**L E A S E**

**Featured Connecticut Real Estate Leases**

AGREEMENT OF LEASE, made as of May 1, 2000, between RICHARD A. BANKS

of the Town of Wilton, County of Fairfield and State of Connecticut, RUTH

BANKS and FIRST UNION TRUSTEES u/w of ROBERT O. BANKS, of the Town of

Wilton, County of Fairfield and State of Connecticut, KIMBERLY BANKS

FAWCETT, of the Town of Ridgewood, County of Bergen and State of New Jersey

and the RAU FAMILY LIMITED PARTNERSHIP, acting herein by KAREN STEINHAUS,

General Partner, of the Town of New Canaan, County of Fairfield and State

of Connecticut, LANDLORD, and PRICELINE.COM INCORPORATED, a Delaware

corporation with offices at 800 Connecticut Avenue, Norwalk, Connecticut,

acting herein by Marlene Beeler, its Senior Vice President of Operations,

duly authorized, TENANT.

 WITNESSETH: Landlord hereby leases to Tenant and Tenant hereby hires

from Landlord the premises consisting of approximately 47,211 square feet

which Tenant hereby confirms ("Building" or "Premises") located at 141

Danbury Road, Wilton, Connecticut ("Real Property"), as shown on Exhibit A

annexed hereto (collectively referred to as "Demised Premises" ) for the

term of ten (10) years (or until such term shall sooner cease and expire as

hereinafter provided) to commence on the 1st day of May, 2000 ("Lease

Commencement Date"), and to end on the 30th day of April, 2010 ("Term"),

for the total Term base rent as stated in paragraph 42 of the Rider to

Lease annexed hereto and made a part hereof which Tenant agrees to pay in

monthly installments in advance each and every month during said term

without any set off or deduction whatsoever, at the office of the Landlord

or at such other place as the Landlord may designate, as follows:

 Banks-Rau Realty

 c/o Richard A. Banks

 9 Banks Drive

 Wilton, CT 06897

 The parties hereto, for themselves, their heirs, distributees,

executors, administrators, legal representatives, successors and assigns,

hereby covenant as follows:

1. USE AND OCCUPANCY: Tenant may use and occupy the Demised Premises for

general office use, information technology, computer center and research

and development and for no other purpose without the written consent of

Landlord which consent will not be unreasonably withheld, conditioned or

delayed. Tenant will not at any time use or occupy the Demised Premises in

violation of any certificate of occupancy which may have been issued for

the building of which the demised premises form a part. In the event that

any department, agency, commission or board of any state or locality shall

hereafter at any time declare by notice, violation, order or in any other

official manner whatsoever that the premises hereby demised are used for a

purpose which is a violation of such certificate of occupancy, or should

Tenant allow said premises to be used for any illegal or immoral purposes,

or should he do, or suffer to be done, in or about said premises any act or

thing which may be a nuisance, or damage to the Landlord or Landlord's

tenants, the occupants of adjoining property or the neighborhood, then

Tenant shall, upon thirty (30) days' written notice from Landlord,

immediately discontinue any such use of said premises. Failure by Tenant to

discontinue such use after such notice shall be considered a default in the

fulfillment of a covenant of this lease and Landlord shall have the right

to exercise any and all rights and privileges and remedies given to

Landlord, in this lease. If alterations or additions are needed to permit

lawful conduct of Tenant's business or to comply with the certificate of

occupancy, the same shall be made by and at the sole expense of Tenant.

2. ALTERATIONS: Tenant may make alterations, installations, additions or

improvements in or to the demised premises, or in or to the building of

which they form a part, including, but not limited to, an air conditioning

or cooling system unit or part thereof or other apparatus of like or other

nature, provided Tenant obtains Landlord's prior written consent (except as

otherwise provided in this Lease), which will not be unreasonably withheld,

and then only by contractors or mechanics licensed in the State of

Connecticut, provided they are bonded. Such consent shall not be required

by Landlord if such improvements are non-structural in nature and would not

cost in excess of $75,000.00 provided that Tenant gives prior written

notice to Landlord of such work. All other improvements, which are

submitted to Landlord shall be approved within twenty (20) days or such

approval shall be deemed made. Landlord agrees to approve any such

alterations provided they do not materially, adversely affect the structure

or systems of the building or diminish the gross area of the building or

violate any existing laws or regulations. Any denial shall include a

detailed reason for said denial.

 All horizontal and vertical penetrations to roof or walls shall

require Landlords written approval, however, Landlord shall be deemed to

have consented to all penetrations that are done in compliance with Exhibit

B annexed hereto and made a part hereof.

 Landlord agrees to cooperate with Tenant in seeking any necessary

permits and to provide its written authorization for any governmental

submissions or applications based on plans approved by Landlord pursuant to

this paragraph. All alterations, decorations, installations, additions or

improvements upon demised premises, made by Tenant, including all paneling,

decorations, partitions, railings and the like, shall be done at Tenant's

sole expense and, become the property of Landlord, (except trade fixtures

not a part of the premises or as otherwise provided herein) and shall

remain up and be surrendered with, said premises, as part thereof, at the

end of the term or renewal term, as the case may be. Notwithstanding the

above, Tenant shall be permitted to remove, at the end of its lease term,

its generator installed by Tenant, raised computer flooring installed by

Tenant and other computer or telecommunications equipment, and any

equipment ancillary thereto provided however any damage caused by said

removal shall be repaired and restored at Tenant's expense to its original

condition and floors shall be recarpeted. Landlord has not conveyed to

Tenant any rights in or to the outer side of the outside walls of the

building of which the demised premises form a part, except as otherwise

provided herein.

 During the term of this Lease, Tenant, at its sole cost and expense,

shall have the right to install, maintain, use, repair and replace

satellite antennas and related equipment and cabling on the roof of the

Building in a location mutually agreeable to Landlord and Tenant, provided

however, the location must be one where the satellite antennas can transmit

and receive without interference. Tenant shall also have the right to

install, maintain, use, repair and replace cabling for the satellite

antennas throughout the chases and shafts of the Building. Upon the

expiration or earlier termination of this Lease, Tenant shall remove all

satellite antennas from the roof and repair any punctures or other damage

caused to the roof as a result thereof. Tenant shall submit drawings and

specifications of a licensed engineer certifying installation procedure

including details of all penetrations through roof and/or walls.

 Upon written request to Landlord, Tenant, at Tenant's cost, shall

have the right to cause the Building to be identified as the

"priceline.com" building or such other name as may from time to time

reflect its or any tenant's corporate identity, provided that the design,

dimension, construction and location of such signage shall be in compliance

with all applicable laws and regulations.

 The Tenant shall not suffer or permit any mechanics' or artisans' or

other liens to be filed or placed or exist against the fee of the demised

premises nor against the Tenant's leasehold interest in said premises by

reason of work, labor, services or materials supplied or claimed to have

been supplied to the Tenant or anyone holding the demised premises or any

part thereof through or under the Tenant, and nothing in this lease

contained shall be deemed or construed in any way as constituting the

consent or request of the Landlord, expressed or implied by inference or

otherwise, to any contractor, subcontractor, laborer or materialman for the

performance of any labor or the furnishings of any materials for any

specific improvements, alteration or repair of or to the demised premises

or any part thereof, nor as giving the Tenant any right, power or authority

to contract for or permit the rendering of any services or the furnishing

of any materials that would give rise to the filing of any mechanics' or

other liens against the fee of the demised premises. If any such mechanic's

lien shall at any time be filed against the demised premises, the Tenant

shall cause the same to be discharged of record or bonded within thirty

(30) days after the date of Tenant's notice of the filing of same, at

Tenant's expense, or, in addition to any other right or remedy of the

Landlord, the Landlord may, but shall not be obligated to, discharge the

same either by paying the amount claimed to be due or by procuring the

discharge of such lien by deposit in Court or bonding. Tenant shall repay

to Landlord within fifteen (15) days of demand, all sums disbursed or

deposited by Landlord pursuant to the provisions of this paragraph,

including Landlord's costs and expenses, incurred in connection therewith

including reasonable attorney's fees.

3. REPAIRS AND MAINTENANCE OF THE PROPERTY: Tenant shall take good care of

the demised premises and the fixtures, heating, air conditioning, plumbing

and electric systems, and repair any damage it causes the roof subject to

subsection (a) below, exterior of the premises including painting and

repointing of masonry and appurtenances located within the demised premises

or its ceiling, and at its sole cost and expense maintain and repair and

replace the same as and when needed to preserve them in good working order

and condition. Landlord represents that the HVAC system shall be in good

working order on the Occupancy Date. The Tenant shall redecorate, paint the

interior of the Premises, and renovate the said premises as may be

necessary to keep them in repair and good appearance. All damage or injury

to the demised premises and to its fixtures, appurtenances and equipment or

to the building of which the same form a part caused by the Tenant, or

resulting from fire, explosion, air-conditioning unit or system, short

circuits, flow or leakage of water, steam or by frost or by bursting or

leaking of pipes or plumbing works, caused by the Tenant, or any damage or

injury caused by the Tenant in moving in or out of the building, or

installing or removing any of the Tenant's property or fixtures, or from

any other cause of any other kind or nature whatsoever due to carelessness,

omission, neglect, improper conduct or other cause of Tenant, its servants,

employees, agents or licensees shall be repaired and restored promptly by

Tenant at its sole cost and expense to the reasonable satisfaction of

Landlord. If Tenant fails to make such repairs and restorations, same may

be made by Landlord at Tenant's expense after thirty (30) days notice and

cure period has expired. Provided that (i) Landlord exercises all

reasonable efforts to minimize inconvenience to Tenant in connection

therewith and (ii) no action taken by Landlord under this provision shall

impede access to, reduce the size or otherwise diminish the utility of the

Premises in any material respect, including any services provided thereto.

