

Lease Abstract: Publishing Company



Lease Information

Property: 11 West 42nd Street
Tenant: Springer Publishing Company LLC
Lease Expiration: October 31, 2022

Documents Abstracted

<u>Original Lease</u>	<u>Dated</u>	<u>Description of Contents</u>
Original Lease	April __, 2004	7,926
.....		
1 st Amendment	June 15, 2001	
.....		
2 nd Amendment	February __ 2013	
.....		

Base Rent

	1 st Amendment (11,577rsf)	2 nd Amendment (2,903rsf)
Years LC- 5	\$44.00 per rsf	\$48.00 per rsf
Years 6-10	\$48.00 per rsf	\$52.00 per rsf

Lease Clauses

Late Charges

- If any payment of Rent is not paid when due, interest shall accrue on such payment, from the date such payment became due until paid at the Interest Rate. Therefore, in addition to interest, if any amount is not paid when due, a late charge equal to 5% of such amount shall be assessed, provided, however, that on 2 occasions during any calendar year of the Term, Landlord shall give Tenant notice of such late payment and Tenant shall have a period of 5 Business Days thereafter in which to make such payment before any late charge is assessed.

Holdover

- If Tenant holds over in the Premises after the Expiration Date or sooner termination of the Term, a sum equal to two times the Fixed Rent plus two times Tenant's Tax Payment plus two times Tenant's Operating Payment payable under this Lease for the last full calendar month of the Term in the case of any month (or any portion thereof) of any holdover, (b) if Tenant holds over past 10 days after the expiration or earlier termination of the Term, be liable to Landlord for (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises (a "New Tenant") in order to induce such New Tenant not to terminate its lease by reason of the holding-over by Tenant, and (ii) the loss of the benefit of the bargain if any New Tenant shall terminate its lease by reason of the holding-over by Tenant, and (c) if Tenant holds over past 10 days after the expiration or earlier termination of the Term, indemnify Landlord against all claims for damages by any New Tenant.

Permitted Use

- General, Executive and administrative purposes
- Tenant, at its expense, shall procure and at all times maintain and comply with the terms and conditions of all licenses and permits required for the lawful conduct of the Permitted Uses in the Premises.

Subletting/Assignment:

- Tenant shall have the right to sublet the Premises subject to Landlord's prior written consent, which shall not be unreasonably withheld conditioned or delayed. Landlord to respond within 30 days following Tenant's submittal of its notice to sublet the Premises. **Article 13, Original Lease**

Other Clauses

Premises

- Part 15th Floor

Rentable Square Footage

- 1st Amendment: 11,577 rsf
- 2nd Amendment: 2,902 rsf
14,479 rsf

Real Estate Taxes

- Original Lease: Calendar 2004 Calendar Base Year
- 1st Amendment: Fiscal 2011/2012 Base Years
- 2nd Amendment: Fiscal 2013/2014 Base Years

Proportionate Share

- Tenant's Proportionate: 0.8511% for Real Estate Taxes
- Tenant's Proportionate: 1.210% for Real Estate Taxes
- Tenant's Proportionate: .303% for Real Estate Taxes

Operating Expenses Escalation

- Original Lease: Calendar 2004 Calendar Base Year
- 1st Amendment: Calendar 2011 Base Year
- 2nd Amendment: Calendar 2013 Base Year

Proportionate Share

- Tenant's Proportionate: 0.8818 for Real Estate Taxes
- Tenant's Proportionate: 1.256% for Operating Expenses
- Tenant's Proportionate: .0315% for Operating Expenses

- Tenant's Operating Expenses shall be determined for the Base Expense Year or such Comparison Year to be an amount equal to the like expenses which would normally be expected to be incurred had such occupancy been 95% throughout the Base Expense Year or such Comparison Year.
- All electricity used during the performance of cleaning services, or the making of any Alterations or Restorative Work in the Premises, or the operation of any supplemental or special air- conditioning systems serving the Premises, shall be paid for by Tenant.
- If Tenant requires water for any additional purposes, Tenant shall pay for the cost of bringing water to the Premises and Landlord may install a meter to measure the water.

