

40 WALL STREET LLC  
 FIVE YEAR BUDGET PROJECTION  
 EXPENSES ASSUME 3% INCREASE  
 (EXCLUDES AUDIT/GROUND RENT/RENT EXPENSE/ELECTRIC)  
 VACANCY / PENDING LEASE ASSUMPTION AS PER ATTACHED

	TOTAL	2013 PROJECTED BUDGET	2014 ACTUAL BUDGET	2015 PROJECTED BUDGET	2016 PROJECTED BUDGET	2017 PROJECTED BUDGET	
<b>Receipts</b>							
VACANCY ASSUMPTION	45,049,949	9,009,990	9,009,990	9,009,990	9,009,990	9,009,990	assumed full lease up 1/2013
PENDING LEASE ASSUMPTION	19,704,396	3,831,162	3,966,243	3,966,243	3,970,374	3,970,374	
STORAGE ROOM INCOME	0	0	0	0	0	0	included in vacancy assumption calc
RETAIL INCOME	11,172,080	2,175,255	2,175,255	2,175,255	2,206,505	2,439,810	
OFFICE RENT INCOME FIXED		23,356,608	24,982,548	25,219,884	25,619,909	26,037,019	
	125,215,968						*2012-2017 PROJECTED RENT ASSUMES EXPIRING LEASES RENEW
OPER EXP ESCALATION INCOME		2,008,747	2,300,000	2,400,000	2,500,000	2,500,000	
	11,708,747						*ESTIMATE / 2012-2017 NEW TENANTS ESTABLISHING BASE / INCREASES ESTIMATED
MANAGEMENT FEE INCOME		350,000	375,000	400,000	450,000	450,000	*ESTIMATE / 2012-2017 NEW TENANTS ESTABLISHING BASE / INCREASES ESTIMATED
	2,025,000						
BRONZE INCOME	10,900	2,160	2,160	2,160	2,160	2,160	
REAL ESTATE TAX INCOME		1,750,485	2,500,000	3,000,000	3,500,000	3,500,000	*ESTIMATE / 2012-2017 NEW TENANTS ESTABLISHING BASE / INCREASES ESTIMATED
	14,250,485						
ELECTRIC INCOME	7,250,000	1,350,000	1,350,000	1,450,000	1,500,000	1,600,000	
TELECOMMUNICATIONS SVC INCOME	1,009,920	201,984	201,984	201,984	201,984	201,984	
BUILDING SERVICES INCOME	1,700,000	250,000	300,000	350,000	400,000	400,000	
<b>Total Receipts</b>	<b>239,097,345</b>	<b>44,286,391</b>	<b>47,163,180</b>	<b>48,175,516</b>	<b>49,360,922</b>	<b>50,111,337</b>	
<b>General Expenses</b>							
PAYROLL	613,938	115,638	119,107	122,680	126,361	130,152	
INSURANCE CLAIMS	0	0	0	0	0	0	
INSURANCE	6,702,630	1,262,471	1,300,345	1,339,355	1,379,536	1,420,922	
REAL ESTATE TAX EXPENSE	38,825,710	7,313,000	7,532,390	7,758,362	7,991,113	8,230,846	
	46,142,279	8,691,109	8,951,842	9,220,398	9,497,010	9,781,920	
<b>Administrative Expenses</b>							
ADVERTISING & PROMOTION	112,649	21,218	21,855	22,510	23,185	23,881	
COMPUTER PAYROLL EXPENSE	0	0	0	0	0	0	
EMPLOYEE EXPENSES	32,105	6,047	6,229	6,415	6,608	6,806	
LEGAL EXPENSE	422,435	79,568	81,955	84,413	86,946	89,554	
AUDITING	200,000	40,000	40,000	40,000	40,000	40,000	
DUES & SUBSCRIPTIONS	19,150	3,607	3,715	3,827	3,942	4,060	
OFFICE EXPENSE & SUPPLIES	56,325	10,609	10,927	11,255	11,593	11,941	
STATIONERY/PRINTING/POSTAGE	26,473	4,986	5,136	5,290	5,449	5,612	
TELEPHONE & TELEX	196,010	36,919	38,027	39,168	40,343	41,553	
MANAGEMENT FEES AND EXPENSES	563,246	106,090	109,273	112,551	115,927	119,405	
32BJ TRAINING BENEFIT	35,485	6,684	6,884	7,091	7,303	7,523	
32 BJ ANNUITY BENEFIT	140,812	26,523	27,318	28,138	28,982	29,851	
32 BJ PENSION BENEFIT	896,688	168,895	173,962	179,181	184,556	190,093	
32BJ WELFARE BENEFIT	2,682,178	505,201	520,357	535,967	552,046	568,608	
ELECTRIC SUB-METERING EXPENSES	80,544	15,171	15,626	16,095	16,578	17,075	
EMPLOYEE BENEFITS	0	0	0	0	0	0	
32BJ LEGAL FUND	41,680	7,851	8,086	8,329	8,579	8,836	
LOCAL 94/LOCAL 6 TRAINING BENE	26,473	4,986	5,136	5,290	5,449	5,612	
LOCAL 94/LOCAL 6 ANNUITY BEN	318,797	60,047	61,848	63,704	65,615	67,583	
LOCAL 94/LOCAL 6 PENSION BENE	294,578	55,485	57,150	58,864	60,630	62,449	
LOCAL 94/LOCAL 6 SICKNESS BENE	118,282	22,279	22,947	23,636	24,345	25,075	
LOCAL 94/LOCAL 6 WELFARE BENE	637,595	120,094	123,697	127,408	131,230	135,167	
GROUND RENT EXPENSE	8,250,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	
RENT EXPENSE - CONTINENTAL CASUALTY EXP 3/31/14	890,359	712,287	178,072	0	0	0	
PROFESSIONAL FEES	281,623	53,045	54,636	56,275	57,964	59,703	
	16,323,485	3,717,591	3,222,835	3,085,406	3,127,268	3,170,386	
<b>Operating Expenses</b>							
SECURITY GUARDS	3,908,366	736,159	758,243	780,991	804,420	828,553	
FUEL STEAM/GAS	4,596,089	865,694	891,665	918,415	945,968	974,347	
WATER AND SEWER CHARGES	788,545	148,526	152,982	157,571	162,298	167,167	
WALKIE TALKIES	102,511	19,308	19,898	20,484	21,099	21,732	
ELECTRICITY USAGE EXPENSE	8,413,807	1,163,807	1,500,000	1,800,000	1,950,000	2,000,000	
UNIFORM EXPENSE	104,201	19,627	20,215	20,822	21,447	22,090	
CHRISTMAS EXPENSE	56,325	10,609	10,927	11,255	11,593	11,941	
ENTERTAINMENT	0	0	0	0	0	0	
MESSENGER & DELIVERY	7,322	1,379	1,421	1,463	1,507	1,552	
TRAVEL	0	0	0	0	0	0	
FLOWERS	95,752	18,035	18,576	19,134	19,708	20,299	
CLEANING	264,726	49,862	51,358	52,899	54,486	56,120	
COMPUTER SERVICES	225,298	42,436	43,709	45,020	46,371	47,762	
INVESTIGATION FEE EXPENSE	4,506	849	874	900	927	955	
	18,567,447	3,076,292	3,469,859	3,828,955	4,039,823	4,152,518	
<b>Repairs and Maintenance</b>							
PAINTING SUPPLIES	168,974	31,827	32,782	33,765	34,778	35,822	
HARDWARE SUPPLIES	112,649	21,218	21,855	22,510	23,185	23,881	
REPAIRS MATERIALS & SUPPLIES	140,812	26,523	27,318	28,138	28,982	29,851	
PLUMBING REPAIRS MATL & SUP	760,382	143,222	147,518	151,944	156,502	161,197	
ELECTRIC REPAIRS & SUPPLIES	704,058	132,613	136,591	140,689	144,909	149,257	
RUBBISH REMOVAL	337,948	63,654	65,564	67,531	69,556	71,643	
ROOF REPAIRS	394,272	74,263	76,491	78,786	81,149	83,584	
WINDOW WASHING	84,487	15,914	16,391	16,883	17,389	17,911	
MARBLE MAINTENANCE:CONTRACT	368,926	69,489	71,574	73,721	75,932	78,210	
IN/OUT METAL MAINT: CONTRACT	292,888	55,167	56,822	58,526	60,282	62,091	
HVAC MAINTENANCE	1,464,440	275,834	284,109	292,632	301,411	310,454	
LOCKS & DOORS REPAIR	202,769	38,192	39,338	40,518	41,734	42,986	
FIRE & SECURITY SYSTEM	394,272	74,263	76,491	78,786	81,149	83,584	
MARBLE MAINT/PAVER REPAIRS	112,649	21,218	21,855	22,510	23,185	23,881	
METAL MAINTENANCE: REPAIRS	112,649	21,218	21,855	22,510	23,185	23,881	
TIME RECORDER	10,702	2,016	2,076	2,138	2,203	2,269	
ELEVATOR CONTRACT	2,957,043	556,973	573,682	590,892	608,619	626,877	
EXTERMINATING	0	0	0	0	0	0	
SIGNS	67,590	12,731	13,113	13,506	13,911	14,329	
MISCELLANEOUS REP. & MAINT.	140,812	26,523	27,318	28,138	28,982	29,851	
LOCAL LAW 10/11	168,974	31,827	32,782	33,765	34,778	35,822	
ESCALATOR R&M	180,239	33,949	34,967	36,016	37,097	38,210	
ELEVATOR REPAIRS	321,050	60,471	62,285	64,154	66,079	68,061	
WINDOW REPAIRS	39,427	7,426	7,649	7,879	8,115	8,358	
HVAC P/R, P/R TAXES & BENEFITS	4,928,404	928,288	956,136	984,820	1,014,365	1,044,796	
BUILDING CLEANING P/R	9,575,186	1,803,530	1,857,636	1,913,365	1,970,766	2,029,889	
EQUIPMENT RENTAL & EXPENSES	49,002	9,230	9,507	9,792	10,086	10,388	
PAINTING AND DECORATING	450,597	84,872	87,418	90,041	92,742	95,524	
SECURITY EQUIPMENT	422,435	79,568	81,955	84,413	86,946	89,554	
	24,963,636	4,702,015	4,843,075	4,988,368	5,138,019	5,292,159	
<b>Other Taxes</b>							
STATE FRANCHISE TAX	0	0	0	0	0	0	
FICA EXPENSE	1,378,827	259,708	267,500	275,525	283,790	292,304	
PAYROLL TAX EXPENSE-SUI	74,812	14,110	14,533	14,969	15,418	15,881	
LICENSES AND PERMITS	118,282	22,279	22,947	23,636	24,345	25,075	
PAYROLL TAX EXPENSE-FUI	4,844	912	940	968	997	1,027	
DISABILITY INSURANCE	41,117	7,745	7,977	8,216	8,463	8,717	
WORKERS COMP INSURANCE-EXPENSE	310,608	58,504	60,260	62,067	63,929	65,847	
	1,928,589	363,259	374,158	385,381	396,942	408,851	
<b>Total Expenses and Disbursements</b>	<b>107,925,435</b>	<b>20,550,265</b>	<b>20,861,156</b>	<b>21,508,507</b>	<b>22,199,062</b>	<b>22,805,834</b>	
<b>Operating Cash Flow(BEFORE DEBT SERVICE)</b>	<b>131,171,910</b>	<b>23,736,126</b>	<b>26,301,412</b>	<b>26,667,009</b>	<b>27,161,860</b>	<b>27,305,503</b>	

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Index No. 452564/2022 (AFE)

SCHEDULE A

RENTALS

<u>Period</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
1/1/2008 – 12/31/2012	\$1,500,000.00	\$125,000.00
1/1/2013 – 12/31/2017	\$1,650,000.00	\$137,500.00
1/1/2018 – 12/31/2019	\$1,815,000.00	\$151,250.00
1/1/2020 – 12/31/2022	\$2,315,000.00	\$192,916.67
1/1/2023 – 12/31/2027	\$2,546,500.00	\$212,208.33
1/1/2028 – 12/31/2032	\$2,801,150.00	\$233,429.16
From and after 1/1/2033	As determined in accordance with Section 2.05.	

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40 WALL STREET LLC  
6 YEAR BUDGET PROJECTION  
EXPENSES ASSUME 3% INCREASE  
(EXCLUDES AUDIT/GROUND RENT/RENT EXPENSE/ELECTRIC)

