

Brookfield

TWO MANHATTAN WEST

RULES AND REGULATIONS

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DIRECTORY

Property Management Office Location:

Brookfield Properties Operated by CBRE
Two Manhattan West
375 9th Avenue
New York, NY 10001

Security/24 Hour Emergency Contact:

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BUILDING RULES AND REGULATIONS

Please note that the term 'tenant' or "Permitted User" as used in these Rules and Regulations includes a tenant's officers, agents, servants, employees, licensees and invitees.

1. Use of Building Common Areas

- a. Entrances, corridors, elevators and escalators servicing the Building are limited to ingress to and egress from tenant premises and not for any other purpose.
- b. Plazas, parks and other common areas are for the use and enjoyment of the public and tenants and no behavior or conditions that interfere with such use and enjoyment of others shall be allowed. The front of the Building shall be kept clear of any obstruction as well as any other entrance or exit.
- c. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the tenants or Permitted Users.
- d. The Building Common Areas shall not be used by any tenant or Permitted User for solicitations, distributions of handbills or other advertising matter.
- e. No doormat of any kind whatsoever shall be placed or left in any public area or outside any entry door of the tenant's or Permitted User's premises.

2. Building Entry

- a. Landlord may refuse admission to the Building to any person without proper identification, building pass or tenant authorization. The tenant shall be responsible for all persons for whom it issues any such pass or authorization and shall be liable to the 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 the 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.
- b. All tenant's vendors and/or contractors delivering to and performing work within the leased premises are required 1) to be scheduled and pre-authorized with Building management, and (2) to submit and keep current an approved certificate of insurance. Any vehicles of such vendors and contractors will not be permitted to the loading dock without a valid driver's license, vehicle registration and vehicle insurance.
- c. The cost of 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, their guest or vendor/contractor shall be paid by such tenant.

3. Signs and Advertising

No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by any tenant in or on any part of the outside or inside of the Building or parking facilities without prior written consent of Landlord.

4. Windows and Glass Panel Doors

- a. No windows, glass panel doors nor peripheral air conditioning enclosures shall be obstructed with any supplies or materials.
- b. Tenants shall reasonably cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises.

5. Animals and Bicycles

- a. No bicycles, vehicles, animals (other than seeing eye dogs or other certified service animals), fish or birds of any kind shall be brought into or kept in or about the premises of any tenant or the Building.
- b. Landlord shall provide bicycle racks in or about the Building as an amenity for the tenants of the Building. The use of such bicycle racks by any occupant shall be at their sole risk.

6. Noise/ Quiet Enjoyment

- a. 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, might 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.
- b. 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.
- c. 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 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, 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 thirty (30) milligauss. A tenant at its 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 such tenant is causing Excessive EMI in any portion of the Building other than such tenant's premises, shall take steps to bring such Excessive EMI below thirty (30) milligauss in a manner that is appropriate, as reasonably determined by Landlord. No tenant shall install any equipment or operate any equipment in a manner which would result in the electrical voltage and current distortion

at the service switchboards of any floor of the Building failing to be within the limits stated in IEEE 519.

7. Hazardous Materials

- a. Tenants shall not bring into the premises or the Building any flammable, combustible, explosive or otherwise dangerous fluid, chemical, or substance without written permission of Landlord.
- b. No acids, vapors or other materials shall 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. 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.

8. Locks

- a. No additional locks shall be placed on any door in the Building, which are incompatible with the master keying system. Landlord may at all times keep a passkey to all leased or occupied premises. All keys shall be returned to Landlord promptly upon termination of each lease.
- b. 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 when unattended at any time.

9. Material Movement and Removal

- a. The movement of furniture, equipment, machines, merchandise or material within, into or out of the leased premises and the Building shall be restricted to time, method and routing as determined by Landlord upon request from a tenant and such tenant shall assume all liability and risk to property, the premises leased or occupied by it and the Building in such move. All costs shall be borne by such tenant.
- b. 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 these rules and regulations and which are prohibited under any particular tenant's lease (provided that this inspection right shall be limited to the extent reasonably necessary to determine compliance with the regulations and, in any event, shall not extend to the contents of any documents, files, papers or other hard or electronic media or any other materials that a tenant identifies as confidential).
- c. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass indicating what tenant whose premises the package is being removed from and a description of the package.

