

Brookfield

ONE MANHATTAN WEST RULES AND REGULATIONS

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DIRECTORY

Property Management Office Location:

Brookfield Office Properties
One Manhattan West
395 9th Avenue
New York, NY 10001

Security/24 Hour Emergency Contact:

One Manhattan West Fire & Life Safety Director
646.993.2970

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BUILDING RULES AND REGULATIONS

1. The rights of each tenant in the entrances, corridors, elevators and escalators servicing the Building are limited to ingress to and egress from such tenant's premises for the tenant and its employees, licensees and invitees, and no tenant shall use, or permit the use of, the entrances, corridors, escalators or elevators for any other purpose. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, escalators, elevators and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the tenants, their employees, licensees or invitees except as may otherwise be expressly provided in the Lease. No tenant shall encumber, or obstruct, or permit the encumbrance or obstruction of any of the sidewalks, plazas, entrances, corridors, escalators, elevators, fire exits or stairways of the Building. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally.
2. Landlord may refuse admission to the Building outside of Business Hours on Business Days (as such terms are defined in the Lease to which this Exhibit is attached) to any person not known to the watchman in charge or not having a pass issued by Landlord or the tenant whose premises are to be entered or not otherwise properly identified, and Landlord may require all persons admitted to or leaving the Building outside of Business Hours on Business Days to provide appropriate identification. Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the reasonable judgment of Landlord, be prejudicial to the safety, character or reputation of the Building or of its tenants may be denied access to the Building or may be ejected therefrom. During any invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.
3. No tenant shall obtain or accept for use in its premises ice, drinking water, food, beverage, towel, barbering, bootblacking, floor polishing, cleaning or other similar services from any persons reasonably prohibited by Landlord in writing from furnishing such services. Such services shall be furnished only at such hours, and under such reasonable regulations, as may be fixed by Landlord from time to time.
4. The reasonable out of pocket costs incurred by Landlord in repairing any damage to the public portions of the Building or the public facilities or to any facilities used in common with other tenants, caused by a tenant or its employees, agents, contractors, licensees or invitees, shall be paid by such tenant.
5. No lettering, sign, advertisement, notice or object shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written approval of Landlord, which approval (other than with respect to lettering, sign, advertisement, notice or object on the exterior windows) shall not be unreasonably withheld, conditioned or delayed. In the event of the violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the reasonable out of pocket costs and expenses incurred by Landlord for such removal to the tenant violating this rule. Interior signs, elevator cab designations and lettering on doors and the Building directory (if any) shall, if and when approved by Landlord, be inscribed, painted or affixed for each tenant by Landlord at the reasonable out of pocket costs and expense of such tenant, and shall be of a size, color and style reasonably acceptable to Landlord.
6. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral air conditioning enclosures, if any.
7. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.

8. No bicycles, vehicles, animals (other than seeing eye dogs or other certified service animals assisting physically or mentally challenged individuals), fish or birds of any kind shall be brought into or kept in or about the premises of any tenant or the Building, except as expressly set forth herein or the Lease with respect to bicycles (i.e., the Bicycle Storage Area).
9. No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the reasonable judgment of Landlord, would disturb other tenants in the Building, shall be made or permitted by any tenant. Nothing shall be done or permitted in the premises of any tenant which would impair or interfere with the use or enjoyment by any other tenant of any other space in the Building, except to a *de minimus* extent.
10. No tenant, nor any tenant's contractors, employees, agents, visitors or licensees, shall at any time bring into or keep upon the premises or the Building any inflammable, combustible, explosive or otherwise dangerous fluid, chemical or substance other than the amounts required in the normal cleaning, operation and maintenance of Tenant's business office equipment and machines and use of its premises, provided same are maintained in accordance with all applicable legal and insurance requirements.
11. Subject to Tenant's right to install a separate security system and have secure areas in accordance with the terms of the Lease, additional locks or bolts of any kind which shall not be operable by the grand master key for the Building shall not be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said grand master key. Additional keys for a tenant's premises and toilet rooms shall be procured only from Landlord who may make a reasonable charge therefor. Each tenant shall, upon the termination of its tenancy, turn over to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord at Landlord's cost, such tenant shall pay to Landlord the cost thereof.
12. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may reasonably determine from time to time. The persons employed to move safes and other heavy objects shall be reasonably acceptable to Landlord and, if so required by law, shall hold a Master Rigger's license. Arrangements will be made by Landlord with any tenant for moving large quantities of furniture and equipment into or out of the Building. All reasonable out of pocket labor and engineering costs incurred by Landlord in connection with any moving specified in this rule, shall be paid by tenant to Landlord, within 30 days after demand therefor together with reasonable supporting documentation.
13. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which this Exhibit is a part. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the tenant from whose premises the package or object or matter is being removed, but the establishment and enlargement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the premises or the Building under the provisions of this Rule or of Rule 2 hereof unless caused by or resulting from the negligence or willful act of Landlord, its agents, servants, contractors, or employees.
14. No tenant shall occupy or permit any portion of its premises to be occupied as an office for a public stenographer or public typist, or for the possession, storage, manufacture, or sale of liquor, narcotics, dope, tobacco in any form, or as a barber, beauty or manicure shop, or as a school. No tenant shall use or permit its premises or any part thereof to be used, for manufacturing, or the sale at retail or public auction of merchandise, goods, or as a school. No tenant shall use or permit its premises or any part thereof to be used, for manufacturing, or the sale at retail or auction of merchandise, goods or property of any kind.
15. Except as expressly permitted under the Lease, Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in Landlord's reasonable judgment, tends to impair the reputation of the