VACANCY / PENDING LEASE ASSUMPTION AS PER ATTACHED

	2012 PROJECTED BUDGET	2013 PROJECTED BUDGET	2014 ACTUAL BUDGET	2015 PROJECTED BUDGET	2016 PROJECTED BUDGET	2017 PROJECTED BUDGET	
<b>Receipts</b>							
VACANCY ASSUMPTION	235,989	3,009,990	3,009,990	3,009,990	3,009,990	3,009,990	assumed full lease up 1/2013
PENDING LEASE ASSUMPTION	566,911	3,831,162	3,966,243	3,966,243	3,970,374	3,970,374	included in vacancy assumption calc
STORAGE ROOM INCOME	0	0	0	0	0	0	
RETAIL INCOME	2,005,815	2,175,285	2,175,285	2,175,255	2,208,505	2,439,810	
OFFICE RENT INCOME FIXED	21,303,526	23,596,608	24,982,548	25,219,884	25,619,909	26,037,019	
							*2012-2017 PROJECTED RENT ASSUMES EXPIRING LEASES RENEW
OPER EXP ESCALATION INCOME	1,950,245	2,508,747	2,300,000	2,400,000	2,500,000	2,500,000	
							*ESTIMATE / 2012-2017 NEW TENANTS ESTABLISHING BASE / INCREASES ESTIMATED
MANAGEMENT FEE INCOME	300,000	350,000	375,000	400,000	450,000	450,000	*ESTIMATE / 2012-2017 NEW TENANTS ESTABLISHING BASE / INCREASES ESTIMATED
BRONZE INCOME	2,160	2,160	2,160	2,160	2,160	2,160	
REAL ESTATE TAX INCOME	1,693,509	1,750,495	2,500,000	3,000,000	3,500,000	3,500,000	*ESTIMATE / 2012-2017 NEW TENANTS ESTABLISHING BASE / INCREASES ESTIMATED
ELECTRIC INCOME	1,200,000	1,350,000	1,350,000	1,450,000	1,500,000	1,600,000	
TELECOMMUNICATIONS SVC INCOME	201,984	201,984	201,984	201,984	201,984	201,984	
BUILDING SERVICES INCOME	250,000	250,000	300,000	350,000	400,000	400,000	
	29,740,120	44,286,391	47,163,180	48,175,515	49,360,922	50,111,337	
<b>Total Receipts</b>	29,740,120	44,286,391	47,163,180	48,175,515	49,360,922	50,111,337	
<b>General Expenses</b>							
PAYROLL	112,270	115,638	119,107	122,880	126,351	130,152	
INSURANCE CLAIMS	0	0	0	0	0	0	
INSURANCE	1,226,700	1,262,471	1,300,345	1,339,355	1,379,596	1,420,922	
REAL ESTATE TAX EXPENSE	7,100,000	7,313,000	7,532,390	7,758,362	7,991,113	8,236,845	
	8,437,970	8,691,109	8,951,842	9,220,398	9,497,010	9,781,920	
<b>Administrative Expenses</b>							
ADVERTISING & PROMOTION	20,800	21,218	21,855	22,510	23,185	23,891	
COMPUTER PAYROLL EXPENSE	0	0	0	0	0	0	
EMPLOYEE EXPENSES	5,871	5,047	6,229	6,415	6,808	6,808	
LEGAL EXPENSE	77,250	79,568	81,855	84,133	86,546	89,554	
AUDITING	40,000	40,000	40,000	40,000	40,000	40,000	
DUES & SUBSCRIPTIONS	3,502	3,607	3,715	3,827	3,942	4,060	
OFFICE EXPENSE & SUPPLIES	10,300	10,800	10,827	11,255	11,593	11,941	
STATIONERY/PRINTING/POSTAGE	4,841	4,895	5,136	5,230	5,449	5,612	
TELEPHONE & TELEX	35,944	36,919	38,027	39,168	40,343	41,553	
MANAGEMENT FEES AND EXPENSES	103,000	106,090	108,273	112,651	116,827	119,405	
32BJ TRAINING BENEFIT	6,488	6,684	6,884	7,091	7,303	7,523	
32 BJ ANNUITY BENEFIT	25,750	26,523	27,318	28,139	28,982	29,851	
32 BJ PENSION BENEFIT	183,978	188,895	193,862	198,881	203,952	209,083	
32BJ WELFARE BENEFIT	490,486	505,201	520,357	535,967	552,048	568,608	
ELECTRIC SUB-MET/RENT EXPENSES	14,729	15,171	15,625	16,095	16,578	17,075	
EMPLOYEE BENEFITS	0	0	0	0	0	0	
32BJ LEGAL FUND	7,622	7,891	8,086	8,299	8,529	8,768	
LOCAL 94/LOCAL 6 TRAINING BENE	4,841	4,886	5,136	5,290	5,445	5,612	
LOCAL 94/LOCAL 6 ANNUITY BENEFIT	58,298	60,047	61,848	63,704	65,615	67,583	
LOCAL 94/LOCAL 6 PENSION BENEFIT	53,889	55,485	57,150	58,884	60,630	62,449	
LOCAL 94/LOCAL 6 SICKNESS BENE	21,630	22,279	22,947	23,636	24,345	25,075	
LOCAL 94/LOCAL 6 WELFARE BENE	116,596	120,584	124,687	128,908	133,250	137,717	
GROUND RENT EXPENSE	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	
RENT EXPENSE - CONTINENTAL CASUALTY EXP 3/31/14	894,914	712,287	178,072	0	0	0	
PROFESSIONAL FEES	51,500	53,045	54,638	56,279	57,964	59,703	
	3,511,908	3,717,591	3,222,635	3,065,406	3,127,268	3,170,366	
<b>Operating Expenses</b>							
SECURITY GUARDS	714,717	736,159	758,243	780,991	804,420	828,553	
FUEL STEAM/GAS	840,480	865,894	891,665	918,415	945,968	974,347	
WATER AND SEWER CHARGES	144,200	148,526	152,982	157,571	162,298	167,167	
WALKIE TALKIES	18,748	19,308	19,888	20,484	21,096	21,732	
ELECTRICITY USAGE EXPENSE	1,128,910	1,163,807	1,200,000	1,240,000	1,280,000	1,320,000	
UNIFORM EXPENSE	19,055	18,627	20,215	20,822	21,447	22,090	
CHRISTMAS EXPENSE	10,300	10,600	10,827	11,255	11,593	11,941	
ENTERTAINMENT	0	0	0	0	0	0	
MESSSENGER & DELIVERY	1,399	1,379	1,421	1,463	1,507	1,552	
TRAVEL	0	0	0	0	0	0	
FLOWERS	17,510	18,035	18,576	19,134	19,708	20,299	
CLEANING	48,410	48,862	51,358	52,899	54,486	56,120	
COMPUTER SERVICES	41,200	42,439	43,709	45,020	46,371	47,762	
INVESTIGATION FEE EXPENSE	824	849	874	900	927	955	
	2,986,691	3,076,292	3,469,859	3,828,955	4,039,823	4,152,518	
<b>Repairs and Maintenance</b>							
PAINTING SUPPLIES	30,900	31,527	32,162	32,805	33,456	34,115	
HARDWARE SUPPLIES	20,800	21,218	21,645	22,081	22,526	22,981	
REPAIRS MATERIALS & SUPPLIES	25,750	26,523	27,318	28,139	28,982	29,851	
PLUMBING REPAIRS MATL & SUP	139,050	143,222	147,518	151,944	156,502	161,197	
ELECTRIC REPAIRS & SUPPLIES	128,750	133,513	138,501	143,809	149,352	155,140	
RUBBISH REMOVAL	81,800	83,654	85,564	87,531	89,556	91,643	
ROOF REPAIRS	72,100	74,263	76,491	78,786	81,145	83,564	
WINDOW MAINTENANCE	15,450	15,914	16,391	16,883	17,388	17,911	
MARBLE MAINTENANCE/CONTRACT	67,465	69,489	71,574	73,721	75,932	78,210	
INOULT METAL MAINT. CONTRACT	53,595	55,187	56,822	58,506	60,232	62,001	
HVAC MAINTENANCE	267,860	275,634	284,108	292,632	301,411	310,454	
LOCKS & DOORS REPAIR	37,580	38,192	38,839	39,518	40,228	40,969	
FIRE & SECURITY SYSTEM	72,100	74,263	76,491	78,786	81,145	83,564	
MARBLE MAINT/PAVER REPAIRS	20,600	21,216	21,855	22,510	23,185	23,891	
METAL MAINTENANCE: REPAIRS	20,600	21,216	21,855	22,510	23,185	23,891	
TIME RECORDER	1,957	2,018	2,079	2,139	2,200	2,261	
ELEVATOR CONTRACT	540,750	558,973	578,892	599,892	620,819	642,877	
EXTERMINATING	0	0	0	0	0	0	
SIGNS	12,369	12,731	13,113	13,505	13,911	14,329	
MISCELLANEOUS REP. & MAINT.	25,750	26,523	27,318	28,139	28,982	29,851	
LOCAL LAW 10/11	30,900	31,827	32,782	33,765	34,778	35,822	
ESCALATOR R&M	32,860	33,949	34,967	36,019	37,097	38,210	
ELEVATOR REPAIRS	58,710	60,471	62,285	64,154	66,079	68,061	
WINDOW REPAIRS	7,210	7,428	7,649	7,873	8,115	8,358	
HVAC P/R, P/R TAXES & BENEFITS	901,250	928,288	956,139	984,820	1,014,365	1,044,795	
BUILDING CLEANING P/R	1,751,500	1,803,590	1,857,836	1,913,385	1,970,766	2,029,889	
EQUIPMENT RENTAL & EXPENSES	8,861	9,230	9,507	9,792	10,086	10,388	
PAINTING AND DECORATING	82,400	84,872	87,415	90,041	92,742	95,524	
SECURITY EQUIPMENT	77,250	79,568	81,855	84,133	86,546	89,089	
	4,585,063	4,702,015	4,843,075	4,988,368	5,138,018	5,292,159	
<b>Other Taxes</b>							
STATE FRANCHISE TAX	0	0	0	0	0	0	
FICA EXPENSE	252,144	259,708	267,500	275,525	283,790	292,304	
PAYROLL TAX EXPENSE-SUI	13,699	14,110	14,533	14,999	15,418	15,881	
LICENSES AND PERMITS	21,830	22,279	22,847	23,436	24,045	24,675	
PAYROLL TAX EXPENSE-FUI	886	912	940	969	997	1,027	
DISABILITY INSURANCE	7,519	7,745	7,977	8,216	8,463	8,717	
WORKERS COMP INSURANCE-EXPENSE	56,800	58,504	60,280	62,087	63,923	65,847	
	352,678	363,259	374,156	385,381	396,942	408,851	
<b>Total Expenses and Disbursements</b>	19,854,310	20,550,265	20,861,768	21,508,507	22,199,062	22,805,834	
<b>Operating Cash Flow (BEFORE DEBT SERVICE)</b>	9,885,810	23,736,125	26,301,412	26,667,009	27,161,860	27,305,503	141,057,720
<b>Debt Service</b>							
INTEREST ON MORTGAGE	9,288,267	9,288,267	9,288,267	9,288,267	9,288,267	9,288,267	
<b>Operating Cash Flow (AFTER DEBT SERVICE)</b>	597,543	14,447,859	17,013,146	17,378,742	17,873,593	18,017,236	

0 \* 00 \*  
141,057,720 +  
9,885,810 -  
131,171,910 \*  
141,057,720

PROJECTED AS OF SEPTEMBER 28, 2011

	FLOOR	SQ. FEET	RENT PERIOD	2012 RENT	2013 RENT	2014 RENT	2015 RENT	2016 RENT	2017 RENT
OFFICE TENANT									
GROUP, INC.	59TH	7,900	01/01/12-12/31/17	323,900	323,900	339,700	339,700	339,700	355,500
AN PRECIOUS METALS EXCHANGE INC	50TH	9,248	06/01/12-12/31/17	228,117	342,176	342,176	342,176	369,920	397,664
ECURITIES, INC.	33RD	2,947	01/01/12-08/31/12	147,350	147,350	147,350	147,350	147,350	147,350
E ASSOCIATES	58TH	7,641	01/01/12-08/31/12	412,614	412,614	412,614	412,614	412,614	412,614
RAGE & MANAGEMENT CORP	48TH	9,263	01/01/12/12/31/17	370,520	370,520	370,520	370,520	370,520	398,309
J VAN DIJK	27TH	7,987	01/01/12/12/31/17	283,571	287,532	287,532	287,532	311,493	311,493
ANCY LAW FIRM PC	30TH	4,384	01/01/12-02/28/17	149,056	154,902	166,595	166,595	166,595	166,595
ENTAL CASUALTY COMPANY	7-12TH	199,238	01/01/12-03/31/14	6,375,616	6,375,616	6,375,616	6,375,616	6,375,616	6,375,616
ASE AGREEMENT			01/01/12-03/31/14	76,288	76,288	76,288	76,288	76,288	76,288
TAFFING SERVICES	16TH FL	5,845	01/01/12-09/30/17	187,040	187,040	204,575	204,575	204,575	204,575
RY-WIDE INSURANCE COMPANY	3,12-14	76,399	01/01/12/12/31/17	1,909,975	1,909,975	2,708,525	2,708,525	2,798,806	2,979,378
CONTRIBUTION				-1,595,000	-571,822				
ACCESS	42ND/PO RTION43	13,819	01/01/12/12/31/17	449,427	449,427	449,427	483,475	490,284	490,284
LEAR BANK	39TH	8,313	01/01/12/12/31/17	473,841	473,841	480,769	490,467	490,467	464,143
OM HOLDING GROUP LLC	45TH	8,870	01/01/12/12/31/17	502,633	505,590	505,590	520,373	523,330	523,330
UBLISHING INC.	5TH	20,240	01/01/12-09/30/16	647,680	647,680	679,019	688,160	688,160	688,160
ENGINEERS AND LAND SURVEYORS	4TH FL	10,675	01/01/12/12/31/17	341,600	341,600	341,600	341,600	376,250	376,250
ENGINEERS AND LAND SURVEYORS	11TH	33,426	01/01/12-12/31/17	919,215	919,215	986,067	986,067	1,069,632	1,069,632
CONSULTING GROUP	19TH	28,812	07/11/12-12/31/17	368,050	777,924	777,924	777,924	777,924	821,142
HOTELS CORPORATION	41ST	8,878	01/01/12-06/30/13	319,608	319,608	319,608	319,608	319,608	319,608
ORLD INC	15TH	16,209	01/01/12-12/31/17	463,907	543,000	543,000	543,000	543,000	591,628
NSULTING GROUP INC.	34TH	12,562	01/01/12-12/31/17	427,108	427,108	427,108	427,108	445,951	464,794
	17TH	4,808	01/01/12-12/31/17	168,280	168,280	168,280	188,313	182,704	182,703
HARRIS INVESTMENTS LLC	17TH	12,797	03/01/12-12/31/17	341,701	422,301	422,301	422,301	422,301	453,365
ICKER	30TH	3,728	01/01/12-06/30/17	128,616	128,616	133,276	139,800	139,800	139,800
R ASSET MANAGEMENT	31ST	9,541	01/01/12-04/30/15	324,393	324,393	324,393	324,393	324,393	324,393
Y & O'CONNELL	33RD	2,525	01/01/12-04/30/14	68,268	68,268	68,268	68,268	68,268	68,268
PITAL GROUP	38TH	5,310	01/01/12-09/30/15	180,540	180,540	180,540	180,540	180,540	180,540
E SPACE SOLUTIONS, INC.	28TH	27,658	01/01/12-05/31/17	940,372	940,372	995,688	1,023,346	1,023,346	1,023,346
	29TH								
OOD ASET MANAGEMENT	38TH FL	2,086	01/01/12-03/31/15	68,838	68,838	68,838	68,838	68,838	68,838
E AMERICA INC(F/K/A SUN MICRO)	25TH	6,166	01/01/12-03/31/13	332,964	332,964	332,964	332,964	332,964	332,964
GY NETWORK NY LLC	31ST FL	3,616	01/01/12-12/31/17	138,312	138,312	138,312	138,312	138,312	152,776
BIANCA TO TAKE SUB SPACE ON 30TH FL)									
IS CORPORATION	33RD	4,132	01/01/12-2/28/12	148,752	148,752	148,752	148,752	178,752	178,752
DVISORS	63RD	3,416	01/01/12-04/30/17	184,464	184,464	194,712	194,712	194,712	194,712
CHALS	46TH	9,372	01/01/12-12/31/17	310,450	310,450	310,450	310,450	319,320	337,060
BIANCA & ASSOCIATES LLC (using sub space info	part 30	5,433	01/01/12-04/30/17	201,021	201,021	201,021	217,320	217,320	217,320
N GREENBERG BLAHA LLP	32ND	3,450	01/01/12-02/18/15	144,900	155,250	155,250	155,250	155,250	155,250
MON BLUM	35TH	8,288	01/01/12-12/31/17	265,216	265,216	265,216	273,504	290,080	290,080
ALLIANCE TRADING GROUP LLC	5TH	7,500	01/01/12-12/31/14	240,000	240,000	240,000	240,000	240,000	240,000
TECHNOLOGIES	15TH FL	12,066	11/01/12-12/31/17	56,308	337,154	337,154	337,154	337,154	337,154
RA, INCORPORATED	43rd/44th	14,497	01/01/12-12/31/17	536,389	536,389	536,389	565,383	579,880	579,880
LOBAL ALLIANCE FOR TB DRUG DEV	24TH	23,465	01/01/12-12/31/17	1,149,785	1,149,785	1,184,983	1,184,983	1,184,983	1,184,983
DGE GROUP, INC.	25TH	4,269	01/01/12-12/31/17	230,526	230,526	230,526	234,795	243,333	243,333
KA CAPITAL MARKETS	17TH	4,905	01/01/12-12/31/17	161,865	161,865	161,865	161,865	170,040	176,580
ECURITIES LLC	32ND	2,682	01/01/12-02/28/14	96,552	96,552	96,552	96,552	96,552	96,552
D ADVISORS LLC	7TH	3,412	01/01/12-05/31/16	114,320	114,320	114,320	114,320	114,320	114,320
MMUNICATIONS	16TH	20,586	01/01/12-12/31/17	617,580	617,580	617,580	674,192	679,338	679,338
K SOLUTIONS PLUS LLC	5TH	6,288	01/01/12-12/31/17	201,216	201,216	201,216	201,216	215,364	220,080
MBA BROWNELL & BROWN PLLC	27TH	3,954	01/01/12-12/31/17	138,390	138,390	138,390	139,379	150,252	150,252
	27th	2,106	01/01/12-12/31/17	51,392	73,710	73,710	73,710	73,710	80,028
<b>TOTAL OFFICE RENT</b>				<b>21,303,526</b>	<b>23,356,608</b>	<b>24,982,548</b>	<b>25,219,884</b>	<b>25,619,909</b>	<b>26,037,019</b>
RETAIL TENANT									
IE READE	BH/MEZZ	23,310	01/01/12-12/31/17	1,425,000	1,434,195	1,434,195	1,434,195	1,434,195	1,567,500
O 40 WALL ST. INC.	MAIN	600	01/01/12-08/31/13	104,060	104,060	104,060	104,060	104,060	104,060
STREET	GR FL	14,500	01/01/12-12/31/17	468,750	625,000	625,000	625,000	656,250	756,250
CAFÉ (MTM)	BSMT	1,900	01/01/12-12/31/17	12,000	12,000	12,000	12,000	12,000	12,000
<b>TOTAL RETAIL RENT</b>				<b>2,009,810</b>	<b>2,175,255</b>	<b>2,175,255</b>	<b>2,175,255</b>	<b>2,206,505</b>	<b>2,439,810</b>
TEL COMMUNICATION TENANT									
	TELECOM	-	2012	15,000	15,000	15,000	15,000	15,000	15,000

PROJECTED AS OF SEPTEMBER 28, 2011

	FLOOR	SQ. FEET	RENT PERIOD	2012 RENT	2013 RENT	2014 RENT	2015 RENT	2016 RENT	2017 RENT
AMERICAN MOBILE	TELECOM		2012	24,000	27,675	28,366	29,076	29,803	30,548
BUSINESS SOLUTIONS	TELECOM		2012	10,721	893				
COMMUNICATION TENANT (CONT'D)									
BROADBAND ACCESS	TELECOM	-	2012	9,000	9,000	9,000	9,000	9,000	9,000
COMCAST, INC.	TELECOM	-	2012	15,000	15,000	15,000	15,000	15,000	15,000
COMMUNICATIONS	TELECOM		2012	18,616	18,616	18,616	18,616	18,616	18,616
COMMUNICATIONS	TELECOM		2012	10,104	10,104	10,104	10,104	10,104	10,104
COMCAST SPECTRUM	TELECOM		2012	33,251	34,581	35,965	37,403	37,403	37,403
COMCAST OF NYC	TELECOM		2012	7,500	7,500	7,500	7,500	7,500	7,500
COMCAST ENTERPRISES	TELECOM		2012	7,293	7,293	7,293	7,293	7,293	7,293
COMCAST OF NEW YORK	TELECOM		2012	51,500	51,500	51,500	51,500	51,500	51,500
TELECOMMUNICATION RENT				201,984	197,162	198,344	200,492	201,219	201,964
STORAGE SPACES									
STORAGE SPACE RENT				0	0				
TOTAL RENT FOR ENTIRE BUILDING				23,515,320	25,729,026	27,356,147	27,595,531	28,027,633	28,678,793

40 WALL STREET LLC  
2012-2016  
PENDING LEASES as of September 28, 2011

	Tenant	Floor	SqFt	PSF	Annual	2012 Rent Projection	2013 Rent Projection	2014 Rent Projection	2015 Rent Projection	2016 Rent Projection
FREE RENT 36TH AND 37TH MONTHS	RRG NEW YORK	PART 27TH	1,377	36.00	49,572.00	49,572.00	49,572.00	45,441.00	45,441.00	49,572.00
FIRST FOUR MONTHS FREE	ROSENSTEEL LAW	PART 33RD	3,689	32.00	118,048.00	78,698.67	118,048.00	118,048.00	118,048.00	118,048.00
FIRST FOUR MONTHS FREE	LESLIE E ROBERTSON	ENTIRE 23RD	25,480	27.00	687,960.00	458,640.00	687,960.00	687,960.00	687,960.00	687,960.00
RENT COMMENCEMENT 2/1/13	WEIDLINGER ASSOC. INC.	ENTIRE 18/19	61,872	27.00	1,670,544.00	0.00	1,531,332.00	1,670,544.00	1,670,544.00	1,670,544.00
RENT COMMENCEMENT 1/1/13	Walgreen Co.	Entire 21/22	54,500	26.50	1,444,250.00	0.00	1,444,250.00	1,444,250.00	1,444,250.00	1,444,250.00
			146,918		3,970,374.00	586,910.67	3,831,162.00	3,966,243.00	3,966,243.00	3,970,374.00
VACANCY ASSUMPTION DEDUCTION:		2M floors 3-23	9,447 141,852	61.14 30.00	577,589.58 4,255,560.00	0.00 458,640.00	0.00 3,663,542.00	0.00 3,802,754.00	0.00 3,802,754.00	0.00 3,802,754.00
WILL BE COMPLETE IN 24 MONTHS STARTING JANUARY 1, 2012 (4 mos. Free rent/7 Mos. Build out)		floors 24-33	5,066	35.00	177,310.00 5,010,459.58	128,270.67 586,910.67	167,620.00 3,831,162.00	163,489.00 3,966,243.00	163,489.00 3,966,243.00	167,620.00 3,970,374.00

