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### PARK AVENUE PLAZA COMPANY

May 29, 1980

McKinsey & Company 245 Park Avenue South New York, New York 10017

Attn: Mr. Harvey Golub

RE: PARK AVENUE PLAZA

19 - 23 FLOOR PREMISES

#### Gentlemen:

We submit herewith our estimate of Tenant's Finish Cost for subject premises in the net total amount of \$4,631,857. This amount is the net total cost of the work shown on plans prepared by Skidmore, Owing & Merrill for floors 19, 20, 21, & 22, and by John Crews Rainey Associates for the 23rd floor; as well as engineering drawings prepared by Cosentini Associates for the related HVAC, Electrical, Plumbing and Sprinkler work involved and by the Office of James Ruderman for certain related structural work; and is calculated as follows:

1.	Total Cost of Finish Work 23rd floor (exclusive of costs covered by Tenant's Extra Orders issue to date) per break- down page 2 hereof:	\$1,007,323
2.	Total Tenant's Extra Orders issued to date which are applicable to 23rd floor as listed page 2 hereof:	47,102
3.	Total Cost Finish Work 23rd floor:	1,054,425
4.	Total cost of Finish Work floors 19 through 22 (exclusive of costs covered by Tenant's Extra Orders issued to date) per breakdown page 3 hereof:	<u>4,365,231</u>
5.		198,750
6.	Total Cost Finish Work floors 19 - 22:	4,563,981
7.	Total 19 - 23 floors (Items 3 & 6):	5,618,406
8.	Deduct Landlord's Lease allowance 5 floors:	1,790,425
9.	Net Total:	3,827,981
10.	Add Overhead and Profit @ 21%:	<u>803,876</u>
11.	Total Tenant's Finish Cost:	\$4,631,857

209 PARK AVENUE | NEW YORK CITY 10017 | PLAZA 2-5000

## Breakdown 23rd Floor

3. 4. 5. 6.	Cabinet Work and Wood Doors Hollow Metal Frames Finish Hardware Gyp Drywall & Ceiling Ceramic Tile & Marble in Toilet Rooms Acoustic Tile Ceiling Resilient Floor Tile Painting	\$243,153 151,102 13,210 19,875 - 9,626 255,764 2,681 13,920 69,338 12,250 68,602 4,098 55,522 11,654
	Wood Floor Allowance Marble Surround	20,000 5,790
	Toilet Accessories Motorized Projection Screen Rm. 104	427 2,343
*****	Sub-Total	959,355
		·
	General Conditions @ 5%	47,968
	TOTAL	<u>\$1,007,323</u>

Tenant's Extra Orders issued to date (applicable to floor 23.)

<u>TEO</u>	AMOUNT
13	\$630.00
16	630.00
33	2,382.18*
33A	(413.43)*
39	2,667.00
44	12,646.00
58	28,560.00

Total Tenant's Extra Orders applicable to 23rd floor: \$47,101.75

<sup>\*</sup>Pending formal acceptance.

## Breakdown 19 - 22 Floors

1.	HVAC Electric	\$1,115,188 614,318
	Plumbing	67,913
	Sprinkler	64,350
5.	A. Misc. Iron (Included 5B, 5C, 6B)	-
	B. Stairs	325,349
	C. Ornamental & Arch. Sheet Metal	10,550
6.	A. Rough Carpentry (Included 6A & 6B)	
	B. Cabinet Work & Wood Doors	1,097,240
7.	Sealants (none included)	<del>-</del>
8.	A. Hollow Metal Doors & Frames (Included 6B)	****
	B. Wood Doors (Included 6B)	*****
	C. Finish Hardware (Included 6B)	0 500
	D. Glazing (Including 10A & Part 10C)	8,500
9.	A. Gyp Drywall & Carpentry	377,272
	B. Ceramic Tile (pvt. Toilets)	3,806
	C. Resin Matrix Floor & Base	4,750
	D. Acoustic Tile Ceiling	294,076
	E. Resilient Tile Flooring	14,511 43,989
	F. Painting	43,909
10.	A. Aluminum & Glass Partition (Included 8D)	1,188
	B. Metal Toilet Accessories	114,363
11.	Food Service Equipment	114,303
	Sub-Total	\$4,157,363
	General Conditions @ 5%	207.868
	TOTAL	\$4,365,231

Tenant's Extra Orders issued to date (applicable to Floors 19, 20, 21, & 22)

<u>TEO</u>	TIMUOMA
1	\$63,690.17
lA	(11,053.67)
9	66,066.00
9A	(11,466.00)
10	4,403.83
10A	(764.48)
29	2,382.18
29A	(413.43)

TEO	<u>AMOUNT'</u>
30	2,382.18
30A	(413.43)
31	2,382.18
31A	(413.43)
32	2,382.18
32A	(413.43)
51	40,000.00
52	40,000.00

Total Tenant's Extra Orders applicable to floors 19 through 22:

\$198,750.85

A copy of listings of all items and quantities of work included is forwarded herewith and copies have been sent to Skidmore, Owing & Merrill, and John Crews Rainey Associates. These listings are based on the following:

- 1. John Crews Rainey Associates drawings for the 23rd floor revised as of March 7, 1980, as amended by John Crews Rainey Associate's letter 5/23/80, revising finish work.
- 2. Skidmore, Owing & Merrill drawings for floors 19 22 revised as of April 4, 1980, and the following sketches, plans and details from Skidmore which supplement the April 4th drawing revisions.

44 through	62		4/17/80
64 through	66		4/18/80
67			4/17/80
68			4/16/80
69 and 70			4/17/80
71 through	75		4/18/80
78 through	81		4/25/80
82			4/30/80
,		3 304%	
		showing 19th	4/17/80
fl∞r exit	rights		4/1/700
Un-numbered	d sketch	showing 20th	
		Cols. 35-42	No Date

General qualifications to our previous estimate expressed in our letter of March 10, 1980, apply equally to estimates referred to herein.

We list in the following exceptions and clarifications all items we know to have been excluded from the estimate but do not take responsibility for work not included and not so identified. The following are not included:

- 1. Rated staft enclosure walls and related supporting steel for kitchen exhaust riser if required.
- 2. Furnishing motor operated projection screens and related raise lower switches.
- 3. Furnishing or installing manually operated projection screens.
- 4. Furnishing motor operated light shades and related raise lower switches.
- 5. Furnishing or installing manually operated light shades.
- 6. Furnishing or installing rear view projection glass screens.
- 7. Furnishing or installing speakers or related audio-visual system equipment.
- 8. Furnishing or installing track light fixtures.
- 9. Work related to CRT cabling.
- 10. Work related to low tension outlets for machinery per note 7, Dwg. E-19-P.
- 11. Patching or repairs to any existing work removed or damaged in order to install new work, including repairs or replacement of ceiling tile removed or damaged by installations of other work; for example, telephone cables installed after ceiling work.
- 12. Elevator fascia panels per detail 6, MA-114.

#### The following clarifications apply:

- 1. Locations of electrical outlets in walls and on floors, where not dimensioned on plans, are to be established to sealings.
- 2. All work is estimated to proceed before completion of contiguous or related basic building work which is affected or to be changed.
- 3. Unit prices for wall telephone outlets includes conduit stub to above ceiling only. If New York City Duilding Department requires telephone cable to be installed in conduit within ceiling plenums the cost of conduit would be additional.

In order to meet schedule completion dates we must immediately order the start of the work to be done in your premises. Of particular concern are stairs, cabinet work, HVAC, Electrical, and Sprinkler work.

Your prompt response is requested and we are at your disposal to assist in any way to expedite the release of the work which must proceed immediately in order to avoid delays.

Very truly yours,

PARK AVIENUE PLAZA COMPANY

Arnold Fisher

AF:vw

cc: Mr. C. Zarrello

Mr. D. Wood

#### ARTICLE 3

#### COMMENCEMENT OF TERM

The term of this Lease and Tenant's obligation to pay rent for all of the demised premises shall commence on whichever of the following dates shall first occur: (such date being hereinafter referred to as the "commencement date of the term of this Lease"), (a) the date which is 30 days after the date when the Primary Space, as defined in Section 33.04 of Exhibit D, is substantially ready for occupancy, or (b) the date which is 30 days after the date when the Primary Space is substantially ready for occupancy, which date shall be made earlier by the total number of days delay, if any, caused by Tenant, as defined in Section 33.06 of Exhibit D of this Lease or (c) the date when Tenant takes possession of and occupies the Primary Space and commences the conduct of its business therein; provided, however, in no event shall the term of this Lease or Tenant's obligation to pay rent commence earlier than March 1, 1981.

Notwithstanding the foregoing and the preface to this Lease, in the event of any delay caused by Tenant, as defined in Section delay 33.06 of Exhibit D. Landlord, at its option may, if required to meet mortgage financing conditions, extend the term of this Lease for a number of days equal to the number of days of delay caused by Tenant, plus, at Landlord's separate option, so many additional days as will cause the term to end on the first April 30th which is subsequent to the 26th anniversary of the commencement date of the term of this Lease. Landlord's aforesaid option and separate option to extend shall each be exercised by a written notice from Landlord to Tenant, given within six (6) menths after the commencement date of the term is fixed.

