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NEW YORK CITY  
INDUSTRIAL DEVELOPMENT AGENCY

AND

NATIONAL BROADCASTING COMPANY, INC.

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FACILITIES LEASE AGREEMENT

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Dated as of December 1, 1988

New York City Industrial Development Agency  
National Broadcasting Company, Inc. Project

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## FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT, made and entered into as of December 1, 1988, 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, party of the first part, and NATIONAL BROADCASTING COMPANY, INC. (the "Lessee"), a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an office at 30 Rockefeller Plaza, New York, New York, party of the second part (capitalized terms used but not defined in the recitals to this Facilities Lease Agreement shall have the respective meanings assigned to such terms in Section 1.1 hereof):

### 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, the Agency was established under and pursuant to the Act for the benefit of The City of New York and the inhabitants thereof; and

WHEREAS, under certain leases, the Lessee is currently a tenant at Rockefeller Center occupying the Existing Leased Space; and

WHEREAS, the Lessee has utilized the Existing Leased Space for the pre-production, production and post-production of television, radio and other programming, broadcasting and other entertainment and informational services and facilities and related operations and executive and administrative offices; and

WHEREAS, the Lessee advised each of the Agency and the appropriate officials of The City of New York as follows: (i) that the lease to the Lessee of the Existing Leased Space is scheduled to expire, subject to certain extension options, on September 30, 1994; (ii) that the Existing Leased Space as presently configured is neither sufficient nor suitable to accommodate the Lessee's existing and anticipated future needs; (iii) that the Lessee requires additional space and substantially modified facilities in order for the Lessee to meet the demands of an increasingly competitive industry and a constantly changing technology; and (iv) that if the Lessee determines to continue its pre-production, production and post-production of television, radio and other programming, broadcasting and other entertainment and informational services and facilities and related operations and executive and administrative offices at Rockefeller Center, the Lessee anticipates that additional space may be required by the Lessee and that a capital investment would be required at and with respect to all such leased space of up to approximately \$1,500,000,000; and

WHEREAS, the Lessee further advised the Agency and the appropriate officials of The City of New York that it was considering relocating its pre-production, production and post-production of television, radio and other programming, broadcasting and other entertainment and informational services and facilities and related operations and executive and administrative offices at Rockefeller Center to a location outside of the City and State of New York, with a resultant loss of substantial employment; and

WHEREAS, the appropriate officials of the Agency and The City of New York entered into negotiations with the Lessee in order to induce the Lessee to remain and expand the capabilities of its operations within The City of New York; 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, reconstruction, renovation, improving, repairing, replacing, equipping and installation of an industrial and commercial facility at Rockefeller Center consisting of the construction, reconstruction, renovation, upgrading, improving, repairing, replacing, equipping and installing from time to time of facilities, systems, equipment and other capital improvements to or within the space occupied and to be occupied by the Lessee at the Leased Premises for use by the Lessee primarily in the pre-production, production, post-production, broadcasting, transmission and reception of television, radio and other programming, broadcasting and other entertainment and informational services and facilities and related operations and for executive and administrative offices, and in furtherance of

said purpose on December 8, 1987 the Agency adopted a resolution authorizing the Project, and undertaking to permit the issuance from time to time of its industrial development revenue bonds and industrial development revenue notes to finance the Project; and

WHEREAS, the Project is necessary to provide employment in, and is beneficial for the economy of, The City of New York and is reasonably necessary to discourage the Lessee from removing its operations at its existing facilities to a location outside The City of New York or the State of New York; and

WHEREAS, each of the RCA Building, the Studio Building and the RCA West Building is subject to the Prior Liens; and

WHEREAS, pursuant to certain option rights contained in the leases relating to the Existing Leased Space, the Lessee has elected to extend the term of such leases to and including September 30, 2015, and the Lessee and Properties have entered into the Consolidated NBC Lease; and

WHEREAS, Properties and the Lessee have also entered into the Tower Lease and the Studio-RCA West Lease, each of which has a term extending from October 1, 2015 to and including September 30, 2022 and contains options to extend such term; and

WHEREAS, Associates has caused the RCA Building, the Studio Building and the RCA West Building and certain other related property to be subjected to a condominium regime pursuant to the Declaration and, prior to or concurrently with the execution of this Facilities Lease Agreement, has conveyed to the Agency, subject to, among other things, the Prior Liens, a fee simple estate in those condominium units comprising the Existing Leased Space (which estate is subject to a reverter provision in favor of Associates); and

WHEREAS, pursuant to the Overlease Agreement, the Agency has granted an over-lease of its interest in the Existing Leased Space to Properties, which over-lease is subject to the Prior Liens; and

WHEREAS, pursuant to the Agency Assignment Agreement, the Agency has made a collateral assignment to RCPI of substantially all of its right, title and interest in and to the Overlease Agreement; and

WHEREAS, it is intended by the Agency and the Lessee that all Facility Improvements and Facility Equipment to be financed in whole or in part from the proceeds of the Agency's Obligations referred to below, are to be leased by the Agency to the Lessee pursuant to this Facilities Lease Agreement, and not included in the property demised pursuant to the Overlease



Agreement or the NBC Leases (provided, however, any Special Facilities Components shall be subject to the reversionary interest (including any applicable rights in respect of reintegration and removal) of Properties and its mortgagees under the NBC Leases); and

WHEREAS, pursuant to the Lease Option Agreement, the Lessee has been granted the option and right of first offer from time to time to lease, pursuant to Additional Space Leases, Additional Lease Space in the RCA Building, the Studio Building and the RCA West Building from Properties and, upon the exercise of such option or right of first offer (as the case may be) and the execution and delivery of an Additional Space Lease, the condominium unit(s) of such Additional Lease Space to which such option or right of first offer shall relate shall, upon conveyance by Associates to the Agency of a fee simple estate therein (subject to a reverter), without further act or delivery of any instrument, be deemed added to the property demised pursuant to the Overlease Agreement, and all Facility Improvements thereafter made to, or Facility Equipment thereafter installed in, such portion of the Additional Lease Space, shall, upon such conveyance and without further act or delivery of any instrument, be deemed added to the property demised pursuant to this Facilities Lease Agreement (provided, however, any Special Facilities Components shall be subject to the reversionary interest (including any applicable rights in respect of reintegration and removal) of Properties and its mortgagees under the NBC Leases); and

WHEREAS, pursuant to the NBC Leases, Properties shall have the option from time to time, upon the circumstances and conditions set forth therein, to cause certain of the premises otherwise leased thereunder to cease to be so leased to the Lessee; and

WHEREAS, the Agency, the Lessee and the PILOT Depository have entered into the PILOT Agreement pursuant to which the Lessee has agreed to make certain payments in lieu of real estate taxes to the PILOT Depository, and, to secure such payments, Properties and Associates have made a collateral assignment to the Agency of the Rents (as defined in the Collateral Assignment of Rents) pursuant to the Collateral Assignment of Rents; and

WHEREAS, the Agency, in order to provide funds for all or a portion of the cost of the Project and for incidental and related costs thereto, will issue and sell from time to time in various Series its Obligations in the aggregate principal amount of not to exceed \$800,000,000 pursuant to the Act, a resolution of the Agency adopted on December 13, 1988, Certificates of Determination of the Agency, Authentication Directives of the Agency and the Indenture securing said Obligations;

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 subject the Agency to any pecuniary or other liability nor 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 Project, including moneys received under this Facilities Lease Agreement):

**ARTICLE I**  
**Definitions and Representations**

Section 1.1. Definitions. Terms not otherwise defined herein shall have the same meanings as used in the Indenture hereinbelow defined. The following terms shall have the following meanings in this Facilities Lease Agreement:

Additional Lease Space shall mean any space within the RCA Building, the Studio Building or the RCA West Building which is subject to the Lease Option Agreement and which, during the term of this Agreement, may from time to time be subject to an Additional Space Lease and be added to and made a part of the Leased Premises under the Overlease Agreement.

Additional Space Lease shall mean any lease entered into by and between Properties and the Lessee pursuant to the provisions of the Lease Option Agreement and shall include any and all amendments thereof and supplements thereto made in conformity therewith and herewith.

An "Affiliate" of a Person shall mean a Person which directly or indirectly through one or more intermediaries controls, or is under common control with, or is controlled by, such Person. The term "control" (including the related terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting 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 Assignment Agreement shall mean the Assignment of Rents dated as of December 1, 1988 from the Agency to RCPI, and shall include any and all amendments thereof and supplements thereto made in conformity therewith.

Agency's Reserved Rights shall mean, collectively,

(i) the right of the Agency on its own behalf to receive all Opinions of Counsel, reports, financial statements, certificates, insurance policies, binders or certificates, or other notices or communications required to be delivered to the Agency under this Agreement;

(ii) the right of the Agency to grant or withhold any consents or approvals required of the Agency under this Agreement;

(iii) the right of the Agency to enforce or otherwise exercise in its own behalf all agreements of the Lessee with respect to ensuring that the Leased Premises and the Facility shall always constitute a qualified "project" as defined in and as contemplated by the Act and for the general purposes set forth in the recitals to this Agreement;

(iv) the right of the Agency in its own behalf (or on behalf of the appropriate taxing authorities) to enforce, receive amounts payable under or otherwise exercise its rights under Sections 2.1, 2.2, 2.3, 2.4, 3.1, 4.1, 4.2, 4.4, 4.5, 4.6, 4.7, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6(b), 6.8, 6.10, 6.11, 6.12, 6.13, 6.14, 6.17, 7.1, 7.2, 7.3, 7.4, 7.6, 9.3, 9.10, 9.13, 9.17, 9.18 and 9.19 of this Agreement;

(v) the right of the Agency, in its own absolute discretion, to approve Project Costs within the meaning of clause (vi) of the definition of such term;

(vi) the right of the Agency, in its own absolute discretion, to take title to and cause the Leased Premises to include, in excess of 1,595,000 square feet;

(vii) the right of the Agency, in its own absolute discretion, to issue Obligations (exclusive of Refunding Obligations) in excess of \$800,000,000; and

(viii) the right of the Agency in its own behalf to declare an Event of Default under Section 7.1 of this Agreement or with respect to any of the Agency's Reserved Rights.

No provision of this definition of "Agency's Reserved Rights" shall be deemed to grant to the Agency any further rights than the Agency would otherwise have under this Agreement.

Agreement shall mean this Facilities Lease Agreement dated as of December 1, 1988 between the Agency and the Lessee, and shall include any and all amendments hereof and supplements hereto hereafter made in conformity herewith and with the Indenture.

Associates shall mean RCP Associates, a limited partnership organized and existing under the laws of the State, and its successors and assigns.

Authentication Directive shall mean an oral or written order or a written confirmation given by the Agency to the Trustee pursuant to Section 2.06 of the Indenture.

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, its Treasurer, any Assistant Treasurer, its Secretary, any Assistant Secretary or any other person designated in writing to the Agency and the Trustee by any Authorized Representative of the Lessee.

Business Day shall mean any day which shall not be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close.

Certificate of Determination shall mean a Certificate of Determination of an Authorized Representative of the Agency, substantially in the form set forth in the Appendices attached to the Indenture as Form of Certificate of Determination, with respect to and as a condition for the issuance of, a Series of Obligations.

City shall mean The City of New York.

Collateral Assignment of Rents shall mean the Collateral Assignment of Rents dated as of December 1, 1988 from Properties and Associates to the Agency, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith.

Common Elements shall have the meaning assigned to that term in the Declaration.

Condominium shall have the meaning assigned to that term in the Declaration.

Consolidated NBC Lease shall mean the Consolidated Lease dated as of December 1, 1988 between Properties, as landlord, and the Lessee, as tenant, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith and with the provisions of Section 6.12 hereof.

Declaration shall mean the Declaration of the Condominium dated as of December 1, 1988 by Associates with respect to "The Rockefeller Center Tower Condominium," and the by-laws established thereunder, as the same may be amended from

time to time in accordance therewith, with the NBC Leases, with the Overlease Agreement and with the provisions of Section 6.12 hereof.

Defeasance Securities, as to any particular Series of Obligations, shall have the meaning ascribed to such term in the Supplemental Indenture pursuant to which such Series of Obligations is issued and delivered and, in the absence of any such ascription, shall mean Government Securities.

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

Existing Facility Property shall have the meaning specified in Section 4.2(a) hereof.

Existing Leased Space shall mean those certain condominium units within the RCA Building, the Studio Building and the RCA West Building which, on the date of execution and delivery of this Agreement, are subject to the Consolidated NBC Lease, such space being set forth in the Description of Existing Leased Space in the Appendices attached hereto and made a part hereof.

Facility shall mean, collectively, the Facility Improvements and the Facility Equipment.

Facility Equipment shall mean the machinery, equipment and other tangible personal property as shall constitute Qualified Rolling Stock or as shall be acquired for and, if not then located at the Project Site, installed at, or otherwise located within, the Project Site, all as part of the Project, pursuant to Section 2.1 hereof and described in the Facility Equipment Registry, 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 shall, in accordance with the provisions of Sections 4.2 and 5.1 hereof, include all property substituted for or replacing items of Facility Equipment and exclude all items of Facility Equipment so substituted for or replaced.

Facility Equipment Registry shall mean that registry maintained by the Agency at its office of all items of machinery, equipment and other tangible personal property comprising the Facility Equipment, as such registry shall be modified, amended or supplemented from time to time by the Agency upon information furnished to the Agency by the Lessee in accordance with Section 6.14 hereof.

Facility Improvements shall mean those facilities, systems and other capital improvements to the Project Site described in the Facility Improvements Registry, and all replacements, improvements, extensions, substitutions, restorations, repairs or additions thereto.

Facility Improvements Registry shall mean that registry maintained by the Agency at its office of all items of facilities, systems and other capital improvements comprising the Facility Improvements, as such registry shall be modified, amended or supplemented from time to time by the Agency upon information furnished to the Agency by the Lessee in accordance with Section 6.14 hereof.

Government Securities shall mean direct obligations of or guaranteed by the full faith and credit of the United States of America.

Indenture shall mean the Indenture of Trust dated as of December 1, 1988 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.

Independent Engineer shall mean a Person (not an employee of either the Agency or the Lessee or an Affiliate thereof) registered and qualified to practice engineering or architecture under the laws of the State, selected by the Lessee, and approved, in writing, by the Agency (which approval shall not be unreasonably withheld).

Interest Payment Date shall mean each date upon which interest, with respect to a Series of Outstanding Obligations, shall be due and payable.

Issue Date shall mean, with respect to each fully registered Obligation of a Series, the date of the initial authentication and delivery of any of the Obligations of such Series, as stated by the Trustee in the Trustee's Certificate of Authentication appearing thereon to be the "Issue Date."

Leased Premises shall mean as of any date those certain condominium units subject to the provisions of the Overlease Agreement, and set forth in the Description of Leased Premises in the Appendices attached hereto and made a part hereof, as the same may change pursuant to Section 8 of the Overlease Agreement and Section 2.1(d) hereof.

Lease Option Agreement shall mean the Lease Option and First Offer Right Agreement dated as of December 1, 1988 among Associates, Properties and the Lessee, and shall include any and

all amendments thereof and supplements thereto hereafter made in conformity therewith.

Lessee shall mean National Broadcasting Company, Inc., a corporation organized and existing under the laws of the State of Delaware, 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).

Lessee Enterprise mean the Lessee or any Affiliate of the Lessee.

NBC Leases shall mean, collectively, the Consolidated NBC Lease, the Tower Lease, the Studio-RCA West Lease, all Additional Space Leases from time to time in effect, and any other leases of the Leased Premises in effect between Properties and the Lessee.

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 attorneys' fees and any extraordinary expenses of the Agency) incurred in the collection thereof.

Net Worth of a Person shall mean the excess, if any, of the aggregate of all assets of such Person over the aggregate of all liabilities of such Person, all as determined in accordance with generally accepted accounting principles.

Obligation Resolution shall mean the resolution of the Agency adopted on December 13, 1988 authorizing, among other things, the issuance from time to time of the Obligations.

Obligations shall mean the Agency's Industrial Development Revenue Bonds (National Broadcasting Company, Inc. Project) and the Agency's Industrial Development Revenue Notes (National Broadcasting Company, Inc. Project) authorized to be issued from time to time, in one or more Series, pursuant to Certificates of Determination, Authentication Directives, the Obligation Resolution and the Indenture, in the aggregate principal amount of not to exceed \$800,000,000 (excluding the principal amount of Refunding Obligations) (or such greater principal amount to which the Agency, at the request of the Lessee, shall consent in writing).

Opinion of Counsel shall mean a written opinion of counsel who may (except as otherwise expressly provided in this Agreement or the Indenture) be counsel for the Lessee or the Agency and who shall be acceptable to the Agency and, for purposes of the Opinion of Counsel delivered pursuant to



Section 6.1 and 9.3 hereof and Sections 11.02 and 11.03 of the Indenture, the Trustee.

Outstanding, when used with reference to an Obligation or Obligations of a particular Series, as of any particular date, shall mean all Obligations of such Series which have been issued, executed, authenticated and delivered under the Indenture, except:

(i) Obligations of a Series cancelled by the Trustee because of payment or redemption prior to maturity or surrendered to the Trustee under the Indenture for cancellation;

(ii) Any Obligation of such Series (or portion of an Obligation of such Series) for the payment or redemption of which, in accordance with Section 10.01 of the Indenture, there has been separately set aside and held in a separate account within the Obligation Fund moneys and/or Defeasance Securities in an amount sufficient to effect payment of the principal or applicable Redemption Price of such Obligation, together with accrued interest on such Obligation to the payment or redemption date, which interest on such Obligation to the payment or redemption date shall be specified in irrevocable instructions given to the Trustee to apply such moneys and/or Defeasance Securities to such payment on the date so specified, provided, that, if such Obligation or portion thereof is to be redeemed, notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(iii) Obligations in exchange for or in lieu of which other Obligations of the same Series and tenor shall have been authenticated and delivered in accordance with the Indenture,

provided, however, that in determining whether the Holders of the requisite principal amount of Obligations Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Obligations owned by the Lessee shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Obligations which the Trustee knows to be so owned shall be so disregarded.

Overlease Agreement shall mean the Overlease Agreement dated as of December 1, 1988 between the Agency, as landlord, and Properties, as tenant, pursuant to which the Agency is leasing the Leased Premises to Properties, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith.

Paying Agent shall mean any paying agent for the Obligations (and may include the Trustee) and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Indenture.

