

Outline of Proposed 200 5th Avenue Restructure

This outline serves as a response and counter proposal to MEPT 200 Fifth Avenue Lender LLC's (the "Mezzanine Lender," the credit facility provided by the Mezzanine Lender, the "Mezzanine Loan") May 1st restructure proposal to Landesbank Hessen-Thüringen Girozentrale ("Helaba") and DekaBank Deutsche Girozentrale ("Deka," and together with Helaba, the "Senior Lenders," the credit facility provided by the Senior Lenders, the "Senior Loan"). The outline is intended as a proposal only and not a commitment to restructure, either express or implied, by any Lender. Any restructure of the obligations of 200 Fifth Avenue Owner LLC (the "Borrower", and together with its affiliates, the "Sponsor") to the Senior Lenders and the Mezzanine Lender (the Senior Lenders and the Mezzanine Lender, together, the "Lenders," and such obligations, collectively, the "Loans") will be subject to (i) credit approval by all Lenders and the Sponsor, (ii) approval of the unsecured creditor's committee and the Bankruptcy Court in connection with the LBHI Bankruptcy proceeding and (iii) documentation satisfactory to the Lenders and the Sponsor in all respects, and will include but not be limited to the following terms and conditions:

- The Loans will be modified on or about December 16, 2009 ("Modification Date").
- The Senior and Mezzanine Loans will be modified to extend the maturity dates of each facility to three years from the Modification Date (the "Maturity Date"). The Borrower may qualify for two one-year extensions of the Maturity Date subject to the conditions set forth herein.
- Any amounts advanced by the Senior Lenders through November 20, 2009 shall be treated as advances under the Senior Loan, and any amounts advanced by the Senior Lenders thereafter shall be treated as advances under the Pari-Passu Loan. Interest accrued on the Senior Loan up to the Modification Date (at LIBOR + 3%) and interest accruing on the Senior Loan from and after the Modification Date (at LIBOR + 4%) shall be added to and become part of the Senior Loan. Interest accruing on the Pari Passu Loan (at 10%) shall be added to and become part of the Pari Passu Loan.
- Pari-Passu Loan: Tranche A – The Mezzanine Lender will elect on or before the date this term sheet is executed, in a notice delivered to the Senior Lenders and the Sponsor, as to whether the Mezzanine Lender will participate or not participate in the Pari-Passu Loan. If the Mezzanine Lender elects to participate in the Pari-Passu Loan, then the Senior Lenders, the Mezzanine Lender and the Sponsor (collectively, the "Tranche A Lenders") will fund ratably up to an additional \$98,500,000, based upon the following percentages and up-to the following maximum amounts. The Pari-Passu Loan will be funded in accordance with a budget and on a schedule mutually agreeable to all Pari-Passu Lenders. If the Mezzanine Lender does not elect to participate in the Pari-Passu Loan, then the Senior Lenders and Sponsor will fund such amounts based upon the following percentages and in the following maximum amounts. If the Mezzanine

Lender does not elect to participate in the Pari-Passu Loan, then all references in this Term Sheet to the Mezzanine Lender as a Pari-Passu Lender shall be disregarded.

Lender	Funding Percentages w/ Mezzanine Lender	Maximum Loan Amount w/ Mezzanine Lender	Funding Percentages w/o Mezzanine Lender	Maximum Loan Amount w/o Mezzanine Lender
Deka	21.00%	\$ 20,685,000	33.33%	\$ 32,800,500
Helaba	21.00%	\$ 20,685,000	33.33%	\$ 32,800,500
Mezzanine Lender	29.00%	\$ 28,565,000	N/A	N/A
Sponsor	<u>29.00%</u>	<u>\$ 28,565,000</u>	<u>33.34%</u>	<u>\$ 32,899,000</u>
Total	100.00%	\$ 98,500,000	100.00%	\$ 98,500,000

