

## I. GENERAL RULES AND REGULATIONS

1. The rights of Tenant in the entrances, public corridors, elevators and escalators of the Building are limited to ingress to and egress from the Premises for Tenant and its employees, licensees and invitees (and the carrying or delivery of materials where and when permitted), and Tenant shall not use, or permit the use of, the entrances, public corridors or elevators for any other purpose. Tenant shall not invite to the 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, public corridors, elevators and other common 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 purposes by Tenant, its employees, licensees or invitees. Tenant shall not encumber or obstruct, permit the encumbrance or obstruction of, or store or place any materials on, any of the sidewalks, entrances, public corridors, service elevator corridors or fire exits or stairways of the Building. Subject to the applicable terms of the Lease, Landlord reserves the right to control and operate the public portions of the Building (as opposed to portions of the Premises that consist of public assembly areas, in which case access thereto shall be subject to the terms of the Lease), as well as facilities furnished for the common use of tenants, in such manner as it deems best for the benefit of tenants generally.

2. Landlord may refuse admission to the Building Office Space and/or the Building Common Areas to any person not known or not having a pass issued by Landlord (or by Tenant under security arrangements approved by Landlord) or not properly identified, and may require in accordance with the terms of the Lease that all persons admitted to or leaving the Building Office Space and/or the Building Common Areas register with Landlord (or with Tenant under security arrangements approved by Landlord in accordance with the terms of the Lease). Tenant's employees, agents and visitors shall be permitted to enter and leave the Building Office Space and/or the Building Common Areas in accordance with the Building's security procedures. An access control and security monitoring plan is attached to the Lease. In case of invasion, riot, public excitement or other similar commotion, Landlord may prevent or limit access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of tenants and protection of property in the Building. Landlord may require any person leaving the Building Office Space and/or the Building Common Areas 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 Tenant against the removal of property from the Premises.

3. Except as specifically permitted by the Lease, Tenant shall not obtain or accept for use in the Premises, lighting maintenance, cleaning or other similar services from any persons not authorized by Landlord in writing to furnish such services.

4. There shall not be used for the delivery or receipt of merchandise in any public halls of the Building, either by Tenant or by others, any hand trucks other than light duty luggage carriers.

5. Tenant agrees that all blinds or shades in the Premises shall be lowered when reasonably required because of the position of the sun during the operation of the HVAC

System to facilitate the cooling of the Premises. Tenant's failure to comply with this Rule shall not be deemed to be a default under the Lease.

6. No noise, including the playing of any musical instruments, radio or television, which disturbs other tenants in the Building shall be made or permitted by Tenant, and (except as otherwise expressly provided in the Lease) no cooking (including any use of an open flame or a sterno) shall be done in the Premises. No dangerous, inflammable, combustible or explosive object or material shall be brought into the Building by Tenant or with the permission of Tenant.

7. Tenant shall not permit any food odors emanating within the Premises to seep into other occupied portions of the Building.

8. 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 are not designed to accept the same and which may damage them. The water and wash closets and other plumbing fixtures in or serving the Premises shall not be used for purposes other than the purpose for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein.

9. Except as expressly permitted by the Lease, no signs, notices or other lettering shall be exhibited, inscribed, painted or affixed by Tenant in the Building Common Areas or on any part of the outside of the Premises, or of the Building, without the prior written consent of Landlord. Any signs, notices or other lettering appearing on any floor which is occupied by multiple tenants shall be consistent with Building Standards. In the event of the violation of the foregoing by Tenant, Landlord may remove the same without any liability at a charge equal to Landlord's Charge, provided that before Landlord may remove the same, Landlord shall notify Tenant of such violation and Tenant shall have five (5) days from receipt of such Notice to remove such signs, notices or other lettering.

10. All entrance doors in the Premises shall be kept locked when the Premises is not in use. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in the Premises, and no lock on any door therein shall be changed or altered in any respect unless, in each case, such lock is capable of being tied-in, or "keyed", to the Building's master key system and Tenant, upon the installation of such lock, arranges with Landlord to key such lock into such master key system. Upon the termination of the Lease, all keys of the Premises and toilet rooms shall be delivered to Landlord.

11. Except as otherwise expressly provided in the Lease, the Premises shall not be used, or permitted to be used, at any time, for the conduct of any business or occupation which predominantly involves direct patronage of the general public, or for manufacturing or the mass distribution of merchandise to the general public.

