

the transferring Landlord with respect to, any liabilities or obligations of Landlord which accrued, or relate to any period of time, prior to the date of such transfer, assignment or conveyance.

8.3 Intentionally Omitted.

ARTICLE IX
PURCHASE AND SALE

9.1 Tenant's Right of First Refusal to Purchase. If at any time during the Initial Term of this Lease, Landlord shall receive a bona fide offer (a "Third Party Offer") from a third party (other than a purchaser making a bid at any sale incidental to the exercise of any remedy provided for in any mortgage encumbering the Building or the Property, or a proposed transaction with an Affiliate of Landlord) to purchase a the Building, which Third Party Offer is in all respects acceptable to Landlord, and if at the time Landlord receives such Third Party Offer, no Event of Default has occurred hereunder and shall be continuing and the herein named Tenant, or its Affiliates, shall remain in possession of at least thirty-five percent (35%) of the Net Rentable Area of the Building, then Landlord shall notify Tenant of such Third Party Offer. If both of the conditions enumerated in the previous sentence shall be satisfied, Landlord shall notify Tenant of such Third Party Offer and for a period of twenty (20) days after such notice is sent by Landlord, Tenant shall have the exclusive right to accept Landlord's offer to purchase Landlord's interest in the Building upon the terms and conditions set forth in the Third Party Offer. Tenant shall exercise such right of first refusal, if at all, by delivering its written purchase offer to Landlord within said twenty (20) days after the date of Landlord's notice. Such purchase shall occur not later than sixty (60) days following Tenant's acceptance of Landlord's offer. On the date of such purchase, Landlord shall convey and assign to Tenant, or its designee, Landlord's interest in the Building in consideration of payment of the sale price therefor, in accordance and upon compliance with the terms and conditions of the Third Party Offer, and this Lease shall terminate. If Tenant fails to accept Landlord's offer within such twenty (20) day period, then Landlord shall be free to sell the Building for a period of nine (9) months thereafter on the same economic terms and conditions (or on different terms more favorable to Landlord, as seller) without offering the Building to Tenant. If Landlord does not convey its interest in the Building within such nine (9) month period, then Tenant's rights pursuant to this paragraph shall be reinstated. In no event shall the right of first refusal provided in this Section 9.1 apply to any foreclosure of the Building or the Property or the delivery of any deed-in-lieu of foreclosure and such right of first refusal shall terminate and be of no further force or effect upon and following a foreclosure or the delivery of a deed-in-lieu of foreclosure.

9.2 Right of First Offer on Sale.

(a) During the Term, so long as no Event of Default shall have occurred hereunder and be continuing, and for so long as the herein named Tenant, or its Affiliates, shall remain in possession of at least thirty-five percent (35%) of the Net Rentable Area of the Building (together, the "ROFO Eligible Conditions"), Tenant shall have the right of first offer to purchase the Building should Landlord determine to sell it, as more fully provided below. In no event shall the right of first offer provided in this Section 9.2 apply to any foreclosure of the Building or the delivery of any deed-in-lieu of foreclosure and such right of first offer shall terminate and

be of no further force or effect upon and following a foreclosure or the delivery of a deed-in-lieu of foreclosure.

(b) For so long as the ROFO Eligible Conditions persist, Landlord shall notice Tenant as to the offer price as well as other economic terms upon which Landlord wishes to sell the Building, specifying the last date upon which Landlord will agree to make settlement on such sale. Tenant shall have thirty (30) days following Landlord's delivery of such notice within which to respond to such notice. If Tenant does not accept Landlord's offer within such thirty (30) day period, Tenant's rights under this Section shall lapse and Landlord shall thereafter be free to market and sell the Building upon the same economic terms and for the price stated in the offer for a period of nine (9) months; provided that if Landlord fails to execute a definitive agreement to sell the Building within nine (9) months following the date of Landlord's original notice to Tenant or, within such nine (9) month period, Landlord desires to sell the Building for a purchase price or on economic conditions that are less than the offer price and conditions previously identified to Tenant, Landlord shall re-offer the Building to Tenant as set forth above.

ARTICLE X EXPANSION RIGHTS

10.1 Intentionally Omitted.

10.2 Tenant Expansion Notices. If Tenant shall desire to lease available space at the Property Tenant shall notify Landlord of such interest (any such notification, a "Tenant's Expansion Notice") and identify (a) the approximate Net Rentable Area of the expansion space desired by Tenant, (b) the date by which Tenant desires to occupy the expansion space and (c) whether Tenant is committing, in advance of receiving the Landlord Expansion Response, to lease the space identified in the Tenant Expansion Notice if and when available (any such space, "Pre-Committed Space") subject to Tenant's acceptance of Landlord's determination of the Fair Market Rental Value of such Pre-Committed Space.

10.3 Landlord Expansion Response. Landlord shall, within fifteen (15) days following Landlord's receipt of a Tenant Expansion Notice notify Tenant (any such notification, a "Landlord Expansion Response") if the space identified in Tenant's Expansion Notice is available for leasing and, if so, (a) the location, approximate Net Rentable Area and configuration of the potential expansion space, (b) the date by which Landlord anticipates that the potential expansion spaces will become available and (c) Landlord's opinion of the Fair Market Rental Value of the available potential expansion space. If no potential expansion space that satisfies Tenant's criteria is available, the Landlord Expansion Response shall so state.

10.4 Expansion Space Leases. Tenant shall have the right and option ("Expansion Rights") to lease all or a portion of the available space identified in the Landlord Expansion Response for a term of five (5) years, plus renewals on the following terms and conditions. Tenant shall exercise an Expansion Right by written reply to a Landlord Expansion Response (any such timely reply, an "Expansion Space Acceptance") within fifteen (15) days after receipt of the Landlord Expansion Response, which shall specify, with particularity, (a) the location, approximate Net Rentable Area and configuration of the space described in the Landlord Expansion Response that Tenant desires to lease, and (b) whether Tenant agrees with Landlord's