All advances made under the Pari-Passu Loan will be subordinate only to amounts payable pursuant to the Senior Loan on the Modification Date provided that the Senior Lenders, Mezzanine Lender (if applicable) and the Sponsor, at all times, satisfy their funding obligations pursuant to the Pari-Passu Loan. The failure of any Pari-Passu lender (collectively, the "Pari-Passu Lenders") to fund its pro rata share of the Pari-Passu Loan in accordance with the terms of the agreement will cause the entire amount funded by such Pari-Passu Lender pursuant to the Pari-Passu Loan to lose its *pari-passu* payment priority with the amounts funded by any other Pari-Passu Lender who did not fail to fund its/their pro rata shares of the Pari-Passu Loan, and the entire amount funded pursuant to the Pari-Passu Loan by such non-funding Pari-Passu Lender shall be repaid only after repayment of the Pari-Passu Loan amounts funded by such other Pari-Passu Lenders (together with all accrued and unpaid interest thereon); provided that no Pari-Passu Lender shall be deemed to fail to fund its pro rata share of the Pari-Passu Loan to the extent such Pari-Passu Lender pre-funded such amount in accordance with the terms hereof. Tranche B (Accordion) – The Borrower may, in its sole and absolute discretion, and by written notice to each Pari-Passu Lender, request that the Pari-Passu Loan amount be increased by up to \$35,000,000 to fund permitted uses under the Senior and Mezzanine Loan Agreements so long as no event of default under the Senior Loan or the Pari-Passu Loan shall have occurred and be continuing immediately prior to or after giving effect to such new loan. The Senior Lenders shall have the sole and exclusive authority to approve the funding of this additional loan. If the Senior Lenders agree to fund this additional loan, the amount of such loan will be treated as Tranche B of the Pari-Passu Loan (the "Tranche B Loan"). All Tranche A Lenders may participate in the Tranche B Loan in pro rata amounts at least equal to their shares of the Tranche A loan (such participants in Tranche B Loan, the "Tranche B Lenders"). If a Tranche A Lender declines to fund its portion of the Tranche B Loan, such lender will be deemed to have consented to such funding by the other Tranche A Lenders. All amounts payable pursuant to the Tranche B Loan will be repaid prior to repayment of the Tranche A Loan. Interest may be paid currently on both the Tranche B Loan and Tranche A Loan

in accordance with the other terms hereof prior to the occurrence and continuation of an event of default under the Senior Loan.

- Senior Lenders, as Pari-Passu Lenders, shall fund any draw request properly submitted by the Borrower in accordance with and for the purposes set forth in the loan documents and such funding shall occur contemporaneously with the release of funds deposited in escrow by the Mezzanine Lender (if applicable) and the Sponsor, as Pari-Passu Lenders, as described in the immediately following three sections. In the event that Senior Lenders, as Pari-Passu Lenders, do not reasonably approve a properly submitted draw request by the Borrower then the Mezzanine Lender (if applicable) and/or the Sponsor, as Pari-Passu Lenders, shall have the right to approve such draw request and cause the release of funds from escrow in an amount sufficient to fund such draw request in full.
- If Mezzanine Lender does not elect to participate in the Pari-Passu Loan, Senior Lenders and Borrower shall nevertheless notify Mezzanine Lender of each advance of the Pari-Passu Loan, including the amount of such advance and the purposes for which such funds were used.
- The Mezzanine Lender's funding obligation pursuant to the Pari-Passu Loan (if the Mezzanine Lender elects to be a Pari-Passu Lender as described above) shall be fully funded on the Modification Date by either (i) depositing the funds in escrow with Helaba, as Administrative Agent for the Pari-Passu Loan, pursuant to escrow documents reasonably satisfactory to all parties; or (ii) by means of a letter of credit in favor of Helaba as Administrative Agent for the Pari-Passu Loan, in form and substance and from an issuer acceptable to the Senior Lenders. In either event and notwithstanding anything to the contrary contained herein, any such funds shall only be released from escrow in connection with the funding of draws permitted to be made by the Borrower under the Pari-Passu Loan and only to the extent each of the other Pari-Passu Lenders shall have advanced their portion of such draws as well unless the Mezzanine Lender otherwise agrees to the release of such funds in its sole discretion. Until any such cash deposited is released in accordance with the foregoing, such funds shall be invested by Helaba in a mutually satisfactory permitted investment (to be defined in the definitive documents) with the interest thereon to be paid to the Mezzanine Lender as it is received. Any funds which have not been released in accordance with the foregoing as of the Maturity Date shall be immediately returned to the Mezzanine Lender by Helaba in all events. Helaba shall first withdraw funds deposited into escrow pursuant to clause i) above prior to making a draw on any letter of credit provided under clause ii) above. As long as the entire funding obligation is provided for by the options described in clauses i) and ii) above, the Mezzanine Lender shall, in its sole and absolute discretion, determine the portion of such funding obligations which will be provided for under each such option.
- The Sponsor's funding obligation pursuant to the Pari-Passu Loan shall be fully funded on the Modification Date by either (i) depositing the funds in escrow with