12. Subject to the terms of the Lease, if any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in (or any subtenant's business) or occupancy of the Premises, then Tenant, at its expense, shall procure and thereafter maintain (or cause to be maintained) such license or permit and submit the same to Landlord for

inspection upon Landlord's request. Tenant shall comply with the terms and conditions of each such license and/or permit. Landlord shall cooperate (at Tenant's expense equal to Landlord's Charge therefor) with Tenant's efforts to obtain any such permits, licenses and certificates, including executing and delivering to Tenant within five (5) days after delivery to Landlord any documents or instruments reasonably required by Tenant in connection therewith; provided that all forms, plans, instruments and other documentation requiring Landlord's signature or sign-off shall be completed by Tenant prior to delivery to Landlord and provided, further, that Tenant shall provide Landlord with all reasonably requested information regarding such permits, licenses, certificates, forms, plans, instruments and other such documentation.

13. Except as otherwise expressly provided in the Lease, in connection with, and only incidental to, Tenant's use of the Premises as expressly permitted under the Lease, Tenant, at its expense and upon and subject to all applicable Legal Requirements and all of the terms of the Lease, may use portion(s) of the Premises for up to two (2) pantries on each floor thereof for the use of its officers, employees, and business guests (but not for use as a public restaurant), provided that (i) no cooking or food preparation shall be permitted in such pantry(ies) (except that the heating, reheating and microwaving of food shall be permitted) and no vents or exhausts shall be required in accordance with Legal Requirements; (ii) Tenant shall, at its expense, cause any food and beverage refuse or rubbish to be removed from the Building daily; and (iii) Tenant's designation of suppliers, caterers and vendors shall be subject to the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

14. The requirements of Tenant will be attended to only upon application to the Building's management office in accordance with the terms of the Lease. Employees of Landlord shall not perform any work or do anything outside of regular duties, unless under special instructions from the Building's management office, which instructions shall be reasonably given if consistent with the applicable provisions of the Lease.

15. Tenant shall maintain the Premises clean and in good order, subject to the applicable terms of the Lease. If the Premises becomes infested with vermin (unless such infestation originated from areas in the Building outside of the Premises), Tenant at its expense shall cause the Premises to be exterminated from time to time to the reasonable satisfaction of Landlord and shall employ such exterminators therefor as shall be reasonably approved by Landlord.

16. All movers used by Tenant shall be appropriately licensed and shall maintain adequate insurance coverage (proof of such coverage shall be delivered to Landlord prior to movers providing service in and throughout the Building). If Tenant is physically performing such move on its own behalf, the provisions of the Lease regarding the required insurance will apply.

17. Tenant shall not move any safe, heavy equipment or bulky matter in or out of the Building without Landlord's written consent, which consent shall not be unreasonably withheld or delayed. If the movement of such items is required to be done by persons holding a Master's Rigger's License, then all such work shall be done in full compliance with the Administrative Code of the City of New York, the Port Authority Manual and other municipal requirements. All of such movements shall be made during hours which will minimize

interference with the normal operations of the Building. All damage caused by such movement shall be promptly repaired by Tenant at Tenant's expense. Subject to applicable Legal Requirements, Tenant shall not place a load upon any portion of the Building which exceeds the load which such portion of the Building was designed to carry unless suitable reinforcement has been installed by Tenant upon and subject to the terms of the Lease and the Port Authority Manual (which maximum load shall be determined by Landlord's engineer in its sole and absolute discretion). Tenant shall protect the Premises, including all finishing work from damage or soiling by Tenant's movers and contractors and shall pay for extra cleaning or replacement or repairs by reason of Tenant's failure to do so.

18. No bicycles, vehicles, or animals (except service animals) of any kind shall be brought into or kept in or about the Premises.

19. No person shall carry, keep, store, handle, use, dispense, or transport, into, about or through the Building, any firearm, weapon, explosive device or explosive material, except with respect to handguns solely to the extent permitted in accordance with the following requirements of this Rule:

(a) In order to qualify for consideration to carry a handgun into, about or through the Building, a formal request (the "Request") and detailed handgun program must be delivered by Tenant to Landlord. Landlord has complete discretion to approve or deny all Requests for any reason or no reason at all.