Permitted Encumbrances shall mean, as of any particular time,

(i) with respect to such of the Special Facilities Components or Facility Improvements as shall constitute real property, this Agreement, the Agency Assignment Agreement, the Collateral Assignment of Rents, the Prior Liens (to the extent of the Agency's interest in any Special Facilities Components), the NBC Leases, the Overlease Agreement, the Declaration, the Lease Option Agreement, the Purchase Options Agreement, the Indenture and the reverter provisions in favor of Associates in the deeds to the Leased Premises or portions thereof from time to time delivered by Associates to the Agency;

(ii) with respect to such of the Special Facilities Components or Facility Improvements as shall constitute real property, liens for real estate taxes, assessments, levies and other governmental charges, the payment of which is not in default;

(iii) with respect to such of the Special Facilities Components or Facility Improvements as shall constitute real property, utility, access and other easements and rights-of-way, restrictions and exceptions hereafter created that an Authorized Representative of the Lessee certifies to the Agency and the Trustee will not interfere with or impair the Lessee's use of the Facility or the Leased Premises as herein provided;

(iv) with respect to such of the Special Facilities Components or Facility Improvements as shall constitute real property, such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to property similar in character to the Facility or the Leased Premises and as do not, in the Opinion of Counsel, either singly or in the aggregate, materially impair the property affected thereby for the purpose for which it was acquired and held by the Agency hereunder;

(v) with respect to such of the Special Facilities Components or Facility Improvements as shall constitute real property, those exceptions to title to the Leased Premises enumerated in the title insurance policies delivered pursuant to Section 2.4 hereof insuring the Agency's fee title interest in the Leased Premises and the Facility Improvements, copies of which policies are on file at the principal corporate trust office of the Trustee and at the office of the Agency;

(vi) any mechanic's, workmen's, repairmen's, materialmen's, contractors', warehousemen's, carriers', suppliers' or vendors' lien or right in respect thereof if payment is not yet due and payable, all if and to the extent permitted by Section 6.6 hereof;

(vii) any lien, security interest or other encumbrance on property created to secure the purchase price of such property, provided that such lien, security interest or other encumbrance shall extend only to such property and shall be created concurrently with the acquisition of such property;

(viii) any mortgage, lien or security interest granted by the Lessee upon its interest in this Agreement; and

(ix) any mortgage, lien, security interest or other encumbrance which exists in favor of the Trustee.

Person shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or other entity.

PILOT Agreement shall mean the PILOT Agreement dated as of December 1, 1988 among the Agency, the Lessee and the PILOT Depository, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith.

PILOT Depository shall mean Freedom National Bank of New York, New York, New York, in its capacity as PILOT Depository under the PILOT Agreement, and its successors in such capacity and their assigns hereafter appointed in the manner provided in the PILOT Agreement.

Principal Payment Date shall mean each date upon which principal (other than Sinking Fund Installments), with respect to a Series of Outstanding Obligations, shall be due and payable.

Prior Liens shall have the meaning assigned such term in the Overlease Agreement.

Project shall mean the acquisition, construction, reconstruction, renovation, improving, repairing, replacing, equipping and installation of the Facility from time to time more particularly described in the Project Plans.

Project Costs shall mean all costs paid or incurred by the Lessee on or after December 8, 1987

(i) for engineering and architectural services with respect to the Project, including the cost of surveys,

estimates, plans and specifications and for supervising construction, reconstruction, improvement, capital repairs, renovation and equipping, as well as for the performance of all other duties required by or consequent upon the proper construction, reconstruction, improvement, capital repairs, renovation and equipping of the Project;

(ii) for labor, contract bonds, materials, services, supplies, machinery, equipment and other expenses and to contractors, suppliers, builders and materialmen in connection with the effectuation of the Project;

(iii) for title insurance as provided in Section 2.4 of the Lease Agreement;

(iv) for Qualified Rolling Stock;

(v) for office equipment (including computers and other business machines) and furniture which (A) shall be unique or custom-designed to the industry in which the Lessee shall then be principally engaged at the Leased Premises or to the special requirements of the Lessee imposed by its engagement in such industry, or (B) shall have direct application and function to operational production and not to administration;

(vi) for the payment of the initial fees and expenses of the Trustee, legal and financial fees and expenses, printing and engraving costs, and all other costs and expenses incurred by or for the account of the Agency in connection with the preparation, authorization, sale and issuance of the Obligations from time to time, and the preparation and execution of the Lease Agreement and the Indenture and all other documents to which the Agency shall be a party;

(vii) for which the Lessee shall be required to pay, under the terms of any contract or contracts, for the effectuation of the Project, including any amounts required to reimburse the Lessee for advances made for any item otherwise constituting a Project Cost or for any other costs incurred and for work done which are properly chargeable to the Project; and

(viii) for the payment of such costs as shall not otherwise be described in clauses (i) through (vii) above but to which the Agency shall consent.

"Project Costs" shall expressly not include (i) counsel fees of the Lessee, Properties, Associates or RCPI, (ii) broker's fees or commissions, (iii) office equipment (including computers and other business machines) and furniture which is not described in clause (v) above, and (iv) charges for utilities services.

Project Period shall have the meaning set forth in Section 2.1(b) hereof.

Project Plans shall mean the description of, and/or the plans prepared for, the Project by or on behalf of the Lessee, as amended from time to time by or on behalf of the Lessee to reflect any remodeling, refinements, reconfigurations, substitutions, additions, modifications or improvements to the Project made by the Lessee in compliance with this Agreement, said description and/or plans being duly certified by an Authorized Representative of the Lessee and filed in the office of the Agency.

Project Site shall mean (i) the Leased Premises, and (ii) such additional portions of the RCA Building, the Studio Building and the RCA West Building, or any street vault or similar area appurtenant thereto, at which the Facility Equipment shall be installed, or to which the Facility Improvements shall be made, all in support of the Lessee's operations at the Leased Premises.

Project Supervisor shall mean the person or persons appointed in accordance with Section 2.1 hereof.

Properties shall mean Rockefeller Center Properties, a general partnership organized and existing under the laws of the State, and its successors and assigns.

Purchase Options Agreement shall mean the Purchase Options Agreement dated as of December 1, 1988 among the Lessee, Properties and Associates, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith.

Qualified Rolling Stock shall mean vehicles which shall be garaged and maintained within the City (except as contemplated by Section 4.2 hereof), and which shall be acquired for the purpose of, and principally used for, the transmission of broadcasting signals to the Lessee at the Leased Premises, either directly or indirectly.

RCA Building shall have the meaning assigned to that term in the Consolidated NBC Lease.

RCA West Building shall have the meaning assigned to that term in the Consolidated NBC Lease.

RCPI shall mean Rockefeller Center Properties, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns.

Redemption Price shall mean, with respect to any Obligation, the principal amount thereof to be redeemed in whole or in part, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Obligation or the Indenture.

Refunding Obligations shall mean Obligations the proceeds of which are used to pay, or to provide for the payment when due of, the principal or Redemption Price of, or interest on, any Obligations.

Reimbursement Agreement shall mean the Reimbursement Agreement, dated as of December 1, 1988, among Properties, Associates and the Agency, and shall include any and all amendments thereof and supplements thereto hereafter made in conformity therewith.

Rockefeller Center shall mean the complex of land and improvements situated in the Borough of Manhattan, City and State of New York, bounded on the east by Fifth Avenue, on the west by Avenue of the Americas, on the south by Forty-Eighth Street, and on the north by Fiftieth Street.

Security Documents shall mean, collectively and severally, this Agreement and the Indenture.

Series shall mean all of the Obligations designated as being of the same Series authenticated and delivered on original issuance in a simultaneous transaction, and any Obligations of the same Series thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to the Indenture, a Certificate of Determination and an Authentication Directive.

Series A Bonds shall mean the \$1,000,000 Industrial Development Revenue Bonds (National Broadcasting Company, Inc. Project), Series A of the Agency issued, executed, authenticated and delivered under the Indenture, a Certificate of Determination and an Authentication Directive.

Sinking Fund Installment shall mean the amount, if any, required by the Indenture and a Certificate of Determination as payable on a single future date for the retirement of any Outstanding Obligations of a Series which are expressed to mature after such future date, but does not include any amounts payable by reason only of the maturity of an Obligation.

Sinking Fund Installment Payment Date shall mean each date upon which a Sinking Fund Installment, with respect to a Series of Outstanding Obligations, shall be due and payable.

Special Facilities Components shall mean those items of Facility Equipment or Facility Improvements which (i) are so

incorporated into the RCA Building, the Studio Building or the RCA West Building such that removal thereof would materially adversely affect the structural integrity of any of those buildings, or (ii) are installed in or incorporated into any base building or similar system in any of those buildings for the provision of "building services" (as defined in the NBC Leases).

State shall mean the State of New York.

Studio Building shall have the meaning assigned to that term in the Consolidated NBC Lease.

Studio-RCA West Lease shall have the meaning assigned to that term in the Consolidated NBC Lease.

Tax Agreement shall mean that certain letter agreement dated as of December 1, 1988 from Associates and Properties to the City, and consented to by the Agency and the Lessee, and shall include any and all amendments thereof and supplements thereto hereafter made.

Tower Lease shall have the meaning assigned to that term in the Consolidated NBC Lease.

Trustee shall mean The Bank 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.

(e) All approvals, consents and acceptances required to be given or made by any Person or party hereunder shall be at the sole discretion of the Person or party whose approval, consent or acceptance is required.

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 has taken all requisite action 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 all or a portion of the cost of the Project, the Agency proposes to issue the Obligations, in the aggregate principal amount of not to exceed \$800,000,000 (excluding Refunding Obligations) (subject to the Agency's Reserved Right to issue Obligations in an aggregate principal amount in excess of \$800,000,000) from time to time, in various Series, pursuant to the Indenture, the Obligation Resolution, a Certificate of Determination and an Authentication Directive for each Series of Obligations. Each Series of Obligations will mature, bear interest, be redeemable and have the other terms and provisions set forth in the Indenture and the related Certificate of Determination and Authentication Directive.

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 all or a portion of the costs of the Project by the Agency and the providing of certain benefits to the Lessee in connection therewith is reasonably necessary to discourage the Lessee from removing its operations at the Existing Leased Space to a location outside the City and the State and to encourage the Lessee to proceed with a substantial capital investment to improve the capability of its operations at the Existing Leased Space and is reasonably necessary to preserve the competitive position of the Lessee in its industry.

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



(a) The Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is not in violation of any provision of its certificate of incorporation or by-laws, and is qualified to do business and is in good standing in the State, 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 Consolidated NBC Lease, the Tower Lease, the Studio-RCA West Lease and the Lease Option Agreement. The Lessee is duly qualified to do business in every jurisdiction in which the failure to so qualify would have a material adverse effect upon the properties, business, affairs, assets or condition (financial or otherwise) of the Lessee.

(b) The execution, delivery and performance of this Agreement, the Consolidated NBC Lease, the Tower Lease, the Studio-RCA West Lease and the Lease Option Agreement and the consummation of the transactions herein and therein 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 to which it or any of its property is subject, 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 of any nature whatsoever other than Permitted Encumbrances.

(c) Expenses for supervision by the officers or employees of the Lessee or any Affiliate and expenses for work done by any 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, or assigned to fulfill, such particular purpose, the expenses do not exceed the actual cost thereof and are to be treated (or capable of being properly 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 Lessee requires the Project in order to compete effectively within its industry and expand the capabilities of its existing operations; the Lessee employed approximately 4,000 full-time employees in the City on the date upon which the Lessee submitted its application to the Agency, and a substantial portion of such employees are employed at the Existing Leased Space; the improvements currently intended to be effected by the Lessee with respect to the Leased Premises as part of the Project will require a fifteen (15) year period of construction because of the scope of the Project and the configuration of its space at

the Leased Premises and certain of the improvements are expected to have a useful life in excess of thirty-five (35) years; in the absence of Agency financing and its attendant benefits, the Lessee would intend to pursue plans to relocate all or substantially all of its pre-production, production and post-production of television, radio and other programming, broadcasting and other entertainment and informational services and facilities and related operations and its executive and administrative offices at the Leased Premises to a location outside of the City and State with resultant loss of such employees; and Agency financing assistance with its attendant benefits has encouraged the Lessee to remain in the City and expand the capabilities of its operations at the Leased Premises.

(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 for whose benefit an industrial development agency has been created to another area of the State for whose benefit a different industrial development agency has been created, or in the abandonment of one or more of such plants or facilities of the Lessee within the State.

(f) The aggregate principal amount of the Obligations (exclusive of Refunding Obligations) to be issued under the Indenture will not be in excess of the total cost of the Project. During the term of this Agreement, the Lessee anticipates incurring further capital costs with respect to the Leased Premises in an aggregate sum (together with all costs financed from the proceeds of the Obligations) of up to approximately \$1,500,000,000.

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

(h) No part of the proceeds of the Obligations will be used to finance inventory or will be used for working capital.

(i) The Lessee intends that the Project be includable within the definition of "project" under the Act.

(j) Assuming due and proper execution by all parties thereto (other than the Lessee), this Agreement, the Lease Option Agreement, the Consolidated NBC Lease, the Tower Lease and the Studio-RCA West Lease, as in each case (except for this Agreement) amended by a certain Confirmatory Letter dated as of December 1, 1988 between Properties and the Lessee, constitute

the legal, valid and binding obligations of the Lessee enforceable against the Lessee in accordance with their respective terms, except to the extent that the enforceability of such agreements may be limited by bankruptcy, moratorium or insolvency or other laws affecting creditors' rights generally and subject to general rules of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(k) The Project work will be conducted in compliance in all material respects with all applicable Federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality; provided, however, the Lessee makes no representation that the Existing Leased Space or any portion of Rockefeller Center is currently in compliance with any applicable zoning requirements.

(l) The Lessee will not operate the Leased Premises or the Facility in any manner such as to cause the Leased Premises or the Facility to cease to be in compliance in all material respects with all applicable Federal, State and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality.

(m) Each of the Lease Option Agreement, the Consolidated NBC Lease, the Tower Lease and the Studio-RCA West Lease is in full force and effect and the Lessee has no knowledge of any breach or default by the Lessee, Properties or Associates thereunder.

(n) The Existing Leased Space constitutes all of the property demised to the Lessee by Properties under the Consolidated NBC Lease.

(o) The Lessee acknowledges that the agreements set forth in Section 6.10(b)(y) hereof are predicated, in part, upon the mutual assumption that the NBC Leases do not and shall not contain any provisions which are designed to diminish the amounts which the Lessee may be required to pay under Section 6.10(b) hereof. To this end, the Lessee hereby represents, warrants and covenants that the NBC Leases do not and will not provide any reduction in those amounts of rent to be paid thereunder by the Lessee with respect to "real estate taxes" (as defined below) by reason of the ownership by the Agency of the Leased Premises, the PILOT Agreement or this Agreement or the provisions of any thereof, the Agency acknowledging that the Lessee will not be obligated to pay such "real estate taxes" for so long as the Leased Premises are owned by the Agency as provided in the PILOT Agreement. For purposes of this paragraph (o), the term "real estate taxes" shall mean those land and building taxes with

respect to which the Lessee shall be required to make a payment in lieu thereof under the PILOT Agreement.

**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 Series A Bonds insurable title in fee simple (subject to reverter provisions in favor of Associates) to the Leased Premises and to such items of the Facility Improvements and the Facility Equipment as shall have been made or acquired prior to or 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 Bonds deposited in the Project Fund to the extent permitted in Section 2.2 hereof and Section 5.02 of the Indenture.

(b) The Agency and the Lessee acknowledge and agree that the Facility Improvements are to be made at the Project Site, and the Facility Equipment (other than Qualified Rolling Stock) is to be acquired and installed for use at, or otherwise located within, the Project Site, over a period commencing on the date of the execution and delivery of this Agreement and terminating on December 31, 2003 (the "Project Period"), and that the nature of the Facility Improvements and the list of the Facility Equipment, all as comprising the Project, may change from time to time over the term of the Project Period to reflect amendments, modifications and supplements made to the Project Plans. Upon the making of such Facility Improvements or the acquisition and installation of such Facility Equipment, such property shall, without further act or delivery of any instrument, become subject to the leasehold estate of this Agreement and shall not be subject to the leasehold estate of the Overlease Agreement or the NBC Leases; provided, however, that any Special Facilities Components shall be subject to the reversionary interest (including any applicable rights in respect of reintegration and removal) of Properties and its mortgagees under the NBC Leases.

At the written request of the Agency to the Lessee, the Lessee shall provide such additional information and clarifications concerning any Facility Improvements to be made or Facility Equipment to be acquired and installed, as shall be reasonably requested by the Agency.

(c) All Facility Improvements and Facility Equipment financed in whole or in part from the proceeds of the Obligations shall be enumerated in sufficient detail for accurate identification in the Facility Improvements Registry and the Facility Equipment Registry, respectively. In the event the Lessee shall, in accordance with this Agreement, effect any

replacements of or substitutions for items of Facility Improvements or Facility Equipment, the Lessee shall, in accordance with Section 6.14 hereof, deliver to the Agency information in sufficient detail to accurately reflect such replacement or substitution in such Registries.

(d) Pursuant to the Lease Option Agreement, the Lessee has the option and right of first offer to lease from time to time Additional Lease Space from Properties and to execute in respect of such Additional Lease Space one or more Additional Space Leases. Upon receipt by the Agency of

(i) written notice from the Lessee (a copy of which shall be delivered by the Lessee to Properties) as to the exercise of such option, describing in reasonable detail the Additional Lease Space which is the subject of such option and right of first offer and the date, which shall be a Business Day not sooner than thirty (30) days from the receipt by the Agency of such notice, upon which title to the Additional Lease Space is to be conveyed to the Agency;

(ii) a certificate from an Authorized Representative of the Lessee to the effect that (A) the Additional Lease Space constitutes one or more condominium unit(s) within the RCA Building, the RCA West Building or the Studio Building, (B) the use or possession by all tenants or other users of the Additional Lease Space is for a purpose and by a Person which is within the definition of "project" under the Act, or, if the Lessee shall be unable to deliver such certification, a statement specifying in reasonable detail the reasons for such inability, (C) the aggregate square footage of the Additional Lease Space, when added to all other space comprising the Leased Premises, will not exceed 1,595,000 square feet (except in the event that the Agency shall approve in writing a greater square footage), (D) no Event of Default or material default by the Lessee exists under this Agreement or the PILOT Agreement nor an event which upon notice or lapse of time or both would constitute such an Event of Default, provided, however, that in the event a non-material default shall exist under this Agreement or the PILOT Agreement, such default shall be disclosed in such certificate together with a statement by the Lessee of the action being taken by the Lessee to cure such default, and (E) no material default by the Lessee, which default would impair the Agency's rights hereunder, under the PILOT Agreement or under the Collateral Assignment of Rents, shall exist under any of the NBC Leases;

(iii) to the extent that any of the Additional Lease Space shall be or shall become the subject of use or possession by an Unrelated Tenant (as defined in Section 8 of the Overlease Agreement), evidence reasonably satisfactory to the Agency that (A) if such be the case, the use or possession of the proposed Additional Lease Space by the Unrelated Tenant is for a purpose and by a Person which is within the definition of "project" under the Act, (B) such use or possession on a per-floor basis affects less than a full floor of the RCA Building, the Studio Building or the RCA West Building, and (C) the intention of the Lessee in executing the related Additional Space Lease is for expansion of the Lessee's operations within the Additional Lease Space and not for the purpose of real estate speculation (such intention to be conclusively proven by the delivery by the Lessee to the Agency of a certificate of an Authorized Representative of the Lessee to such effect);

(iv) a separate fee title insurance policy of the type referred to in Section 2.4 hereof including such Additional Lease Space within the property covered by such insurance; and

(v) an endorsement to the public liability and other insurance referred to in Section 4.5 hereof including such Additional Lease Space within the property covered by such insurance,

then, to the extent then permitted under applicable law, and if no default or Event of Default shall exist hereunder, the Agency shall on the date indicated in such notice and at the sole cost and expense of the Lessee, accept fee simple title (with reverter in favor of Associates as provided in the Overlease Agreement) by bargain and sale deed without covenant against grantor's acts to the Additional Lease Space. To the extent required by the terms of any of the Overlease Agreement, the Collateral Assignment of Rents, this Agreement or the Indenture, but not as a condition to the acceptance by the Agency of title to the Additional Lease Space, the Agency shall enter into an amendment to the Overlease Agreement, the Collateral Assignment of Rents, this Agreement and the Indenture to include the Additional Lease Space within the Leased Premises. In no event, however, except upon the prior written approval of the Agency, shall the Leased Premises ever be in excess of 1,595,000 square feet.

