rent may, and is hereby empowered to, collect rent from the undertenant or occupant during the continuance of any such default. In either of such events, the Agency may apply the net amount received by it to the rent herein provided, and no such collection shall be deemed a waiver of the covenant herein against assignment, transfer or sublease of this Agreement, or constitute the acceptance of the under-tenant or occupant as tenant, or a release of the Lessee from the further performance of the covenants herein contained on the part of the Lessee.

Section 9.4. Priority of Indenture and Agency Mortgage (Grand Facility). Pursuant to the Indenture, the Agency will pledge and assign the rentals and certain other moneys receivable under this Agreement to the Trustee as security for payment of the principal or Redemption Price, if applicable, of and interest on the Bonds, and this Agreement shall be subject and subordinate to the Indenture and such pledge and assignment thereunder.

Section 9.5. Benefit of and Enforcement by Bondholders. The Agency and the Lessee agree that this Agreement is executed in part to induce the purchase by others of the Bonds and for the further securing of the Bonds, and accordingly all covenants and agreements on the part of the Agency and the Lessee as set forth in this Agreement are hereby declared to be for the benefit of the Holders from time to time of the Bonds and may be enforced as provided in Article VIII of the Indenture on behalf of the Bondholders by the Trustee.

Section 9.6. Amendments. This Agreement may be amended only with the concurring written consent of the Trustee given in accordance with the provisions of the Indenture and only if the Lessee shall assume in writing the obligations of such amended Agreement.

Section 9.7. Notices. All notices, certificates or other communications hereunder shall be sufficient if sent by registered or certified United States mail, postage prepaid, addressed, if to the Agency, to the Chairman, New York City Industrial Development Agency, 110 William Street, New York, New York with a copy to the Executive Director, if to the Lessee, to Comprehensive Care Management Corporation, 612 Grand Avenue, Bronx, New York 10467, with a copy to Carter, Ledyard & Milburn, 2 Wall Street, New York, New York 10005, Attention: Clifford P. Case, III, Esq., and if to the Trustee, to United States Trust Company of New York, Corporate Trust and Agency Group, 114 West 47th Street, New York, New York 10036. The Agency, the Lessee and the Trustee may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given as of the date it shall have been mailed.

Section 9.8. Prior Agreements Superseded. This Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral (other than any Security Documents), between the Agency and the Lessee relating to the Grand Facility.

Section 9.9. Severability. If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

Section 9.10. Inspection of Grand Facility. The Lessee will permit the Trustee, or its duly authorized agents, at all reasonable times upon written notice to enter upon the Facility Realty (Grand Facility) and to examine and inspect the Grand Facility and exercise their rights hereunder, under the Indenture and under the other Security Documents with respect to the Grand Facility. The Lessee will further permit the Agency, or its duly authorized agent, at all reasonable times to enter upon the Grand Facility but solely for the purpose of assuring that the Lessee is operating the Grand Facility, or is causing the Grand Facility to be operated, as a qualified "project" under the Act consistent with the purposes set forth in the recitals to this Agreement and with the public purposes of the Agency, and not for any purpose of assuring the proper maintenance or repair of the Grand Facility, as

such latter obligation is and shall remain solely the obligation of the Lessee.

Section 9.11. Effective Date; Counterparts. This Agreement shall become effective upon its delivery. It may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Lessee and their respective successors and assigns.

Section 9.13. Net Lease. It is the intention of the parties hereto that this Agreement be a "net lease" and that all of the rent be available for debt service on the Bonds, and this Agreement shall be construed to effect such intent.

Section 9.14. Law Governing. This Agreement shall be governed by, and construed in accordance with, the laws of the State.

Section 9.15. Investment of Funds. Any moneys held as part of the Rebate Fund, the Debt Service Reserve Fund, the Earnings Fund, the Grand Account of the Project Fund, the Bond Fund or the Grand Account of the Renewal Fund or in any special fund provided for in this Agreement or in the Indenture to be invested in the same manner as in any said Fund shall, at the written request of an Authorized Representative of the Lessee, be invested and reinvested by the Trustee as provided in the Indenture (but subject to the provisions of the Tax Regulatory Agreement). Neither the Agency nor the Trustee nor any of their members, directors, officers, agents, servants or employees shall be liable for any depreciation in the value of any such investments or for any loss arising therefrom.

Interest and profit derived from such investments shall be credited and applied as provided in the Indenture, and any loss resulting from such investments shall be similarly charged.