Note:

**40 WALL STREET LLC  
2012-2016  
VACANCY ASSUMPTION**

TOTAL VACANCY AS OF SEPTEMBER 28, 2011

	VAC. SQ. FEET	PRICE PSF	ANNUAL RENT	Lease date: Rent Commencement	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov
					12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct
FLOORS 3 - 23	238,775	30.00	7,163,250.00		24,872.40	298,468.75	273,596.35	248,723.86	223,851.56	198,979.17	174,106.77	149,234.38	124,361.88	99,489.58	74,617.19	49,744.79	24,872.40	298,468.75	273,596.35	248,723.86	223,851.56	198,979.17	174,106.77	149,234.38	124,361.88	99,489.58	74,617.19
FLOOR 17	6,765	30.00	202,950.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FLOORS 25-37	20,329	35.00	711,515.00		2,470.54	29,646.46	27,175.92	24,705.38	22,234.84	19,764.31	17,293.77	14,823.23	12,352.69	9,882.15	7,411.61	4,941.08	2,470.54	29,646.46	27,175.92	24,705.38	22,234.84	19,764.31	17,293.77	14,823.23	12,352.69	9,882.15	7,411.61
FLOORS 40-62	103,899	40.00	4,155,960.00	OFFICE	14,430.42	173,165.00	158,734.58	144,304.17	129,873.75	115,443.33	101,012.92	86,582.50	72,152.08	57,721.67	43,291.25	28,860.83	14,430.42	173,165.00	158,734.58	144,304.17	129,873.75	115,443.33	101,012.92	86,582.50	72,152.08	57,721.67	43,291.25
STORAGE	9,947	17.00	169,099.00		587.15	7,045.79	6,458.64	5,871.49	5,284.34	4,697.19	4,110.05	3,522.90	2,935.75	2,348.60	1,761.45	1,174.30	587.15	7,045.79	6,458.64	5,871.49	5,284.34	4,697.19	4,110.05	3,522.90	2,935.75	2,348.60	1,761.45
	379,715		12,402,774.00		245,310.50	508,326.00	465,965.50	423,605.00	381,244.50	338,884.00	296,523.50	254,163.00	211,802.50	169,442.00	127,081.50	84,721.00	42,360.50	508,326.00	465,965.50	423,605.00	381,244.50	338,884.00	296,523.50	254,163.00	211,802.50	169,442.00	127,081.50
				<i>Rent Assumption Totals</i>																							
BANKING HALL 2MWEST	9,447.00	61.14	577,589.58																								
	389,162.00		577,589.58																								

TOTAL PROJECTED INCOME

(2012-2016 assumption includes 12 months of banking hall)

Formula is annual rent / 24 / 12 \* # of months in year reflective of rent commencement date.  
2013 assumption adds 1/24ths leased up in 2012. 2013 assumption includes the 1/24ths leased up in addition to the 12/24ths leased up in 2013 assumption. 2014 assumption includes the 13/24ths previously leased up. (also included in each years assumption is 17th floor 100% lease up) 100% leased up by 2015

ASSUMPTION IS THAT 100% LEASEUP WILL BE COMPLETE IN 24 MONTHS STARTING JANUARY 1, 2012 WITH 4 MONTHS BUILD OUT AND 7 MONTHS FREE RENT (EXCLUDING 17TH FL - 1 MONTH / ASSUMPTION OF ONE TENANT)

40 WALL STREET LLC  
2012  
PROJECTED INCOME  
As of September 28, 2011

40 WALL STREET LLC  
2012  
Projected Rent Loss

2011 RENT		FLOOR	SQ. FEET	PRICE PER SQ.FT	ANNUAL RENT
<b>RETAIL TENANTS</b>					
<b>OFFICE TENANTS</b>					
57,151	UNITED ADVISORS, LLC	PART 17TH	3,412	33.50	114,302
0	ZAREMBA BROWNELL & BROWN PLLC (10 MONTHS FREE RENT)	PART 27TH	2,106	35.00	73,710
6,852,668	2011 RENTS PICKED UP - LEASES SIGNED 2008/2010 INCLUDING RETAIL				8,937,719
32,154	Lane McVicker LLC	Part 30th	3,728	34.50	128,616
103,483	RG Michals Holdings, Inc.	Entire 48th	9,372	33.13	310,450.00
0	ICF CONSULTING GROUP LLC	Entire 34th	12,562	34.00	427,108.00
0	John Carris Investment, LLC (Two months free rent(March and December 2012))	Part 17th	12,797	33.00	422,301.00 (70,353.50)
0	IBIS WORLD PTY LTD	PART 15	16,209	33.00	534,897.00
0	Huron Consulting Group (pending change in floor) Rent Commences July 1 2012	Entire 19th	28,812	27.00	777,924.00 (388,962.00)
0	SS&C Technologies, Inc.	Part 15th	12,744	28.00	356,832.00
0	American Precious Metals Exchange (Five Months Free Rent)	Entire 50th	9,248	37.00	342,176.00 (142,573.33)
0	Prodigy Network NY LLC NO FREE RENT	part 31st	3,616	35.00	84,373.33 0.00
<b>SUBTOTAL OFFICE TENANTS</b>			<b>114,606</b>		<b>11,508,489.50</b>
(B)	<b>6,145,454</b>				
<b>TOTAL RENT 2012 RENT FOR LEASES SIGNED IN '09/'10/'11</b>			<b>114,606</b>		<b>11,508,489.50</b>
<b>OFFICE LEASES OUT (BEING NEGOTIATED)</b>					
Assumes Lease Start 4/1/12					
	Walgreen Co(Duane Reads)	Entire 21/22	64,600	26.50	1,444,250.00 (1,444,250.00)
	12 MONTHS FREE RENT				33,048.00
	RRG NEW YORK	PART 27	1,377	36.00	0.00
	FREE RENT TWO MONTHS(25TH AND 27TH MONTH)				0.00
	RosaBlanca (sub space for Prodigy spot)	part 30th	5,433	37.00	201,021.00
	N/O FREE RENT				0.00
	Rosensteel Law	Part 33rd	3,889	32.00	78,698.87 (26,232.89)
	4 MONTHS FREE RENT				687,060.00
	LESLIE E. ROBERTSON ASSOC.	ENTIRE 23RD	25,480	27.00	687,060.00 (687,060.00)
	1 YEAR FREE RENT				1,670,644.00 (1,670,644.00)
	WEIDLINGER ASSOC. INC.	ENTIRE 18/19	61,872	27.00	1,670,644.00
	1 YEAR FREE RENT				286,634.78
	<b>TOTAL PROJECTED 2012 RENT FOR LEASES OUT</b>		<b>152,351</b>		<b>286,634.78</b>
(B)	<b>GRAND TOTAL PROJECTED 2012 (B)</b>		<b>266,957</b>		<b>12,195,024.27</b>

LEASE EXPIRATION	FLOOR	SQ. FEET	ANNUAL RENT	PRICE PER SQ.FT	LOST RENT
<b>40 WALL STREET LLC 2011 LEASE EXPIRATIONS</b>					
SUSQUEHANA INTERNATIONAL	4	25,647	974,586.00	38.00	824,686.00
SUSQUEHANA INTERNATIONAL	3	21,321	820,548.00	38.49	820,548.00
HEALTH NET	6	35,283	1,164,339.00	33.00	928,178.76
CH SERVICES NY LLC	25	4,431	163,947	37.00	27,325
COUNTRYWIDE (GIVE UP SPACE PSF REDUCTION)	PART 15	12,701	555,362.54	43.73	665,362.54 1,678,590.28
HEIDRICK & STRUGGLES INC.	46,47,49	25,492	840,322.41	32.96	490,188.07
MURPHY & O'CONNELL	33	2,525	85,200.00	33.74	63,900.00
PYNE COMPANIES LTD	62	1,972	55,215.96	28.00	4,601.33
TRADEWARE CORP (See SS&C Tech / lease executed)	36,37	15,885	669,144.00	42.16	0.00
EMAG	25	4,417	154,595.04	35.00	25,765.84
TRUMP UNIVERSITY	CANCELLED	33	5,315	223,230	42.00 223,230.00
SPYKER (security taken and reduced 2011 lost rent)	CANCELLED	30	3,726	130,410	35.00 97,807.50
RRZ (security taken and reduced 2011 lost rent)	CANCELLED	30	5,433	184,722	34.00 46,180.60
VERTEX (security taken and reduced 2011 lost rent)	CANCELLED	33	3,689	166,005	45.00 82,724
<b>TOTAL PROJECTED 2011 LOST RENTAL INCOME (A)</b>		<b>167,817</b>	<b>8,201,935</b>		<b>5,866,987 (A)</b>
<b>40 WALL STREET LLC 2012</b>					
BAHIF	33	2,947	147,350.04	50.00	61,395.85
BAYTREE	58	7,461	412,614	55.30	276,076.00
RELAVIS	33	4,132	148,762.00	36.00	123,960.00
<b>2011 LOST RENT CARRY FORWARD</b>					
<b>TOTAL PROJECTED 2012 LOST RENTAL INCOME (A)</b>		<b>14,540</b>	<b>708,718</b>		<b>8,662,367 (A)</b>
<b>40 WALL STREET LLC 2013 LEASE EXPIRATIONS</b>					
HILTON HOTEL	41	8,878	319,608	36.00	159,804.00
KENJO		600	104,060.00	173.43	43,358.33
ORACLE AMERICA	25	6,168	332,964.00	54.00	249,723.00
<b>2011/2012 LOST RENT CARRY FORWARD</b>					
<b>TOTAL PROJECTED 2013 LOST RENTAL INCOME (A)</b>		<b>15,644</b>	<b>756,632.00</b>		<b>5,363,636.66 (A)</b>
<b>VACANT SQUARE FEET PRIOR TO 01/01/11</b>					
<b>TOTAL PROJECTED EXPIRED SQUARE FOOTAGE AT 12/31/13:</b>					
<b>LESS: LEASED UP JANUARY 1, 2011 TO SEPTEMBER 28, 2011</b>					
<b>TOTAL VACANT SQUARE FOOTAGE AT 12/31/13</b>					

Summary of Projected Income

(\*) Based on the assumptions that these tenants do not renew, the following is the net result in lost rental income:

	2011	2012
(A) Total projected 2011/2012 lost base rental income	5,866,987	8,662,367.14
(B) Projected new rental income - 2011/2012	6,145,454	12,195,024.27
	278,467	3,532,657.13



**RESUME OF SALIENT FEATURES OF LEASE**

**Note:** This resume represents a brief summary of many of the important provisions of the Lease. Do not rely solely on this document itself but refer to the actual Lease document for the full text.

**Date:** September 14, 2011

**Landlord:** 40 Wall Street LLC

**Tenant:** American Precious Metals Exchange, Inc.

**Premises:** Entire 50<sup>th</sup> Floor (9,248 sq. ft.)

**Term:** Will commence on the date the work in the Premises has been substantially completed and possession is delivered and will end ten years after the rent commencement date.  
**(Sect. 37.01)**

**Renewal Options:** One 5 year extension at higher of (a) fair market rental value or (b) not less than the aggregate of \$397,664.00. Notice required one year prior to the Expiration Date.  
**(Art. 69)**

<b>Annual Rent:</b> <b>(Exhibit C):</b>	1 <sup>st</sup> 5 months after the Commencement Date	\$0	\$0	
	Next 3 years	\$342,176.00	(\$28,514.67 p/m)	\$37 per sq. ft.
	Next 4 years	\$369,920.00	(\$30,826.67 p/m)	\$40 per sq. ft.
	Balance of Term:	\$397,664.00	(\$33,138.67 p/m)	\$43 per sq. ft.

**Rent Commencement:** Five months after the commencement date.  
**(Sect. 38.03)**

**Taxes:** Tenant pays .799% of increases in Taxes over fiscal period commencing July 1, 2011 and expiring June 30, 2012.  
**(Art. 39)**

**Operating Expenses:** Tenant pays .85% of increases in Operating Expenses over calendar year 2012.  
**(Art. 40)**

**Subordination:** The lease subordinate to all mortgages. Non-disturbance agreement is not required.  
**(Art. 41)**

**Assignment Subletting:** (Art. 42) Requires Landlord's consent except assignment or subletting to affiliate. (See Article 42 for details)

**Use:** (Art. 44) "for executive, general and administrative offices and other lawful purposes ancillary thereto and for no other purpose."

**Alterations:** (Art. 51) Requires Landlord's consent. (see clause for details)

**Insurance:** (Art. 57) Tenant required to provide \$2,000,000.00 liability insurance coverage.

**Electricity:** (Art. 60) Tenant pays 103% of Landlord's cost.

**Security:** (Art. 64) \$171,088.00

**Notices:** (Art. 65) Notices may be sent by:  
a. certified or registered mail return receipt requested  
b. recognized courier such as FedEx or DHL  
c. regular mail and fax

**Tenant's Right of Cancellation:** (Art. 68) Effective as of 5 years after the rent commencement date, Tenant will have the right to terminate the Lease. Written notice required at lease 12 months from the effective date. Tenant will pay Landlord an amount equal to Landlord's unamortized portion of Landlord's Initial Expenses which will be amortized on a self-liquidating monthly basis with 8% interest per year over the entire term of the Lease.

**Tenant's Space Option Right:** (Art. 70) During the first 18 months of the term of the Lease Tenant may elect to lease either or both of the 49<sup>th</sup> or 51<sup>st</sup> floors and will send Landlord a notice indicating which floor they elect to lease. If notice is sent within 1 year from the rent commencement date the rental for the option space will be \$37.00 per square foot. If notice is sent after 1 year from the rent commencement date the rental will be the greater of (a) \$37.00 per square foot or (b) the then FMRV.

**Condition of Premises:** (Exhibit D) Landlord agrees to configure the Demised Premises in accordance with the floor plan and will use the materials listed on Exhibit D annexed to the Lease.  
**\*\* Steve Lafiosca and Mike Calamari please note that Landlord must give Tenant 10 days prior notice of completion of work.**

**Tenant's Contact:** (Presently unknown.)

**RESUME OF SALIENT FEATURES OF LEASE**

**Note:** This resume represents a brief summary of many of the important provisions of the Lease. Do not rely solely on this document itself but refer to the actual Lease document for the full text.

**Date:** September 9, 2011

**Landlord:** 40 Wall Street LLC

**Tenant:** Huron Consulting Services, LLC

**Premises:** Entire 20<sup>th</sup> Floor (28,812 sq. ft.)

**Term:** September 10, 2011 to July 31, 2022  
**(Sect. 37.01)**

**Renewal Options:** One 5 year extension at higher of (a) fair market rental value or (b) not less than the aggregate of \$761,589.00. Notice required prior to July 31, 2021.  
**(Art. 67)**

<b>Annual Rent:</b> <b>(Exhibit C):</b>	9/10/2011 – 7/10/2012	\$ - 0 -	\$ - 0 -	
	7/11/2012 – 7/10/2017	\$777,924.00	(\$64,827.00 p/m)	\$27 per sq. ft.
	7/11/2017 – 7/31/2022	\$864,360.00	(\$72,030.00 p/m)	\$30 per sq. ft.

**Rent Commencement:** July 11, 2012  
**(Sect. 38.03)**

**Taxes:** Tenant pays 2.492% of increases in Taxes for the fiscal period commencing July 1, 2011 to June 30, 2012.  
**(Art. 39)**

**Operating Expenses:** Tenant pays 2.65% of increases in Operating Expenses over calendar year commencing January 1, 2012 and expiring December 31, 2012.  
**(Art. 40)**

**Subordination:** The lease subordinate to all mortgages. Non-disturbance agreement is not required.  
**(Art. 41)**

**Assignment Subletting:** Requires Landlord's consent except assignment or subletting to affiliate.  
**(Art. 42)** (See Article 42 for details)

**Use:** "for executive, general and administrative offices and other lawful purposes ancillary thereto and for no other purpose."  
**(Art. 44)**

**Alterations:** Requires Landlord's consent. (see clause for details)  
**(Art. 51)**

**Insurance:** Tenant required to provide \$3,000,000.00 liability insurance coverage.  
**(Art. 57)**

**Electricity:** Tenant pays 105% of Landlord's cost.  
**(Art. 60)**

**Security:** \$380,794.50.  
**(Art. 64)** The security amount will be reduced by \$63,465.75 at the end of the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> years of the Lease. In no event will the security amount be less than \$190,397.25.

**Notices:** Notices may be sent by:  
**(Art. 65)**  
a. certified or registered mail return receipt requested  
b. recognized courier such as FedEx or DHL  
c. regular mail and fax

**Tenant's Right of Cancellation:** Effective as of July 10, 2017, Tenant will have the right to terminate the Lease by sending Landlord written notice on or before July 10, 2016. Tenant will pay Landlord an amount equal to Landlord's unamortized portion of Landlord's Initial Expenses which shall be amortized on a self-liquidating monthly basis with interest at 8% per year over the term of the Lease.  
**(Art. 73)**

**Condition of Premises:** Tenant accepts premises "as is". Landlord will fund \$1,728,720.00 of the work cost and any excess will be borne by Tenant.  
**(Exhibit D)**

**Tenant's Contact:** (Presently unknown.)

**REVISED 9/13/2011 RESUME OF SALIENT FEATURES OF LEASE**

**Note:** This resume represents a brief summary of many of the important provisions of the Lease. Do not rely solely on this document itself but refer to the actual Lease document for the full text.

