

**140 BROADWAY  
RULES AND REGULATIONS**

**May 16, 2012**

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**1.** The rights of tenants in the entrances, corridors and elevators of the Building are limited to ingress to and egress from the tenants' premises for the tenants and their employees, licensees and invitees, and no tenant shall use, or permit the use of, the entrances, corridors, 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 entrances, corridors, elevators and other facilities of the Building by 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. No tenant shall encumber or obstruct, or permit the encumbrance or obstruction of any of the sidewalks, entrances, corridors, elevators, fire exits or stairways of the Building. The 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 deems best for the benefit of the tenants generally.

**2.** The Landlord may refuse admission to the Building outside of ordinary business hours 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 may require all persons admitted to or leaving the Building outside of ordinary business hours to register. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, reputation and interests of the Building or of its tenants may be denied access to the Building or may be ejected there from. In case of invasion, riot, public excitement, emergency or other commotion, Landlord may prevent all access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of the tenants and protection of property in the Building. The Landlord may require any person leaving the Building with any package or other object to exhibit a pass from the tenant from whose premises the package or object is being removed, but the establishment and enforcement 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 the tenant. The 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 tenant's premises or the Building under the provisions of this rule. Canvassing, soliciting or peddling in the Building is prohibited and every tenant shall co-operate to prevent the same.

**3.** No tenant shall obtain or accept for use in its premises ice, drinking water, food, beverage, towel, barbering, boot blacking, floor polishing, lighting maintenance, cleaning or other similar services from any persons not authorized by Landlord to furnish such services, provided that the charges for such services by persons authorized by Landlord are not excessive. Such services shall be furnished only at such hours, in such places within the tenant's premises and under such reasonable regulations as may be fixed by Landlord.

4. No lettering, sign, advertisement, notice or object shall be displayed in or on the 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, except that the name of the tenant may be displayed on the entrance door of the tenant's premises, and in the elevator lobbies of the floors which are occupied entirely by any tenant, subject to the approval of Landlord as to the size, color, material, specification and style of such display. The permitted inscription of the name of the tenant on the door of the tenant's premises shall be done by Landlord at the expense of the tenant. Furniture, equipment and work areas that are visible from the building common areas will be arranged in such a manner to present a first class appearance.

5. No awnings or other projections over or around the windows shall be installed by any tenant, and only such window blinds as are supplied or permitted by Landlord shall be used in a tenant's premises. Linoleum, tile or other floor covering shall be laid in a tenant's premises only in a manner approved by Landlord.

6. The 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 shall be brought into or kept upon a tenant's premises. If, in the 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 Tenant and in such manner as Landlord shall determine. The moving of safes and other heavy objects shall take place only outside of ordinary business hours upon previous notice to Landlord, and the persons employed to move the same in and out of the Building shall be reasonably acceptable to Landlord and, if so required by law, shall hold a Master Rigger's license. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only in the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Landlord. Arrangements will be made by Landlord with any tenant for moving large quantities of furniture and equipment into or out of the building.

7. No machines or mechanical equipment of any kind, other than typewriters and other ordinary portable business machines, may be installed or operated in any tenant's premises without Landlord's consent, and in no case (even where the same are of a type so accepted or as so consented to by Landlord) shall any machines or mechanical equipment be so placed or operated as to disturb other tenants but machines and mechanical equipment which may be permitted to be installed and used in a tenant's premises shall be so equipped, installed and maintained by such tenant as to prevent any disturbing noise, vibration or electrical or other interference from being transmitted from such premises to any other area of the Building.

8. No noise, including the playing of any musical instruments, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant, and no cooking shall be done in the tenant's premises, except as expressly approved by Landlord. 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 services or the proper and economic heating, 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 judgment of Landlord, might cause any such impairment or interference. No dangerous, inflammable, combustible or explosive object or material shall be brought into the Building by any tenant or with the permission of any tenant.

**9.** No acids, vapors, paper towels 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.

**10.** No additional locks or bolts of any kind shall be placed upon any of the doors or windows in any tenant's premises and no lock on any door therein shall be changed or altered in any respect. Additional keys for a tenant's premises and toilet rooms shall be procured only from Landlord, which may make a reasonable charge therefore. Upon the termination of a tenant's lease, all keys of the tenant's premises and toilet rooms shall be delivered to Landlord.

