

## SPEECH OUTLINE

Lease Signing - commencement of lease obligations - ① *Kollekt*  
Building - "to be built" shell - specifications, ② *Rent*  
conformity and timing ③ *Term*

### Condition of Space

- a) "as is" *when - latent defects*
- b) work letter - design, plans, specifications
- c) landlord's work
- d) building standard - shell plus
- e) building standard more of the same in the space

### Tenant's Extra Work

- a) timing
- b) performance by landlord or tenant

### Delays in Completion of Landlord's or Tenant's Work

- a) timing of plans
- b) review
- c) approval of pricing
- d) special materials, long lead times and tenant delays

### Lease Term Commencement

- a) prior to or after substantial completion
- b) rent commencement
- c) construction abatement
- d) operating abatement

## ARTICLE 2

### COMMENCEMENT OF TERM

2.01. (a) The "Commencement Date" of the Term shall be the earlier of (i) the date on which the demised premises are substantially ready for occupancy (as defined below), or (ii) the date Tenant or anyone claiming under or through Tenant first occupies the demised premises for the conduct of its business.

(b) The "Expiration Date" of the Term shall be the last day of the second month following the month in which occurs the tenth anniversary of the Commencement Date.

2.02. (a) The demised premises shall be completed and prepared for Tenant's occupancy as provided in Schedule C annexed hereto. The facilities, materials and work so to be furnished, installed and performed in the demised premises by Landlord at its expense are hereinafter and in Schedule C referred to as the "Building Standard Work." All other installations, materials and work which may be undertaken by Landlord for the account of Tenant to prepare, equip, decorate and furnish the demised premises for Tenant's occupancy shall be at Tenant's expense and are hereinafter and in Schedule C called "Tenant's Extra Work". Building Standard Work and Tenant's Extra Work are herein and in Schedule C collectively called "Landlord's Work."

(b) Tenant's Extra Work shall include, in addition to that work set forth in Schedule C, the following work (which shall be performed by Landlord but at Landlord's cost and expense): bathroom modernization; glass entrance doors to the demised premises; Tenant's selection of Building standard wall to wall carpeting in available colors; and new elevator lobby Building standard vinyl wall treatment to be selected by Tenant; all as more particularly set forth and referred to in the plans and specifications to be prepared by Tenant in accordance with the provisions of Schedule C.

(c) Landlord agrees to apply, by way of credit towards Tenant's obligation with respect to costs associated with Tenant's Extra Work, an amount (the "work credit") not to exceed \$ \_\_\_\_\_, which sum shall be applied to the benefit of Tenant upon the completion of Landlord's Work and the payment by Tenant to Landlord of Tenant's costs for Tenant's Extra Work in excess of the work credit.

2.03. The demised premises shall be deemed substantially ready for occupancy when the Building Standard Work (or so much thereof as Tenant shall require) shall have been substantially completed. The Building Standard Work (or so much thereof as Tenant shall require) shall be deemed to have been substantially completed if it is completed except for (i) minor or insubstantial details of construction, decoration or

mechanical adjustment, provided the demised premises are accessible and reasonably useable and (ii) the portions thereof which are incomplete under good construction scheduling practice should be done after still incomplete Tenant's Extra Work. Landlord shall diligently and continuously prosecute to completion all of Landlord's Work as soon as reasonably practicable in accordance with good construction practices.

2.04. Notwithstanding anything to the contrary contained in this Lease, the Commencement Date shall be deemed to have occurred on the date when the demised premises would have been substantially ready for occupancy but for Tenant Delays (as defined in paragraph 7 of Schedule C hereof).

2.05. Landlord shall, in accordance with the foregoing, fix the Commencement Date and shall notify Tenant of the date so fixed. When the Commencement Date has so been determined, the parties shall within fifteen (15) days thereafter, at either party's request, execute a written agreement confirming such date as the Commencement Date. 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 aforesaid.