Building or its desirability as a building for others, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.

16. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand (after installation of any permitted floor reinforcement) shall be brought into or kept upon any tenant's premises. If, in the reasonable judgment of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner as Landlord shall reasonably determine.
17. No machinery or mechanical equipment (other than ordinary portable business machines and, subject to the terms of the Lease washing machines and dryers and fitness center equipment) may be installed or operated in any tenant's premises without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed, and in no case (even where the same are of a type so excepted or as so consented to by Landlord) shall any such machines or mechanical equipment be so placed or operated as to disturb other tenants (by more than a *de minimus* extent); but machines and mechanical equipment which may be permitted to be installed and used in a tenant's premises shall be equipped, installed and maintained by such tenant as to prevent any objectionable noise, vibration or electrical or other interference from being transmitted from such premises to any other area of the Building outside of such tenant's premises.
18. Landlord, its contractors, and their respective employees, shall have the right to use, without charge therefor, reasonable quantities of light, power and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.
19. No premises of any tenant shall be used for lodging or sleeping or for any immoral or illegal purpose.
20. The requirements of tenants will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
22. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises which would annoy other tenants or create a public or private nuisance. No cooking shall be done in the premises of any tenant except as is expressly permitted in such tenant's lease.
23. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere (by more than a *de minimis* extent) with any of the Building's services or the proper and economic heating, ventilating, air conditioning, cleaning or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air- conditioning, electrical or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference. For purposes hereof, the term "EMI" shall mean electromagnetic interference, and the term "Excessive EMI" shall mean EMI at a level exceeding 10 milligauss. Tenant, at Tenant's sole cost and expense, promptly following its receipt of notice from Landlord to the effect that the installation or manner of operation of any equipment by Tenant is causing Excessive EMI in any portion of the Building other than the Premises, shall take steps to bring such Excessive EMI below 10 milligauss in a manner that is appropriate, as reasonably determined by Landlord. Tenant shall not install any equipment or operate any equipment in a manner which would result in the electrical voltage and current distortion at any area outside of the Premises failing to be within the limits stated in IEEE 519.
24. No acids, vapors or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Building which may damage them. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein. Subject to any waiver of subrogation contained in the Lease, all damages resulting from any misuse of

the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same. Any cuspidors or containers or receptacles used as such in the premises of any tenant or for garbage or similar refuse, shall be emptied, cared for and cleaned by and at the expense of such tenant.