**Date:** April 12, 2011

**Landlord:** 40 Wall Street LLC

**Tenant:** ICF Consulting Group, Inc.

**Premises:** Entire 34<sup>th</sup> Floor (12,562 sq. ft.)

**Term:** August 1, 2011 to January 31, 2022  
**(Sect. 37.01)**

**Renewal Options:** One 5 year extension at higher of (a) fair market rental value or (b) not less than the aggregate of \$464,794.00. Notice required by January 31, 2021.  
**(Art. 69)**

<b>Annual Rent:</b> <b>(Exhibit C):</b>	8/1/2011 – 1/31/2012	- 0 -	- 0 -
	2/1/2012 – 8/31/2016	\$427,108.00	(\$35,592.33) \$34 per sq. ft.
	Balance of Term	\$464,794.00	(\$38,732.83) \$37 per sq. ft.

**Rent Commencement:** February 1, 2012  
**(Sect. 38.03)**

**Taxes:** Tenant pays 1.087% of increases in Taxes over calendar year 2011.  
**(Art. 39)**

**Operating Expenses:** Tenant pays 1.155% of increases in Operating Expenses over calendar year 2011.  
**(Art. 40)**

**Subordination:** Lease subordinate to all mortgages. Non-disturbance agreement not required.  
**(Art. 41)**

<b>Assignment Subletting: (Art. 42)</b>	Requires Landlord's consent except assignment or subletting to affiliate. (See Article 42 for details)
<b>Use: (Art. 44)</b>	"for general, executive and administrative offices"
<b>Alterations: (Art. 51)</b>	Requires Landlord's consent. (see clause for details)
<b>Insurance: (Art. 57)</b>	Tenant required to provide \$5,000,000.00 liability insurance coverage.
<b>Electricity: (Art. 60)</b>	Tenant pays 105% of cost.
<b>Security: (Art. 64)</b>	\$106,777.00
<b>Notices: (Art. 65)</b>	Notices may be sent by: a. certified or registered mail return receipt requested b. recognized courier such as FedEx or DHL c. regular mail and fax
<b>Tenant's Right of First Offer: (Art. 68)</b>	During the first 5 years of the Lease Term, Landlord will send Tenant a written notice indicating what portion of the Option Space will be offered by Landlord for rental to a third party. Not later than 5 business days after receipt of Landlord's written notice Tenant will send Landlord a written notice to either accept or reject the offer.
<b>Payment By Tenant: (Art. 73)</b>	Tenant will not be required to pay rent, additional rent, or any other sum which is not part of a normal recurring monthly charge sooner than thirty (30) days after receipt by Tenant of a statement for such charge.
<b>Landlord's Work:</b>	Landlord to build premises in accordance with specifications set forth on Exhibit D.
<b>Tenant's Contact:</b>	Monika Ruppert c/o ICF International Inc. 9300 Lee Highway Fairfax, VA 22031



**GRUBB & ELLIS.**

From Insight to Results

Grubb & Ellis New York, Inc.  
1301 Avenue of the Americas, 42<sup>nd</sup> FL  
New York, NY 10019

August 30, 2011

212.759.9700 main  
212.326.4802 fax  
www.grubb-ellis.com

Mr. Jeffrey Lichtenberg  
Cushman & Wakefield  
1290 Avenue of the Americas  
New York, NY 10019

Re: *40 Wall Street*  
*New York, New York (the "Building")*

Dear Jeff:

We have been authorized by RRG New York ("Tenant"), with New York City offices located at 40 Wall Street, to submit the following proposal for Tenant to lease space in the above-referenced building (the "Building"):

- BUILDING ADDRESS:** 40 Wall Street  
New York, New York
- LANDLORD ENTITY:** The Trump Organization  
725 Fifth Ave  
New York, NY 10022
- FLOOR/SUITE:** Partial 27<sup>th</sup> Floor
- PREMISES:** 1,377 rentable square feet
- USE:** Tenant, its subtenants, assigns or permitted occupants, shall be permitted to use and occupy the Premises for general, executive and administrative offices.
- TERM:** Five (5) Years.
- LEASE COMMENCEMENT DATE:** Upon the mutual execution and delivery of lease documents and the substantial completion of Landlord's Work.
- FREE RENT:** Two (2) months. Free Rent period to commence on the 36<sup>th</sup> month of the term and end after the 37<sup>th</sup> month.
- BASE RENTAL RATE:** \$36.00 per rentable square foot per annum.
- ELECTRICITY:** Sub-metered.

Grubb & Ellis New York, Inc.  
1301 Avenue of the Americas - 42<sup>nd</sup> Floor, New York, NY 10019

Although all information furnished regarding property for sale, lease or financing is from sources deemed reliable, such information has not been verified. No representation is made as to the accuracy thereof and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior to sale, lease or financing, or withdrawal without notice. No representations are made, nor are any implied, as to the condition or construction of the property to be leased or purchased, including any present or latent conditions or any hazards contained therein.

RRG New York  
40 Wall Street  
28<sup>th</sup> Floor  
New York, NY 10005

**OPERATING EXPENSE:** 3% annual increase in rent, in lieu of operating pass-through.

**REAL ESTATE TAX ESCALATIONS:** Tenant shall be responsible to pay its pro-rata share of increases in actual Real Estate Taxes over a fiscal 2011/2012 base year.

**LANDLORD WORK:** Landlord shall provide Tenant with a "turn-key" new building installation.

**ASSIGNMENT AND SUBLEASE RIGHTS:** With Landlord's consent, not to be unreasonably withheld or delayed, Tenant may, from time to time, assign or sublet all or any portion of the Premises on any terms it deems acceptable. Landlord consent shall not be required for sublet or assignment to any of the Tenant's affiliates.

**SECURITY DEPOSIT:** To be in the form of a Letter of Credit and equivalent to four (4) months worth of Rent. The amount is to be decreased by one (1) month following the third anniversary of the rent Commencement Date.

**MOVE-IN/MOVE-OUT:** Tenant to have free use of the freight elevator for its initial move-in period.

**BUILDING ACCESS:** The Building, lobby, Premises and elevators will be accessible to Tenant 24 hours per day, 365 days per year, at no cost to Tenant.

**CLEANING:** Landlord, at its cost, to provide base building cleaning services and rubbish removal.

**HVAC:** Landlord to provide base building HVAC on Mondays thru Fridays, from 8AM to 6PM, in capacities required for Tenant's use and occupancy at no additional cost to Tenant.

**TENANT REPAIRS & ALTERATIONS DURING THE TERM:** Tenant shall have the right to make alterations to the Premises which are non-structural in nature without first requiring Landlord's consent.  
  
There shall be no charge to Tenant for any Landlord management, administration or supervisory fee related to any alteration or repair work conducted within the Premises.

**SURRENDER OF PREMISES, END OF TERM:** Tenant will surrender the Premises in "As-Is" and "Broom Clean" condition, normal wear and tear accepted. Tenant will not be required to remove any Tenant improvements, alterations, additions or wiring, nor shall Tenant be required to restore all or any portion of the Premises.

Grubb & Ellis New York, Inc.  
1301 Avenue of the Americas - 42<sup>nd</sup> Floor, New York, NY 10019

Although all information furnished regarding property for sale, lease or financing is from sources deemed reliable, no representation is made nor is any implied as to the accuracy thereof, and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. No warranties or representations are made, nor are any implied, as to the condition or construction of the property including any patent or latent conditions, or any hazards contained therein, nor are any implied.



RRG New York  
40 Wall Street  
28<sup>th</sup> Floor  
New York, NY 10005

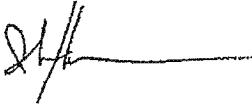
**BROKERAGE AGREEMENT:** This proposal is subject to the payment by Landlord to Grubb & Ellis New York, Inc. ("G&E") of one full commission, which shall be payable in full upon execution and delivery of the lease, in accordance with the terms of a separate brokerage agreement to be entered into between Landlord and G&E.

This proposal shall constitute an outline of the major contemplated lease provisions only, and is not to be construed as a binding legal agreement to lease by either party. Accordingly, it is the express intent of the parties that neither Landlord or Tenant will have any legal obligation or liability to the other with respect to the matters set forth in any lease proposal unless and until a definitive lease agreement is executed and delivered by and between the parties, all conditions are satisfied and any required consents are obtained.

We look forward to your prompt response.

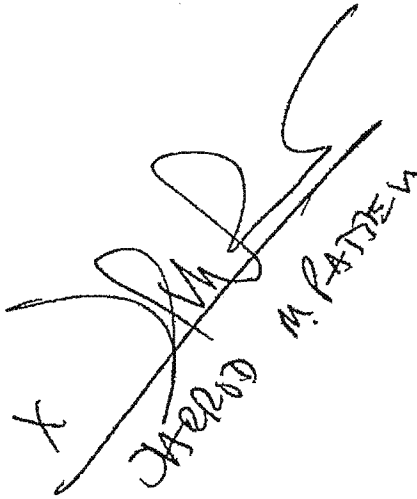
Sincerely,

GRUBB & ELLIS NEW YORK, INC.



Ilan Hoffman

Cc: Michael Gottlieb, Grubb & Ellis



X  
JARED M. PATTEN

Grubb & Ellis New York, Inc.  
1301 Avenue of the Americas - 42<sup>nd</sup> Floor, New York, NY 10019

Although all information furnished regarding property for sale, lease or financing is from sources deemed reliable, no representation is made nor is any implied as to the accuracy thereof, and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. No warranties or representations are made, nor are any implied, as to the condition or construction of the property including any present or latent conditions, or any hazards contained therein, nor are any implied.



**40 WALL STREET- TERM SHEET TO DRAW LEASE**

**ROSENSTEEL LAW**

09/15/11

1.	<b>Building:</b>	40 Wall Street
2.	<b>Landlord:</b>	40 Wall Street LLC
3.	<b>Tenant:</b>	Rosensteel Law
4.	<b>Use:</b>	Executive, administrative and general office use.
5.	<b>Premises/ Area:</b>	Partial 33 <sup>rd</sup> Floor- 3,689 Rentable Square Feet ("RSF")
6.	<b>Lease Commencement Date:</b>	Upon mutual execution and delivery of all Lease Documents and substantial completion of Landlord's work.
7.	<b>Lease Term:</b>	Five (5) years following the Base Rent Commencement Date.
8.	<b>Base Rent:</b>	<u>From the Possession Date:</u> \$32.00 per RSF; years 1-5
9.	<b>Base Rent Commencement Date:</b>	Four (4) months from Lease Commencement Date.
10.	<b>Operating Expenses:</b>	Tenant shall be responsible for its proportionate share of increases in the Building Operating Expense above a 2012 Calendar Base Year.
11.	<b>Real Estate Taxes:</b>	Tenant shall pay its proportionate share of any increase in the property's real estate taxes above a 2011/2012 Fiscal Base Year. Real Estate Tax payments shall commence twelve (12) months from the Lease Commencement Date.
12.	<b>Landlord's Work:</b>	Landlord, at its sole expense and using building standard materials, will modify the existing installation according to a plan mutually agreed upon by Tenant and Landlord, prior to the execution of a Lease.  Landlord shall also repaint and re-carpet the common corridor on the 33 <sup>rd</sup> floor, such work shall not be necessary to commence the term.

September 15, 2011

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13.	<b>Sublet &amp; Assignment:</b>	Tenant shall have the right to assign the lease or to sublease all or a portion of the Premises to unrelated third parties, subject to Landlord's reasonable approval which shall not be unreasonably withheld or delayed. Landlord shall have the right to recapture the Premises in the event of an assignment or a sublease for substantially all of the remaining Term. Landlord shall retain 50% of any profits derived from an assignment or sublease transaction (after the deduction of leasing commissions, tenant improvement allowance and rental abatement).
14.	<b>Electricity:</b>	\$3.25 per RSF.
15.	<b>HVAC/ Supplemental AC:</b>	Landlord shall provide heating, ventilation and air-conditioning (HVAC) from 8:00AM to 6:00PM, Monday through Friday. Tenant can install air-cooled units and duct outside per a special pre-approved window plan. Overtime HVAC to be provided to Tenant at Building Standard Rates, which are subject to change. Per floor overtime rates (4 hours minimum on weekends) are currently \$250.00/hr Monday - Friday; \$350.00/hr Saturday & Sunday.
16.	<b>Freight Elevator/ Loading Dock:</b>	<p>Tenant shall pay Building Standard Rates for after-hours service. Current after-hour freight elevator and loading dock rates, subject to change, are as follows:</p> <p><b>Freight Elevator:</b>  Monday through Friday (non-building holidays) 8am- 6pm  \$170.00/hour;</p> <p>Monday through Friday (non-building holidays) 6pm - 7am:  \$170.00/hour;</p> <p>Saturdays and Sundays (non-union holidays) with a minimum 4 hour charge: \$170.00/hour.</p> <p><b>Loading Dock:</b>  \$80.00/hour with a minimum 4 hour charge.</p> <p>Notwithstanding the aforementioned, Tenant will have the one time right, free of charge, to use the freight elevator and loading dock for move-in purposes on one weekend (2 days) during the hours of 8:00 a.m. to 4:00 p.m.</p>
17.	<b>Cleaning:</b>	Included in the Base Rental. Specifications shall be attached to the lease as an exhibit.
18.	<b>Building Hours:</b>	Tenant shall have access to the Premises twenty four (24) hours a day seven (7) days a week including deliveries of mail and packages sent by express delivery.
19.	<b>Signage:</b>	<p>Tenant shall be permitted to install a sign depicting its corporate logo on its entry doors, subject to Landlord's reasonable approval.</p> <p>Tenant shall receive its proportionate share of listings in the Building's directory and in the 33<sup>rd</sup> floor common corridor.</p>

Cushman & Wakefield, Inc.

September 15, 2011

Page 3

20.	<b>Security Deposit:</b>	Tenant shall provide an irrevocable Letter of Credit thru a New York Clearing House Bank to Landlord in the amount of fifty-nine thousand and twenty-four dollars (\$59,024) which is equal to six (6) months of Base Rent, to be held as Security Deposit in connection with this transaction.
21.	<b>Renewal Option:</b>	None.
22.	<b>Lower Manhattan Incentives:</b>	Landlord shall reasonably cooperate with Tenant in its efforts to obtain all applicable municipal incentives.
23.	<b>Compliance:</b>	Landlord shall deliver the Premises and common areas which Tenant must traverse in order to access the premises in compliance with all applicable codes and laws as of the Lease Commencement Date.
24.	<b>Confidentiality:</b>	This proposal and all discussions, negotiations, and agreements related thereto shall be held in confidence by both parties and shall not be discussed with or disclosed to any third parties except as mutually and specifically otherwise agreed, and except as required to be disclosed to each party's advisors, architects, legal counsel and lenders.
25.	<b>Brokerage:</b>	Landlord shall pay Cushman & Wakefield a full Commission in accordance with its existing agreement.
26.	<b>Broker Contact:</b>	<p>Daniel J. Johnson Cushman &amp; Wakefield of New Jersey, Inc. One Meadowlands Plaza- 7th Floor East Rutherford, NJ 07073-1295 (201) 460-3351 Tel (201) 935-0724 Fax dan.johnsen@cushwake.com</p> <p>Willard Overlock Cushman &amp; Wakefield, Inc. 100 Wall Street – 28th Floor New York, NY 10005 Tel: (212) 709-0761 Fax: (212) 635-0870 Mob: (917) 608-0196 willard.overlock@cushwake.com</p>
27.	<b>Legal/ Tenant Contact:</b>	<p>Edward Rosensteel Rosensteel Law 90 Park Ave- 19th Floor New York, NY 10016 Tel: (212) 808-8300 erosensteel@rosensteellaw.com</p>

RESUME OF SALIENT FEATURES OF LEASE

**Note:** This resume represents a brief summary of many of the important provisions of the Lease. Do not rely solely on this document itself but refer to the actual Lease document for the full text.

**Date:** September 14, 2011

**Landlord:** 40 Wall Street LLC

**Tenant:** SS&C Technologies Holdings, Inc.

**Premises:** Portion of 15<sup>th</sup> Floor (12,066 sq. ft.)

**Term:** Will commence on the date the Work in the Premises has been substantially completed and possession has been delivered and will end on or before October 31, 2022.  
**(Sect. 37.01)**

**Renewal Options:** One 5 year extension at higher of (a) fair market rental value or (b) not less than the aggregate of \$386,112.00. Notice must be sent on or before October 31, 2021.  
**(Art. 68)**

<b>Annual Rent:</b> <b>(Exhibit C):</b>	1 <sup>st</sup> 10 months	\$ - 0 -	(\$ - 0 - p/m)	
	11 <sup>th</sup> – 60 <sup>th</sup> month	\$337,848.00	\$28,154.00 p/m	\$28.00 per sq. ft.
	61 <sup>st</sup> – 120 <sup>th</sup> month	\$386,112.00	\$32,176.00 p/m	\$32.00 per sq. ft.