Electric Charges

- Tenant to pay for its consumption of electric energy at a rent inclusive rate of \$3.00 per rsf, subject to survey by Landlord's electrical consultant.
- If Landlord's Consultant reasonably determines that the full value of the electrical service supplied to Tenant exceeds the Electrical Inclusion Factor, as increased from time to time in accordance with this Section 10.1, then, upon notice to Tenant, Fixed Rent and the Electrical Inclusion Factor shall be increased to reflect the full value, on an annual basis, of such increased electrical usage by Tenant.
- If Landlord's cost of electricity increases or decreases after the Commencement Date for any reason whatsoever, then the Electrical Inclusion Factor shall be increased or decreased, as the case may be, in the same percentage for the remainder of the Term. Landlord's Consultant shall determine the percentage for the changes in the Electrical Inclusion Factor resulting from any change in Landlord's cost of electricity.

Submetering Option

- Landlord shall have the option at any time after the Commencement Date of installing submeters in the Premises at Landlord's expense to measure Tenant's electrical consumption. If Landlord exercises such option, Fixed Rent shall be reduced by an amount equal to the Electrical Inclusion Factor in effect as of commencement of the operation of such submeters, and Tenant shall pay to Landlord, from time to time, but no more frequently than monthly, for its consumption of electricity at the Premises, a sum equal to 105% of the product obtained by multiplying (i) the Cost Per Kilowatt Hour, and (ii) the actual number of kilowatt hours electric consumed by Tenant in such billing period.
- If any tax is imposed upon Landlord's receipts from the sale or resale of electricity to Tenant, Tenant shall pay such tax if and to the extent permitted by law as if Tenant were the ultimate consumer of such electricity. Where more than one meter measures the electricity to Tenant, the electricity measured by each meter shall be computed and billed separately in accordance with the provisions set forth above.

Security Deposit

- Mannheim Holdings LLC

Subletting & Assignment

- Tenant shall not sublet or assignment the Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without Landlord's prior consent in each instance.
- If Tenant desires to assign or sublet all or any portion of the Premises, Tenant shall give notice thereof to Landlord, which shall be accompanied by:
 - (a) with respect to an assignment of this Lease, a fully-executed copy of the assignment and assumption agreement,
 - (b) with respect to a sublet of all or a part of the Premises, a description of the portion of the Premises to be sublet,
 - (c) a copy of the fully- executed sublease agreement.
- If Landlord does not exercise either of Landlord's options provided under Sections 13.2 and 13.3 to terminate or Lease Back the space, and provided no Event of Default then exists, Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld or delayed.
- In consideration of such assignment or subletting, Tenant shall pay to Landlord (a) In the case of an assignment, on the effective date of the assignment, 50% of all sums and other consideration paid to Tenant by the Transferee for or by reason of such assignment (including sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the Transaction Costs; or
If Tenant is a legal entity, the transfer (by one or more transfers), directly or indirectly, by operation of law or otherwise, of a majority of the stock or other beneficial ownership interest in Tenant (collectively "Ownership Interests") other than to a Related Entity shall be deemed a voluntary assignment of this Lease (the holder of a majority of the Ownership Interests in Tenant on the Effective Date is hereinafter referred to as the "Parent Entity"); provided, however, that the provisions of this Article 13 shall not apply to the transfer of Ownership Interests in Tenant if and so long as Tenant is publicly traded on a nationally recognized stock exchange.
- Such consent shall be granted or denied within 30 days after delivery to Landlord of:
 - (i) the documentation and information required under Section 13.2,
 - (ii) a true and complete statement reasonably detailing the identity of the proposed assignee or subtenant ("Transferee"), the nature of its business and its proposed use of the Premises,
 - (iii) current financial information with respect to the Transferee, including its most recent financial statements, and
 - (iv) any other information Landlord may reasonably request, provided that:

