

“Proprietary Leases”) and the sublease between Claude Simon and Veratex Incorporated (“Veratex”), dated June 1, 2007 (the “Veratex Lease”) and (y) the occupancy of the Premises by Seller, Claude Simon and Veratex, in each case, subject in all respects to Section 5(d) below) (the satisfaction of clauses (i)-(iii), subject to the foregoing exception, “Vacant Possession”), then Seller may give notice at any time prior to the Scheduled Closing Date of an earlier Scheduled Closing Date upon no less than thirty (30) days written notice to Purchaser. In the event that Seller delivers such notice of an earlier Scheduled Closing Date (“Earlier Closing Date”), Purchaser will have the right to one adjournment of up to fifteen (15) days following the Earlier Closing Date (“Purchaser Earlier Adjourned Closing Date”), time being of the essence for such Purchaser Earlier Adjourned Closing Date.

(c) If Vacant Possession (except as set forth in Section 5(d) below) has not occurred by the Scheduled Closing Date, then Seller may adjourn the Closing upon written notice to Purchaser for up to an additional six (6) months (“Six Month Adjournment Period”), provided Seller is complying with its requirements under this Agreement to obtain Vacant Possession. If Seller obtains Vacant Possession during the Six Month Adjournment Period, Seller may reschedule the Closing Date upon thirty (30) days notice to Purchaser. If after the expiration of the Six Month Adjournment Period, Vacant Possession (except as set forth in Section 5(d) below) has not been achieved, then the Closing shall occur upon thirty days notice by either party (a “Non-Vacant Closing”), and Purchaser will receive a credit to the Purchase Price of \$200,000.00 for each tenant (other than Seller, Claude Simon or Veratex) that remains in the Premises or is otherwise contesting the termination and surrender of possession of its Lease or occupancy, such credit, in all events, not to be less than a minimum of \$500,000.00.

(d) Anything in this Agreement to the contrary notwithstanding, Seller agrees that at least fifteen (15) days prior to the Scheduled Closing Date (as may be adjusted in accordance with this Section 5), Seller shall (i) terminate and cause Claude Simon to terminate and surrender possession under all Proprietary Leases, (ii) cause Claude Simon to terminate and Veratex to terminate and surrender possession under the Veratex Lease, (iii) cause Seller, Claude Simon and Veratex to otherwise vacate the Premises and (iv) deliver reasonably satisfactory evidence of the same to Purchaser. If Seller defaults in this obligation, then Purchaser shall have its rights under Section 15(b) hereof, provided that if Purchaser seeks specific performance, in addition to any other rights of Purchaser hereunder, ~~(x) Seller shall assign all of its right, title and interest to the Proprietary Leases and shall cause Claude Simon to assign all of its right, title and interest in any shares of the Seller to Purchaser, (y) Seller shall be obligated to pay all of the costs and expenses (including reasonable attorneys fees) that are incurred by Purchaser in enforcing its rights hereunder and (z) Purchaser shall receive a credit (in addition to the credit described in Section 5(c)) to the Purchase Price of \$200,000 for each tenant, including Seller, Claude Simon and Veratex, that has not complied with this Section 5(d).~~

prior to the then-scheduled Closing Date, Seller shall notify Purchaser of any Contracts and Purchaser may elect to receive an assignment of the same.

(v) To Seller's knowledge, there are no actions, suits or proceedings (including landlord/tenant proceedings) pending or threatened in writing against Seller or the Property, at law or in equity, before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality with respect to the Premises.

(vi) Seller is not party as debtor to any insolvency or bankruptcy proceeding or assignment for the benefit of creditors under the Bankruptcy Code or any law of the State of New York.

(vii) There are no union, collective bargaining or similar agreements affecting the Seller or the Premises.

(viii) There are no leases, licenses or other occupancy agreements that affect all or any portion of the Property (collectively, "Leases") (except as set forth in Schedule B annexed hereto) by which Seller (or any affiliate of Seller) is bound which affect all or any portion of the Property. Schedule B is a true, correct and complete list of all Leases.⁺ True, correct and complete copies of all Leases set forth in Schedule B annexed hereto, have been delivered to Purchaser and the same have not been and will not be modified or amended prior to the Closing Date. All decorating, alterations and other work required to be performed by the landlord pursuant to each Lease prior to the Closing Date or any cost thereof to be reimbursed to any tenant under such Lease, has been performed or reimbursed, or will be performed or reimbursed, prior to the Closing Date. Neither Seller nor Claude Simon (in each of their capacity as landlord) have received any written notice of default with respect to any Leases, and to the best of Seller's knowledge, neither Seller nor Claude Simon are in default under any Leases.