The Primary Space shall be deemed substantially ready for occupancy only when the work to be done therein by Landlord, as provided in Article 33, shall have been substantially completed, a Certificate of Occupancy shall have been issued by the Department of Buildings of the City of New York permitting use of the Primary Space for the purposes permitted by Section 2.01, and provided that in the Primary Space and in the public areas (e.g. corridors, lavatories, etc.), upon the floor or floors in which the Primary Space are located, all facilities such as plumbing, heating, air conditioning, elevator service in the bank or banks of elevators servicing the floors on which the Primary Space is located are in good condition and operating in accordance with the requirements of this Lease, subject to the usual adjustments (i.e. as to balancing of HVAC and adjustment of elevators) needed thereto, and there is access to the Building either from the 52nd Street entrance or 53rd Street entrance and there is unobstructed access from such entrance to the elevators serving the demised premises, separated by appropriate partitions, which may be head-high, from any scaffolding, debris and construction materials, and the exterior of the Building and sidewalks and plaza, within 25 feet of said

entrance, are free of scaffolding, hoists, sidewalk bridges and construction equipment and materials and provided Landlord shall have given Tenant notice (in addition to the 30 days notice hereinafter provided for) of the date that the Primary Space shall be deemed substantially ready for occupancy between 5 and 10 days prior thereto (if said notice is given sooner than said 5 to 10 days, then the commencement date shall be delayed by the number of days' difference between the date specified in the notice and the date of said substantial completion). The work to be done by Landlord shall be deemed to have been substantially completed when it is fully completed except for minor or insubstantial details of construction, decoration or mechanical adjustment remaining to be performed, and provided the Primary Space is accessible and reasonably usable and Landlord will promptly complete such details of construction, decoration or chanical adjustment. Landlord will give Tenant written notice t least thirty (30) days in advance of the date when Landlord supects the Primary Space to be substantially ready for occupancy Tenant.

Tenant shall not be deemed to have taken possession and to have occupied the Primary Space or any portion thereof merely because its contractors are working therein or Tenant is installing furniture and furnishings to prepare space for occupancy.

If Tenant fails to deliver any plans as required by Article 33 thin six (6) months after the date such plans are due the tender, then, and in such event, the term shall be deemed to have commenced thirty (30) days after the date when the Primary reasonably would have been substantially ready for accupancy except for Tenant's delay in (or failure of) compliance with the provisions of Article 33, even though no Certificate of accupancy has been issued or no work to be done by Landord has been commenced or completed.

If, prior to the commencement date of the term of this Lease, less than all of the Primary Space is substantially ready for occupancy by Tenant, and Tenant desires nevertheless to occupy such portion of the Primary Space as is substantially ready for its occupancy, then, anything in Section 3.01 to the contrary notwithstanding, Tenant shall be permitted to enter into possession of such available space for its business Parposes, provided a Certificate of Occupancy shall have been issued by the Department of Buildings of the City of New York Permitting the occupancy of such space for Tenant's business Furposes, and Tenant's obligation to pay fixed annual rent, prior the commencement date of the term of this Lease, shall be that sortion of the fixed annual rental rate for all of the demised Fremises which is equal to a fraction thereof, the numerator of which shall be the rentable square foot area allocable to the Pace which Tenant so occupies and the denominator of which shall the rentable square foot area allocable to the Primary Space. imilarly, if Tenant so occupies for its business purposes a Fortion or portions of the Primary Space prior to the

commencement date of the term of this Lease, then Tenant for such period of time shall pay tax escalation, expense escalation, cleaning cost escalation, and Building electricity payments, equal to a fraction of "The Percentage", as in each of Articles 4 through 7 defined, the numerator and denominator of which fraction shall be as provided in the preceding sentence hereof.

3.03. Landlord shall, in accordance with the foregoing, fix the commencement date of the term of this Lease ("commencement date") and shall notify Tenant of the date so fixed. When the commencement date of the term of this Lease has so been determined, the parties hereto shall within thirty (30) days thereafter, at Landlord's request, execute a written agreement confirming such date as the date of the commencement of the term of this Lease. Any failure of the parties to execute such written agreement shall not affect the validity of the commencement date as fixed and determined by Landlord as accordance.

Notwithstanding the foregoing, and subject to the provisions of action 33.06 of Article 33 hereof, if within fifteen (15) days after the date of Landlord's notice, Tenant shall dispute the commencement date set forth in said notice, then any such dispute shall be determined by arbitration as provided in Article 34 sizeof. Pending the resolution of any such dispute, Tenant stall pay fixed annual rent and additional rents in accordance with the commencement date set forth in Landlord's notice, said pays ants thereafter to be adjusted by the parties in accordance with the aforedescribed determination by the arbitrators, by appropriate payments to Tenant or payments by Tenant.

#### ARTICLE 33

## LANDLORD'S WORK -- TENANT'S DRAWINGS, ETC.

33.01. The parties agree that they will be bound by and will comply with the provisions of this Article 33 as supplemented by Exhibit D (the "Work Letter") attached hereto and made a part hereof. Landlord agrees that it will substantially complete work in the demised premises in accordance with Exhibit D. Tenant agrees it will timely supply to Landlord such drawings and information as set forth in, and otherwise comply with, said Exhibit D. Any reference in this Lease to this Article 33, or the Sections hereunder, is understood to refer to this Article 33 as supplemented by Exhibit D.

#### EXHIBIT D

## Supplement to Article 33

- 33.02. (a) Outline Specifications and Unit Price Schedule. The Outline Specificiations attached as Annex 1 to this Exhibit (as supplemented by Section 33.02(c)), the drawings dated August 21, 1978, referred to in said Outline Specifications and initialled by Landlord and Tenant, and the Summary Sheet and Unit Price Schedule (as supplemented by the Outline Specifications and drawings) attached as Annex 2 to this Exhibit are herein incorporated by reference for the purpose of determining Unit Prices and are not to be deemed the information and drawings to be submitted pursuant to Section 33.03. Unit Price Schedule was prepared by Landlord to indicate the maximum Unit Prices for items specified therein. Although the quantities and total costs shown on the Unit Price Schedule were prepared for floors 18, 19 and 20, the unit prices shown thereon shall be applicable as the maximum Unit Prices for the
- (b) Certain Covenants. (i) Landlord agrees to perform the Finish Work (as defined in Section 33.04). On February 1, 1980 Landlord shall provide Tenant with a schedule in reasonable detail for the completion of the Finish Work and shall advise Tenant thereafter of any significant changes in such schedule.

  (ii) Landlord shall next.
- (ii) Landlord shall perform the Finish Work so as to comply with the requirements of the New York City Building Code, Zoning Resolution, National Board of Fire Underwriters, State Labor Laws and other organizations having jurisdiction over the demised premises.
- (iii) Landlord shall not commence construction of Finish Work until Tenant has given Landlord Tenant's Plans (as defined in Section 33.04).
- (iv) Final approval by Tenant of drawings prepared ND by Landlord does not constitute a waiver of the requirements V of this Exhibit or Tenant's Plans.

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- (v) Landlord shall engage a competent contractor for Finish Work who shall provide for the services of a competent superintendent to be at the job site at all times required to properly supervise the work. The superintendent shall be vested with the authority to confer with Tenant and to make any provisions that may be required to facilitate the Finish Work.
- (vi) Landlord shall supply capable personnel to demonstrate that the demised premises and all its components are complete and working properly.
- (vii) Until completion of all Finish Work, Tenant shall be represented with respect to design and construction of Finish Work only by persons whom Tenant shall designate in writing as its representatives for such purpose. Landlord shall not take directions from or accept approval for substitutions of material, changes in design, or additional work from anyone other than such designated representatives.
- (viii) Landlord shall guarantee all work to be free from defective materials and workmanship for a period of one year from the date of completion of installation of the materials and for such longer period as may be provided for in the applicable contracts pursuant to which such materials and work were provided. Landlord agrees at its own cost and expense to repair and replace all defects covered by such guaranty.
- (ix) Landlord shall allow Tenant to examine from time to time all contracts and subcontracts relating to Finish Work except that Landlord may delete from said contracts and subcontracts the total cost of work (as distinguished from unit prices) covered by such contracts and subcontracts.
- (x) Any Finish Work (including Special Finish Work) not normally performed by subcontractors doing Building Standard Work shall be performed pursuant to contracts awarded through competitive bidding by bidders approved in advance by Landlord and Tenant, such approval not to be unreasonably withheld. Tenant shall have the right to reject any bid, whether or not the lowest, provided Tenant exercises such right reasonably. If Landlord and Tenant cannot agree upon the bidders or the contract to be awarded, then on the written election of

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Landlord the substantial completion of the item or items of work involved in any such Finish Work or Special Finish Work shall not be required as a condition to the Primary Space being deemed substantially ready for occupancy as provided in Section 3.02 of the Lease.

- (c) Heating, Ventilating and Air Conditioning.