- d. Any hand trucks or carts used in any space, public halls or elevators of the Building, either by a tenant or by its vendors or contractors, in the delivery or receipt of merchandise, shall be equipped with rubber tires and safeguards.

10. Tenant Service Requests

- a. The requirements of a tenant will be attended to only upon application at the Building office or by processing of a tenant service request through the owner designated tenant service request system. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless instructed to by Landlord.

11. Soliciting and Peddling

- a. Canvassing, soliciting, peddling and distribution of handbills and other advertising material in the Building is prohibited. Tenants shall cooperate to prevent the same and shall promptly report such activities to the Building's management office.

12. Rubbish Removal

- a. All rubbish will be removed from your leased premises on a daily basis by the janitorial contractor. Tenants shall not place, empty, or throw any rubbish, litter, trash or material of any nature into public areas, or permit such areas to be used at any time except for ingress or egress of tenants, their licensees and invitees.
- b. Tenants are required to separate trash within their leased premises in accordance with new recycling laws. The management team can assist you in any recycling planning.

13. Antennas & Wires

- a. Tenants shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Building, without Landlord's prior approval in writing. Tenants may operate personal radios and/or televisions inside the premises leased or occupied by it, provided noise from such equipment is not audible outside the premises.

14. Premises Infestation

- a. If the premises become infested with vermin due to a tenant's deliveries or acts or omissions of a tenant, such tenant at its sole cost and expense, shall cause such premises to be exterminated from time to time, to the satisfaction of Landlord and shall employ such exterminators as shall be approved by Landlord.

15. Roof Access

- a. Admittance to the roof of the Building is done only upon the written consent of Landlord.

16. Sales or Auctions

- a. No space in the Building shall be used for manufacturing, public sales or auctions.

17. Signal Communication

- a. If a tenant desires signal communication, alarm or other utility or service connections installed or changed, such work shall be done at the expense of such tenant, with the prior written approval and under the direction of Landlord.

18. No Smoking

- a. Smoking is prohibited in all portions of the Building. Smoking is also prohibited within 25 feet of any Building entrance.

19. Weapons

- a. Landlord has the right, but not the obligation, to restrict tenants from bringing into the Building, or keeping on the premises, any weapon including but not limited to firearms, knives, shotguns and similar items.

20. Rules and Regulations

- a. 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. Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building.

Alterations Rules and Regulations

1.) General

- a. 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.
- b. 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).
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Subject to the limitations and conditions of the Lease (including, without limitation, this Exhibit O and the Work Letter), Tenant shall be permitted to perform any Alterations (including Tenant's Work) at such times as Tenant desires.
- i. All capitalized terms used in this Exhibit and not otherwise defined shall have the meaning ascribed thereto in the Lease or the Work Letter, as applicable.

2) Tenant Submittals

- a. 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.
- b. 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, Buildings 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.

c. 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 Buildings 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.
- e) Valid certificates of insurance and a Contractors Agreement signed by Tenant's general contractor (see Insurance Requirements in Section D hereof).

d. 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 a professional licensed engineer.

3) Building Standard Requirements

- a. 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 (at Tenant's expense), which approval shall be granted or denied or deemed given subject to and in accordance with the provisions of Article 13 of the Lease.
- b. All Demolition shall be supervised by Landlord's representative at Tenant's expense.

- c. Elevator service for construction work shall be charged to Tenant at the rates set forth in the Lease or the Work Letter, as applicable. Prior arrangements for elevator use shall be made with Building manager by Tenant in accordance with the terms of the Lease or the Work Letter, as applicable. No material or equipment shall be carried under or on top of elevators. Subject to (and except as provided under) 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.
- d. If shutdown of any mechanical or electrical risers are required in connection with Tenant's Alterations, 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, (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 and (d) such expenses shall be equitably prorated if Landlord, Tenant or any other tenant or occupant required such a shutdown at the same time therefor as is required by Tenant.
- e. Tenant shall or Tenant shall cause Tenant's general contractor/construction manager to, during the performance of Tenant's Alterations:
 - a) have a superintendent or foreman at 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) intentionally omitted;
 - 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.
- f. If any part of Tenant's Alterations are improperly performed, Tenant shall be charged for the reasonable out-of-pocket costs of corrective work done by Landlord's personnel or contractors engaged for such purpose by Landlord if Tenant fails to remedy the same within 15 days (or such shorter period of time as

may be necessary in the event of emergency) following notice thereof from Landlord to Tenant.

