

INSERTS TO PRINTED FORM OF LEASE, DATED AS OF
April 30, 2007 BETWEEN [REDACTED] RE [REDACTED] ES [REDACTED] C [REDACTED] D [REDACTED] [REDACTED] ETTE
[REDACTED] TES [REDACTED] C S [REDACTED] ORD, [REDACTED]
[REDACTED] TE [REDACTED] ES [REDACTED] C, AS TENANT

- (1) , which consent shall not be unreasonably withheld, conditioned or delayed for work which is non-structural in nature and does not require a buildings department permit and further provided the provisions of the Lease, including, without limitation, Article 40, are complied with by Tenant. No consent shall be required for cosmetic or decorative alterations done by Tenant in the Demised Premises.
- (2) particular
- (3) contractors,
- (4) ten (10)
- (5) Notwithstanding anything to the contrary contained in this Article 9, if the Demised Premises and/or the Building shall be damaged by fire or other casualty in the manner and to the extent set forth in this Section, and Landlord elects to repair and restore the Demised Premises and/or the Building, Landlord shall, within sixty (60) days after such damage or destruction, provide Tenant with a written notice of the estimated date on which the restoration of the Demised Premises shall be substantially completed. If such estimated date is more than twelve (12) months after the date of such damage or destruction, Tenant may terminate this Lease by notice to Landlord, which notice shall be given within ten (10) days after the date Landlord provides the notice required by the preceding sentence (with time being of the essence with respect to the giving of such notice by Tenant), and such termination shall be effective thirty (30) days after the receipt by Landlord of Tenant's notice with the same force and effect as if such date were the date specified herein as the Expiration Date (as such term is defined in this Lease), and the Minimum Rent and Additional Rent (as such terms are defined in this Lease) thereunder shall be abated from the date following the casualty and Tenant shall forthwith quit, surrender and vacate the Demised Premises without prejudice, however, to Landlord's rights and remedies against Tenant under the Lease provisions in effect prior to such termination. Failure by Tenant to provide such notice within such ten (10) day period shall be deemed an election by Tenant not to terminate this Lease. If Tenant elects not to terminate this Lease or is deemed to have so elected not to terminate this Lease, then the Minimum Rent and Additional Rent thereunder shall be abated (and payments thereof shall resume) as provided in subsection (c) of this Article, and if Landlord has not substantially completed the required repairs and restored the Demised Premises on or before the date (the "Restoration Deadline") which shall be the later of (i) the date which is twelve (12) months after the date of such damage or destruction or (ii) the date originally estimated by Landlord as herein above set forth (which Restoration Deadline is subject to delay by reasons of adjustments of insurance or the occurrence of a condition constituting force majeure or an inability to perform, as described in Articles 27 and 66 hereof), then Tenant shall have the further right to terminate this Lease upon written notice to Landlord, which notice shall be given within ten (10) days after the Restoration Deadline (with time being of the essence with respect to the giving of such notice by Tenant), and such election shall be effective upon the expiration of thirty (30) days after the date of such notice, unless Landlord substantially completes such repairs and restoration within such thirty (30) day period, in which event such termination of the Lease shall be considered a nullity and shall be deemed to have been irrevocably and unconditionally rescinded and withdrawn by Tenant.
- (6) and do not materially reduce the area of the Demised Premises.
- (7) Owner agrees that it shall in good faith use commercially reasonable efforts to reasonably minimize any material interference with Tenant's use of the demised premises by reason of such repairs, alterations, additions or improvements caused by work performed by Owner (but Owner shall have no obligation to employ labor at overtime or premium rates in connection therewith.)