SCHEDULE C

WORK AGREEMENT

1. (a) Tenant shall cause to be prepared the following:

(i) complete, finished, detailed architectural drawings and specifications for Landlord's Work (as hereinafter defined) with the specifications for Tenant's Extra Work being noted directly on the architectural drawings (the "Specifications"); and

(ii) all information necessary to reflect requirements for installation of the HVAC system and its duct work, and the electrical, plumbing and other mechanical systems in connection with Landlord's Work.

Tenant shall, at its expense, cause six sets of blue prints and two sets of reproducible final working drawings and specifications as described in paragraph (i) and (ii) above and marked final for pricing and construction to be delivered to Landlord within 30 days of the execution of this lease. All final drawings shall be drawn to a scale of 1/8 inch = 1 foot; all detail drawings shall be 1/4" = 1 foot, or larger.

Architectural Drawings and Specifications

I. Drawings (together with related information for structural design work) which shall:

- (1) indicate locations, dimensions, and structural design of all penetrations of the floor slab requiring structural framing, if any;
- (2) indicate locations and structural design of all floor area requiring live load capacities in excess of 50 pounds per square foot;

II. Floor plans (together with related information for mechanical design work) showing partition arrangement and reflected ceiling plans which shall:

- (1) identify location of conference rooms and density of occupancy;
- (2) indicate density of occupancy for all rooms;
- (3) identify location of any food service areas or vending equipment rooms;
- (4) identify areas requiring 24-hour air conditioning;

- (5) indicate those partitions that are to extend from floor to underside of structural slab above or require special acoustical treatment;
- (6) identify location of rooms for telephone equipment other than building core telephone closet;
- (7) indicate locations and types of plumbing required for toilets (other than core facilities), sinks, drinking fountains, etc.;
- (8) indicate light switching;
- (9) show layouts for special installed equipment, including computers and duplicating equipment, size and capacity of mechanical and electrical services required and heat rejection of equipment;
- (10) indicate dimensioned location of: (i) electrical receptacles (120 volts), including receptacles for wall clocks, and telephone outlets and their respective locations (wall or floor), (ii) electrical receptacles for use in the operation of the Tenant's business equipment which requires 208 volts or separate electrical circuits, (iii) electronic calculating and CRT systems, etc., and (iv) special audio-visual requirements;
- (11) show special fire protection equipment (e.g. Halon) and raised flooring;
- (12) indicate all substitutions and omissions of any item of Building Standard Work permitted pursuant to Paragraph 8(a) below;
- (13) swing of each door;
- (14) a complete schedule for doors (including dimensions for undercutting of doors to clear carpeting) and frames complete with hardware if applicable;
- (15) the additional information specified on Exhibit 1 attached hereto and made a part hereof;
- (16) Interior Tenant Protection and/or Security Alarm System:
  - (i) Preliminary outline equipment brochure and riser indicating all components (electrical power characteristics, voltages and specific locations on plan);

- (ii) Requirements for dedicated circuits, if any;
- (iii) Requirements for bonding and grounding, if any;
- (iv) Requirements for outside connections to Telephone Company or Central Protective Alarm Agency (A.D.T. or Holmes), if any;
- (v) Emergency circuitry requirements, if any;
- (vi) All cable and conduit information (type, sizes, quantities for all devices at locations);
- (vii) Specific delineation of contract obligations (exact definition of who supplies what and who installs what);
- (viii) Final testing, connections and approvals (by who and under whose jurisdiction).

Simultaneously with the submission of the floor plans to be provided by Tenant pursuant to this Article II, Tenant shall submit to the Engineer (as defined in Article III(b)) a set of architectural backgrounds for each floor plan in order to expedite the preparation of the Engineer's drawings showing the plumbing, heating and electrical work to be performed in the demised premises.

III. (a) Final architectural detail drawings (referred to in Category II above), specifications and other information with respect to finish work which shall, among other things, show:

- (1) materials, colors and designs of wall coverings and finishes;
- (2) painting and decorative treatment required to complete all construction; and
- (3) a furniture layout for all areas in the demised premises.