Helaba, as Administrative Agent for the Pari-Passu Loan, pursuant to escrow documents reasonably satisfactory to all parties; or (ii) by means of a letter of credit in favor of Helaba as Administrative Agent for the Pari-Passu Loan, in form and substance and from an issuer acceptable to the Senior Lenders. In either event, and notwithstanding anything to the contrary contained herein, any such funds shall only be released from escrow in connection with the funding of draws permitted to be made by the Borrower under the Pari-Passu Loan and only to the extent each of the other Pari-Passu Lenders shall have advanced their portion of such draws as well unless the Sponsor otherwise agrees to the release of such funds in its sole discretion. Until any such cash deposited is released in accordance with the foregoing, such funds shall be invested by Helaba in a mutually satisfactory permitted investment (to be defined in the definitive documents) with the interest thereon to be paid to the Sponsor as it is received. Any funds which have not been released in accordance with the foregoing as of the Maturity Date shall be immediately returned to the Sponsor by Helaba in all events. Helaba shall first withdraw funds deposited into escrow pursuant to clause i) above prior to making a draw on any letter of credit provided under clause ii) above. As long as the entire funding obligation is provided for by the options described in clauses i) and ii) above, the Sponsor shall, in its sole and absolute discretion, determine the portion of such funding obligations which will be provided for under each such option.

- All existing defaults under the Loans, including, without limitation, any defaults under the existing intercreditor agreement (the "Intercreditor Agreement") between the Senior Lenders and the Mezzanine Lender, will be deemed to have been waived by the Lenders as of the Modification Date and the Loans will be reinstated to good standing. The Senior Loan and Mezzanine Loan documents shall be revised, as necessary or appropriate, to reflect the fact that the Loans will no longer be construction loans but fully-funded term loans. The Borrower and mezzanine borrower will release any claims they may have against the Lenders and any officers, directors, employees and agents of the Lenders, as of the Modification Date. In the event of an Event of Default under the Mezzanine Loan agreement by the mezzanine borrower, the Mezzanine Lender may exercise its remedies and become the owner of the Borrower, subject to and in accordance with the terms and conditions of the Intercreditor Agreement, and the Borrower will continue to be obligated to repay the Senior Loan and the Pari-Passu Loan after the ownership change. The Intercreditor Agreement between the Senior Lenders and the Mezzanine Lender shall be amended to reflect the rights of the Pari-Passu Lenders with respect to the Pari-Passu Loan and the collateral securing the Pari-Passu Loan.
- Mezzanine Lender shall have those rights vis a vis the Pari Passu Loan that it has vis a vis the Senior Loan in the Intercreditor Agreement, including the right to approve any modifications, supplements or amendments to the Senior Loan Documents, or the Pari Passu Loan documents, that results in increasing the interest rate, increasing the principal amount or shortening the maturity date. Notwithstanding the foregoing, upon notice to Mezzanine Lender but without the

approval of Mezzanine Lender, (a) the Pari Passu Lenders and Borrower may extend the maturity date of the Pari Passu Loan, and (b) the Senior Lenders and Borrower may extend the maturity date of the Senior Loan.

- The Intercreditor Agreement shall also be amended to include the right of any Pari-Passu Lender to buyout the Senior Loan at par plus accrued interest and all other amounts that the Mezzanine Lender would have to pay the Senior Lenders to purchase the Senior Loan pursuant to the terms of the Intercreditor Agreement at such time, at any time before the Senior Lender completes a foreclosure on the Property, provided that (i) any Pari-Passu Lender desiring to exercise such buyout right must first provide the other Pari-Passu Lenders with 15 business days' prior written notice, and (ii) the other Pari-Passu Lenders have 5 business days after receipt of such notice to elect to participate in the buyout of the Senior Loan on a pro rata basis according to each Pari-Passu Lender's Funding Percentage.
- All existing guaranties relating to the Loans (other than the joinders executed by LBHI with respect to the Senior Loan (together, the "Joinder")) will be terminated on the Modification Date, provided, that the Joinder will be modified to provide that it terminates upon any Pari-Passu Lender or the Mezzanine Lender taking control of, or completing the foreclosure of its interest in, the Mortgage Borrower or the Mezzanine Lender or Senior Lenders taking control of their collateral or completing foreclosure proceedings. LBHI will assume the Joinder as a post-petition obligation in its bankruptcy case.
- LBHI and L&L Holding Company LLC ("L&L") shall enter into a nonrecourse guaranty (the "Nonrecourse Guaranty") in favor of Mezzanine Lender in connection with the Mezzanine Loan that is substantially similar to the non-recourse guaranty that was previously provided to Mezzanine Lender by L&L and Property Asset Management Inc.; provided that, the guarantors under the Nonrecourse Guaranty will have no liability for transfer taxes associated with a foreclosure of the Mezzanine Loan, and no further liability for any action or inaction that first occurs after the Senior Lenders or any Pari-Passu Lender completes its foreclosure proceedings or otherwise takes control of the Property or the Mezzanine Lender completes its foreclosure proceedings against the Mezzanine Loan collateral or otherwise takes control of the Borrower. LBHI will assume the Nonrecourse Guaranty as a post-petition obligation in its bankruptcy case. LBHI and L&L shall be jointly and severally liable under the Nonrecourse Guaranty; provided that, (a) LBHI shall have no liability for a prohibited transfer by L&L of its direct or indirect membership interest in Mezzanine Borrower so long as (i) LBHI does not collude or cooperate with or otherwise affirmatively consent to such transfer, and (ii) upon request by Mezzanine Lender, LBHI shall use commercially reasonable efforts to enforce its contractual remedies against L&L on account of such transfer and shall use commercially reasonable efforts to cooperate with Mezzanine Lender's efforts to enforce its legal remedies against L&L on account of such transfer; (b) LBHI shall have no liability for L&L's intentional or bad faith interference with a sale of the Property directed by