There shall be no liability on the part of Landlord by reason of

inconvenience, annoyance, or injury to business arising from Landlord,

Tenant or others making any repairs, alterations or improvements in or to

any portion of the building, or in or to fixtures, appurtenances, or

equipment thereof, and no liability upon Landlord for failure of Landlord

or others to make any repairs, alterations, additions, or improvements in

or to any portion of the Building or of demised premises, or in or to the

fixtures, appurtenances or equipment thereof except for Landlord's gross

negligence and except as otherwise provided in this Lease. The Tenant

further agrees to keep said premises and all parts thereof in a clean and

sanitary condition and free from trash, inflammable material and other

objectionable matter.

 Landlord covenants to make all necessary repairs and replacements to

(i) the roof (unless caused by Tenant); (ii) all structural portions of the

Building unless caused by Tenant's alterations or modifications to the

Building or any other act of Tenant; (iii) any part of the Building if

necessitated by Landlord's gross negligence.

 (a) Landlord agrees to make structural repairs and replacements

required under the terms of this Lease and as follows:

 (i) If Landlord fails to undertake and commence the repairs or

replacements required under this Lease, Tenant shall immediately notify

Landlord in writing of the required and outstanding repairs.

 (ii) Landlord shall undertake and commence the required repairs

or replacements within thirty (30) days after receipt of written notice

from Tenant and shall make all diligent efforts to complete such

replacements in a timely manner.

 (iii) If Landlord fails to fulfill its obligations as set forth

herein, Tenant may undertake said repairs or replacements upon receipt by

Landlord of a second notice from Tenant advising of its intent to commence

or complete the required repairs or replacements.

 (iv) Anything in this Lease to the contrary notwithstanding,

Landlord agrees that in the event of an emergency which:

 (A) poses the threat of imminent, severe damage to

Tenant, Tenant's employees, Tenant's business or Tenant's property; and

 (B) necessitates prompt maintenance, repair, or

replacement of items which are otherwise required by this Lease to be

maintained, repaired, or replaced by Landlord,

 then Tenant may at its option proceed forthwith to make

repairs, if Landlord is notified and fails to take required action within

48 hours.

 (b) (i) If Landlord fails to reimburse Tenant for such repair or

replacement costs incurred by Tenant within twenty (20) days after written

request from Tenant therefor (which request must be supported by paid

receipts), Tenant may deduct the cost thereof from the rent otherwise

payable hereunder.

4. COMPLIANCE WITH LAWS AND REGULATIONS: Tenant at its sole expense shall

comply with all laws, orders and regulations of Federal, State, County and

Municipal Authorities, and with any direction of any public officer or

officers, pursuant to law, which shall impose any violation, order or duty

with respect to demised premises or the use or occupation thereof. Tenant

shall not do or permit to be done any act or thing upon said premises,

which will invalidate or be in conflict with fire insurance policies

covering the building of which demised premises form a part, and fixtures

and property therein, and shall not do, or permit to be done, any act or

thing upon said premises which shall or might subject Landlord to any

liability or responsibility for injury to any person or persons or to

property by reason of any business or operation being carried on upon said

premises or from any other reason. Tenant at its sole expense shall comply

with all rules, orders, regulations or requirements of the Board of Fire

Underwriters, or any other similar body, and shall not do, or permit

anything to be done, in or upon said premises, or bring or keep anything

therein, except as now or hereafter permitted by the Fire Department, Board

of Fire Underwriters, Fire Insurance Rating Organization, or other

authority having jurisdiction and then only in such quantity and manner of

storage as not to solely and directly increase the rate for fire insurance

applicable to the building, or use of the premises in a manner which solely

and directly shall increase the rate of fire insurance on the building of

which demised premises form a part, or on property located therein, over

that in effect prior to this lease. If solely by reason of failure of

Tenant to comply with the provisions of this paragraph, or by the Tenant's

use and occupancy of the premises, or by reason of any act or omission on

the part of the Tenant, the fire insurance rate shall be higher than it

otherwise would be, then Tenant shall reimburse Landlord, as additional

rent hereunder, for that part of all fire insurance premiums thereafter

paid by Landlord, which shall have been charged because of such failure or

use by Tenant and shall make such reimbursement upon the first day of the

month following such outlay by Landlord.

 Landlord represents and warrants to Tenant that it has full right and

authority to enter into this Lease and it has a current, valid certificate

of occupancy for the Building and the Premises permitting Tenant's use as

contemplated herein. Landlord represents that to the best of its knowledge,

the Premises are in compliance with all current material laws, ordinances,

rules, regulations, requirements and directives of federal, state and

municipal government entities.

5. SUBORDINATION: This lease is subject and subordinate to all ground or

underlying leases and to all mortgages which may now or hereafter affect

such leases or the real property of which demised premises form a part, and

to all renewals modifications, consolidations, replacements and extensions

thereof. This clause shall be self-operative and no further instrument or

subordination shall be required by any mortgagee. In confirmation of such

subordination, Tenant shall execute promptly any certificate that Landlord

may request.

 In consideration of, and as an express condition precedent to,

Tenant's agreement to permit its interest pursuant to this Lease to be

subject and subordinate to the lien of any mortgage, Landlord shall deliver

to Tenant or any subtenant provided the subtenant is paying at least the

same base rent per square foot as the Tenant at the time of the subletting,

a subordination, non-disturbance and attornment agreement executed and

delivered by each of Landlord's mortgagees for the benefit of Tenant or by

Landlord for the benefit of any subtenant and in recordable form reasonably

satisfactory to Tenant and Tenant agrees to execute and deliver any such

subordination, non-disturbance and attornment agreement. Any

non-disturbance issued to a subtenant may provide that if subtenant is

leasing less than entire building and Tenant is in default beyond any

applicable notice and cure period giving Landlord the right to terminate

this Lease, Landlord may terminate such sublease on 60 days written notice

unless subtenant cures Tenant's default within sixty (60) days of the end

of such notice period or if the default is a non-monetary default,

subtenant commences a cure within such sixty (60) day period if such cure

cannot be completed within said period. If Landlord elects not to request

such subordination, non-disturbance and attornment agreement or fails to

obtain such subordination, non-disturbance and attornment agreement, then

this Lease shall not be subject and subordinate to such mortgage.

 Landlord agrees that neither the foreclosure of a mortgage, nor the

institution of any suit, action, summary or other proceeding against the

Landlord, or any successor to the Landlord, nor any foreclosure brought by

any of Landlord's mortgagees to recover possession of the premises covered

thereby, shall by operation of law or otherwise result in cancellation or

termination of this Lease or the obligations of the Tenant hereunder.

 Upon Tenant's attornment to a successor Landlord, this Lease shall

continue in full force and effect as a direct Lease between the successor

in interest to Landlord ("Successor Landlord") and Tenant upon all of the

terms, conditions and covenants as are set forth in this Lease. Successor

Landlord shall be liable for any previous act or omission of Landlord under

this Lease and be subject to any offset not expressly provided in this

Lease, which theretofore shall have accrued to Tenant against Landlord and

shall be bound by any previous modification of this Lease or by any

previous prepayment of rent.

6. LANDLORD'S LIABILITY: Except for Landlord's gross negligence, Landlord

or its agents shall not be liable for any damage to property of Tenant or

of others entrusted to employees of building, nor for the loss or damage to

any property of Tenant. Except for Landlord's gross negligence, Landlord or

its agents shall not be liable for any injury or damage to persons or

property resulting from fire, explosion, falling plaster, steam,

electricity, water, rain or snow or leaks from any part of said building or

from the pipes, appliances or plumbing works or from the roof, street, or

sub-surface or from any other place or by dampness or by any other cause of

whatsoever nature, nor shall Landlord or its agents be liable for any such

damage caused by other tenants or persons in said building or caused by

operations in construction of any private, public or quasi-public work; nor

shall Landlord be liable for any latent defect or any existing or future

condition in the demised premises or in the building of which they form a

part; nor shall the Landlord be liable by reason of inconvenience,

annoyance or injury to business arising from the Landlord, the Tenant or

others making any repairs, alterations or improvements in or to any portion

of the building or in or to fixtures, appurtenances, or equipment thereof.

Tenant shall reimburse and compensate Landlord as additional rent within

five (5) days after rendition of a statement for all expenditures made by

or damages or fines sustained or incurred by Landlord due to

non-performance or non-compliance with or breach or failure to observe any

term, covenant or condition of this lease upon Tenant's part to be kept,

observed, performed or complied with. Tenant shall give immediate notice to

Landlord in case of fire or accidents in the demised premises or in the

building or defects therein or in any fixtures or equipment.

