

**TEXTS TO NUMBERED INSERTIONS
1 TO 87 TO STANDARD FORM
OF OFFICE LEASE 8/80**

*JBW
Conventions
add to
Word Perfect
file*

Witnesseth Clause

Insert 1: "except as otherwise set forth herein."

Article 3

Insert 2: "which consent shall not be (a) required, with respect to painting and decorations or to such changes below \$ _____ or (b) unreasonably withheld or delayed, with respect to such changes in excess of \$ _____, so long as, in both instances, such changes do not affect the structure of the building, or interfere with building services or the use of the building by other tenants."

Insert 3: "which consent shall be given as aforesaid"

Insert 4: "which approval shall not be unreasonably withheld. At the expiration or sooner termination of the term of this Lease, Tenant shall have the option of removing at its own expense, or of not removing, any decorations, alterations, additions or improvements heretofore or hereafter installed at the demised premises by Tenant with Landlord's consent, if such consent was required, in order to prepare the same for Tenant's occupancy (including, without limitation, any air conditioning ductwork, partitions, panelling or flooring), and any other ordinary and customary general office installations hereafter installed at the demised premises by Tenant with Landlord's consent, if such consent was required. [Listing of decorations, alterations, additions and improvements heretofore consented to by Landlord, if such consent was required.] Any other decorations, alterations, additions or improvements made by Tenant shall remain upon and be surrendered with the demised premises unless Landlord, by notice given to Tenant not later than twenty (20) days prior to the date fixed as the termination of this Lease, elects to have them removed by Tenant, in which case the same shall be removed by Tenant, forthwith, at Tenant's expense. In the event Tenant elects (or is required) to remove any such installation, Tenant shall promptly repair any damage caused by such removal and restore the demised premises to the condition that existed prior to such installation(s), reasonable wear and tear expected. Any property not so removed shall be retained as Landlord's property."

Insert 5: "reasonably"

Insert 6: "30"

Insert 7: ", payment or otherwise."

Article 4

Insert 8: "Without limiting the generality of the foregoing, Landlord shall make all repairs and improvements necessary to keep in good order and condition the building (including all public and common areas) and all building facilities and systems, including, without limitation, the electrical heating, ventilating, air conditioning, sprinkler, elevator, plumbing, toilet and other

systems which affect, are connected to or service the demised premises; provided, however, that Landlord shall not be required to make any repairs to Tenant's additions or improvements installed by Tenant, or to make any repairs necessitated by the negligence, act or omission of Tenant, its agents, employees or invitees. Except as provided in the foregoing sentence"

Article 6

Insert 9: "or building"

Insert 10: "specific"

Insert 11: "as opposed to the ordinary use thereof by any tenant for [insert permitted uses],"

Insert 12: "reasonable"

Insert 13: "Landlord shall, at its own cost and expense, comply with all other laws, rules, orders, regulations and requirements which require structural repairs to or structural alteration of the building or the demised Premises, unless such repairs or alterations are necessitated by the particular use of the demised premises by Tenant for other than general office use, but may contest, appeal and defer compliance with the same provided that the use or occupancy of the demised premises by Tenant shall not be interfered with and Tenant is not subject to prosecution for a criminal offense by reason of such noncompliance by Landlord. Without limiting the generality of the foregoing, except as hereinafter otherwise provided, Landlord shall be required, at its own expense, to make all alterations and installations in and to the Building and the Demised Premises and to take any other action and incur any other expenses in order to comply with New York City Local Law #5, or any amendment thereof or any law or ordinance successor thereto, including, without limitation, the installation of sprinkler and/or smoke or fire detection systems, or any other similar systems (unless such alterations or installations are necessitated by the particular use of the Demised Premises) by Tenant other than for general office purposes; provided, however, that if such law requires any alterations or installations with respect to partitioning or any other installations made by Tenant, such work shall be done by Tenant at its sole cost and expense."

Insert 14: "reasonable"

Article 7

Insert 15: "Notwithstanding the foregoing, this Lease shall not be subject and subordinate to any future ground or underlying leases or to any future mortgages which may ^{now or} hereafter affect the real property or the building of which the demised premises form a part, or to any renewals, modifications, consolidations, replacements or extensions thereof, unless the holder of each

such mortgage and/or the landlord under each such lease shall agree in writing for the benefit of Tenant, that as long as Tenant shall not be in default under any of the covenants, terms or conditions of this Lease on the part of Tenant to be performed and observed beyond the applicable periods of notice and grace, if any, such holder or landlord shall not join Tenant as a defendant in any action brought to foreclose any such mortgage or terminate any such ground or underlying lease due to a default by the tenant thereunder, and shall recognize Tenant's right to possession under this Lease for the term demised hereunder notwithstanding the foreclosure of any such mortgage or the termination of any such ground or underlying lease, provided the Tenant shall agree to attorn to the holder of any such mortgage or the purchaser at a foreclosure sale or the landlord under any such ground or underlying lease, if any such party shall become the landlord under this Lease. Landlord represents that to the best of its knowledge there are no existing mortgages on the real property or the building of which the demised premises form a part, and that there are no ground or underlying leases on all or any portion of such real property or building, except for a [insert present mortgages]. Landlord agrees to use reasonable efforts to obtain from the first mortgagee, a nondisturbance agreement in Tenant's favor and in form satisfactory to Tenant, to the effect set forth in the first sentence of this Rider 15.

