

violations and requirements of public authorities, applicable thereto, even though by law tenants may have such duty or responsibility solely or jointly with landlords.

If any additional parking facilities shall be developed by LESSOR hereafter for any use of the tenants and occupants in said Center, all of the foregoing provisions of this paragraph shall then and thereafter apply to such additional parking facilities.]

Approval of Plans

2. LESSOR before he submits the final plans and specifications to the Department of Housing and Buildings, or other proper authority, shall submit them to LESSEE for its approval and such approval must first be obtained, otherwise this lease shall be null and void.

Governmental Authorizations

3. LESSOR shall file any and all applications for, and shall obtain, any consents or authorizations as may be required of lessors, owners and builders by any Government agency or public authority, upon a full and fair disclosure of the facts to it; and the effectiveness of the lease and the liability of LESSEE shall not accrue until LESSOR has fully complied with all terms and conditions of such consents or authorizations.

Building and Completion Dates

4. All said plans and specifications, both preliminary and final, are to be considered as a part of this agreement as if incorporated herein, the said work of actual construction to be commenced on or before November 1, 1969, and the building, basement and parking lot completed on or before May 1, 1970.

In the event construction shall not commence on or before November 1, 1969, LESSEE at its option, may at any time thereafter, give LESSOR written notice of intent to cancel this lease unless construction shall commence within sixty (60) days from the date of said notice. In the event construction shall not be commenced within said sixty (60) days, then this lease shall thereupon terminate and come to an end; if, however, construction is commenced within said sixty (60) days, and diligently prosecuted thereafter, this lease shall continue in full force and effect.

Delayed Possession

5. If, for any reason beyond the control of LESSOR and not due to any act or omission on his part, there is a delay in completing the premises in conformance with the final approved plans and specifications and in making them ready for occupancy on or before the date of commencement of the term of this lease and provided the delay does not exceed a period of ninety days from that date, the premises shall be accepted by LESSEE on the date they are properly completed in conformance with said final approved plans and specifications, made ready for occupancy and possession delivered to LESSEE, and such occupancy by LESSEE shall be deemed to be that of a lessee under all the terms, covenants and conditions of this lease, and rent at the monthly rate set forth above shall be paid by LESSEE and shall become payable on the first day of the month following the day actual possession is accepted by LESSEE and the term of this lease shall commence on that day instead of on the date of the commencement of the term as set forth in this lease and the initial term of this lease shall run for fifteen years from that date. If, for any reason beyond his control, LESSOR fails to deliver possession of the demised premises, properly completed and made ready for occupancy in conformance with the final approved plans and specifications, to LESSEE within the said ninety days, LESSEE may at its option terminate said lease by written notice sent to LESSOR and thereupon this lease and all rights and obligations hereunder shall cease and come to an end, in the same manner and with the same force and effect as if this lease had not been entered into.

Early Possession

If the premises are properly completed in accordance with the final approved plans and specifications and made ready for occupancy prior to the date herein fixed for the commencement of the demised term, LESSEE at its option may accept possession of the premises and such occupancy by LESSEE shall be deemed to be that of a lessee under all the terms, covenants and conditions of this lease, and rent at the monthly rate set forth above shall be paid by LESSEE and shall become payable on the first day of the month following