7. INSURANCE: The Tenant further agrees to purchase and keep in full force

and effect, during the entire lease term hereof, at the Tenant's sole

expense, public liability insurance and worker's compensation insurance in

companies acceptable to the Landlord with an A rating or better, to protect

both the Landlord and the Tenant against any liability for damages or

injuries to persons or property incident to the use of or resulting from

any accident in or about said premises, from any cause whatsoever,

including any elevators, in the amounts of $l,000,000/$3,000,000, together

with proper plate glass insurance, if available, it being the Tenant's

responsibility hereunder to replace at its own expense any and all glass

which may become broken in and on the demised premises. Certificates of all

insurance policies required by any of the terms of this lease shall be

promptly furnished to the Landlord naming the Landlord as an additional

insured, and at Landlord's request, its mortgagees as an additional

insured, and the Tenant shall submit to Landlord annually, in the

anniversary date of this lease, copies of all paid premiums for any such

insurance policies. The Tenant is to obtain a written obligation on the

part of the insurance carriers to notify the Landlord in writing prior to

any cancellation of insurance, and the Tenant agrees that if the Tenant

does not keep such insurance in full force and effect the Landlord may take

out the necessary insurance and pay the premium and the repayment thereof

shall be after notice and thirty (30) day cure period deemed to be part of

the rental and payable as such on the next day upon which the rent becomes

due. Tenant agrees that it shall keep its fixtures, merchandise and

equipment insured against loss or damage by fire with the usual extended

coverage endorsements. It is understood and agreed that Tenant assumes all

risk of damage to its own property arising from any cause whatsoever,

including, without limitation, loss by theft or otherwise. Except for

Landlord's, it's agents or employees gross negligence, Tenant further

agrees to indemnify, and save harmless, the Landlord and its officers,

directors, agents and employees from and against all liability (statutory

or otherwise), claims, suits, demands, judgments, costs, interest and

expenses, including reasonable counsel fees and disbursements incurred in

the defense thereof to which the Landlord or any such officer, director,

agent or employee may be subject or suffer whether by reason of, or by

reason of any claim for, injury to, or death of, any person or persons or

damage to property (including any loss of use thereof) or otherwise arising

from or in connection with the use of, or from any work or thing whatsoever

done in, any part of the premises during the terms of this lease with

respect to such part or during the period of time, if any, prior to the

commencement of such term that the Tenant may have been given access to

such part for the purpose of doing work or otherwise, or arising from any

condition of the premises due to or resulting from any default by the

Tenant in the keeping, observance or performance of any covenant,

agreement, term, provision or condition contained in this lease or from any

act or negligence of the Tenant or any of its officers, directors, agents,

contractors, servants, employees, licensees or invitees, whether the

Landlord may be legally liable therefore or not.

 Landlord shall maintain during the term of this Lease a policy or

policies of insurance insuring the Building against loss or damage due to

fire and other casualties covered within the classification of fire and

extended coverage and malicious mischief, sprinkler leakage, water damage

and special extended coverage on the Building in amounts sufficient to

provide for the guaranteed replacement of the Building. Each party hereto

waives all rights of recovery against the other or the other's agents,

employees or other representatives, for any loss, damages, or injury of any

nature whatsoever to the demised premises, property therein or persons for

which the other is insured or should have been insured pursuant to the

terms contained herein. Each party shall obtain from its insurance carrier

and will deliver to the other, waivers of the subrogation rights under the

respective policies, provided same will not result in any additional

charge.

8. DAMAGES TO PREMISES: If the demised premises shall be partially damaged

by fire or other cause, the damages shall be repaired by and at the expense

of Landlord within one hundred twenty (120) days of such damage and the

rent until such repairs shall be made shall be apportioned according to the

part of the demised premises which is usable by Tenant. In the event of

partial damage, the rent shall be apportioned according to the percentage

of area that is rendered substantially untenantable. If the demised

premises are substantially damaged or are rendered substantially

untenantable by fire or other cause, and if Landlord's engineer certifies

within sixty (60) days of such casualty that it cannot restore or rebuild

the same within 180 days, or if the building shall be so damaged that

Landlord shall decide to demolish it or to rebuild it, then or in any of

such events Landlord may, within ninety (90) days after such fire or other

cause, give Tenant a notice in writing of such decision, and thereupon the

term of this lease shall expire thirty (30) days thereafter and Tenant

shall vacate the demised premises and surrender the same to Landlord. If

Tenant shall not be in default under this lease then, upon the termination

of this lease under the conditions provided for in the sentence immediately

preceding, Tenant's liability for rent shall cease as of the day following

the casualty. The demised premises shall be deemed to be "substantially

damaged" or "rendered substantially untenantable" for the purposes of this

paragraph if the loss by fire or other cause exceeds thirty (30%) percent

of the value of said premises.

9. CONDEMNATION: If the whole of the demised premises shall be acquired or

condemned for any public or quasi public use or purpose then, at the option

of the Landlord or Tenant, the term of this lease shall cease and terminate

from the date of title vesting in such proceedings, and the Tenant shall

have no claim for any portion or part of the Landlord's award. PROVIDED,

HOWEVER, that the Tenant shall have the right to assert a claim for the

unamortized value of its tenant improvements, and furniture, fixtures and

equipment and to any additional or specific award to which it might be

entitled by virtue of the other terms of this lease, providing the same

results in no diminution of the Landlord's award and shall not be any part

thereof. In the event of a partial taking of the Building pursuant to which

15% or more of the Building is taken or 15% of the Parking Lot servicing

the Tenant is taken so as to render impossible the conduct of Tenant's

business at the Premises, as determined by the parties in their reasonable

discretion, then Tenant shall have the right to terminate this Lease by

giving written notice of such termination to Landlord within 180 days after

the date of such taking. Upon the giving of such written notice, the

Termination Date under this Lease shall be the last day of the calendar

month in which such notice is given.

10. ASSIGNMENT BY TENANT: Tenant, for itself, its heirs, distributees,

executors, administrators, legal representatives, successors and assigns,

expressly covenants that it shall not assign, mortgage or encumber this

agreement, nor underlet, or suffer or permit the demised premises or any

part thereof to be used by others, without the prior written consent of

Landlord in each instance which consent will not be unreasonably withheld.

If the Tenant desires to assign this Lease or sublet all or any part of the

demised premises, it shall first notify the Landlord of such desire in

writing. The Landlord shall thereupon have the right to terminate this

Lease within ten (10) business days and retake possession of the portion of

the premises proposed to be sublet or assigned. In such event the Tenant

shall be released from its obligations under this Lease upon vacating the

premises and paying all sums due Landlord under this Lease up to the time

of such vacating. If Landlord elects not to terminate the Lease, the Tenant

shall have the right with Landlord's written consent, which will not be

unreasonably withheld to sublet all or any portion of the Demised Premises

to any unrelated subtenant who has a net worth in excess of two million

($2,000,000.00) dollars. If Tenant so assigns or sublets at a rate of rent

and any other charges in excess of the rate of rent and other charges being

paid by Tenant to Landlord for the spaced involved, after deducting

Tenant's subletting costs, including the unamortized costs of leasehold

improvements excluding computer floor and generator, brokerage commissions

and reasonable attorney's fees, the Tenant shall pay Landlord 60% of such

excess. Any such assignment or sublet shall be only for the use permitted

on this Lease. The Tenant shall remain liable on this Lease in the event of

such assignment or sublet. Tenant shall be responsible for Landlord's

reasonable attorney's fees involved in said assignment or sublet.

 If this lease be assigned, or if the demised premises or any part

thereof be underlet or occupied by anybody other than Tenant, Landlord may,

after default by Tenant, collect rent from the assignee, under-tenant or

occupant, and apply the net amount collected to the rent herein reserved,

but no such assignment, underletting, occupancy or collection shall be

deemed a waiver of this covenant, or the acceptance of the assignee,

under-tenant or occupant as tenant, as a release of Tenant from the further

performance by Tenant of covenants on the part of Tenant herein contained.

The consent by Landlord to an assignment or underletting shall not in any

wise be construed to relieve Tenant from obtaining the express consent in

writing of Landlord to any further assignment or underletting. In the event

that the Tenant is a corporation, a transfer of the controlling stock

interest of the Tenant shall not constitute an assignment of lease

requiring the written consent of the Landlord. In the event that the

Landlord grants such consent in writing to any such assignment, or

underletting, Tenant shall provide Landlord, with an executed counterpart

of the instrument of assignment or sublease which shall contain provisions

regarding the obligations of such assignee or sublessee satisfactory to

Landlord.

 Notwithstanding the above, Tenant may sublease or assign all portions

of the demised premises to a wholly-owned affiliate or subsidiary or in

connection with a merger, acquisition, sale or consolidation without the

consent of Landlord and Landlord shall not, under those circumstances have

the right to recapture the demised premises. Tenant shall however, be

required to notify Landlord within ten (10) days of such event and provide

Landlord with a copy of such sublease or assignment and Tenant shall

continue to remain fully liable under the terms of this Lease.

 Notwithstanding anything to the contrary to this Lease, Tenant may

assign or sublet this Lease without Landlord's consent or right to

recapture to Digital Restaurant Solutions, LLC, Priceline WebHouse Club,

Inc., Walker Digital Corporation, Perfect YardSale, Inc., and Synapse

Group, Inc. In addition, Tenant may permit any corporation or other

business entities which, directly or indirectly control, are controlled by,

or are under common control with Tenant or any of the above enumerated

entities (herein referred to as a "Related Entity") to sublet all or part

of the Premises for any of the purposes permitted to Tenant, or receive an

assignment of this Lease provided that (i) Tenant shall not be in default

in the performance of any of its material obligations under this Lease

beyond the expiration of applicable notice and cure periods and (ii) ten

(10) days prior to such subletting or assignment, Tenant furnishes Landlord

with the name of any such Related Entity, together with a certification of

Tenant, and such other proof as Landlord may reasonably request, that such

subtenant/assignee is a Related Entity of Tenant. For the purposes hereof,

"control" shall be deemed to mean direct or indirect ownership of not less

than a majority of all of the voting stock of such corporation or a

majority of the legal and equitable interest in any other business

entities, or the power to direct the operation or management of such

corporation or entity, by contract or otherwise. Notwithstanding any

assignment or sublet, Tenant shall remain fully liable for all of the terms

and conditions contained herein.

11. LANDLORD'S RIGHTS OF ENTRY: To comply with Landlord's obligations

hereunder, after prior notice of not less than 24 hours, Landlord or

Landlord's agents shall have the right to enter the demised premises under

Tenant's escort at all reasonable times to examine the same, and to show

them to prospective purchasers or lessees of the buildings, and to make

such structural repairs or replacements as Landlord may deem necessary to

comply with its obligations under the terms of this Lease and Landlord

shall be allowed to take all material into and upon said premises that may

be required therefor without the same constituting an eviction of Tenant in

whole or in part and, except as otherwise provided herein, the rent

reserved shall in no wise abate while said repairs, alterations,

improvements or additions are being made, by reason of loss or interruption

of business of Tenant, or otherwise, provided that (i) Landlord exercises

all reasonable efforts to minimize inconvenience to Tenant in connection

therewith and (ii) no action taken by Landlord under this provision shall

impede access to, reduce the size or otherwise diminish the utility of the

Premises in any material respect, including any services provided thereto.