Section 9.16. Investment Tax Credit. It is the intention of the parties that any investment tax credit or comparable credit which may ever be available accrue to the benefit of the Lessee and the Lessee shall, and the Agency upon advice of counsel may, make any election and take other action in accordance with the Code as may be necessary to entitle the Lessee to have such benefit.

Section 9.17. Waiver of Trial by Jury. The parties do hereby expressly waive all rights to trial by jury on any cause of

action directly or indirectly involving the terms, covenants or conditions of this Agreement or the Grand Facility or any matters whatsoever arising out of or in any way connected with this Agreement.

The provision of this Agreement relating to waiver of a jury trial and the right of re-entry or re-possession shall survive the termination or expiration of this Agreement.

Section 9.18. Non-Discrimination. (a) At all times during the construction, maintenance and operation of the Grand Facility, the Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Lessee shall use its best efforts to ensure that employees and applicants for employment with the Lessee or any subtenant of the Grand Facility are treated without regard to their race, color, creed, age, sex or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

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

(c) The Lessee shall furnish to the Agency all information required by the Agency pursuant to this Section and will cooperate with the Agency for the purposes of investigation to ascertain compliance with this Section.

(d) The Agency and the Lessee shall, from time to time, mutually agree upon goals for the employment, training; or employment and training of members of minority groups in connection with performing work with respect to the Grand Facility.

Section 9.19. No Recourse under This Agreement or on Bonds. All covenants, stipulations, promises, agreements and obligations of the Agency and Lessee contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency or the Lessee, as the case may be, and not of any member, director, officer, employee or agent of the Agency or the Lessee, as the case may be, in his individual capacity, and no recourse shall be had for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for any claim based thereon or hereunder against any member,

director, officer, employee or agent of the Agency or the Lessee or any natural person executing the Bonds.

Section 9.20. Date of Agreement for Reference Purposes Only. The date of this Agreement shall be for reference purposes only and shall not be construed to imply that this Agreement was executed on the date first above written. This Agreement was executed and delivered on the date of original issuance and delivery of the 1996 Series A Bonds.


IN WITNESS WHEREOF, the Agency has caused its corporate name to be hereunto subscribed by its duly authorized Chairman, Vice Chairman, Executive Director or Deputy Executive Director and attested under the seal of the Agency by its Assistant Secretary and the Lessee has caused its corporate name to be subscribed hereto by its authorized officer and attested under its corporate seal by its Secretary or Assistant Secretary pursuant to a resolution duly adopted by its Board of Directors, all being done as of the year and day first above written.

(SEAL)

Attest:

  
Assistant Secretary

NEW YORK CITY INDUSTRIAL  
DEVELOPMENT AGENCY

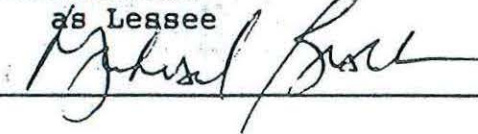
By   
Carl F. Knowlton,  
Deputy Executive Director

(SEAL)

Attest:

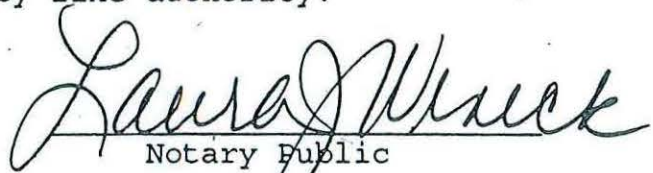
  
Secretary

COMPREHENSIVE CARE MANAGEMENT  
CORPORATION

as Lessee  
By 

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

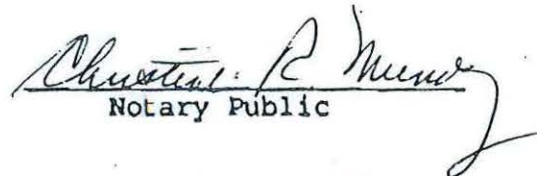
On the 20 day of June, in the year one thousand nine hundred and ninety-six, before me personally came Carl F. Knowlton, to me known, who being by me duly sworn, did depose and say that he resides at 532 9th Street, Brooklyn, New York; that he is the Deputy Executive Director of New York City Industrial Development Agency, the Agency described in and which executed the above instrument; that he knows the seal of said Agency; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said Agency, and that he signed his name thereto by like authority.