  (i) Landlord shall design and install ducts on each floor, together with air diffusers and associated fixtures, to operate in conjunction with the Building's central heating, ventilating and air conditioning system. The system shall be designed to be capable of delivering 100% outside fresh air. The system shall be designed to provide a sound level in the demised premises not to exceed NC35 in all spaces.
- (ii) The system shall be designed to supply throughout the demised premises a minimum of .15 C.F.M. of outside air per square foot of occupied floor area and to maintain temperature and relative humidities as specified below assuming occupancy of one person per 100 square feet of occupied floor area and electrical consumption of 4 watts for all purposes (including lighting and power) per square foot of occupied floor area, except that for the Lunchrooms and Dining Rooms, Lounges and Conference Rooms, the occupancy criteria shall be as specified in Tenant's Plans (collectively "Special Areas").
- (iii) The system shall be designed to be capable of maintaining throughout each thermostatic zone of the demised premises, within reasonable tolerances (which in the case of inside temperature shall be plus or minus 2 degrees), the following inside temperatures when the outside temperatures are as follows:

Outside Temperature	Inside Temperature
Dry Bulb	Dry Bulb
Temperature in	Temperature in
Degrees Fahrenheit	Degrees Fahrenheit
0 - 65	Not less than 72
66 - 82	74
83 - 90	76
91 - 95	78

(iv) The inside relative humidity shall be 45% (plus or minus 5%), except that if the outside relative humidity is less than 45%, then the inside relative humidity may be less than 45%.

- (v) The system shall be capable of being operated on a 24-hour basis and of furnishing heating or cooling, regardless of the season, sufficient to meet the above criteria.
- 33.03. Schedule for Tenant's Plans. Tenant agrees that it will furnish to Landlord, for its approval, and to Landlord's General Contractor, the following information and drawings, as to the Primary Space, on or before the following listed dates:

## (1) June 1, 1979:

- a. The location and extent of floor loading in excess of 50 pounds per square foot live load plus 20 pounds per square foot for partitions, location of all floor openings, including any interconnection stairwell.
- b. The special air conditioning needs by location, and general description of need.
- c. Location and description of special plumbing or requirements.
- d. Estimated total electrical requirements, including lighting, to the extent required for determining the electrical load for each floor.

(2) October 1, 1979:

not met

Complete set of architectural drawings and details including, but not limited to, the following:

- a. Drawings showing partition locations, and type.
- b. Drawings showing door locations, size and type, and hardware schedule.
  - c. Drawings showing reflected ceiling plans.
- d. Drawings showing the location of electrical  $\rho 2 M^{2}$  outlets and telephone outlets.
- e. Drawings showing any cabinet work, ornamental metal work, architectural installations and details.

- f. Drawings showing air conditioning requirements, people, equipment and special conditions.
- Drawings showing specific plumbing require- Annual Ancluding plans and sections.

  Drawings showing any ceiling heigh.

  8 feet 6 inchments, including plans and sections.
- h. Drawings showing any ceiling heights in excess of 8 feet 6 inches and/or non building standard materials, and any other information not delineated in (3) below.

2, 1980:

Finish Schedules, and related plans, if any, including information and specifications for paint schedule, floor covering and wall coverings.

<u>Definitions</u>. The following terms are hereby defined to have the following meanings as used in this Exhibit D (Work Letter):

"Air conditioning requirements" shall mean the information and drawings specified in Section 33.03, supplied by Tenant from which Landlord can design the air conditioning systems for Spelle the space involved, and purchase, fabricate and install the duct work and other materials therefor, including (a) partition and reflected ceiling plans showing dimensioned locations with reference to Building column center lines, existing column faces, core walls, window mullions, or elements such as those, and specifications for special lighting fixtures, giving the length, width and height of that portion of such fixtures which is to be installed above the level of the finished ceiling, (b) the number of occupants expected in each room, (c) the heat dissipated in each room by Tenant's equipment, and (d) any special air conditioning required by Tenant.

"Basic construction" of the Building shall mean, in addition to the structure itself, the central air conditioning and other mechanical and electrical systems and the distribution thereof to locations from which each floor can be served. and the elevators, lobby and other common areas and any other necessary construction, and any other work shown on the architectural, mechanical, electrical, plumbing and spr:nkici drawings and specifications as prepared by Skidmore, Cwings & Merrill, Cosentini Associates Inc., and Office of James Bude:man, constituting the Building Plans as defined on Page : s: the Lease, excluding therefrom items shown on architectura:

drawings and specifications of typical rental areas beyond the building core that are included specifically for purchasing tenant finish materials as distinguished from actual construction.

"Building Standard Work" and "building standard" shall mean the materials and work which Landlord purchases or obtains in quantity from its suppliers or contractors for general use in finishing premises in the Building for individual tenants.

"Change Cost" shall mean all costs or expenses incurred by Landlord as a result of any change in Tenant's Plans as related to

- (i) any additional architectural or engineering services,
- (ii) any changes to materials in process of fabrication,
- (iii) cancellation or modification of supply or fabrication contracts, or
- (iv) removal or alteration of work or plans completed or in process.

"Expansion Space" shall mean all portions of the demised premises which are not Primary Space.

"Expansion Space Plans" shall mean the Tenant's information and drawings specified in Section 33.03, for the Expansion Space.

"Finish Cost" shall mean the total of (a) the cost for items of Finish Work for which Unit Prices shall exist determined by multiplying each such item by its Unit Price, (b) the cost for items of Finish Work for which no Unit Prices shall exist determined at the cost thereof to Landlord, (c) and Change Cost, and (d) (to cover Indirect Job Costs and general conditions) 5% of each of the costs referred to in clauses and (b).

"Finish Schedules" shall mean the complete listing of the finishes to be applied to all wall and floor surfaces forming a part of the Finish Work and detailed specifications of such wall and floor coverings, including color samples.

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identification of materials by manufacturers' catalogue numbers, if applicable, and any other information which Landlord will need to order material and perform the work.

"Finish Work" shall mean all (except as provided in Section 33.08) of the materials and work to be added to the basic construction of the Building to finish the demised premises for Tenant in accordance with Tenant's Plans and this Article, including any electrical or plumbing work required to meet Tenant's electrical and plumbing requirements and any air conditioning work required to be done in the demised premises to meet the design conditions contained in Section 33.02 hereto and Tenant's special air conditioning requirements (such electrical, plumbing and air conditioning work to be in accordance with plans and specifications designed by Landlord's engineers to fit Tenant's Plans, which plans and specifications shall be available for review and suggestion by Tenant); provided, however, that (no furniture, trade fixtures or decorative effects (such as drapes and pictures), special office equipment, carpeting or telephone installation shall be part of the Finish Work.

"Indirect Job Costs" shall mean the costs of on-thejob services performed by Landlord, such as cleanup, removal of waste and debris, protection of work in progress or completed, guard service, temporary maintenance and services, utilities and use of elevators and hoists, in connection with Finish Work.

"Notice" shall, as used in this Article only, and notwithstanding the general provisions of Section 31.01, mean any letter, memorandum or other written communication to Landlord or Tenant which is either mailed to such party in a post-paid envelope (which shall be registered or certified mail, return receipt requested), or delivered to an authorized representative of such party as follows: if the Notice is to Landlord it shall be adressed, and either so mailed or delivered, to Landlord at 299 Park Avenue, New York, New York, 10017, marked to the attention of ARNOLD FISHER; and if the Notice is to Tenant. it shall be addressed, and either so mailed or delivered, to Tenant at 245 Park Avenue, New York, New York, 10017, marked to the attention of HARVEY GOLUB, and to Skidmore, Owings & Merrill. 400 Park Avenue, New York, New York, 10017, marked to the attention of Paul Baren; or to such other authorized representative as either party shall designate by Notice to the other given putsuant hereto; provided that such Notice is deemed to be given when received by mail or delivered to an authorized representative.

"Primary Space" shall mean those portions of the demised premises so designated by Tenant in a Notice to Landlerd

given on or before June 1, 1979, or in the absence of such Notice, those portions of the demised premises for which those portions of Tenant's Plans referred to in Section 33.03(1) shall have been delivered to Landlord by June 1, 1979. On or before October 1, 1979, Tenant by Notice to Landlord may designate any additional portions of the demised premises as Primary Space or require that space previously so designated shall no longer be Primary Space, provided that if any additional space shall be designated as Primary Space after June 1, 1979 and shall require special structural, air conditioning, plumbing or electrical work of the sort to be included on the plans referred to in paragraph 1 of Section 33.03, such work (if not included in such plans, delivered on or before June 1, 1979) shall be regarded as a change requested by Tenant.

"Primary Space Plans" shall mean the Tenant's information and drawings specified in Section 33.03, for the Primary Space.

"Special Finish Work" shall mean millwork, cabinet work, marble work, ornamental metal work or other unusual decorative work shown on Tenant's Plans provided such work is not normally performed by subcontractors doing Building Standard Work.

"Tenant's Finish Cost" shall mean the sum of (a) the excess of Finish Cost over \$1,785,355 (\$13 per rentable square foot) plus (b) 21 percent of such excess to cover construction fee, overhead and profit.

"Tenant's Plans" shall mean the information and drawings specified in Section 33.03, for the Primary Space and for the Expansion Space, if any, and shall consist of the final plans and specifications (not including air conditioning, electrical, plumbing, engineering, design drawings and specifications, which shall be prepared by Landlord's architect or engineer), incorporating all information, including the Finish Schedules, which may be needed by Landlord to perform or let contracts for the performance of the Finish Work (including the details of all such work and the dimensioned locations thereof with reference to building column center lines) prepared by Tenant's interior architect or designer to describe the manner in which Tenant desires the demised premises to be finished for Tenant, including any changes thereto from time to time requested by Tenant or made to obtain the approvals or permits referred to in Section 33.05, all of which plans, specifications and changes shall be subject to Landlord's approval, which shall not be unreasonably withheld.