Except to comply with Landlord's obligations in this Lease, nothing herein

contained shall imply or impose any duty on the Landlord to perform such

work. During the one year prior to the expiration of the terms of this

lease, or any renewal term, Landlord may place upon said premises the usual

notices "To Let" or "For Sale". If, during the last month of term, Tenant

shall have removed all or substantially all of Tenant's property therefrom,

Landlord, with Tenant's written consent, may immediately enter and alter,

renovate and redecorate the demised premises, without elimination or

abatement of rent, or incurring liability to Tenant for any compensation,

and such acts shall have no effect upon this lease. If Tenant shall not be

personally present to open and permit an entry into said premises, when for

any reason an entry therein shall be necessary in case of an emergency,

Landlord or Landlord's agents may enter the same by a master key, or in

case of emergency, may forcibly enter the same, without rendering Landlord

or such agents liable therefor (if during such entry Landlord or Landlord's

agents shall accord reasonable care to Tenant's property), and without in

any manner affecting the obligations and covenants of this lease except for

Landlord's gross negligence. Except as otherwise provided in the Lease,

nothing herein contained, however, shall be deemed or construed to impose

upon Landlord any obligation, responsibility or liability at any time,

without the same constituting an actual or constructive eviction and

without incurring any liability to Tenant therefor, to change the

arrangement and/or location of entrances or passageways, doors and

doorways, and corridors, elevators, stairs, toilets, parking areas or other

public parts of the premises and to change the name, number or designation

by which the building is commonly known.

12. DEFAULT: If the demised premises become vacant or deserted for thirty

(30) days or more and Tenant is not monitoring the Building on a daily

basis, or if Tenant fails to pay any of the rents due hereunder, or if

Tenant sells, assigns, or mortgages this lease without the Landlord's

consent, except as otherwise permitted herein, or if the Tenant shall file

a petition in bankruptcy or be adjudicated bankrupt, which petition is not

withdrawn or dismissed within 90 days, or make an assignment for the

benefit of credits, or file any petition for any composition or plan for

reorganization, or take advantage of any insolvency act, or fail to pay and

discharge all taxes and assessments which shall during the terms of this

lease be charged, laid, levied, assessed or imposed upon or become a lien

upon the personal property of the Tenant used in the operation of the

demised premises, or in connection with the Tenant's business conducted on

said premises, or if the Tenant defaults in fulfilling any other material

covenant of this lease, the Landlord may, at its sole option, without

notice, terminate this lease, reenter the demised premises, after a notice

to quit and completion of a summary process action, dispossess the Tenant

or its legal representative or any occupant of the demised premises and

remove their effects, or to institute legal proceedings to that end and the

Landlord shall have all remedies herein set forth.

 In the event of a monetary default, Tenant shall have a fifteen (15)

day grace period after written demand by Landlord to cure such default.

Tenant shall only be entitled to two (2) written notices to cure a monetary

default per calendar year. In the event of a non-monetary default, Tenant

shall have a thirty (30) day grace period after written demand from

Landlord to cure such default. In the event of a non-monetary default which

cannot be cured within said thirty (30) day period, Tenant shall not be

deemed in default if it shall have commenced the cure thereof within such

thirty (30) day period and thereafter proceeds diligently to complete the

cure thereof.

13. REMEDIES FOR DEFAULT: In case of any such default, after the expiration

of any applicable notice and cure period, reentry, expiration and/or

dispossess by summary proceedings or otherwise, (a) the total of all rents

due under this lease shall immediately thereupon become due and payable

without credits or offsets and damages shall be payable as provided below

in this paragraph; (b) Landlord shall use all reasonable efforts to re-let

the premises or any part or parts thereof, either in the name of Landlord

or otherwise for a term which may at Landlord's reasonable judgment be less

than or exceed the period which would otherwise have constituted the

balance of the term of this lease and may grant reasonable concessions or

free rent. The failure or refusal of Landlord to re-let the premises or any

part or parts thereof shall not release or affect Tenant's liability for

damages. In computing such damages there shall be added to the above sums

and deficiency such expenses as Landlord may incur in connection with

re-letting, such as legal expenses, attorney's fees, brokerage and for

keeping the demises premises in good order and for preparing the same for

re-letting. Landlord may make such alterations, repairs, replacements

and/or decorations in the demised premises as Landlord in Landlord's sole

judgment considers advisable or desirable for the purpose of re-letting the

demises premises which shall not operate or be construed to release Tenant

from liability hereunder as aforesaid. Except for Landlord's gross

negligence, Landlord shall in no event be liable in any way whatsoever for

failure to re-let the demised premises, or in the event that the demised

premises are re-let, for failure to collect the rent thereof under such

re-letting. In the event of a material breach by Tenant of any of the

material covenants or provisions hereof, after the expiration of any

applicable notice and cure period, Landlord shall have the right of

injunction and the right to invoke any remedy allowed at law to sue for

rent or other charges due either on a monthly basis or otherwise, or in

equity; (c) Tenant shall be liable for and shall pay to Landlord, as

damages, any deficiency between (i) the Annual Rent and Additional Rent

payable hereunder for the period which would have constituted the unexpired

portion of the Term (conclusively presuming the Additional Rent to be the

same as was payable for the year immediately preceding such termination or

re-entry) and (ii) the net amount, if any, of rent ("Net Rent") collected

under any reletting effected pursuant to the provisions of paragraph 13(b)

for any part of such period (first deducting from the rents collected under

any such reletting all of Landlord's reasonable expenses in connection with

the termination of this Lease or Landlord's re-entry upon the Premises and

in connection with such reletting as set forth in (b) above. In addition,

the Landlord shall be entitled to interest at the rate of eleven (11%)

percent per annum on the total amounts due under this Section from the date

payment was due until the date of payment; (d) Only if Landlord shall not

have collected any monthly deficiencies as aforesaid, Landlord shall at its

sole option, be entitled to recover from Tenant, and Tenant shall pay

Landlord, on demand, as and for liquidated and agreed final damages, a sum

equal to the amount by which the Annual Rent and Additional Rent payable

hereunder for the period which otherwise would have constituted the

unexpired portion of the Term (conclusively presuming the Additional Rent

to be the same as was payable for the year immediately preceding such

termination of re-entry) exceeds the then fair and reasonable rental value

of the Premises for the same period, both discounted to the then due date

at the rate of five (5%) percent per annum. If, before presentation of

proof of such liquidated damages to any court, commission or tribunal, the

Premises, or any part thereof, shall have been relet by Landlord for the

period which otherwise would have constituted the unexpired portion of the

Term, or any part thereof, the amount of rent upon such reletting shall be

deemed, prima facie, to be the fair and reasonable rental value for the

part or the whole of the Premises so relet during the term of the

reletting; (e) In no event (i) shall Tenant be entitled to receive any

excess of such Net Rent over the sums payable by Tenant to Landlord

hereunder, or (ii) shall Tenant be entitled in any suit for the collection

of damages pursuant to this Section to a credit in respect of any Net Rent

from a reletting except to the extent that such Net Rent is actually

received by Landlord prior to the commencement of such suit. If the

Premises or any part thereof should be relet in combination with other

space, then proper apportionment on a square foot area basis shall be made

of the rent received from such reletting and of the expenses of reletting.

14. INDEMNIFICATION: If Tenant shall be in default in the observance of any

term or covenant on Tenant's part to be observed or performed under or by

virtue of any of the terms or provisions in any article of this lease which

shall not have been cured within the grace period provided in this Lease,

Landlord may immediately or at any time thereafter and with notice perform

the same for the account of Tenant, including the prosecution or defense of

any action or proceeding, all at Tenant's expense. In the event that the

Tenant is in arrears in payment of any sums due under this lease, the

Tenant waives the Tenant's right, if any, to designate the items against

which any payments made by the Tenant are to be credited, and the Landlord

may apply any payments made by the Tenant to any items the Landlord sees

fit, irrespective of and notwithstanding any designation or request by the

Tenant as to the items against which any such payment shall be credited.

 In no event shall any advisor, beneficiary, director, officer,

shareholder or employee (collectively, the "Tenant's Parties"), be liable

for the performance of Tenant's obligations under this Lease. Landlord

shall look solely to Tenant to enforce Tenant's obligations hereunder and

shall not seek any damages against any of the Tenant's parties.

 Landlord shall indemnify and hold harmless Tenant and its respective

partners, directors, officers, agents and employees from and against any

and all claims, together with all costs, expenses and liabilities incurred

in or in connection with each such claim or action or proceeding brought

thereon, including, without limitation, attorney's fees and expenses,

arising from or in connection with:

 (i) any material breach or default by Landlord in the

full and prompt payment and performance of Landlord's obligations

under this Lease; and

 (ii) any wrongful act or omission or the gross negligence of

Landlord or any of its partners, directors, officers, agents, or employees

occurring on the Real Property.

15. REPRESENTATIONS: Landlord or Landlord's agents have made no

representations or promises with respect to the said building or demised

premises except as herein expressly set forth in this Lease or to induce

the Tenant to rent the said premises or to enter into this lease. Except as

otherwise provided in this Lease, nothing herein contained shall be

construed as warranting that said premises are in good condition or fit or

suitable for the use and purposes for which they are hereby let, and the

Tenant herewith agrees that it has examined the premises and is fully

satisfied with the physical condition thereof and will make all alterations

and repairs necessary for its use of the premises. Except as otherwise

provided herein, the taking possession of the demised premises by Tenant

shall be conclusive evidence as against Tenant that it accepts same "as is"

and that said premises and the building of which the same forms a part were

in good and satisfactory condition at the time such possession was so

taken.