Tenant has not and shall not publicize the availability of the Premises or list the Premises to be sublet or assigned with a broker, agent or other entity or otherwise offer the Premises for subletting in any case at a rental rate of less than the fixed rent and escalation rent at which Landlord is then offering to rent other space in the Building but the foregoing provision shall not be deemed to prohibit Tenant from responding to brokers' solicitations and any other inquiries regarding the proposed rental rate or from negotiating a sublease at a lesser rate of rent and consummating the same insofar as it may be permitted under the provisions of Article 13
- In consideration of such assignment or subletting, Tenant shall pay to Landlord:
 - (a) In the case of an assignment, on the effective date of the assignment, 50% of all sums and other consideration paid to Tenant by the Transferee for or by reason of such assignment (including sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the Transaction Costs; or
 - (b) In the case of a sublease, 50% of any consideration payable under the sublease to Tenant by the Transferee which exceeds on a per square foot basis the Fixed Rent and Additional Rent accruing during the term of the sublease in respect of the sublet space (together with any sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the monthly amortized amount of Transaction Costs. The sums payable under this clause shall be paid by Tenant to Landlord monthly as and when paid by the subtenant to Tenant.
- The provisions of Section 13.1 shall not apply to transactions with a business entity into or with which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred
- If the proposed transaction is an assignment of this Lease or a subletting of 75% or more of the rentable square footage of the Premises expiring less than 12 months before the Expiration Date, to terminate this Lease with respect to the entire Premises.
- In the event Tenant desires to sublet or assign, Landlord shall have the right to (1) terminate this Lease with respect to such space as Tenant proposes to sublease (the "Partial Space"), provided the term of the proposed sublease expires less than 12 months before the Expiration Date, upon the terms and conditions hereinafter set forth

- Such option may be exercised by notice from Landlord to Tenant within 30 days after delivery of Tenant's notice along with the applicable documentation and information stated above
- If Landlord receives a notice from Tenant as described in Section 13.2 with respect to a sublease for less than the remainder of the Term, Landlord or its designee may, at its option, in lieu of exercising the option described in Section 13.2 but subject to the same 30-day period, sublease from Tenant the space described in Tenant's notice (such space being hereafter referred to as the "Leaseback Space"). If Landlord exercises its option to sublet the Leaseback Space, such sublease shall be at a rental rate equal to the product of the lesser of (x) the rent per rentable square foot then payable pursuant to this Lease, and (y) the rent per rentable square foot contained in the proposed and executed sublease agreement, multiplied by the rentable square foot area of the Leaseback Space; shall be for the same term as that of the proposed sublease
- Substitute Space:
At any time and from time to time whether before or after the Commencement Date, Landlord shall have the right to substitute other space in the Building ("Substitute Space") for the Premises by notice (a "Substitution Notice") given to Tenant designating the space so substituted for the Premises.

Building / Landlord Services

- Certificate of Occupancy:
Landlord shall during the Term keep in effect at all times a certificate of occupancy issued for the Building permitting the use of the Premises as offices.
- Electricity
Landlord shall redistribute or furnish electricity to or for the use of Tenant in the Premises for the operation of Tenant's electrical systems and equipment in the Premises, at a level sufficient to accommodate a demand load of six (6) watts per usable square foot of office space in the Premises.
- Passenger Service
Landlord shall provide passenger elevator service to the Premises 24 hours per day, 7 days per week; provided, however, Landlord may limit passenger elevator service during times other than Ordinary Business Hours.
- Freight Service
Landlord shall provide at least one freight elevator serving the Premises available upon Tenant's prior request, on a non-exclusive "first come, first serve" basis with other Building tenants, on all Business Days from 8:00 a.m. to 11:45 a.m. and from 1:00 p.m. to 4:45 p.m., which hours of operation are subject to change.
- HVAC
Landlord shall furnish to the Premises heating, ventilation and air-conditioning ("HVAC") in accordance with the Design Standards set forth in Exhibit D during Ordinary Business Hours. Ordinary Business Hours: 8:00 a.m. to 6:00 p.m. on Business Days.