Any architect or designer acting for or on behalf of Tenant shall be deemed an agent of and authorized to bind Tenant in all respects.

(b) Tenant shall employ at its expense the Engineer designated by Landlord (the "Engineer") to prepare, complete, finished, detailed mechanical plans and specifications for

Landlord's Work, including all work necessary to connect any special or non-standard facilities to the Building's base mechanical systems. The Engineer shall be deemed to be an independent contractor employed by Tenant with all of its professional responsibilities with respect to design running to and for the benefit of Tenant, and Landlord shall not be responsible therefor. Landlord will cause said plans and drawings to be filed at Tenant's sole cost and expense with the appropriate governmental agencies in such form (building notice, alteration or other form) as Landlord may determine.

- (c) Notwithstanding the foregoing, Landlord shall not be required to perform, and Tenant shall not request, work which would (i) require changes to structural components of the Building or the exterior design of the Building, (ii) require any material modification to the Building's mechanical installations or installations outside the demised premises, (iii) not comply with all applicable laws, rules, regulations and requirements of any governmental department having jurisdiction over the construction of the Building and/or the demised premises, (iv) be incompatible with the Building plans filed with the Department of Buildings of the City of New York or with the occupancy of the Building as a first-class office building, or (v) delay the completion of the demised premises or the Building or any part thereof. Any changes required by any governmental department affecting the construction of the Building and/or the demised premises shall not be deemed to be a violation of Tenant's drawings, plans and specifications or any provision of this Schedule, and shall be acceptable by Tenant.

2. Landlord shall do all of the work in the demised premises which is specified on Exhibit 2 attached hereto and made a part hereof ("Building Standard Work").

3. Within 5 days after the date of delivery of Tenant's floor plans (and related information) to Landlord pursuant to paragraph 1 above, Tenant's architect shall meet with the Engineer at the offices of such Engineer at 192 Lexington Avenue (or such other office in the City of New York as Landlord shall designate) at one of two times to be designated by such Engineer, and shall answer any and all questions raised by said Engineer in connection with inaccurate or incomplete information which was supplied by Tenant pursuant to paragraph 1 above.

4. Tenant agrees that all of the Landlord's Work shall be performed, furnished, installed, and provided by or through contractors, suppliers, and a construction manager of the Landlord's choice and that no other work shall be performed in the demised premises by or for Tenant until after completion of "Landlord's Work" for all of the initial tenants of 100% of the Building and then only subject to and in accordance with the terms and conditions of this Lease. All contractors and subcontractors performing work in the Building shall employ only such labor as will not result in jurisdictional disputes or strikes or cause disharmony with other workers employed at the Building.

5. Subject to the provisions of Paragraph 1(c), Landlord shall perform or cause to be performed, at Tenant's expense, any work called for by the plans and specifications submitted by Tenant pursuant to paragraph 1 above which is in addition to Building Standard Work ("Tenant's Extra Work"). Building Standard Work and Tenant's Extra Work are collectively called "Landlord's Work." After Tenant delivers to Landlord all the plans and specifications listed in paragraph 1 above, Landlord or Landlord's Contractor shall submit to Tenant a statement of the cost of Tenant's Extra Work. If Tenant shall fail to approve any such cost within five (5) business days after submission, the same shall be deemed approved in all respects by Tenant and Landlord shall be authorized to proceed thereon. In the event of disapproval, Landlord shall not be restricted from continuing with Building Standard Work in the demised premises; and if any such Building Standard Work is thereafter removed and replaced, the cost of such removal and replacement shall be deemed part of Tenant's Extra Work and paid by Tenant to Landlord as provided in paragraph 6 below.