Mezzanine Lender as described below so long as (i) LBHI does not collude or cooperate with or otherwise affirmatively consent to such interference, and (ii) upon request by Mezzanine Lender, LBHI shall use commercially reasonable efforts to enforce its contractual remedies against L&L on account of such interference and shall use commercially reasonable efforts to cooperate with Mezzanine Lender's efforts to enforce its legal remedies against L&L on account of such interference; (c) L&L shall have no liability for a prohibited transfer by LBHI of its direct or indirect membership interest in Mezzanine Borrower so long as L&L does not collude or cooperate with or otherwise affirmatively consent to such transfer; and (d) L&L shall have no liability for LBHI's intentional or bad faith interference with a sale of the Property directed by Mezzanine Lender as described below so long as (i) L&L Holding Company does not collude or cooperate with or otherwise affirmatively consent to such interference.

- Notwithstanding anything to the contrary herein, all legal fees and other costs paid or incurred by Mezzanine Lender in the enforcement of the Nonrecourse Guaranty shall be reimbursed 100% to Mezzanine Lender after level 8 of the waterfall, and prior to any distributions at levels 9 or 10. The Senior Lenders and Mezzanine Lender shall release LBHI from any further liability under the Joinder and Nonrecourse Guaranty, as applicable, if LBHI's successor in interest following LBHI's emergence from its chapter 11 bankruptcy (provided that such successor in interest is acceptable to the Senior Lenders and Mezzanine Lender, as applicable, in their reasonable discretion) shall execute the Joinder and Nonrecourse Guaranty in substitution of LBHI. Notwithstanding anything herein to the contrary, in no event shall David Levinson or Robert Lapidus be deemed to be part of the "Sponsor" or otherwise have any personal liability under any guaranty, indemnity, funding obligation or any other obligation in connection with the Senior Loan, the Pari Passu Loan or the Mezzanine Loan.
- For the avoidance of doubt and notwithstanding anything to the contrary contained herein, if and so long as the Property is not under binding contract for sale at the direction of Senior Lenders as permitted herein, the Sponsor or Mezzanine Lender (via a mechanism in the Intercreditor Agreement) may, at any time, before, on or after the Maturity Date (but before Senior Lenders complete a foreclosure or sale of the Property), elect to purchase, prepay or repay the Senior Loan and the Pari-Passu Loan, at a price equal to the then outstanding principal amount of such loans to be repaid plus accrued interest and all other amounts due to the affected lenders pursuant to the terms of the relevant credit agreements and other loan documents and to provisions of applicable law, if any (the "Senior Par Payoff Amount"). In addition, and notwithstanding anything to the contrary contained herein, if and so long as the Property is not under binding contract for sale at the direction of Mezzanine Lender or Senior Lenders as permitted herein, the Sponsor may, at any time, before, on or after the Maturity Date (but before the Mezzanine Lenders complete a foreclosure of the Mezzanine Loan collateral or Senior Lenders complete a foreclosure of the Property), elect to purchase, prepay or repay the Senior Loan, the Pari-Passu Loan and the Mezzanine Loan, at a price equal to the then outstanding principal

amount of such loans to be repaid plus accrued interest and all other amounts due to the affected lenders pursuant to the terms of the relevant credit agreements and other loan documents and to provisions of applicable law, if any (the "Senior Plus Mezz Par Payoff Amount").