 Notwithstanding anything to the contrary contained in the Lease,

Landlord hereby represents and warrants to Tenant as follows:

 A. Landlord is the sole fee simple owner of the Real

Property;

 B. The Building is not subjected to control or tax

by any improvement, utility, beautification or similar private

district or association;

 C. There is currently no lease or mortgage superior

in right to this Lease.

 D. The Building can be used for general office use

and is approximately 47,211 square feet.

16. CONDITION ON TERMINATION: Prior to the expiration of the term of this

lease, Tenant shall quit and surrender to Landlord the demised premises,

broom clean, in good order and condition, ordinary wear excepted, and

Tenant shall remove all of its personal property. Tenant's obligation to

observe or perform this covenant shall survive the expiration or other

termination of the term of this lease. If Landlord elects to treat Tenant

as a hold-over from month to month, any concession of rent or agreement in

respect of decorations or the like in the initial term shall not apply to

such hold-over term or terms. If Tenant fails to remove all personal

property from the premises, either upon the termination of its possession

of the premises or upon the termination of this lease, the Landlord, at its

option, may remove the same in any manner that the Landlord may choose

after notice and ten (10) days opportunity to cure and may elect to store

or otherwise dispose of the said effects without liability to the Tenant

for loss thereof, at Tenant's expense; or, the Landlord, at its option,

without notice, may sell such effects, or any of the same, at private sale

and without legal process, for such prices as Landlord may obtain, and

apply the proceeds of such sale against any amounts due under this lease

from the Tenant to the Landlord and against the expense incident to the

removal and sale of such effects, rendering the surplus, if any, to the

Tenant.

17. HOLDING OVER: In the event that the Tenant shall remain in the demised

premises after the expiration of the term of this lease without having

executed a new written lease with the Landlord, such holding over shall not

constitute a renewal or extension of this lease. Any holding over after the

expiration of the term of this Lease or any renewal term shall be construed

to be a tenancy at will at 150% the fixed and any additional or percentage

rents herein specified for the last month of the term or any renewal term

and shall otherwise be on the terms herein specified so far as applicable.

18. PEACEFUL POSSESSION: Landlord covenants and agrees with Tenant that

upon Tenant paying the rent and additional rent and observing and

performing all the material, terms, covenants and conditions, on Tenant's

part to be observed and performed within any applicable notice and cure

period, Tenant may peaceably and quietly enjoy the premises hereby demised

subject, nevertheless, to the terms and conditions of this lease.

19. DELAY OF POSSESSION: If permission is given to Tenant to enter into the

possession of the demised premises or to occupy premises other than the

demised premises prior to the date specified as the commencement of the

term of this lease, Tenant covenants and agrees that such occupancy shall

be deemed to be under all the terms, conditions and provisions of this

lease, except as to the covenant to pay rent, which shall be as set forth

herein for the month of April, at the rate of $47,211.00 for the month.

20. OBLIGATION TO PAY RENT: Except as otherwise provided herein, this lease

and the obligation of Tenant to pay rent hereunder and perform all of the

other covenants and agreements hereunder on the part of Tenant to be

performed shall in no wise be affected, impaired or excused and Landlord

shall have no responsibility or liability because Landlord does not fulfill

any of its obligations under this lease or to supply or is delayed in

supplying any service expressly or impliedly to be supplied or is unable to

make, or is delayed in making repairs, additions, alterations, or

decorations or does not supply or is delayed in supplying any equipment or

fixtures if Landlord does so because of strike or labor troubles or any

outside cause whatsoever including, but not limited to accidents, repairs,

government preemption or by reason of any law, rule, recommendation,

request, order or regulation of any department or subdivision thereof of

any government authority, agency or subdivision, or by reason of the

conditions of supply and demand which have been or are affected by any

emergency, shortage or crisis, or in the event of any business interruption

due to measures taken by the federal, state, county or municipal

authorities, including, but not being limited to, highway or street repair,

changes or restrictions in the flow of traffic or in parking provisions,

and condemnation or razing of adjacent buildings or because of the

breakdown of any equipment or any other cause beyond the Landlord's

control.

21. UTILITIES AND REPAIRS: After notice to Tenant and with Tenant's

reasonable consent, Landlord reserves the right to temporarily stop the

heating, plumbing and electric systems, when necessary, by reason of

accident, or emergency, or for prompt repairs, alterations, replacements or

improvements until same have been completed, in order to comply with its

Lease obligations hereunder.

22. SECURITY: Tenant has deposited with Landlord an irrevocable letter of

credit drawn on a bank in Fairfield County, Connecticut in the sum of

$173,107.00 as security for the faithful performance and observance by

Tenant of the terms, provisions and conditions of this lease. Said letter

of credit shall be automatically renewed during the term of this lease and

any renewal periods. Tenant shall provide Landlord with renewal at least

thirty (30) days prior to the expiration of the term of the letter of

credit. If Tenant fails to do so, Landlord at its option can draw down the

letter of credit and hold cash as security in accordance with the terms of

this paragraph 22. It is agreed that in the event Tenant defaults in

respect of any of the material, terms, provisions and conditions of this

lease, including, but not limited to, the payment of rent and additional

rent, beyond any applicable notice and cure period Landlord may use, apply

or retain the whole or any part of the security so deposited to the extent

required for the payment of any rent and additional rent or any other sum

the Landlord is entitled to hereunder. In the event that Tenant shall have

fully and faithfully complied with all of the terms, provisions, covenants

and conditions of this lease, the security shall be returned to Tenant

within thirty (30) days after the date fixed as the end of the Lease and

after delivery of the entire possession of the demised premises to

Landlord, in accordance with the terms hereof. In the event of a sale of

the Real Property and Building or leasing of the Building, of which the

Demised Premises form a part, Landlord shall have the right to transfer the

security to the vendee or lessee and upon such transferee's acceptance of

the security and notice thereof to Tenant, Landlord shall thereupon be

released by Tenant from all liability for the return of such security.

Tenant further covenants that it will not assign or encumber or attempt to

assign or encumber the monies deposited herein as security and that neither

Landlord nor its successors or assigns shall be bound by any such

assignment, encumbrance, attempted assignment or attempted encumbrance.

23. NON RECOURSE AS TO LANDLORD: Anything contained in this Lease to the

contrary notwithstanding, Tenant shall look solely to the estate and

property of Landlord in the Premises for the collection of any judgment (or

other judicial process) requiring the payment of money by Landlord in the

event of any default or breach by Landlord with respect to any of the

terms, covenants and conditions of this Lease to be observed and performed

by Landlord, subject, however, to the prior rights of the holder or holders

of any mortgage or mortgages covering the Premises, and no other assets of

Landlord or any partner, member, trustee, fiduciary, shareholder or joint

venturer comprising Landlord or related to Landlord shall be subject to

levy, execution or other judicial process for the satisfaction of Tenant's

claims. In the event Landlord conveys or transfers its interest in the

Premises or in this Lease, except as collateral security for a loan, upon

such conveyance or transfer, Landlord (and in the case of any subsequent

conveyances or transfers, the then grantor or transferor) shall be entirely

released and relieved from all liability with respect to the performance of

any terms, covenants and conditions on the part of Landlord to be performed

hereunder from and after the date of such conveyance or transfer, provided

that any amounts then due and payable to Tenant by Landlord (or by the then

grantor or transferor) or any other obligations then to be performed by

Landlord (or by the then grantor or transferor) for Tenant under any

provisions of this Lease, shall either be paid or performed by Landlord (or

by the then grantor or transferor) or such payment or performance assumed

by the grantee or transferee; it being intended hereby that the covenants

and obligations on the part of Landlord to be performed hereunder shall be

binding on Landlord, its successors and assigns only during and in respect

of their respective periods of ownership of an interest in the Premises or

in this Lease.

24. SIGNS AND ADVERTISEMENTS: The Tenant may place any signs,

advertisement, illumination, monument or projection of any kind whatsoever

in or about the windows, or any part of the said Building or Real Property

of such size, design and color as shall be in compliance with all

applicable laws. The Tenant agrees to seek all necessary approvals and pay

all permit and license fees which may be required for the erection and

maintenance of any and all such signs.

25. CHANGES AND WAIVER: This lease or any covenant, agreement or conditions

contained herein cannot be terminated, altered, waived or modified in any

way on behalf of the Landlord or Tenant except by an instrument in writing.

Receipt of rent shall not be deemed or construed to be a waiver of any

other rent or charges due or of the rights of the Landlord under a breach

of any covenants or conditions herein contained, nor shall any waiver be

claimed as to any provisions of this lease unless the same be in writing.

Acceptance of the keys shall not be tantamount to or evidence of a

surrender. The failure of Landlord to seek redress for violation of, or to

insist upon the strict performance of, any covenant or condition of this

lease, or any of the Rules and Regulations set forth or hereafter adopted

by Landlord, shall not prevent a subsequent act, which would have

originally constituted a violation, from having all the force and effect of

an original violation.

26. UTILITY BILLS: The Tenant will pay all charges for fuel, electricity,

water, heat, air conditioning, ventilation, garbage and refuse removal

unless publicly removed at no cost and other utilities, unless otherwise

expressly set forth. The Tenant will pay all charges for electricity as

billed by utility companies directly to Tenant based on actual usage from

Tenant's electric meter. Payment of all utilities shall be considered

additional rent.