6. Tenant shall pay Landlord, (i) the cost of all Tenant's Extra Work together with 10% for overhead (including direct rubbish removal, hoisting, temporary services and similar items), (ii) 15% of the amounts specified in (i) above for supervision and fees and (iii) the cost of preparing plans, specifications and filing fees in accordance with paragraph 1(b). Such payments shall be made by Tenant, upon demand as follows: 50% upon Tenant's approval of the cost of the work and the receipt of an invoice therefor; 40% when 50% of Landlord's Work is substantially complete; 5% upon the earlier to occur of (x) substantial completion of Landlord's Work or (y) Tenant's occupancy of the demised premises; and 5% upon completion of all punch list items. Such costs shall be collectible in the same manner as additional rent whether or not the term of this Lease shall have commenced and in default of payment thereof, Landlord shall (in addition to all other remedies) have the same rights as in the event of default of payment of fixed annual rent.



7. (a) If Landlord shall be delayed in substantially completing Building Standard Work as a result of any act, neglect, failure or omission of Tenant, its agents, servants, employees, contractors, or subcontractors, including without limitation any of the following, such delay shall be deemed a "Tenant Delay":

(i) Tenant's failure to furnish drawings, and specifications in accordance with paragraph 1 hereof; or

(ii) Tenant's delays in submitting or approving any other drawings, plans or specifications, in approving the cost of Tenant's Extra Work (beyond the 5-day period referred to in paragraph 5) or in supplying information; or

(iii) Tenant's failure to meet with Landlord's Engineer pursuant to paragraph 3 hereof or failure in such meeting to supply any incomplete information or correct any inaccurate information; or

(iv) Tenant's request for materials, finishes or installations (other than those included in Building Standard Work); or

(v) Tenant's changes in drawings, plans or specifications submitted to or prepared by Landlord; or

(vi) the performance of work by a person, firm or corporation employed by Tenant and delays in the completion of the said work by said person, firm or corporation; or

(vii) by reason of Tenant's Extra Work including, without limitation, any delay in the preparation of mechanical and electrical drawings for the demised premises by reason of additional time required to reflect Tenant's Extra Work.

(b) Tenant shall pay to Landlord a sum equal to any additional cost to Landlord in completing Landlord's Work resulting from any Tenant Delay. Any such sums shall be in addition to any sums payable pursuant to paragraph 6 hereof and shall be paid to Landlord within 10 days after Landlord bills Tenant therefor. Such costs shall be collectible in the same manner as additional rent whether or

not the term of this Lease shall have commenced, and in default of payment thereof, Landlord shall (in addition to all other remedies) have the same rights as in the event of default of payment of fixed annual rent.

(c) If the occurrence of any of the conditions set forth in Article 2 of the Lease for the Commencement Date thereof shall be delayed by reason of any Tenant Delay, the Demised Premises shall be deemed ready for occupancy and term shall commence on the date when the demised premises would have been so ready but for such Tenant Delay.

(d) If either (i) the drawings, specifications and information Tenant is required to provide pursuant to paragraph 1 (collectively, "Tenant's Drawings") shall not have been finally approved by Tenant and delivered to Landlord or shall be inadequate, improper, or not in compliance with this Schedule C by no later than fifteen (15) days after the date delivery of Tenant's Drawings was required by paragraph 1 (the "Submission Date"), or (ii) Tenant shall not have finally approved the cost of Tenant's Extra Work within thirty (30) days after Landlord first submitted such cost to Tenant, then in either case, in addition to any other right or remedy Landlord may have, Landlord may either:

(x) complete the demised premises in accordance with the minimum legal requirements necessary for occupancy as "open space," and completion in such manner shall be deemed full compliance by Landlord with this Schedule, and Landlord shall be released of all further obligations under this Schedule; or

(y) deliver to Tenant a notice terminating this Lease, whereupon this Lease and the term thereof shall terminate with the same effect as if the date of such notice were the Expiration Date; provided, however, that in such event Tenant shall pay to Landlord all sums payable to Landlord pursuant to paragraphs 5 and 7(b) hereof as of the date of such termination, plus an amount equal to six (6) months' rent hereunder as liquidated damages, the parties agreeing that the damages caused by the events described in (i) or (ii) above and the resulting delay in re-letting and completing the demised premises for

occupancy by a new Lessee will not be readily ascertainable; or

- (z) fix the Commencement Date of the term as of the ninety-first day following the date this Lease was executed and exchanged, whether or not the Commencement Date would otherwise be deemed to have occurred on such date pursuant to Article 2 of the Lease.