**Rent Commencement:** 10 months after the commencement date.  
**(Sect. 38.03)**

**Taxes:** Tenant pays 1.043% of increases in Taxes over fiscal period July 1, 2011 to June 30, 2012.  
**(Art. 39)**

**Operating Expenses:** Tenant pays 1.109% of increases in Operating Expenses over calendar year 2011.  
**(Art. 40)**

**Subordination:** Lease subordinate to all mortgages. Non-disturbance agreement is not required.  
**(Art. 41)**

**Assignment Subletting:** Requires Landlord's consent except assignment or subletting to affiliate.  
**(Art. 42)** (See Article 42 for details)

**Use:** "for executive, general and administrative offices"  
**(Art. 44)**

**Alterations:** Requires Landlord's consent. (see clause for details)  
**(Art. 51)**

**Insurance:** Tenant required to provide \$3,000,000.00 liability insurance coverage.  
**(Art. 57)**

**Electricity:** Tenant pays 105% of cost.  
**(Art. 60)**

**Security:** \$112,616.00  
**(Art. 64)**

**Notices:** Notices may be sent by:  
**(Art. 65)** a. certified or registered mail return receipt requested  
b. recognized courier such as FedEx or DHL  
c. regular mail and fax

**Expansion Option:** Except for the initial leasing by Landlord of any option space at any time during  
**(Art. 69)** the first 5 years of the term of the Lease Tenant has right of first offer on all or part of the 15<sup>th</sup> floor. (See Article 69 for details.)

**Tenant's Right of Cancellation:** Effective as of 10/31/2017 Tenant has the right to terminate the Lease by  
**(Art. 70)** sending written notice to Landlord before 10/31/2016.

**Existing Leases:** Tenant pays Landlord's unamortized costs. (See Article 70 for details.)  
**(Art. 71)**

**Tenant Cabling Allowance:** Landlord will pay Tenant \$42,231.00 to offset Tenant's costs of cabling.  
**(Art. 74)** (See Article 74 for details.)

**Landlord's Work:** Landlord agrees to configure the Demised Premises in accordance with the plan and will use the materials listed on Exhibit D annexed to the Lease.  
\*\* Steve Lafiosca and Mike Calamari please note that Landlord must give Tenant 10 days prior notice of completion of work.

**Tenant's Contact:** Peter May  
80 Lambertson Road  
Windsor, CT 06095  
Tel: (860) 298-4568

Andrew Peretz  
Executive Vice President

Jared Horowitz  
Executive Director

Courtney Adham  
Director

Via email: [luigi@rosabiancalaw.com](mailto:luigi@rosabiancalaw.com)

August 10, 2011

Luigi Rosabianca, Esq.  
Rosabianca & Associates, PLLC  
40 Wall Street- 31<sup>st</sup> Floor  
New York, New York 10005

**Re: 40 Wall Street**

Dear Luigi:

On behalf of The Trump Organization, we have been authorized to deliver the following term sheet for Rosabianca & Associates, PLLC to lease space on the 30th floor at 40 Wall Street. The Trump Organization is prepared to draft Lease documents under the following terms and conditions:

- |     |                                 |   |
|-----|---------------------------------|---|
| 1.  | <b>Building:</b>                | 40 Wall Street  |
| 2.  | <b>Landlord:</b>                | 40 Wall Street LLC  |
| 3.  | <b>Tenant:</b>                  | Rosabianca & Associates, PLLC   |
| 4.  | <b>Use:</b>                     | Executive, administrative and general office use.   |
| 5.  | <b>Premises/ Area:</b>          | Partial 30 <sup>th</sup> Floor                      5,433 Rentable Square Feet ("RSF")  |
| 6.  | <b>Lease Commencement Date:</b> | Upon mutual execution of all Lease Documents.   |
| 7.  | <b>Possession:</b>              | Approximately October 1, 2011, subject to substantial completion of Landlord's work.  |
| 8.  | <b>Lease Term:</b>              | As per existing Lease.  |
| 9.  | <b>Base Rent:</b>               | As per existing Lease.  |
| 10. | <b>Operating Expenses:</b>      | As per existing Lease.  |
| 11. | <b>Real Estate Taxes:</b>       | As per existing Lease.  |
| 12. | <b>Landlord's Work:</b>         | Landlord will modify the premises according to the attached plan and will provide new paint and carpet using building standard materials. |
| 13. | <b>Sublet &amp; Assignment:</b> | As per existing Lease.  |
| 14. | <b>Electricity:</b>             | \$3.25 per RSF.   |

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.



Cushman & Wakefield, Inc.  
100 Wall Street  
28<sup>th</sup> Floor  
New York, NY 10005  
(212) 709 0750 Tel  
(212) 635 0874 Fax  
[Andrew.Peretz@cushwake.com](mailto:Andrew.Peretz@cushwake.com)

Luigi Rosabianca, Esq.  
August 10, 2011  
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15. **HVAC/ Supplemental AC:** Landlord shall provide heating, ventilation and air-conditioning (HVAC) from 8:00AM to 6:00PM, Monday through Friday. Tenant can install air-cooled units and duct outside per a special pre-approved window plan. Overtime HVAC to be provided to Tenant at Building Standard Rates, which are subject to change. Per floor overtime rates (4 hours minimum on weekends) are currently \$250.00/hr Monday - Friday; \$350.00/hr Saturday & Sunday.
16. **Freight Elevator/ Loading Dock:** Tenant shall pay Building Standard Rates for after-hours service. Current after-hour freight elevator and loading dock rates, subject to change, are as follows:
- Freight Elevator:**  
Monday through Friday (non-building holidays) 8am– 6pm  
\$170.00/hour;
- Monday through Friday (non-building holidays) 6pm – 7am:  
\$170.00/hour;
- Saturdays and Sundays (non-union holidays) with a minimum 4 hour charge: \$170.00/hour.
- Loading Dock:**  
\$80.00/hour with a minimum 4 hour charge.
- Notwithstanding the aforementioned, Tenant will have the one time right, free of charge, to use the freight elevator and loading dock for move-in purposes on one weekend (2 days) during the hours of 8:00 a.m. to 4:00 p.m.
17. **Cleaning:** Included in the Base Rental. Specifications shall be attached to the lease as an exhibit.
18. **Building Security:** Tenant shall have access to the Premises seven (7) days per week, twenty-four (24) hours per day.
19. **Signage:** Tenant shall be permitted to install a sign depicting its corporate logo on its entry doors, subject to Landlord's reasonable approval.
- Tenant shall receive its proportionate share of listings in the Building's directory and in the common corridor.
20. **Security Deposit:** Tenant to provide a Letter of Credit in the amount of one hundred thousand five hundred and ten dollars and fifty cents (\$100,510.50), which is the amount equal to six (6) months of rental payment.



Luigi Rosabianca, Esq.  
August 10, 2011  
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21. **Confidentiality:** This proposal and all discussions, negotiations, and agreements related thereto shall be held in confidence by both parties and shall not be discussed with or disclosed to any third parties except as mutually and specifically otherwise agreed, and except as required to be disclosed to each party's advisors, architects, legal counsel and lenders.

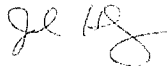
The terms of this proposal shall not be binding on either Landlord or Tenant unless and until both parties shall have executed a mutually acceptable lease agreement. Landlord reserves the right to withdraw this proposal at any time without further notice.

Please feel free to contact us should you have any questions. Thank you.

Sincerely,



Andrew Peretz  
Executive Vice President  
(212) 709-0750  
[Andrew.Peretz@cushwake.com](mailto:Andrew.Peretz@cushwake.com)



Jared L. Horowitz  
Executive Director  
(212) 841-7902  
[Jared.Horowitz@cushwake.com](mailto:Jared.Horowitz@cushwake.com)



Courtney L. Adham  
Director  
(212) 709-0705  
[Courtney.Adham@cushwake.com](mailto:Courtney.Adham@cushwake.com)

cc: Jeffrey Lichtenberg  
40 Wall Street Leasing Team

**RESUME OF SALIENT FEATURES OF LEASE**

**Note:** This resume represents a brief summary of many of the important provisions of the Lease. Do not rely solely on this document itself but refer to the actual Lease document for the full text.

**Date:** September 27, 2011

**Landlord:** 40 Wall Street LLC

**Tenant:** Prodigy Network NY, LLC and Prodigy Management NY, LLC

**Premises:** Portion of 31<sup>st</sup> Floor (3,616 sq. ft.)

**Term:** Will commence 30 days from the date Rosabianca & Associates, PLLC vacates the demised premises and will end 10 years after the commencement date. Tenant may take possession of the demised premises at any time after Rosabianca & Associates, PLLC vacates the demised premises such occupancy will be subject to the terms of the lease except payment of rental.  
**(Sect. 37.01)**

**Renewal Options:** None

<b>Annual Rent:</b> <b>(Exhibit C):</b>	Years 1-5	\$138,311.96*	(\$11,525.99 p/m**)	\$38.25 per sq. ft.
	Years 6-10	\$152,775.96*	(\$12,731.33 p/m**)	\$42.25 per sq. ft.

\* Includes annual electricity charge of \$11,751.96.

\*\* Includes monthly electricity charge of \$979.33.

**Rent Commencement:** The commencement date.  
**(Sect. 38.03)**

**Taxes:** Tenant pays .313% of increases in Taxes over fiscal period commencing July 1, 2011 and expiring June 30, 2012.  
**(Art. 39)**

**Operating Expenses:** Tenant pays .333% of increases in Operating Expenses over calendar year 2011.  
**(Art. 40)**

**Subordination:** The lease subordinate to all mortgages. Non-disturbance agreement is not required.  
**(Art. 41)**

<b>Assignment Subletting: (Art. 42)</b>	Requires Landlord's consent except assignment or subletting to affiliate. (See Article 42 for details)
<b>Use: (Art. 44)</b>	"for executive, general and administrative offices and other lawful purposes ancillary thereto and for no other purpose."
<b>Alterations: (Art. 51)</b>	Requires Landlord's consent. (see clause for details)
<b>Insurance: (Art. 57)</b>	Tenant required to provide \$2,000,000.00 liability insurance coverage.
<b>Electricity: (Art. 60)</b>	Tenant to pay \$979.33 per month as part of the Fixed Rent.
<b>Security: (Art. 64)</b>	\$42,186.67
<b>Notices: (Art. 65)</b>	Notices may be sent by: a. certified or registered mail return receipt requested b. recognized courier such as FedEx or DHL c. regular mail and fax
<b>Condition of Premises:</b>	"As is"
<b>Tenant's Contact:</b>	(Presently unknown.)

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes				
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%			
COM59	59	7,900	ASHIR GROUP, INC.	11/19/09 04/30/19	04/01/10	OFFICE RENT	10,796.76				26,991.67	323,900.04	ELECTRIC	102.85	2010	0.68330	2010	0.72660	339,700.00	Rent commencement-4/19/10 Electric @ 105% Security-reduce by \$28,308.33 at end of 3rd, 4th & 5th yr to a minimum of \$254,775.00 One 5yr. renewal option-notice by 4/30/19< of FMRV or \$355,500.00 f/k/a Infnitel Communications Inc.	
					05/01/10	OFFICE RENT	26,991.67	323,900.04													
					12/01/14	OFFICE RENT	28,308.33	339,699.96													
					12/01/17	OFFICE RENT	29,625.00	355,500.00													
COM71	25		AT&T GRE LEASE ADMINISTRATION	02/01/00 01/31/15	06/01/00	TELECOMM INC	750.00	9,000.00			1,250.00	15,000.00	ELECTRIC	72.44						The license term is extended for an additional five years commencing on February 1, 2010 and expiring on January 31, 2015 which is the second renewal term.  Company has the option to renew and extend the term upon the same term and conditions set forth in the license agreement for one period five years by giving owner three month prior written notice.  The license fee for the third renewal period will be 1,500.00 per month	
					02/01/05	TELECOMM INC	1,000.00	12,000.00													
					10/01/10	TELECOMM INC	1,250.00	15,000.00													

### Rent Roll

For the Period September 2011

40 WALL STREET LLC

725 FIFTH AVENUE

Building No: 40WALL

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
						Charge Description	Amt Billed						Base Year	%	Base Year	%		
COM1333		2,947	BANIF SECURITIES	09/01/02 08/31/12	09/01/02	OFFICE RENT	9,086.58	109,038.96	12,279.17	147,350.04	OPERATING EX ELECTRIC	414.06 383.98	07/08	0.25490	2007	0.27110	90,620.55	L/C renewal terms @ 1yr until written notice is given Electric@ 105%
					03/01/05	OFFICE RENT	10,068.92	120,827.04										
					09/01/07	OFFICE RENT	11,542.42	138,509.04										
					09/01/09	OFFICE RENT	12,279.17	147,350.04										
COM1158		7,461	BAYTREE ASSOCIATES INC.	11/29/96 04/30/12	01/01/98	RENT	20,376.00	244,512.00	34,384.50	412,614.00	OPERATING EX ELECTRIC	399.14 997.51	07/08	0.66100	2007	0.70300		Electric @ 105% PER SETTLEMENT ADD'L RENT OF \$9,703.88 12/1/09 UP TO AND INCLUDING 4/1/09 TO PAY OFF ARREARS OF (281,412.59)  *BAYTREE AGRRES TO: -PAY THE MONIES DUE IN SEPT 2011 BY SEPT 10 -PAY THE MONIES DUE IN OCT 2011 BY OCT 10 -PAY \$131,172.28 (THE BALANCE OF THE \$181,172.28 DEMANDED IN THE AUGUST 12TH DEFAULT NOTICE) BY OCT 15 AND -PAY \$1,000 TOWARDS THE ATTORNEYS' FEES THAT YOU INCURRED AS A RESULT OF THE INSTANT DEFAULT ON OR BEFORE OCT 10
					05/01/98	RENT	20,376.00	244,512.00										
					01/01/00	OFFICE RENT	20,376.00	244,512.00										
					05/01/02	OFFICE RENT	22,286.25	267,435.00										
					05/01/07	OFFICE RENT	32,474.25	389,691.00										
					05/01/10	OFFICE RENT	34,384.50	412,614.00										

**Rent Roll**  
For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM1548		9,263	BROKERAGE & MANAGEMENT CORP.	07/01/10 07/31/22	08/01/11	OFFICE RENT	30,876.67	370,520.04	30,876.67	154,383.35	ELECTRIC	1,080.85	10/11	0.80100	10/11	0.85200	277,890.00	Electric @ 105% Tenant has one year free rent. Landlord to fund \$277,890.95 of the work costs. (75% of the Landlords share used for the hard costs) One 5 yr renewal option prior to expiration date greater of FMRV or \$398,309.00.
					07/01/17	OFFICE RENT	33,192.42	398,309.04										
COM4627		7,987	BUREAU VAN DIJK	01/26/11 06/30/18	06/01/11	OFFICE RENT	3,660.70		21,964.25	135,446.20	BUILDING SVCS SALES TAX	32.00 2.84	10/11	0.69100	11	0.73500	287,532.00	First 5 months free rent  tenant pays 105% of electric cost
					07/01/11	OFFICE RENT	21,964.25	263,571.00										
					12/01/13	OFFICE RENT	22,350.70											
					01/01/14	OFFICE RENT	23,961.00	287,532.00										
					06/01/16	OFFICE RENT	24,227.24											
					07/01/16	OFFICE RENT	25,957.75	311,493.00										
COM1625		4,431	CH SERVICES NY LLC	10/01/06 09/30/08	10/01/06	OFFICE RENT	13,662.25	163,947.00	13,662.25	163,947.00	OPERATING EX ELECTRIC	353.76 234.99	06/07	0.38330	2006	0.40760	40,986.75	*month to month as of 10/1/09 Electric @ 105%  MEMO FROM GEORGE DATED 9/2/11 INDICATES THAT CH SERVICES WILL VACATE THE PREMISES 10/31/11.