(b) No Requests will be evaluated without Tenant providing the items listed in clauses (i) through (x) below and Tenant representing and warranting that the information provided pursuant thereto is true and correct:

(i) A list of Tenant's desired candidates (each, a "Candidate"; collectively, the "Candidates") for carrying a handgun;

(ii) Certification of insurance covering the activities of the Candidate(s), and all other insurance as required by Landlord and/or the Port Authority including, but not limited to, Commercial General Liability Insurance and Workers' Compensation Insurance;

(iii) Indemnification of Landlord and the Port Authority, the Port Authority's Commissioners and their respective officers, agents, representatives and employees against any and all claims, damages, injuries, losses and costs arising out of the negligent or wrongful acts of Tenant, the Candidate(s) and/or the entities which employ said Candidate(s) (each, a "Candidate Employer"; collectively, the "Candidates Employers");

(iv) An agreement that Tenant, the Candidate(s) and the Candidate(s) Employer(s) shall be responsible for their own defense(s) in connection with any claims or liabilities arising from the Candidate's use of a handgun;

(v) An acknowledgement that the Request is limited to handguns, since no other weapons are permitted in the Building;

(vi) Consent to have a SWAC background check run on all the Candidate(s) and the Candidate(s) Employer(s);

(vii) An agreement that Tenant will limit the Candidate(s) only to individuals with prior law enforcement experience who possess a NYC permit to carry a concealed handgun;

(viii) A detailed plan for initial and routine handgun inspections by the Port Authority's Certified Firearms Inspector and initial and annual refresher training;

(ix) An agreement by the Candidate(s) to participate in joint training exercises with the Port Authority Police Department, as Landlord or the Port Authority may require; and

(x) Such other matters as Landlord or the Port Authority may deem necessary or desirable.

(c) If Landlord approves a Request, such approved Candidate who is stationed in the Premises or who regularly services the Premises shall be issued a Building identification card that indicates that such person is authorized to carry firearms in the Building. Candidates stationed in the Premises shall not wear guard uniforms, except for those personnel guarding officials or dignitaries who shall visit the Premises from time to time.

(d) Each approved Candidate visiting the Premises shall identify himself/herself to Building security personnel as carrying a firearm upon arrival to the Building.

(e) Tenant shall cooperate with the rules and regulations subsequently prescribed by Landlord from time to time with respect to the regulation of handguns and approved Candidates in the Building.

20. Canvassing, soliciting, and peddling in the Building (other than by employees of Tenant conducted within the Premises) are prohibited and Tenant shall cooperate to prevent the same.

21. Freight, furniture, business equipment, merchandise (except hand carried merchandise) and bulky matter of any description shall be delivered to and removed from the Premises only on the Building's freight elevators and through the service entrances and corridors, and (subject to the express provisions of the Lease) only during hours and in a manner reasonably approved by Landlord. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules or the Lease.

22. In order that the Building can and will maintain a uniform appearance to those outside of same, Tenant in perimeter areas shall use only Building Standard window treatments. Tenants may not, under any circumstances, apply mylar or other like films or signage directly to Building glass. All electrical fixtures hung in offices or spaces along the perimeter of

the Premises must be of a quality, type, design and bulb color agreed to by Landlord. Tenant shall not make any alterations or modifications to the exterior walls or windows of the Building.

23. To the extent required by applicable Legal Requirements, all paneling, carpets, upholstery, drapery, furniture, and decorating materials shall be composed of fire and smoke retardant materials recommended by the New York City Fire Department. Certification of the fire retardant characteristics of any such materials shall be submitted to Landlord upon Landlord's written request.

24. Because of requirements of Local Law 5 regarding certain fire safety regulations, it is necessary that Landlord know at all times the approximate number of persons within the Premises after Operating Hours (i.e., as of the Execution Date, before 8:00 A.M. or after 6:00 P.M. on weekdays and on weekends and Holidays). Accordingly, within thirty (30) days after Tenant occupies the Premises for the conduct of business, Tenant shall submit to Landlord its best estimate of the number of Tenant's employees, agents, visitors and other persons which Tenant expects to occupy the Premises at any time during non-Operating Hours. At Landlord's request, Tenant shall inform the Building's management office whenever Tenant knows, or has reason to believe, that the number of its employees, agents, visitors and other persons occupying the Premises during non-Operating Hours that evening or the next day(s), as the case may be, will materially exceed this estimate. A breach of the provisions of this Rule may be enforced by Landlord but shall not constitute a breach or default by Tenant.

25. Tenant shall not give any tips, gratuities, compensation or any other payments or gifts to Landlord's employees or agents. A breach of the provisions of this Rule may be enforced by Landlord but shall not constitute a breach or default by Tenant unless done repeatedly and willfully after Notice from Landlord.