The Building HVAC System serving the Premises is designed to maintain average temperatures within the Premises during the hours of 8:00 a.m. to 6:00 p.m. on Business Days of (i) not less than 68 degrees F. during the heating season when the outdoor temperature is 5 degree F. or more and (ii) not more than 78 degrees F. and 50% humidity + 5% during the cooling season, when the outdoor temperatures are at 89 degrees F. dry bulb and 73 degrees F. wet bulb, with, in the case of clauses (i) and (ii), a population load per floor of not more than one person per 100 square feet of useable area, other than in dining and other special use areas per floor for all purposes, and shades fully drawn and closed, including lighting and power, and to provide at least .15 CFM of outside ventilation per square foot of rentable area.
- Overtime Freight Elevators and HVAC
 - a) The Fixed Rent does not include any charge to Tenant for the furnishing of any freight elevator service or HVAC to the Premises during any periods other than the hours set forth in Sections 10.2 and 10.3 ("Overtime Periods").
 - b) If Landlord furnishes freight elevator or HVAC service during Overtime Periods, Tenant shall pay to Landlord the cost thereof at the then established rates for such services in the Building.
- Cleaning
Landlord shall cause the Premises (excluding any portions thereof used for the storage, preparation, service or consumption of food or beverages, as an exhibition area or classroom, for storage, as a shipping room, mail room or similar purposes, for private bathrooms, showers or exercise facilities, as a trading floor, or primarily for operation of computer, data processing, reproduction, duplicating or similar equipment except that Landlord shall remove ordinary office refuse from such areas in accordance with Section 10.7) to be cleaned, substantially in accordance with the standards set forth in Exhibit E. Any areas of the Premises which Landlord is not required to clean hereunder or which require additional cleaning shall be cleaned, at Tenant's expense, by Landlord's cleaning contractor, at rates which shall be competitive with rates of other cleaning contractors providing comparable services to Comparable Buildings. Landlord's

- cleaning contractor and its employees shall have access to the Premises at all times except between 8:00 a.m. and 5:30 p.m. on weekdays which are not Observed Holidays.

Water

- Landlord shall provide cold water in the core lavatories on each floor of the Building. If Tenant requires water for any additional purposes, Tenant shall pay for the cost of bringing water to the Premises and Landlord may install a meter to measure the water.
- Tenant shall pay the cost of such installation, and for all maintenance, repairs and replacements thereto, and for the reasonable charges of Landlord for the water consumed.

Rubbish Removal

- Landlord shall provide refuse removal services at the Building for ordinary office refuse and rubbish (provided such ordinary office refuse and rubbish in areas not cleaned by Landlord are adequately separated and identified).

All refuse disposal shall be made only through entry ways and elevators provided for such purposes and at such times as Landlord shall designate.

Estoppel Certificate

- Within 7 days following request from Landlord, any Mortgagee or any Lessor, Tenant shall deliver to Landlord a statement executed and acknowledged by Tenant, in form reasonably satisfactory to Landlord, (i) stating the Commencement Date, the Rent Commencement Date and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (ii) setting forth the date to which the Fixed Rent and any Additional Rent have been paid, together with the amount of monthly Fixed Rent and Additional, Rent then payable, (iii) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Landlord is in default, setting forth the specific nature of all such defaults, (iv) stating the amount of the security, if any, under this Lease, (v) stating whether there are any subleases or assignments affecting the Premises, (vi) stating the address of Tenant to which all notices and communications under the Lease shall be sent, and (vii) responding to any other matters reasonably requested by Landlord, such Mortgagee or such Lessor.
- (b) From time to time, within 7 days following a request by Tenant, Landlord shall deliver to Tenant a written statement executed and acknowledged by Landlord, in form reasonably acceptable to Tenant and Landlord, (i) stating the Commencement Date, the Rent Commencement Date and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or, if modified, setting forth all modifications), (ii) setting forth the date to which the Fixed Rent and all Additional Rent have been paid, together with the amount of monthly Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment then payable, and (iii) stating whether or not, to Landlord's knowledge, Tenant is in default under this Lease, and, if Landlord asserts that Tenant is in default, setting forth the specific nature of all such defaults.

