

Notwithstanding any subletting or assignment referred to in this article, Tenant shall continue liable for the performance of all the terms, covenants and conditions of this lease.

#### REPAIRS

Art. 13. The Tenant agrees to maintain the demised premises in good order and condition and make and pay for all interior repairs to the demised premises except any interior repairs required to be made by the Overlandlord under the Overlease as hereinafter provided. The Tenant agrees to replace at its own cost and expense all broken glass in the demised premises and to make and pay for all repairs to the heating plant and to the air conditioning system necessary to maintain same in good operating condition throughout the term hereof.

The Overlease provides that:

#### REPAIRS Art. 16

The Landlord agrees to make and pay for (a) all repairs, structural or otherwise, to the exterior of the building on the demised premises, including but not limiting said repairs to the streets, curbs, sidewalks and alleys, and (b) all repairs to the interior of said building which may be of a structural nature and which are not made necessary by any unusual use of the demised premises by the Tenant, and (c) all repairs, structural or otherwise, to the interior of the demised premises made necessary by acts of God and the elements and leakage or flowing of water and steam into the demised premises.

The Landlord agrees to take appropriate action when so requested by the Tenant in writing to require the Overlandlord to perform the aforesaid provisions of said Overlease and the Tenant agrees that the Overlandlord bears the responsibility to perform same.

It is specifically understood that the Landlord shall have no obligation whatsoever to make repairs of any nature to the demised premises and that the Landlord's obligations in this respect are restricted solely to taking the appropriate action referred to in the second paragraph of this Art. 13.

#### DAMAGE BY FIRE

Art. 14. The Tenant agrees that if the building on the demised premises or the building of which the demised premises are a part is damaged or destroyed by fire or through any other cause, to immediately notify the Landlord of such damage or destruction.

In the event the building on the demised premises or the building of which the demised premises are a part is damaged or destroyed by fire or through any other cause on or after the date hereof, the Landlord, at its option, may cancel and terminate this lease as of the date of such damage or destruction by giving to the Tenant written notice of such cancellation and termination within sixty (60) days following the date of such damage or destruction. Landlord agrees that it will not exercise said option to cancel and terminate this lease unless Landlord shall also cancel and terminate the Overlease referred to in Art. 6 hereof, provided, however, if

- (a) the demised premises are damaged to the extent of 25% or more of the then replacement cost (exclusive of the land and foundation), and
- (b) the Tenant does not, within thirty (30) days thereafter, exercise an option or options to extend the term of this lease pursuant to Art. 33 hereof as may be necessary to provide a lease term remaining hereunder of not less than ten (10) years after the date of such damage, or

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