  
Notary Public

LAURA J. WINICK  
Notary Public, State of New York  
No. 24-4998642  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires July 6, 1996

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

On the 19<sup>th</sup> day of June, in the year one thousand nine hundred and ninety-six, before me personally came Michael Bialek, to me known, who being by me duly sworn, did depose and say that he resides at 30 Top Crest Lane, Ridgefield, CT; that he is a Second Asst. Treas. of Comprehensive Care Management Corporation, the party of the first part described in and which executed the above instrument; that he knows the seal of Comprehensive Care Management Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of Comprehensive Care Management Corporation; and that he signed his name thereto by like authority.

  
Notary Public

CHRISTINE R MUNOZ  
Notary Public, State of New York  
No. 01MR4504188  
Qualified in Westchester County  
Commission Expires September 30, 1997



APPENDICES

## DESCRIPTION OF PROJECT

### The Project

The Project is intended to assist the Lessee in carrying out its program of managed care for frail seniors and other frail persons. The predominant participant profile will be elderly and frail. Both day health services, based at the Facilities, and in-home professional and support services will be provided. It is anticipated that approximately 300 to 350 participants will be enrolled at each of the Grand Facility and the Allerton Facility (collectively, the "Facilities").

The day health services will include recreational and therapeutic services as well as nutritional lunches. The therapeutic services will be designed to monitor the health of the participants who utilize the Facilities. The therapeutic services will be furnished in the Facilities utilizing approximately 85% to 90% of the total area. The remaining portion of the Facilities will be used for the provision of medical services to program participants by Beth Abraham Diagnostic and Treatment Center, Inc., under an agreement with the Lessee. However, the portion of the Facilities used for the provision of medical services will not be a part of the Project, and will be financed not with the proceeds of the Bonds, but from other sources.

Home health care services will be provided in the participants' homes to complement services provided at the Facilities. These services will be accomplished by nurses, social workers and therapists, who will have offices in the Facilities and who will travel daily from the Facilities to the homes of the participants, and by home care aides, who will not report to the Facilities but rather directly to the participants' homes. Hospitalization will also be available off site.

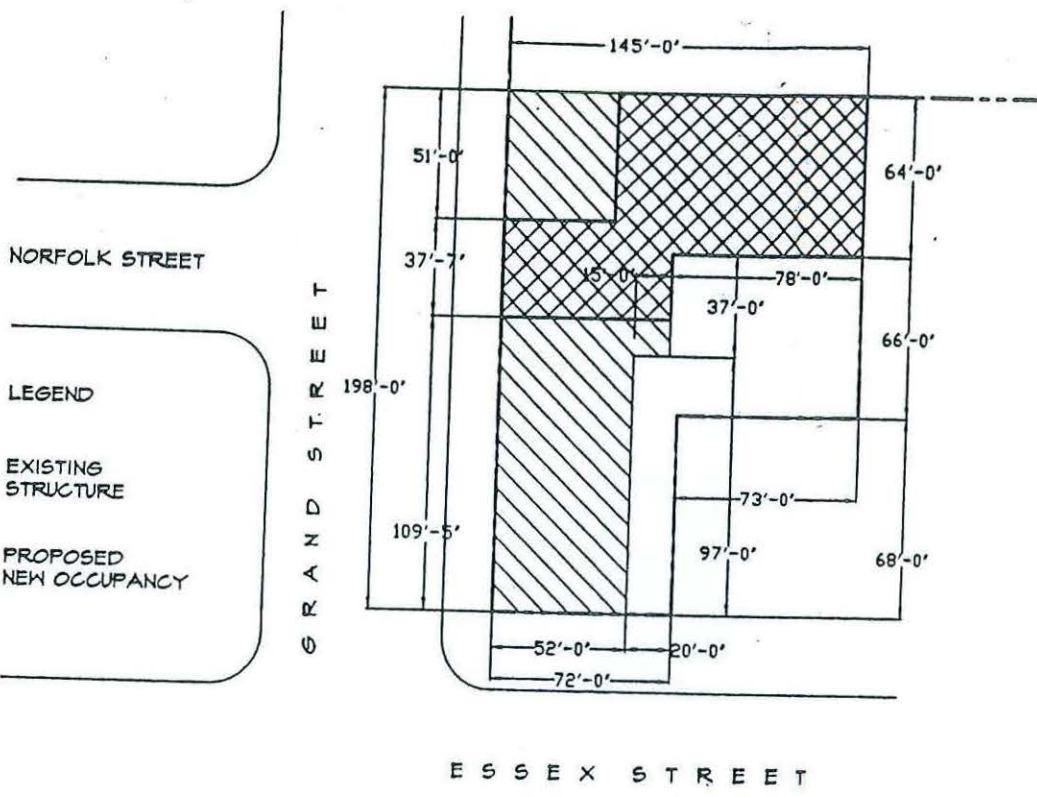
### The Facilities

The Grand Facility presently consists of a vacant movie theater and small store totalling approximately 11,840 square feet in area within a one-story retail building. The Allerton Facility presently consists of a vacant one-story retail building of approximately 17,632 square feet in area. In each case, the Lessee's planned renovations will provide for a large open recreation room and meeting area, counseling rooms for social workers, an office area for home-care nurses, rehabilitation areas, medical treatment areas, a pantry/warming kitchen, storage, related supportive program space and an administrative area.