Article 8

Insert 16: "negligent or willful acts or omissions"

Insert 17: ", provided, however, that Landlord agrees that it shall not permanently materially obstruct or darken the windows."

Insert 18: "which consent shall not be unreasonably withheld or delayed"

Insert 19: "reasonably"

Insert 20: "insurance coverage is not available under existing policies,"

Insert 21: "or Tenant's insurance carrier."

Article 9

Insert 22: "or inaccessible"

Insert 23: "or inaccessible"

Insert 24: "or inaccessible"

Insert 25: "If as a result of fire or other casualty the demised premises shall be damaged in whole or in part and if Landlord fails to commence the repair thereof within three(3) months following such destruction and thereafter fails to diligently complete such repair, Tenant may terminate this

insert

lease by giving Landlord written notice which date shall be not less than five (5) no more than sixty (60) days after the giving of such notice, whereupon the terms hereof shall end on the date specified in such notice as if such date were the original date set forth herein for the expiration of the term. If Landlord has commenced the repair thereof within said three (3) months following such destruction,”

Insert 26: “and the premises are so ready”

Insert 27: “Each party agrees to request of its insurer a clause in favor of the other of the type described above, and each party shall notify the other in writing if such clause is obtainable only upon payment of an additional premium. If such clause is obtainable only upon payment of an additional premium, each party shall be obligated to obtain such clause if the other party pays the additional premium charged therefor.”

Article 10:

Insert 28: “Notwithstanding the aforesaid provisions, Landlord shall not have the right to terminate this Lease in the event of a condemnation of 25% or less of the demised premises and shall result in a proportionate reduction of the rent. For purposes of this Article 28, a condemnation shall be defined to include action which results in the termination of this Lease or reduction of traffic or access to the demised premises.”

Insert 29: “but shall have a claim for its relocation expenses, if any, its leasehold improvements, and for a reduction of rent in the event of a condemnation which affects traffic flow or access to the demised premises

Article 11:

Insert 30: “, which consent shall not be unreasonably withheld or delayed, upon the following terms and conditions: In the event of such proposed assignment or subletting, Landlord may, at any time within ten (10) days after the receipt of notice of the proposed assignment or sublease, give to Tenant a notice terminating this lease on the date (referred to as the “Earlier Termination Date”) immediately prior to the commencement date of the term of the proposed subletting or the date of the proposed assignment, as such date shall have been set forth in the notice from Tenant to Landlord of such proposed assignment or subletting, and in the event such notice of termination is given, this Lease shall terminate on the Earlier Termination Date as if such date were the original date set forth herein for the expiration of the term. Notwithstanding the foregoing, Tenant shall have the right, without the consent of Landlord, to assign this Lease or to sublet all or a portion of the demised premises to (I) any corporation which controls, is controlled by, or is under the common control with, Tenant or guarantor, if any; (ii) any corporation into which or with which Tenant or guarantor, if any, merges or consolidates; (iii) any corporation which acquires all or substantially all of the business and assets of Tenant or guarantor, if any,

provided that in any of the foregoing events, (i) such assignee shall expressly agree in writing for the benefit of Landlord to assume all of Tenant's obligations hereunder accruing after the effective date of assignment and (ii) Tenant or guarantor, if any, shall remain liable for the performance of all of Tenant's obligations hereunder. In addition, Tenant shall have the right to allow any of the corporations described in the preceding sentence to occupy portions of the demised premises in accordance with the provisions of this Lease."

Article 13

Insert 31: "Except in the event of an emergency or where such entry is required by law, Landlord's right of entry shall be exercised following reasonable advance notice to Tenant. Landlord agrees that while exercising such right of entry or making such repairs, replacements or improvements, Landlord shall use reasonable efforts to avoid interfering with Tenant's business or disrupting the same."

Insert 32: ", provided that, to the extent practicable, such pipes and conduits must be concealed within ceilings or walls."

Insert 33: ", provided that no 'to let' or 'for sale' signs shall be posted on the demised premises during the term of this Lease."

Insert 34: "Landlord shall not forcibly enter the demised premises except in the event of an emergency or where required by law."

Insert 35: "whereupon this Lease shall terminate."

Insert 36: "(except as hereinafter expressly provided)"

Insert 37: "Notwithstanding the foregoing, Landlord shall not make any such change which would materially reduce the building services and facilities now available to Tenant or materially impede Tenant's means of access to the demised premises."

Article 14

Insert 38: "and Landlord represents that the demised premises do not include vault space."

Insert 39: "if used by Tenant."

