

- reasonably incurred if such supplies or services were obtained from unrelated third parties;
- (g) voluntary contributions to any political or charitable persons or entities;
 - (h) costs for the acquisition of sculpture, paintings or other art objects;
 - (i) advertising, marketing and promotion costs;
 - (j) costs associated with the operation of the corporation or other entity which constitutes the Landlord, as distinguished from costs of operation of the Premises;
 - (k) costs for which the Landlord is entitled to reimbursement under warranties or by insurance companies, other tenants, or other third parties;
 - (l) costs incurred to investigate, remove, remediate, or respond to any claim related to Hazardous Materials if caused by the Landlord or existed or introduced at the Property prior to Practical Completion other than by a Tenant party;
 - (m) interest or penalties due to the late payment of Rates and Taxes, utility bills or other costs, if caused by the Landlord or its agents;
 - (n) any cost for overtime or other expenses to the Landlord in curing an event of default by the Landlord;
 - (o) the costs, including fines, penalties, and legal fees incurred, due to violations by Landlord of applicable laws, the terms and conditions of any lease pertaining to the Building, or any other contract, or title matters;
 - (p) costs incurred in connection with the transfer of the Building or the Premises or any interest therein (excluding the cost of an electronic certificate of compliance, water compliance certificate or beetle certificate). The costs and interest included in the Updated Development Cost Schedule shall be included in the calculation of Principal Rent, as contemplated in **Schedule 3**, and not regarded as an Operating Expenses;
 - (q) the cost of any action that is specifically the Landlord's expense under this Lease (and which is not recoverable from the Tenant) or any costs for which the Landlord is required