"Unit Price" for an item of Finish Work for which a unit price is provided in the applicable contract between Landlord (or its general contractor) and a supplier of Building Standard Work shall mean (A) in the case of the Primary Space, the lower of (i) the unit price for such item contained in such contract and (ii) the unit price for such item set forth in Annex 2 to this Exhibit, and (B) in the case of the Expansion Space, the unit price for such item contained in such contract.

"Working Days" shall mean all days other than Saturdays, Sundays and days proclaimed as legal holidays by the State of New York or the Federal Government or the unions involved in doing the Building Standard Work.

- 33.05. Filing of Plans. Tenant shall, with reasonable speed and diligence and at its own cost and expense, so as not to delay Finish Work, file Tenant's Plans and any plans prepared by Landlord's engineers for air conditioning, mechanical and electrical work forming a part of the Finish Work, with the Department of Buildings of the City of New York and shall take whatever action shall be necessary (including modification of Tenant's Plans) to obtain and maintain all necessary approvals and permits from said Department of Buildings (or other governmental authorities having jurisdiction) with respect to such plans, the completion of the work reflected therein and any modification of the Building's Certificate of Occupancy (temporary or permanent) which may be required, and shall deliver copies of all of the same to Landlord. Each floor of the Demised Premises shall be filed for separately. Landlord shall cooperate with Tenant in connection with the aforesaid and shall cause the Landlord's architects and engineers to make any changes in the plans referred to above as prepared by them which may be necessary for the Tenant to comply with its obligations hereunder. Tenant will promptly furnish to Landlord copies of all Buildings Department approved drawings.
- 33.06. Delays. (a) If a delay in excess of three (3) days shall occur in the delivery of the Primary Space Plans called for in Section 33.03 at the time required therein, then each day of such delay shall, at Landlord's option, be deemed to be a day of "delay caused by Tenant" for purposes of Article 3 of this Lease.
- (b) If and to the extent that a delay shall occur in the completion of the Primary Space Finish Work by Land-lord which would not have occurred but for one or more of the

following causes: (i) any Notice by Tenant directing Landlord to hold up proceeding with a segment of the Primary Space
Finish Work either because of a possible change therein by
Tenant or for any other reason, or (ii) any change made at the charge.
Tenant's request in any Primary Space Plans, then, if Landlords Points, shall comply with subdivision (d) of this Section, any such delay shall, at Landlord's option, be deemed to be a "delay caused by Tenant" for purposes of the preface to and Article 3

- (c) The extent of any delay referred to in this Section (except that referred to in subdivision (a) of this Section) shall be determined in the following manner: Landlord shall notify Tenant of the estimated length of the delay involved within a reasonable time after the information necessary to estimate such delay is available (which Notice shall include the reasons for Landlord's estimate), and the extent of such delay shall be deemed to be as so estimated unless, within 3 Working Days after the receipt of such Notice by Tenant, Tenant shall notify the Landlord of any disagreement therewith (including Tenant's reasons therefor).
- If a dispute shall arise as to the extent of any delay referred to in this Section such dispute shall be resolved by arbitration in New York City in accordance with the Rules of the American Arbitration Association, with three arbitrators designated by the American Arbitration Association and in accordance with the provisions of this Article 34 of this Lease, and judgment upon the award may be entered in any court having jurisdiction thereof, provided, however, no delay as to which Landlord shall have given an estimate as provided in subdivision (d) shall be found by the arbitrators to be longer than such estimate. Pending resolution of such dispute Landlord may proceed with the work except that if the delay relates to a change requested by Tenant and, within 3 Working Days after receipt of the Notice from Landlord contemplated in subdivision (d) above, Tenant shall notify Landlord not to proceed with such change, Landlord shall proceed with the work without giving effect to the change.
- 33.07. Finishing of Premises. Tenant shall pay to Landlord the Tenant's Finish Cost in reasonable installments during the progress of the Finish Work within ten days of the rendition of bills therefor by Landlord, so that 90% thereof shall be paid during the progress of the work and the balance upon demand after substantial completion.

Within a reasonable time (in the light of the amount of detail required and so as not to affect the time table of

the work involved) after receipt of any Tenant's Plan, or of any change thereto, Landlord shall give Notice to Tenant of Landlord's estimate of the amount, if any, of Tenant's Finish Cost, including any Change Cost, arising therefrom and the method of computation of such Cost. Landlord's representatives shall be immediately available to Tenant to discuss such amount. Landlord shall obtain Tenant's approval of such Cost before proceeding with such work. Tenant shall notify Landlord of its approval or disapproval of such estimated amount within 10 Working Days after receipt thereof by Tenant. Tenant shall give Notice to Landlord in detail of any disagreement therewith, in which event Landlord and Tenant shall attempt to resolve such disagreement within 3 Working Days. If no such Notice by Tenant is given, or if agreement is reached, then the estimated amount stated in Landlord's Notice, or the agreed cost, as the case may be, shall thereafter be conclusively binding on both parties. If such Notice by Tenant is given and no agreement is reached, Tenant shall within 5 working days after the termination of said 3 working days either (i) authorize Landlord to proceed with the work, in which event Tenant's Finish Cost therefor shall be determined by arbitration pursuant to Article 34 of the Lease, (ii) if the item in dispute relates to a change requested by Tenant in Tenant's Plans, direct Landlord to proceed with the work without giving effect to such change, or (iii) submit a new request for a change in Tenant's Plans. If Tenant shall fail to take any of the actions specified in the preceding sentence, Landlord may proceed with the work but, if the dispute relates to a change requested by Tenant, without giving effect to such change.

33.08. Special Finish Work. If in Landlord's reasonable judgment (assuming a construction schedule allowing for a reasonable amount of Special Finish Work with reasonable detail after taking into account the location and quality of the Bulding and its anticipated tenancies) the performance of any item or items of Special Finish Work will result in a delay in the completion of Finish Work, Landlord shall give Tenant a Notice to that effect within 30 Working Days after specifying the reasons for the delay and, to the extent read: !; plans available to landless. available to Landlord, attaching appropriate evidence of such Within 8 Working Days after receipt of such Notice. Tenant may elect by Notice to Landlord either (i) to have such item or items of Special Finish Work performed by Landlord and agree that substantial completion of such item or items ana:: not be required as a condition to the Primary Space being deemed substantially ready for occupancy as provided in Section 3.02 of the Lease, (ii) to eliminate such item or :tems of

Special Finish Work, (iii) to modify such Special Finish Work so as to eliminate the cause for delay, or (iv) to have such item or items of Special Finish Work performed by contractors retained by Tenant and no longer deemed part of the Finish Any dispute as to what constitutes an item of Special Finish Work or as to the reasonableness of Landlord's judgment that performance of an item of Special Finish Work will result in delay shall be determined by arbitration as provided in Article 34 of the Lease. Landlord agrees that its construction schedule shall allow for the installation of Special Finish Work on each floor of the demised premises, a period commencing when such floor becomes available for the expeditious installation of such Special Finish Work and ending not less than ten (10) weeks from the time the last floor of the demised premises becomes available for the expeditious installation of such Special Finish Work. If Finish Work to be done by Landlord shall be substantially completed prior to the end of said 10 week period, the preceding sentence shall not be deemed to extend the date when the demised premises are deemed substantially ready for occupancy, to a date later than the date of substantial completion of Finish Work to be done by Landlord.

33.09. Access Prior to Lease Commencement Date. Tenant may have access to the demised premises during the period prior to the Lease commencement date for the purposes of (a) making installations therein which are work to be be performed by Tenant pursuant to Article 33, and (b) doing its decorative work, such as carpeting and draperies.

In connection with such access, Tenant covenants (a) to cease promptly upon request by Landlord any activity or work during any period which shall interfere with or delay Landlord's prosecution or completion of the Finish Work or of the Building, and (b) that Tenant shall comply promptly with all procedures and regulations reasonably prescribed by Landlord from time to time for coordinating such work and activities with any other activity or work in the demised premises or the Building. access by Tenant shall be demed to be pursuant to all the provisions of this Lease except that there shall be no obligation on the part of Tenant solely because of such access to pay any fixed rent or additional rents for any period prior to the commencement date of this Lease. No material or equipment shall be incorporated in the demised premises in connection with the making of such installations which is subject to any lien, charge, mortgage or other encumbrance of any kind whatsoever,

or subject to any conditional sale or other similar or dissimilar title retention agreement. If Tenant fails to comply with any of the foregoing obligations, in addition to all other rights and remedies hereunder, Landlord may by Notice require Tenant to cease the performance of such activity and work until the Finish Work and the Building have been completed.

33.10. Punchlists. Within sixty (60) days after the commencement date of the term of this Lease, and thereafter within thirty (30) days after the Notice from Landlord that it has completed any other work to be done by Landlord in portions of the demised premises pursuant to Article 33, Tenant shall give Landlord a written notice, in accordance with the provisions of Section 31.04, specifying any details of construction, decoration or mechanical adjustment which remain to be performed by Landlord with respect to any work, and except for the details contained in such written notice from Tenant and, for one year after the commencement date of the term of this lease, latent defects and other matters not reasonably discoverable by Tenant with due diligence, all work obligations of Landlord shall be deemed to have been satisfactorily complied with.

### CUTLINE SPECIFICATIONS

Structure

Structural framing and fireproofing as required to accommodate new interconnecting stairs, library loads, exercise room and kitchen flue.

