

Requirements of Law

8. Tenant 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 duty upon Landlord or Tenant with respect to demised premises, or the use or occupation thereof, and 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 are 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 the Landlord to any liability or responsibility for injury to any person or persons or to any property by reason of any business or operation being carried on upon said premises; and shall comply with all rules, orders, regulations or requirements of the ~~New York~~ 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, which shall increase the rate of fire insurance on the building of which demised premises form a part, or on property located therein. If by reason of failure of Tenant to comply with the provisions of this paragraph, the fire insurance rate shall at any time 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 violation by Tenant, and shall make such reimbursement upon the first day of the month following such outlay by Landlord. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the building or demised premises issued by the ~~New York~~ Board of Fire Underwriters, or any other body making fire insurance rates for said premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

Subordination

9. This lease is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real property of which demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney in fact to execute any such certificate or certificates for and on behalf of Tenant.

Rules and Regulations

10. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with, the Rules and Regulations set forth on the back of this lease, and such other and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. In case Tenant disputes the reasonableness of any Rule or Regulation hereafter made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for arbitration to the Chairman for the time being of the Board of Directors of the Management Division of The Real Estate Board of New York, Inc., or to such person or persons as he may designate, whose determination shall be final and conclusive upon the parties hereto. No dispute of the reasonableness of any Rule or Regulation shall be deemed a compliance upon Tenant's part with the foregoing provisions of this article unless the same shall have been raised by service of a notice in writing upon Landlord within ten days after the adoption of any such Rule or Regulation. Landlord shall not be liable to Tenant for violation of any of said Rules and Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building.

Property—Loss, Damage

11. Landlord or Landlord's agents shall not be liable for any damage to property entrusted to employees of the building, nor for the loss of any property by theft or otherwise. Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said building or from the pipes, appliances or plumbing works of the same or from the street or sub-surface or from any other place or by dampness or any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, Landlord's agents, servants or employees; nor shall Landlord or Landlord's agents be liable for any such damage caused by other tenants or persons in said building, or for interference with the light or other incorporeal hereditaments, or caused by operations in construction of any public or quasi public work; nor shall Landlord be liable for any latent defect in the building. Tenant shall reimburse Landlord as additional rent for all expenses, damages or fines incurred or suffered by Landlord by reason of any breach, violation or non-performance by Tenant, or Tenant's servants, employees, agents, visitors or licensees of any covenant or provision of this lease, or by reason of damage to persons or property caused by moving property in and/or out of the building or by the installation or removal of furniture or other property of or for Tenant, or by reason of any damage arising out of the occupancy or use by Tenant of demised premises or of the building of which demised premises form a part, or

Destruction—Fire or Other Cause

servants, employees, agents, visitors or licensees. Tenant shall give immediate notice to Landlord in case of fire or accidents to or defects in any fixtures or equipment of the building.
12. If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord 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. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of fire insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. But if the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, the Landlord shall decide not to rebuild the same, 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, which notice shall be given as in Article 31 hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord.

Eminent Domain

13. If the whole or any part of demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. The current rental, however, shall in any such case be apportioned.

Elevators, Heat, Cleaning

14. ~~As long as Tenant is not in default under any of the covenants of this lease, Landlord shall, if and insofar as the existing facilities provide:~~ (a) at Landlord's expense run elevators on business days from 8 A. M. to 6 P. M. except on Saturdays when the hours shall be from 8 A. M. to 1 P. M.; (b) at Landlord's expense furnish on business days from 8 A. M. to 6 P. M. heat to warm the demised premises, when and as required by law; (c) at Landlord's expense cause to be kept clean the halls, corridors and public portions of the building, which are used in common by all tenants. Tenant shall, at Tenant's expense, keep the demised premises clean and in order, to the satisfaction of Landlord, and for that purpose shall employ the person or persons, or corporation approved by Landlord. Tenant shall pay to Landlord the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Landlord to Tenant at such time as Landlord may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rental. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Landlord. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Landlord, are necessary for the proper operation of the building. Landlord reserves the right to stop service of the steam, elevator, plumbing and electric systems, when necessary, by reason of accident, or of repairs, alterations or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed, and shall further have no responsibility or liability for failure to supply steam, elevator, plumbing and electric service, when prevented from so doing by strikes or accidents or by any cause beyond Landlord's reasonable control, or by orders or regulations of any federal, state, county or municipal authority, or failure of coal, oil or other suitable fuel supply, or inability by exercise of reasonable diligence to obtain coal, oil or other suitable fuel. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms or provisions of this lease, or to perform any act or thing for the benefit of Tenant shall not be deemed breached if Landlord is unable to perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

Water Charges

15. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Landlord to be the sole judge) Landlord may install a water meter and thereby measure the Tenant's water consumption for all purposes. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense in default of which Landlord may cause such meter and equipment to be replaced or repaired and collect the cost thereof from Tenant. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered, and on default in making such payment Landlord may pay such charges and collect the same from Tenant. Any such costs or expenses incurred or payments made by the Landlord for any of the reasons or purposes hereinabove stated shall be deemed to be additional rent payable by the Tenant and collectible by Landlord as such. If the building or the demised premises or any part thereof be supplied with water through a meter through which water is also supplied to other premises Tenant shall pay to Landlord as additional rent the sum of *\$ on the 1st day of each month for the Tenant's portion of the total charges of water so metered. Independently of and in addition to any of the remedies reserved to the Landlord hereinabove or elsewhere in this lease, Landlord may sue for and collect any moneys to be paid by Tenant or paid by Landlord for any of the reasons or purposes hereinabove set forth.

Electric Current

16. If Landlord shall purchase or produce the necessary electric current, Tenant shall purchase from Landlord the current consumed, and the bulbs or lamps used, in demised premises, and pay Landlord therefor at the prevailing rates or prices, from time to time, charged for similar service to commercial consumers by any public service company serving the part of the City where the building is located. The amount of current consumed shall be determined by a meter, to be installed by Landlord. Bills for current consumed, and/or bulbs or lamps renewed or replaced, shall be rendered by Landlord to Tenant at such times as Landlord may elect and shall be due and payable when rendered and the amount of such bills shall be deemed to be, and be paid as, additional rental. In the event that such bills are not paid within 5 days after the same are rendered, Landlord may, without further notice, discontinue the service of electric current to the demised premises, without releasing Tenant from any liability under this lease, and without Landlord or Landlord's agents incurring any liability for any damage caused by such discontinuance of service. Landlord may also discontinue such service upon giving to Tenant 30 days' previous notice in writing of Landlord's intention so to do, and thereupon Tenant may contract or otherwise arrange with any person, firm or corporation for the supply of such lamps and current after the expiration of such 30 days. Tenant shall make no change in, and/or additions to, electrical equipment and/or appliances, in demised premises, without the written consent of Landlord first obtained. Rigid conduit only will be allowed by Landlord for exposed work. If, in the opinion of Landlord, Tenant's installation overloads any riser or risers in the building of which the demised premises are a part, Tenant will, at Tenant's own expense, provide an additional riser or risers for such installation; but no riser or risers may be installed without the written permission of Landlord. If any tax be imposed upon Landlord's receipts from the sale or resale of electrical energy or gas or telephone service to Tenant by any municipal, state or federal agency, Tenant covenants and agrees that, where permitted by law, Tenant's pro-rata share of such taxes shall be passed on to and included in the bill of and paid by Tenant to Landlord.