8. (a) Subject to Landlord's review and approval, Tenant may specify in its Tenant Drawings a substitution of any item of Building Standard Work, provided that (i) any permitted substitute shall be of like nature and of equal or greater quality than that for which it is substituted; (ii) Landlord shall install such substitute; and (iii) Tenant shall pay the cost of such substitution but shall not be entitled to any credit whatsoever for that item for which such substitution was made except that Tenant shall be allowed a credit for carpet and wall base as in Exhibit 2 provided. Tenant shall also not be entitled to any credit whatsoever for items omitted or not installed.

(b) In the event that Tenant shall request or require a substitute for any item, Landlord shall have no responsibility for the failure to complete all of Landlord's Work by reason of any delay in delivery or installation of any such items which are not included in Building Standard Work.

9. Unless otherwise provided herein, in the event that Landlord submits any drawings, plans or other materials to Tenant for Tenant's approval, Tenant shall, within five (5) days thereafter, respond in writing, either (i) approving such materials, or (ii) requesting Landlord to make specific changes therein. Unless otherwise provided herein, Tenant's failure to respond within the time period set forth in the preceding sentence shall be deemed approval of Landlord's submission.

10. No changes in any of the plans and specifications submitted by Tenant from any prior plans and specifications (preliminary or otherwise) shall be considered by Landlord and no plans or specifications indicating such changes shall be deemed to have been received by Landlord unless such changes have been highlighted by circling the change, consecutively numbering each change with a symbol of a delta provided next to each change with the number of that change within said delta symbol and a revision date in the Title Block, by Tenant's Architect. Any failure of Tenant to comply with the provisions of this paragraph 10 shall be deemed a Tenant Delay.

11. Tenant shall pay for the cost of all blue prints which are required by Landlord in connection with the performance of Landlord's Work.

## EXHIBIT I

### GENERAL

The following general items should be investigated and noted for their impact on design criteria:

1. Mail conveyor
2. T.V. antenna
3. Security systems
4. Interconnecting stairs
5. Door release card readers
6. Reproduction rooms, printers, copiers
7. Word processors
8. Computer rooms
9. Kitchens
10. Warming pantries
11. Private toilets
12. Telephone systems
13. Battery rooms for standby power supply
14. Standard building ceiling heights
15. Clearances below building duct and pipe systems
16. Standard zoning for A.C.
17. Thermostat locations
18. Supplementary A.C. unit locations
19. Condenser water pump locations if required for supplementary A.C. units
20. Emergency lighting
21. Sound systems
22. Audio visual rooms
23. Exit lights
24. Night lights
25. Signal wiring
26. Dimming systems

### INFORMATION REQUIRED BY MECHANICAL ENGINEER

In order to expedite complete working drawings for the mechanical trades, the following information is required where applicable:

#### H.V.A.C.

1. Reflected Ceiling Plan
  - a. Indicate location of lights and ceiling-mounted equipment
  - b. Cuts of all fixtures indicating overall size of fixtures

- c. Wattage of each fixture
  - d. Ceiling heights
2. Floor Plans
    - a. Furniture layout indicating people loading
    - b. Room designation; for example, conference room, telephone equipment, etc.
    - c. Location of special equipment, i.e., copiers, computer terminals, etc.
  3. Construction
    - a. Fire-wall locations
    - b. Acoustic-wall location
    - c. Detail of wall construction, i.e., slab height, ceiling height, etc.
  4. Special Space Requirements
    - a. Smoke exhaust requirements
    - b. Special exhaust requirements
    - c. Special A.C. requirements for supplementary or 24-hour A.C.
    - d. Separate control for special area
    - e. Special equipment heat output
    - f. Type of diffusers to be used; for example, linear, light troffer, etc.

Also, any special requirements the tenant may have for special-use areas that will require mechanical design.