25. All entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.
26. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building, except that Tenant may use hand trucks equipped with rubber tires to transport office supplies, documents, mail and small packages between any contiguous full floors of the Premises; Tenant's right to use hand trucks equipped with rubber tires in such passenger elevators shall be subject to Tenant's obligation to repair any damage caused by Tenant in accordance with the terms of the Lease. Only hand trucks equipped with rubber tires shall be used within the Service Elevators that will serve all floors of the Building.
27. All windows in each tenant's premises shall be kept closed, and all blinds therein above the ground floor shall be lowered as reasonably required because of the position of the sun, during the operation of the Building air-conditioning system to cool or ventilate the tenant's premises. If Landlord shall elect to install any energy saving film on the windows of the Premises or to install energy saving windows in place of the present windows tenant shall cooperate with the reasonable requirements of Landlord in connection with such installation and thereafter the maintenance and replacement of the film and/or windows, in each instance, at no additional cost to Tenant (except to the extent permitted to be included in Expenses) and permit Landlord to have access to the Premises at reasonable times during Business Hours and otherwise subject to and in accordance with the terms of the Lease to perform such work.
28. Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants generally, and no alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant.
29. Except as otherwise agreed to in writing by Landlord, Tenant shall not use or permit the use of the Premises for the sale, lease, license or other delivery of electronic commerce services to any other tenants or occupants of the Building, including but not limited to, hardware and software services that allow users to conduct business-to-business or business-to-consumer services over networks utilizing, by way of example, e-mail, electronic data interchange, data archiving, e-forms, electronic file transfer, facsimile transfer or similar services or any other services not expressly permitted under this Lease.
30. The use of the Bicycle Storage Area by any occupants of the Building shall be at their sole risk and Landlord shall be under no obligation to take any steps to prevent or minimize the risk of damage, theft or personal injury in connection with such use of the bicycle racks except as expressly set forth in the Lease. The provisions of Section 15.03 of the Lease providing for the non-liability of Landlord and other specified parties shall apply in all respects to any loss, injury or damage to Tenant or to any other person, or to its or their property relating to or in connection with the Bicycle Storage Area, provided that in no event shall Landlord or such other specified parties be deemed to be negligent by virtue of the existence or placement of the Bicycle Store Area or Landlord's failure to take any steps to prevent or minimize the risk of damage, theft or personal injury in connection with the use thereof except as expressly set forth in the Lease, including compliance with the Security Procedures.
31. Bicycles and other self-propelled vehicles such as roller skates, roller blades, scooters and skateboards, are not allowed in the lobbies or passenger elevators of the Building. However, bicycles and other such self-propelled vehicles can be transported to and from the Premises via the service elevators in the Building, subject to the terms and conditions of this Lease regarding scheduling and charges therefor.
32. Bicycle parking will be provided in the Bicycle Storage Area, without charge to Tenant. Permits will be available on a first come first served basis. All permitted bikes must enter via the entrance to the loading dock and parking area to the Building on 31st Street. Bicycles must be walked when entering and exiting the Garage area. Cyclists must stay to the side of the ramp and stay within the designated pathway when entering or exiting the facility as

the loading dock and parking area to the Building on 31st Street is an extremely active area for trucks and cars and other moving vehicles. Landlord will maintain storage facility equipment and the appurtenant shower facilities, keeping the area well-lit and clean.

33. All capitalized terms used in this Exhibit and not otherwise defined shall have the meaning ascribed thereto in the Lease.
34. To the extent there is a conflict between the provisions of this Exhibit K and the Lease, the provisions of the Lease shall prevail.

ALTERATIONS RULES AND REGULATIONS

A. General

- 1) Tenant will make no Alterations (as defined in the Lease) in, to or about the premises, except in compliance with Article 13 of the Lease.
- 2) Prior to the commencement of any Alterations, Tenant is responsible for obtaining, from the Building manager, a base Building pre-demolition/pre- construction status report noting condition of the Premises; it being agreed that the foregoing shall not be applicable to mere decorative Alterations (e.g., painting, carpeting and floor and wall coverings).
- 3) Prior to the commencement of any Alterations, Tenant shall submit for Landlord's written approval all required items described in Paragraphs 1, 2 and 3 of Section B hereof.
- 4) Tenant shall ensure that the proposed Alterations comply with The Administrative Code of The City of New York and all other laws, ordinances, rules and regulations promulgated by all governmental agencies and bodies having jurisdiction over such Alterations, including, without limitation, the ADA.
- 5) Tenant shall ensure that all proposed Alterations comply with Building standards listed in Section C hereof and are adequately designed to serve Tenant's needs.
- 6) From and after the Occupancy Date, all (i) demolition or removal of construction materials, (ii) moving of construction materials to or from the Building, or (iii) other categories of work which may disturb or interfere with other tenants of the Building or disturb or interfere with Building operations (in each instance by more than a de minimis extent), must be scheduled and performed before or after Business Hours, except as otherwise permitted under the Lease. Tenant shall provide the Building manager with written notice at least 24 hours prior to scheduling any Alterations.
- 7) Subject to the terms of the Lease, all inquiries, Tenant plans, requests for approvals, and all other matters shall be processed through the Building manager.
- 8) Subject to the limitations and conditions of the Lease (including, without limitation, this Exhibit L and the Work Letter), Tenant shall be permitted to perform any Alterations (including Tenant's Work) at such times as Tenant desires.
- 9) All capitalized terms used in this Exhibit and not otherwise defined shall have the meaning ascribed thereto in the Lease.