In the event the Lessee shall be unable to deliver a certificate from an Authorized Representative of the Lessee as provided in clause (B) of Section 2.1(d)(ii) above to the effect that the use or possession by all tenants or other users of the

Additional Lease Space is for a purpose and by a Person which is within the definition of "project" under the Act, the Lessee shall proceed with diligent good faith efforts to take such action as would permit such certification to be made, or, failing that, to cause, within one year from the date of execution of such Additional Space Lease, by subdivision or otherwise, a condominium unit as shall include such Additional Lease Space to no longer be owned by the Agency. The Agency shall, at the sole cost and expense of the Lessee, cooperate with the Lessee and execute such documents or other instruments as the Lessee shall reasonably request to effect or facilitate such reversion of title from the Agency.

Further, to the extent that any portion of the Leased Premises shall be leased by Properties to an Unrelated Tenant (as defined in Section 8 of the Overlease Agreement), for any reason whatsoever,

(A) Properties, if not previously executed, shall execute a lease of such portion of the Leased Premises (the "Unrelated Tenant Space") to such Unrelated Tenant (an "Unrelated Tenant Space Lease");

(B) the Lessee and Properties shall execute an overlease of such Unrelated Tenant Space between Properties as landlord and the Lessee as tenant (an "Intermediate Lease");

(C) such Intermediate Lease shall

(i) be subject in all respects to the applicable Unrelated Tenant Space Lease,

(ii) provide for a term that is coterminous with the term of the Unrelated Tenant Space Lease or the expiration or termination of the term of the Overlease Agreement, as to the space covered by such Intermediate Lease, whichever first occurs,

(iii) provide for rent payments equal to the amounts payable by the Unrelated Tenant pursuant to the Unrelated Tenant Space Lease,

(iv) provide Properties with exclusive rights to enforce all of the provisions of the Unrelated Tenant Space Lease in its own name,

(v) contain an exculpation provision in favor of the Lessee limiting the liability of the Lessee thereunder to the payment to Properties of amounts actually received by the Lessee pursuant to the Unrelated Tenant Lease, and



(vi) provide for a waiver by the Unrelated Tenant of any rights it may have to contest the assessed real estate tax value applicable to the Unrelated Tenant Space,

(D) such Unrelated Tenant Space Lease shall, on a per-floor basis, affect less than a full floor of the RCA Building, the Studio Building or the RCA West Building,

(E) in the event any condominium unit comprising the Leased Premises shall be used or occupied solely by Persons other than the Lessee or any Affiliate, and such condominium unit shall not be the subject of a sublease by the Lessee permitted or consented to under Section 9.3 hereof, the Lessee shall promptly deliver written notice to such effect to the Agency,

(F) notwithstanding the foregoing, in the event the use or possession of such portion of the Leased Premises by the Unrelated Tenant shall at any time be for a purpose or by a Person which is not within the definition of "project" under the Act, the Lessee shall, upon receipt of written notice from the Agency to such effect, proceed with diligent good faith efforts to cause such use or possession to be for a purpose, and such Unrelated Tenant to be a Person, within the definition of "project" under the Act, or failing that, to cause, within one year of such notice, by subdivision or otherwise, a condominium unit as shall include such portion of the Leased Premises to no longer be owned by the Agency. The Agency shall, at the sole cost and expense of the Lessee, cooperate with the Lessee and execute such documents or other such instrument, as the Lessee shall reasonably request, to effect such reversion of title from the Agency, and

(G) unless the Agency shall consent in writing prior thereto, in no event shall the Leased Premises ever be in excess of 1,595,000 square feet.

(e) The Lessee agrees to proceed with the Project over the Project Period on behalf of the Agency in a prompt and expeditious manner and substantially in accordance with the Project Plans, it being understood that the failure of the Lessee to proceed with the Project (in the absence of any other default by the Lessee under this Agreement) shall result in no liability except to the extent and upon the circumstances provided in Section 6.10 hereof. The Lessee further agrees, in accordance with Section 2.3 hereof and Section 2.03 of the Indenture, to cause the Agency to issue its Obligations to finance certain Project Costs from time to time over the Project Period, having due regard to the agreements of the Lessee in Section 6.10 hereof. Such costs of the Project shall be paid from the proceeds of the Obligations deposited in 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, services, materials or equipment for or in connection with the Project shall be designated by the Lessee. The Project work shall be supervised by a Project Supervisor (who may be an employee of the Lessee) to be appointed by the Lessee from time to time (upon written notice of such appointment by the Lessee to the Agency and the Trustee) and, in the event said individual resigns or becomes incapable of undertaking or carrying out his duties hereunder and under the Indenture, the Lessee shall, upon written notice to the Agency and the Trustee, appoint a successor. The Lessee agrees that its activities in carrying out the Project on behalf of the Agency shall be under the supervision of the Project Supervisor.

(f) The Lessee covenants and agrees that each contract, invoice, bill or purchase order entered into by the Lessee as agent for the Agency for the making of Facility Improvements or the acquisition or installation of the Facility Equipment shall include language which is substantially the following:

"This contract is being entered into by National Broadcasting Company, Inc. (the "Company") as agent for and on behalf of the New York City Industrial Development Agency (the "Agency") in connection with the construction, reconstruction, renovation, upgrading, improving, repairing, replacing, equipping and installing from time to time of equipment (including Qualified Rolling Stock) and of facilities, systems and other capital improvements of, to or otherwise for the support of or within the space occupied and to be occupied by the Company at those floors of those buildings at Rockefeller Center referred to in Schedule 1 attached hereto [the then current description of the Leased Premises shall be attached] and by this reference made a part hereof including the acquisition (by lease or purchase) of facilities, systems, improvements and equipment for use in whole or in part by the Company in the pre-production, production, post-production, broadcasting, transmission and reception of television, radio and other programming, broadcasting and other entertainment and informational services and facilities and related operations and for executive and administrative offices (the "Project"). The materials, labor and equipment rentals to be used in the construction, reconstruction, renovation,

in such certificate, and, to the best knowledge of such Authorized Representative, the Facility Equipment Registry and Facility Improvements Registry, as reviewed by such Authorized Representative no earlier than five (5) Business Days prior to the delivery of such certificate, constitutes an accurate and complete description of the property comprising the Facility Equipment and the Facility Improvements, respectively.

(xii) The Lessee shall obtain an express covenant, for the benefit of the Agency and the Lessee, from each contractor, subcontractor, materialman, supplier, vendor, or laborer or any other Person acting at the designation of the Lessee on behalf of the Agency that such Person will not utilize the Sales Tax Letter for any purpose other than for the acquisition, construction, reconstruction, renovation, improving, equipping and installation of the Project in accordance with this Agreement.

(h) As between the Agency and the Lessee, the Lessee shall be responsible to pay or cause to be paid (i) all of the costs and expenses in connection with the preparation of any instruments of conveyance or amendment, the delivery of any instruments and documents and their filing and recording, if required, (ii) all taxes and charges payable in connection with the conveyances and transfers, or attributable to periods prior to the conveyances and transfers, to the Agency as set forth above, (iii) all of the costs, expenses and charges under or with respect to the Declaration or the formation of the Condominium thereunder, and (iv) all shipping and delivery charges and other expenses or claims incurred in connection with the Project.

(i) The Lessee covenants that it will obtain or cause to be obtained all approvals from any and all governmental agencies necessary to the effectuation of the Project and the operation by the Lessee of the Leased Premises and the Facility, all of which will be done in compliance in all material respects with all Federal, State and local laws, ordinances and regulations applicable thereto, and with the conditions and requirements of all policies of insurance obtained by the Lessee with respect to the Leased Premises, the Facility, the NBC Leases and this Agreement. The Lessee will further obtain or cause to be obtained all necessary occupancy permits, authorizations and licenses from appropriate authorities necessary for the Lessee to proceed with the Project and to permit the continued use, operation, enjoyment and occupancy of the Leased Premises by the Lessee, authorizing the occupancy, operation and use of the Leased Premises and the Facility for the purposes contemplated by the NBC Leases and this Agreement and shall furnish copies of same to the Agency and the Trustee promptly upon request thereof. To the extent that any such governmental approvals, permits,

authorizations and licenses shall not be within the control of the Lessee to apply for and obtain, by reason of lack of contractual privity or the nature of the Lessee's interest with respect to the Leased Premises, the Lessee shall use its best and diligent efforts to obtain any such approvals, permits, authorizations and licenses, or to cause Properties to obtain the same; provided, however, (A) such efforts on the part of the Lessee shall not require the Lessee (i) to commence legal proceedings against any Person, other than a subtenant pursuant to a sublease entered into in accordance with Section 9.3 hereof, nor (ii) to incur any costs and expenses other than those attendant to any legal proceeding referred to in the last clause of preceding subdivision (i) or the preparation and submission of applications for such governmental approvals, permits, authorizations and licenses, and (B) if the Lessee (or any of its contractors, subcontractors, agents or employees) or any such subtenant shall be unable to obtain any such approvals, permits, authorizations or licenses within six (6) months from the date the Agency shall have delivered notice to the Lessee of such failure hereunder, and such failure of the Lessee to obtain such approvals, permits, authorizations or licenses shall not have been caused in whole or in part by the action or failure to take action on the part of Properties or any Unrelated Tenant, the Lessee shall by such six month date cause, by subdivision or otherwise, a condominium unit including that portion of the Leased Premises so affected to no longer be owned by the Agency. The Agency shall, at the sole cost and expense of the Lessee, cooperate with the Lessee and execute such documents or other instruments as the Lessee shall reasonably request, to effect such reversion of title from the Agency.

(j) Upon request, the Lessee will extend (by assignment) to the Agency the benefit of all vendors' warranties received by the Lessee (to the extent permitted under the terms of such warranties) in connection with the Project, including any warranties given by contractors, manufacturers or service organizations who perform work with respect to the Project.

(k) It is acknowledged by the Agency and the Lessee that on or prior to the issuance of the Series A Bonds, the Lessee shall deliver to the Agency a set of the Project Plans for the Project as they shall then exist and that such Project Plans are necessarily preliminary in form. Upon the completion by the Lessee of its "master plan" with respect to the Project, the Lessee shall promptly deliver same to the Agency. It is also acknowledged by the Agency and the Lessee that the Project will evolve over the Project Period so as to necessitate modifications, amendments and supplements from time to time to the Project Plans. The Lessee hereby covenants and agrees to deliver to the Agency and the Trustee on February 1 of each year commencing February 1, 1990 and until the expiration of the

Project Period, a certificate of an Authorized Representative of the Lessee to the effect that the Project Plans currently filed with the Agency (as modified, amended or supplemented, if necessary, to enable the Lessee to deliver the below-referenced certificate) accurately and completely describe the Project in all material respects through the date of such certificate. The Lessee further covenants and agrees to deliver to the Agency on August 1 of each year commencing August 1, 1989 and until the expiration of the Project Period, a certificate of an Authorized Representative of the Lessee to the effect that there have been no material changes to the Project Plans, or, if there have been such material changes, such certificate shall be accompanied with a detailed report of the Project Supervisor or other Authorized Representative of the Lessee setting forth such changes.

(1) The Lessee covenants and agrees that title to all materials, equipment, machinery and other property acquired by the Lessee as agent of the Agency, shall be (or caused by the Lessee to be) free and clear of all liens, claims, charges, security interests and encumbrances other than Permitted Encumbrances, and, upon such acquisition, each such item of Facility Improvement or Facility Equipment shall be made part of the leasehold estate of this Agreement and not included in the leasehold estate of the Overlease Agreement and the NBC Leases; provided, however, that any Special Facilities Components shall be subject to the reversionary interest (including any applicable rights in respect of reintegration and removal) of Properties and its mortgagees under the NBC Leases. The Lessee shall take all action necessary to evidence such title to the Facility Improvements and Facility Equipment in the Agency and to protect such title against claims of any third parties (other than such claims of the type described in the last sentence of Section 6.6(a) hereof); provided, however, (i) that any Special Facilities Components shall be subject to the reversionary interest (including any applicable rights in respect of reintegration and removal) of Properties and its mortgagees under the NBC Leases; and (ii) to the extent that any Facility property as shall be subject to a Lien (as defined in Section 6.6(a) hereof) which shall not constitute a Permitted Encumbrance, the obligation of the Lessee to discharge, remove or nullify such Lien shall be satisfied either by compliance under Section 6.6 hereof or by removal of such item of Facility property in accordance with Section 4.2(c) hereof.

Section 2.2. Insufficiency of Proceeds of Obligations.  
In the event that moneys in the Project Fund are not sufficient to pay all or part of any Project Cost, the Lessee shall, subject to the agreements of the Lessee in Sections 2.1, 2.3 and 6.10 hereof, 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 Obligations, nor shall the Lessee be entitled to any diminution of the rents payable or other payments to be made under this Agreement.

Section 2.3. Issuance of Obligations.

Contemporaneously with the execution and delivery of this Agreement, the Agency will sell and deliver the Series A Bonds under and pursuant to the Obligation Resolution, a Certificate of Determination, an Authentication Directive and the Indenture. The Lessee covenants that it shall request the Agency to issue further Series of Obligations from time to time over the Project Period pursuant to Section 2.03 of the Indenture in satisfaction of the Lessee's obligations under Section 2.1(g) hereof, and the Lessee agrees that it shall make such requests, deliver such documents, agreements and certificates, and pay such costs and expenses as shall enable the Agency to issue each such Series of Obligations. Upon receipt by the Agency of such request from the Lessee to issue a Series of Obligations, and compliance with the conditions therefor set forth in the Indenture, the Agency agrees (i) to cause an Authorized Representative of the Agency to execute the related Certificate of Determination and Authentication Directive, and (ii) to issue a Series of Obligations in accordance therewith. The proceeds of sale of each Series of Obligations equal to the interest accruing on such Series of Obligations to the date of delivery thereof, if any, shall be deposited in the Obligation Fund and applied to pay interest on such Series of Obligations and 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.

The Lessee shall cause the Agency to issue in accordance with the Indenture at least \$30,000,000 in aggregate principal amount of Obligations (excluding Refunding Obligations) by no later than one year after the date of issuance of the Series A Bonds and, from and after the issuance of such minimum principal amount of Obligations, it shall constitute a default under this Agreement if on any date the aggregate principal amount of Obligations Outstanding during the term of this Agreement shall be less than \$30,000,000; provided, however, that on or after January 1, 2023, such \$30,000,000 minimum principal amount shall be reduced to \$5,000,000.

Section 2.4. Title Insurance. Prior to the delivery of the initial Series of Obligations under the Indenture to the original purchaser(s) thereof, the Lessee will obtain fee title insurance in an amount not less than \$10,000,000 insuring the interest of the Lessee and of the Agency in the Leased Premises, each as its interest may appear. Further, upon each exercise by the Lessee in accordance with Section 2.1(d) hereof of its option

under the Lease Option Agreement to lease Additional Lease Space from Properties, the Lessee shall, on or prior to the conveyance of fee simple title to such Additional Lease Space to the Agency, cause such fee title insurance to include the Additional Lease Space or purchase an additional title insurance policy for an amount of not less than \$10,000,000. Any proceeds of such title insurance shall be paid to the Lessee and the Lessee may adjust all losses. The Agency, at the sole cost and expense of the Lessee, shall join in any document as may be reasonably requested by the Lessee to make or adjust any claim.

**ARTICLE III**  
**Lease of Facility and Rental Provisions**

Section 3.1. Lease of the Facility. The Agency hereby leases to the Lessee and the Lessee hereby leases from the Agency the Facility 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 (to the extent consistent with the effectuation of the Project work) during the term of this Agreement occupy, use and operate the Facility and the Leased Premises as an industrial and commercial facility in accordance with the provisions of the Act and for the general purposes specified in the recitals to this Agreement; provided, however, that the Lessee shall not be required to comply with this covenant for such period (not in excess of one year, or such longer period as an Independent Engineer shall certify to the Agency as reasonably necessary to effect the rebuilding, replacement, repair and restoration of the Facility) as it shall be prevented from doing so by reason of the occurrence of a Loss Event (as defined in Section 5.1 hereof); and, provided, further, however, that in the event the Act shall be amended so as to prohibit or materially impair the use by the Lessee of the Facility and the Leased Premises for the general purposes specified in the recitals to this Agreement, the Agency covenants and agrees that a default by the Lessee under this sentence arising by reason of such legislative action shall not permit the Agency to exercise any remedy other than termination of this Agreement (without, in the absence of any default under Section 6.10(a) hereof, any obligation to pay those amounts referred to in Section 6.10(b) hereof). The Lessee shall not occupy, use or operate the Facility or the Leased Premises or allow the Facility or the Leased Premises or any part of either thereof to be occupied, used or operated (i) For any unlawful purpose or in material violation of any certificate of occupancy affecting the Facility or the Leased Premises, or which may constitute a public nuisance, (ii) which may in any way unreasonably impair or interfere with the use of any of the other areas of Rockefeller Center by, or occasion unreasonable discomfort, inconvenience or annoyance to, any of the other tenants of Rockefeller Center, or (iii) in such manner as to make void or voidable any public liability insurance then in force with respect thereto. To the extent that any portion of the Leased Premises shall be occupied, used or operated, by any Person (other than Properties or any Unrelated Tenant) as shall not constitute the Lessee or an Affiliate of the Lessee, in material violation of any certificate of occupancy affecting the Facility or the Leased Premises, the Lessee shall use its best and diligent efforts to cause such occupancy, use or operation to cease or to conform with the applicable certificate of occupancy; provided, however, (A) the Lessee shall not be required (i) to commence legal proceedings against any Person, other than a



subtenant pursuant to a sublease entered into in accordance with Section 9.3 hereof, or (ii) to incur any costs and expenses other than those attendant to any legal proceeding referred to in the last clause of preceding subdivision (i) or the preparation and submission of applications for such governmental approvals, permits, authorizations and licenses, and (B) if the Lessee (or any of its contractors, subcontractors, agents or employees) or any such subtenant shall be unable to obtain any such approvals, permits, authorizations or licenses within six (6) months from the date the Agency shall have delivered notice to the Lessee of the Lessee's failure to comply with this Section, the Lessee shall by such six month date cause, by subdivision or otherwise, a condominium unit including that portion of the Leased Premises so affected to no longer be owned by the Agency. The Agency shall, at the sole cost and expense of the Lessee, cooperate with the Lessee and execute such documents or other instruments as the Lessee shall reasonably request, to effect such reversion of title from the Agency.

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 December 31, 2023, 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 sole and exclusive possession of the Facility.