- g. All equipment and installations must be substantially equal to or better than the standards of the Building in place at the time of such installations, if any; it being agreed that such standards shall not be in excess of the standards of First Class Office Buildings. Any deviation from Building standards will be permitted only if approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed.
- h. Tenant shall pay Landlord for any amounts required to be paid by Tenant under this Exhibit O and/or the Lease in connection with any Alteration within 30 days after billing therefor (or such other period specified herein or in the Lease), together with reasonably supporting documentation.
- i. Landlord's contract fire alarm service personnel shall be the only personnel permitted to perform final tie-ins of Tenant's fire and life safety system into the Building fire and life-safety system.
- j. 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.
- k. 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.
- l. 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.
- m. Tenant, at Tenant's expense, will be responsible for the maintenance and proper operation of any of Building fire alarm sub-system of Tenant's.

- n. When Tenant's use of any space requires a change in the certificate of occupancy, whether the Building has a final certificate of occupancy or temporary certificate of occupancy, or (as in the case of a new Building with a temporary certificate of occupancy) involves the initial inclusion of the Premises on the certificate of occupancy, Tenant must utilize the services of Landlord's consultant. Tenant shall be responsible for coordination with the consultant, and for all costs in connection with such consultant's services.
- o. Tenant will be responsible for keeping, at the Premises, a copy of all required Buildings Department approved applications, drawings, permits, and sign-offs during and, after completion of construction and, upon request of Landlord, shall deliver same to Landlord at the expiration of the Lease.
- p. The following penalties will be assessed to all tenants that do not comply with submission of Buildings Department documents and sign-off procedures as outlined in Section B hereof:
 - a) Future Buildings Department documents that require Landlord's signature will not be signed nor will work be allowed to commence until complete submission of all required past Buildings Department documents have been received.
 - b) Leasehold improvement allowance will not be released to the tenant until all Buildings Department documents and sign-offs have been received.
- q. 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.
- r. Intentionally omitted.
- s. Intentionally omitted.
- t. Except as otherwise permitted under the Lease or the Work Letter, chasing of structural slab or Building masonry walls will not be permitted unless consent is given (or deemed given) by Landlord in accordance with the standards for a Material Alteration under Article 13 of the Lease.
- u. The attachment of drywall metal studs or track to mechanical, electrical, plumbing, sprinkler, or any Building System will not be permitted.
- v. All valves or equipment controlling the Building Systems or Tenant systems must be tagged and identified.
- w. Access doors must be provided to all Building equipment and Tenant equipment.

- x. 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.
- y. 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); it being agreed that the requirements of this sentence shall not be applicable to full floors.
- z. 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.
- aa. All unused wiring, conduit, equipment, materials, or previously installed work, no longer needed, must be removed.
- bb. Any connections to the Building Systems must comply with applicable Laws and codes and be of similar materials as existing installations.
- cc. Intentionally omitted.
- dd. 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.
- ee. 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 6.01(a) of the Lease. All elevator devices must remain accessible for maintenance and must conform to Building standards, if any (but not in excess of standards customary in First Class Office Buildings).
- ff. 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.
- gg. To the extent there is a conflict between the provisions of this Exhibit O, the Lease or the Work Letter, the provisions of this Exhibit O shall control, followed by the Work Letter and then the Lease.

4) Contractors Agreement; Insurance Requirements

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

Tenant: [_____]

Premises: [_____]

Building: [_____]

Lease: [_____]

The undersigned contractor or subcontractor (hereinafter called "Contractor") has been hired by or on behalf of Tenant (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:

- a. 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 applicable 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 (but excluding 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 applicable law).
- b. 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, for not less than the following limits, which limits of insurance can be fulfilled by evidence of both primary and umbrella policies

Combined Single Limit Bodily Injury and Property Damage Liability:

With respect to Tenant's construction manager for Tenant's Work: \$25,000,000 (written on a per occurrence basis)