B. Tenant Submittals

- 1) Tenant to submit to Landlord the following information for Landlord's review and (to the extent that the Alterations in question require Landlord's approval under Article 13 of the Lease) approval prior to commencement of any Alterations. Landlord's review and, if required, approval period will not commence until the Building manager is in receipt of the following items, as one complete package:

- a) Letter of Intent to perform construction. Letter to include a brief description of the proposed Alterations, Tenant contact, complete list of proposed contractors and proposed work schedule.
 - b) Two (2) sets of design drawings and specifications noting full scope of work involved in performing such Alterations. All drawings must be signed and sealed by Tenant's Architect or professional engineer licensed to conduct business in the State of New York. Part plan drawings will not be acceptable, except as otherwise permitted under the Lease.
 - i) If full height partition walls are being installed in an area that is sprinklered, the existing sprinkler head locations must be included to show that new partitions are not in conflict with sprinkler coverage.
 - c) A letter from Tenant's Architect or professional licensed engineer stating that their design and scope of work complies with all applicable codes, and local laws, especially noting Local Laws 16/84, 58/87, 5/73 and 26/04. This letter must be signed and include their professional seal.
 - d) Subject to the terms of the Lease, proper New York City Building Department filing applications, as required, for all Alterations indicated on drawings.
 - e) Valid certificates of insurance and a Contractors Agreement signed by Tenant's general contractor (see Insurance Requirements in Section D hereof).
- 2) Upon completion of Landlord's review (or such earlier time as provided under Article 13 of the Lease), the following will be returned to Tenant:
- a) A letter (i) granting approval to file drawings; or (ii) granting conditional approval, subject to Tenant incorporating Landlord's comments and suggested revisions into a revised set of design drawings (no Alterations requiring Landlord's consent under Article 13 of the Lease will commence or, except as otherwise permitted under Article 13 of the Lease, applications be filed until Landlord is in receipt of such revised set of drawings); or (iii) disapproving such Alterations, provided that such letter disapproving such Alterations is accompanied by a statement specifying in reasonable detail the reasons for such disapproval; and
 - b) If approved, or conditionally approved, Building Department applications signed by Landlord, which Landlord shall promptly sign, subject to the terms of Article 13 of the Lease.

Landlord's review is for conformance with Building standards only and is not a review for compliance with law or a review of the adequacy of Tenant's design. No such approval, or comments shall constitute a waiver of the obligation that Tenant's Alterations comply with all laws and receive all required Buildings Department or other governmental approvals.

- 3) Prior to commencement of Alterations: Tenant to submit to Landlord the following:
- a) A letter or revised drawings addressing Landlord's comments, if any, with respect to those Alterations requiring Landlord's consent under Article 13 of the Lease.
 - b) Approved New York City Building Department filing applications, drawings, and all work permits.
 - c) A final list of all contractors and subcontractors who will perform the Alterations.
 - d) A work schedule noting the estimated duration of work.
- 4) Upon completion of Alterations:

Tenant to submit to Landlord, in a timely manner, the following:

- a) All sign-off documents which pertain to work filed from all agencies having jurisdiction.

- b) As-built drawings or design documents marked to show major revisions.
- c) To the extent applicable to the Alterations being performed, a properly executed air balancing report, signed by professional licensed engineer.

C. Building Standard Requirements

1) All structural or floor loading requirements, mechanical (HVAC), plumbing, sprinkler, electrical, fire alarm, elevator, of any proposed Tenant installation shall be subject to the prior approval of Landlord's consultants, which approval shall be granted or denied or deemed given subject to and in accordance with the provisions of Article 13 of the Lease.

2) Intentionally omitted.

3) Elevator service for construction work shall be charged to Tenant at the rates set forth in the Lease. Prior arrangements for elevator use shall be made with Building manager by Tenant in accordance with the terms of the Lease. No material or equipment shall be carried under or on top of elevators. Subject to the terms of the Work Letter, if workmen (including, without limitation, operating engineers and construction personnel), are required by any union regulations for material or personnel hoisting, such workmen shall be paid for by Tenant.