27. ADDITIONAL RENT:

 A. Except as otherwise expressly provided for herein, the rent

hereinbefore specified shall be net, net, net to the Landlord. Throughout

the entire term and any extensions or renewal thereof, Tenant shall be

responsible for and shall pay as additional rent, its proportionate share

which is agreed to be one hundred (100%) percent of all costs, expenses and

obligations of every kind except as otherwise provided in this Lease

relating to the demised premises including but not limited to all operating

costs, expenses, and obligations of every kind relating to the operating

and maintenance of the building, all utilities, building supplies,

janitorial services, maintenance and repairs, reasonable fire, hazard,

liability and other insurance(s), all of which except for this lease would

have been chargeable against the premises and payable by the Landlord, real

estate taxes, personal property taxes, assessments, water charges and other

governmental levies and charges, general and special, ordinary and

extraordinary, unforeseen as well as foreseen, of any kind and nature

whatever, (all of which real estate taxes, personal property taxes,

assessments, water charges, and other governmental levies and charges are

hereinafter sometimes referred to as "Imposition"), which are assessed,

levied, confirmed, imposed or become a lien upon the demised premises or

any part thereof, or the personal property of the Tenant or become payable

with respect thereto, it being the intention of the parties hereto that the

rents reserved herein shall be received and enjoyed by Landlord as a net

sum. If, by law, an Imposition is payable, or may at the option of the

taxpayer be paid, in installments (whether or not interest shall accrue on

the unpaid balance or such imposition), Tenant may pay the same (and any

accrued interest on the unpaid balance of such imposition) in installments

as the same respectively become due, provided, however, that such

Imposition and interest thereon shall be fully paid by Tenant no later than

one (1) month prior to the expiration of the term.

 The definition of "Imposition" shall exclude any and all income,

estate, inheritance, death, succession, franchise, partnership, corporate

or capital stock taxes of Landlord.

 B. If any Impositions are required by Landlord's mortgagee to be

escrowed in advance with said mortgagee, payments for said Impositions

shall be made to the Landlord in the manner provided for the payment of

rental, otherwise Tenant shall pay said impositions directly and provide

Landlord with true and accurate copies and receipt of all such payments

upon request.

 C. With respect to the Impositions billed directly to Tenant, Tenant

agrees to furnish to Landlord a true copy of each official receipt of the

appropriate taxing authority or other proof satisfactory to Landlord,

evidencing the payment thereof, upon request. If any Impositions which are

the responsibility of the Tenant are assessed or billed to the Landlord,

the Landlord shall immediately deliver any such bill or statement therefor

to the Tenant and the Tenant shall pay same when due and payable or if paid

by Landlord, within fifteen (15) days thereof.

 D. The Landlord shall take such steps as are necessary in order to

authorize the Tenant to make all payments to be made by the Tenant pursuant

to any provision of this Lease to persons or entities other than the

Landlord, so that all such persons or entities shall accept such payments

from the Tenant. Tenant shall have the right to take an appeal of any tax

assessment on the Real Property or Building, if Landlord fails to do so.

 E. Tenant shall pay all expenses, disbursements, outlays, advances,

costs and attorneys fees which the Landlord may incur in effecting or

enforcing any of the terms of this Lease or the Tenants obligations

hereunder. Any such expenses, disbursements, outlays, advances, costs and

attorney's fees, together with interest at the rate of ten (10%) percent

per annum, shall be paid by Tenant to Landlord within fifteen (15) days of

the rendition of any bill or statement to Tenant therefor.

28. PARKING AREAS: The Tenant shall have the exclusive use of all of the

parking areas at the Real Property. The Landlord shall pay for all capital

improvements to the parking areas such as repaving, however, Tenant shall

be responsible for repaving if parking area is damaged as a result of

Tenant's use (i.e., caused by snow plows or trucks). The Tenant shall pay

all costs for the care, operations, maintenance and repair of the parking

areas including, but not limited to, snow plowing, sanding, police and/or

security protection.

29. USE OF COMMON AREAS: Tenant's use of common areas, if any, shall comply

with all applicable laws, and the rules and regulations of all governmental

authorities having jurisdiction thereof. Tenant shall further pay the cost

of the care, maintenance and cleaning of such common areas. Tenant shall

maintain all landscaping, including plantings, shrubs, flower beds and

grounds located in both the interior and exterior of the Building and

common areas.

30. SIDEWALK: The Tenant, at its sole cost and expense, shall keep and

maintain the sidewalk adjacent to the leased premises clear of

obstructions, ice and snow and shall use reasonable efforts to keep the

said sidewalk free of dirt, debris and other unsightly materials.

31. GARBAGE: Tenant shall pay the cost of removal of any of Tenant's refuse

and rubbish.

32. WAIVER OF JURY TRIAL: Landlord and Tenant hereby waive trial by jury in

any action, proceeding or counterclaim brought by either of the parties

hereto against the other on or in respect to any matter whatsoever arising

out of or in any way connected with this Lease or the relationship of

Landlord and Tenant hereunder, the Tenants use or occupancy of the Demised

Premises and/or any claim of injury or damage.

33. RECORDING: Tenant shall not record this lease without the written

consent of Landlord. However, upon the request of either party hereto the

other party shall join in the execution of a memorandum or so-called "short

form" notice of this lease for the purposes of recordation. Said memorandum

or notice of this lease shall describe the parties, the leased premises and

the term of this lease and shall incorporate this lease by reference.

34. CONSENT TO JURISDICTION: This agreement shall be deemed to have been

made in the State of Connecticut, and shall be interpreted, and the rights

and liabilities of the parties here determined, in accordance with the laws

of that State and as part of the consideration for the Landlord's executing

this lease. Tenant hereby agrees that all actions or proceedings arising

directly or indirectly from this lease shall be litigated only in the

Courts of the State of Connecticut and Tenant hereby consents to the

jurisdiction of any court located within that State.

35. WORD USAGE: As used in this indenture of lease and when required by the

context, each number (singular or plural) shall include all numbers, and

each gender shall include all genders; and unless the context otherwise

requires, the word "person" shall include "corporation, firm or

association".

36. CHANGES TO BE IN WRITING: No changes or other modification of this

lease shall be binding upon a party to this lease unless in writing and

signed by a duly authorized officer or agent of the party to be charged

therewith.

37. INVALIDITY OF PARTICULAR PROVISIONS: If any term or provision of this

lease or the application thereof to any person or circumstance shall, to

any extent, be invalid or unenforceable, the remainder of this lease, or

the application of such term or provision of this lease shall be valid and

be enforced to the fullest extent permitted by law.

38. PROVISIONS BINDING, ETC.: Except as herein otherwise expressly

provided, the terms and provisions hereof shall be binding upon and

shall inure to the benefit of the heirs, executors, administrators,

successors and assigns, respectively, of Landlord and Tenant.

39. NOTICES: All notices and demands, legal or otherwise, incidental to

this lease, or the occupation of the demised premises, shall be in writing.

Any notice or demand shall be sufficient if sent by registered or certified

mail, addressed to the Tenant at the demised premises, and to the address

listed below, or to the Landlord at the place for payment of rent.

If Notice to Tenant: Priceline.com, Incorporated

 800 Connecticut Avenue

 Norwalk, CT

 ATTN: General Counsel

 copy to: Frank L. Baker, Esq.

 Robinson & Cole, LLP

 P.O. Box 10305

 Stamford, CT 06904-2305

If Notice to Landlord,

copy to: Jamie K. Gerard, Esq. Tom Adams, Esq.

 Nevas, Nevas & Capasse Gregory & Adams

 246 Post Road East 190 Old Ridgefield Road

 P.O. Box 791 Wilton, CT 06897

 Westport, CT 06881-0791

40. LATE PAYMENT: If Tenant fails to pay when due any rent, additional rent

or other amounts or charges which Tenant is obligated to pay under the

terms of this Lease, the unpaid amounts shall bear interest at the rate of

ten (10%) percent. Tenant acknowledges that the late payment of any monthly

installment of rent, additional rent will cause the Landlord to lose the

use of that money and incur costs and expenses not contemplated under this

Lease, including without limitation, administrative and collection costs

and processing and accounting expenses, the exact amount of which is

extremely difficult to ascertain. Therefore, in addition to interest, if

any such installment is not received by Landlord within ten (10) days from

the date it was due, Tenant shall pay Landlord a late charge equal to five

(5%) percent of such installment. Landlord and Tenant agree that this late

charge represents a reasonable estimate of such costs and expenses and is

fair compensation to Landlord for the loss suffered from such nonpayment by

Tenant. Acceptance of any interest or late charge shall not constitute a

waiver of Tenant's default with respect to such nonpayment nor prevent

Landlord from exercising any other rights or remedies available to Landlord

under this Lease.

RIDERS: Attached hereto and fully made a part hereof are the

following Riders: RIDER

Dated and sealed the day and year first above written.

WITNESSES:

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 (L.S.)

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 Richard A. Banks

-------------------------------

 (L.S.)

------------------------------- -----------------------------

 Ruth Banks, Trustee u/w

 of Robert O. Banks

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 FIRST UNION TRUSTEE U/W

 OF ROBERT O. BANKS

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 By: (L.S.)

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 Its

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 (L.S.)

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 Kimberly Banks Fawcett

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 RAU FAMILY LIMITED PARTNERSHIP

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 By: (L.S.)

 ---------------------------

 Karen Steinhaus

 General Partner

--------------------------------

 PRICELINE.COM, INCORPORATED

-------------------------------

 By: (L.S.)

 ---------------------------

 Marlene Beeler

 Its Senior Vice President

 of Operations

 Tenant

-------------------------------

 RIDER

I. The Lease is amended by the addition of the following provisions:

 41. BROKER.

 Tenant and Landlord warrant and represent that each party has

not had or dealt with any broker, Realtor or agent, in connection with the

negotiation of this Lease, except CB Richard Ellis, Stamford, Connecticut,

and each party agrees to indemnify (including costs of suit and reasonable

attorney's fees) the other party for any compensation, commission or

charges claimed by any Realtor, broker or agent except CB Richard Ellis,

Stamford, Connecticut, with respect to this Lease, renewal options and the

negotiation thereof.

