

thereof to the System and Landlord's furnishing of Water pursuant hereto.

(C) If Landlord fails to fulfill its obligations pursuant to this Article, Tenant may, in addition to its other remedies, give written notice to Landlord specifying the respects in which Landlord so failed to perform its obligations and Landlord shall commence performance of such obligations within five (5) business days after the giving of such notice ~~(initiating necessary telephone calls being deemed commencement)~~ and diligently proceed to complete the performance thereof. If Landlord fails so to commence or diligently proceed in a continuous manner to complete the performance of such obligations after receipt of said written notice, Tenant, in addition to any other remedy it may have, may (i) as agent of Landlord, perform the same and deduct the reasonable cost thereof from any rent due or that may become due and payable under this Lease, or (ii) withhold an amount of rent equal to one hundred fifty (150%) percent of the reasonable cost of performance of such obligations as reasonably determined by Tenant until Landlord performs such obligations to the reasonable satisfaction of Tenant, at which time any amounts so withheld shall be promptly paid to Landlord.

If the obligations to be performed by Landlord are required to correct a Hazardous Default, Tenant shall give Landlord and its managing agent immediate notice in writing by hand delivery and facsimile, and Landlord shall commence the performance of such obligations by the next business day ~~(or, if members of the Resnick family then control the general partner of~~

Landlord, within the next two (2) business days) after receipt of such notice (the making of necessary telephone calls being deemed commencement) and diligently proceed in a continuous manner to complete the performance thereof. If Landlord fails so to commence and complete the performance of such obligations within the applicable time period after receipt of said notice, as aforesaid, Tenant may (i) as agent for Landlord, perform the same and deduct the reasonable cost thereof from any rent due or that may become due and payable under this Lease, or (ii) withhold an amount of rent equal to one hundred fifty (150%) percent of the reasonable cost of the performance of such obligations as reasonably determined by Tenant until Landlord performs such obligations to the reasonable satisfaction of Tenant, at which time any amounts so withheld shall be promptly paid to Landlord, or (iii) give Landlord and its managing agent a second notice (the "Second Notice") of said default in the manner above provided.

Furthermore, if Tenant provides a Second Notice to Landlord of a Hazardous Default and Landlord thereafter fails to commence to cure such Hazardous Default within three (3) days following receipt of the Second Notice (initiating necessary telephone calls being deemed commencement), or fails thereafter diligently to proceed with continuity to cure said default and, as a result of Landlord's failure, (a) more than twenty-five (25%) percent of the Demised Premises is rendered unusable for Tenant's business purposes and (b) Tenant removes its personnel from such portion of the Demised Premises, then Tenant may

terminate this Lease on ten (10) days written notice to Landlord, unless such Hazardous Default is cured within such ten (10) day period.~~(5)~~

If Tenant discontinues use of any part or all of the Demised Premises because of Landlord's failure to ~~provide Water pursuant to~~ perform its obligations under this Article 9~~(B)~~, the rent shall be reduced proportionately to the space not being used by Tenant by reason of such failure until such ~~Water is again being provided~~ obligations are substantially completed (or, if earlier, until Tenant resumes use thereof). of such space).

If Tenant is still able to use the Demised Premises for the purposes set forth in this Lease, but Landlord's failure to timely perform its obligations under this Article adversely affects Tenant's operations within the Demised Premises in a material manner, Tenant shall be entitled, during such period, to a bona fide equitable reduction in rent.

Anything herein to the contrary notwithstanding, (i) Tenant's rights under the foregoing provisions are conditioned upon it having sent a copy of all of the above notices to the first mortgagee of the Building as provided in Article 21 hereof at the same time as it sends any such notice to Landlord; and (ii) all of the above time periods and Tenant's rights for Landlord's failure to perform its obligations are subject to force majeure circumstances, as set forth in Article 22.

ARTICLE 10

TENANT'S SERVICES