With respect to all of Tenant's Contractors (other than Tenant's construction manager for Tenant's Work):
\$5,000,000 (provided that such required limit shall be
\$2,000,000 if the cost under the agreement with such Contractor is less than \$1,000,000) (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, which limits of insurance can be fulfilled by evidence of both primary and umbrella policies:

With respect to Tenant's construction manager for Tenant's Work:

Bodily Injury: \$2,000,000 per person
\$2,000,000 per occurrence

Property Damage: \$2,000,000 per occurrence

With respect to all of Tenant's Contractor's (other than Tenant's construction manager for Tenant's Work):

Bodily Injury: \$1,000,000 per person
\$1,000,000 per occurrence

Property Damage: \$1,000,000 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 this Exhibit O and providing that the insurer will give Landlord 10 days prior written notice of the cancellation of any of the foregoing policies.

The commercial general liability insurance referred to in this Exhibit O shall list as additional insureds the Landlord Insured Parties, and, at Landlord's request, any Superior Mortgagee and any other holder of a Superior Interest, as their respective interests may appear. In addition, the commercial general liability insurance referred to in this Exhibit O shall list, as an additional insured, the Property Manager. The insurance required to be carried pursuant to this Exhibit O shall include a waiver of subrogation in favor of Landlord and all additional insureds, and be primary insurance for all claims under it and shall

provide that any insurance carried by Landlord, the Condominium, the Board of Managers, the Property Manager and the holder of any Superior Interest is strictly excess, secondary and non-contributing with the insurance required to be carried under this Exhibit O.

- c. Contractor shall require all of its subcontractors engaged in the Work to provide the following insurance:

- a) CGL Insurance 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) at least equal to the above

stated limits.

Upon the request of Landlord, Contractor shall require all of its subcontractors engaged in the Work to execute an Insurance Requirements Agreement in substantially the same form as this agreement.

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:

Brookfield Properties (USA II) LLC, Brookfield Properties Developer LLC, The Manhattan West Owners Association LLC, BOP SE Retail LLC, BOP MW Retail Subsidiary LLC, BOP SE LLC, 2 Manhattan West Condominium, 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; New York City Industrial Development Agency; Wells Fargo National Association; Manufacturers and Traders Trust Company; any present or future mortgagee which encumbers an interest in the land or improvement, commonly known as 375 9th Avenue a/k/a “2 Manhattan West,” New York, NY; and such other and further entities and/or individuals as may be identified by the Owner in writing

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 SE LLC
c/o Brookfield Properties
375 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.

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 Genea, 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.

Two 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 unless otherwise explicitly authorized by the Building Management Office. Please coordinate all deliveries in advance with the Property Management Office, via the Genea 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: 12'6"

Maximum Truck Length: 40'

Service Elevators:

Car Details		Door Dimensions		Inside Cab Dimensions		
Elevator Car	Max Capacity	Width	Height	Width	Height	Length
S1	5,500	54"	108"	63"	144"	108"
S2	5,500	60"	108"	63"	198"	108"
S3	5,500	54"	108"	63"	120"	108"

Events & Exclusive Use of Terrace

These Rules and Regulations may be amended, supplemented, or revised from time to time in the good faith and discretion of Landlord.

AVAILABILITY

The Terrace shall be available to tenants of the building as (and if) provided for in their respective leases. Reservation and use of the Terrace by such a tenant for a private function held by such tenant (an “Event”) shall be on a first come, first-serve basis, with the further understanding that certain dates may be blocked-out as unavailable. To reserve the Terrace, tenants must contact the Property Management Office to confirm date availability and submit a written request via GENEa no later than 30 days prior to the requested date, specifying the date, hours, nature of event, number of individuals anticipated, and such other information as the Manager shall reasonably request. Event hours including set up are from 4:30pm-9pm Monday through Friday.

LIMITATIONS

- Use of the Terrace is limited to a total of 238 persons.
- The related Event must be held directly by the tenant; tenant may not license or assign to any other person the right to use the Rooftop Deck.
- No Event held on the Terrace may be used in order to generate income or profit for tenant; use is strictly limited to events incidental to tenant’s business (e.g., a party for employees) or may be of a personal nature (e.g., retirements, business anniversary parties, etc.).