4) If shutdown of any mechanical or electrical risers are required, such shutdown shall be performed by Landlord's contractors at Tenant's expense or, at Landlord's option, supervised by Landlord's representative at Tenant's expense; it being agreed that (a) such expenses shall be limited to the reasonable actual out-of-pocket expense incurred by Landlord in connection therewith, (b) no such shut down shall be required by Landlord if a temporary sprinkler loop is installed and (c) in connection with any such shut-down, no daily drain down shall be required but the valve shall be shut off and turned on by Landlord, at no additional cost or expense to Tenant.

5) Tenant's contractor shall:

- a) have a superintendent or foreman on the Premises at all times;
- b) police the job at all times, continually keeping the Premises orderly; protection and maintenance will be Tenant's responsibility;
- c) maintain cleanliness and protection of all areas in which Tenant is performing Alterations, including, to the extent applicable, elevators and lobbies;
- d) protect the front and top of all peripheral HVAC units and thoroughly clean them at the completion of work;
- e) block off supply and return grills, diffusers and ducts to keep dust from entering into the Building air conditioning system;
- f) protect the Building's fire alarm devices and wiring; and
- g) Subject to the terms of the Lease, including Section 13.01, avoid the disturbance of other tenants.

6) If any part of Tenant's Alterations is improperly performed, Tenant shall be charged for corrective work done by Landlord's personnel or contractors engaged for such purpose by Landlord if Tenant fails to remedy the same within a reasonable period of time following notice thereof from Landlord to Tenant.

7) All equipment and installations must be equal to the standards of the Building in place at the time of such installations, if any (but not in excess of first-class office buildings in midtown Manhattan). Any deviation from

Building standards will be permitted only if approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed.

8) Tenant shall pay Landlord for any amounts required to be paid by Tenant in connection with any Alteration within thirty (30) days after billing therefor, together with reasonably supporting documentation.

9) Landlord's contract fire alarm service personnel shall be the only personnel permitted to adjust, test, alter, relocate, add to, or remove equipment connected to the Building's fire alarm system; provided, such personnel charges competitive market rates and is available to perform the same.

10) During such times that Tenant's Alterations or demolition of the Premises require that fire protection afforded by the Building's fire alarm system or sprinkler system be disabled, Tenant, at Tenant's expense, shall maintain an FDNY Certified fire watch service deemed reasonably suitable to Landlord, and any agency having jurisdiction.

11) Landlord, at Tenant's reasonable expense, shall repair or cause to have repaired, any and all defects, deficiencies or malfunctions of the Building's fire alarm system caused by Tenant's Alterations or related demolition. Such expense may include expenses of engineering, supervision and standby fire watch personnel that Landlord reasonably deems necessary to protect the Building during the time such defects, deficiencies and malfunctions are being corrected; it being agreed, however, that all such expenses shall be limited to the reasonable out of pocket expenses actually incurred by Landlord in connection therewith.

12) Should Tenant desire to install its own internal fire alarm system, Tenant shall request Landlord to connect such system to the Building's fire alarm system at Tenant's expense in such reasonable manner as prescribed by Landlord; it being agreed, however, that all such expenses shall be limited to the reasonable out of pocket expenses actually incurred by Landlord in connection therewith. Tenant shall, at Tenant's expense, have such internal fire alarm system approved by governing agencies having jurisdiction, and shall submit to Landlord an approved copy of plans of such system before initiating any installation of such system. Tenant must demonstrate that system is in working order prior to requesting tie-in.

13) Tenant, at Tenant's expense, will be responsible for the maintenance and proper operation of any Tenant Building fire alarm sub-system.

14) Intentionally omitted.

15) Tenant will be responsible for keeping, on Premises, a copy of all required Building Department approved applications, drawings, permits, and signoffs during and after completion of construction and, upon request of Landlord, shall deliver same to Landlord at the expiration of the Lease.

16) Intentionally omitted.

17) Tenant shall comply with the terms and conditions of Article 13 of the Lease, and Tenant acknowledges and agrees that except in compliance therewith, the attachment of any items to Building window mullions, HVAC enclosures or window soffits, will not be permitted.

18) Drywall partitions or installations abutting window mullions must allow for the operation of pivoting windows where applicable.

19) Except as otherwise permitted under the Lease, electrical wire mold will not be permitted without written approval from Landlord.

20) Except as otherwise permitted under the Lease, chasing of structural slab or Building masonry walls will not be permitted unless consent is given by Landlord in accordance with the standards for a Material Alteration under Article 13 of the Lease.