 42. RENT SCHEDULE.

 COMMENCING ANNUAL RENT MONTHLY RENT

 May 1, 2000

 - April 30, 2002 $1,038,642.00 $ 86,553.50

 1. For the purpose of this Lease, the term "Rental Year" shall mean

each consecutive lease year commencing on May 1, 2000. Tenant agrees to pay

to Landlord as fixed annual rent (the "Base Rent") for the Demised Premises

the amount of One Million Thirty Eight Thousand Six Hundred Forty Two

($1,039,642.00) Dollars, subject to increase as set forth below.

 (a) With respect to the Third Rental year, Tenant shall pay to

Landlord as Base Rent an amount equal to the product obtained by

multiplying the Base Rent hereunder for the Second Rental Year by a

fraction, the numerator of which is the CPI-U for November 1, 2000, and the

denominator of which the CPI-U for the calendar month which is March 1,

2002.

 (b) With respect to each Rental Year following the Third Rental

Year of the term of this Lease, Tenant shall pay to Landlord as Base Rent

during each such Rental Year an amount equal to the product obtained by

multiplying the Base Rent hereunder for the immediately preceding Rental

Year by a fraction, the numerator of which is the CPI-U for the calendar

month which is three calendar months prior to the first calendar month of

the Third Rental Year and each subsequent rental year, as the case may be,

and the denominator of which is the CPI-U for the calendar month which is

three calendar months prior to the first calendar month of the immediately

preceding Rental Year. As an example, if the Base Rent for the Rental Year

beginning May 1, 2002 was $1,000.00; the CPI-U for March 1, 2002 was 100;

and the CPI-U for March 2003 was 105, then the Base rent for the Rental

Year beginning May 1, 2003 would be 105/100 x $1,000.00 = $1,050.00.

 (c) The CPI-U is the "Consumer Price Index - Seasonally

Adjusted U.S. City Average For All Items For All Urban Consumers (1982-84 =

100)" published monthly in the "Monthly Labor Review" by the Bureau of

Labor Statistics of the U.S. Department of Labor.

 (d) If the CPI-U is discontinued, the "Consumer Price Index -

Seasonally Adjusted U.S. City Average For All Items for Urban Wage Earners

and Clerical Workers (1982-84=100)," published monthly in the "Monthly

Labor Review" by the Bureau of Labor Statistics of the United States

Department of Labor ("CPI-W"), shall be used for making the computations in

subsection (a) above. If the CPI-W is discontinued, comparable statistics

on the purchasing power of the consumer dollar published by the Bureau of

Labor Statistics of the United States Department of Labor shall be used for

making the above computations. If the Bureau of Labor Statistics shall no

longer maintain statistics on the purchasing power of the consumer dollar,

comparable statistics published by a financial periodical of recognized

authority selected by Landlord shall be used for making the above

computations. If the applicable statistics are no longer published on a

monthly basis, appropriate adjustments shall be made in performing the

above computation in order to carry out the intent of the parties

hereunder. If the base year "(1982-84=100)" or other base year used in

computing the CPI-U or CPI-W, as the case may be, is changed, the figures

used in making the adjustment in subsection (1) shall be changed

accordingly, so that all increases in the CPI-U or CPI-W, as the case may

be, are taken into account notwithstanding any such change in the base

year.

 (e) Once Landlord has determined the Base Rent payable by

Tenant with respect to the third and each subsequent Rental Year, as the

case may be, Landlord shall notify Tenant in writing of the same ("Revised

Rent Notice"), which notice (notwithstanding anything to the contrary in

this Lease) may be by means of ordinary first-class mail. The Revised Rent

Notice shall contain reasonable details as to the method of calculating the

Base Rent set forth therein. Until Tenant's receipt of the Revised Rent

Notice with respect to a particular Rental year, Tenant shall continue to

pay Base Rent at the rate in effect prior to the receipt of the respective

Revised Rent Notice. As of the first day of the calendar month following

the month in which Tenant receives a particular Revised Rent Notice, Tenant

shall commence the payment of monthly installments of Base Rent at the rate

set forth in such notice. The first such installment shall include an

additional amount equal to the difference between the Base Rent theretofore

paid by Tenant for the respective Rental year, and the revised Base Rent

for such year as set forth in the Revised Rent Notice for such year.

 (f) In no event shall the Base Rent for any Rental Year be less

than the Base Rent for the previous Rental year.

 (g) The maximum increase in the Base Rent in any year from the

prior year shall be four (4%) percent per annum, except for the increase in

the Third Rental Year, which shall not be greater than six (6%) percent per

annum from the prior year.

 43. RIGHT TO TERMINATE.

 Notwithstanding a lease term of ten (10) years, provided Tenant

is not in default of the terms of the Lease beyond any applicable cure

period, Tenant shall have a unilateral right to terminate this lease at the

beginning of the 4th and 7th years therein. In order to exercise its right

to terminate, Tenant must provide Landlord with at least one year's written

notice of its intent to terminate this lease. Time shall be of the essence

with respect to the right to terminate. Together with the written notice,

tenant shall provide Landlord with a non-refundable termination fee

equivalent to five (5) months of the then current base rent. In addition,

Tenant shall reimburse Landlord for any unamortized portion of Landlord's

attorney's fees for the preparation and negotiation of this Lease as well

as Landlord's reasonable legal expenses involved in the termination of the

Lease. Landlord shall provide Tenant with a detailed statement of same,

within forty-five (45) days of incurring such costs.

 44. RIGHT OF FIRST REFUSAL.

 In the event the Landlord decides to sell the Demised Premises

to a third party who is not a current owner during the term of this Lease

or any renewals or extensions thereof and provided the Tenant is not in

default under any of the terms or conditions of this Lease, beyond any

applicable notice and cure period, Landlord shall first give written notice

to the Tenant of any bona fide offer setting forth each of the material

terms and conditions of the offer ("Offer"), together with a copy thereof,

in writing, and the Tenant shall have the right of first refusal to

purchase the premises on the same conditions contained in any Offer. If the

Tenant desires to exercise this right of first refusal, it must do so

within fifteen (15) days from receipt of the copy of the Offer from the

Landlord. Time shall be of the essence with respect to the exercise of this

right. This right is personal to Tenant only. The Tenant shall exercise the

right of first refusal by notifying the Landlord, in writing, by registered

mail, return receipt requested, with payment of one (1%) percent of the

purchase price which shall not be refundable, and the remaining nine (9%)

percent to be paid upon execution of the contract within 5 business days

and the balance of the purchase price to be paid upon the same terms and

conditions and within the same time as provided for in the Offer. This

right of first refusal shall terminate upon the termination of this Lease

and any renewals thereof. If Landlord fails to close on said Offer within

one year of Landlord's original written notice, any new offer shall be

subject to the terms of this paragraph.

 45. OPTION TO RENEW.

 Provided that the Tenant is then in possession of the premises

and not in default under any of the terms of its Lease, the Landlord grants

to the Tenant two (2) five year options to renew this Lease, upon all of

the same terms and conditions except as to base rental, the first option

commencing on the first day of May 2010 and terminating on the 30th day of

April, 2015 and the second option commencing on the first day of May 2015

and terminating on the 30th day of April 2020. The base rental for the

first year of the First Renewal Term shall be the greater of: (a) 95% of

the fair market rental value of the Premises as of May 1, 2009 for

comparable buildings in the area in which the Building is located, leased

on terms comparable to this lease as of May 1, 2009 or (b) the base rental

in effect on the last month of the original Lease Term. Such fair market

rental value shall be determined by written agreement between Landlord and

Tenant.

 If Landlord and Tenant are unable to agree within 30 days after

Tenant's exercise of the option, Landlord and Tenant shall each appoint a

certified commercial real estate appraiser with a minimum of ten (10) years

experience. The two appraisers shall jointly agree on the fair market

rental value for the Premises within 30 days. If they are unable to agree,

they shall jointly select a third appraiser who meets the qualifications

described above. A decision of a majority of the appraisers shall be

binding on the parties. Each party shall bear the cost of its own appraiser

and they shall share the cost of the third appraiser, if necessary.

 The base rental for the first year of the second option term shall be

100% of the fair market rental value of the Premises as of May 1, 2014 but

in no event less than the base rental paid for the last year of the first

option term and shall be determined in the same manner as set forth herein

above.

 The base rental for the 12th through 15th years and 17th through 20th

years shall be determined by cost of living increases as set forth in

paragraph 46, Rental Schedule Renewal Term.

 Said right shall be exercised if at all by the Tenant

delivering to the Landlord in writing its exercise of said right on or

before May 1, 2009 and May 1, 2014, for the first and second renewal terms,

respectively. Failure to exercise the right in writing in the above manner

prior to May 1, 2009, and May 1, 2014 shall cause the right to terminate

without further act by either party. The parties covenant and agree that

time shall be of the essence in the exercise of this right.

 46. RENTAL SCHEDULE RENEWAL TERM.

 1. For the purpose of the First and Second Renewal Terms of this

Lease, the term "Rental Year" shall mean each consecutive lease year

commencing on May 1, 2010 and 2015, respectively.

 (a) With respect to each Rental Year following the initial

Rental Year of the First and Second Renewal Terms of this Lease, Tenant

shall pay to Landlord as Base Rent during each such Rental Year an amount

equal to the product obtained by multiplying the Base Rent hereunder for

the immediately preceding Rental Year by a fraction, the numerator of which

is the CPI-U for the calendar month which is three calendar months prior to

the first calendar month of the Second Rental Year of the renewal term and

each subsequent rental year, as the case may be, and the denominator of

which is the CPI-U for the calendar month which is three calendar months

prior to the first calendar month of the immediately preceding Rental Year

of the renewal term. As an example, if the Base Rent for the Rental Year

beginning May 1, 2010 was $1,000.00; the CPI-U for March 1, 2010 was 100;

and the CPI-U for March 2011 was 105, then the Base rent for the Rental

Year beginning May 1, 2011 would be 105/100 x $1,000.00 = $1,050.00.