#### PLUMBING & SPRINKLER FIRE PROTECTION

The following data are required to expedite design:

1. Tenant Supplied Plumbing Fixtures & Equipment Requiring Plumbing Services
 

Location, model numbers, service and roughing requirements (capacities, sizes, etc.) of fixtures and equipment which will be furnished by the tenant and installed by the Owner's contractor, such as: private toilets, showers, drinking fountains, special sinks, vending machines, etc.
2. Tenant Kitchen & Food Service Layout

Kitchen equipment drawing and data must contain the following:

- a. Each piece of equipment is to have identifying equipment item number corresponding to equipment catalog cut with quantities of each equipment item.
  - b. Sections, elevations, details, etc., defining tables, equipment, etc., location, construction, dimensions, shelving, legs, equipment bases
  - c. Floor construction
  - d. Roughing drawings indicating each plumbing service type with pipe size, capacity and roughing location dimensions
  - e. Where grease interceptors are required, suitable access space is needed for interceptor cover removal and cleaning. Table legs, shelves, etc. shall be located to provide access.
3. Tenant Kitchen & Food Service Equipment Specifications
- a. Equipment specified with all required accessories normally required for their operating characteristics and as per N.Y. City Code, such as: sinks w/faucets, tailpieces, strainers, overflows, vacuum breakers, shock absorbers, thermometers, gauges, pressure-regulating valves, safety and relief valves, electric starters and disconnectors
  - b. Equipment such as dishwashers, etc. requiring domestic hot water above 120\_ F. should be specified with integral or packaged booster heaters
  - c. Required fire extinguishing systems for hoods, etc. should be supplied with the equipment hood as a complete package.
4. Sprinkler Fire Protection
- a. Lighting layout required to facilitate sprinkler head location
  - b. Define type, model and finish of sprinkler heads required.

5. Special Fire Protection System

Define if Halon 1301 or other special system is required for areas such as telephone equipment rooms, computer spaces, etc.

6. General Construction Data

a. Finish schedule, indicating:

1. Ceiling heights
2. Ceiling construction type
3. Floor, ceiling and wall finish and construction type
4. Fire-rated walls and partitions
5. Door schedule

b. Location and definition of all fixtures and equipment requiring plumbing services

ELECTRICAL

The following data are required:

1. Lighting

Reflected ceiling plan required:

a. List of fixture types identified by symbols

1. Manufacturer of fixture
2. Catalog number
3. Lamp selection

b. Lighting controls

Show switching or other control requirements on reflected ceiling plan.

c. Ceilings

1. Type of ceiling
2. Construction details
3. Finish ceiling heights



2. Power

a. General power requirements

1. Floor plans locating the wall and floor receptacles
2. Indicate areas of concentrated power required, such as separate circuits for duplex receptacles.

b. Special power

List of special purpose equipment, such as kitchenettes, copy machines, etc. (catalog cuts preferred):

1. Voltage required, phasing and number of wires required
2. Total load amps
  - a. If plug-in equipment, list matching plug required for equipment
  - b. If direct-connect equipment, state it as such.
3. Special wiring other than power, such as controls, empty conduit for controls by others, etc.

3. Computer Power

Following outline listed under special power to include the following power characteristics:

- a. Special grounding
- b. Isolated power
- c. Separate power distribution (from within the computer room)
- d. Automatic power shut-down controls

4. Telephone

- a. Floor plan locating outlets
- b. Conduit sizes required
- c. Location of call director outlets, conduit size required
- d. Special telephone power for telephone equipment.

## EXHIBIT II

### TENANT WORKLETTER

FLOORS 22, 23, 24, 29 - 48

#### 1. BUILDING STANDARD PARTITIONS

- a) The Building Standard partition consists of 2-1/2" metal studs, one layer of 5/8" drywall (each side), prepared for painting. Partitioning shall be provided at an allowance of one (1) linear foot of partition per twenty five (25) rentable square feet of Tenant area. Metal studs shall extend to underside of metal deck or beam, and drywall shall extend above the hung ceiling. All partitions perpendicular to the windows shall align with a column or with a window mullion. Any jogs, curves or angles in partitioning or partitions other than described above shall be at Tenant's expense.
- b) The Tenant drywall demising partitions on floors subdivided for multi-tenanted occupancy shall be (1) one-hour fire rated and consist of one (1) layer of 5/8" fire rated drywall applied both sides of 2-1/2" metal studs, prepared for painting with sound insulation between studs. All metal studs and layers of drywall will extend to underside of floor deck above.