Section 3.3. Rental Provisions; Pledge of Agreement and Rent. The Lessee covenants to make rental payments which the Agency agrees shall be paid by the Lessee directly to the Trustee; provided, however, that in accordance with Section 5.10 of the Indenture, the Lessee may enter into home office payment agreements with one or more Holders of Obligations who shall not be Affiliates of the Lessee. Such rental shall be paid during the term of this Agreement in immediately available funds on or prior to each due date for the payment of the principal or Redemption Price of, Sinking Fund Installments for, and interest on each Series of the Obligations as set forth in the Indenture until the principal of, Sinking Fund Installments for, redemption premium, if any, and interest on the Obligations shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the provisions of Section 10.01 of the Indenture. The amount of each such rental payment shall be an amount sufficient, together with any amounts then available in the Obligation Fund at the time of payment of such rental, together with any other amounts then paid pursuant to home office payment agreements entered into as provided in Section 5.10 of the Indenture, to enable the Trustee to make payment, on each date on which the payment of the principal of, Sinking Fund Installments for, redemption premium, if any, and interest on the Obligations shall be due, of an amount sufficient to pay when due

the total amount of interest or interest and principal (whether at maturity or by redemption or by Sinking Fund Installments or acceleration or otherwise as provided in the Indenture) and redemption premium, if any, on the Obligations then becoming due. Notwithstanding anything in the foregoing to the contrary, if the amount on deposit and available in the Obligation Fund, together with any other amounts then paid pursuant to home office payment agreements entered into as provided in Section 5.10 of the Indenture, is not sufficient to pay the principal of, Sinking Fund Installments for, redemption premium, if any, and interest on the Obligations when due (whether at maturity or by redemption or by Sinking Fund Installments 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 Obligation Fund and such payment shall constitute rental payments under this Section 3.3. 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 and the Lessee shall pay immediately upon demand therefor by the Trustee the amount of any administrative charge as set forth in the Indenture for such overdue payment. The Lessee further agrees to pay any amounts stated under the Indenture to be paid by the Lessee.

Pursuant to the Indenture the Agency shall pledge and assign to the Trustee as security for the Obligations 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 Obligation Fund, in accordance with the Indenture. The Lessee hereby consents to the above-described pledge and assignment of this Agreement.

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.

The Lessee shall have the right to make advance rental payments under Section 8.1 of this Agreement to the Trustee for deposit in the Obligation Fund as and to the extent provided in the Indenture for redemption of the Obligations, subject to the provisions of Sections 2.3 and 6.10 hereof.

Section 3.4. Obligation of Lessee Unconditional.

Subject to the Lessee's rights to terminate this Agreement in accordance with Section 8.4 hereof, the obligation of the Lessee to pay the rent and all other payments provided for in this Agreement and to maintain the Facility and the Leased Premises 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, the Holder of any Obligation or any other Person whatsoever. For so long as any of the Obligations remain Outstanding, 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 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**  
**and Insurance**

**Section 4.1. Maintenance, Alterations and Improvements.**

(a) During the term of this Agreement, the Lessee will conduct its operations in the Leased Premises and maintain the Facility in a manner consistent with the standards of care and prudence exercised by similar entities in the same business as the Lessee and in compliance with the provisions of this Agreement and in compliance in all material respects with the provisions of the NBC Leases. All replacements, renewals and repairs effected or caused to be effected by the Lessee to the Facility or the Leased Premises shall be made and installed in a manner consistent with such standards of care and prudence and in compliance with all material requirements of all governmental bodies. Without limiting the scope of the Project, the Agency shall be under no obligation to replace, service, test, adjust, erect, maintain or effect replacements, renewals or repairs of the Leased Premises or the Facility, to effect the replacement of any inadequate, obsolete, worn-out or unsuitable parts of the Leased Premises or the Facility, or to furnish any utilities or services for the Leased Premises or the Facility and the Lessee hereby agrees, as between the Lessee and the Agency, to assume full responsibility therefor. To the extent that any of the obligations of the Lessee in this paragraph with respect to the Leased Premises shall also be an obligation of Properties under the NBC Leases, the performance of such obligation by Properties in conformance with the requirements of this paragraph shall be deemed performance by the Lessee, and the Lessee hereby covenants and agrees, for the benefit of the Agency, to compel such performance by Properties as and to the extent necessary to enable the Lessee to comply with the provisions of this paragraph.

(b) The Lessee shall have the privilege of making such alterations of or additions to the Leased Premises or the Facility or any part of either thereof from time to time as it in its discretion may determine to be desirable for its uses and purposes, provided that such additions or alterations (i) are effected with due diligence, in a good and workmanlike manner and in compliance in all material respects with all applicable legal requirements, (ii) are promptly and fully paid for or caused to be paid for by the Lessee in accordance with the terms of the applicable contract(s) therefor, and in order that the Leased Premises and the Facility shall at all times be free of any mortgage, lien, charge, encumbrance, security interest or claim other than Permitted Encumbrances, and (iii) do not change the nature of either the Leased Premises or the Facility so that it would not constitute an industrial and commercial facility for use for the general purposes specified in the recitals to this Agreement. All alterations of, substitutions for, replacements

of and additions to the Facility shall constitute a part of the Facility, subject to this Agreement, 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 to not include such property in the leasehold estate of the NBC Leases and the Overlease Agreement, free and clear of all liens, charges, encumbrances, security interests or claims other than Permitted Encumbrances, provided, however, that any Special Facilities Components shall be subject to the reversionary interest (including any applicable rights in respect of reintegration and removal) of Properties and its mortgagees under the NBC Leases.

(c) The Lessee shall have the right to install or permit to be installed at the Leased Premises machinery, equipment and other property (the "Lessee's Property") not financed from the proceeds of the Obligations without conveying title to such property to the Agency nor subjecting such property to this Agreement. 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, or the Lessee's interest under this Agreement.

Section 4.2. Removal of Property of the Facility. (a) The Lessee acknowledges and agrees that the Agency is providing financing assistance for the Project and certain related real estate tax abatements and sales tax exemptions to the Lessee for the purpose of inducing the Lessee to remain in Rockefeller Center and to comply with its special covenant contained in Section 6.10(a) hereof. The aforementioned benefits are being provided to the Lessee solely for the purpose of enhancing and improving the Lessee's operations at the Leased Premises and not for the purpose of assisting any other facility of the Lessee or of any other Person, except to the extent that certain Facility Equipment installed at the Leased Premises may, by reason of its interconnection with other facilities of the Lessee or Affiliates of the Lessee, incidentally benefit such other facilities. To this end, the Lessee hereby represents, warrants and covenants to and with the Agency that none of the improvements, systems, facilities, machinery, equipment or other property constituting part of the Facility, or as may be acquired by the Lessee in the name of the Agency for installation at the Project Site but shall have not yet been delivered to and installed at the Project Site (in each case, the "Existing Facility Property") will ever be acquired for any purpose other than for installation and use at or location in the Project Site (except that Qualified Rolling Stock shall not be required to be located at the Project Site), nor, except as permitted below in this Section 4.2, will any of the Existing Facility Property ever be removed from the Project

Site (either on a temporary or permanent basis) prior to the expiration of three (3) years after the installation or location of the respective item of Existing Facility Property at the Project Site (the "Retention Period"). After the expiration of the Retention Period, the Lessee may, for good faith business reasons, remove, transfer, sell or dispose of any item of Existing Facility Property from the Project Site provided that such removal, transfer, sale or disposition will not violate any other covenant or agreement of the Lessee hereunder. Upon the request and at the sole cost and expense of the Lessee, the Agency shall execute such instruments as shall be necessary to confirm the conveyance of title to the Lessee, or any Affiliate of the Lessee, of any Existing Facility Property removed, transferred, sold or disposed of under this Section 4.2. In no event, however, will the Lessee cause the removal, transfer, sale or disposition of Existing Facility Property from the Project Site such that (i) for the period from the execution and delivery of this Agreement until that date upon which the Agency shall have issued \$30,000,000 in aggregate principal amount of Obligations (exclusive of Refunding Obligations), the fair market value of the remaining Existing Facility Property will be less than fifty percent (50%) of the costs of the Existing Facility Property financed with the proceeds of Obligations, and (ii) after the Agency shall have issued \$30,000,000 in aggregate principal amount of Obligations (exclusive of Refunding Obligations), the greater of the fair market value of the remaining Existing Facility Property and the original cost thereof shall be less than \$30,000,000.

(b) Prior to the expiration of the Retention Period as to any item of Existing Facility Property, the Lessee may remove such item from the Project Site, or, if acquired by the Lessee in the name of the Agency for installation at or location in the Project Site but such item of Existing Facility Property shall have not yet been delivered to and installed at or located in the Project Site, the Lessee may move such item of Existing Facility Property, in each case on a temporary basis ("Temporary Removals") provided, that, no such Temporary Removal shall be effected if

(i) the Project Site ceases to be the "permanent location" to which the item of Existing Facility Property is to be returned after its temporary off-location use,

(ii) the Temporary Removal is effected for a good faith business purpose consistent with the operations of the Lessee conducted at the Leased Premises, and

(iii) the item of Existing Facility Property is not absent from the Project Site for a period in excess of (i) ninety (90) days for any Temporary Removal to a location

within the United States, (ii) one hundred twenty (120) days for any Temporary Removal to a location outside of the United States and not for the purpose of Olympics coverage, or (iii) one hundred eighty (180) days for any Temporary Removal to a location outside of the United States for the purpose of Olympics coverage, subject, however, in each case to extension of the above specified time periods as result from events of the type described in Section 9.2 hereof.

Notwithstanding the limitations set forth in paragraph (iii) above, upon the occurrence of an unforeseen event or circumstance unrelated to the financial or economic condition of, though potentially having an economic impact upon, the Lessee or any Affiliate of the Lessee which, in the good faith business judgment of the Lessee has precipitated an emergency condition necessitating the extension of any of the applicable Temporary Removal periods referred to in clause (iii) above, such Temporary Removal periods may, as applicable, be extended for the period of, but not longer than, such emergency condition, provided that the Lessee delivers written notice to the Agency of the event or circumstance precipitating such emergency condition, and uses good faith diligent efforts to effect the return of the item of Existing Facility Property to the Project Site as expeditiously as possible under the circumstances.

(c) Prior to the expiration of the Retention Period as to any item of Existing Facility Property, the Lessee may remove, transfer, sell or otherwise dispose of such item from the Project Site on a permanent basis ("Permanent Removals") and thereby either acquire such item of Existing Facility Property from the Agency or cause such item to be acquired from the Agency by an Affiliate of the Lessee, provided, that, in either case,

(i)(A) [Reserved], and

(B) the Lessee shall either (1) pay to the Trustee for deposit in the Obligation Fund, to be applied to redeem Obligations, an amount equal to the original cost of the item of Existing Facility Property financed from the proceeds of the Agency's Obligations, or (2) acquire for installation at or location in the Project Site (from sources other than the proceeds of Agency Obligations, whether directly or by reimbursement from such proceeds) a substitute or replacement item of property having equal or greater utility and capability as the item of Existing Facility Property being permanently removed from the Project Site, and convey title to such substitute or replacement item of property to the Agency as part of the Facility and thereby subject such property to the leasehold estate of this Agreement as if originally acquired as part of the Facility; or

(ii) if the Lessee shall seek to effect a Permanent Removal of Existing Facility Property for reasons other than as permitted in Section 4.2(c)(i) above, and such Permanent Removal is occasioned by unforeseen circumstances but in accordance with a good faith business purpose on the part of the Lessee and not as part of any systematic or programmatic transfer of Existing Facility Property from the Project Site, the Lessee may on an occasional and immaterial basis effect such Permanent Removal, provided that prior to any such Permanent Removal the Lessee shall deliver to the Agency (y) a certificate of an Authorized Representative of the Lessee confirming that such Permanent Removal is being effected in a manner and for a purpose consistent with the conditions permitting such Permanent Removal as provided above in this paragraph (ii) and not in violation of any other covenant, condition or agreement on the part of the Lessee hereunder, including, without limitation, that special covenant of the Lessee set forth in Section 6.10(a) hereof, and (z) an amount, certified as correct by such Authorized Representative of the Lessee, of the sales tax exemption made available to the Lessee pursuant to the Sales Tax Letter and this Agreement with respect to the acquisition of such item of Existing Facility Property.

(d) Notwithstanding the foregoing, the Lessee shall effect no Temporary Removals or Permanent Removals of Existing Facility Property from the Project Site if any such removal would cause the Facility or the Leased Premises to cease to be within the definition of "project" under the Act or to cease to be used for the general purposes specified in the recitals to this Agreement.

(e) Upon the written request of the Lessee, the Agency shall deliver to the Lessee appropriate documents conveying the rights of the Agency to the Lessee or an Affiliate of the Lessee in any of the Existing Facility Property removed from the Project Site pursuant to this Section 4.2. The Lessee agrees to pay all costs and expenses (including reasonable counsel fees) incurred in connection with such removal and any substitution or replacement.

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

(g) It is agreed by the Agency and the Lessee that no third party shall be required to inquire into the authority of the Lessee to transfer, sell or otherwise dispose of any Existing Facility Property and any such transfer, sale or disposition by



the Lessee to any such third party will vest such third party with indefeasible title to the item of Existing Facility Property so transferred, sold or otherwise disposed of by the Lessee, it being understood, however, that the foregoing shall not modify, limit or otherwise impair the respective rights and obligations of the Agency and the Lessee under this Agreement.

Section 4.3. [Reserved].

Section 4.4. Taxes, Assessments and Charges. As between the Agency and the Lessee, the Lessee shall pay or cause to be paid when the same shall become due all taxes and assessments, general and specific, if any, levied and assessed upon or against the Facility, the Leased Premises, this Agreement, the Overlease Agreement, any of the NBC Leases, any estate or interest of the Agency or the Lessee in the Facility or the Leased Premises, or the rentals hereunder, under the Overlease Agreement or under any of the NBC Leases 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 Facility or the Leased Premises, 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 performance by Properties of any obligation of the Lessee hereunder in conformance with the requirements of this paragraph shall be deemed performance by the Lessee, and the Lessee hereby covenants and agrees, for the benefit of the Agency and the Trustee, that to the extent the Lessee shall not or shall be incapable of performing its obligations under this Section 4.4 but shall have the contractual right to compel performance by Properties, the Lessee shall, upon the written direction of the Agency, commence and continue such action so as to cause such performance by Properties as and to the extent necessary to enable the Lessee to comply with the provisions of this paragraph. The Lessee may pay any Imposition in installments if so permitted by law, whether or not interest accrues on the unpaid balance. The Lessee may, either in its own name or in the name of the Agency, enforce performance by any Person otherwise obligated (other than the Agency) to pay any such Imposition. The Lessee may in good faith commence and prosecute proceedings to contest the amount or validity or application, in whole or in part, of any such Imposition, provided, that, (i) such proceeding shall suspend the execution or enforcement of any lien arising from the non-payment of such Imposition against the Leased Premises or the Facility or any part of either thereof or any interest therein, in the Lease Agreement or in the Overlease Agreement of the Agency,

Properties, the Lessee or the Trustee or against any of the rentals or other amounts payable under this Agreement or the PILOT Agreement, (ii) neither the Facility nor the Leased Premises nor any part of any thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) no interest of the Agency in any property other than the Facility or the Leased Premises shall be or would become subject to the Imposition, and (iv) neither the Agency nor the Trustee would be in any danger of any criminal liability for failure to pay such Imposition.

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 Leased Premises or the Facility, the Lessee shall maintain insurance with respect to the Facility and the Leased Premises, 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 and the Agency in a minimum amount of \$10,000,000 aggregate coverage for personal injury and property damage;

(ii) public liability insurance in accordance with customary insurance practices for similar operations with respect to the Facility and the Project Site and the business thereby conducted in a minimum amount of \$10,000,000, which insurance (A) will include a contractual liability endorsement in conformity with the requirements of Section 6.2(f) hereof, (B) may be effected under overall blanket or excess coverage policies of the Lessee or any Affiliate thereof, provided, however, that at least \$1,000,000 is effected by a comprehensive liability insurance policy and (C) may contain a deductible customary at that time for similar companies in the industry in which the Lessee shall be engaged, provided, however, such deductible shall not exceed \$1,000,000 unless the Lessee shall have delivered to the Agency, prior to increasing such deductible to an amount in excess of \$1,000,000, a certificate of an Authorized Representative of the Lessee to the effect that the Lessee has been unable to obtain such insurance through insurers customarily used in the Lessee's industry for such insurance with a deductible of \$1,000,000 or less in which event such deductible may be increased to an amount in excess

of \$1,000,000 for so long as such inability to obtain such insurance shall exist but for no longer;

(iii) workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Lessee or the Agency is required by law to provide;

(iv) automobile liability insurance for all Qualified Rolling Stock with a combined single limit of no less than \$10,000,000;

(v) to the extent available at commercially reasonable premium cost, such other liability insurance in such amounts and against such insurable hazards as the Agency from time to time may reasonably require.

(b) All insurance required by Section 4.5(a) above shall be procured and maintained with insurance companies authorized to write such insurance in the State, and which shall have a "B+-VII" rating or better by A.M. Best.

(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 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 Facility (except with respect to Special Facilities Components) be made payable to the Lessee, and shall name the Lessee as sole loss payee under the standard loss payee clause, which insurance proceeds shall be paid over to the Lessee and applied as provided in Section 5.1 hereof;

(iii) provide that there shall be no recourse against the Agency 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 interest of the Agency 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 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 to the extent that such other

upgrading, improving, repairing, replacing, equipping and installing of the Project, and the payments to be made for equipment under installment sale purchase or leasing arrangements pursuant to which the Agency shall have title to the underlying equipment, shall be available for exemption from the sales tax levied by the State and City of New York only on the condition that (i) such materials, equipment (other than Qualified Rolling Stock), rental equipment, facilities, systems or improvements are delivered to the Project location and are installed in and as part of, or otherwise used or located at, the Project Site, (ii) such labor is performed with respect to materials, equipment (whether rented or purchased), facilities, systems or improvements constituting a part of or located within the Leased Premises, or if not a part of or located within the Leased Premises, are described in clause (iii) below, (iii) such materials, equipment (whether rented or purchased) (other than Qualified Rolling Stock), facilities, systems or improvements are either a part of or located within the Leased Premises, or if located within the Project Site but are not a part of or within the Leased Premises, are owned by the Agency, separately identifiable with specificity as so owned after installation or completion, and are capable of being removed as a separately definable item of property from the place of its installation or completion, (iv) such materials, equipment, facilities, systems or improvements are purchased from, or such purchase price is reimbursed with, or such labor or rental equipment is paid for or reimbursed with, or such payments under installment sales or leasing arrangements are made from or reimbursed by, the proceeds of the bonds, notes or other obligations issued by the Agency for the financing of the Project, and (v) in the case of any leasing arrangement of equipment, other than installment sale purchase arrangements pursuant to which the Agency shall have title to the underlying equipment, such equipment shall be leased to the Agency solely for the purpose of effecting the construction, reconstruction, renovation, improving, upgrading, repairing, replacing or installing

of the Project; provided, however, that the liability of the Agency under this contract shall be limited only to the proceeds of such bonds, notes or other obligations of the Agency as may be used to finance the cost of the Project. In the event that the proceeds of such bonds, notes or other obligations are insufficient to pay or reimburse all or any part of such costs, no sales tax exemption for such costs shall be available and the Agency shall not be liable, either directly or indirectly, or contingently upon this contract in any manner and to any extent whatsoever, and the Company shall be the sole party liable hereunder. By execution or acceptance of this Contract \_\_\_\_\_ (Vendor) hereby accepts the terms and conditions set forth in this paragraph."