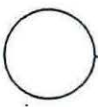
Lease Agreement (Grand Facility)

Description of Facility Realty

The premises known by the street address 373-375 Grand Street, New York, New York, being a portion of the premises shown in the survey dated December 11, 1962 by Frank E. Towle & Son Inc., as last redated April 24, 1996, a copy of which survey is on file with the Agency, as further reflected in the Location Plan for the CCM Grand Street Center, a copy of which is annexed hereto.



LOT No : PART OF 1  
 BLOCK No : 313



LOCATION PLAN

NOT TO SCALE

CCM. GRAND STREET CENTER  
 LOCATION PLAN  
 R.K.A.

## DESCRIPTION OF FACILITY EQUIPMENT (GRAND)

All equipment located or to be located on or in the real property described in the Description of Facility Realty (Grand) attached hereto, except (i) Lessee's Property as set forth in Section 4.1(c) of a certain Lease Agreement (Grand Facility) dated as of June 1, 1996 between the New York City Industrial Development Agency, as Lessor, and Comprehensive Care Management Corporation, as Lessee, and (ii) all equipment subject to the exclusions of Section 4.2 of the Lease Agreement (Grand Facility).

SCHEDULE A

(All references to "Company" in this Report shall be deemed to mean the Lessee.)

**Annual Employment Report  
For the Year Ending June 30, 19\_\_**

Company Name: \_\_\_\_\_

D.O.L. Registration Number: \_\_\_\_\_ Tax I.D. Number: \_\_\_\_\_

Project Location Address: \_\_\_\_\_

Are you conducting business at other locations in New York State?  Yes  No

Are you leasing part or all of Project location?  Yes  No

Name of your Tenant(s): \_\_\_\_\_ Contact Person(s): \_\_\_\_\_  
Telephone #: \_\_\_\_\_

D.O.L. Registration Number of your Tenant(s): \_\_\_\_\_

Please provide information as of June 30th of jobs at Project location indicated above. Do not include any subcontractors and subconsultants. Include only employees and owners/principals on your payroll and on the payroll of your Tenant(s) at the Project Location.

# of existing Jobs (Company): \_\_\_\_\_

# of existing Jobs (Tenant(s)): \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Certification: I, the undersigned, hereby certify to the best of my knowledge and belief, that all information contained in this report is true and complete, and that I understand it is submitted pursuant to agreement.

The Company hereby authorizes any private or governmental entity, including but not limited to The New York State Department of Labor ("DOL"), to release to the New York City Industrial Development Agency (the "Agency") and/or to the New York City Economic Development Corporation ("EDC"), and/or to the successors and assigns of either (collectively, the "Information Recipients"), any and all employment information under DOL's control which is pertinent to the Company and the Company's employees. In addition, upon the Agency's request, the Company shall provide to the Agency any employment information in the

Company's possession which is pertinent to the Company and the Company's employees. Information released or provided to Information Recipients by DOL, or any other governmental entity, or by any private entity, or by the Company itself, or any information previously released as provided by all or any of the foregoing parties (collectively, "Employment Information") may be disclosed by the Information Recipients in connection with the administration of the programs of the Agency, and/or EDC, and/or the successors and assigns of either, and/or The City of New York, and/or as may be necessary to comply with law; and, without limiting the foregoing, the Employment Information may be included in (x) reports prepared by the Information Recipients pursuant to New York City Local Law 69 of 1993, (y) other reports required of the Agency, and (z) any other reports required by law. This authorization shall remain in effect throughout the term of the Lease Agreement, dated as of June 1, 1996, between the Agency and the Company.

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

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

Signature of Principal/Owner/Chief  
Financial Officer

**Attach to this Report the Company's most recent IA-5 form and the most recent IA-5 form of its Tenant(s), if any. If the Company is a real estate holding company and the Tenant (or one of the Tenants) is an operating company affiliated to the Company, then the Company and the operating company must each fill out a separate copy of this Report, with respective IA-5 forms attached.**

Attach additional pages if necessary