 (b) The CPI-U is the "Consumer Price Index - Seasonally

Adjusted U.S. City Average For All Items For All Urban Consumers (1982-84 =

100)" published monthly in the "Monthly Labor Review" by the Bureau of

Labor Statistics of the U.S. Department of Labor.

 (c) If the CPI-U is discontinued, the "Consumer Price Index -

Seasonally Adjusted U.S. City Average For All Items for Urban Wage Earners

and Clerical Workers (1982-84=100)," published monthly in the "Monthly

Labor Review" by the Bureau of Labor Statistics of the United States

Department of Labor ("CPI-W"), shall be used for making the computations in

subsection (a) above. If the CPI-W is discontinued, comparable statistics

on the purchasing power of the consumer dollar published by the Bureau of

Labor Statistics of the United States Department of Labor shall be used for

making the above computations. If the Bureau of Labor Statistics shall no

longer maintain statistics on the purchasing power of the consumer dollar,

comparable statistics published by a financial periodical of recognized

authority selected by Landlord shall be used for making the above

computations. If the applicable statistics are no longer published on a

monthly basis, appropriate adjustments shall be made in performing the

above computation in order to carry out the intent of the parties

hereunder. If the base year "(1982-84=100)" or other base year used in

computing the CPI-U or CPI-W, as the case may be, is changed, the figures

used in making the adjustment in subsection (1) shall be changed

accordingly, so that all increases in the CPI-U or CPI-W, as the case may

be, are taken into account notwithstanding any such change in the base

year.

 (d) Once Landlord has determined the Base Rent payable by

Tenant with respect to the second and each subsequent Rental Year, during

the First and Second renewal terms, respectively as the case may be,

Landlord shall notify Tenant in writing of the same ("Revised Rent

Notice"), which notice (notwithstanding anything to the contrary in this

Lease) may be by means of ordinary first-class mail. The Revised Rent

Notice shall contain reasonable details as to the method of calculating the

Base Rent set forth therein. Until Tenant's receipt of the Revised Rent

Notice with respect to a particular Rental year, Tenant shall continue to

pay Base Rent at the rate in effect prior to the receipt of the respective

Revised Rent Notice. As of the first day of the calendar month following

the month in which Tenant receives a particular Revised Rent Notice, Tenant

shall commence the payment of monthly installments of Base Rent at the rate

set forth in such notice. The first such installment shall include an

additional amount equal to the difference between the Base Rent theretofore

paid by Tenant for the respective Rental year, and the revised Base Rent

for such year as set forth in the Revised Rent Notice for such year.

 (e) In no event shall the Base Rent for any Rental Year be less

than the Base Rent for the previous Rental year.

 (f) The maximum increase in the Base Rent in any year from the

prior year shall be four (4%) percent per annum.

 47. RECYCLING.

 Tenant is responsible for separation and recycling of

all recyclable materials generated by Tenant. No recyclable

materials may be placed in the buildings' common refuse container.

If Landlord provides receptacles for recyclable materials Tenant

shall use those receptacles and follow all instructions pertaining

thereto. Tenant

shall pay for all costs for recycling . Payment for recycling shall be

considered additional rent.

 48. ENVIRONMENTAL MATTERS.

 Tenant shall not cause Hazardous Materials to be stored, used

or spilled, or otherwise deposited on the Real Property, except in material

compliance with all environmental laws. Tenant shall be solely responsible

for the remediation of any release of Hazardous Materials to the

satisfaction of the proper authorities. Tenant shall indemnify and hold

Landlord harmless from any and all claims made by third parties arising

from any release of Hazardous Materials by Tenant.

 In the event, at the termination of the within Lease (or prior

thereto), the Landlord causes a professional engineering company to test

the land for spillage of Hazardous Materials and the same is found to be

caused by the Tenant, then in that event on immediate written notice from

the Landlord to the Tenant, the Tenant is to rid the property of all

Hazardous Materials deposited by it. In the event the Tenant fails to

commence clean up of said Hazardous Materials within ten (10) days of

Notice, then, in that event, the Landlord may commence to rid the property

of said Hazardous Materials, with the understanding, however, that the

Tenant will be liable for the cost thereof. The costs of said engineering

tests to determine whether or not spillage has been made shall be the

Landlord's unless spillage is found, in which case it shall be added to the

cost of clean up.

 49. ASSIGNMENT BY LANDLORD.

 Landlord reserves the right to convey title to the Real

Property known as 141 Danbury Road, Wilton, Connecticut, to a limited

liability company formed and controlled by the Landlord known as Banks-Rau

Realty, LLC and to assign this Lease to said limited liability company, at

no cost to Tenant.

 50. COMPLIANCE WITH ENVIRONMENTAL LAWS.

 A. Landlord shall, at Landlord's expense keep and maintain the

Real Property, in compliance with all Environmental Laws (as hereinbelow

defined). Landlord represents and warrants to Tenant that no Environmental

Permits (as hereinafter defined) are necessary to operate and/or own the

Real Property as an office building.

 B. Landlord represents to the best of its knowledge

that there are no environmental conditions on the Real Property

that require remediation or notification to governmental

authorities.

 C. Landlord hereby indemnifies and holds harmless Tenant from

any and all claims, liabilities, losses, damages or costs (including,

without limitation, reasonable attorney's fees) arising out of or related

to any and all Environmental Conditions (as hereinafter defined) or

Environmental Compliance Liability (as hereinafter defined), except those

resulting from Tenant's acts or omissions.

 D. For purposes of this Lease, these following terms

shall have the respective meanings:

 (i) "Environmental Conditions" shall mean all

circumstances with respect to soil, surface waters, groundwater, ponds,

stream sediment, air, building materials, and similar environmental media,

both on-site and off-site of the Real Property that may require remedial

action and/or that may result in claims and/or demands and/or liabilities

to third parties including, but not limited to governmental entities.

 (ii) "Environmental Compliance Liability" means any and

all liabilities arising under, or related to, compliance with any

Environmental Law applicable to the Real Property or any operations or

assets associated with the Real Property, including without limitation, the

Premises, which may result in claims and/or demands by and/or liabilities

to third parties, including but not limited to, governmental entities.

 (iii) "Environmental Laws" means any and all federal,

State of Connecticut, local or municipal written and published laws, rules,

orders, regulations, statutes, ordinances, codes, or requirements of any

governmental authority regulating or imposing standards of liability or

standards of conduct (including common law) concerning air, water, solid

waste, Hazardous Materials and other environmental concerns.

 (iv) "Hazardous Materials" means any petroleum, petroleum

products, fuel oil, waste oil, explosives, reactive materials, ignitable

materials, corrosive materials, hazardous chemicals, hazardous wastes,

hazardous substances, extremely hazardous substances, toxic substances,

toxic chemicals, radioactive materials, pollutants, toxic pollutants,

herbicides, fungicides, rodenticides, insecticides, contaminant, or

pesticides and including, but not limited to any other element, compound,

mixture, solution or substance which may pose a present or potential hazard

to human health or the environment.

 (v) "Release" means releasing, spilling, leaking,

pumping, pouring, emitting, emptying, discharging, ejecting, escaping,

leaching, disposing, seeping, infiltrating, draining or dumping, or as

otherwise defined under Environmental Laws. This term shall be interpreted

to include both the present, past and future tense, as appropriate.

 (vi) "Environmental Permits" means all permits, approvals

or registrations required to be issued to Landlord by any governmental

authority, or made by the Landlord to any governmental authority, under any

Environmental Laws on account of any or all of the Landlord's ownership or

operation at the Real Property.

 51. APPROVALS.

 All approvals or consents required by Landlord pursuant to this

Lease shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the above, any violation of this provision shall not be the

basis for an award of damages or give rise to any right of setoff, but may

be the basis for a declaratory judgment or specific injunction with respect

to the matter in question.

 52. UTILITY CONNECTIONS.

 Tenant shall have the right to connect with any telephone,

telex and/or any other company's service supplying data information over

telephone lines without interference from the Landlord. Tenant shall have

the right to use all electrical and plumbing risers and branch work located

in the Building for purposes of connecting its systems. Landlord represents

that the current life/safety system, including, without limitation, the

sprinkler system in the Premises is or will be in compliance with law for

purposes of an office use in the Premises.

 53. GENERATOR.

 Tenant shall have the right to install a generator and fuel

source on the existing concrete pad outside the Building and may modify the

same, provided that the use and installation of such generator shall be in

compliance with all applicable laws. Tenant shall submit drawings and

specification of a licensed engineer certifying as to installation

procedure, including details for penetration through roof and/or walls.

 54. UNAVOIDABLE DELAYS.

 The provisions of this paragraph shall be applicable if there

shall occur, on or after the date hereof, any strikes, lockouts or labor

disputes, inability to obtain labor or materials or reasonable substitutes

therefor or acts of God, governmental action, civil commotion, riot or

insurrection, fire or other casualty or other events beyond the reasonable

control of the party obligated to perform. If Landlord or Tenant, as a

result of any of the aforementioned events, shall fail punctually to

perform any term, covenant or condition on its part to be performed under

this Lease, then such failure shall be excused and not be a breach of this

Lease by the party in question, but only to the extent and for the time

occasioned by such event. Notwithstanding anything to the contrary herein

contained, however, the provisions of this paragraph shall not

be applicable to Tenant's obligations to pay, when due and payable, the

rents, additional rent or other sums reserved hereunder.

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 Richard A. Banks

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 Ruth Banks, Trustee u/w of

 Robert O. Banks

 FIRST UNION, TRUSTEE u/w of

 ROBERT O. BANKS

 By:

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 Kimberly Banks Fawcett

 RAU FAMILY LIMITED PARTNERSHIP

 By:

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 Karen Steinhaus

 General Partner

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 Senior Vice President of Operations