- 21) The attachment of drywall metal studs or track to mechanical, electrical, plumbing, sprinkler, or any Building System will not be permitted.
- 22) All valves or equipment controlling the Building Systems or Tenant systems must be tagged and identified.
- 23) Access doors must be provided to all Building equipment and Tenant equipment.
- 24) Tenant's design consultant is responsible to ensure that the Building Systems are adequately sized to meet Tenant's requirements based on the information regarding such Building Systems as is disclosed in writing to Tenant and Tenant's Representatives. Tenant shall be responsible for alterations to any existing HVAC ductwork or system and shall ensure that such work is integrated so as not to adversely affect portions of the Building outside the Premises.
- 25) All mechanical locking devices must be keyed and mastered to Building keying system. Two (2) individual keys must be supplied to the Building manager. All hardware visible outside the Premises is to match Building standards, if any (but not in excess of first-class office buildings in midtown Manhattan); it being agreed that the requirements of this sentence shall not be applicable to full floors.
- 26) Tenant shall not install any outside louvers without Landlord's prior written approval. Detailed sketches of all proposed louvers shall be submitted for Landlord's approval which approval may be granted or withheld in Landlord's sole discretion.
- 27) Intentionally omitted.
- 28) Any connections to the Building Systems must comply with code and be of similar materials as existing installations.
- 29) Intentionally omitted.
- 30) Subject to the terms of the Lease, any signage, window dressing, or Tenant decor visible from outside the Premises must receive written approval from Landlord prior to installation, which approval will not be unreasonably withheld, conditioned or delayed.
- 31) The modification of any elevator equipment must receive prior written approval from Landlord in accordance with the standards for a Material Alteration under Article 13 of the Lease and subject to the provisions of Section 6.01A of the Lease. All elevator devices must remain accessible for maintenance and must conform to Building standards, if any (but not in excess of first-class office buildings in midtown Manhattan).
- 32) Tenant is not to mount any equipment in Building electrical closets, telephone closets, or mechanical equipment rooms without prior written approval from Landlord, which approval will not be unreasonably withheld, conditioned or delayed.
- 33) To the extent there is a conflict between the provisions of this Exhibit L and the Lease, the provisions of the Lease shall control.

D. Contractors Agreement; Insurance Requirements

[To be retyped on Letterhead of Tenant's general contractor, addressed to Landlord]

Tenant:

Premises:

The undersigned contractor or subcontractor (hereinafter called "Contractor") has been hired by Tenant or occupant (hereinafter called "Tenant") of the Building named above or by Tenant's contractor to perform certain work (hereinafter called "Work") for Tenant in Tenant's premises in the Building. Contractor and Tenant have requested

the undersigned Landlord (hereinafter called "Landlord") to grant Contractor access to the Building and its facilities in connection with the performance of the Work and Landlord agrees to grant such access to Contractor upon and subject to the following terms and conditions:

1) Contractor agrees to indemnify and save harmless Landlord, and its respective officers, employees and agents and their affiliates, subsidiaries, members, and partners, and each of them, from and with respect to any claims, demands, suits, liabilities, losses and expenses, including, without limitation, reasonable attorneys' fees, arising out of or in connection with the Work (and/or imposed by law upon any or all of them) because of personal injuries, including death at any time resulting therefrom, and loss of or damage to property, including consequential damages, whether such injuries to persons or property are claimed to be due to negligence of the Contractor, Tenant, Landlord or any other party entitled to be indemnified as aforesaid except to the extent specifically prohibited by law (and any such prohibition shall not void this Agreement but shall be applied only to the minimum extent required by law).

2) Contractor shall provide and maintain at its own expense, until completion of Work, the following insurance:

a) Workers' Compensation and Employers' Liability Insurance covering each and every workman employed in, about or upon the Work, as provided for in each and every statute applicable to Workers' Compensation and Employers' Liability Insurance.

b) Commercial General Liability Insurance (CGL) Including Coverage for Completed Operations, Broad Form Property Damage "XCU" exclusion if any deleted, and Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement) for not less than the following limits:

Combined Single Limit Bodily Injury and Property Damage Liability:
\$10,000,000 (or such lower amount as permitted under the Lease, as each such amounts are adjusted in accordance with the terms of the Lease) (written on a per occurrence basis)

c) Comprehensive Automobile Liability Insurance (covering all owned, non- owned and/or hired motor vehicles to be used in connection with the Work) for not less than the following limits:

Bodily Injury:	\$5,000,000 per person \$5,000,000 per occurrence
Property Damage:	\$5,000,000 per occurrence

Contractor shall furnish a certificate from its insurance carrier or carriers (as well as from its subcontractors) to the Building office before commencing the Work, showing that it (and its subcontractors) have complied with the requirements set forth in this Paragraph 2 and Paragraph 3 below) regarding insurance and the requirements set forth in the Lease, including, without limitation, under Section 13.02 and providing that the insurer will give Landlord ten (10) days prior written notice of the cancellation of any of the foregoing policies.