Partitions

Metal studs with 5/8" gypsum board both sides for all spaces. Double layer gypsum board and taped sound barrier above ceiling in Type "A" offices and in Conference Rooms.

Ceilings

Metal suspension system, mineral acoustical tile 12"  $\times$  12"  $\times$  3/4" with concealed splines, finish as selected by Tenant, except in kitchen/pantry provide gypsum board on suspension system with acoustical insulation above.

Floors

Resilient tile and base of color as selected by Tenant in Storage Rooms and File Rooms. Flat base in carpeted areas. Carpet by Tenant. (Credit for resilient flooring in all carpeted areas.)

Metal Doors and Frames

Full height hollow metal doors and frames (including core), labeled where required. Elevator doors to have transom panels to ceiling. Doors and frames to be shop primed and field painted.

Ornamental Metal

Oval stair and railing as shown; highest architectural quality, produced by Allied Bronze, or equal.

Woodwork

Full height solid core English oak doors for all Type "A" offices. Full height solid core wood doors with painted finish for all other offices. English oak panels one storage wall in all Type "A" offices (allow \$1/sq. ft. for flitch). Fabric wrapped self-sealing cork panels, 50% of all walls in Conference and Dining Rooms (allow \$10/lin. yd. for fabric).

Closet doors full height plastic laminate; plastic laminate counters in Mail Room; plastic laminate cabinets in Conference Rooms; plastic laminate convector enclosures. Woodwork of highest architectural quality. complying with AWI standards, produced by Langentacter. or equal.

Hardware

All hardware to be heavy duty Corbin, or equal. The and bottom pivots on all office doors, three ball bearing butts on all other doors. Latch and look 10%. As

McKinsev & Company, Inc. "Space Fir" Summary Fisher Park Avenue Plaza required. Concealed closers on all closet and storage room doors. Folished chrome finish.

Ceramic Tile

Ceramic tile walls, full height, ceramic mosaic floor tiles in all toilets and powder rooms.

Paint

Gypsum Board: one coat - latex primer, two coats latex flat. Ferrous metal (primer coated): one coat - alkyd flat, two coats - alkyd eggshell enamel. Arch. Steel Stairs - High quality durable arch. coating system to be selected by architect.

Blinds

Narrow slat tapeless.

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## OUTLINE SPECIFICATIONS

## BASE HEATING, VENTILATING AND AIR CONDITIONING SCHEMES

- Provide a central air conditioning system, including all volume control boxes, ductwork, insulation, acoustic treatment, controls, thermostats, fire dampers, access doors, registers, grilles, dampers, air light troffer supply and return (except as hereinbelow stated), and related material adapted to meet the heat load requirements.
- 2. The work shall comprise the design and installation of the ductwork system for each floor, together with air diffusers and associated fixtures, all supplied from a central system.
- The system shall be designed so that the sound level in the Tenant's areas shall not exceed NC-35 in all spaces.
- 4. The system shall be designed and installed for cooling, dehumidifying, and heating the air in the Tenant's areas to conform to the following standards:
  - a. During the normal heating season, to maintain an indoor dry bulb temperature of not less than 72°F., plus or minus 2°F. d.b., when the outdoor dry bulb temperature is lower than 55°F. but not lower than 0°F.
  - b. To maintain comfort cooling for an indoor dry bulb temperature of 78°F., plus or minus 2°F. d.b., and a relative humidity not in excess of 50% when the outside dry bulb temperature is 95°F. and the wet bulb temperature is 75°F.
  - c. During the intermediate seasons, when the outside dry bulb temperatures range between 55°F. and 75°F., to maintain a dry bulb temperature in all zones on a sliding scale with a maximum of 75°F., plus or minus 2°F., whether by 100% outside air or by refrigeration.
  - d. To furnish not less than 0.15 cubic feet of fresh air per minute per square foot of usable area and not less than 0.6 cubic feet of total air per minute per square foot of occupied space.
- 5. Provide separate thermostatic controls for the following spaces where shown on the Tenant's plans:
  - a. For each "A" type office.
  - b. For each group of three (3) "B" type perimeter offices on the same exposure.

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- c. For each group of four (4) "B" type interior offices.
- d. For each group of four (4) "C" type interior offices.
- e. For each Xerox/Coffee Room.
- f. For each Main Reception Area.
- g. For each Waiting and/or Seating Area.
- h. For each Mail and/or Receiving Room.
- i. For the Pantry Area.
- j. For the Dining Room.
- k. For the Visual Aids Area.
- 1. For the Duplicating Area.
- m. For the Supply Room for the Duplicating Area.
- n. For the Library.
- o. For the Telephone Room.
- p. For the D.E.C. Work Area.
- q. For the Accountant Area.
- r. For the Cashier.
- s. For the Transportation Area.
- t. For the D.E.C. Room.

In addition to the above designated thermostatic zones, provide five (5) additional zones per floor where designated on Tenant's plans.

- Notes: (1) In addition to separate thermostatic control for the Dining Room, a reheat control shall also be provided.
  - (2) The temperature in the D.E.C. Room shall not exceed 72°F. during all seasons, and humidity control shall be provided in this space to maintain 50% RH during all seasons and during all hours of operation of the room.
  - (3) The temperature in the Telephone Equipment Room shall not exceed 90°F. during all seasons, and humidity control shall

be provided in this space to maintain 65% RH during all seasons and during all hours of operation, including after hours.

- 6. Provide an autonomous air conditioning system to serve the D.E.C. Room and the D.E.C. Work Area and the Telephone Equipment Room during those hours when the building system is not operating. The system shall be designed to maintain separate temperature and humidity control for the two spaces. The temperature and humidity requirements for the D.E.C. Work Area shall be as described in Paragraph 4 above. The temperature and humidity control requirements for the D.E.C. Room shall be as described in Note 2 under Paragraph 5 above. The temperature and humidity control requirements for the Telephone Equipment Room shall be as described in Note 3 under Paragraph 5 above.
- 7. Provide a separate exhaust fan and duct system located in the hung ceiling controlled by a wall mounted switch with pilot light located in room served by fan for the following rooms:
  - a. For four (4) Conference Rooms designated on Tenant's plans.
  - b. For each Xerox/Coffee Room.
  - c. For the Pantry Area.
- 8. The supply air and return air for all Tenant perimeter offices and spaces shall be through linear type cailing diffusers.
- 9. In addition to Item 8, provide linear type ceiling diffusers for supply and return in areas designated on Tenant's plans, limited to 500 lineal feet in total length.
- 10. Provide acoustically lined sheet metal "jump ducts" for return air transfer to insure complete privacy from sound transmission for every "A" type office and Conference Room (except those Conference Rooms which have exhaust fans, 4 in total) designated on the Tenant's plans.

## SPECIAL HEATING, VENTILATING AND AIR CONDITIONING REQUIREMENTS FOR SCHEMES A' AND B'

- I. Provide additional separate thermostatic control, including reheat control, for each of three (3) Conference/Dining Rooms, the Main Dining Area, the Exercise Room, and both the Men's and Women's Toilet and Dressing Room Areas adjacent to the Exercise Room.
- 2. Provide additional separate thermostatic control for the Kitchen, Executive Dining Area, Medical Room, Projection Room and Reception Areas adjacent to the Main Dining Areas.

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- 3. Provide a separate exhaust fan and duct system, located in the hung ceiling, controlled by a wall mounted switch with pilot light located in the room served by the fan for each of three (3) Conference/Dining Rooms and the Exercise Room.
- 4. Provide separate transfer fan and duct system in the hung ceiling adjacent to the Kitchen. This fan shall be controlled by a wall mounted switch interlocked with the Kitchen exhaust fan detailed hereinbelow. Include a pilot light located in the Kitchen.
- 5. Provide for the Kitchen a vertical flue (including fan and horizontal connection) of 10 gauge black iron with required insulation conforming to all Code requirements for a low temperature chimney classification, from all Kitchen range hoods to the outdoors. Exhaust fans shall be provided and located outside of the Tenant area.
- 6. Provide a direct vapor exhaust hood (including required drainage) from all dishwashers with exhaust expelled outside the building.
- 7. Provide for Men's and Women's Toilet and Dressing Room areas, adjacent to the Exercise Room, an exhaust fan and duct system which shall be connected to the base building toilet exhaust system.
- 8. Provide linear type ceiling diffusers for three (3) Conference/Dining Rooms, Executive Dining Room and Main Dining Room, limited to 400 lineal feet in total length.
- 9. The above requirements for Scheme C shall be over and above that included in the "Base Heating, Ventilating and Air Conditioning Schemes" detailed hereinbefore.

## OVERTIME OPERATION FOR HEATING, VENTILATING AND AIR CONDITIONING (ALL SCHEMES)

The Cwner shall furnish to the Tenant for his approval hourly overtime charges for operating the air conditioning system on a per floor basis for each Scheme. These charges shall include all costs to the Tenant (i.e., all labor for operating equipment, energy, applicable taxes, etc.). The charges shall be for each hour of operation other than normal builting hours (i.e., 8 a.m. to 6 p.m. during the week, and 8 a.m. to 12 took and Saturdays, other than holidays). The charges shall be furnished taxarate of the summer, winter and intermediate seasons.