The failure of the Lessee to include language in substantially the above form in any such contract, invoice, bill or purchase shall constitute such contract, invoice, bill or purchase order as an undertaking not on behalf of the Agency and not available for any benefits able to be conferred by the Agency.

(g) Concurrently with the issuance of the Series A Bonds, the Agency shall make available to the Lessee (for the benefit of the Lessee and the Lessee's contractors and subcontractors) a Letter of Authorization for Sales Tax Exemption, substantially in the form set forth in the appendices hereto (the "Sales Tax Letter"). The Agency agrees, at the sole cost and expense of the Lessee, to execute such letters and other documents as shall be necessary to extend the sales tax exemption intended to be provided to the Lessee hereunder, to the Lessee's contractors and subcontractors as well.

(i) The Sales Tax Letter shall be dated the date of original issuance of the Series A Bonds and shall be effective for a term commencing on its date and expiring on December 31, 2003, subject, however, to an annual confirmation of its effectiveness by an Authorized Representative of the Agency. The Agency hereby covenants and agrees with the Lessee to provide such annual confirmation unless

(A) the Lessee shall be in default of any payment required of it under the PILOT Agreement, which default shall not have been cured within thirty (30) days after the delivery by the Agency to the Lessee of written notice of such default,

(B) the Lessee, within thirty (30) days after the Agency shall have delivered written notice to the Lessee that a payment in return of sales tax exemption is due under Section 2.1(g)(iv) or 4.2(c)(ii)(z) hereof, shall have failed to make such payment to the Agency,

(C) this Agreement shall have been terminated, or

(D) any amount shall be due and owing by the Lessee under Section 6.10(b) of this Agreement;

provided, however, that in the event the Lessee shall contest in good faith the applicability of any of the circumstances described in clauses (A), (B) or (D) above, the Agency shall continue to provide such annual confirmation as and for so long as the Lessee shall have either (y) delivered a certificate to the Agency of the chief financial officer of the Lessee (such certificate to be confirmed quarterly by such officer during the period of any such contest) to the effect that the Lessee has a Net Worth in excess of \$100,000,000, or (z) deposited with the Trustee (in a special escrow fund established for such purpose) moneys in an amount equal to the amount in contest or shall have otherwise delivered undertakings to the Agency's satisfaction to pay such amounts in contest.

(ii) The authorizations set forth in the Sales Tax Letter shall automatically be suspended ten (10) days after the delivery by the Agency to the Lessee of written notice to the effect that one or more of the events described in clauses (A), (B), (C) or (D) of Section 2.1(g)(i) hereof shall exist, subject, however, to the Lessee's right to defer such suspension for the period of any contest undertaken in accordance with (including the providing by the Lessee of the chief financial officer certifications as provided above or the depositing of moneys or other undertakings) Section 2.1(g)(i) above.

(iii) It is acknowledged and agreed to by the Lessee that the sales tax exemption to be provided pursuant to the Sales Tax Letter

(A) shall not be available for the payment of any costs other than Project Costs and only for Project Costs of those items of Facility Improvements and Facility Equipment which are identified with reasonable specificity in the Facility Improvements Registry and in the Facility Equipment Registry by no later than the next succeeding August 1 (if such cost shall have been paid or incurred in the immediately preceding January 1 through June 30) or February 1 (if such cost shall have

been paid or incurred in the immediately preceding July 1 through December 31), provided, however, that if such Project Cost shall have been paid or incurred but not yet capitalized on the books of the Lessee, or the item which is the subject thereof not yet treated as operational on the books of the Lessee, in each case in accordance with the customary practices of the Lessee, the sales tax exemption shall continue to be available for such item of Project Cost if such item shall be identified with reasonable specificity in the Facility Improvements Registry or in the Facility Equipment Registry, as applicable, within eighteen (18) months of the date such Project Cost shall have been paid or incurred,

(B) shall not be utilized for Facility Improvements or Facility Equipment which shall not be contracted for, purchased, completed, located or installed at the Project Site by December 31, 2003,

(C) shall only be available if the Project Cost is paid for and/or reimbursed in whole from the proceeds of the Agency's Obligations (excluding Refunding Obligations) by no later than the next succeeding September 1 (if such cost shall have been paid or incurred in the immediately preceding January 1 through June 30) or March 1 (if such cost shall have been paid or incurred in the immediately preceding July 1 through December 31) (except, however, for those items of Project Costs identified in paragraph (A) above, for which the sales tax exemption shall be available if the Project Cost is paid for and/or reimbursed in whole from the proceeds of the Agency's Obligations by no later than eighteen (18) months of the date such items of Project Costs shall have been paid or incurred) provided, however, that in the event

(1) the Agency shall unreasonably refuse, or shall be legally unable or barred, to issue and sell its Obligations in a principal amount sufficient to enable compliance by the Lessee with the provisions of this paragraph (C), or

(2) material adverse general market conditions of such a nature shall exist that, in the reasonable judgment of the Agency, Obligations can not then be sold on economically reasonable terms,

the sales tax exemption shall not be suspended by reason of the failure of the condition specified in this paragraph (C) to occur for such period as the events

described in clauses (1) or (2) above shall exist, and for such reasonable period thereafter as shall be necessary to effect the issuance and sale of the Obligations, and

(D) shall not be available for any date subsequent to which the Sales Tax Letter shall not have been annually re-confirmed for reasons permitted in Section 2.1(g)(i) hereof or shall have been suspended as provided in Section 2.1(g)(ii) hereof, provided, however, that in the event the Agency shall thereafter provided such annual confirmation or waive such suspension, as applicable, the sales tax exemption shall again continue from the date of such annual confirmation or such waiver.

(iv) In the event that the Lessee shall utilize the sales tax exemption authorization provided pursuant to the Sales Tax Letter in violation of the provisions of this Section 2.1(g)(iii) above, the Lessee shall promptly deliver written notice of same to the Agency and the Lessee shall, upon written demand by the Agency, pay to the Agency a return of sales tax exemption in an amount equal to all such unauthorized sales tax exemptions, together with interest thereon from the respective date of each such use of the exemption at the annual rate of three percent (3%) in excess of the "prime rate" of Citibank N.A.

(v) The Lessee shall, on February 1 and August 1 of each year commencing February 1, 1989,

(A) deliver to the Agency a certificate of an Authorized Representative of the Lessee certifying (x) as to the aggregate dollar amount of all sales tax exemptions availed of by the Lessee in the immediately preceding half calendar year (i.e., January 1 through June 30 for the certificate to be delivered on August 1, and July 1 through December 31 for the certificate to be delivered on February 1, except that the first such period shall commence on the date of issuance of the Series A Bonds and continue through June 30, 1989) and the specific items of Project Costs to which they shall relate, (y) that all such sales tax exemptions so availed of were in compliance with the provisions of the Sales Tax Letter and Section 2.1(g) of this Agreement, and (z) as to the aggregate dollar amount of all sales tax exemptions availed of by the Lessee from the date of original issuance of the Sales Tax Letter through the end of the calendar half to which such certificate shall relate, and that all Project Costs to which sales tax exemption shall have been availed of to date by the



Lessee have been (or, concurrently with the delivery of such certificate, will be) reimbursed in whole from the proceeds of the Agency's Obligations (excluding Refunding Obligations),

(B) deliver to the Trustee (with a copy to the Agency) a requisition of the Project Supervisor in accordance with the requirements of Section 5.02 of the Indenture requisitioning reimbursement for all Project Costs paid or incurred through the end of the immediately preceding calendar half (or such longer period as permitted in the proviso to Section 2.1(g)(iii)(A) above) to which such requisition shall relate, and

(C) cause the Agency to issue, sell and deliver Obligations (exclusive of Refunding Obligations), if otherwise insufficient therefor, in an aggregate principal amount sufficient to satisfy the requirements of Section 2.1(g)(v)(A) and (B) above.

(vi) In the event that the Lessee shall fail to satisfy the condition specified in Section 2.1(g)(iii)(C) hereof by the applicable March 1 or September 1 (for reasons not excused under clauses (1) or (2) of said Section 2.1(g)(iii)(C)), the authorizations set forth in the Sales Tax Letter shall be suspended on such March 1 or September 1, as the case may be, until such date as the Lessee shall (i) pay to the Agency an amount equal to all sales tax exemptions availed of by the Lessee (with respect to items of Project Costs which shall not have been paid in whole and/or reimbursed in whole from the proceeds of Obligations) for the semi-annual period to which such failure shall relate, together with interest on each such item of sales tax exemption from the respective date availed of at the annual rate of three percent (3%) in excess of the "prime rate" of Citibank, N.A., and (ii) deliver to the Agency a certificate of an Authorized Representative of the Lessee itemizing each such sales tax exemption availed of and its date, and certifying such itemization as a true, correct and complete statement of all sales tax exemptions availed of by the Lessee pursuant to the authorizations set forth in the Sales Tax Letter for such semi-annual period. In the further event, that for each succeeding March 1 or September 1, as applicable, the Lessee shall have failed to satisfy such condition specified in Section 2.1(g)(iii)(C) hereof (but shall have previously complied with the conditions set forth in clauses (i) and (ii) of the immediately preceding sentence with respect to the second prior semiannual period), the authorizations set forth in the Sales Tax Letter shall again be suspended from the applicable March 1 or September 1 until

the Lessee shall again comply with the conditions set forth in said clauses (i) and (ii) above.

(vii) The sales tax exemption authorizations provided to the Lessee under the Sales Tax Letter and this Agreement availed of by the Lessee shall extend to both those Project Costs the payment of which shall first be made from the proceeds of Agency Obligations as well as to those Project Costs the payment of which is to be reimbursed from the proceeds of Agency Obligations.

(viii) In the event the appendices to the Sales Tax Letter shall not contain an accurate and complete description (with reasonable specificity) of the Facility Equipment and Facility Improvements (each of which may be identified within reasonable specific item categories) for the payment of the cost of which the Sales Tax Letter is intended (although not required) to be used by the Lessee, the Lessee shall promptly deliver in revised form descriptions to the Agency and the Agency shall, upon the receipt of such descriptions, modify the Project Cost appendices to the Sales Tax Letter accordingly.

(ix) Upon written request by the Agency of, and reasonable notice to, the Lessee, the Lessee shall make available to the Agency all books and records of the Lessee, and require all appropriate officers and employees of the Lessee to respond to reasonable inquiries by the Agency, necessary to indicate in reasonable detail those costs to which the Lessee shall have utilized the Sales Tax Letter, provided, however, that the Agency acknowledges that such books and records of the Lessee as shall relate to costs paid or incurred in the first half of the calendar year may not be available in final form until the immediately succeeding August 1, and with respect to the second half of the calendar year, may not be available in final form until the immediately succeeding February 1.

(x) Any amount paid to the Agency as a return of sales tax exemption in accordance with this Agreement (except under Section 2.1(g)(vi) hereof) shall not constitute a credit to the amount of sales tax exemption which is to be made available to the Lessee under this Agreement and the Sales Tax Letter.

(xi) On February 1 and August 1 of each year during the term of this Agreement, the Lessee shall deliver to the Agency and the Trustee a certificate of an Authorized Representative of the Lessee certifying that such Authorized Representative is one of the individuals with whom the Lessee has placed responsibility as to the matters to be set forth

insurance provides the Agency with contingent and/or excess liability insurance with respect to its interest in the 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 until at least thirty (30) days after receipt by the Agency of written notice by such insurers of such cancellation, lapse, expiration or change; and

(vii) if available, waive any right of subrogation of the insurers thereunder against the Agency, 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 the Agency.

(d) The Net Proceeds of any insurance received with respect to any loss or damage to the property of the Facility (except with respect to Special Facilities Components) shall be paid to the Lessee and applied in accordance with Section 5.1 hereof.

(e) Concurrently with the original issuance of the initial Series of Obligations under the Indenture, the Lessee shall deliver or cause to be delivered to the Agency duplicate copies of insurance policies and/or binders (or certificates) 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 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, take all reasonable steps necessary or reasonably requested by the Agency to collect from insurers for any loss covered by any liability 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) Upon each exercise by the Lessee in accordance with Section 2.1(d) hereof of its option under the Lease Option Agreement to lease Additional Lease Space and to execute an Additional Space Lease with respect thereto, the Lessee shall, on or prior to the conveyance of title to such Additional Lease Space to the Agency, cause the Additional Lease Space to be

covered by the same types of insurance required under this Section 4.5 with respect to all other of the Leased Premises.

(h) Upon the delivery by the Lessee of a certificate of an Authorized Representative of the Lessee to the Agency to the effect that the Lessee has or proposes to become a self-insurer as to all of its properties and liabilities, the Agency shall consider in good faith any proposal of the Lessee to cease maintaining the insurance required of the Lessee under this Section 4.5 in substitution for the continued maintenance by the Lessee of a minimum net worth to be mutually agreed upon by the Agency and the Lessee; provided, however, that to the extent such proposal reflects prudent risk management under prevailing customs and standards in the business in which the Lessee is engaged, the Agency shall not unreasonably withhold its consent to such proposal.

(i) 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. In the event the Lessee fails to make any payment or perform or observe any obligation required of it under this Agreement, the Agency, after first delivering ten (10) days' prior written notice to the Lessee of any such failure on its part (except in the event of an emergency condition which, in the reasonable judgment of the Agency, necessitates immediate action), may (but shall not be obligated to), and without waiver of any of the rights of the Agency under this Agreement, 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 shall become an additional obligation of the Lessee to the Agency, which amounts, together with interest thereon at the annual rate of three percent (3%) in excess of the "prime rate" of Citibank, N.A., from the date advanced, the Lessee will pay upon demand therefor by the Agency. Any remedy herein vested in the Agency for the collection of the rental payments or other amounts due hereunder shall also be available to the Agency 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 comply in all material respects with all Federal, State and local statutes, codes, laws, acts, ordinances, orders, judgments, decrees, published rules (or if not so published, actually known by the Lessee), published regulations (or if not so published, actually known by the Lessee), and authorizations (including, without limitation, those relating to zoning, land use, environmental protection, air,

water and land pollution, asbestos removal, toxic wastes, hazardous wastes, solid wastes, health and safety), 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 Leased Premises or the Facility or any portion of either thereof; provided, however, (i) the obligation of the Lessee to cause any occupant, user or operator (which is not the Lessee or any contractor, subcontractor, agent or employee of the Lessee, or a sublessee under a sublease entered into under Section 9.3 hereof) of the Leased Premises or any portion thereof to comply with the matters set forth in this Section 4.7 shall be deemed satisfied to the extent that the Lessee shall use its diligent good faith efforts to cause such compliance, provided, however, such efforts on the part of the Lessee shall not require the Lessee to commence legal proceedings against Properties, and if the Lessee shall be unable to cause any occupant, user or operator of the Leased Premises (other than Properties or any Unrelated Tenant, as defined in Section 8 of the Overlease Agreement) to comply with the matters set forth in this Section 4.7 within six (6) months from the date the Agency shall have delivered notice to the Lessee of such non-compliance, the Lessee shall by such six-month date cause, by subdivision or otherwise, a condominium unit including the portion of the Leased Premises so affected to no longer be owned by the Agency, and (ii) the Lessee may contest in good faith the validity, existence or applicability of any of the foregoing, so long as (w) such contest shall stay the enforcement of any proceedings commenced to effect such compliance, (x) neither the Facility nor the Leased Premises nor any portion of either thereof would be in any danger of being sold, forfeited or lost, (y) neither the Agency nor the Trustee would be in any danger of any criminal liability, and (z) in the reasonable judgment of the Agency, the continued non-compliance by the Lessee during such contest shall not subject the Agency to the continuance of materially prejudicial adverse publicity. The Agency shall, at the sole cost and expense of the Lessee, cooperate with the Lessee and execute such documents or other instruments as the Lessee shall reasonably request, to effect such reversion of title from the Agency as described in clause (i) of the preceding sentence.

In the event the Agency shall have actual knowledge of any non-compliance with law as provided in this Section 4.7, the Agency agrees to use its best efforts to notify the Lessee thereof, provided, however, that the failure of the Agency to deliver such notice to the Lessee shall not constitute a defense to nor impair the obligations of the Lessee under this Section 4.7.

**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 any part of the Facility or the Leased Premises shall be damaged or destroyed, or taken or condemned by a competent authority for any public use or purpose, or by agreement (at the request of or with the written consent of the Lessee) between the Agency and those authorized to exercise such right, or if the temporary use of the Facility or the Leased Premises shall be so taken by condemnation or agreement (a "Loss Event"):

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

(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 with respect to the Facility (except with respect to those Net Proceeds as shall relate to Special Facilities Components, the disposition of which shall be governed by the NBC Leases) shall be paid to the Lessee and the Lessee shall, if Properties elects to rebuild, replace, repair or restore the Leased Premises, at its own cost and expense (except to the extent paid from the Net Proceeds paid to the Lessee), promptly and diligently rebuild, replace, repair or restore the 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 Holder of any of the Obligations, nor shall the rent or other amounts payable by the Lessee under this Agreement be abated, postponed or reduced.

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

(i) automatically be deemed a part of the Facility and owned by the Agency and be subject to this Agreement and not

be subject to the Overlease Agreement or any of the NBC Leases, provided, however, that any Special Facilities Components shall be subject to the reversionary interest (including any applicable rights in respect of reintegration and removal) of Properties and its mortgagees under the NBC Leases,

(ii) be in accordance with a written report, which the Lessee shall deliver to the Agency prior to the commencement of such rebuilding, replacements, repairs or restorations of the Facility, providing information to the Agency with respect to scope, cost, estimated time to complete, location and general nature of work to be done,

(iii) not cause the Facility or the Leased Premises to cease to be within the definition of "project" under the Act or change the general purposes of the Facility or the Leased Premises from those specified in the recitals to this Agreement, and

(iv) be effected with due diligence in a good and workmanlike manner, in compliance in all material respects 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.

(d) The Agency and the Trustee shall cooperate and consult with the Lessee 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, as among the Agency, the Trustee and the Lessee, be solely within the control of the Lessee. The Agency shall, at the sole cost and expense of the Lessee, execute such documents or other instruments as may be reasonably requested by the Lessee to effect such settlement, compromising, arbitration or adjustment of any such claim or demand.

(e) If all or substantially all of the Leased Premises shall be taken or condemned, or if the taking or condemnation renders the Facility or the Leased Premises unsuitable for use by the Lessee as contemplated hereby, or if an event shall occur which would permit Properties to elect not to rebuild, replace, repair or restore the Leased Premises or to terminate the NBC Leases (or such of those NBC Leases as shall encompass all or substantially all of the Leased Premises) and Properties shall so elect, the Lessee shall exercise its option to prepay the Obligations in whole pursuant to Section 8.1 hereof, and the Lessee shall thereupon pay to the Trustee for deposit in the Obligation Fund to be applied to redeem the Obligations in whole an amount which, when added to any amounts then in the Obligation

Fund and available for that purpose, shall be sufficient to retire and redeem the Obligations in whole 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 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 Obligation Fund, if applicable, to such redemption or retirement of the Obligations on said redemption or maturity date.