(ix) Seller has not entered into any Contracts relating to the Property that will be in force and effect after the Closing.

(x) Seller has not previously sold, conveyed, transferred, leased, assigned, encumbered or otherwise alienated all or any portion of the development rights appurtenant to the Premises (or contracted or agreed to do any of the foregoing), and, without limiting the generality of the foregoing, has not merged the tax lot comprising the Premises with any other tax lots.

(xi) No offering plan has been presented to the tenants of the Property or to the Attorney General of the State of New York within the past twenty-four (24) months, and no such offering plan will be so presented by Seller prior to Closing.

⁺Please schedule all Proprietary Leases and send Purchaser a copy.

designated or register the Property with any governmental authority as a historic or landmark building or any other similar designation or registration.

(xvi) [There are no residential tenants or occupants in the Premises.](#)

(xvii) ~~(xvi)~~ Seller is not now nor shall it be at any time prior to or at the Closing an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity (collectively, a “Person”) with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a “U.S. Person”), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC “Specially Designated Nationals and Blocked Persons”) or otherwise. Neither Seller, nor any Person who owns an interest in Seller (other than the owner of publicly traded shares) (collectively, a “Seller Party”) is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a United States Financial Institution as defined in 31 U.S.C. 5312, as periodically amended (“Financial Institution”), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(xviii) ~~(xvii)~~ Neither Seller nor any Seller Party: (a) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws (as hereinafter defined); (b) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (c) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. For purposes of this Agreement, the term “Anti-Money Laundering Laws” shall mean laws, regulations and sanctions, state and federal, criminal and civil, that: (w) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (x) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (y) require identification and documentation of the parties with whom a Financial Institution conducts business; or (z) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA

contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent's duties as real estate reporting person. The provisions of this Paragraph 48 shall survive the Closing.

48. Right of Access. Purchaser and Purchaser's representatives and Purchaser's lenders and investors and their respective representatives shall have the right from time to time to access the Property for inspection. Purchaser understands and agrees that any access to the Property shall occur during normal business hours after reasonable prior notice to Seller for a reasonable number of inspections and shall be conducted so as not to interfere unreasonably with the use of the Property by Seller or any tenants under the Leases. Purchaser acknowledges that Purchaser's right of access is provided only as an accommodation and does not provide a basis for any right to terminate this Agreement or to extend the Closing. Purchaser and Purchaser's representatives shall not be permitted to take soil or ground water samples or to conduct borings of the Property or drilling in or on the Property, or any other invasive testing, in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed (and, if such reasonable consent is given, Purchaser shall be obligated to pay to Seller promptly upon written demand the cost of repairing and restoring any borings or holes created or any other damage as aforesaid). Seller reserves the right to have a representative present during any such access. Purchaser agrees to indemnify, defend and hold harmless Seller, its shareholders, directors, officers, employees and agents from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries arising out of or resulting from any damage to the Property or any personal injury resulting from the entry upon the Property by Purchaser or its representatives (except for any claim resulting from (i) Seller's gross negligence or willful misconduct and (ii) any existing conditions on the Property). Such obligation to indemnify and hold harmless Seller and said persons shall survive Closing or earlier termination of this Agreement. Prior to entering the Property for purposes of inspection, Purchaser shall provide to Seller proof of valid commercial general liability insurance, including contractual liability covering the indemnities specified herein, with a combined single limit of not less than Three Million and No/100 Dollars (\$3,000,000.00). The policy shall be endorsed to name Seller and its designees as "additional insureds".

49. If requested by Purchaser, Seller shall use commercially reasonably efforts to cause its existing mortgagee or its successor mortgagee, to assign to Purchaser's mortgage lender, at Closing, any mortgage loan which is secured by Seller's interest in the Property which remains outstanding as of the Closing Date. Seller shall not be obligated to pay any fee or cost to the mortgagee, incur any expense in respect of such assignment or the recording thereof or incur any liability in connection with such assignment. Notwithstanding the foregoing, Seller's inability to obtain such assignment shall not in any way affect, and is not a condition to, Purchaser's obligations under this Agreement.