### BASE PLUMBING AND FIRE PROTECTION SCHEMES

 Provide systems of sanitary drainage, cold vater, and lot water to serve drinking fountains and plumbing fixtures in the factor and laffee Vending Areas. Piping shall connect to base building systems.

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- 2. Provide fully recessed refrigeration units with adjacent fountain, three (3) per full floor, two (2) per partial floor, where shown on Tenant's drawings. One fountain per floor shall be set to facilitate use by a person in a wheelchair.
- 3. Central core toilets shall include water closets and lavatories accessible to, and usable by, the physically handicapped.
- 4. Provide sufficient auxiliary hose racks in recessed cabinets to provide full floor coverage with 125 ft. of hose and 20 ft. spray.
- 5. Provide a complete automatic sprinkler system, connected to the building standpipe system. System shall be hydraulically designed for light hazard density and area of application. Provide additional heads for ordinary hazard density in Library, if required. Install sprinkler heads spaced 6 ft. 0 in. on center around the open stairwell to form a water curtain at each level. All sprinkler heads shall be concealed type such as the Star "Unspoiler."

## SPECIAL PLUMBING AND FIRE PROTECTION REQUIREMENTS FOR SCHEMES A' AND B'

- Provide plumbing fixtures and floor drains, roughing and connections to base building systems for fixtures related to the Exercise Room, the Medical Room, and the Men's and Women's Toilet and Dressing Room areas adjacent to the Exercise Room.
- 2. Set in place, and connect to, all Kitchen equipment requiring plumbing services. Provide a booster heater to raise building hot water temperature to 180°F. at the dishwasher.
- 3. Provide for the Kitchen a sprinkler system complying with ordinary hazard design.
- 4. Provide dry chemical fire extinguishing systems at range hoods in corpliance with Code requirements:
- 5. The above requirements for Schemes A' and B' shall be over and store that included in the "Base Plumbing and Fire Protection Schemes" is tailed hereinbefore.

## BASE ELECTRICAL SCHEMES

- I. Provide an electric distribution system as required to carry electric current to all the lighting and convenience receptacies (et all the below and to all Tenant's electrical equipment, including the feet to branch circuitry.
- 2. Tenant's electrical equipment shall include (but not be include) the following:

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- a. Fcod service equipment.
- b. Computer.
- c. Duplicating machines.
- d. Special tenant heating, ventilating and air conditioning or plumbing equipment.
- e. Vending machines.
- f. Audio-visual equipment.
- g. Dimming equipment.
- 3. The capacity of the 265/460 volt, 3 phase, 4 wire feeder in each electric closet shall not be less than six (6) watts per sq. ft. of rentable floor area served by the specific electric closet.
  - a. Provide panelboards for 265 volt fluorescent lighting sized on a basis of an average of 3.75 watts per sq. ft. of rentable area.
  - b. Panelboards for 120/208 volt distribution shall have capacity equal to full rating of dry type transformer supplying panelboard.
  - c. Dry type transformers, 460-120/208 volt, 3 phase shall be sized on the basis of 2.25 waits per sq. ft. of rentable area.
- 4. Provide special panelboards 120/208 volt or 265/460 volt, 3 phase, 4 wire, for Tenant's all electric pantry equipment, computer and HVAC equipment, complete with the Tenant approved protected feeders to the nearest points where the risers providing Tenant's power supply are available, including dry type transformer and main circuit breakers, of sizes approved by Tenant. Such panelboards shall be flush mounted and shall be located where directed by Tenant.
- 5. Provide fully operative floor mounted and wall mounted convenience receptacle outlets, all as hereinafter specified. Each convenience receptacle outlet shall incorporate one (I) parallel slot U ground standard duplex convenience receptacle with black fascia; stainless steel plate where wall mounted; and satin aluminum, low silhouette stanchion fitting where floor mounted. Convenience receptacle outlets shall be provided on the basis of one (I) for each 100 sq. ft. of rentable area on all floors. (Note: The above formulation is for quantity determination only. Convenience receptacle outlets shall be located at the discretion of the Tenant.) The convenience receptacle outlets shall be wall mounted or floor mounted. Seventy-five per cent (75%) or more of floor mounted convenience receptacle outlets will be positioned directly over floor raceway system cells; twenty-five per cent (25%) or less will not be so positioned, except at Tenant's request and expense for excess over 25%.

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- a. Certain convenience outlets included in the total quantity required shall each be wired on a separate 20 ampere circuit which supplies no other outlets. The number of convenience outlets to be so wired shall not exceed ten per cent (10%) of the total required.
- b. In addition to the duplex outlets to be furnished as detailed hereinabove, the Owner shall furnish thirty-five (35) 120 volt, 60 hertz, alternating current, two-wire clock hanger type receptacle outlets where specified by Tenant. Also one (1) wired up and operating convenience outlet in each toilet (men's and women's) shall be furnished by the Owner over and above those outlined hereinabove.
- 6. Provide floor mounted and wall mounted telephone outlets complete with raceway or other cable and wire concealment facilities, terminal strip cabinets, telephone closet and central building facilities, all as specified below and as required by the Telephone Company to introduce telephone instruments connected with concealed wiring to interfloor cables and to street cables lying outside of the building.
  - a. Each telephone outlet with its associated provisions shall incorporate the following:
    - (1) Stainless steel plate where wall mounted, complete with outlet box for wall outlets.
    - (2) Satin aluminum low silhouette stanchion fitting where floor mounted:
    - (3) Suitability for one (1) 5 button keyed phone instrument or one (1) 30 button call director cable.
  - b. Telephone outlets for New York Telephone Company instruments shall .

    be provided on the basis of one (1) for each 150 square feet of
    rentable area on all floors. (Note: The above formulation is for
    quantity determination only. Telephone outlets shall be located
    at the discretion of the Tenant.) These telephone cutlets shall
    be wall mounted or floor mounted.
  - c. Seventy-five per cent (75%) or more of floor mounted telephone system lets will be positioned directly over floor raceway system cells.

    Twenty-five per cent (25%) or less will not be so cositioned. except at Tenant's request and expense for excess over 25%.
  - d. Provision shall be made for installation of Terant's talguistical care ceiver to the building master TV antenna at a central care ocan tion on each of Tenant's floors.

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- 7. Provide floor mounted and wall mounted low tension outlets, complete with raceway or other cable and wire concealment facilities, all as specified below and as required to allow the Tenant's own low tension system to introduce devices connected with concealed wiring to interfloor cables.
  - a. Each low tension outlet, with its associated provision, shall incorporate the following:
    - (I) Stainless steel plate where wall mounted.
    - (2) Satin aluminum low silhouette stanchion fitting where floor mounted.
    - (3) Suitability for 1/2 in. diameter cable.
  - b. Low tension outlets shall be provided on the basis of up to one (1) for each seven hundred and fifty (750) sq. ft. of rentable area on all floors. (Note: The above formulation is for quantity determination only. Low tension outlets shall be located at the discretion of the Tenant.) Low tension outlets shall be wall or floor mounted. Seventy-five per cent (75%) or more of floor mounted low tension outlets will be positioned directly over floor raceway system cells; twenty-five per cent (25%) or less will not be so positioned, except at Tenant's request and expense for excess over 25%.
- 8. Provide one (I) 2-U lamp, 40 watt, rapid start, fluorescent lighting fixture, 2 foot x 2 foot, per 50 sq. ft. of office space, lobbies and corridors.

The fixtures are to be UL approved and shall be designed for recessed mounting in a suspended ceiling, and to handle U rapid start lamps having an initial lumen rating of not less than 2950 lumens each and with 6 in. leg spacing. Ballast shall be high power CBM and ETL approved, two lamp, thermosetting solid filled, rapid start with internal automatic resetting thermal protection.

a. Provide recessed fluorescent air handling luminaire with lightshield providing very low-brightness with wide candlepower distribution. Lightshield formed of modular parabolic-shaped reflector cells of semi-specular anodized aluminum. Overlap extruded aluminum ceiling trim frame, mitered corners precisely aligned with internal diecast corner keys. Black reveal (1/2 in. wide) on all four sides conceals air slots, pattern control vane, hinges and latches. Luminaire to handle air supply or air return and provisions for heat extraction. All blades to be completely closed at top and the intersections locked to provide a rigid lightshield devoid of distorted reflections. Lightshield to hinge from either side, to close

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with snap-action latches and to be removable without tools. Luminaire to be Lightolier 80 PLUS, with 60.8% efficiency, or as approved.

- b. Lightshield: Semi-specular anodized aluminum parabolic reflector cells. Cavity: White; minimum 87% reflectance. Trim Frame: Matte white. Air Slots: Matte black. All are baked enamel over phosphate undercoating.
- c. Lamps for the above fixtures shall be provided and initially installed by Owner at Owner's expense.
- d. All lighting fixtures provided shall be clean and free from marks at the time of Tenant occupancy.
- e. Provide the necessary plaster frames for the fixtures that are to be installed in the plaster ceiling areas.
- f. Provide up to 300 recessed lensed downlights, or recessed open reflected incandescent lighting fixrures, in the price range of Lightolier B38J94 or B46H32.
- g. Provide up to 100 wall washer and/or accent lights in the price range of Lightolier B39N59 or Edison Price WL40.
- h. Provide solid state dimmers and controls for all Conference, Dining and Assembly Areas, ranging from wall mounted dimmers to complete systems. Types of dimmers and locations shall be as shown on Tenant's plans.
- i. Provide up to 15 battery operated, recessed downlights for emergency lighting. Fixtures shall be located where shown on Tenant's plans.
- 9. Provide switch control for lighting from local, flush wall mounted, single pole, three-way and four-way toggle switch outlets, all as here-inafter specified.
  - a. Each switch outlet shall incorporate the following:
    - (1) One (1) black handle toggle switch of the a.c. quiet type.
    - (2) Stainless steel plate.
    - (3) Capability to control at least thirty (30) of the aforementioned fluorescent troffer units (or 60 lamps) at one time.
    - (4) Capability to control at least eight (8) of the afcrementioned incandescent downlight units at one time.