SNDA

- Landlord hereby agrees to use reasonable efforts to obtain for Tenant, at no cost to Landlord, a subordination, non-disturbance and attornment agreement from all existing Mortgagees, in the standard form customarily employed by such Mortgagees, provided that Landlord shall have no liability to Tenant, and the subordination of this Lease to any Mortgage shall not be affected, in the event that it is unable to obtain any such agreements.

Tenant Notice Address

- 11 West 42nd Street New York, New York
- Springer Publishing Company, Inc.
536 Broadway, 11th Floor
New York, New York 10012 Attn: Ms. Ursula Springer Mr. Matthew Fenton Ms. Sheri Sussman Mr. Matthew D. Castagna
- Springer Publishing Company, Inc.
- 11 West 42nd Street New York, New York 10036 Attn: Ms. Ursula Springer Mr. Matthew Fenton Ms. Sheri Sussman Mr. Matthew D. Castagna
- Coudert Brothers LLP
1114 Avenue of the Americas New York, New York 10036-7703 Attn: Gerard V. Hannon, Esq.
- 11 West 42 Limited Partnership
c/o Tishman Speyer Properties, L.P.
520 Madison Avenue New York, New York 10022 Attn: Chief Financial Officer
- Tishman Speyer Properties, L.P.
520 Madison Avenue New York, New York 10022 Attn: Chief Legal Officer

Lessee Default

- Only Landlord may institute proceedings to reduce the Assessed Valuation of the Real Property and the filings of any such proceeding by

Tenant without Landlord's consent shall constitute an Event of Default.

- Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Article 13 shall be void and shall constitute an Event of Default.
- if an Event of Default occurs prior to the effective date of an assignment or subletting, then Landlord's consent thereto, if previously granted, shall be immediately deemed revoked without further notice to Tenant, and if such assignment or subletting would have been permitted without Landlord's consent pursuant to Section 13.7, such permission shall be void and without force and effect, and in either such case, any such assignment or subletting shall constitute a further Event of Default hereunder; and
- If Tenant named herein defaults in its obligations to enter into such new lease for a period of 10 days after Landlord's request, then, in addition to all other rights and remedies by reason of default, either at law or in equity, Landlord shall have the same rights and remedies against Tenant named herein as if it had entered into such new lease and such new lease had thereafter been terminated as of the commencement date thereof by reason of Tenant's default thereunder.
- Each of the following events shall be an "Event of Default" hereunder:

(a) Tenant fails to pay when due any installment of Rent and such default shall continue for 5 days after notice of such default is given to Tenant, except that if Landlord shall have given two such notices of default in the payment of any Rent in any 12-month period, Tenant shall not be entitled to any further notice of its delinquency in the payment of any Rent or an extended period in which to make payment until such time as 12 consecutive months shall have elapsed without Tenant having failed to make any such payment when due, and the occurrence of any default in the payment of any Rent within such 12-month period after the giving of 2 such notices shall constitute an Event of Default; or

(b) Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure continues for more than 30 days (10 days with respect to a default under Article 3) after notice by Landlord to Tenant of such default, or if such default (other than a default under Article 3) is of a nature that it cannot be completely remedied within 30 days, failure by Tenant to commence to remedy such failure within said 30 days, and thereafter diligently prosecute to completion all steps necessary to remedy such default, provided in all events the same is completed within 120 days; or

(c) if Landlord applies or retains any part of the security held by it hereunder, and Tenant fails to deposit with Landlord the amount so applied or retained by Landlord, or to provide Landlord with a replacement Letter of Credit (as hereinafter defined), if applicable, within 5 Business Days after notice by Landlord to Tenant stating the amount applied or retained; or

(d) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property

(e) a court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a trustee, receiver or liquidator of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof;

(g) Guarantor does not, or is unable to, or admits in writing its inability to, pay its debts as they become due or is subject to the filing of a petition, case or proceeding in bankruptcy.

Any notice of cancellation of the Term (or Tenant's possession of the Premises) may be given simultaneously with any notice of default given to Tenant.