Article 15

Insert 40: "Landlord represents that the certificate of occupancy for the building permits the occupancy of

the demised premises for (insert permitted uses] purposes and that the certificate of occupancy shall not be modified in any way which curtails such uses."

Article 16

Insert 41: "which is not dismissed within sixty (60) days"

Insert 42: "Notwithstanding the foregoing, if following an assignment by Tenant or guarantor, if any, ~~Tenant~~ remains liable for the performance of Tenant's obligations under this Lease, neither the bankruptcy, insolvency, reorganization, or arrangement of the party then owning Tenant's interest in the Lease, nor the occurrence of any of the other events described in this Article 16 shall constitute a default by the then tenant in its obligations hereunder."

Article 17

Insert 43: "and the repair of such damage shall not have been promptly commenced by Tenant after its receipt of notice of the existence thereof from Landlord, and shall not have been diligently completed thereafter,"

Insert 44: "and same is not vacated within twenty (20) days;"

Insert 45: "fifteen (15)"

Insert 46: "fifteen (15)"

Insert 47: "fifteen (15)"

Insert 48: "fifteen (15)"

Insert 49: "ten (10)"

Insert 50: "ten (10) "

Insert 51: "ten (10)"

Insert 52: ", upon five (5) days' written"

Article 18

Insert 53: "but Landlord shall use reasonable efforts to re-let the demised premises."

Insert 54: "reasonable"

Insert 55: "reasonable expenses"

Insert 56: ", but Landlord shall use reasonable efforts to re-let the demised premises,"

Article 19

Insert 57: "after the expiration of all applicable notice and cure periods, if any,"

Insert 58: ", upon seven (7) days' notice (except in the event of an emergency or where required by law, in either of such events no prior notice need be given),"

Insert 59: "ten (10)"

Article 20

Insert 60: "Except as expressly provided herein, neither"

Article 21

Insert 61: "or damage by fire or other casualty"

Article 22

Insert 62: "within the expiration of all applicable notice and cure periods, if any,"

Article 24

Insert 63: "either party"

Article 25

Insert 64: "except for mandatory counterclaims."

Article 26

Insert 65: "Except as otherwise provided herein, this"

Insert 66: "Anything contained in Article 4, Article 6, Article 13, Article 26 or Article 28 to the contrary notwithstanding and subject to the provisions of Article 9 of this Lease, if any interruption of Landlord's services including, without limitation, heat, air conditioning, electricity, water or elevator service, or Landlord's failure to make repairs or to comply with any law, ordinance, rule or regulation including, without limitation, Local Law #5, or any amendment thereof or any successor law or ordinance, in each case resulting from causes within Landlord's reasonable control, shall continue for any reason for a period in excess of ten (10) business days, and such

5 weeks of rent due

interruption or failure, as the case may be, results in the denial or otherwise renders impossible or impractical the intended use of substantially the entire demised premises, Tenant shall be entitled to an abatement of rent for the period of such interruption, and if said interruption or failure continues for a period in excess of sixty (60) days (and results from causes within Landlord's reasonable control), Tenant may (not in limitation of Tenant's rights under Article 9) terminate this Lease by giving written notice thereof to Landlord at any time before such services are restored or repairs are made or relevant law, ordinance, rule or regulation is complied with. The foregoing provisions shall not apply in the event the demised premises are damaged in whole or in part as a result of fire or other casualty, and in such event the provisions of Article 9 of this Lease shall govern."

Article 27

Insert 67: "an executive officer of"

Article 28

Insert 68: "for cleaning, drinking and"

Insert 69: "mechanical"

Insert 70: "its direct cost, at Tenant's expense, pro-rated among all tenants in the building requesting the same."

Insert 71: "Subject to the provisions of Article 26 hereof,"

Insert 72: "Subject ^{to} the provisions of Article 26 hereof"

Insert 73: "Subject to its reasonable security regulations, Landlord agrees that the demised premises will be accessible twenty-four (24) hours a day, seven (7) days a week."

Article 30

Insert 74: "arising from and after the date thereof,"

Article 31

Insert 75: "upon prior reasonable notice to Tenant except in the event of an emergency"

Article 32

Insert 76: "Any additional rules or regulations shall be adopted only after written notice to Tenant."

Insert 77: "thirty (30)"

Insert 78: "Landlord agrees that it shall not enforce the rules and regulations more stringently against Tenant than against any other tenant of the building. Additionally, no rules and regulations shall increase Tenant's monetary obligations or materially reduce Tenant's rights under this Lease nor shall Tenant be required to comply with any rules and regulations which prevent Tenant's permitted uses of the demised premises."

Rules and Regulations

Insert 79: "if same shall result in any damage to the demised premises."

Insert 80: "not to be unreasonably withheld or delayed,"

Insert 81: "reasonably"

Insert 82: "if same shall result in any damage to the demised premises."

Insert 83: "unless Tenant gives Landlord the keys to the same."

Insert 84: "and still in Tenant's possession or control".

Insert 85: "reasonably"

Insert 86: "if the same is hazardous to the building or its tenants,"

Insert 87: "reasonable"