(f) The Lessee shall be entitled to any insurance proceeds or condemnation award, compensation or damages attributable to improvements, machinery, equipment or other property installed on or about the Leased Premises but which, at the time of such damage or taking, is not part of the Facility and is owned by the Lessee.

(g) 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 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, (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, and (iv) not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it. The Lessee may, however, without violating the foregoing, but upon prior written notice to the Agency and the Trustee, consolidate with or merge into another corporation, or permit one or more corporations 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 corporation (and thereafter liquidate, wind-up or dissolve or not, as the Lessee may elect) if (i) the Lessee is the surviving, resulting or transferee corporation, as the case may be, or (ii) in the event that the Lessee is not the surviving, resulting or transferee corporation, as the case may be, such corporation (A) is a solvent 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) assumes in writing all of the obligations of the Lessee contained in this Agreement, the PILOT Agreement and the NBC Leases, and in the Opinion of Counsel, (y) such corporation shall be bound by all of the terms applicable to the Lessee of this Agreement and the NBC Leases, and (z) such action does not legally impair the security for the Holders of the Obligations afforded by the Security Documents, nor impair the security for the Agency under the PILOT Agreement afforded by the Collateral Assignment of Rents, and (C) has a Net Worth after the merger, consolidation, sale or transfer not less than \$100,000,000. 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 corporation 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 harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, costs, expenses and liabilities for losses, damage,

injury and liability of every kind and nature (including, without limitation, environmental) and however caused, and taxes (of any kind and by whomsoever imposed), other than losses arising from the gross negligence or willful misconduct of the Agency, arising during the term of this Agreement with respect to any Qualified Rolling Stock or upon or about the Condominium, the Facility, the Project Site or the Common Elements or resulting from, arising out of, or in any way connected with (i) the financing of the costs of the Facility and the marketing, issuance and sale of the Agency's Obligations from time to time for such purpose, (ii) the establishment and operation of the Condominium and compliance with the Declaration, (iii) the planning, design, acquisition, construction, reconstruction, up-grading, improvement, renovation, repairing, replacing, equipping, installation or completion of the Condominium, the Facility, the Project Site or the Common Elements, or any part of any thereof or the effecting of any work done in or about the Condominium, the Facility, the Project Site or the Common Elements, or the ownership, use, maintenance or operation of the Qualified Rolling Stock, (iv) any defects (whether latent or patent) in the Condominium, the Facility, the Project Site or the Common Elements, (v) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Condominium, the Facility, the Project Site or the Common Elements, or any portion of any thereof, (vi) this Agreement, the Indenture, the Prior Liens, the Agency Assignment Agreement, the Overlease Agreement, any of the NBC Leases, the PILOT Agreement, the Collateral Assignment of Rents, the Declaration or any 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, (vii) the existence or operation of the Tax Agreement (except that this Section 6.2 shall not cover, and the Lessee shall have no liability for, (A) the cost and expense of defense of the Agency from and against any and all claims made by any present or future occupant (other than the Lessee) of space in the New Tax Lots (as defined in the Tax Agreement) (each, a "Non-NBC Tenant") that (y) the apportionment of the Aggregate Value (as defined in the Tax Agreement) should be by a methodology other than that set forth in the Tax Agreement, or (z) such Non-NBC Tenant's liability for real estate taxes with respect to a New Tax Lot has been increased as a result of the subdivision of the east parcel of the Existing Tax Lot (as defined in the Tax Agreement) from the balance of the Existing Tax Lot, and (B) the amount of such increased real estate tax liability the Agency is required by a non-appealable order of a court of competent jurisdiction, as a result of any claim described in clause (A) above, to pay a Non-NBC Tenant) including all reasonable costs and expenses (including attorneys' fees and court costs) incurred by the Agency in connection with the enforcement by the Agency of the obligations of Properties

and Associates under the Reimbursement Agreement irrespective of whether the Agency shall prevail, or (viii) any use, occupancy or possession of the Project Site by a Person other than the Lessee. The Agency shall not 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 Condominium, the Facility, the Project Site or the Common Elements, due to any act or negligence of any Person other than the gross negligence or willful misconduct of the Agency.

(b) The Lessee releases the Agency from, and agrees that the Agency shall not be liable for and agrees to indemnify and hold the Agency harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by the Agency with respect to any of the matters set forth in subdivision (i) through (vii) of Section 6.2(a) hereof or at the direction of the Lessee and in good faith with respect to any of such matters above referred to. The Agency shall promptly notify the Lessee in writing of any claim or action brought against the Agency in which indemnity may be sought against the Lessee pursuant to this Section 6.2; such notice shall be given in sufficient time to allow the Lessee to defend or participate in such claim or action, but 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.

(c) The indemnifications and protections set forth in this Section 6.2 shall be extended to the Agency's members, directors, officers, employees, agents and servants and persons under the Agency's control or supervision (collectively, together with the Agency, the "Indemnified Parties").

(d) In the event any claim, action, suit or proceeding shall be brought against an Indemnified Party within the protections provided by the Lessee under this Section 6.2, the Lessee may, or if so requested by such Indemnified Party shall, at the sole cost and expense of the Lessee, participate therein and assume and direct the defense thereof, with counsel reasonably satisfactory to such Indemnified Party, including without limitation, the settlement of outstanding claims, and the Lessee shall not be liable to such Indemnified Party for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof (except as provided in Section 6.2(e) hereof) other than reasonable costs of investigation incurred with the consent of the Lessee, which consent shall not be unreasonably withheld; provided, however, that unless and until the Lessee assumes the defense of any such action at the request of such Indemnified Party, the Indemnified Party shall have the right to participate at the Lessee's own

expense in the defense of any such action. If the Lessee shall not have employed counsel to have charge of the defense of any such claim, action, suit or proceeding, legal and other expenses incurred by such Indemnified Party shall be borne by the Lessee. Notwithstanding the foregoing, the Lessee shall not be liable for any settlement or any action or claim effected without its consent, which consent shall not be unreasonably withheld.

(e) Notwithstanding the provisions of Section 6.2(d) hereof, in the event any such claim, action, suit or proceeding shall, either expressly or impliedly, or directly or indirectly, question the statutory or corporate power or authority of the Agency in taking or failing to take certain actions, executing or delivering or failing to execute or deliver certain documents or agreements or providing or failing to provide certain benefits (including, without limitation, real estate tax abatements or sales tax exemptions), the Agency shall have the right to employ attorneys and control and direct the defense thereof at the sole cost and expense of the Lessee, provided, however, the Agency will provide or cause to be provided monthly time accounting on an hourly basis of all such attorneys employed, and the Lessee shall be entitled to reasonably control the number of outside counsel involved in such defense and to otherwise exercise the same type of cost control as the Lessee customarily exercises when the Lessee is the client.

(f) To effectuate the purposes of this Section 6.2, the Lessee will provide for and insure, 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, to the extent capable of being included within standard contractual liability clauses. 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 Agency relating to the enforcement of the provisions herein specified.

(g) 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.

(h) In each case where the Agency shall incur or suffer any loss, cost, liability or expense (each, a "Loss") as to which indemnification is to be provided by the Lessee under the provisions of paragraph (a) of this Section 6.2 and such Loss, in the absence of such paragraph (a), would be compensable (whether

pursuant to an indemnification provision or as damages for breach of covenant or warranty) by Associates, Properties or any successor or affiliate of Associates or Properties (each, a "Landlord Party") under the provisions of the Declaration, the Overlease Agreement, the Tax Agreement, the Reimbursement Agreement, the Collateral Assignment of Rents or any other instrument to which the Agency is a party (collectively, an "Indemnity Agreement"), the Agency shall not assert any claim for indemnification under this Section in respect of such Loss unless, contemporaneously with such assertion, the Agency shall assert all claims it may have against any Landlord Party in respect of such Loss. In the event the Agency shall pursue any remedy against the Lessee in respect of any claim contemplated in this paragraph (h), the same remedy shall, to the extent permitted by law and by the applicable Indemnity Agreement, be pursued with substantially equal diligence against all Landlord Parties subject to an Indemnity Agreement.

(i) In the event the Lessee shall pay any amount to the Agency of the character contemplated by subparagraph (h) of this Section 6.2, (i) the Lessee shall be fully subrogated to the rights and remedies of the Agency against all Landlord Parties regardless of any act taken or omitted to be taken by the Agency or by the Lessee or any instrument delivered by the Agency or by the Lessee and (ii) upon request of the Lessee, the Agency shall deliver to the Lessee an instrument, in form reasonably acceptable to the Lessee, assigning to the Lessee any and all rights of the Agency in respect of the Loss to which such amount relates but only to the extent of the amount so paid by the Lessee. In the event the Lessee shall make any claim against any Landlord Party as the subrogee or assignee of the Agency, (a) the Lessee shall be entitled to pursue such claim in the name of the Agency, if necessary, and (b) the Agency shall cooperate in all reasonable respects with the Lessee in the prosecution of such claim. The Agency shall not settle or compromise any claim against any Landlord Party without first fully releasing the Lessee from any obligation with respect to such claim under this Section 6.2 or obtaining the Lessee's consent in writing.

(j) If there shall be commenced an action or proceeding relating to matters as to which the Agency is entitled to indemnification from Properties and Associates under the Overlease Agreement and the Lessee pursuant to the provisions of this Section 6.2, Properties and Associates shall, as between Properties and Associates, on the one hand, and the Lessee, on the other, have the sole right to assume and direct the defense thereof as contemplated in Section 6(c) of the Overlease Agreement notwithstanding the corresponding rights of the Lessee with respect to such action or proceeding pursuant to this Section 6.2; provided, however, that the Lessee shall have the right to assume and direct the defense of any such action or

proceeding to the extent there shall be raised claims as to which the Lessee has (i) potential liability greater than that of Properties or Associates or (ii) defenses available to it which are not available to Properties or Associates and which are not inconsistent with the defenses available to Properties or Associates. Subject to the foregoing provisions of this Section, each of the Lessee, Properties and Associates shall consult and cooperate with the other in connection with the management of any defense contemplated in this Section. Nothing set forth in this Section, and no action taken or document delivered pursuant to this Section, shall be construed as a waiver of (a) any of Properties', Associates' or the Lessee's rights against the other under any provision of the Consolidated NBC Lease or any other document to which Properties, Associates or the Lessee are parties, or (b) the right of Properties, Associates or the Lessee to interpose counterclaims or defenses in any such action or proceeding or any separate action or proceeding. Properties and Associates shall be a third-party beneficiary of the covenants of the Lessee set forth in this Section.

Section 6.3. Compensation and Expenses of Trustee, Obligation Registrar, Paying Agents and Agency; Indemnity of Trustee. (a) The Lessee shall, to the extent not paid out of the proceeds of the Obligations as financing expenses, pay reasonable compensation to the Trustee for its services under the Indenture and all reasonable actual out-of-pocket expenses (including counsel fees) reasonably incurred by the Trustee in performing its duties thereunder including but not limited to expenses incurred in purchasing, redeeming, exchanging, transferring, registering and preparing new Obligations or making any investments in accordance with the Indenture. The Lessee shall also pay the reasonable compensation and reasonable out-of-pocket expenses of the Obligation Registrar and the Paying Agents for the Obligations. The Lessee shall further pay the fees, costs and expenses of the Agency together with any fees and disbursements incurred by the Agency's Bond Counsel and General Counsel in performing services for the Agency in connection with this Agreement, the Overlease Agreement, any of the NBC Leases, the Lease Option Agreement, the PILOT Agreement, the Agency Assignment Agreement, the Prior Liens, the Collateral Assignment of Rents, the Declaration, the Indenture or any other document related to the transactions contemplated hereby or thereby.

(b) The Lessee further agrees to pay to the Agency a fee of \$300,000 concurrently with the execution and delivery of this Agreement together with an annual administrative servicing fee to the Agency, in the amount of (i) \$65,000 payable on the date of the execution and delivery of this Agreement, (ii) \$65,000 payable on each December 31 commencing December 31, 1989 through December 31, 2002, inclusive, and (iii) \$5,000 payable on each

December 31 commencing December 31, 2003 through December 31, 2022, inclusive.

(c) The Lessee shall at all times protect and hold the Trustee (and its officers, directors, employees, agents and servants) harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, costs, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and arising during the term of this Agreement by reason of the Trustee serving as such under the Indenture, provided, however, the protections of this paragraph (c) shall not extend to losses arising from the negligence or willful misconduct of the Trustee (or of any such officer, director, employee, agent or servant of the Trustee).

Section 6.4. Retention of Title to Facility and Leased Premises. The Agency shall not sell, assign, encumber, convey or otherwise dispose of this Agreement, the Facility or the Leased Premises or any part of any thereof or interest therein during the term of this Agreement, except as set forth in Sections 4.2, 7.2 and 8.2 hereof or as otherwise provided in the reverter clauses of the deeds conveying title to the Agency to the Leased Premises, or a conveyance of not less than all of its interest in the Leased Premises to a Designee (as defined in the Consolidated NBC Lease), without the prior written consent of the Lessee and the Trustee and any purported disposition without such consent shall be void; it being understood, however, that the Agency shall not be in breach of this covenant by reason of the suffering to be created of any Lien (as defined in Section 6.6(a) hereof), or the creation of any Lien by the action, omission, consent or direction of the Lessee. No conveyance 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. Financial Statements; Annual Certificates.

(a) The Lessee agrees to furnish to the Agency, (i) as soon as available and in any event within one hundred twenty (120) days after the close of each fiscal year of the Lessee, (A) a copy of the annual audited consolidated financial statements of the Lessee and its Affiliates, or (B) if the Lessee shall be a subsidiary of a Person that includes the Lessee in its consolidated financial statements, the Lessee shall furnish instead a copy of the annual audited consolidated financial statements of such Person and its Affiliates, including the Lessee (including, in either case, consolidated balance sheets as at the end of such year, and the related statements of income, earnings, retained earnings and changes in financial position of the Lessee or such other Person) for such fiscal year, prepared in accordance with generally accepted accounting principles,

certified by independent certified public accountants (or, if the Lessee's financial statements shall be those required to be filed and shall not be separately audited by independent certified public accountants, such statements shall be certified by the chief financial officer of the Lessee), and (ii) if and to the extent filed, and as soon as available and in any event within sixty (60) days after the same shall have been filed with the United States Securities and Exchange Commission, a copy of Forms 10-K and 10-Q with respect to the Lessee and its Affiliates.

(b) The Lessee shall deliver to the Agency and the Trustee with each delivery required by Section 6.5(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 to the best knowledge of such Authorized Representative, the Lessee was in compliance with all the provisions which relate to the Lessee in this Agreement and the PILOT Agreement and was in compliance in all material respects with all the provisions which relate to the Lessee in the NBC Leases, and if such Authorized Representative shall have obtained knowledge of any default in such compliance or notice of such default, 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, (ii) a certificate of an Authorized Representative of the Lessee (A) that the insurance it maintains complies in all material respects 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 (or, if such insurance shall not have been in full force and effect for any period during such preceding fiscal year, indicating the period of and reasons for such failure of coverage), 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, (B) that none of the NBC Leases have been amended, supplemented, modified or assigned except as stated in such certificate (copies of any of such amendments, supplements, modifications or assignments which shall not have been previously delivered as executed to the Agency, shall accompany such certificate), (C) that the Facility Equipment Registry and Facility Improvements Registry as maintained by the Agency, and the Project Plans as maintained by the Agency, accurately describe the Project and all of the Leased Premises, the Facility Improvements and the Facility Equipment, (D) that the Agency has been vested with valid title to all items of Facility Improvements and Facility Equipment and that all property constituting the Facility is subject to the leasehold estate of this Agreement and not part of the leasehold estate of the Overlease Agreement or of any of the NBC Leases (which certificate may provide that no representation is made as to Agency title to Facility Improvements or Facility



certified by independent certified public accountants (or, if the Lessee's financial statements shall be those required to be filed and shall not be separately audited by independent certified public accountants, such statements shall be certified by the chief financial officer of the Lessee), and (ii) if and to the extent filed, and as soon as available and in any event within sixty (60) days after the same shall have been filed with the United States Securities and Exchange Commission, a copy of Forms 10-K and 10-Q with respect to the Lessee and its Affiliates.

(b) The Lessee shall deliver to the Agency and the Trustee with each delivery required by Section 6.5(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 to the best knowledge of such Authorized Representative, the Lessee was in compliance with all the provisions which relate to the Lessee in this Agreement and the PILOT Agreement and was in compliance in all material respects with all the provisions which relate to the Lessee in the NBC Leases, and if such Authorized Representative shall have obtained knowledge of any default in such compliance or notice of such default, 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, (ii) a certificate of an Authorized Representative of the Lessee (A) that the insurance it maintains complies in all material respects 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 (or, if such insurance shall not have been in full force and effect for any period during such preceding fiscal year, indicating the period of and reasons for such failure of coverage), 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, (B) that none of the NBC Leases have been amended, supplemented, modified or assigned except as stated in such certificate (copies of any of such amendments, supplements, modifications or assignments which shall not have been previously delivered as executed to the Agency, shall accompany such certificate), (C) that the Facility Equipment Registry and Facility Improvements Registry as maintained by the Agency, and the Project Plans as maintained by the Agency, accurately describe the Project and all of the Leased Premises, the Facility Improvements and the Facility Equipment, (D) that the Agency has been vested with valid title to all items of Facility Improvements and Facility Equipment and that all property constituting the Facility is subject to the leasehold estate of this Agreement and not part of the leasehold estate of the Overlease Agreement or of any of the NBC Leases (which certificate may provide that no representation is made as to Agency title to Facility Improvements or Facility

Equipment as of the date of such certificate), provided, however, that any Special Facilities Components shall be subject to the reversionary interest (including any applicable rights in respect to reintegration and removal) of Properties and its mortgagees under the NBC Leases, (E) that none of the Existing Facility Property has been removed from the Leased Premises except in accordance with the requirements of Section 4.2 hereof, and (F) that the Lessee has not availed itself of the benefits of the Sales Tax Letter except in conformance with the requirements of Section 2.1 hereof and the Sales Tax Letter, and (iii) a copy of the Lessee's most recently filed "Equal Employment Opportunity, Employer Information Report EEO-1" or other equivalent or successor form as may be required of the Lessee to be filed with appropriate governmental authorities. In addition, upon twenty (20) days' prior request by the Agency or the Trustee (but no more frequently than once every four months), 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 promptly notify the Agency and the Trustee of the occurrence and continuance 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.