- At any time on or after the Maturity Date, which may be extended in accordance with the terms hereof, the Senior Lenders may elect, at their sole discretion, to initiate a sale of the Property (including all real and personal property related thereto) on commercially reasonable market terms.
- The Mezzanine Lender shall provide Senior Lenders with a guaranty from an entity reasonably acceptable to Senior Lenders to guaranty Mezzanine Lender's obligation to cooperate with the Senior Lenders' disposal of the Property, as provided for above. Failure of Mezzanine Lender to cooperate will also result in a subordination of the Mezzanine Lender's interests in the Pari Passu Loan, if applicable, to the interests of the other lenders in the Pari Passu Loan. The Sponsors shall guaranty the Borrower's and the mezzanine borrower's cooperation in connection with the Senior Lenders' disposal of the Property, as provided for above; provided that in no event shall Messrs. Levinson or Lapidus have any personal obligation to provide any such contractual assurance. Failure to cooperate will result in a subordination of the Sponsors' interests in the Pari-Passu Loan to the interests of the other lenders in the Pari-Passu Loan.
- As conditions precedent to the closing of the subject modifications and extension (i) each Sponsor, including, without limitation, LBHI and L&L, will execute a guarantee which will provide that the Senior Loan shall be recourse to such person or entity should such person or entity intentionally and in bad faith impede the sale of the Property, as provided for above after the Maturity Date; provided that in no event shall Messrs. Levinson or Lapidus have any personal obligation to provide any such contractual assurance (ii) the Borrower will provide Senior Lenders with a consent to judgment of foreclosure and sale of the Property which the Senior Lenders will hold in escrow to be released if the Sponsor intentionally and in bad faith interferes with the Senior Lenders in the sale of the Property as provided for above after the Maturity Date; and (iii) the Borrower will execute and deliver to Helaba, as Administrative Agent for the Senior Lenders, a limited power of attorney (the "LPA") in favor of Helaba, as Administrative Agent for the Senior Lenders. The LPA will permit Helaba to execute any necessary and appropriate documents on the Borrower's behalf related to the management, leasing and/or sale or other transfer of the Property if the Borrower intentionally and in bad faith impedes the sale of the Property as provided for above after the Maturity Date.
- Commencing on that date which is four (4) months prior to the Maturity Date (as may be extended in accordance with the terms hereof), Mezzanine Lender may elect, in its sole discretion, to initiate and compel closing of a sale of the Property (including all real and personal property related thereto) at a price sufficient to repay the Senior and Pari-Passu Loans at their Senior Par Payoff Amount and

otherwise on commercially reasonable market terms. Sponsor, Borrower and mezzanine borrower shall cooperate in connection with Mezzanine Lender's disposal of the Property as provided in this paragraph above; provided that such cooperation shall not expose mezzanine borrower or Sponsor (other than Borrower) to any out-of-pocket expense or cost (unless reimbursed by Mezzanine Lender) or to any liability. The guarantors under the Nonrecourse Guaranty shall guaranty such cooperation, and in the event that any guarantor, Sponsor, Borrower, mezzanine borrower or any of their affiliates intentionally and in bad faith impedes the sale of the Property by Mezzanine Lender as provided above, then (a) the Mezzanine Loan shall mature, (b) the Mezzanine Loan shall become full recourse to the guarantors under the Nonrecourse Guaranty (provided that the Mezzanine Loan shall not become full recourse to LBHI on account of L&L's intentional or bad faith interference with a sale of the Property directed by Mezzanine Lender as provided above so long as (i) LBHI does not collude or cooperate with or otherwise affirmatively consent to such interference, and (ii) upon request by Mezzanine Lender, LBHI shall use commercially reasonable efforts to enforce its contractual remedies against L&L on account of such interference and shall use commercially reasonable efforts to cooperate with Mezzanine Lender's efforts to enforce its legal remedies against L&L on account of such interference; and provided further that, the Mezzanine Loan shall not become full recourse to L&L on account of LBHI's intentional or bad faith interference with a sale of the Property directed by Mezzanine Lender as provided above so long as L&L does not collude or cooperate with or otherwise affirmatively consent to such interference), and (c) the escrowed assignment of membership interest and the LPA in favor of Mezzanine Lender described in the next paragraph shall be released and activated to facilitate the foreclosure of the mezzanine collateral by the Mezzanine Lender. In the event that a bona fide contract for sale of the Property in an arm's length transaction at a commercially reasonable market price initiated by Mezzanine Lender as described in this paragraph has been fully executed but is not closed as of the Maturity Date, then Senior Lenders and Pari-Passu Lenders will refrain from exercising any remedies under their respective loan documents for a period of up to sixty (60) days after the Maturity Date in order to allow such sale to close. Notwithstanding anything to the contrary contained herein, (a) any net proceeds received by the Mezzanine Lender in connection with any such sale shall be distributed in accordance with the waterfall below, and (b) any net proceeds received from a sale following a foreclosure or assignment in lieu of foreclosure of the Mezzanine Loan shall be distributed in accordance with the waterfall below.