26. Following the completion of and access to the Permanent Loading Dock (i.e., the Interim Loading Dock may no longer be utilized by Tenant), all deliveries of materials, equipment, furniture and other similar bulky items delivered to the Building by vehicles, shall gain access to the Permanent Loading Dock through the World Trade Center Vehicle Security Center ("VSC") and associated roadway network. All deliveries to Tenant shall be subject to the then established rules and regulations of the VSC and the Permanent Loading Dock.

27. Smoking of any kind, including, without limitation, so-called e-cigarettes or other vapor delivery devices, shall be prohibited at all times within the Premises and the Building. Such policy shall apply to all employees, officers, clients, contractors and visitors of Tenant. Designated exterior smoking areas (if any) will be adequately signed and located at least twenty-five (25) feet from all entries to the Building and outdoor air intakes. In addition, Tenant shall not occupy any portion of the Building or Premises for the manufacture or sale of any tobacco products.

28. Landlord shall have the right to prohibit any advertising that refers to the Building that, in Landlord's reasonable judgment, tends to impair the reputation of the Building and upon Notice from Landlord, Tenant shall discontinue such advertising. The use of the Building address in the ordinary course of Tenant's business shall not constitute an advertisement.

29. Subject to the applicable terms of the Lease, if any of Tenant's contractors require access to any base Building core closets, Tenant shall notify the Building's management office in writing no later than 3:00 P.M. on the day before such contractors require such access, which Notice must be signed by an authorized representative of Tenant in accordance with the Lease.

30. Except as otherwise expressly provided in the Lease, the conduct of Tenant's business in the Premises (including all maintenance, operation and repair obligations and other services performed by Tenant on its own behalf pursuant to the terms of the Lease, and the use of any materials in connection therewith) shall not be done in a manner which would (i) disturb harmony with any trade engaged in performing any other work in the Building (including the creation of any work slowdown, sabotage, strike, picket or jurisdictional dispute) or (ii) create any actual interference with the operation of the Building and/or the operations of other occupants. Tenant shall immediately stop the performance of such aspect of Tenant's business in the Premises if Landlord delivers Notice to Tenant that such aspect of Tenant's business in the Premises would trigger a violation of clauses (i) and/or (ii) above. Tenant shall cooperate with Landlord in all reasonable respects to avoid such breach. Landlord shall use commercially reasonable efforts to cooperate with Tenant to avoid such breach. Tenant hereby agrees to defend, save and hold Landlord harmless from all loss arising thereby, including any reasonable attorneys' fees and any claims made by occupants of the Building and/or other third parties. Tenant may at any time utilize Tenant's employees to conduct its business whether or not such employees shall be unionized; provided, however, that such employees shall be properly licensed and qualified to perform such task and shall not trigger a violation of clauses (i) and/or (ii) above.

31. Neither the Premises nor any portion of the Building shall be used or permitted to be used at any time for the production of any films, including in connection with the filming of any scenes for television and/or movies, without Landlord's consent in its sole and absolute discretion. If Landlord grants such consent, Tenant shall cause such filming to comply with all applicable Legal Requirements and any other conditions imposed by Landlord in connection therewith, including the prior execution and delivery of a license agreement in connection therewith prepared by Landlord's counsel.

32. Business machines and mechanical equipment belonging to Tenant, Landlord or other tenants of the Building which may cause noise, vibration or any other nuisance that may be transmitted to other portions of the Building to such a degree as to interfere with the use or enjoyment by Tenant or other tenants of their premises or the public portions of the Building or which adversely affect the Building's structure, shall be placed and maintained by the party owning such machines and/or equipment at such party's cost and expense, in settings of cork, rubber or spring type vibration eliminators sufficient to eliminate any such noise or vibration.

33. (a) To the extent that Landlord, in its sole discretion, continues to make the northern, double-height portion of the 64th floor of the Building (the "Sky-Lobby") available as a common area for non-exclusive use by occupants in the Building, including, without limitation, tenants, subtenants and licensees (each a "Sky-Lobby User" and collectively, "Sky-Lobby Users"), such Sky-Lobby Users, together with their respective employees and guests (provided that such guests are at all times accompanied by an employee of such Sky-Lobby User), are granted a revocable license for the non-exclusive use of the Sky Lobby on Business Days

during the normal hours of the Sky Lobby, as such hours will be established by Landlord from time to time in its sole discretion. Landlord, in its sole discretion, reserves the right to limit the hours of access to all or any portions of the Sky Lobby or close all or any portion of the Sky Lobby for any reason or no reason at all without any liability on the part of Landlord or any Landlord Party.