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM 2	25		COGENT COMMUNICATIONS INC.	03/01/01 02/28/11	03/01/01	TELECOMM INC	1,000.00	12,000.00	1,551.32	18,615.84								MONTH TO MONTH
					05/01/01	TELECOMM INC	1,000.00	12,000.00										
					03/01/02	TELECOMM INC	1,050.00	12,600.00										
					03/01/03	TELECOMM INC	1,102.50	13,230.00										
					03/01/04	TELECOMM INC	1,157.63	13,891.56										
					03/01/05	TELECOMM INC	1,215.50	14,586.00										
					03/01/06	TELECOMM INC	1,276.28	15,315.36										
					03/01/07	TELECOMM INC	1,340.09	16,081.08										
					03/01/08	TELECOMM INC	1,407.09	16,885.08										
					03/01/09	TELECOMM INC	1,477.45	17,729.40										
					03/01/10	TELECOMM INC	1,551.32	18,615.84										
COM45	7-12	199,238	CONTINENTAL CASUALTY COMPANY	06/05/98 03/31/14	03/01/99	RENT	694,119.24		526,873.68	6,105,537.67	SUBLEASE REN OPERATING EX ELECTRIC BUILDING SVCS SALES TAX	6,357.29 75,859.21 16,300.02 425.00 28.40	01/02	17.23500	1999	18.32600	LEASE MODIFICATION, 02/01/03. SUB LEASE AGREEMENT C N A W/ COUNTRY WIDE Electric @ 105%	
					04/01/99	RENT	398,476.00	4,781,712.00										
					01/01/00	OFFICE RENT	398,476.00	4,781,712.00										
					03/01/02	OFFICE RENT	434,588.63											
					04/01/02	OFFICE RENT	439,983.91	5,279,806.92										
					03/01/05	OFFICE RENT	461,675.15											
					04/01/05	OFFICE RENT	464,888.66	5,578,663.92										
					03/01/09	OFFICE RENT	493,810.26											
					04/01/09	OFFICE RENT	498,095.00	5,977,140.00										
					09/01/11	OFFICE RENT	526,873.68											
					10/01/11	OFFICE RENT	531,301.33	6,375,615.96										

### Rent Roll

For the Period September 2011

40 WALL STREET LLC

725 FIFTH AVENUE

Building No: 40WALL

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM77	16	5,845	CORE STAFFING SERVICES	05/14/10 09/30/17	09/01/10	OFFICE RENT	8,312.89		15,586.67	187,040.04	ELECTRIC	1,830.73	09/11	0.50600	2010	0.53800	65,000.00	Real Estate Taxes-average of 09/10 & 10/11 Electric @ 105%  Landlord will pay \$309,785.00 of work cost & excess will be paid by tenant at 60% of Landlords share for the HARD costs for improving the space & the balance may be used for SOFT cost. Bal due to Tenant at 4/21/10 = \$187,141.93  Rent commencement 4 mos. after the lease commencement date.
					10/01/10	OFFICE RENT	15,586.67	187,040.04										
					12/01/13	OFFICE RENT	17,047.92	204,575.04										



### Rent Roll

For the Period September 2011

40 WALL STREET LLC

725 FIFTH AVENUE

Building No: 40WALL

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM47	3,12-14	76,399	COUNTRY WIDE INSURANCE COMPANY	03/01/11 08/31/21	09/01/11	OFFICE RENT	159,164.58	1,909,974.96	159,164.58	636,658.32	ELECTRIC BUILDING SVCS SALES TAX ADMIN FEE	12,131.71 4,180.00 370.31 22.50	2011	5.19500	2011	6.98500	376,831.00	Tenant's proportionate share for base tax year shall be 6.571% until April 1,2014 and thereafter increase to 9.318%. Tenant's shares for operational share shall be 6.985% until April 1 2014 and thereafter increase to 9.905% The landlord and tenant have agree that the rental square feet area of the space is 76,399 and 108,341 sqaure feet after April 1 2014- 12th floor Landlord share of payment of work costs shall be 2,166,822.00 The term of the lease shall start 3/1/2011 and shall end 8/31/2021 Tenant has deposit with landlord the sum of 376,831.00 (security) under a prior lease.
					10/01/14	OFFICE RENT	225,710.42	2,708,525.04										
					09/01/16	OFFICE RENT	248,281.46	2,979,377.52										
COM21	25		CYPRESS COMMUNICATIONS INC.	03/01/97	03/01/97	RENT	750.00	9,000.00	841.97	10,103.64	ELECTRIC	158.26						month to month *renewal info. give to GR
					09/01/97	RENT	750.00	9,000.00										
					09/01/99	TELECOMM INC	750.00	9,000.00										
					07/01/10	TELECOMM INC	841.97	10,103.64										

### Rent Roll

For the Period September 2011

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Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM74	42,43	13,619	DIRECT ACCESS PARTNERS	12/17/09 12/31/19	06/01/10	OFFICE RENT	7,490.46		37,452.25	449,427.00	ELECTRIC	1,828.90	10	1.17800	10	1.25300	337,070.00	Electric @ 105% Tenant does all work as per plan to be agreed upon. Landlord share of work cost is \$581,141.00; 5/10- Landlord partial reimb. of work cost to tenant \$ 307,552.05 Rent Commencement 2/25/10 & free rent period 2/25/10-6/25/10
					07/01/10	OFFICE RENT	37,452.25	449,427.00										
					03/01/15	OFFICE RENT	40,857.00	490,284.00										
COM19	BH/MEZ	23,310	DUANE READE	06/01/10 12/29/32	12/01/11	RETAIL	7,661.30	91,935.60			BUILDING SVCS ADMIN FEE SALES TAX ELECTRIC	1,297.32 194.60 132.41 21,446.10	10/11	2.01600				-ELEVATOR & ESCALATORS TURNED OVER 7/1/11 -6 MONTHS FREE ELEVATOR/ESCALATOR MAINTENANCE
					01/01/12	RETAIL	118,750.00	1,425,000.00										
					12/01/12	RETAIL	119,516.27	1,434,195.24										
					01/01/17	RETAIL	130,625.00	1,567,500.00										
					12/01/21	RETAIL	131,467.75	1,577,613.00										
					01/01/22	RETAIL	143,687.50	1,724,250.00										
					12/01/26	RETAIL	144,614.50	1,735,374.00										
					01/01/27	RETAIL	158,056.25	1,896,675.00										
					12/01/32	RETAIL	147,859.11	1,774,309.32										

## Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM51	25TH	4,417	EMAG SOLUTIONS LLC	12/01/10 10/31/11	12/01/10	OFFICE RENT	12,882.92	154,595.04	12,882.92	154,595.04	ELECTRIC	607.12	10/11	0.38200	10	0.40600	51,531.68	Tenant pays no increases in Taxes.  Tenant pays no increases in Operatng Expenses.  Tenant required to provid \$1,000,000.00 (one million) liability insurance coverage and \$300,000.00 for property damages.  Tenant pays 105% of electricity cost
					06/01/11	OFFICE RENT	12,882.92	154,595.04										
COM50	39	8,313	EUROCLEAR BANK S.A.	02/21/08 07/31/18	07/01/08	OFFICE RENT	13,519.88		39,486.75	464,142.50	ELECTRIC	1,028.52	08/09	0.71000	2008	0.76000	114,303.75	Renewal Option: One 5 yr. term @ greater of crrent rent or FMV Electric @ 105%
					08/01/08	OFFICE RENT	38,101.25	457,215.00										
					02/01/09	OFFICE RENT	38,101.25	457,215.00										
					08/01/11	OFFICE RENT	39,486.75	473,841.00										
					08/01/14	OFFICE RENT	40,872.25	490,467.00										
COM57	45	8,870	FREEDOM HOLDINGS GROUP LLC	03/01/09 02/28/19	03/01/09	OFFICE RENT	40,654.17	487,850.04	40,654.17	487,850.04	ELECTRIC	2,793.29	08/09	0.76700	08/09	0.81600	261,665.00	Renewal Option: One 5 yr option Electric-105%
					03/01/12	OFFICE RENT	42,132.50	505,590.00										
					03/01/15	OFFICE RENT	43,610.83	523,329.96										

### Rent Roll

For the Period September 2011

40 WALL STREET LLC

725 FIFTH AVENUE

Building No: 40WALL

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
						Charge Description	Amt Billed						Base Year	%	Base Year	%		
COM325		20,240	GDS PUBLISHING INC.	09/24/09 09/30/16	12/01/09	OFFICE RENT	15,669.72	188,036.64	53,973.34	647,680.08	ELECTRIC BUILDING SVCS SALES TAX	1,344.63 215.00 7.10	10/11	1.75000	2010	1.86000	323,840.00	Rent Commencement is 90 days after lease commencement SECURITY- L/C HSBC Bank-auto renewal but not extended beyond 7/31/16 SECURTY -L/ C - to be reduced by \$ 53,973.00 after 12months to be reduced by add'l \$ 53,973.00 after 24 month & will not be less then \$215,894.00. Electric @ 105%
					01/01/10	OFFICE RENT	53,973.34	647,680.08										
					03/01/13	OFFICE RENT	54,952.77											
					04/01/13	OFFICE RENT	57,346.67	688,160.04										

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM34	11	33,426	HAKS ENGINEERING & LAND SURVEYORS	05/31/06 12/31/20	12/01/06	OFFICE RENT	71,030.25	852,363.00	76,601.25	905,259.66	OPERATING EX ELECTRIC BUILDING SVCS SALES TAX	1,745.86	06/07	2.89200	2007	3.07500	246,516.75	Renewal one 5yr option @ higher of FMV or current rent. Electric @ 105%  Lease extended december 1,2016 to date of 1st increase in the rent due under 4th floor Lease. Annual rent 1,069632.00 (89,136.00 per month) Next 5yrs of the lease rent 1,169,910.00 ( 97492.50 per month)  Taxes: Tenant pays 2.892 of increase in taxes over fiscal year 2010/2011 Operating expenses : tenant pays 3.075% of increase in Operating Expenses over 2010 calendar year.  New term for extension 12/1/16 and will end concurrently with the term of the 4th floor lease.  CHECK CUT TO HAKS ON 6/30/11 IN THE AMOUNT OF \$ 39,773.54 FOR BALANCE DUE ON THE TENANT IMPROVEMENT ALLOWANCE UNDER ITS LEASE. (PER MEMO FROM GEORGE ROSS DATED 6/27/11)
					12/01/09	OFFICE RENT	76,601.25	919,215.00				4,155.42						
					12/01/13	OFFICE RENT	82,172.25	986,067.00				4,775.00						
					12/01/16	OFFICE RENT	89,136.00	1,069,632.00				248.50						

**Rent Roll**  
 For the Period September 2011

**40 WALL STREET LLC**  
 Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM634		10,675	HAKS ENGINEERS AND LAND SURVEYORS	08/20/10 12/31/20	12/01/10	OFFICE RENT	11,019.36		28,466.67	341,600.04	ELECTRIC	756.45	10/11	0.92300	10	0.98200	89,403.13	The lease will start on the date the work has been substantially completed and possession is delivery. The lease will end ten years after the rent commencement date.  Tenant pays 105% of cost.  ICIP, Tax and energy Abatements: Tenant percentage share of the benefits granted under title 4 of Article 4 of the RPTL is .923%
					01/01/11	OFFICE RENT	28,466.67	341,600.04										
					12/20/15	OFFICE RENT	12,137.04											
					01/01/16	OFFICE RENT	31,354.17	376,250.04										
COM3141		8,878	HILTON HOTELS CORPORATION	07/01/03 06/30/13	07/01/04	OFFICE RENT	24,414.50	292,974.00	26,634.00	319,608.00	OPERATING EX ELECTRIC BUILDING SVCS	1,136.26 1,056.14 30.00	02/03	0.76800	2003	0.81700		Renewal Option- on 5yr. term @ greater of FMV or \$319,608.00. Electric @ 105%
					07/01/06	OFFICE RENT	25,894.17	310,730.04										
					07/01/09	OFFICE RENT	26,634.00	319,608.00										

## Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
						Charge Description	Amt Billed						Base Year	%	Base Year	%		
COM42	15	16,209	IBIS WORLD INC	08/19/11									2011	1.40200	2011	1.49100	111,622.50	<p>-TENANT PREVIOUSLY ON 17TH FL IN ORIGINAL LEASE.</p> <p>-TENANT IS MOVING INTO A TEMPORARY SPACE ON THE 40TH FL AT NO RENTAL FEE BUT WITH PAYMENT FOR ELECTRICITY AND CLEANING SERVICES UNITL THE 15TH FL IS BUILT OUT.</p> <p>-LEASE COMMENCES ON THE DATE THE WORK IN PREMISES HAS BEEN SUBSTANTIALLY COMPLETED AND LANDLORD DELIVERS POSSESSION OF THE PREMISES TO TENANT AND WILL END TEN YEARS AFTER THE RENT COMMENCEMENT DATE.</p> <p>-ONE 5 YEAR RENEWAL AT GREATER OF \$591,628.50 OR FAIR MARKER RENTAL.</p> <p>-DURING 1ST 5 YEARS TENANT HAS THE RIGHT OF 1ST OFFER ON BALANCE OF 15TH FL.</p> <p>RENT: 1ST 2 MONTHS FROM</p>

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
						Charge Description	Amt Billed						Base Year	%	Base Year	%			
																			COMMENCEMENT DATE IS FREE NEXT 3 MONTHS AFTER THE COMMENCEMENT DATE-\$18,885.62 P/M NEXT 5 YEARS-\$45,250.00 P/M LAST 5 YEARS-\$49,302.38 P/M  -RENT COMMENCEMENT: 2 MONTHS AFTER THE COMMENCEMENT DATE ON THE ENTIRE DEMISED PREMISES AND 3 ADDITIONAL MONTHS ON THE 9,444 SQ FT OF THE DEMISED PREMISES WHICH EXCEEDS THE 17TH FL SPACE.  -TENANT REQUIRED TO PROVIDE \$5M LIABILITY INS COVERAGE.  -PAYS 105% OF ELECTRICITY.  -TENANT HAS DEPOSITED WITH LANDLORD THE SUME OF \$271,500 (\$111,622.50 REPRESENTS THE SECURITY DEPOSITED UNDER THE EXISTING 17TH FL LEASE WHICH SHALL BE TRANSFERRED TO THIS LEASE ON THE



### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
						Charge Description	Amt Billed						Base Year	%	Base Year	%		
																		<p>COMMENCEMENT DATE. AT THE END OF THE 3RD YR OF THE LEASE THE SECURITY WILL BE REDUCED BY \$45,250 FOR THAT YR AND FOR THE NEXT YR THEREAFTER, BUT IN NO EVENT WILL THE SECURITY BE LESS THAN \$181,000.</p> <p>**LETTER OF CREDIT REPRESENTING A PORTION OF THE SECURITY IS TO FOLLOW.</p>

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM62	34	12,562	ICF CONSULTING GROUP INC	04/12/11 06/30/21	01/01/12	OFFICE RENT	1,148.14	13,777.68		ELECTRIC	1,056.00	2011	1.08700	2011	1.15500	106,777.00	-TERM WILL COMMENCE WHEN WORK IS SUBSTANTIALLY COMPLETED AND END 10 YEARS AFTER THE RENT COMMENCEMENT DATE. -ONE 5 YR EXTENSION AT HIGHER OF (A) FAIR MARKET VALUE OR (B) NOT LESS THAN THE AGGREGATE OF \$494,794 NOTICE REQUIRED 1 YR PRIOR TO THE EXPIRATION DATE. -6 MONTHS FREE RENT -NEXT 54 MONTHS \$427,108 (\$35,592.33/MONTH) @ \$34 PER SQ FT -LAST 5 YRS \$464,794 (\$38,732.83/MONTH) @ \$37 PER SQ FT -TENANT PAYS 105% OF ELECTRICITY COST  -DURING THE 1ST 5 YRS OF THE LEASE TERM, LANDLORD WILL SEND TENANT A WRITTEN NOTICE INDICATING WHAT PORTION OF THE OPTION SPACE WILL BE OFFERED BY LANDLORD FOR RENTAL TO A THIRD PARTY. NOT LATER THAN 5 BUSINESS DAYS AFTER RECEIPTS OF	
					02/01/12	OFFICE RENT	35,592.33	427,107.96		BUILDING SVCS	18,139.00							
					07/01/16	OFFICE RENT	38,732.83	464,793.96		SALES TAX	141.87							
										ADMIN FEE	208.50							

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
 Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
						Charge Description	Amt Billed						Base Year	%	Base Year	%			
																			LANDLORD'S WRITTEN NOTICE TO EITHER ACCEPT OR REJECT OFFER. -TENANT WILL NOT BE REQUIRED TO PAY RENT, ADDITIONAL RENT, OR ANY OTHER SUM WHICH IS NOT PART OF A NORMAL RECURRING MONTHLY CHARGE SOONER THAN 30 DAYS AFTER RECEIPT BY TENANT OF A STATEMENT FOR SUCH CHARGE. TENANT'S PAYMENTS OF RENT WILL BE DEEMED PAID ON THE DATE TENANT POSTS A CHECK IN THE US MAIL OR IF WIRED. **STEVE LAFIOSCA AND MIKE CALAMARI PLEASE NOTE THAT LANDLORD WILL GIVE TENANT 10 DAYS PRIOR NOTICE OF COMPLETION WORK.

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM 3	17	4,808	JASKIM INC.	11/19/09 07/31/20	12/01/09	STORAGE ROOF	340.00	4,080.00	340.00	172,359.96			2010	0.41600	2010	0.44200	193,528.50	Electric @ 105% One 5 yr. renewal option at <FMVR or \$422,244.00 + escalations Security to be reduced by \$ 32,254.75 @ end of 2nd yr & same amt. @ end of 4th yr. Minimum security \$129,019.00  Effectives as of 9/1/13 Tenant may cancel Lease upon six Months notice and a payment of \$84,140.00
					08/01/10	OFFICE RENT	32,254.75	387,057.00	14,023.33									
					11/01/10	OFFICE RENT	14,023.33	168,279.96										
					09/01/15	OFFICE RENT	15,225.33	182,703.96										

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year		
COM91	17	12,797	JOHN CARRIS INVESTMENTS, LLC	08/10/11 07/31/21	03/01/12	OFFICE RENT	24,974.84	299,698.08				11/12	1.10700	2011	1.17700	527,876.25	<p>-RENT COMMENCEMENT IS 7 MONTHS AFTER THE COMMENCEMENT DATE.</p> <p>-PROVIDED TENANT IS NOT IN DEFAULT OF THE MONETARY OBLIGATIONS OF THE LEASE TENANT SHALL NOT BE REQUIRED TO PAY THE MONTHLY RENT FOR THE 13TH, 25TH, AND 37TH MONTH AFTER THE COMMENCEMENT DATE.</p> <p>-ONE 5YR OPTION AT HIGHER OF (A)FAIR MARKET RENTAL VALUE OR (B)\$460,692.00 PLUS ESCALATIONS. NOTICE REQUIRED ONE YEAR PRIOR TO THE EXPIRATION DATE.</p> <p>-TENANT PAYS 105% OF ELECTRICITY COSTS.</p> <p>-LC: \$527,876.25, THEN COMMENCING AT THE END OF THE 2ND AND 5TH YR OF THE LEASE THE SECURITY AMOUNT WILL BE REDUCED BY (A)\$105,575.25 BUT IN NO EVENT WILL THE SECURITY</p>
					04/01/12	OFFICE RENT	35,191.75	422,301.00									
					03/01/17	OFFICE RENT	37,462.22	449,546.64									
					04/01/17	OFFICE RENT	38,391.00	460,692.00									

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
						Charge Description	Amt Billed						Base Year	%	Base Year	%		
AMOUNT BE LESS THAN \$316,725.75 OR THE LC BE EXTENDED BEYOND APRIL 29,2021.  **STEVE LAFIOSCA AND MIKE CALAMARI :MUST GIVE TENANT 10 DAYS PRIOR NOTICE OF COMPLETION OF WORK.																		
COM28	main	600	KENJO 40 WALL ST. INC.	02/01/98 08/31/13	09/01/98	RENT	5,416.67	65,000.04	8,671.67	104,060.04	BRONZE MAINT ELECTRIC	180.00 554.74	97/98	0.05200			25,000.00	as per 3rd amend.-beginning 4/1/10-8/31/13 (41months) repay 292.69 a month for \$12000.00 deferral. Electric @ 105%  THE LETTER OF CREDIT WILL NOT BE EXTENDED AND WILL ULTIMATELY EXPIRE ON JUNE 30, 2011.
					09/01/99	RETAIL	6,250.00	75,000.00										
					09/01/01	RETAIL	6,718.75	80,625.00										
					02/01/03	RETAIL	4,718.75	56,625.00										
					09/01/04	RETAIL	7,166.67	86,000.04										
					09/01/07	RETAIL	7,883.33	94,599.96										
					09/01/10	RETAIL	8,671.67	104,060.04										