- As conditions precedent to the closing of the subject modifications and extension (i) the Nonrecourse Guaranty will also provide that the Mezzanine Loan shall be recourse to each guarantor thereunder should any guarantor, Sponsor, Borrower, mezzanine borrower or any of their affiliates intentionally and in bad faith interfere with a sale of the Property directed by Mezzanine Lender as described in the preceding paragraph (provided that the Mezzanine Loan shall not become full recourse to LBHI on account of L&L's intentional or bad faith interference with a sale of the Property directed by Mezzanine Lender so long as (A) LBHI does

not collude or cooperate with or otherwise affirmatively consent to such interference, and (B) upon request by Mezzanine Lender, LBHI shall use commercially reasonable efforts to enforce its contractual remedies against L&L on account of such interference and shall use commercially reasonable efforts to cooperate with Mezzanine Lender's efforts to enforce its legal remedies against L&L on account of such interference; and provided further that, the Mezzanine Loan shall not become full recourse to L&L on account of LBHI's intentional or bad faith interference with a sale of the Property directed by Mezzanine Lender as provided above so long as L&L does not collude, cooperate otherwise affirmatively consent to such interference); (ii) the mezzanine borrower will provide the Mezzanine Lender with an assignment of membership interest endorsed in blank, which the Mezzanine Lender will hold in escrow to be released if any guarantor, Sponsor, mezzanine borrower, Borrower or any of their affiliates intentionally and in bad faith interfere with a sale of the Property directed by Mezzanine Lender as described in the preceding paragraph; and (iii) the mezzanine borrower will execute and deliver to Mezzanine Lender, a limited power of attorney (the "LPA") in favor of Mezzanine Lender. The LPA will permit Mezzanine Lender to execute any necessary and appropriate documents on the mezzanine borrower's behalf related to the assignment of the membership interest if any guarantor, Sponsor, mezzanine borrower, Borrower or any of their affiliates intentionally and in bad faith interferes with a sale of the Property directed by Mezzanine Lender as described in the preceding paragraph.

- For the avoidance of doubt, (a) if Mezzanine Lender elects to initiate and direct a sale of the Property starting four (4) months prior to the Maturity Date as permitted above, Mezzanine Lender will use commercially reasonable efforts to coordinate such sale efforts with any efforts Borrower wishes to make to sell the Property, provided that Mezzanine Lender shall retain control of such sale process; and (b) if Borrower elects to initiate a sale of the Property at any time, Borrower will use commercially reasonable efforts to coordinate such sale efforts with any efforts Mezzanine Lender wishes to make to sell the Property, provided that Borrower shall retain control of such sale process until four (4) months prior to the Maturity Date, at which time Mezzanine Lender shall retain control of such sale process. In the event Mezzanine Lender or Borrower elects to initiate and direct a sale of the Property, the Property shall be offered for sale net of transfer taxes (i.e. with the buyer paying transfer taxes) unless, in Mezzanine Lender's reasonable discretion, such feature of the offering is likely to depress the responses to the offering or the net proceeds expected from the sale. Nothing in the preceding sentence shall preclude any party from negotiating or accepting offers that do not provide for the buyer to pay transfer taxes.
- All costs and expenses incurred by the Lenders, the Sponsor, the Borrower and the mezzanine borrower in connection with this restructuring, including without limitation, the fees and expenses of counsel, shall be paid through the first advance under the Pari-Passu Loan to be made on the Modification Date.

Modifications to Senior Loan

Loan Term: The loan term will be modified to mature three (3) years from the Modification Date (the "Maturity Date"). The Borrower may qualify for two one-year extensions (each an "Extension Period") of the Maturity Date subject to the following:

1. The first one-year extension (the "First Extension Period") will be conditioned upon evidence reasonably satisfactory to the Senior Lenders that the Property will generate net operating income ("NOI") of at least \$22,500,000 for the 12-month period beginning on the Maturity Date. Such NOI shall be calculated by the Borrower, subject to Senior Lenders' approval, based upon the contractual terms of each executed lease that is in good standing on a net effective rent basis over the life of the lease (total rent paid (adjusted for above market tenant inducements or other advances) divided by the lease term).
2. The second one-year extension (the "Second Extension Period") will be conditioned upon evidence reasonably satisfactory to the Senior Lenders that the Property will generate NOI of at least \$27,500,000 for the 12-month period beginning on the maturity date of the First Extension Period. Such NOI shall be calculated by the Borrower, subject to Senior Lenders' approval, based upon the contractual terms of each executed lease that is in good standing on a net effective rent basis over the life of the lease (total rent paid (adjusted for above market tenant inducements or other advances) divided by the lease term).