(b) Each Sky Lobby User shall, and shall cause their respective employees and guests to, abide by any rules established by Landlord for use of the Sky Lobby, including the Rules and Regulations attached to such Sky-Lobby User's lease, sublease or license. Sky-Lobby Users and their employees and guests shall be required to use the Sky Lobby in a quiet and respectful manner and in harmony with Landlord and other Sky-Lobby Users. In no event is the possession or consumption of alcohol permitted in or about the Sky Lobby. Landlord shall have the absolute right, without liability on the part of Landlord or any Landlord Party, to exclude or remove any person from the Sky Lobby that Landlord deems is unreasonably interfering with the use and enjoyment of the Sky Lobby by Sky-Lobby Users.

34. Tenant shall not occupy or permit any portion of the Premises or the Building to be used or occupied for the possession, storage, manufacture, sale or use of any illicit drugs, narcotics or any other illegal substances at any time.

35. The Building's management office reserves the right at any time in its sole and absolute discretion to immediately suspend or revoke without notice or liability all rights of access into the Building of, and to immediately remove from the Building, any employee, licensee, invitee or guest of Tenant on account of any violation by such person of the Building's security procedures, any illegal activities thereby and/or any behavior by such person that interferes with the use and enjoyment of any other tenant or occupant of the Building. Tenant is obligated to adhere to these policies and inform all of its employees, licensees, invitees and guests of all rules and regulations of the Building and the Building's security procedures and must cause such parties to fully comply therewith. Tenant is fully responsible for any violation of the Building's security procedures, any illegal activities and/or any disruptive behavior by any of its employees, licensees, invitees or guests.

## II. RULES AND REGULATIONS FOR TENANT ALTERATIONS

If Landlord permits Tenant to perform any Alterations, in addition to the provisions of Article 13 of the Lease, the following shall apply, provided, however, that in the event of a conflict between the Lease and these rules and regulations, the more stringent guidelines shall apply:

### 1. Alterations by Tenant.

(a) Timing of Performance of Alterations. Subject to Section 3(d) below, and the terms of the Building Operations Documents, Tenant may perform Alterations at such time as Tenant deems appropriate, both during Operating Hours and at other times, although any work being performed in the Premises when other tenants are in occupancy for the conduct of their business of all or any portion of the four (4) floors immediately above and/or below the Premises and which affects any other tenant's use of its premises or the Building Common Areas used by other tenants of the Building shall be performed during hours other than Operating Hours.

(b) Miscellaneous. As a condition precedent to Landlord's consent to the performance by Tenant of Alteration costing in excess of \$50,000.00 in the aggregate (pursuant to a reasonable estimate prepared by Tenant's contractor and reasonably acceptable to Landlord), Tenant shall, upon the request of Landlord, obtain and deliver to Landlord a performance bond and a labor and materials payment bond issued by a surety company reasonably satisfactory to Landlord and licensed to do business in the State of New York. Landlord and Landlord's designees shall be obligee(s) or insured(s) under such surety bond. If any mechanic's lien is filed against the Building for work claimed to have been done for or materials claimed to have been furnished to Tenant, it shall be discharged by Tenant within ten (10) days after Tenant receives Notice thereof from Landlord or any other third party, at Tenant's expense, by filing the bond required by law or payment or otherwise. If Tenant fails to discharge such lien within such ten (10) day period, then Landlord (upon delivery of five (5) days' prior Notice to Tenant) shall have the right to discharge same (by filing the bond required by law) and Landlord's Charge in obtaining such bond shall be repaid in full by Tenant to Landlord as additional rent within ten (10) days after delivery of an invoice therefor. In addition, Tenant shall defend, save and hold Landlord harmless from any such mechanic's lien or claim, including Landlord's reasonable attorneys' fees, costs and expenses incurred by Landlord. Landlord shall not be liable for any failure of any Building facilities or services to the extent caused by any act, omission, negligence or willful misconduct of Tenant or its agents, employees, contractors, subcontractors or construction managers, including any Alterations performed by or on behalf of Tenant, and Tenant shall correct any such faulty installation. Upon Tenant's failure to correct same within ten (10) days after delivery of a Notice to Tenant with respect thereto (except in the event of an emergency, in which event no such Notice shall be required), Landlord may make such correction and charge Tenant for the cost thereof (which cost shall be equal to Landlord's Charge therefor and shall be payable by Tenant to Landlord as additional rent within ten (10) days after delivery of an invoice therefor).