Section 6.6. 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 interest of the Agency or the Trustee under this Agreement or against any of the rentals or other amounts payable by 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 6.6(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 take all action (including the payment of money and/or the securing of a bond) at its own cost and expense as may be necessary or appropriate (i) to obtain the discharge in full thereof and to remove or nullify the basis therefor, or (ii) in the case of any

Existing Facility Property, effect the Permanent Removal of such Existing Facility Property so subject to such Lien to the extent permitted under Section 4.2(c) hereof. In the event the Agency shall have actual knowledge of any Lien which the Lessee has agreed in this Section 6.6(a) to discharge, remove or nullify, the Agency agrees to use its best efforts to notify the Lessee of such Lien, provided, however, that the failure of the Agency to deliver such notice to the Lessee shall not constitute a defense to the obligations of the Lessee under this Section 6.6(a). Nothing contained in this Agreement shall be construed as subjecting the Agency to any liability, whether pecuniary or otherwise, to any Person as shall perform any labor or services or furnish any materials such as to give rise to any Lien against the Agency's interest in the Leased Premises or the Facility. Further, nothing contained in this Section 6.6(a) shall obligate the Lessee to discharge, remove or nullify any Lien against the interest of the Agency in the Leased Premises, the Facility, this Agreement or the Overlease Agreement, or any amounts payable thereunder, to the extent that such Lien shall have arisen from (1) the interest of Properties or its mortgagees in Special Facilities Components, (2) other than the request, direction, act or omission of the Lessee, (3) the affirmative act of the Agency, or (4) transactions unrelated to those contemplated under this Agreement, the Indenture, any of the NBC Leases, the Declaration, the Lease Option Agreement or any other document referred to or contemplated by any thereof.

(b) The Lessee may at its sole expense contest (with prompt 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 interest of the Agency, the Trustee or the Lessee under this Agreement or against any of the rentals or other amounts payable by the Lessee under this Agreement, (2) neither the Facility nor the Leased Premises nor any part of either thereof or interest therein would be in any danger of being sold, forfeited or lost, (3) no interest of the Agency in any property other than the Facility or the Leased Premises shall be or would become subject to any Lien, and (4) neither the Agency nor the Trustee would be in any danger of any criminal liability for failure to comply therewith. The Agency agrees, at the sole cost and expense of the Lessee, to use its best efforts to cooperate with the Lessee in the discharge, removal or nullifying of any such Lien.

Section 6.7. 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, and that, subject to the terms and provisions of the Indenture and other 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 Facility without molestation or disturbance by or from the Agency or any Person claiming through the Agency, subject only to Permitted Encumbrances.

Section 6.8. 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 PROJECT SITE OR THE FACILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE PROJECT SITE OR THE FACILITY, OR THE SUITABILITY OF THE PROJECT SITE OR THE FACILITY FOR THE PURPOSES OR NEEDS OF THE LESSEE OR THE EXTENT TO WHICH PROCEEDS DERIVED FROM THE SALE OF THE OBLIGATIONS WILL BE SUFFICIENT TO PAY PROJECT COSTS. THE LESSEE ACKNOWLEDGES THAT THE AGENCY IS NOT THE MANUFACTURER OF THE FACILITY EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN. THE LESSEE SHALL ASSERT NO CLAIM AGAINST THE AGENCY ON THE BASIS THAT THE PROJECT SITE OR THE FACILITY ARE NOT SUITABLE OR 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 FACILITY, THE PROJECT SITE, THE CONDOMINIUM OR THE COMMON ELEMENTS OR THE USE OR MAINTENANCE OF ANY THEREOF OR THE FAILURE OF OPERATION OF ANY THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT OF ANY 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 OF ANY THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED.

Section 6.9. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Obligation Fund or the Project Fund upon the expiration or sooner termination of the term of this Agreement as provided in this Agreement, after payment in full of the Obligations (in accordance with Section 10.01 of the Indenture), the fees, charges and expenses of the Trustee, the Obligation 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, shall belong to and be paid to the Lessee by the Trustee as overpayment of rents.

Section 6.10. Certain Special Covenants and Recapture of Agency Benefits. (a) The Lessee covenants and agrees, and

acknowledges that it is of essential importance to the Agency, that the Lessee shall

(i) at all times during the term of this Agreement, operate and utilize the Leased Premises and the Facility as (A) its primary facility in New York, New Jersey and Connecticut for the pre-production, production and post-production of television, radio and other programming, broadcasting, entertainment and informational services and facilities, and (B) one of no more than two principal facilities, and the primary East Coast facility, of the Lessee for executive and administrative offices and at which there shall be maintained executive and administrative personnel substantial in number in relation to the total number of executive and administrative personnel employed by the Lessee in the United States, and

(ii) expend by December 31, 2003 at least \$300,000,000 of the proceeds of the Obligations upon Facility Improvements at, and Facility Equipment in, the Project Site.

(b) In the event that during the period commencing on the date of the execution and delivery of this Agreement through and including December 31, 2003, the Lessee shall fail to observe its covenants contained in Section 6.10(a)(i)(A) or 6.10(a)(i)(B) above, or in the event that the Lessee shall have by December 31, 2003 failed to observe its covenant contained in Section 6.10(a)(ii) above, the Lessee shall immediately deliver written notice of such failure to the Agency, and, upon written demand by the Agency, the Lessee shall pay to the Agency, as a return of public benefits conferred by the Agency, all Benefits (as defined below) received by the Lessee through the date of such payment.

For purposes of this Section 6.10, the term "Benefits" shall mean, collectively,

(y) 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 Leased Premises and the Facility, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under the PILOT Agreement from those payments which the Lessee would have been required to pay as rent with respect to "real estate taxes" (as defined below) during the lease term of this Agreement under the NBC Leases computed with reference to the representation and covenant of the Lessee set forth in Section 1.5(o) hereof, and the creation of the Condominium and the terms of the Tax Agreement; and

(z) all exemptions from New York City commercial rent and occupancy tax and New York State and New York City sales tax.

For purposes of paragraph (y) above, the term "real estate taxes" shall mean those land and building taxes with respect to which the Lessee shall be required to make a payment in lieu thereof under the PILOT Agreement. The provisions of this Section 6.10(b) shall not limit the Agency's rights and remedies under Article VII hereof to terminate this Agreement or exercise other remedies hereunder (other than, except to the extent provided in this Section 6.10(b), any right to seek damages for the breach by the Lessee of its covenants under Section 6.10(a) above).

(c) The Lessee represents and warrants that, to the best of its knowledge, neither it nor any Affiliates controlled by the Lessee have, since July 13, 1985, sold or agreed to sell, and covenants and agrees that during the term of this Agreement neither the Lessee nor any Affiliate controlled by the Lessee shall sell or agree to sell, goods or services, other than food or medical supplies, directly to the South African police, military, prison system or the department of cooperation and development or directly to a corporation owned or controlled by the South African government and established expressly for the purpose of procuring such goods and services for the aforesaid agencies.

(d) The Lessee represents and warrants that, to the best of its knowledge, neither the Lessee nor any Affiliate controlled by the Lessee have, since July 13, 1985, violated, and covenants and agrees that during the term of this Agreement neither the Lessee nor any Affiliate controlled by the Lessee will violate the Export Administration Act of 1979, as amended, or the Arms Export Control Act of 1976, as amended, by unlawfully exporting or reexporting goods to the Republic of South Africa or Namibia.

(e) The Agency acknowledges that in the regular conduct of its business activities, the Lessee may seek to provide news coverage of events occurring within the Republic of South Africa or Namibia, and that such news coverage may require the purchase by the Lessee of equipment within the Republic of South Africa or Namibia. The Agency acknowledges that such purchase for such purpose shall not constitute a default under this Agreement.

Section 6.11. Employment Information, Opportunities and Guidelines. The Lessee agrees that, upon request of the Agency, it shall furnish to the Agency (i) the Lessee's most recently filed "Equal Employment Opportunity, Employer Information Report EEO-1" or other equivalent or successor form as may be required of the Lessee to be filed with appropriate governmental

authorities, and (ii) the number of executive and administrative personnel at each principal facility of the Lessee whether inside or outside of the City.

Section 6.12. Certain Covenants with Respect to the NBC Leases and the Declaration. (a) The Lessee covenants and agrees that

(i) it shall not enter into an amendment, supplement or modification to the Declaration, the Lease Option Agreement, the Purchase Options Agreement or any of the NBC Leases if such amendment, supplement or modification would adversely affect or impair the rights of the Agency under this Agreement, the Overlease Agreement, the PILOT Agreement or the Collateral Assignment of Rents,

(ii) it shall not assign its interests in any of the NBC Leases (except to Affiliates) unless it shall concurrently assign its rights under this Agreement in accordance with Section 9.3 hereof.

At least thirty (30) and not more than sixty (60) days prior to the execution by the Lessee of any material amendment, supplement or modification to the Declaration, the Lease Option Agreement, the Purchase Options Agreement or any of the NBC Leases, or of any assignment under any of the NBC Leases, the Lessee shall furnish to the Agency and the Trustee a copy of such amendment, supplement, modification or assignment in substantially final form; provided, however, the copy of such amendment, supplement, modification or assignment may, if required by reason of an emergency good faith business consideration on the part of the Lessee, be delivered to the Agency and the Trustee not sooner than three (3) Business Days prior to its execution. Promptly upon the execution thereof, the Lessee shall furnish copies of any amendment, supplement or modification to the Declaration, the Lease Option Agreement, the Purchase Options Agreement or any of the NBC Leases, or of any assignment under any of the NBC Leases, certified as true, complete and correct by an Authorized Representative of the Lessee, to each of the Agency and the Trustee.

(b) The Lessee agrees to observe and comply (unless and to the extent waived by Properties) with all of its payments and all of its material obligations, covenants and agreements set forth in the NBC Leases and further agrees to promptly transmit to the Agency and the Trustee copies of any termination or default notice it shall receive from, or deliver to, Properties under any of the NBC Leases.

(c) The Lessee hereby grants to the Agency the non-exclusive right (but not the obligation) to enforce against

Properties, either in the name of the Agency or in the name of the Lessee, the rights of the Agency set forth in the following provisions of the Consolidated NBC Lease (and in any corresponding Articles, Sections or Paragraphs of any other of the NBC Leases): Article Third, Article Fifth, Article Sixth (but only paragraph (e) thereof), Article Thirteenth, Article Twentieth, Article Twenty-Fifth, Article Twenty-Eighth and Article Thirtieth.

Section 6.13. Further Assurances. The Agency (at the sole cost and expense of the Lessee) and the Lessee each hereby agree for the benefit of the other and the Trustee, that each will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments, conveyances, transfers and assurances, at the sole cost and expense of the Lessee, as the Agency or the Lessee reasonably deems necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Agreement and any rights of the Agency, the Lessee or the Trustee hereunder or under the Indenture.

Section 6.14. Current Facility Equipment and Facility Improvement Description. (a) The Agency shall maintain the Facility Equipment Registry and the Facility Improvements Registry. Each such Registry shall be conclusive, as to the property then comprising the Facility Equipment and the Facility Improvements, and binding upon the Agency, the Lessee, the Trustee and all Holders of Obligations. The Facility Equipment Registry and Facility Improvements Registry shall be available for inspection during Agency regular business hours upon reasonable request therefor by the Lessee.

(b) The Lessee further covenants and agrees that no requisition shall be submitted to the Trustee for payment or reimbursement from moneys in the Project Fund for the acquisition or installation of any item of machinery or equipment, or for the making of any Facility Improvement, unless such item of machinery or equipment or other property (x) shall be accurately described with specificity (sufficient to indicate item, serial or other identifying number, cost, date of acquisition or completion, location, function and amount of sales tax exemption made available under the Sales Tax Letter) in the Facility Equipment Registry or the Facility Improvements Registry, as applicable, and the Lessee shall from time to time deliver up-dated information to the Agency in the maintenance of the Facility Equipment Registry and the Facility Improvements Registry in compliance with the foregoing, (y) shall constitute part of the leasehold estate under this Agreement, and (z) shall not constitute part of the leasehold estate under the Overlease Agreement or any of the NBC Leases, provided, however, that any Special Facilities Components shall be subject to the



reversionary interest (including any applicable rights in respect of reintegration and removal) of Properties and its mortgagees under the NBC Leases.

Section 6.15. Recording and Filing. (a) The security interest of the Agency granted to the Trustee in this Agreement and the rentals payable hereunder 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. The Lessee shall file or cause to be filed all necessary continuation statements (and additional financing statements) executed by the Trustee as secured party 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 granted to the Trustee in this Agreement and the rentals payable hereunder; provided, however, that the failure of the Trustee to timely execute any such financing statements or continuation statements shall not constitute a default by the Lessee in the performance of its obligations hereunder.

(b) The Agency shall not, without the prior written consent of the Lessee, record or file this Agreement, the Indenture (including any supplement thereto) or any other document, instrument or agreement or memorandum thereof with respect to the Leased Premises or otherwise in connection with Properties, Associates and/or the Lessee in the office of the Register of the City of New York (or any successor office) other than (i) a memorandum of the Overlease Agreement as referred to in Section 27 thereof, (ii) the Collateral Assignment of Rents and any instruments of confirmation or amendment with respect thereto, and all Uniform Commercial Code financing statements (including continuation and termination statements) with respect to the Collateral Assignment of Rents, and (iii) the deeds from Associates to the Agency with respect to the Existing Leased Space and Additional Lease Space as contemplated in Section 8 of the Overlease Agreement; provided, however, no instrument of amendment with respect to the Collateral Assignment of Rents shall be recorded if such instrument makes reference (directly or indirectly) to any security document affecting all or any portion of Rockefeller Center other than the Collateral Assignment of Rents.

Section 6.16. 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 the name and stead of the Agency, with full power of substitution.

Section 6.17. Confidentiality Agreement of the Agency. The Agency hereby agrees, for the benefit of the Lessee but only to the extent permitted by law, to maintain the confidentiality of its copy of the Project Plans, the Facility Equipment Registry and the Facility Improvements Registry against all requests for disclosure other than requests from State or City governmental agencies or officials. The Lessee hereby acknowledges that its obligations under Section 6.2 hereof shall extend to all claims, demands, expenses and liabilities as shall arise by reason of or relating to the Agency's compliance with its agreements set forth in this Section 6.17. In the event the Agency shall deliver copies of all or any portion of the Project Plans, the Facility Equipment Registry or the Facility Improvements Registry in respect to a State or City governmental request, (i) if such request shall not be in connection with a governmental investigation into the affairs of the Lessee, the Lessee shall promptly deliver written notice of such inquiry to the Lessee, and (ii) the Agency shall cause any such information to be accompanied by a statement to the effect that such information is the subject of a confidentiality agreement between the Agency and the Lessee and should be maintained in a manner consistent with such agreement.

Section 6.18. Obligation of Agency to Deliver Certain Documents. The Agency hereby covenants and agrees for the benefit of the Lessee to deliver those documents required of it under Sections 2.03, 2.06, 7.07 and 7.08 of the Indenture, including, without limitation, the execution and delivery of any Supplemental Indenture to the extent consistent with the requirements of Article XI of the Indenture, in order to satisfy the conditions for the delivery of each Series of Obligations specified therein, and, upon the satisfaction of all such conditions as so specified, to execute such Series of Obligations as provided in Section 2.04 of the Indenture.

Section 6.19. Certain Covenants of the Agency Under the Indenture for the Benefit of the Lessee. The Agency hereby acknowledges and agrees that its covenants and agreements set forth in Sections 7.02, 7.03, 7.04 and 7.06 of the Indenture shall be deemed also made for the benefit of the Lessee.

Section 6.20. Amendments to Overlease Agreement. The Agency shall not enter into any amendment, modification or supplement to the Overlease Agreement without the prior written consent of the Lessee.

Section 6.21. Right of Lessee to Cure Defaults Under the Overlease Agreement. The Agency hereby agrees to accept payment and performance by the Lessee for any obligation owing by Properties to the Agency under the Overlease Agreement.

Section 6.22. Parties to Cooperate. In the event the Lessee shall advise the Agency of a non-material default by the Lessee under this Agreement, or of an inadvertent good faith transmission of inaccurate or incomplete information by the Lessee to the Agency, the Agency covenants and agrees to reasonably cooperate with the Lessee in accepting a cure by the Lessee of such default or of such inaccurate or incomplete information; provided, however, that nothing contained in this Section 6.22 shall be deemed to waive, extend or modify any Event of Default under Section 7.1 hereof, or any rights and remedies of the Agency consequent thereon.

Section 6.23. Notice of Preservation Agreements. Promptly upon receiving a request from Properties that the Agency execute a Preservation Agreement (as defined in and provided for in the Overlease Agreement), the Agency shall deliver written notice of such request to the Lessee.

Section 6.24. Rights of Certain Mortgagees. It is acknowledged by the Agency and the Lessee that each holder of any mortgage affecting the Leased Premises shall (pursuant to Article Fourth of the NBC Leases) have certain rights to and interests in Special Facilities Components, which rights and interests shall be superior to the rights and interests of the Agency in respect of Special Facilities Components under this Agreement. Accordingly, the provisions of this Section 6.24 and each other provision of this Agreement which specifically refers to the rights of mortgagees with respect to Special Facilities Components shall not be amended or released without the prior written consent of each such mortgagee of which the Agency and the Lessee have actual notice.

**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 hereof and the continuation of such default for the applicable grace period, if any, set forth in the Indenture or in the respective Obligations;
- (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 2.1(f), 2.1(g), 4.2, 4.4, 4.5, 6.2, 6.3, 6.10 or 9.3 (except with respect to assignments or transfers of this Agreement) 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 or the Trustee or the Holders of more than twenty-five per centum (25%) in aggregate principal amount of the Obligations Outstanding;
- (c) Failure of the Lessee to observe and perform any covenant, condition or agreement on its part to be performed under Sections 2.3 (with respect to the last paragraph thereof), 6.1, 6.12, or 9.3 (but only with respect to transfers or assignments of this Agreement) hereof;
- (d) Termination, by default or any other reason whatsoever, of the Overlease Agreement or of one or more of the NBC Leases (with the effect that the Lessee shall no longer have a legal right of occupancy of all or substantially all of the Leased Premises);
- (e) Issuance of a final determination by a court having jurisdiction that the deeds delivered to the Agency on the date of the execution and delivery of this Agreement were ineffective to convey to the Agency fee simple title (subject to a reverter) to the Leased Premises;
- (f) If, on or prior to one year after the date of original issuance of the initial Series of Obligations under the Indenture, no Obligations shall be Outstanding under the Indenture or if, after such one year period, less than \$30,000,000 of Obligations shall at any time be Outstanding under the Indenture (except after January 1, 2023 in which event it shall be an Event of Default if less than \$5,000,000 of Obligations shall at any time be Outstanding under the Indenture);

(g) An "Event of Default" under the PILOT Agreement shall occur and be continuing.

(h) The foreclosure or other purported transfer or assignment not permitted under the terms of this Agreement, whether voluntary or involuntary, by the Lessee of its interest under this Agreement without the prior written consent of the Agency or the Trustee.

(i) 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), (c), (d), (e), (f), (g) or (h) above) 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 or the Trustee or the Holders of more than twenty-five per centum (25%) in aggregate principal amount of the Obligations 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;

(j) 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) acquiesce in writing to, any petition filed against itself in an involuntary case under such Bankruptcy Code, (vii) take any action for the purpose of effecting any of the foregoing, or (viii) be adjudicated a bankrupt or insolvent by any court;

(k) 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, or (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 any order for relief against the Lessee shall be entered 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; .