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM73	30	3,728	LANE MC VICKER LLC	08/01/11 06/30/17	10/01/11	OFFICE RENT	10,718.00	128,616.00		32,154.00	ELECTRIC	859.49	11/12	0.32300	2011	0.34300	42,872.00	<p>FREE RENT 8/1/11-9/30/11 TENANT PAYS 105% OF ELECTRICITY COST</p> <p>ONE 5YR EXTENSION AT HIGHER OF (A)FAIR MARKET CALUE OR (B) NOT LESS THAN THE AGGREGATE OF \$139,800 PROVIDED TENANT IS OCCUPYING ALL OF THE DEMISED PREMISES. NOTICE REQUIRED 12 MONTHS PRIOR TO THE EXPIRATION DATE. THE OPTION TO EXTEND MAY ONLY BE EXCERCISED BY THE ORIGINAL TENANT NAMED IN THE LEASE.</p> <p>TENANT REQUIRED TO PROVIDE \$2M LIABILITY INS COVERAGE.</p> <p>\$42,872-IN THE EVENT TENANT IS NOT IN DEFAULT, THE SECURITY AMOUNT WILL BE REDUCED BY \$10,718 AFTER 9/30/13. IN NO EVENT WILL THE SECURITY AMOUNT BE LESS THAN \$32,154.</p> <p>THE PREMISES SHALL BE DELIVERED VACANT</p>
					08/01/14	OFFICE RENT	11,650.00	139,800.00			BUILDING SVCS	285.00	ADMIN FEE	12.75	SALES TAX	19.77		

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
						Charge Description	Amt Billed						Base Year	%	Base Year	%		
<p>AND OTHERWISE IN INTS AS IS CONDITION EXCEPT AS FOLLOWS:</p> <p>1. LANDLORD TO PAINT AND CARPET PREMISES. TENANT SHALL HAVE THE RIGHT TO SELECT THE PAINT AND CARPET FROM LANDLORD'S BLDG STANDARD MATERIALS.</p> <p>2. LANDLORD TO REMOVE THE EXISTING REFRIGERATOR, AS WELL AS ANY EXISTING RACKS, FURNITURE AND SIGNAGE FROM THE PREMISES.</p> <p><b>**STEVE LAFIOSCA &amp; MIKE CALAMARI PLEASE NOTE THAT LANDLORD WILL GIVE TENANT 10 DAYS PRIOR NOTICE OF COMPELTION WORK.</b></p>																		
COM27	25		MCI WORLD COM LEASE ADMINISTRATION	04/21/97 04/30/07	04/01/98	RENT	200.00	2,400.00	750.00	9,000.00	ELECTRIC	137.64						month to month *renewal info given to GR
					05/01/98	RENT	600.00	7,200.00										
					05/01/98	TELECOMM INC	600.00	7,200.00										
					05/01/02	TELECOMM INC	750.00	9,000.00										



### Rent Roll

For the Period September 2011

40 WALL STREET LLC

725 FIFTH AVENUE

Building No: 40WALL

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
						Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM33	31	9,541	MERCER CAPITAL LTD.	12/23/04 04/30/15	05/01/05	OFFICE RENT	23,852.50	286,230.00	25,442.67	305,312.04	SECURITY DEP. OPERATING EX ELECTRIC BUILDING SVCS	5,000.00 628.49 1,008.51 90.00	2005	0.82530	2005	0.87760	Electric @ 105% 3/1/2010-charge 5000.00 per month for security until its replenished to original amount \$162,197.00 (2/12) The amount withdrawal from bank as of 2010 was 119,757.35. Tenant is charge 5,000.00 every month to help replenished the funds back.  SUB-TENANT: MARALANGO (NO LEASE)	
					05/01/08	OFFICE RENT	25,442.67	305,312.04										
					05/01/12	OFFICE RENT	27,032.83	324,393.96										
COM 6	25	689	METRO PCS NEW YORK LLC	09/01/08 08/31/10	10/01/08	TELECOMM INC	4,167.00	50,004.00	4,291.67	51,500.04								
					09/01/09	TELECOMM INC	4,291.67	51,500.04										
COM20	GR FL	14,500	MILK STREET CAFE NY LLC	07/26/10 01/31/26	12/01/11	RETAIL	7,560.45	90,725.40			BUILDING SVCS	910.00	10/11	1.25400			150,000.00	First 6 months after the rent comment date free rent.  Electricity: Tenant pays cost directly to Con Edison  LC 9/29/10 - 1/31/26 - EVERGREEN UNLESS 30 DAYS NOTICE PRIOR TO ANNUAL RENEWAL
					01/01/12	RETAIL	26,041.67	312,500.04										
					07/01/12	RETAIL	52,083.33	624,999.96										
					07/01/16	RETAIL	57,291.67	687,500.04										
					07/01/21	RETAIL	63,020.83	756,249.96										

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM 8	33	2,525	MURPHY & O'CONNELL	01/01/06 04/30/14	04/01/06	OFFICE RENT	5,000.00	60,000.00	5,689.00	73,912.00	ELECTRIC	71.51	08/09	0.14700	2008	0.15700	21,300.00	TENANT SHALL HAVE 2YR EXTENSION OPTION. -IN EVENT TENANT EXERCISES 2YR RENEWAL-TENANT MUST SEND WRITTEN NOTICE AT LEAST 1YR PRIOR EXP  TENANT PAYS 105% OF ELECTRICITY COST  **NEW DATE OF EXPIRY JUNE 30, 2012. THE LETTER OF CREDIT AUTOMATIC RENEWAL PROVISION REMAINS IN EFFECT.
					07/01/08	OFFICE RENT	7,100.00	85,200.00										
					05/01/11	OFFICE RENT	5,689.00	68,268.00										

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year		
COM49		32,687	NORTH AMERICAN	10/23/10 12/31/30	12/01/10	TELECOMM INC	2,000.00	24,000.00	2,000.00	24,000.00			1.01500				
					02/01/11	TELECOMM INC	2,000.00	24,000.00									
					11/01/12	TELECOMM INC	2,306.25	27,675.00									
					11/01/13	TELECOMM INC	2,363.91	28,366.92									
					11/01/14	TELECOMM INC	2,423.01	29,076.12									
					11/01/15	TELECOMM INC	2,483.59	29,803.08									
					11/01/17	TELECOMM INC	2,545.68	30,548.16									
					11/01/18	TELECOMM INC	2,609.32	31,311.84									
					11/01/19	TELECOMM INC	2,674.55	32,094.60									
					11/01/20	TELECOMM INC	2,741.41	32,896.92									
					11/01/22	TELECOMM INC	2,809.95	33,719.40									
					11/01/23	TELECOMM INC	2,880.20	34,562.40									
					11/01/24	TELECOMM INC	2,952.20	35,426.40									
					11/01/25	TELECOMM INC	3,026.01	36,312.12									
11/01/27	TELECOMM INC	3,101.66	37,219.92														
11/01/28	TELECOMM INC	3,179.20	38,150.40														
11/01/29	TELECOMM INC	3,258.68	39,104.16														

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM 1	38	5,310	NYG CAPITAL LLC	01/13/10 09/30/15	09/01/10	OFFICE RENT	13,039.00	15,045.00	180,540.00	ELECTRIC	317.05	2010	0.45930	2010	0.48840	135,405.00	Electric @ 105% Commencement upon substantial completion but no later than 3/25/10 & ends 5 yrs. after rent commencement. Rent commencement is 4 months after commencement day. Rent for next 60 months 180,540.00 per annum(\$15,045.00 p/m)	
					10/01/10	OFFICE RENT	15,045.00											180,540.00
COM 75	38	2,086	OAKWOOD ASSEST MGMT LLC	12/31/09 03/31/15	02/01/10	OFFICE RENT	5,736.50	5,736.50	68,838.00	ELECTRIC	40.86	10	0.18050	10	0.19190	17,209.50	Electric @ 105% One 5yr. opt @ the > FMV or @ \$33.00 sq. ft. + escalations. One year renewal notice.  First amendment: In Article 42 of the lease the landlord shall not have the right to terminate the lease in the event of an assignment or sublease by the tenant.	
					04/01/10	OFFICE RENT	5,736.50											68,838.00
COM 5	28-29	27,658	OFFICE SPACE SOLUTIONS INC.	08/08/06 05/31/17	06/01/07	OFFICE RENT	37,342.08	78,364.33	905,799.46	OPERATING EX ELECTRIC BUILDING SVCS SALES TAX	1,826.16 3,557.50 644.00 34.54	06/07	2.39300	06/07	2.54400	426,394.15	Renewal @ One 5 yr renewal@ greater of FMV or rent of \$1,023,346.00 per annum. Electric @ 105%	
					08/01/07	OFFICE RENT	71,449.83											857,397.96
					06/01/11	OFFICE RENT	78,364.33											940,371.96
					06/01/14	OFFICE RENT	85,278.83											1,023,345.96
COM 29	25	6,166	ORACLE AMERICA INC.	04/01/08 03/31/13	04/01/08	OFFICE RENT	25,691.66	27,747.00	332,964.00	ELECTRIC	1,644.63	08/09	0.53000	2008	0.56000		Renewal option- one 5yr. term @ greater of FMV or \$332,964.00 per annum. Electric @ 105% F/K/A SUN MICRO	
					04/01/10	OFFICE RENT	27,747.00											332,964.00

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM39	62	1,972	PYNE COMPANIES LTD.	12/01/98 06/30/11 <i>Out</i>	07/01/99	RENT	890.52	10,686.24	4,601.33	55,215.96	OPERATING EX ELECTRIC	805.48	98/99	0.17060	1999	0.18140		Electric @ 108%  MEMO FROM GEORGE DATED 9/2/11 INDICATES THAT PYNE INTENDS TO VACATE PREMISES WITHIN 90 DAYS.
					08/01/99	RENT	2,671.71	32,060.52				515.74						
					09/01/99	RENT	2,300.66	27,607.92										
					01/01/00	OFFICE RENT	2,300.66	27,607.92										
					05/01/01	OFFICE RENT	3,413.82											
					06/01/01	OFFICE RENT	4,601.33	55,215.96										
COM23	63	3,416	RCL ADVISORS	05/01/07 04/30/17	05/01/07	OFFICE RENT	14,518.00	174,216.00	15,372.00	184,464.00	ELECTRIC	296.81	2007	0.29550	2007	0.31420	146,034.00	Electric @ 105%
					09/01/10	OFFICE RENT	15,372.00	184,464.00										
					01/01/14	OFFICE RENT	16,226.00	194,712.00										
COM30	25		RCN BUSINESS SOLUTIONS	04/01/03 03/31/08	06/01/03	TELECOMM INC	700.00	8,400.00	850.86	10,210.32	ELECTRIC	100.00						month of month *renewal info. given to GR
					04/01/04	TELECOMM INC	735.00	8,820.00										
					04/01/05	TELECOMM INC	771.75	9,261.00										
					04/01/06	TELECOMM INC	810.34	9,724.08										
					04/01/07	TELECOMM INC	850.86	10,210.32										
COM41	33	4,132	RELAVIS CORPORATION	08/21/06 02/29/12	02/09/07	OFFICE RENT	11,363.00	136,356.00	12,396.00	148,752.00	OPERATING EX ELECTRIC	329.89	06/07	0.35740	2006	0.38010	74,376.00	security reduces by \$12,396 at the end of 2nd yr. & 3rd years to a minimum of \$49,584. Electric @105%
					07/01/09	OFFICE RENT	12,396.00	148,752.00				147.25						

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM9046		9,372	RG MICHALS	06/01/11 08/31/21	09/01/11	OFFICE RENT	25,870.83	310,449.96	25,870.83	103,483.32	ELECTRIC BUILDING SVCS	1,371.49	11/12	0.81100	2011	0.86200	FREE RENT 06/01/11-08/31/11 -TENANT PAYS 105% OF ELECTRICITY COST -PROVIDED TENANT SHALL NOT BE IN DEFAULT UNDER THE TERMS OF THE LEASE TENANT SHALL NOT BE OBLIGATED TO PAY THE BASIC RENT FOR EACH OF THE FOLLOWING MONTH: 09/01/12, 09/01/13, 09/01/14, AND 09/01/15 -LETTER OF CREDIT TO FOLLOW	
					09/01/16	OFFICE RENT	28,088.33	337,059.96				45.00						
COM3731		3,616	ROSABIANCA & ASSOCIATES PLLC	05/27/09 02/28/19	02/01/10	OFFICE RENT	5,176.47		11,149.33	133,791.96	ELECTRIC BUILDING SVCS	336.11	2010	0.31300	2010	0.33300	66,896.00	RENT COMMENCEMENT-6 months after substancial completion-8/16/09 SECURITY-L/C & ltd. guaranty of Luigi Rosabianca. l/c auto renewal not beyond 6/20/20 Electric @ 105%
					03/01/10	OFFICE RENT	11,149.33	133,791.96				30.00						
					03/01/15	OFFICE RENT	12,053.33	144,639.96										
COM4332		3,450	ROSEN GREENBERG BLAHA LLP	01/01/10 02/28/15	02/01/10	OFFICE RENT	10,925.00	131,100.00	11,500.00	137,425.00	ELECTRIC	279.39	10/11	0.29840	2010	0.31730	1/11/11 One month free rent (ART. 38.01) Electric@ 105%	
					02/01/11	OFFICE RENT	11,500.00	138,000.00										
					01/01/12	OFFICE RENT	12,075.00	144,900.00										
					01/01/13	OFFICE RENT	12,937.50	155,250.00										

*Drainage  
Tank since  
sub space  
being worked on*

### Rent Roll

For the Period September 2011

40 WALL STREET LLC

725 FIFTH AVENUE

Building No: 40WALL

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM26	bsmt	1,900	SAV CAFE INC.	04/01/97 12/31/08	03/01/98	RENT	4,000.00	48,000.00	1,000.00	12,000.00	ELECTRIC	1,816.07	97/98	0.16400			12,000.00	verbal month to month - see GR Electric @ 108%
					10/01/98	RENT	4,000.00	48,000.00										
					09/01/99	RETAIL	4,000.00	48,000.00										
					10/01/00	RETAIL	5,000.00	60,000.00										
					02/01/01	RETAIL	3,500.00	42,000.00										
					10/01/04	RETAIL	6,000.00	72,000.00										
					04/01/08	RETAIL	1,000.00	12,000.00										

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
 Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
						Charge Description	Amt Billed						Base Year	%	Base Year	%			
COM7035		8,288	SOLOMON BLUM	09/01/00 07/31/20	02/01/00	STORAGE ROOM	750.00	9,000.00	22,101.33	243,114.63	ELECTRIC	2,407.75	10/11	0.71700	2010	0.76230	116,032.00	Landlord supplies electricity on submetered basis. Tenant pays a cost plus 5%  Landlord will contribute 41,440.00 toward work cost.  The tenant will have a one 5 year option to renew at higher of (a) Fair market value, (b) or aggregate of \$290,080.00 plus escalations. A written notice is required before July 31, 2019.  As of August 1,2017 tenant has the right to cancel the lease by sending landlord written notice no later than July 31,2016. Tenant will pay 50% to landlord's unamortized portion of landlord's initial expenses.  As per George the security will be 69,412.00. Waiting on an Joint Letter of instruction for the Escrow Account.  8 Months free rent spread out over lease term every August.	
					01/01/01	OFFICE RENT	22,012.12												
					02/01/01	OFFICE RENT	26,245.33	314,943.96											
					02/01/04	OFFICE RENT	27,626.67	331,520.04											
					01/01/07	OFFICE RENT	29,091.33	349,095.96											
					08/01/10	OFFICE RENT	22,101.33	265,215.96											
					09/01/11	OFFICE RENT	22,101.33	265,215.96											
					09/01/15	OFFICE RENT	24,173.33	290,079.96											



### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
						Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM18	25		SPRINT NATIONAL LEASE MGMT.	02/01/01 01/31/16	02/01/01	TELECOMM INC	1,800.00	21,600.00	2,664.42	31,677.30	ELECTRIC	305.31						renewal option until 1/31/16 4% above prior year annual
					02/01/02	TELECOMM INC	1,872.00	22,464.00										
					02/01/03	TELECOMM INC	1,946.88	23,362.56										
					02/01/04	TELECOMM INC	2,024.75	24,297.00										
					02/01/05	TELECOMM INC	2,105.74	25,268.88										
					02/01/06	TELECOMM INC	2,189.98	26,279.76										
					03/01/07	TELECOMM INC	2,277.58	27,330.96										
					02/01/08	TELECOMM INC	2,368.69	28,424.28										
					02/01/11	TELECOMM INC	2,664.42	31,973.04										
					02/01/12	TELECOMM INC	2,770.99	33,251.88										
					02/01/13	TELECOMM INC	2,881.82	34,581.84										
					02/01/14	TELECOMM INC	2,997.09	35,965.08										
02/01/15	TELECOMM INC	3,116.97	37,403.64															
COM35	5	7,500	STAR ALLIANCE TRADING GROUP LLC	08/27/09 12/31/14	12/01/09	OFFICE RENT	10,967.74	131,612.88	20,000.00	240,000.00	ELECTRIC	1,219.94	2010	0.64900	2010	0.69000	120,000.00	Letter of credit - auto renewal not beyond 10/1/14  Lease & rent commencement is same day. (10days LL to give written notice) Lease is a 5y. term Renewal-one 5 r. extension @ fmrv or \$240,000.00 per annum (plus tax pymt & operating per sq.ft.) Eelctric @ 105%
					01/01/10	OFFICE RENT	20,000.00	240,000.00			BUILDING SVCS	90.00						