In the event that the aforementioned NOI thresholds are not achieved as of each Maturity Date, the Borrower may nevertheless qualify for each extension by depositing with Helaba cash or letters of credit which are acceptable to the Senior Lenders (the "Additional Collateral") in an amount equal to that portion of the interest that would otherwise accrue on the Senior Loan during the applicable Extension Period and which is not covered by NOI (the "Interest Shortfall"). The rate of interest for the purpose of calculating the Interest Shortfall shall be LIBOR + 4% and will be calculated in accordance with the existing Senior Loan documents.

Interest Rate: The interest rate will remain at the non-default rate of the Senior Loan up to the Modification Date. From and after the Modification Date, the interest rate will be LIBOR + 4% and will be calculated in accordance with the existing Senior Loan documents and distributed in accordance with the waterfall below.

Outstanding Senior Loan Balance: The current principal balance of the Senior Loan is \$387,599,719.31. There shall be no further advances of or increases in the Senior Loan (other than by virtue of interest accruing on the outstanding Senior Loan balance as of the Modification Date at the rate of LIBOR + 4%).

Interest: Although LIBOR contracts shall have a term of three months, to the extent available (if unavailable the longest available term not to exceed six months shall be effective), Interest on all Loans shall be due on the first business day of each month (each month, an "Interest Period"). Prior to the occurrence and continuance of an Event

of Default, all amounts due under the Loans shall be paid to the extent of the Property's NOI or net proceeds of any sale or refinance in accordance with the waterfall below:

1. To Senior Lenders, in an amount equal to the interest currently due for such Interest Period under the Senior Loan at a rate of LIBOR + 3%;
2. To Pari-Passu Lenders, in an amount equal to interest currently due for such Interest Period under the Pari-Passu Loan at a rate of LIBOR + 3%;
3. To Senior Lenders, in an amount equal to all previously accrued and unpaid interest due under the Senior Loan at a rate of LIBOR + 3%;
4. To Senior Lenders, in an amount equal to the outstanding principal balance of the Senior Loan;
5. To Pari-Passu Lenders, in an amount equal to previously accrued and unpaid interest due under the Pari-Passu Loan at a rate of LIBOR + 3%;
6. To Pari-Passu Lenders, in an amount equal to the outstanding principal balance of the Pari-Passu Loan;
7. To Senior Lenders, in an amount equal to the additional interest they would have received on the Senior Loan under paragraphs 1 and 3 above if the interest rate under such paragraphs had been LIBOR + 4% instead of LIBOR + 3%;
8. To Pari-Passu Lenders, in an amount equal to the additional interest they would have received on the Pari-Passu Loan under paragraphs 2 and 5 above if the interest rate under such paragraphs had been 10% instead of LIBOR + 3%;
9. Seventy percent (70%) to Mezzanine Lender and thirty percent (30%) to Sponsor, in an amount equal to all amounts (principal and interest) due and payable under the Mezzanine Loan; and
10. The remainder to the Borrower.

Notwithstanding the foregoing, all legal fees and other costs paid or incurred by Mezzanine Lender in the enforcement of the Nonrecourse Guaranty shall be reimbursed 100% to Mezzanine Lender after level 8 of the waterfall, and prior to any distributions at levels 9 or 10. To the extent available funds from the Property are not sufficient to pay interest on any of the Loans for any Interest Period, such deficiency will accrue and compound at the end of each Interest Period.

Principal Repayment: Principal will be repaid according to the waterfall set forth above.

Prepayment: The loan will be open to prepayment, without penalty, at anytime during the loan term. Any breakage or other costs arising in connection with a prepayment of

an outstanding LIBOR contract will be added to the amount of the obligation being prepaid.

Control: All approval rights, including the leasing plan for the Property, and loan covenants shall be vested in the Senior Lenders and the Pari-Passu Lenders and will be reconciled and set forth in the respective loan documents as mutually agreeable to all parties.

Maturity Extension Fee: \$1,037,500 (acceleration of the additional commitment fee due date from September 2010 to the Modification Date) payable on the Modification Date from an advance under the Pari-Passu Loan.

Modifications to Mezzanine Loan

Loan Term: The Mezzanine Loan will be coterminous with the Senior Loan. The maturity date of the Mezzanine Loan shall be extended provided the Senior Loan is extended in accordance with the terms and conditions hereof.

