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JEV

**EXECUTION ORIGINAL**

BROADWAY AREA

LEASE AGREEMENT

BETWEEN

YALE UNIVERSITY

AS LANDLORD

AND

APPLE INC.

AS TENANT

codes and other laws nor shall it use the open areas between the glass line and the wall line for business purposes without the prior written consent of Landlord; all merchandise of any description shall be kept within the glass line of the Premises (no merchandise may be stored or displayed on the sidewalk outside the glass line notwithstanding that such merchandise may be within the Premises if the portion of the sidewalk is a part of the Premises).

### **Section 3.5 Common and Public Area Maintenance.**

(a) As used herein, the term "Common Areas" shall include the cross-hatched areas shown on Exhibit B-1, attached hereto and incorporated herein. As used herein, the term "Broadway Area" shall be defined as the sidewalks and streets extending from 260 York Street up to and including 306 York Street, Broadway from the corner of York Street up to and including the entrance to 77 Broadway, and Elm Street from the intersection of York Street to Park Street.

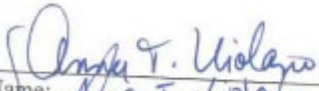
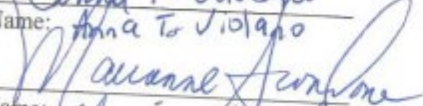
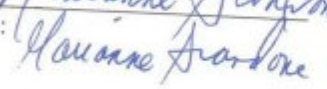
(b) Tenant shall pay to Landlord as Additional Rent during the Term the Common and Public Area Maintenance Charge set forth in Article I in equal consecutive monthly installments in advance on or before the first day of each month without prior demand or notice (except for the statements expressly required under Sections 3.2(a) and 3.2(b) of this Lease). The Common and Public Area Maintenance Charge shall constitute payment to Landlord of the costs and expenses of Landlord (i) to maintain, operate, equip, protect, light, sign, clean, paint, heat, air condition, insure, defend, prosecute lawsuits concerning, provide sewer services, to the Property, Building, and Common Areas, including, without limitation, maintenance and repair costs, costs and expenses of the maintenance and repair of the fire suppression system and alarm system servicing the Building, the Property and the Common Areas, and property management costs and fees and (ii) for the following in and around the Broadway Area: (A) repairing, maintaining and replacing sidewalks, trees, other plantings, historic pedestrian-scale street lamps, and all electricity (or other fuel) bulbs, wires, or conduits required for the proper functioning of such lamps; (B) removal of rubbish and debris from streets and sidewalks; (C) installation and removal of seasonal decorations and banners; and (D) such other service and maintenance costs as Landlord may from time to time designate.

been originally designated in this Lease.

(d) **The Common Areas shall at all times be subject to the exclusive control and management of Landlord,** and Landlord shall have the right from time to time to establish modify and enforce reasonable, lawful and non-discriminatory rules and regulations with respect to the use thereof. Landlord shall have the right to operate and maintain the Common Areas in such manner as Landlord, in its sole discretion, shall determine from time to time including, without limitation, the right to employ all personnel and to make all reasonable, non-discriminatory rules and regulations pertaining to and necessary for the proper operation and maintenance thereof. Notwithstanding anything to the contrary herein, Landlord shall not have the right to operate and maintain the Common Areas (including by way of establishing or enforcing rules and regulations) so as to diminish Tenant's rights under this Lease, expand or increase Tenant's obligations under this Lease, or impair access to, traffic by, operation of, or visibility from the street of, or visibility from the Common Areas of the Premises. Tenant shall not use the public sidewalks adjacent to the Premises except in compliance with all applicable

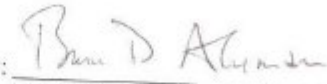
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written by the undersigned duly authorized persons.

WITNESSES:


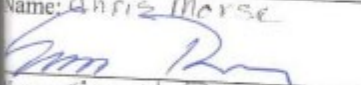
  
Name: Anna T. Violano  
  
Name: Marianne Scorsone  
  
Name: Hauwane Scorsone

LANDLORD

YALE UNIVERSITY


By:   
Name: Bruce D. Alexander  
Its Vice President for  
New Haven and State Affairs  
and Campus Development  
Duly Authorized

WITNESSES:

  
Name: Chris Morse  
  
Name: Sam Bajaj  
Name: Savit Bajaj

TENANT

APPLE INC.

By:   
Name: Peter Oppenheimer  
Its: Sr. VP + CFO  
Duly Authorized