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year		
COM14	43&44	14,497	TELESTRA INC.	10/01/10 09/30/20	10/01/10	OFFICE RENT	44,699.08	536,388.96	ELECTRIC BUILDING SVCS ADMIN FEE SALES TAX	615.06	10/11	1.25400	2010	1.33300	536,389.00	Electric @ 105% L/C \$536,389.00 - auto renewal expires 11/30/15. Concurrent with the commencement date-tenant will vacate existing space on 40th floor. This date is also the rent commencement date (10 year lease). Tenant has the right to terminate lease 6 yrs after commencement by sending written notice to landlord 1 yr. prior to that date. Cancellation fee \$529,478.00. In the event of major casualty, during the last 2 years of the term of the lease tenant has the right to cancel. One 5 yr renewal option @ the higher of FMV but not less than aggregate of \$579,880.00. Notice required 1yr prior to expiration.	
					12/01/10	OFFICE RENT	44,699.08	536,388.96		1,605.00							
					10/01/15	OFFICE RENT	48,323.33	579,879.96		210.00	161.08						

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year		
COM78	30	4,384	THE CLANCY LAW FIRM, P.C.	02/02/10 02/28/17	06/01/10	OFFICE RENT	12,421.33	149,055.96	ELECTRIC BUILDING SVCS	377.60	09/10	0.37900	2010	0.40300	37,263.99	Security- \$74,528.00 to be paid as follows: 4/10-\$12,421.33; 5/10-\$12,421.33 ; 6/10-\$12,421.33 7/10- balance of \$37,263.99 in the form of a l/c.  Assignment of Lease from Clancy Financial Services to the Clancy Law Firm, P.C. as of 2/2/2011. Electric @ 105%  MISSED ONE SECURITY PAYMENT OF \$12,421.33	
					09/01/13	OFFICE RENT	13,882.91	166,594.92		15.00							
COM 4	24	28,427	THE GLOBAL ALLIANCE FOR TB DRUG DEV.	12/10/07 12/31/17	12/01/07	OFFICE RENT	56,927.99	683,135.88	ELECTRIC BUILDING SVCS	4,136.77	07/08	2.03000	2008	2.16000	862,338.75	L/C auto renewal not beyond 12/31/17 Tenant has right of first offer on 25TH floor. Electricity @ 105%	
					02/01/08	OFFICE RENT	92,882.29	1,114,587.48		45.00							
					04/01/08	OFFICE RENT	61,921.60										
					05/01/08	OFFICE RENT	92,882.34	1,114,588.08									
					01/01/11	OFFICE RENT	95,815.42	1,149,785.04									
					01/01/14	OFFICE RENT	98,748.55	1,184,982.60									
COM52	25	4,269	THE JUDGE GROUP INC.	05/09/08 05/31/18	10/01/08	OFFICE RENT	18,143.25	217,719.00	OPERATING EX ELECTRIC BUILDING SVCS	0.22	2008	0.36900	2008	0.39300	81,111.00	letter of credit- auto renewals security deposit w/b reduced after 9/10/11 \$81,111.00. 9/10/12 mimimun security \$60,833.25- right to terminate by 1/31/15 (cancellation fee 182,500.00) Electric @ 105%	
					09/01/11	OFFICE RENT	18,890.37			419.60							
					10/01/11	OFFICE RENT	19,210.50	230,526.00		30.00							
					09/01/15	OFFICE RENT	19,957.47										
					10/01/15	OFFICE RENT	20,277.75	243,333.00									

### Rent Roll

For the Period September 2011

40 WALL STREET LLC

725 FIFTH AVENUE

Building No: 40WALL

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM22	25		TIME WARNER Axs OF NYC	04/01/97	09/01/97	RENT	500.00	6,000.00	625.00	7,500.00	ELECTRIC	38.76					month to month *renewal info given to GR	
					09/01/99	TELECOMM INC	500.00	6,000.00										
					04/01/02	TELECOMM INC	625.00	7,500.00										
COM48	17	4,905	TOPEKA CAPITAL MARKETS INC.	02/11/11 06/30/21	12/01/10	OFFICE RENT	-13,488.75	-161,865.00	13,488.75	89,925.00	REAL ESTATE T BUILDING SVCS	2,537.37 15.00	10/11	0.42400	11	0.45100	118,998.00	Four month free rent  Tenant pays 105% of electricity cost  Tenant required to provide \$2,000,000.00 liability insurance coverage  As of the 3rd anniversary of the Lease Commencement Date Tenant will have the option to expand to at least 7,357 square feet.  Rent Commencement and Steps mid-month.  LC / EXPIRING 11/10/2011 AUTO RENEW FOR ONE YEAR INCREMENTS THRU 11/11/20 W/ 60 DAYS NOTICE.
					06/01/11	OFFICE RENT	8,992.50											
					07/01/11	OFFICE RENT	13,488.75	161,865.00										
					06/01/16	OFFICE RENT	14,306.30											
					07/01/16	OFFICE RENT	14,715.00	176,580.00										
COM10	36	7,981	TRADEWARE CORP. <i>cut</i>	10/23/01 12/31/11	12/01/01	OFFICE RENT	14,417.28		31,924.00	383,088.00	OPERATING EX ELECTRIC REAL ESTATE T	1,816.46 2,737.81 -28,350.00	2002	0.69040	2002	0.73410	118,446.78	Electric @ 105%
					01/01/02	OFFICE RENT	27,933.50	335,202.00										
					12/01/04	OFFICE RENT	28,963.24											
					01/01/05	OFFICE RENT	29,928.75	359,145.00										
					12/01/08	OFFICE RENT	30,958.40											
					01/01/09	OFFICE RENT	31,924.00	383,088.00										

**Rent Roll**  
For the Period September 2011

**40 WALL STREET LLC**                      725 FIFTH AVENUE  
Building No: 40WALL

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM40	37	7,884	TRADEWARE SYSTEMS CORP.	09/01/03 12/31/11	01/01/04	OFFICE RENT	9,855.00	118,260.00	22,338.00	268,056.00	OPERATING EX BUILDING SVCS SALES TAX REAL ESTATE T	753.40 175.00 14.20 10,333.39	03-05	0.68200	2004	0.72520	24,735.00	Electric @ 105%  REAL ESTATE TAX BASE AVERAGE OF 2003/04 AND 2004/05.
					07/01/04	OFFICE RENT	19,710.00	236,520.00										
					09/01/06	OFFICE RENT	21,024.00	252,288.00										
					09/01/08	OFFICE RENT	22,338.00	268,056.00										
COM24	33	5,315	TRUMP UNIVERSITY LLC	11/01/05 10/31/15	04/01/05	OFFICE RENT	4,970.00	59,640.00	18,602.50	223,230.00	OPERATING EX ELECTRIC	350.12 183.30	2005	0.45980	2005	0.48890		Electric @ 105%
					11/01/05	OFFICE RENT	15,502.08	186,024.96										
					11/01/07	OFFICE RENT	16,432.21	197,186.52										
					11/01/08	OFFICE RENT	16,923.85	203,086.20										
					11/01/09	OFFICE RENT	17,698.90	212,386.80										
					11/01/10	OFFICE RENT	18,602.50	223,230.00										
COM7	32	2,682	UBS FINANCIAL SERVICES INC.	03/01/99 02/28/14	02/01/99	RENT	0.01	0.12	8,046.00	96,552.00	ELECTRIC BUILDING SVCS	106.52 1,555.00	04/05	0.23200	2004	0.24700		landlord shall pay 20,115.00 toward painting and carpeting  PER 1ST LEASE MODIFICATION-NO R/E & OPERATING
					03/01/99	RENT	6,928.50	83,142.00										
					01/01/00	OFFICE RENT	6,928.50	83,142.00										
					03/01/02	OFFICE RENT	7,375.50	88,506.00										
					07/01/04	OFFICE RENT	8,940.00	107,280.00										
					03/01/09	OFFICE RENT	8,046.00	96,552.00										
					04/01/11	OFFICE RENT	8,046.00	96,552.00										
COM64	17	3,412	UNITED ADVISORS LLC	06/01/11 05/31/16	06/01/11	OFFICE RENT	9,525.17	114,302.04	9,525.17	66,676.19			11/12	0.29500	11	0.31400	47,625.84	ELECTRICITY: TENANT PAYS 105% OF COST
COM65	40-61	113,147	VACANT															
COM66	23,27-26	42,120	VACANT															

*out*

*out*

## Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
 Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
						Charge Description	Amt Billed						Base Year	%	Base Year	%			
COM58	22	27,212	VACANT																
COM60	21	27,288	VACANT																
COM79	18-20	62,473	VACANT																
COM25	15-18	48,888	VACANT											0.52300					
COM53	4	28,153	VACANT											2.21800					
COM12	6	36,921	VACANT											3.05200					
COM 9	33	3,689	VACANT											0.31910					
COM61	0-3	32,884	VACANT											0.76770					
COM76	30	5,433	VACANT											0.47000					
COM92	17	6,765	VACANT											0.58500					

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

205,586 5/14

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
						Charge Description	Amt Billed						Base Year	%	Base Year	%		
COM72	16	5,772	X O COMMUNICATIONS LC	03/05/10 03/31/22	01/01/11	OFFICE RENT	44,824.32		51,465.00	610,939.32	ELECTRIC BUILDING SVCS SALES TAX	1,217.95 478.00 37.10	2010	1.78100	2010	1.89400	463,185.00	Electric @ 105%  L/C with auto-renewals-reduces by \$102,930 at the end of 1st & 2nd yr & add'l \$54,465 @ the end of 3rd yr. Waiting for amendment from bank for the consent of the beneficiary reducing the letter of credit by \$102,930. Landlord will consent to the amendment if all charges for rent and additional rent have been paid.  Renewal @One 5 yr. ext. for 10,000 sq. ft or more at FMVR or \$205,860. One yr. notice required. Tenant has the right to terminate lease after 7yrs. Tenant liable for unamortized of porton of landlords expenses.  Tenant to reimb. landlord for lesser of 50% of cost of plans or \$19,000 Rent concession 1/1/12, 1/1/13, 1/1/14 & 1/1/15
					02/01/11	OFFICE RENT	51,465.00	617,580.00										
					02/01/15	OFFICE RENT	56,611.50	679,338.00										
					01/01/19	OFFICE RENT	61,758.00	741,096.00										

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
 Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Rent Steps			Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
					Effect. Date	Charge Description	Amt Billed					Annual Base Rent	Base Year	%	Base Year			%
COM175		6,288	XCITEK SOLUTIONS PLUS LLC	06/01/10 10/31/20	02/01/11	OFFICE RENT	2,395.44	28,745.28	16,768.00	170,075.44	ELECTRIC	380.91	10/11	0.54390	10/11	0.57840	83,840.00	The lease will commence on the date the work has been substantially completed and possession is delivered or 10/1/10 and to end ten years after commencement date. Substantial completion 10/25/10.  Rent commencement 4 mos. after the commencement date. Next 5 years 201,216.00 (16,768.00 per mo.) Bal. of Term 220,080.00 (18,340.00 per mo.)  Tenant has rights on the 7th anniversary of lease commencement to terminate lease with 12 months prior written notice. Cancellation fee 46,331.00.  ICIP, Tax, & Energy Abatements: Tenant's share of saving shall be .5439%.  NEW L/C: EXPIRY DATE JUNE 8, 2012 -IN THE EVENT THAT TENANT PERFORMS ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE ON TENANT'S PART TO BE KEPT, OBSERVED & PERFORMED, THEN COMMENCING AS OF THE END OF
					03/01/11	OFFICE RENT	16,768.00	201,216.00										
					11/01/16	OFFICE RENT	18,340.00	220,080.00										



### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes	
						Charge Description	Amt Billed						Base Year	%	Base Year	%			
																			THE 1ST YEAR OF THE LEASE, THE SECURITY AMOUNT SHALL BE REDUCED BY \$16,768.00 FOR THAT YEAR & FOR EACH OF THE NEXT 2 YEARS THEREAFTER, BUT IN NO EVENT SHALL THE SECURITY AMOUNT BE LESS THAN \$50,304.00.
COM55	25		XO COMMUNICATION SERVICES INC.	11/01/99 01/31/15	11/01/99	TELECOMM INC	750.00	9,000.00	1,250.00	15,000.00	ELECTRIC	40.13							THIRD EXTENSION to the first amendment- One 5yr option @ \$18,000.00 annual - written notice by 2/1/14
					12/01/99	TELECOMM INC	1,000.00	12,000.00											
					04/01/10	TELECOMM INC	1,250.00	15,000.00											
COM54	25		YIPES ENTERPRISES SERVICES INC.	09/01/03 08/31/10	09/01/03	TELECOMM INC	500.00	6,000.00	670.04	8,040.48									MONTH TO MONTH
					09/01/04	TELECOMM INC	525.00	6,300.00											
					09/01/05	TELECOMM INC	551.25	6,615.00											
					09/01/06	TELECOMM INC	578.81	6,945.72											
					09/01/07	TELECOMM INC	607.75	7,293.00											
COM38	27	3,954	ZAREMBA BROWNELL & BROWN PLLC	01/27/10 01/31/25	11/01/10	OFFICE RENT	1,153.23		11,532.50	138,390.00	ELECTRIC	391.62	2010	0.34200	2010	0.36400	69,195.00	Letter of credit auto renewal but not beyond 11/30/24 Security reduces @ end of yr.3 .by \$11,532.50 & similar amt. by end of yr. 5 but not be less then \$46,130.00 Renewal-One 5 yr. extension @ greater of FMV or \$162,114.00. Electric @ 105%	
					12/01/10	OFFICE RENT	11,532.50	138,390.00			BUILDING SVCS	1,860.00							
					12/01/15	OFFICE RENT	12,521.00	150,252.00			ADMIN FEE	228.75							
					12/01/20	OFFICE RENT	13,509.50	162,114.00			SALES TAX	184.05							

### Rent Roll

For the Period September 2011

**40 WALL STREET LLC**  
Building No: 40WALL

725 FIFTH AVENUE

Unit No	Floor No	Square Feet	Tenant	Lease Terms	Effect. Date	Rent Steps		Annual Base Rent	Monthly Rent	Annualized Rent 01/11-12/11	Other Charges	Amt Billed	R/E Tax		Operating Esc.		Security Deposit	Notes
						Charge Description	Amt Billed						Base Year	%	Base Year	%		
COM81	27	2,106	ZAREMBA BROWNELL & BROWN PLLC	06/16/11 01/31/25	04/01/12	OFFICE RENT	2,252.25	27,027.00					2011	0.18200	2011	0.19400	36,855.00	RENEWAL OPTIONS: ONE 5 YEAR EXTENSION AT HIGHER OF FAIR MARKET RENTAL VALUE OR NOT LESS THAN THE AGGREGATE OF 86,346.00. NOTICE REQUIRED ONE YEAR PRIOR TO THE EXPIRATION DATE.  FREE RENT 1ST 10 MONTHS  NEXT 5 YEAR 73,710.00 ( 6142.50 P/M)  SECOND 5 YEAR 80,028.00 (6669.00 P/M)  BALANCE OF TERM 86,346.00 ( 7195.50 P/M)  ELECTRICITY: TENANT PAYS 105% OF COST  AT THE END OF THE THIRD YEAR THE LEASE THE SECURITY AMOUNT WILL BE REDUCE BY 6142.50 AND FOR A SIMILAR AMOUNT AT THE END OF THE FIFTH YEAR THE LEASE. THE SECURITY AMOUNT WILL NOT BE LESS THAN 24,750.00
					05/01/12	OFFICE RENT	6,142.50	73,710.00										
					05/01/17	OFFICE RENT	6,669.00	80,028.00										
					05/01/22	OFFICE RENT	7,195.50	86,346.00										

**Rent Roll**  
 For the Period September 2011

Occupied Sq. Ft.: 750,607  
 Vacant Sq. Ft.: 434,973  
 Total Sq. Ft.: 1,185,580

Total Annualized Rent: 19,790,924.54

Building Totals		
Charge Code	Charge Description	Total Billed
3	BRONZE MAINT.	180.00
4	REAL ESTATE TX	-15,479.24
7	ELECTRIC	96,999.73
11	SALES TAX	1,382.17
13	SECURITY DEP.	5,000.00
15	STORAGE ROOM	340.00
37	RETAIL	9,671.67
43	SUBLEASE RENT	6,357.29
46	TELECOMM INC	16,745.28
51	OFFICE RENT	1,808,489.56
56	ADMIN FEE	877.10
69	BUILDING SVCS	36,965.32
71	OPERATING EXP.	86,418.51
	<b>Building Totals</b>	<b>2,053,947.39</b>

**Rent Roll**  
For the Period September 2011

<b>Company Totals</b>		
<b>Charge Code</b>	<b>Charge Description</b>	<b>Total Billed</b>
3	BRONZE MAINT.	180.00
4	REAL ESTATE TX	-15,479.24
7	ELECTRIC	96,999.73
11	SALES TAX	1,382.17
13	SECURITY DEP.	5,000.00
15	STORAGE ROOM	340.00
37	RETAIL	9,671.67
43	SUBLEASE RENT	6,357.29
46	TELECOMM INC	16,745.28
51	OFFICE RENT	1,808,489.56
56	ADMIN FEE	877.10
69	BUILDING SVCS	36,965.32
71	OPERATING EXP.	86,418.51
	<b>Grand Totals</b>	<b>2,053,947.39</b>