(c) Port Authority Manual and QAD Approval. The data to be supplied by Tenant in connection with any Alterations shall (i) describe the fixtures, equipment and systems, if any, to be installed by Tenant, including, without limitation, those for the emission, handling and distribution of heat, air conditioning, domestic hot and cold water and electricity, (ii) be provided in sufficient detail as shall enable QAD to determine whether the Port Authority Manual requirements have been complied with, and as shall enable Tenant's contractor to perform the work described and shown in such plans and specifications and (iii) show the proposed method of tying in such fixtures, equipment and systems to the utility lines or connections provided by Landlord in the electric closets located on the floor of the Premises.

2. Required Insurance. Prior to commencing any Alteration, Tenant shall furnish to Landlord (subject to the terms of the Port Authority Manual):

(a) A certificate evidencing that Tenant (or Tenant's contractors) has (have) procured workmen's compensation insurance in statutory limits covering all persons employed in connection with the work who might assert claims for death or bodily injury against the holder of the Net Lease, Landlord, Tenant or the Building. Such certificate is to contain provisions that obligate the insurer to notify Landlord, at least thirty (30) days in advance, in the event of cancellation or material change of the coverage.

(b) A certificate evidencing that Tenant's general contractor (or, at Tenant's election, certificates evidencing that Tenant and Tenant's general contractor, collectively,) have procured Commercial General Liability insurance on a primary basis for each location written with at least \$25,000,000 limit per occurrence and \$25,000,000 limit per location in the aggregate (it being agreed that the general contractor shall in no event be permitted to furnish less than \$15,000,000 of such coverage) for bodily injury, personal injury and property damage liability, including products and/or completed operations coverage (for at least three (3) years after completion of the work), with insurers reasonably satisfactory to Landlord, and including Landlord, and such other parties as shall be designated by Landlord, as additional insureds on a primary & non-contributory basis. The foregoing amount of \$25,000,000 shall be reduced to \$5,000,000 with respect to all sub-contractors retained directly by Tenant or by or on behalf of Tenant's general contractor. Tenant and Tenant's general contractor shall request in writing that such certificate is to contain provisions that obligate the insurer to notify Tenant or Tenant's general contractor (as the case may be) in the event of cancellation or material change of the coverage, at least thirty (30) days in advance of any such cancellation or material change of coverage, a copy of which notice shall be promptly delivered to Landlord, and in all events Tenant shall be obligated to deliver Notice to Landlord at least twenty-five (25) days in advance of any such cancellation or material change of coverage.

(c) A certificate evidencing that Tenant (or Tenant's contractors) has (have) procured Builder's Risk (issued on a completed value basis) and temporary structures coverage (issued on a replacement cost basis) with respect to such Alteration in an amount reasonably satisfactory to Landlord.

(d) Such additional personal injury and property damage insurance (over and above the insurance required to be carried by Tenant pursuant to the provisions of Article 16 of the Lease) and general liability insurance (with completed operations endorsement) for any occurrence in or about the Building, in such limits as Landlord may require and with insurers reasonably satisfactory to Landlord, provided such requirements are applied to all similar tenants performing similar work.

(e) Neither Tenant nor any of the Tenant Parties shall, without obtaining express advance written permission from Landlord, Net Lessor and the General Counsel of the Net Lessor, raise, assert or maintain any defense involving in any way the jurisdiction of the tribunal over the person of the Landlord or Net Lessor, if any, or the immunity of the Landlord, the Net Lessor as a sovereign and its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes regarding suits against the Port Authority, to the extent applicable.

### 3. Miscellaneous Restrictions.

(a) Before proceeding with any Alteration, Tenant shall submit to Landlord the number of copies of detailed plans and specifications therefor then required by the terms of the Building Operations Documents (and to QAD the number of copies of detailed plans and specifications therefor then required by the terms of the Port Authority Manual) for Landlord's review and approval.

(b) Tenant shall not be permitted to install any Fixtures which are subject to liens, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code as then in effect in New York), but Tenant shall be permitted to lease or finance any and all Tenant's Property and to have liens, chattel mortgages and/or security interest thereon.