#### 2. DOORS AND FRAMES

- a) All single Tenant doors are 7'-10" high, 3'-0" wide, flush hollow metal doors in 16 gauge steel frames at a ratio of one (1) door per twenty five (25) linear feet of Building Standard partitioning. In addition, 7'-10" high and 6'-0" wide double entry solid core oak veneer doors will be provided for each tenant and will be fire rated per code requirements.
- b) The jambs are reinforced to receive templated Building Standard hardware.
- c) The doors are to be undercut 3/4" to allow clearance for carpet.

3. HARDWARE

The Building Standard Latch set is the Schlage "A" Orbit design, in finish U.S. 26. Each Tenant partition door shall be provided with a latchset, four paint grade hinges, silencers, and a door stop. One lockset, keyed to the building master key system, shall be provided for each tenant. All Tenant doors to the public corridors shall have surface-mounted door closers. An allowance of two (2) surface-mounted closer and a flushbolt will be provided per Tenant per floor for entrance doors.

4. CEILING

The ceiling consists of a suspended acoustic mineral fissured 12" x 12" armstrong tevertone tile in a concealed spline system. The finished ceiling height shall be a nominal 8'-0" (8'-4" in elevator lobbies) from the top of the concrete slab to the underside of the suspended ceiling without breaks, soffits, etc.

5. FLOORING

The tenant shall receive an allowance of \$1.25 per square foot of rentable area to pay for the cost of flooring and vinyl base (labor, materials and sales and use taxes) and any necessary preparatory work to the existing floor.

6. PAINTING

Building Standard walls, partitions, columns, frames and metal trim shall be painted. Painting on non-metal surfaces shall consist of one (1) coat of primer and two (2) flat or eggshell finish coats. Metal surfaces shall receive an enamel undercoat and an enamel semi-gloss finish coat over shop prime coat. Colors shall be selected from Building Standard color chart with no more than one (1) color in any one room of office. No dados or special graphics are included.

7. WINDOW TREATMENT

Horizontal blinds will be provided at all window openings throughout the building. No substitution of building standard blinds, in the Building Standard color will be permitted.

8. ELECTRICAL

- a) Lighting - Building Standard lighting fixtures, 2' x 4' with parabolic louver, three (3) lamp fluorescent fixtures with return air slots will be

provided and installed by the Landlord in the quantities shown in Appendix "A". The initial lamping for these fixtures will be provided by Landlord. In the event the floor is multi-tenanted the number of fixtures in each Tenant space will be pro-rated on the rentable square footage. The total number of fixtures on a floor including those installed by the Landlord on a multi-tenanted floor shall not exceed the number listed in Appendix "A". (Public corridors and lobbies shall be prorated on a multi-tenanted floor. Public corridors and lobbies include the passenger elevator lobby, service corridor and corridors connecting these spaces and the entries to each Tenant's space.)

- b) Electrical Power - The total connected load available to the Tenant for lighting and power (air conditioning, heating and domestic hot water excluded) shall be 4.0 volt/amps per square foot (up to 8.0 volt/amps per square foot available with supplemental air conditioning furnished and installed by the Tenant at his expense) based on rentable square footage as shown in Appendix "A".
- c) Electrical Outlets - The floors will be provided with duplex outlets as shown in Appendix "A" based on rentable square footage. In the event the floor is multi-tenanted the number of duplex outlets in Appendix "A" will be pro-rated on the rentable square footage in each Tenant's space.
- d) Switches - Lighting will be serviced by switches. One (1) switch per room will be provided. Switches are for flourescent fixtures only.
- e) Telephone Outlets - Telephone outlets will be provided as shown in Appendix "A". These outlets are to be installed in the drywall partitions that are to be constructed. All telephone outlets will be provided with empty conduit terminating above the ceiling. In the event the floor is multi-tenanted the number of telephone outlets listed in Appendix "A" will be pro-rated on the rentable square footage in each Tenant's space. Satellite telephone closets provided on each floor are for risers and terminal strips, etc. Auxillary closets or other space for the Tenant's telephone equipment must be provided by the Tenant.
- f) All Telephone Wiring aside from the main riser cable shall be done by the Tenant at his expense. The Landlord has no responsibility for said work

