

8-31-53
11-23-53

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PERMITS AND
LICENSES

Landlord shall, at its expense, procure all building and other permits and licenses which may be required in connection with said work.

CONTRACTS
FOR THE
WORK

All contracts for said work shall be made by and in the name of and be carried out by Landlord and shall contain provisions permitting issuance of change orders by Tenant as Landlord's agent as hereinabove provided. The contract for installation of the air conditioning equipment shall provide for a one year service warranty. It is further agreed that Tenant shall have the right to make such inspections and tests during the progress of the work as Tenant deems necessary prior to final acceptance thereof by the Landlord.

TIME FOR
PERFORMANCE
OF WORK AND
DELIVERY OF
PREMISES

Landlord shall commence demolition of the existing building or buildings and improvements on Parcels 3, 4 and 5 as soon as reasonably possible after May 31, 1954. Upon commencing demolition as aforesaid Landlord shall proceed with due diligence to perform and complete all work to be performed by Landlord pursuant to this clause 4 hereof with respect to Parcels 1, 2, 3, 4 and 5, subject to delays caused by strikes, acts of God, governmental restrictions or shortages of materials or labor arising by reason of war or other national emergency, or any other cause beyond Landlord's control (it being agreed that inability or failure to finance said work shall not be considered a cause beyond Landlord's control). Upon completion of said work with respect to Parcels 1, 2, 3, 4 and 5 actual possession thereof (except the ground floor space hereinabove reserved to Landlord measuring 33 feet by 100 feet on Parcel 1) shall immediately be delivered to Tenant for Tenant's occupancy free and clear of all tenancies and with the building and