If Tenant defaults in the performance of its obligations under this Lease, Landlord, without waiving such default, may perform such obligations at Tenant's expense: (a) immediately, and without notice, in the case of emergency or if the default (i) materially interferes with the use by any other tenant of the Building, (ii) materially interferes with the efficient operation of the Building, (iii) results in a violation of any Requirement, or (iv) results or will result in a cancellation of any insurance policy maintained by Landlord, and (b) in any other case if such default continues after 15 days from the date Landlord gives notice of Landlord's intention to perform the defaulted obligation.

The failure of Tenant to move to the Substitute Space pursuant to this Article 27 within 5 days after the expiration of such 30 days' notice shall be an Event of Default, and Tenant shall pay Rent with respect to both the Premises and Substitute Space until Tenant has moved to the Substitute Space.

Any failure by Tenant to pay, or delay in paying, such costs shall constitute a Tenant Delay and, at Landlord's option, an Event of Default.

Force Majeure

Landlord's inability to fulfill or delay in fulfilling any of its obligations under this Lease expressly or impliedly to be performed by Landlord or Landlord's inability to make or delay in making any repairs, additions, alterations, improvements or decorations or Landlord's inability to supply or delay in supplying any equipment or fixtures, if Landlord's inability or delay is due to or arises by reason of strikes, labor troubles or by accident, or by any cause whatsoever beyond Landlord's reasonable control, including governmental preemption in connection with a national emergency, Requirements or shortages, or unavailability of labor, fuel, steam, water, electricity or materials, or delays caused by Tenant or other tenants, mechanical breakdown, acts of God, enemy action, civil commotion, fire or other casualty.

Insurance

- Tenant to obtain and keep in full force: (i) The minimum limits of liability applying exclusively to the Premises shall be a combined single limit with respect to each occurrence in an amount of not less than \$5,000,000; provided, however, that Landlord shall retain the right to require Tenant to increase such coverage from time to time to that amount of insurance which in Landlord's reasonable judgment is then being customarily required by landlords for similar office space in Comparable Buildings.

- Tenant, at its expense, shall obtain and keep in full force and effect during the Term:

The minimum limits of liability applying exclusively to the Premises shall be a combined single limit with respect to each occurrence in an amount of not less than \$5,000,000; provided, however, that Landlord shall retain the right to require Tenant to increase such coverage from time to time to that amount of insurance which in Landlord's reasonable judgment is then being customarily required by landlords for similar office space in Comparable Buildings.

(ii) insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of "Special Form Causes of Loss" or "All Risk" property insurance policies with extended coverage, insuring Tenant's Property and all Alterations and improvements to the Premises (including the Initial Installations) to the extent such Alterations and improvements exceed the cost of the improvements typically performed in connection with the initial occupancy of tenants in the Building ("Building Standard Installations"), for the full insurable value thereof or replacement cost thereof, having a deductible amount, if any, not in excess of \$25,000;

(iii) during the performance of any Alteration, until completion thereof, Builder's Risk insurance on an "all risk" basis and on a completed value form including a Permission to Complete and Occupy endorsement, for full replacement value covering the interest of Landlord and Tenant (and their respective contractors and subcontractors) in all work incorporated in the Building and all materials and equipment in or about the Premises;

(iv) Workers' Compensation Insurance, as required by law;

(v) Business Interruption Insurance

- Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any Above Building Standard Installations, (ii) Tenant's Property, and (iii) any loss suffered by Tenant due to interruption of Tenant's business.

Landlord Repair Obligation

- Landlord shall operate, maintain and, except as provided in Section 6.2 hereof, make all necessary repairs (both structural and nonstructural) to (i) the Building Systems, (ii) the Common Areas, and (iii) the structural components of the Building (including those located in the Premises except as otherwise

Tenant's Repairs / Maintenance

- Tenant shall repair and restore, in a good and workmanlike manner, any damage to the Premises or the Building caused by Tenant's removal of any Specialty Alterations or Tenant's Property or by the closing of any slab penetrations, and upon default thereof, Tenant shall reimburse Landlord for Landlord's cost of repairing and restoring such damage.
- Landlord shall operate, maintain and, except as provided in Section 6.2 hereof, make all necessary repairs (both structural and nonstructural) to (i) the Building Systems, (ii) the Common Areas, and (iii) the structural components of the Building (including those located in the Premises except as otherwise provided in Article 8 hereof), in conformance with standards applicable to Comparable Buildings.