(c) No Alterations shall be undertaken except after delivery of at least ten (10) Business Days' prior Notice to Landlord with respect thereto (which period shall begin when QAD shall have issued an approval to proceed with respect thereto and all permits and authorizations required by applicable Legal Requirements have been obtained (and copies thereof furnished to Landlord)). Tenant shall be fully responsible at its expense for retaining all architectural, engineering and other technical consultants as QAD shall determine are necessary to prepare Tenant's plans in accordance with Article 13 of the Lease upon and subject to the terms of the Port Authority Manual. The plans and specifications to be submitted by Tenant to Landlord shall bear the seal of a licensed architect or professional engineer licensed in the State of New York who shall be responsible for the administration of the work, and shall be in reasonably sufficient detail for Tenant's contractor to perform the work. Prior to engaging or retaining architect(s) or engineer(s) for any Alterations, Tenant shall submit the name or names of such architect(s) or engineer(s) to Landlord for its approval, it being agreed that any such approval shall not be unreasonably withheld or delayed.

(d) All Alterations shall at all times comply with all Legal Requirements (including the Port Authority Manual) and the Building Operations Documents (including reasonable changes thereto adopted by Landlord from time to time). Tenant, at its expense, shall cause all Alterations to be performed in a good and workmanlike manner, using materials and equipment at least equal in quality to the Building standards set forth in the Building Operations Documents, as the same may be amended. All Alterations shall be promptly commenced and completed and shall be performed in such manner so as not to interfere with the occupancy of any other tenant nor delay or impose any additional expense upon Landlord in the maintenance, cleaning, repair, safety, management, or security of the Building (or the Building's equipment) or in the performance of any improvements. If any such additional expense is incurred, Landlord may collect Landlord's Charge thereof as additional rent from Tenant within ten (10) days after delivery of an invoice therefor. Subject to the terms of the Building Operations Documents, Tenant shall (upon completion of any Alteration at Landlord's request) deliver three (3) complete sets of "As Built" drawings and plans to Landlord (which plans and specifications must include final, marked record drawings which incorporate all bulletins, revisions, clarification sketches and the like issued from each of Tenant's HVAC, electrical, plumbing and fire safety and sprinkler designers and subcontractors, as applicable) prepared on an AutoCAD Computer Assisted Drafting and Design System (or its then equivalent) using naming conventions issued by the American Institute of Architects in June, 1990 (or its then equivalent) and magnetic computer media of such record drawings and specifications, translated into in a format compatible with AutoCAD Release 2000 or later or another format reasonably acceptable to Landlord.

(e) Tenant, at its sole expense, promptly shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with its Alterations which shall be issued by any Governmental Authority.

(f) Only Landlord or parties first approved by Landlord in writing shall be permitted to act as a contractor, subcontractor or construction manager for any Alteration. Such approval shall not be unreasonably withheld or delayed. In the event Tenant shall employ any contractor, subcontractor or construction manager permitted herein or in Article 13 of the Lease, such contractor, subcontractor or construction manager may have use of the Building facilities subject to the provisions of the Lease and these Rules and Regulations. A list of contractors and subcontractors approved by Landlord is available upon request from the Building management office. Landlord reserves the right to exclude from the Building any party attempting to act as a contractor, subcontractor or construction manager in violation of the Building Operations Documents, including, without limitation, the provisions set forth in this Exhibit, or Article 13 of the Lease. Notwithstanding anything herein to the contrary, Tenant acknowledges that in connection with any Alteration related to the first responders system, standby labor, the two-way radios system, debris hauling, hoisting, Wi Fi installation, cellular wireless service installation, the freight elevators and passenger elevators, water treatment, PBX telephone systems; the Building's security system including intercoms, CCTV, door contacts and biometric readers, the Building's fire alarm system, BMS, and certain other items designated by Landlord in its sole and absolute discretion, a single subcontractor designated by Landlord or Landlord's managing agent may be required to perform such work (and certain architectural and engineering services in connection therewith may also be required by Landlord or Landlord's managing agent to be furnished by Landlord's engineer and Landlord's architect or other consulting firms designated by Landlord). At the option of Landlord, Landlord shall cause such subcontractor (or architect, engineer or other consultant) to perform such work at Tenant's expense, which expense shall be equal to Landlord's Charge therefor.