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- b. Switch outlets shall be provided on the basis of one (I) for each office or area. Switches shall be located and arranged to control the lighting at the discretion of the Tenant.
- c. No more than ten per cent (10%) of the required switch outlets will be of the three-way or four-way type.
- d. Switch outlets shall be ganged together where required by the Tenant. (Note: Where so ganged, each switch is to be counted as a single outlet.)
- 10. The Owner shall provide a complete master television antenna system on each floor for reception of the following:

VHF Channels - 2, 4, 5, 7, 9, 11, and 13

UHF Channels - 31 and 47

FM Band - 88 to 108 megahertz

Provisions for two additional VHF channels and closed circuit TV

## SPECIAL ELECTRICAL REQUIREMENTS FOR SCHEMES A' AND B'

- 1. Provide special panelboards, 265/460 volt, 3 phase, 4 wire for Tenant's all electric kitchen equipment, complete with Tenant approved protected feeders to the nearest points where the risers providing Tenant's power supply are available, including dry type transformer for 120/208 volt equipment requirements, 120/208 volt panelboards and main be flush mounted and shall be located where directed by Tenant.
- 2. In the Audic-Visual Area, provide outlets, receptacles and circuitry for Tenant furnished equipment contained within the Projection Room, speakers recessed in hung ceiling, floor boxes for lecterns and interconnecting raceway and cable between Conference/Dining Rooms and Projection Room.
- 5. Provide all necessary outlets, receptacles and circuitry for exercise equipment and Saunas, and provide intercom system between Exercise Room and Medical Room.
- 4. Provide recessed vaporproof fixtures in Shower Rooms and Saunas.
- 5. Provide up to 150 recessed lensed downlights or recessed open reflected incandescent lighting fixtures in the price range of Lightolier B38J94 or B46H32.

McKinsey & Company, Inc.
"Space Fit" Summary
Fisher Park Avenue Plaza

- 6. Provide up to 50 wall washer and/or accent lights in the price range of Lightolier B38N59 or Edison Price WL40.
- 7. Provide solid state dimmers and controls for all Conference/Dining Rooms, Main Dining Poom, Executive Dining and Reception Areas, ranging from wall mounted dimmers to complete systems. Types of dimmers and locations shall be as shown on Tenant's plans.
- 8. The above requirements for Schemes A' and B' shall be over and above that included in the "Base Electrical Schemes" detailed hereinbefore.

McKinsey & Company, Inc.
"Space Fit" Summary
Fisher Park Avenue Plaza

### ANNEX B

## SUMMARY SHEET

## February 12, 1979

Α.	Partitions	\$	169,200.00
В.	Flooring		17,220.00
C.	Ceilings		181,575.00
D.	Doors		39,475.00
E.	Ornamental Metal & Glass		52,000.00
F.	Ceramic Tile		23,492.00
G.	Carpentry & Millwork		895,300.00
н.	Hardware		20,714.00
I.	Toilet Equipment &		-0,,22,00
	Accessories		9,700.00
J.	Painting and Finishing		26,040.00
K.	Elevators		7,200.00
L.	Structural Changes &		.,=
	Miscellaneous Iron		127,500.00
Μ.	Engineering Costs		16,000.00
Ν.	HVAC		643,060.00
Ρ.	Plumbing		114,160.00
Q.	Electrical		593,125.00
R.	General Conditions		135,804.00
		\$3	,071,565.00
Lan	dlord's allowance (based		
	\$13.00 per square foot)	(1	,071,213.00)
	+10.00 per oddare root,		,000,352.00
Ove	rhead 10%	Ψ	200,035.00
	struction Fee 10%		220,039.00
		42	
		\$ 2	,420,426.00

# ADDITIONAL UNIT PRICES REQUESTED BY SKIDMORE, OWINGS AND MERRILL FOR MCKINSEY SPACE.

## Section C - Ceilings

	, , , , , , , , , , , , , , , , , , ,	
1. 3/4" 12" > A.T. Bevell	x 12" Armstrong Fine Fissured led Edge (incl. Black Iron Susp.)	\$ 3.25 sq.ft.
Section D - Doors		
1. 3/4 hr. H.	4. door 3'-0" x 8'-4"	\$ 185. ea.
Section E - Orname	ental Metal	
<ol> <li>19th Floor in Statuary</li> </ol>	Elevator Lobby Entrance Assembly y Bronze	\$16,000 ea.
Section H - Carpen	ntry & Millwork	
1. Corbin D- C	Continental US 10B Finish Lockset	\$109. ea.
<ol><li>Norton Conc</li></ol>	Latchset k4½ Butts US 10B Finish c. Closer-Sprayed to match US 10B Finish items listed, US 10B Finish	85. ea. 21. pr. No Change No Change
Section J - Painti	ing & Finishing	
1. Tnemec Seri	ies #70/71 Endura-Shield finish paint coat primer for steel stairs (incl. railings)	; \$ 10. per rise

Floors
20th
and
19th
1845
McKinsev
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LI.

SHEET 1 - Ackinsey 18th, 19th and 20th Floors		February 12, 1979	. 61
A DADITITIONS	Quantity	Unit Price	Total Cost
	2470 1.f. 575 1.f. 3620 1 f	\$37 1.f. 22 1.f. 18 1.f.	\$ 91,390 12,650 65,160
<u> </u>	3100 sq.ft.	0.80 sq.ft.	\$169,200 2,480 14,740
2. 3" high white R.I. base C. <u>CEILING</u>			\$17,220
<ol> <li>12" x 12" x 5/8" Armstrong Cortega Plain Edged A.T. include Black Iron Susp.</li> <li>5/8" GYP.BD. clg incl Black Iron Susp.</li> </ol>	60000 sq.ft. 700 sq.ft.	3,00 sq.ft. 2,25 sq.ft.	180,000 1,575 \$181,575
D. DOORS			
<ol> <li>3'-0" x 8'-4" Birchfaced Solid Core Bldg. Standard Paint Grade incl. hdware, installation, less hardware, less painting</li> </ol>	125 ea.	250 ea.	31,250
	10 ea.	185 ea.	1,850
<ol> <li>3. 3'-0" x 8'-4" Hollow Metal Dutch Doors, etc., incl. ndware installation less hardware, less painting</li> <li>4. Welded Steel Hollow Metal Frames, less painting</li> </ol>	5 ea. 140 ea.	225 ea. 37.50 ea.	1,125 5,250 \$39,475
E. ORHAMEHTAL METAL			
<ol> <li>19th Fir. Elev. Lobby 1 pr 3'-0" x 8'-4" Dark Bronze Duranodic Aluminum Solar Bz. Temp. Glass doors &amp; sidelites Electronic Controls &amp; all hdware and support steel above</li> <li>19t. &amp; Glass ptns. 'a" clear pl.gl. Acme incl. doors &amp; hardware</li> <li>3. Alvm. &amp; Gl. ptns, 'a" clear temp. gl. incl. doors &amp; hardware</li> </ol>	1 ea. 140 ea. 80 l.f.	11,000 150 1.f. 250 1.f.	11,000 21,000 20,000 \$52,000

Total Cost	\$3,469 750 4,617 990 1,088 870 9,938 1,777		335,000 126,000 40,000	120,000	25,600	6,450	100,800	35,250	45,000	61,200
Unit Price	\$3.75 sq.ft. 3.00 sq.ft. 3.75 sq.ft. 3.00 sq.ft. 3.75 sq.ft. 3.00 sq.ft. 3.75 sq.ft.		670 1.f. 180 1.f. 160 1.f.	750 1.f.	160 1.f.	215 1.f.	192 1.f.	23.50 1.f.	1000 ea.	200 l.f.
Quantity	925 sq. ft. 250 sq. ft. 1230 sq. ft. 330 sq. ft. 290 sq. ft. 290 sq. ft. 2650 sq. ft. 590 sq. ft.	,	500 1.f. 700 1.f. 250 1.f.	160 1.f.	160 1.f.		525 1.f.	1500 1.f.	4 45 ea.	3p6 l.f.
F. CERMIC TILE	1. Existing Powder Rms, 18th, 19th, 20th - Added 41 x 44 wall tile 2. Existing Powder Rms, 18th, 19th, 20th - Added 1x1 Floor tile 3. Hew 18th floor toilets, 41 x 44 wall tile 4. Hew 18th floor toilets 1x1 floor tile 5. Kitchen & Pantry 41 x 41 wall tile 6. Kitchen & Pantry 41 x 4 quarry tile 7. Exercise Room Wet Area 4 x 4 quarry tile 8. Exercise Room Wet Area 4 x 4 quarry tile 6. CARPENTRY AND MILLWORK	1. 8'-6" high English Oak Furniture Wall (Wardrobe unit, base cabinets with drawers and closed bulk storage space I" thick open shelves on standards,		<ol> <li>12" deep x 18" high Wall Hung Plastic Laminate Storage Cabinets (w/doors and one fixed shelf),</li> </ol>	6. 24" deep x 30" high Base Cabinets Plastic Laminate (Pl.lam.counter tops and			Fig. 187-4" English Oak Faced Spring United Installed in Fig. 1 frame, W/installation of howare as followed or so installed in	It is the time proofs, concealed door closer. Hdware furnished by others). Also contents of the contents of th	