(l) Any representation or warranty made (i) by the Lessee (or any purchaser of a Series of Obligations if an Affiliate of the Lessee) in the application, commitment letter and related materials submitted to the Agency for approval of the Project or its financing, or (ii) by the Lessee herein or in the PILOT Agreement or (iii) in any Letter of Representation delivered to the Agency, the Trustee, the PILOT Depository and the original purchaser(s) of a Series of Obligations, or (iv) 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; or

(m) An "Event of Default" under the Indenture 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 (each of which must be preceded by the giving of written notice to the Lessee that an Event of Default has occurred and is continuing under this Agreement):

(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(j) or (k) 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 Obligations or any other Person being a condition to such acceleration;

(b) The Agency (or the Trustee pursuant to the Indenture) may terminate this Agreement, 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 (except for the Lessee's rights under Section 8.1 hereof) unless prior to such termination all accrued unpaid

rentals (exclusive of any such rentals accrued solely by virtue of the acceleration of the due date of the Obligations as provided in Section 8.01 of the Indenture), shall have been paid and all such defaults shall have been fully cured except in the event that the curing of any such default in the case of the Event of Default specified in Section 7.1(i) hereof takes more than thirty (30) days and the Lessee is proceeding diligently to cure the default. 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;

(c) The Agency (or the Trustee under the Indenture) 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;

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

(e) The Agency, without the consent of the Trustee or any Holder of Obligations, may proceed to enforce the Agency's Reserved Rights by (i) an action for damages, injunction or specific performance (subject, as to any action for injunction or specific performance arising from the circumstances described in Section 3.1 hereof, to the provisions of said Section 3.1), and/or (ii) conveying by bill of sale to the Lessee (the form of which may be provided by the Lessee so long as the Agency shall make no covenants or warranties thereunder nor have any liability by reason of such bill of sale) all of the Agency's right, title and interest in the 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.

Notwithstanding the foregoing, (A) this Agreement shall not be terminated by reason of an Event of Default hereunder prior to thirty (30) days after the Agency or the Trustee shall have delivered written notice to the Lessee of such Event of Default, and (B) prior to the termination of this Agreement and if the Event of Default shall be capable of being remedied by the Lessee

(1) the Lessee may, at any time, pay all accrued unpaid rentals (exclusive of any such rentals accrued solely by virtue of acceleration of the due date of the Obligations as

provided in Section 8.01 of the Indenture), pay such other amounts in default hereunder, render such performance hereunder and otherwise fully cure all other defaults hereunder; and

(2) in such event, this lease shall be fully reinstated, as if it had never been terminated, and the Lessee shall be accordingly restored to the occupancy, use and possession of the Facility, and the Event of Default shall be deemed cured.

To the extent that an Event of Default hereunder would no longer exist if the Agency ceased to own the condominium unit which includes the portion of the Leased Premises to which such Event of Default shall relate, this Agreement shall not be terminated by reason of such Event of Default if the Lessee is otherwise in compliance with the provisions of this Agreement, and the Agency shall cease to have title to such condominium unit within six months after the occurrence of such Event of Default (or such shorter period as is otherwise specified in this Agreement by the expiration of which the Lessee is required under this Agreement to have caused the Agency to no longer own a related condominium unit).

No action taken pursuant to this Section 7.2 (including 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. Remedies Cumulative. Except as specifically set forth in this Agreement, the rights and remedies of the Agency under this Agreement shall be cumulative and shall not exclude any other rights and remedies of the Agency allowed by law with respect to any default under this Agreement. Failure by the Agency 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. Nothing in this Section 7.3 shall be deemed to restrict the right of the Lessee to reinstate this lease as provided in Section 7.2.

Section 7.4. 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 shall operate as a waiver.

Section 7.5. Effect on Discontinuance of Proceedings. In case any proceeding taken by the Agency under this Agreement or by the Trustee under the Indenture 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 Agency or the Trustee, then, and in every such case, the Agency, the Trustee and the Holders of the Obligations shall be restored, respectively, to their former positions and rights hereunder and thereunder, and all rights, remedies, powers and duties of the Agency and the Trustee shall continue as in effect prior to the commencement of such proceedings.

Section 7.6. 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 expenses so incurred.

**ARTICLE VIII**  
**Options**

Section 8.1. Options. (a) Subject to the provisions of Sections 2.3 and 7.1(f) hereof, the Lessee has the option to make advance rental payments for deposit in the Obligation Fund to effect the retirement of the Obligations in whole or the redemption in whole or in part of the Obligations of any Series, all in accordance with the terms of the Indenture and the related Certificate of Determination of the Series of Obligations to be redeemed. The Lessee shall further have the option of causing money and/or Defeasance Securities to be deposited in the Obligation Fund so long as such deposit shall not cause less than \$30,000,000 in aggregate principal amount of Obligations to cease to be Outstanding (as required under Section 2.3 hereof). 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 Series of the Obligations to be redeemed, (iii) the principal amount of Obligations Outstanding of such Series 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 (iv) the date on which such principal amount of Obligations of such Series are to be redeemed. Such date of redemption may be any date during the term of this Agreement and shall be a date sufficient to enable the Trustee to deliver such notice of redemption in the time period required for the respective Series of Obligations being 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 Obligation Fund and available therefor, will be sufficient to pay the Redemption Price of the Obligations of such Series to be redeemed, together with interest to accrue to the date of redemption and all expenses of the Agency, the Trustee and the Paying Agents in connection with such redemption. In the event all Obligations are 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 Obligation 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 all other amounts due and payable under this Agreement or the Indenture.

(b) The Lessee, in exercising its option to redeem all Obligations in whole, shall pay to the Trustee in legal tender, advance rental payments for deposit in the Obligation Fund equal to the sum of the following:

(1) an amount which, when added to the amount on deposit in the Obligation Fund and available therefor, will be sufficient to pay, retire and redeem the Outstanding Obligations 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, the Outstanding Obligations;

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

(3) one dollar.

(c) Upon the payment in full of the principal of and interest on the Outstanding Obligations (whether at maturity or earlier redemption or as provided in the second sentence of Section 8.1(a) hereof), the Lessee shall have the option to purchase the Agency's interest in the 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 the Obligations of the exercise of such option to purchase, which notice shall set forth requested closing date for the purchase of the Agency's interest in the Facility which shall be not later than sixty (60) days after the payment in full of the Obligations, and (2) paying on such closing date a purchase price equal to the sum of one dollar, the unpaid fees and expenses of the Agency, the Trustee, the Obligation Registrar and the Paying Agents and all other amounts due and payable under this Agreement or the Indenture. Upon the written request of the Lessee, the Agency may approve the extension or waiver of any of the time periods set forth in this paragraph.

(d) The Lessee shall not, at any time, assign or transfer its option to purchase the 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; provided, however, the Lessee may, without the prior written consent of the Agency, assign or transfer its option to purchase the Facility (in whole at any time or in part from time to time) to an Affiliate of the Lessee if such Affiliate shall, prior to such assignment or transfer, execute an agreement, in form and substance reasonably acceptable to the Agency, restricting the right of such Affiliate to make any further transfers or assignments of such option so transferred or assigned to the same extent such transfer or assignment is restricted under this Section 8.1(d).

Section 8.2. Conveyance on Exercise of Option to Purchase. Upon the termination of this Agreement, the parties acknowledge and agree that title to the Leased Premises shall revert to Associates without further act or delivery of any instrument whatsoever, and the Agency will deliver or cause to be delivered to the Lessee, at the sole cost and expense of the Lessee, (a) documents (the form of which may be provided by the Lessee so long as the Agency shall make no covenants nor warranties thereunder nor have any liability by reason of such documents) confirming any such reverter and conveying to the Lessee (or to Associates upon written direction of the Lessee as to any portion of the Facility) all of the Agency's right, title and interest in the property of the Facility subject to the following: (1) the nature, quality and extent to which title to said property shall have been vested in and remain in the Agency; (2) any Permitted Encumbrances to which title to said property was subject when conveyed to the Agency; (3) any liens, easements, security interests, claims, charges and encumbrances created at the written request of the Lessee or to the creation or suffering of which the Lessee consented; (4) any liens, security interests, claims, charges and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Agreement; (5) any liens for taxes or assessments not then delinquent; and (6) the rights, if any, of any condemning authority, and (b) documents releasing and conveying to the Lessee all of the Agency's rights and interests in and to any rights of action, or any insurance proceeds or condemnation award, with respect to the Facility. Concurrently with the delivery of such 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 Obligations.

Upon conveyance of the Agency's interest in the 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 Sections 6.2, 6.10, 6.17 and 9.17 shall survive such termination.

Section 8.3. Option to Purchase or Invite Tenders of Obligations. The Lessee shall have the option, at any time during the term of this Agreement, to purchase Obligations for its own account, whether by direct negotiation, through a broker or dealer, or by making a tender offer to the Holders thereof. The Obligations so purchased by the Lessee shall be delivered to the Trustee for cancellation within fifteen (15) days of the date of purchase. 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 Holders of the Obligations if known.

Section 8.4. Termination of Agreement. After full payment of the Obligations or provision for the payment in full thereof having been made in accordance with Section 10.01 of the Indenture, the Lessee may terminate this Agreement by paying the unpaid fees and expenses of the Agency, the Trustee, the Obligation Registrar and the Paying Agents and all other amounts due and payable under this Agreement or the Indenture, 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 6.2, 6.10, 6.17 and 9.17.

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 Obligations, and the Indenture and the Obligations shall not be modified, altered or amended in any manner 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 2.1(d), 2.1(f), 2.1(g), 2.3 (except to the extent and for the period excused by reason of clauses (1) or (2) of Section 2.1(g)(iii)(C) hereof), 3.1 (the third and fourth sentences thereof), 4.4, 4.5, 6.1, 6.2, 6.3, 6.10, 6.11, 6.12, 6.14, 6.17 or 9.3 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. (a) Except as provided below, the Lessee may not at any time sublease the Leased Premises or the Facility, without the prior written consent of the Agency. The Lessee may sublease part (but not all or substantially all) of the Leased Premises or of the Facility only to (i) Affiliates of the Lessee or of a Lessee Enterprise (including, without limitation, joint venture entities in which the Lessee owns an interest), (ii) any party operating a television or radio station that is owned in whole or in part by the Lessee, General Electric Company (for so long as the Lessee shall be an Affiliate of General Electric Company) or any Affiliate of the Lessee (or of General Electric Company for so long as the Lessee shall be an Affiliate of General Electric Company), (iii) parties having a contractual relationship with the Lessee for the provision to the Lessee or the purchase from the Lessee of production or other services or goods to be used in connection with the pre-production, production and post-production of television, radio and other programming, broadcasting and other entertainment and informational services and facilities and related operations and executive and administrative offices, and (iv) parties other than parties described in clauses (i), (ii) and (iii) above provided such space described in this clause (iv) (together with any other space then leased by the Lessee pursuant to this clause (iv)) does not exceed 2% of the total square footage of the Leased Premises (as constituted on the date any such sublease is delivered); and provided further that (x) each sublease shall contain a provision waiving any rights the sublessee may otherwise have to contest the assessed real estate tax value applicable to its demised premises, (y) any sublease under clause (iv) above shall only be to tenants or for uses eligible under the Act and shall not have a term (including any extension or renewal) in excess of five (5) years, and (z) the Agency shall be given prior written notice of each sublease.

(b) Except as provided in Sections 6.1 or 9.3(a) above, the Lessee may not at any time assign or transfer this Agreement, or sublet the whole or any part of the Facility or the Leased Premises without the prior written consent of the Agency (which consent shall not be unreasonably withheld); 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 Facility or of the Leased Premises shall have executed and delivered to the Agency and the Trustee an instrument, in form suitable for recording, in and by which the assignee or transferee 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, shall be jointly and severally liable with the Lessee for the performance thereof,

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 cause 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, to cease to be legal, valid and binding on the Lessee, (4) any assignee, transferee or sublessee shall utilize the Facility and the Leased Premises as a qualified "project" within the meaning of the Act and for the general purposes specified in the recitals to this Agreement, (5) such assignment, transfer or sublease shall not violate any provision of this Agreement, the Overlease Agreement, any of the NBC Leases, the Agency Assignment Agreement, the Prior Liens, the Indenture or any other Security Document, (6) such assignment, transfer or sublease shall in no way diminish or impair the Lessee's obligation to carry the insurance required under Section 4.5 of this Agreement and the Lessee shall furnish written evidence satisfactory to the Agency that such insurance coverage shall in no manner be limited by reason of such assignment, transfer or sublease, and (7) each such assignment, transfer or sublease contains such other provisions as the Agency may reasonably require with respect to assuring the Agency, (A) if the assignment, transfer or sublease is to an Affiliate of the Lessee, the intended use of the Facility and the Leased Premises by, and creditworthiness of, the assignee, transferee or sublessee, and that the relationship between the Holders of the Obligations and such assignee, transferee or sublessee is of an arm's-length character equivalent to third-party indebtedness, or (B) if the assignment, transfer or sublease is not to an Affiliate of the Lessee, the intended use of the Facility and the Leased Premises by, and the identity, creditworthiness, character and reputation of, the assignee, transferee or sublessee and its constituent principals. 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 ten (10) days prior to the date of execution thereof.

Any consent by the Agency 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 consent to any other or subsequent assignment, transfer or sublease, or as modifying or limiting the rights of the Agency under the foregoing covenant by the Lessee.

If the Facility or the Leased Premises or any part of either 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. [Reserved]

Section 9.5. Benefit of, Enforcement and Binding Effect of this Agreement. The Agency and the Lessee agree that this Agreement is executed in part to induce the purchase by others of the Obligations and for the further securing of the Obligations, 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 Agency, the Lessee, the Trustee and the Holders from time to time of the Obligations (and may be enforced as provided in Article VIII of the Indenture on behalf of the Holders of the Obligations by the Trustee) and for no other Person whatsoever, except as specifically otherwise provided in this Agreement with respect to (i) Properties and Associates as provided in Section 6.2(j) hereof but as to no other provision of this Agreement, and (ii) those mortgagees referred to in Section 6.24 hereof and as provided in such Section but as to no other provision of this Agreement.

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 and the Agency 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 10038 with a copy to the Executive Director of the Agency at the same address, if to the Lessee, to the President, National Broadcasting Company, Inc., 30 Rockefeller Plaza, New York, New York 10112, with a copy to the General Counsel, Law Department, at the same address, and if to the Trustee, to The Bank of New York, Corporate Trust Department, 21 West Street, New York, New York 10286. 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 two (2) days after 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, between the Agency and the Lessee relating to the Facility and the Leased Premises with respect to the subject matter hereof, other than the PILOT Agreement.

Section 9.9. Severability. If any clause, provision or section of this Agreement 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 Leased Premises and the Facility. The Lessee will permit the Trustee and the Agency, or their duly authorized agents, at all reasonable times and upon reasonable prior written notice to enter upon the Leased Premises and to examine and inspect the Leased Premises and the Facility and exercise their respective rights hereunder, under the Collateral Assignment of Rents and under the Indenture with respect to the Facility and the Leased Premises, without, in the absence of the occurrence and continuance of an Event of Default, causing undue interference to the Lessee's operations at the Leased Premises.

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 be binding upon the Agency and 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 Obligations, 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 Project Fund or the Obligation 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. Neither the Agency nor any of its 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; Depreciation; Other Tax Benefits. It is the intention of the parties hereto that any investment tax credit or comparable credit which may ever be available with respect to the Project, all depreciation deductions, and any other federal, state, local or other income or franchise tax benefits accruing to the person treated as the owner of the Facility shall accrue to the benefit of the Lessee, provided, however, the Agency makes no warranties to the Lessee with respect thereto. The Lessee shall, and, unless advice of its counsel is to the contrary, the Agency shall, make any election and take any other action in accordance with any federal, state, or local or other tax law or applicable regulations as may be necessary to entitle the Lessee to such benefits.

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, the Leased Premises or the 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 shall survive the termination or expiration of this Agreement.

Section 9.18. Non-Discrimination. (a) The Lessee represents, warrants and covenants that it is and throughout the term of this Agreement shall be, its intention to comply with all federal, state and local laws relating to non-discrimination, and not to 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 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, to the extent required by law, 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 such information as the Agency shall reasonably require, and will cooperate with the Agency, for the purposes of ascertaining compliance by the Lessee with this Section.

Section 9.19. No Recourse under This Agreement or on Obligations. (a) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency, and not of any member, director, officer, employee or agent of the Agency in his individual capacity, and no recourse shall be had for the payment of the principal of, Sinking Fund Installments for, redemption premium, if any, or interest on the Obligations or for any claim based thereon or hereunder against any member, director, officer, employee or agent of the Agency or any natural person executing the Obligations.

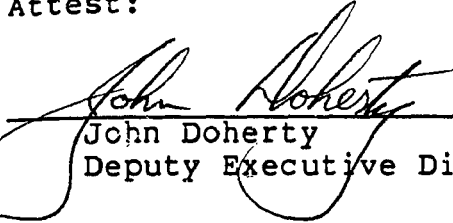
(b) All covenants, stipulations, promises, agreements and obligations of the Lessee contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lessee, and not of any director, officer, employee or agent of the Lessee in his individual capacity, and no recourse shall be had for the payment of the principal of, Sinking Fund Installments for, redemption premium, if any, or interest on the Obligations or for any claim based thereon or hereunder against any director, officer, employee or agent of the Lessee.

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 December 20, 1988.


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 Deputy Executive Director and the Lessee has caused its corporate name to be subscribed hereto by an 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:

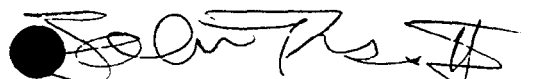
  
John Doherty  
Deputy Executive Director

NEW YORK CITY  
INDUSTRIAL DEVELOPMENT AGENCY

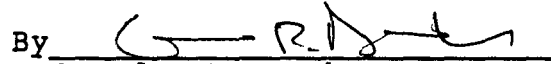
By   
~~Sally Hernandez-Pinero,~~  
Chairperson  
David Lowenfeld  
Executive Director

(SEAL)

Attest:

  
John T. Rose,  
Assistant Secretary

NATIONAL BROADCASTING COMPANY, INC.  
as lessee

By   
Corydon B. Dunham,  
Executive Vice President  
and General Counsel

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

On the 19<sup>th</sup> day of December, in the year one thousand nine hundred and eighty-eight, before me personally came David Lowenfeld, to me known, who being by me duly sworn, did depose and say that he resides at 68-64 Yellowstone Boulevard, Forest Hills, New York; that he is the 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.

*Maureen P. Murphy*  
 Notary Public

MAUREEN P. MURPHY  
 Notary Public, State of New York  
 No. 24-4798844  
 Qualified in Kings County  
 Commission Expires March 30, 1989

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

On the 19<sup>th</sup> day of December, in the year one thousand nine hundred and eighty-eight, before me personally came Corydon B. Dunham,, to me known, who being by me duly sworn, did depose and say that he resides at 270 Marks Road, Riverside, Connecticut; that he is the Executive Vice President and General Counsel of National Broadcasting Company, Inc., the Lessee described in and which executed the above instrument; that he knows the seal of said Lessee; 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 Lessee; and that he signed his name thereto by like authority.

*Elizabeth M. Buckley*  
 \_\_\_\_\_  
 Notary Public

ELIZABETH M. BUCKLEY  
 NOTARY PUBLIC, State of New York  
 No. 31-4919388  
 Qualified in New York County  
 Commission Expires Jan. 19, 1990