**11.** All entrance doors to each tenant's premises shall be left locked and when the tenant's premises are not in use. Entrance doors shall not be left open at any time.

**12.** Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.

**13.** All window blinds, if any, above the ground floor shall be lowered when and 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.

**14.** In connection with landlord's energy conservation programs and other "green" initiatives for the Building, Tenant shall comply with the following:

(a) Maintenance. In addition to Tenant's other repair and maintenance obligations in the lease, Tenant shall conduct routine maintenance on lighting fixtures, supplementary air conditioning and appliances in order to maintain maximum energy efficiency. To that end, Tenant shall ensure that energy- efficient settings are enabled on all computers and other equipment to the maximum extent feasible and shall turn off equipment at the power point during periods when it is expected that same will not be in use, such as during holidays, weekends and vacations. Tenant shall cooperate with Landlord in conducting energy savings audits and shall participate in Landlord- sponsored training programs regarding energy savings.

(b) Lighting and Energy Efficiency. All alterations made by Tenant shall meet all applicable energy savings and/or energy efficient building code requirements. If there is a conflict between the building code requirements and those set forth in this Lease, the requirements calling for higher energy savings and efficiency shall apply.

Tenant may only install in the premises Energy Star rated permitted appliances, including refrigerators, vending machines and water coolers, and Energy Star rated office equipment, including computers, monitors, printers, faxes and scanners, subject to compliance with the terms of the lease.

Tenant shall ensure that any lighting installed by Tenant in the Premises complies with ASHRAE Standard 90.1-2007 by either the space by space or building area method, including the following:

Tenant shall use compact fluorescents or light emitting diodes (LEDs) in place of incandescent and halogen bulbs for accent lighting and down lighting. Alternative lighting with energy efficiencies equal to or greater than compact fluorescents may also be used. Compact fluorescents lamps shall be National Electrical Manufacturers Association (NEMA) compliant for maximum mercury content.

High efficiency electronic ballasts shall be considered for fluorescent tubes. Fluorescent tube fixtures and down lighting fixtures shall also have interior reflective surfaces where possible.

In connection with lighting installed by or on behalf of Tenant, Tenant shall provide capacity to adjust light levels in all areas where natural light is available. In addition to occupancy or motions sensors, the zone extending from all glazed perimeter walls shall be additionally controlled by light level sensors coordinated with the occupancy or motion sensors and connection to dimmers adjusted to maintain appropriate office lighting levels at desk surface levels.

To the extent reasonably possible the Tenant shall provide task lighting for workstations to lower demand of fixed-intensity general lighting systems and provide increased control for the individual occupant.

To the extent feasible, Tenant shall locate refrigeration and other heat-generating equipment where such equipment can be adequately ventilated, and also shall locate refrigerators in an area of the Premises that is not within direct sunlight or near another heat source.

Tenant shall ensure that any supplemental units or newly installed HVAC equipment in the space will not require the use of CFC based refrigerants.

(c) Waste Management: 140 Broadway has partnered with our waste removal and recycling vendor to implement the most efficient recycling program available to office buildings. In order to ensure the highest recycling efficiency, tenants are requested to participate by following these guidelines:

1. Each desk/office should have one desk side blue receptacle without a plastic liner. This should be used to discard paper items, i.e., white and colored paper, newspapers, magazines, catalogs, letterhead, junk mail, post-its, file folders, envelopes, paper bags and all dry paper items.
2. Tenants should designate one or more central locations with a receptacle to collect recyclable bottles and cans.
3. Tenants should designate one or more central locations to place a black bin for wet trash. Please deposit all non-recyclable trash such as, food waste, liquids, plastic,

Styrofoam items, wrappers, disposable utensils and soiled paper in this bin. Items placed in this bin will be considered garbage and will not be sorted for recyclable material.

**15.** No birds, fish or other animals will be brought into or kept within, on, or about tenants leased premises or the building.

**16.** The Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants, 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. The 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.