ALL CANADA C

February 12, 1979

Total Cost	\$ 5,250 5,390 4,463 1,848 3,300 463 \$20,714
Unit Price	70 ea. 49 ca. 59.50 ea. 8.40 pr. 44.00 ea. 2.50 ea.
Quantity	75 ea. 110 ea. 75 ea. 220 pr. 75 ea. 185 ea.
H. HARDWARE	la. Corbin D-Montery Pol. Chrome fin locksets 1b. " " latchsets 2a. Hager T&B Center Pivots Pol. Chrome fin 2b. Stanley 41," x 41, 88 Butts Satin Chrome fin. 2 pr. per door 3. #902 Horton Conc Closets Pol Chrome fin. on arm 4. Pol. Chrome Door Stops

TOILET EQUIPMENT AND ACCESSORIES 18th flr. 2-Mens', (1 WG, 1U', Double Vanity), 2-Wom. (2-WG	Quantity	Unit Price	Total Cost
2 double vanities), Exercise Rm., 2MC, 2 double vanities each. Bldg. Standard toilet ptns & accessories.			
	8 ea. 6 ea. 6 sets 2 ea. 18 ea. 2 ea.	225 ca. 175 ea. 250 ca. 1800 ea. 75 ea. 200 ea.	\$1,800 1,050 1,500 3,600 1,350 400
			•
Bldg. Standard - on drywall ptns. 1-primer, 2 coats latex Bldg. Standard - on Columns (100 @ 70 sq.ft. ea.) 1-primer.	105,000 sq.ft.	0.20 sq.ft.	21,000
2 coats latex Wood & IIM doors, Bldg. Standard paint or stain	7,000 sq.ft. 140 ea.	0.22 sq.ft. 25. ea.	1,540 3,500 526,040
1. Electronic-cutout @ 20th floor-reversable condition 2. Full Height entrance & transoms, 6-elevator x 3 floors cannot be provided, only simulated transom applied over drywall-not priced	, ea •	1,200 ea.	7,200
Reinforce Library & Supply Rm. 18th flr., to 125# liveload Reinforce 18th flr. slab-2sty. stair & for simple stairs Hew framing 19th flr., 20th flr. (oval stairs) Hew framing 19th flr. simple stairs 2 story steel stairs (similar to SOM stairs 7th/8th/400 Park) I story simple stairs, balusters, open well, cement treads	4000 sq.ft. 2 ea. 2 ea. 1 ea. 1 ea. 1 ea.	6.00 sq.ft. 6000 ea. 12000 ea. 8500 ea. 50000 ea.	24,000 12,000 24,000 8,500 50,000 9,000
			MC. 1714
Structural Review & Mechanical Review by Base Bldg., (Owner's Consultants) Building Department filing fees	1 ea.	6000 ea.	10,000 6,000 516,000

'n
Floors
20th
and
1941)
IRth,
Ackinsey
1

Total Cost

Unit Price

Quantity

February 12, 1979

	\$ 35,750 102,500 2,200 6,750 14,300 19,800 69,300 38,500 61,600 193,200 2,600 3,300 1,200 5,500 5,500 37,800 37,800 37,800	
	286 ea. 820 ea. 55 sq.ft. 50 ea. 2.20 sq.ft. 330 ea. 66 ea. 1100 ea. 1100 ea. 1200 ea. 6600 ea. 1200 ea. 5500 ea. 5500 ea. 130 ea. 130 ea. 130 ea. 130 ea. 130 ea. 130 ea.	
	125 ea 125 ea 40 5q. ft. 135 ea. 6500 sq. ft. 60 ea. 1050 ea. 35 ea. 28000 1bs. 42000 1bs. 6 ea. 1 ea. 1 ea. 1 ea. 1 ea. 2100 ea. 2100 7. f.	
N. NEATING, VEHTILATING AND AIR CONDITIONING	1. Thermostats 2. Variable Air Volume Boxes 3. Fire Dampers 4. Access Doors 5. Acoustical Duct Lining 6. Jumper Ducts 7. A.C. Light Froffer Boots 8. Ceiling fans (per work letter) 9. 12" x 2A" Black Iron Kit, Exh. Flue 10. Tenant Duct work - sheet metal 11. K.E. Flue Black Iron Cleanouts 12. K.E. Flue 3000 CFM Blower 13. New toilets exhaust blowers 500 CFM 14. Sauna & Wet Area Exh. 500 CFM 15. 2½ ton AC unit D.E.C. Space 16. 2½ ton AC unit Telephone Room 17. Flexible connections 3" flex, 4" rig 18. Linear Diffusers (painted) 19. Registers (painted)	

February 12, 1979

Total Cost	\$ 4,500 17,910 800 9,000 14,000 22,000 15,000 20,000 5,250 5,200 5,000 5,114,160
Unit Price	\$1125 ea. 1990 ca. 36.00 l.f. 200 ca. 1000 ca. 20.00 l.f. 175 ea. 175 ea. 175 ea. 5,000 ea.
Quantity.	4 ea. 9 ea. 9 ea. 1 ea. 1 ea.
P. PLUFBING	1. Pantry & Coffee Area Utilities, 18th, 20th firs. 2. Drinking fountains Halsey Taylor RC-8A wall mid. SS 25' from stack 2a. Piping beyond 2' from stack - locations not stated: only unit price given 3. Lavatory Modification for Handicapped 4. Hose Racks (per workletter) recessed, painted for 25' from stack 4a. Piping from Hose Rack to Stack locations not indicated 5. Additional Sprinklers, (unspoiler) Library & Open Stairs 6. 18th fir. toilets, 10MC, 2U, 8 lav. (in vanities) 7. Kitchen Hookup - (Equipment NIC) 8. Exercise Room Hookup, Saunas, Showers, etc. (Equipment NIC) 9. Additional Sprinklers - Kitchen no layout 10. Additional Sprinklers - Office space (Bldg. Std. 225 sq.ft./head) 11. Kitchen Fire Extinguishing System

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Total Cost	\$ 2,000 12,000 28,000 42,500 22,500 22,500 20,000 6,000 6,000 25,000 4,000 11,500 225,450 36,300 19,200 225,450 6,125 5,000 6,125 5,500 5,500 5,500 6,125 5,500
Unit Price	200 ea 4000 ea 85 ea 100 ea 60 ea 2000 ea 2000 ea 167 ea 110 ea 120 ea 350 ea
Quantity	10 ea 3 ea 750 ca. 225 ea. 40 ea. 1350 ea. 330 ea 160 ea 18 ea 35 ea
Q. ELECTRICAL	1. Vending Machine Hookups (Vending Machines MIC) 2. Panel Board Distribution - 3 floors 3. Special Panel Boxes (AC units, computers, kitchen, pantry) 4. Floor & Wall Mid Duplex Receptacles (Average) 5. Floor & Wall Mid Duplex Receptacles (Average) 6. Wall switches individual offices 7. Recessed Wall Hounted Clock Outlets (Clocks MIC) 8. 20 Amp Separate Circuits (single duplex recept.) 9. Master Antenna Floor Hookups 10. Haster Antenna System (per workletter) 11. Low Tension Signal System-Computers, etc. (Computers NIC) 12. Computer Room hookup (Computers, Terminals, etc. NIC) 13. Misc. Wiring-AC unit hookups, etc. (AC units in HVAC) 14. Z4" x Z4" Air Handling Troffers Installed (Boots in HVAC) 15. Incandescent Dallites 150W recessed (per work letter) 16. Incandescent Wallwashers recessed (per work letter) 17. Conf. Rm. & Dining Rm. dinmer switches 18. Battery Operated Recessed Emergency Dalites 19. Three & Four Way Toggle Switches (per work letter) 20. Clg. Fan Hookups (fans in HVAC) 21. Audio-Visual Hookup (All A-V equipment NIC) 22. Special Outlets and Fixtures Exercise Room 23. Vapor proof Outlets and Fixtures Exercise Room

## EXHIBIT E BUILDING PLANS

DWG#	DRAWING TITLE
T-1	List of Drawings All Drawings Dated & Revised February 16, 1979
L-1	Site Plan
L-2	Paving Plans .
A-2	Plan - Street Level
A-3	Plan - Lobby Level
A-20	Building Elevations
A-201	Core Plans - BSMT & Street Level
A-202	Core Plans - Lobby Level, 6th & 7th Floors
A-204	- Core Plans - 10 & 12, 14-26 Floors
A-209	Service Core & Sections
A-210	Elevator Core Section
A-211	Elevator Core Sections
A-213	Details @ Stairs #5, 6 & Escalators
A-217	Toilet Elevations
A-218	Door Schedule
A-228	Lobby Elevations & Details
A-301	Reflected Ceiling Plan & Details Of Arcade & Lobby Ceiling
A-302	Clerestory Details .