RULES

- Tenant is responsible for obtaining all necessary and appropriate permits and licenses relating to the Event and for providing copies of the same to Operator.
- Tenant is responsible for complying with all requirements of law relating to such Event.
- There shall be no smoking permitted at any Event.
- Any decorations for the Event must be approved by Manager.
- The terrace shall not be used for any offensive purpose.
- Tenant must ensure that tenant and guests stay within designated area; tenant is responsible for keeping guests orderly.
- No children under eighteen (18) years of age shall be permitted unless directly supervised by an adult.
- Manager shall approve in advance any proposed signage for the event.
- No open flames shall be permitted (other than properly supervised chafing dishes).
- No signage, decorations, frames, etc. shall penetrate the floors, walls, planters or any other permanent fixtures of the Rooftop or the building.
- All building entrances and emergency exits must always remain unobstructed.
- All table legs and other equipment must have rubber protectors or a protective surface.
- No fireworks or similar entertainment of any sort will be permitted.
 - All vendors must present a Certificate of Insurance at least seven (7) days prior to event.
 - Tenant and event coordinator must meet with Management at least ten (10) working days prior to the Event to coordinate proper building use. o
 - Building clients may use the Building Lobby only for ingress and egress during an Event.
 - Representative of chosen caterer will be on the premises during all special events at the expense of the user.
 - Tenant shall reimburse to Landlord the cost of any damage/clean-up caused by the Event.
 - No tenant, employee or invitee shall consume or display any alcoholic beverages in the common areas of the building, including the terrace located on the third (3rd) floor of the Building, unless such alcoholic beverages are provided (i) by Landlord or its vendor(s) in connection with an event organized or sponsored by Landlord or (ii) at an event otherwise approved in writing by Landlord.
 - Tenants who disregard the building smoking policy are subject to additional restrictions.
 - All Rooftop Terrace events must be “sponsored” by a Tenant firm of Two Manhattan West and must be germane to the business of the Tenant firm.
 - The Rooftop Terrace is not available for personal use (such as receptions, private parties, and other similar type events). Landlord retains the sole right to use its reasonable judgement to determine whether an event qualifies to be held on the Rooftop Terrace.

- The Tenant shall be responsible for all its actions as well as those of its suppliers, vendors and visitors.
- No loud, abusive or otherwise offensive language or actions will be allowed. Tenant shall promptly remove from the Site any employee, vendor or visitor exhibiting behavior deemed inappropriate or abusive by Landlord or Landlord's agent.

CLEAN-UP

- Tenants are responsible for the coordination and expenses of all event clean-up unless special arrangements have been made and approved in advance with the Property Management Office.
- If Tenant fails to clean the Rooftop Terrace, then Landlord, through use of Landlord's building janitorial contractor, reserves the right to clean the Rooftop Terrace and to invoice Tenant for said clean-up.

ALCOHOL

- A liquor license is required to serve alcohol at events. If alcohol is served by tenant and/or caterer, the tenant and caterer should include host liquor liability on their certificate of insurance.
- In order to protect the stone pavers and Terrace furniture, no red wine may be served. White wine and beer is permissible.
- Tenants who disregard the alcohol policy are subject to additional restrictions for the future use of the Rooftop Terrace.

ANIMALS

- No animals are permitted in the building except those assisting the disabled.

RESTROOMS

- Restrooms are available in the 3rd floor pre-function area.

OCCUPANCY

- Landlord reserves the right to limit the size and scope of any Rooftop Terrace event should Landlord reasonably determine that the size or scope of the event exceeds the capacity, intent, or safety of the facilities.

INSURANCE

- Insurance coverage as per lease language re: Terrace.

SCHEDULING

- All scheduling of the Rooftop Terrace occurs on a first come first-serve basis and must be made in writing, or by email, in advance with the Property Management Office. Tenants may contact the Property Management Office to determine the availability of the Rooftop Terrace, but an event is not officially scheduled until the Property Management Office has confirmed the reservation and a request has been submitted in Geneva. The written request to Property Management and the Geneva work order should include the following information: date of event, hours of event, number of guests, and purpose of event, name of caterer, if intending to serve alcohol, and any special request necessary.
- Tenants must contact the Property Management Office to confirm date availability and submit a written request via Geneva no later than 30 days prior to the requested date.