Interest Rate: The interest rate will be fixed at 10.375% per annum.

Interest: Interest on the Mezzanine Loan will accrue and compound monthly. Interest will be paid according to the waterfall set forth above.

Principal Repayment: Principal will be repaid according to the waterfall set forth above.

Prepayment: The loan will be open to prepayment, without penalty, at anytime during the loan term, after repayment of all amounts payable under the Senior Loan and the Pari-Passu Loan. Any breakage or other costs arising in connection with a prepayment of an outstanding LIBOR contract will be added to the amount of the obligation being prepaid.

Control: While the Pari-Passu Loan is outstanding, all approval rights and loan covenants shall be vested in the Senior Lenders and the Pari-Passu Lenders as provided for above, provided, that once the Pari-Passu Loan is paid off in full and no longer outstanding certain of such rights shall then be vested in the Mezzanine Lender pursuant to the Mezzanine Loan while such loan continues to remain outstanding.

Pari-Passu Loan

Loan Term: The Pari-Passu Loan will be coterminous with the Senior Loan. The maturity date of the Pari-Passu Loan shall be extended provided the Senior Loan is extended in accordance with the terms and conditions hereof.

Interest Rate: The interest rate will be fixed at 10.00% per annum and distributed in accordance with the "Interest" section below.

Interest: Interest will be paid according to the waterfall set forth above. Interest will be paid ratably among the lenders provided no lender has defaulted and will be applied first

to interest for the Interest Period on the Tranche B Loan then to interest for the Interest Period on the Tranche A Loan.

Principal: Principal will be repaid according to the waterfall set forth above. Principal will be repaid ratably among the lenders of each tranche provided no lender has defaulted or failed to fund its pro rata share of any portion of the Pari-Passu Loan (in which case payments shall be made to such defaulting or non-funding lender only after repayment in full to all other lenders), and applied first in repayment of the Tranche B Loan then in repayment of the Tranche A Loan.

Prepayment: The loan will be open to prepayment, without penalty, at anytime during the loan term, after repayment of all amounts payable under the Senior Loan, first to Tranche B Loan and then to Tranche A Loan. Any breakage or other costs arising in connection with a prepayment will be added to the amount of the obligation being prepaid.

Control: As described above for the Senior Loan.

Security: The Pari-Passu Loan will be secured, (a) by one or more mortgages on the Property, with a payment priority subordinate only to the first priority mortgage lien of the Senior Loan, and (b) by a senior pledge of the mezzanine borrower's equity interests in the Borrower and which senior pledge shall have a priority senior to the existing equity pledge securing the Mezzanine Loan. The parties will execute an intercreditor agreement to confirm the relative rights of the Senior Lenders and the Pari-Passu Lenders with respect to the existing \$415,000,000 mortgage on the Property, and will also execute an additional mortgage to secure the Pari-Passu Loan, which mortgage will be recorded at the time the aggregate outstanding principal amount the Senior Loan plus the Pari-Passu Loan exceeds \$415,000,000. The Pari-Passu Lenders and the Mezzanine Lender shall either enter into a separate intercreditor agreement with respect to the pledges securing their respective loans or amend the Intercreditor Agreement to include and reflect such intercreditor relationship. Any recording tax related to such mortgage collateral, if any, shall be accounted for in the budget approved by the parties and shall be paid by the parties as an advance under the Pari-Passu Loan based on their respective Funding Percentages.

Administrative Agent: Helaba will act as administrative agent for the Pari-Passu Loan.

[Next page is signature page]

Acknowledged and Agreed:

<p>200 Fifth Avenue Owner LLC Borrower</p> <p>By: _____ Name: _____ Title: _____</p>	<p>MEPT 200 Fifth Avenue Lender LLC Mezzanine Lender</p> <p>By: MEPT Subsidiary REIT LLC, its sole member</p> <p>By: Kennedy Associates Real Estate Counsel, LP, its Authorized Signatory</p> <p>By : Kennedy Associates Real Estate Counsel GP, LLC, its general partner</p> <p>By: _____ Name: _____ Title: _____</p>
<p>Landesbank Hessen-Thüringen Girozentrale</p> <p>By: _____ Name: _____ Title: _____</p>	<p>DekaBank Deutsche Girozentrale</p> <p>By: _____ Name: _____ Title: _____</p>
<p>Lehman Brothers Holdings, Inc. Sponsor</p> <p>By: _____ Name: _____ Title: _____</p>	<p>L&L Holding Company LLC Sponsor</p> <p>By: _____ Name: _____ Title: _____</p>