

GENERAL CONDITIONS FOR TENANT ALTERATIONS

1. All work will be carried out at the Tenants complete expense and in accordance with the provisions of the Lease relating to alterations, including and without limitation, the provisions concerning liens, encumbrances and insurance. The Tenant shall keep the building and the demised premises free and clear of all liens for any work or material claimed to have been furnished to the Tenant or the demised premises on the Tenants behalf.

2. All materials, as well as methods and processes used in the performance of the work, shall conform to the standards of the building, and the contractor must be entirely familiar with such requirements or familiarize himself therewith. With respect to mechanical , electrical or plumbing work, contractors currently acting for the Landlord with respect to such systems building-wide, must be utilized by the Tenant. If a contractor other than the building's construction company is chosen to perform work for the tenant, they must be pre-approved by the landlord.

3. All work must be done in compliance with all requirements of law, including but not limited to , those imposed by the New York City Building Department, the New York City Fire Department and O.S.H.A. Among the legal requirements most frequently applicable are (a) New York City Law #5/1973 (including compartmentation requirements); (b) New York City Law #86/1979 to the extent such compliance is required on the floor(s) of which the demised premises or a part, including, but not limited to replacement of system components removed or damaged in the smoke detection devices and additional equipment as are required by law; (c) Local law #16/1984; (d) Local Law #41/1981; (e) Local Law #58/1988, and (f) The Americans with Disabilities Act, if applicable. Section C26-504.1 of the City of New York Administrative Code concerning compartmentation must be complied with in the portion of the building being altered. If a contractor other than the building's construction company performs the work, compliance with all legal requirements must be documented to the Landlord both prior to commencement of the work and at the completion thereof.

4. The Tenant agrees to comply, at its expense, with all charges and requirements that may be recommended by the Landlord's engineering consulting for such additional work required to be performed to the Landlord's fire communication and smoke detection system both inside and outside of the demised premises because of the Tenant's obligation under applicable law to connect to the Landlord's system. The Landlord's consultant must review and file all plans at the Tenant's cost if such filing is not otherwise arranged to the landlord's satisfaction. Any work relating

to the fire communications or smoke detection systems must be performed by the Landlord to maintain such systems.

5. All work must be performed in a safe and lawful manner, using contractors approved by the Landlord and complying with applicable laws, and all requirements and regulations of municipal and other governmental or duly constituted bodies exercising authority, and this compliance shall include the filing of plans and other documents, licenses or permits as are required prior to commencement of any work. If the building's construction company is not performing the work, the Tenant shall submit the following certificates and as-built drawings to the Managing Agent upon completion of the work:

(a) Certificates of Completion issued by the Department of Buildings, including but not limited to equipment use permits.

(b) Electrical certificates issued by the Department of Water Supply, Gas and Electricity and the Board of Fire Underwriters.

(c) As-built architectural, mechanical, electrical, sprinkler and plumbing drawings.

(d) As-built communication and data drawings along with accompanying manuals.

(e) Final distribution of tenant work allowances to tenant will only be paid once all required sign-offs are received by landlord.

6. The Tenant hereby agrees not to use the voluntary request for full Building Department approval of plans and applications as allowed under Building Department Directive #14 of 1975 and will employ competent professional engineers or architects approved by the Landlord and proficient with the Building Code.

7. The Landlord will have no responsibility for, or connection with the work, and the Tenant will remedy at Tenants expense, and be responsible for any and all defects in such work, that may appear during or after completion thereof, whether the same shall affect premises in particular or any part of the building in general.

8. The Landlord or its agents shall not be responsible for any disturbances or deficiencies created in the air-conditioning or other mechanical, electrical or structural facilities within the building as a result of the alteration. If such disturbances or deficiencies result, it shall be the Tenants entire responsibility to correct the resulting conditions and to restore the services to the complete satisfaction of the Landlord, its architect and engineers. The foregoing shall include, but not be limited to, openings

and/or damage to the demised premises, and/or building, caused by the Telephone Company while making its installations, which the Tenant agrees shall be repaired at the Tenants expense to the Landlords satisfaction.

9. If the performance of this work shall require that additional services or facilities (including, without limitation, extra elevator and cleaning services) be provided, the Tenant shall pay the Landlord the standard charge thereof.

10. If the Building's construction company is not performing the work, any contractor employed by the Tenant to subcontractors shall agree to employ only such labor as will not result in jurisdictional disputes or strikes or cause disharmony with other workers employed at the Building. The Tenant will inform the Landlord in writing of the names of any contractor or subcontractors the Tenant proposes to use in the demised premises at least ten (10) days prior to the beginning of work by such contractor or subcontractors.

11. (a) If the Building's construction company is not performing the work, the Tenants contractor(s) shall comply with the rules of the building as to the hours or availability of the building elevators and the manner of handling materials, equipment and debris to avoid conflict and interference with building operation; or damaged to the building or its equipment.

(b) If the Building's construction company is not performing the work: the Tenants contractor(s) shall make available fire extinguishers based on the following:

Alterations up to 3,000 sq. ft. -one (1) fire extinguisher

Alterations over 3,000 sq. ft. -one (1) fire extinguisher for every additional 3,000 sq. ft. there over.

Said fire extinguisher shall be the 25lb. type approved for type A, B, and C fires and shall be kept and maintained on the premises by the Tenants contractor for the duration of the alteration.

(c) Demolition must be performed after 6:00 P.M., or on weekends, The delivery of materials, equipment and debris must be performed only at times and in manners approved by the Landlord to avoid any inconvenience and annoyance to other Tenants. Cleaning must be controlled to prevent dirt and dust from infiltrating into adjacent Tenant or mechanical areas. The Tenant's construction company is also responsible for the complete protection of the areas not under construction, i.e., carpeting, freight car, ceilings and walls.

(d) The Tenant shall be required to pay for the use of service elevators out of business hours at the Landlords standard rate.

12. The Landlord expressly reserves the right to revoke consent to the work upon notice to the Tenant in the event of the breach of any of the terms or conditions hereof. The Landlord shall have the right, but not the obligation, to inspect any work at any time.

13. Nothing herein contained shall be construed as (a) constituting the Tenant as the Landlords agent (i.e. the Tenant shall do the work herein described as principal), or (b) a waiver by the Landlord of any of the terms or provisions of the Lease, the Landlords consent and approval as aforesaid being made subject thereto.

14. Any consent to the work shall be subject and subordinate to, and the Tenant agrees to comply with, such rules and regulations that might be established from time to time by the Tenant Liaison during construction.

15. Any costs incurred by the Landlord pursuant to this shall be payable by the Tenant as additional rent, as when billed.