BIKE ROOM & SHOWERS

In accordance with the bicycle access law, an exception was filed with the Department of Transportation to provide an indoor, no-cost facility for parking bicycles located within Two Manhattan West (the "Facility"). This means that riders will not be able to bring their bicycles up to the tenanted floors of Two Manhattan West. Should there be any questions related to this exception to the bicycle access law or the Bicycle Access Rules & Regulations set forth below, please contact the Building Management Office.

- Riders must be employees of tenants at Two Manhattan West
- Riders must allow their bicycles to be tagged and registered with the Building Office at Two Manhattan West
- Riders and their belongings are subject to search by Security before entering the bicycle parking room
- Riders will gain access to the bicycle parking room located in the Sally Port thru the entrance on 31st Street by swiping their building access card at the card reader
- Riders will dismount from their bicycles and walk their bicycles into the bicycle parking room
- Riders will chain their bicycles to the allotted bicycle racks only
- Riders will provide their own bicycle chain, which will be removed with the bicycle each night
- Bicycles must be in good working order
- Bicycle spaces are first come, first serve and riders may use one of the allotted spaces on the bicycle racks, making sure to not obstruct any of the other allotted spaces
- Riders must remove their bicycles by 1:00 a.m. each night
- Bicycles that are chained to something other than the allotted bicycle racks and/or take up more than one of the allotted bicycle spaces or have been left past 1:00 a.m. on a given night, may have their bicycle locks clipped and the bicycles may be discarded or stored at the bicycle owner's expense
- Use of the electrical outlets to charge batteries, phones, electric scooters, bicycles, etc. is not permitted
- Riders who do not comply with these Bicycle Access Rules & Regulations may have their bicycle parking privileges suspended and/or terminated
- No entity with a direct or indirect interest in, or management responsibility for, any area or building in Manhattan West (including, without limitation, lessees and lenders and affiliates, officers, employees and partners of such entities) (collectively, the "Manhattan West Parties") shall have any responsibility for any lost, stolen or damaged property at the Facility

TERRACE RULES & REGULATIONS

The 3rd Floor Terrace at Two Manhattan West is a special amenity for Tenants of the Building. All Tenants should enjoy the Terrace responsibly and carefully. Please observe the following guidelines:

- The Terrace is open to use by Tenants and their authorized guests from Dawn until Dusk with extended hours for Events.
- The Terrace is for the nonexclusive use of Tenants and must be shared, unless reserved for special tenant functions.
- Use of the Terrace is limited to the posted occupancy signage.
- Nothing shall be done or permitted on the Terrace which would impair or interfere with the use or enjoyment by any other tenant. To ensure a comfortable atmosphere for everyone, please be courteous and respectful to others. No abusive or provocative language.
- Act responsibly. Tenant is responsible for Tenant's guests who have gained access to the Terrace.
- Appropriate attire inclusive of shirt or top, shorts and or pants, and appropriate shoes. No bare feet allowed.
- Any spills must be cleaned or reported immediately.
- Smoking or vaping is NOT permitted.
- Alcoholic beverages are NOT permitted.
- Leaning over the glass parapet or standing on the parapet base is NOT permitted.
- Barbeques or other cooking devices are NOT permitted.
- For safety purposes, glass containers are NOT permitted.
- 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, shall be made or permitted.
- No items likely to be blown off the Terrace are allowed. Tenants and guests should be aware of potential wind hazards.
- Do not throw or permit to be thrown from the Terrace any refuse or other objects.

- Do not place, exhibit or affix any signs, advertisements, notices or banners on any part of the Terrace or building.
- Any property, furniture or equipment (e.g. chairs, tables, benches) on the Terrace shall not be removed.
- Doors shall not be propped open and egress must be maintained at all times.
- Stairwells are to be used for emergency egress only.
- Tenants are fully responsible for personal items that are lost, stolen, or damaged at the Terrace.
- Landlord may close the Terrace at any time and from time to time as determined by Landlord, for purposes of repair, cleaning, emergency, or for any other reason determined by Landlord.
- Users must immediately notify building management in the event they discover any unsafe or hazardous defect or condition relating to the Terrace, or any serious breakage, fire or disorder at the Terrace.
- Please note that any User who disregards and/or breaks the Rules & Regulations of the Terrace will have all building amenity privileges revoked.