3) Contractor shall require all of its subcontractors engaged in the Work to provide the following insurance:

a) CGL Insurance Including Protective and Contractual Liability Coverages with limits of liability at least equal to the above stated limits, except such lower limits as permitted under the Lease.

b) Comprehensive Automobile Liability Insurance (covering all owner, non- owned and/or hired motor vehicles to be used in connection with the Work) for not less than the following limits:

Bodily Injury:	\$5,000,000 per person \$5,000,000 per occurrence
Property Damage:	\$5,000,000 per occurrence

Upon the request of Landlord, Contractor shall require all of its subcontractors engaged in the Work to execute an Insurance Requirements agreement in the same form as this Agreement. Agreed to and executed this ___day of __, 20__.

Landlord:

Contractor:

CERTIFICATE OF INSURANCE REQUIREMENTS

Liability Insurance providing protection (a) as to bodily injury and property damage in combined single limits of not less than \$5,000,000.00 (b) disease \$500,000.00 per employee and (c) as to contractual liability, specifically covering the indemnity obligations (if any) of the aforesaid contract (this specific coverage to be indicated in the “Special Items” section of the insurance certificate.)

Workers’ compensation insurance in form and amounts required by law.

Excess Liability minimum of \$5,000,000.00.

NOTE: *No COI will be accepted unless the ADDL INSD (Additional Insured) and SUBR WVD (Subrogation waiver) Columns are marked (X/Y) as applicable or an Additional Insured Endorsement is provided for the policies.*****

The following must be named as **additional insured** on the above policies and indicated as such in the “Special Items” section of the insurance certificate.

- i) Brookfield Properties (USA II) LLC, Brookfield Properties Developer LLC, The Manhattan West Owners Association LLC, BOP NE LLC, BOP NE Retail LLC, BOP MW Retail Subsidiary LLC and each of their respective affiliates, shareholders, members, managers, partners (including partners of partners), subsidiaries and related entities, and any successors and/or assigns of such entities; ii) New York City Industrial Development Agency; iii) Wells Fargo National Association; and iv) Manufactures and Traders Trust Company.

All certificates must specifically indicate (in the “Special Items” section of the insurance certificate) coverage at the above-referenced building and must identify the applicable contract by number, if any, or by date. In addition, the additional insured column must be marked (X) to indicate that each policy covers those named as additional insureds.

The following must be named as **certificate holder** on the above policies and indicated as such in the “Certificate Holder” section of the insurance certificate:

**BOP NE LLC
395 9th Avenue
New York, NY 10001**

Please note that no work will be permitted at such premises until appropriate insurance certificates are received and approved. Should you have any questions, please contact the Building Management Office, at (212) 560-0710.

Vendor Type Chart

To determine the Umbrella Liability required for a vendor, please select the type of work said vendor will be performing. If the required vendor type is not listed below, please contact the Property Management Office for additional information.

<u>\$1,000,000.00 Minimum</u>	<u>\$2,000,000.00 Minimum</u>	<u>\$5,000,000.00 Minimum</u>	<u>\$10,000,000.00 Minimum</u>
Coffee & Snack Services	BMS/EMS Maintenance	Architects	Demolition
Couriers	Carpet Cleaners	Heavy Equipment Delivery/ Installation	General Construction
General Delivery (Newspapers, Uniforms, etc.)	Document Shredding/ Disposal	Electrician	
Office Supplies	Generator Maintenance	Exhaust & Hood Cleaning	

Party Rentals	Grease trap Cleaning	Fiber Optics/ Voice & Data Cabling	
	Information Systems Install & Maintenance	Garbage Removal	
	Locksmiths	HVAC Maintenance/ Installation	
	Movers	Janitorial Services	
	Painters	Life Safety Maintenance	
	Pest Control	Marble, Metal & Stone Maintenance	
	Plumber	Security Services	
	Recycling		
	Refinishing Services		

DELIVERIES AND LOADING DOCK

The loading dock is accessible via the entrance at 431 W 31st Street. The loading dock area may be used for deliveries and pick-ups only. Security personnel is onsite 24/7 to assist with deliveries.