(g) The performance of any Alteration (or use of any materials in connection with such Alteration) shall not be done in a manner which would disturb harmony with any trade engaged in performing any other work in the Building (including the creation of any work slowdown, sabotage, strike, picket or jurisdictional dispute) or create any actual interference with the operation of the Building. Tenant shall immediately stop the performance of any Alteration (or use of any material in connection with such Alteration) if Landlord delivers Notice to Tenant that continuing such Alteration (or use of such materials) would so disturb harmony with any trade engaged in performing any other work in the Building or create any actual interference with the operation of the Building. Landlord and Tenant shall cooperate with one another in all reasonable respects to avoid any such labor disharmony. Tenant hereby agrees to defend, save and hold Landlord harmless from any and all loss arising thereby, including, without limitation, any reasonable attorneys' fees and any claims made by contractors, subcontractors, construction managers, mechanics and/or laborers so precluded from having access to the Building. Tenant may at any time utilize Tenant's employees to perform Alterations, whether or not such employees shall be unionized; provided, however, that such employees shall be properly licensed and qualified to perform such Alteration and shall not otherwise cause labor disharmony in the Building.

#### 4. Charges and Other Restrictions.

(a) Tenant shall reimburse Landlord, as additional rent within thirty (30) days after delivery of notice therefor, for Landlord's Charge in connection with the review by any party (including Landlord and its personnel) and any reasonable fees for any architect and/or

engineer employed by Landlord in connection therewith) of Tenant's plans and specifications for any Alterations (including Tenant's Initial Work).

(b) To the extent that Tenant shall be performing any Alterations, Tenant shall be responsible for Tenant's proportionate share of costs with respect to any additional costs incurred by Landlord in the connection therewith (which shall be at Landlord's Charge therefor) including, without limitation, standby labor and/or operating personnel that may be required to comply with applicable Legal Requirements and/or union jurisdictional requirements with respect to the balance of the World Trade Center (other than the Building). Tenant shall pay to Landlord, as additional rent within thirty (30) days after delivery of an invoice therefor, a charge equal to Landlord's Charge for all standby Building personnel reasonably required to supervise, assist and/or otherwise perform any services in connection with the performance by Tenant of any Alteration for the period that Landlord makes such personnel available therefor in accordance with standard Building procedures (including any applicable overtime costs Landlord incurs to make such personnel available therefor).

(c) In connection with any Alteration by Tenant, Tenant shall be responsible for any charges payable to the Port Authority (in its governmental capacity) for the filing and review of Tenant's architectural and engineering plans (including any permitting and filing fees of QAD in accordance with the Port Authority Manual).

(d) Notwithstanding anything herein to the contrary, the following terms shall be applicable to a shower and any other "wet" installation to be installed by or on behalf of Tenant: (a) the plans and specifications with respect to any such "wet" installation shall be subject to Landlord's approval upon and subject to the applicable terms of the Lease and shall be designed in such a manner so as to minimize the occurrence of any water leaks, (b) Tenant shall install at its expense, a membrane waterproofing system (or its then equivalent), and a sealed and tiled floor with drains (or its then equivalent), throughout all of the "wet" areas of the Premises and Tenant shall maintain same throughout the Term in good working order, (c) Tenant shall be solely responsible at its expense throughout the term for (i) preserving the watertight integrity of the Premises and (ii) all leaks from such "wet" installation to all areas of the Building beneath the Premises and any damage caused thereby, (d) if any water leaks occur from such "wet" installation, Tenant, upon Landlord's request, shall promptly cease the use of the item(s) causing the leak and shall promptly and diligently perform at its expense any Alteration reasonably requested by Landlord to remedy such problem, which Alteration shall be performed by Tenant upon and subject to all of the terms of the Lease and (e) Tenant hereby indemnifies Landlord and the other tenants of the Building from and against any and all loss, cost, liability, claims, actual damages and expenses of any nature whatsoever arising out of any such leak. Landlord and Tenant acknowledge that (x) Landlord shall have no liability to Tenant for any loss, damage, or expense which Tenant may sustain on account of such leak(s) into any portion of the Premises, (y) the Lease and the obligations of Tenant shall not be affected by reason of any such leak(s) and (z) the terms of this Exhibit are also subject to the applicable terms of the Building Operations Documents.

(e) All Alterations shall be subject to and performed in accordance with applicable LEED standards or its equivalent, including those set forth in the Building Operations Documents. Tenant at its expense shall be obligated to fully comply with all LEED obligations imposed upon Tenant pursuant to the terms of the Port Authority Manual. Landlord hereby

advises Tenant that Landlord has obtained LEED "core and shell" certification of gold with respect to the Building. Any failure for any reason by Landlord to maintain such LEED certification shall not impose any liability upon Landlord.