which must, however, (1) meet New York City codes and not conflict with progress of the building, and (2) be performed by telephone contractors who use installers approved by the local building trade unions having jurisdiction over the building. Any damage caused by Tenant's contractor shall be the liability of the Tenant. Any additional conduit shall be provided by the Landlord's contractor and charged to the Tenant.

- g) Eléctrical Distribution - The Landlord shall provide & install 120/208v30, 4w distribution panel, new 120/208v30, 4w lighting and power panel, new meter pan and wiring provisions for future connection to new building riser system. Panels & meters shall be sized to accommodate tenant loads. On multi tenant floors the building will furnish & install a new distribution panel on its own meter to accommodate building loads.
- h) Electric Closet - A new electric closet will be located as indicated on electrical background drawings.
- i) Exit Signs and Lights - The Landlord will provide a total of two (2) exit lights per floor. The tenant shall pay for the installation of any additional exit signs and lights. The Tenant's Architect will show on the reflected ceiling plan the location and quantities of battery operated exit lights required by code.

9. AIR CONDITIONING AND HEATING - A year round air conditioning system provides ventilation and cooling. The perimeter radiation system provides steam heating with the temperature being automatically set by an outside temperature sensor.

- a) The system is designed to be capable of maintaining inside conditions of approximately 78\_F and 50% relative humidity when the summer outside conditions are not more than 91\_F dry bulb and 76\_F wet bulb, and approximately 70\_F when the outside winter temperature is 10\_F.
- b) The design capabilities of the system are based upon and limited to the following conditions:
  - (i) the occupancy does not exceed one (1) person for each 100 square feet of area.
  - (ii) a total connected electrical load of four 4.0 volts/amps per rentable square feet (See Item #8b).

- (iii) proper use of blinds to control sun load.
- c) The HVAC system shall provide fresh air as per code requirements and is designed to provide a sound level of approximately N.C. 40.
- d) Floors shall be provided with the number of thermostatically controlled zones as shown in Appendix "A".
- e) Condenser water riser capacity is sufficient for Tenants auxiliary air conditioning units should the Tenant decide to avail themselves of the 8.0 volt/amps per rentable square foot potential electric capacity (See Item #8b).
- f) Additional HVAC work over and above the attached typical layout will be at the Tenant's expense - see Appendix "A" for quantities reflected on the typical layout.
- g) Continuous metal perimeter radiator enclosures shall be provided by the Landlord.

10. PLUMBING

A 6 KW electric domestic hot water heater shall be provided by the Landlord for the bathrooms on each floor.

11. FIRE PROTECTION

A complete sprinkler system (for future activation) is provided on all floors in Tenant spaces and in public areas. Heads are of the "unspoiler" type. The floors will be served with the number of sprinkler heads as shown in Appendix "A". In the event the floor is multi-tenanted the number of sprinkler heads in each Tenant space will be pro-rated on the rentable square footage. The total number of heads on a floor including those installed by the Landlord on multi-tenanted floors (public corridors and lobbies) shall not exceed the number listed in Appendix "A". Public corridors and lobbies include the passenger elevator lobby, service corridor and corridors connecting these spaces and the entries to each tenant's space. Revisions to the sprinkler system required due to partition layout shall be at the Tenant's expense.

The Tenant shall supply one (1) Type "C" fire extinguisher for each 6,000 square feet of rentable floor area or any fraction thereof.