All deliveries are to be made via the loading dock and the freight elevators. Freight elevator service is arranged by submitting a work order through Angus, the tenant service request system.

All tenant vendors and/or contractors delivering to and performing work within the leased premises are required to submit and keep current a Landlord-approved Certificate of Insurance. No vehicles will be permitted to the respective loading dock without a valid driver's license, vehicle registration and vehicle insurance.

One Manhattan West loading dock and freight elevators are available 24-hours-per-day, 7-days-per-week, upon request; vehicles are reserved to a maximum of one (1) hour. Please coordinate all deliveries in advance with the Property Management Office, via the Angus system. Reservations will not be accepted from the tenant's vendor.

Loading Dock:

The loading dock is accessible via the entrance at 431 W 31st Street. A security attendant is on duty 24-hours to assist with deliveries and pickups. All persons entering the loading dock must show proper identification. Every vendor, contractor or messenger will be issued a badge sticker prior to gaining access. The badge will include the date and tenant to where the delivery or pickup is being made; badge stickers must be displayed at all times. Security personnel will verify each floor that the delivery or pickup is being made.

All personal vehicles will be inspected and trunks opened and checked. Mirror checks will also be conducted on vehicles. Anyone entering the loading dock on foot will be stopped and asked for ID; proper paperwork will be checked and verified.

Height: 13'6"

Maximum Truck Length: 40'

Service Elevators:

# of Service Elevators	3
Elevator Capacity	6,000 pounds
Elevator Interior Dimensions	
Height	191 inches
Width	66 inches
Depth	113 inches
Elevator Door Dimensions	
Height	108 inches
Width	50 inches

TENANT EVENTS

If there are any plans for a party, reception, open house, etc., please contact the Building Office at 646-989-7940 so we can make security, cleaning staff and HVAC departments aware of your gathering; this will help ensure that you and your guests have an enjoyable time!

Deliveries Including Catering:

All vendors entering the building must have a current certificate of insurance on file in the Building Office. To receive the current insurance requirements or to see if a vendor's insurance is currently on file, please contact Camille D'Amato or Samantha Way at 646-989-7940.

Sterno Use:

Sternos of any type are not to be used anywhere in the building without the consent and approval of the Fire Safety Director (FSD) or, in his absence, the Deputy Fire Safety Director. Sternos being used without the consent of the FSD will result in the sternos being confiscated.

The use of sternos will be permitted to be used in the building under the following conditions ONLY:

- Sternos may be used in conference rooms only.
- The Fire Safety Director is given at LEAST 2 days' notice before they are to be used.
- The person responsible for the use of the sternos must check in with the FSD at the Fire Command Station in the lobby before and after their use.
- The Floor Warden of the floor where the sternos are to be used must be notified and given exact time(s) and location(s) of usage. In the absence of the Warden notice is to be given to a Deputy or other member of the Fire Team of that floor. (see the FSD for a list of Floor Wardens)
- A fire guard and a fire extinguisher must be present in the room during the sterno usage.

A Tenant Service Request can be made to request the Fire Guard and fire extinguisher. Please contact the Building Office for the current hourly rate.

The Fire Safety Director reserves the right to change or alter this policy at any time.

Preauthorizing Guests:

Security requests a twenty-four-hour notice of Tenant Events. Tenant is to input guest names into ProxyClick. The list of all visitor names is to be emailed to the Visitor Center. The day of the event, Security will preprint the visitor passes from the list sent to them by the Tenant. The visitor passes will be given out by Tenant personnel at a reception table located in the lobby. The request for the reception table and the preprinted visitors' passes is to be made via the Tenant Service Request module. If Tenant supplies the host to greet guests at the reception table, there is no charge for this service. If tenant requests building personnel to greet their guests, there is a charge. Please contact the Building Office for the current hourly rate.

Overtime HVAC:

If the event is scheduled for before 8:00AM or after 6:00PM, please make a request for comfort air via the Genea platform (<https://Platform.GeneaEnergy.com>). Please contact the Building Office for current hourly rates.

Cleaning Services:

Please notify Housekeeping in advance via a Tenant Service Request so that arrangements can be made for additional cleaning. Please contact the Building Office for the current hourly rates.

Reservation of Dedicated Passenger Elevator Car:

A dedicated passenger elevator car may be reserved to shuttle your guests from the lobby to the event floor. Reservations may be made via a Tenant Service Request module. Please contact the Building Office for the current hourly rates.