- Tenant shall promptly, at its expense and in compliance with Article 5, make all nonstructural repairs to the Premises and the fixtures, equipment and appurtenances therein (including all electrical, plumbing, heating, ventilation and air conditioning, sprinklers and life safety systems in and serving the Premises from the point of connection to the Building Systems) (collectively, "Tenant Fixtures") as and when needed to preserve the Premises in good working order and condition, except for reasonable wear and tear and damage for which Tenant is not responsible. All damage to the Building or to any portion thereof, or to any Tenant Fixtures requiring structural or nonstructural repair caused by or resulting from any act, omission, neglect or improper conduct of a Tenant Party or the moving of Tenant's Property or Equipment into, within or out of the Premises by a Tenant Party, shall be repaired at Tenant's expense by (i) Tenant, if the required repairs are nonstructural in nature and do not affect any Building System, or (ii) Landlord, if the required repairs are structural in nature, involve replacement of exterior window glass or affect any Building System. All Tenant repairs shall be of good quality utilizing new construction materials.
- Tenant shall maintain in good order and repair the sprinkler, fire-alarm and life-safety system in the Premises in accordance with this Lease, the Rules and Regulations and all Requirements.
- Tenant shall install, if missing, blinds or shades on all windows, which blinds and shades shall be subject to Landlord's approval, and shall keep all of the operable windows in the Premises closed, and lower the blinds when necessary because of the sun's position, whenever the HVAC System is in operation or as and when required by any Requirement.

Limitation of Liability

- Tenant shall promptly, at its expense and in compliance with Article 5, make all nonstructural repairs to the Premises and the fixtures, equipment and appurtenances therein (including all electrical, plumbing, heating, ventilation and air conditioning, sprinklers and life safety systems in and serving the Premises from the point of connection to the Building Systems) (collectively, "Tenant Fixtures") as and when needed to preserve the Premises in good working order and condition, except for reasonable wear and tear and damage for which Tenant is not responsible.
- There shall be no Rent abatement or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others performing, or failing to perform, any Restorative Work.
- Landlord reserves the right to suspend any service when necessary, by reason of Unavoidable Delays, accidents or emergencies, or for Restorative Work which, in Landlord's reasonable judgment, are necessary or appropriate until such Unavoidable Delay, accident or emergency shall cease or such Restorative Work is completed and Landlord shall not be liable for any interruption, curtailment or failure to supply services.
- Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of electric service furnished to the Premises for any reason except if attributable to the gross negligence or willful misconduct of Landlord.
- Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. However, to the extent required by law, Landlord shall use reasonable efforts to mitigate its damages but shall not be

Restoration

- Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises to Landlord vacant, broom clean and in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove all of Tenant's Property and Tenant's Specialty Alterations as may be required pursuant to Article 5.
- Nothing contained in this Lease shall impose upon Landlord any obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease against any other Building tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors or licensees, provided that Landlord shall enforce any of the Rules and Regulations against Tenant in a non-discriminatory fashion.

Unavoidable Delays

Landlord's inability to fulfill or delay in fulfilling any of its obligations under this Lease expressly or impliedly to be performed by Landlord or Landlord's inability to make or delay in making any repairs, additions, alterations, improvements or decorations or Landlord's inability to supply or delay in supplying any equipment or fixtures, if Landlord's inability or delay is due to or arises by reason of strikes, labor troubles or by accident, or by any cause whatsoever beyond Landlord's reasonable control, including governmental preemption in connection with a national emergency, Requirements or shortages, or unavailability of labor, fuel,

steam, water, electricity or materials, or delays caused by Tenant or other tenants, mechanical breakdown, acts of God, enemy action, civil commotion, fire or other casualty.
