

BUILDING RULES AND REGULATIONS

Definitions:

Landlord: 455 Broadway Realty LLC

Building: The building at 455-457 Broadway, New York, N Y 10013 inclusive of the Leased Premises and the Common Areas.

Tenants: The current and future tenants of the Building.

Leased Premises: That part of the Building rented to a Tenant pursuant to a signed lease.

Common Areas: Those areas of the Building (including but not limited to the lobby, elevator and staircase) which are not part of any Leased Premises but which are available for the use of Tenants.

Introduction:

The Building Rules and Regulations (the “BRR”) are published on this website by the Landlord for the guidance of Tenants. They are intended to supplement the provisions of the leases entered into between the Landlord and each of the Tenants (“Leases”). However, in the event of any discrepancy or inconsistency between the terms of a Lease and the BRR, the terms of the Lease shall govern and be binding. The BRR may be amended, modified or supplemented by the Landlord from time to time without notice to Tenants, and Tenants are expected to regularly check this website for BRR updates. Tenants and their employees and agents are expected to familiarize themselves with the BRR, and to act accordingly.

Disclaimer:

Tenants are responsible for being familiar with and complying with all municipal, county, state, federal or other governmental laws, statutes, codes, rules and regulations (“Laws”) governing the use of the Leased Premises. The BRR are neither a substitute for nor a summary of such Laws, and Tenants may not rely on the BRR as an alternative to such Laws, or hold Landlord liable for any loss or damage suffered as a result of the inclusion or exclusion of any subject matter in the BRR.

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Alterations:

Tenant shall not make any alterations to the Leased Premises without (i) Landlord's consent, (ii) approval by all relevant governmental authorities, (iii) compliance with all relevant rules, regulations and codes, (iv) having contractors and subcontractors provide evidence of adequate insurances naming Landlord as Additional Insured, and (v) reimbursing Landlord for all out of pocket expenses incurred by Landlord to have Tenant's alteration plans reviewed by its architects, engineers and other professionals.

Animals:

No animals or pets of any kind are permitted in the Building except for service animals as defined in the Americans with Disabilities Act.

Antennas:

No antennas, aerials, satellite dishes or similar equipment shall be placed on the roof or the exterior walls of the Building without the Tenant first obtaining the written consent of the Landlord.

Cleaning:

Each Tenant is responsible for cleaning its Leased Premises. Any cleaning company hired by a Tenant must be properly bonded and adequately insured.

Common Parts:

The sidewalks and Common Parts of the Building shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress and egress to and from the Leased Premises.

Communications Cabling:

Each Tenant may contract with a cable company acceptable to Landlord for the installation and maintenance of its required communications cabling. Such work shall be done at the expense of the Tenant under the direction of the Landlord.

The Building is currently wired by Verizon FIOS, Stealth, and Atlantic Metro Communications.

Cooking:

No cooking shall be done or permitted by any Tenant except in conformity with applicable Laws and then only in the utility kitchen, which is to be primarily used by Tenant's employees for heating beverages and light meals.

Fire Protection:

Tenants shall refrain from damaging, disabling or obstructing any fire detection and fire suppression systems installed at the Building, and shall timely report any observable defects to such systems to the Landlord. Landlord may run periodic tests of its fire detection and suppression systems which may require entry into the Leased Premises.

Each Tenant is required to install two portable fire extinguishers on each floor of the Building, and to keep them properly maintained and serviced.

Each Tenant is responsible for providing its employees with the necessary training to ensure the prompt and orderly evacuation of all personnel from its Leased Premises in the event of a fire or other emergency. To ensure an orderly evacuation in the event of a fire or other emergency, Tenants may not permit occupancy to exceed the maximum allowed occupancy level per floor (as determined by the Building’s architect based on parameters set by the appropriate authorities, key among which are floor area and the number and location of exits) as detailed in the next section.

The fire escape is for emergency use only, and may not be used for any other purpose. Access to the fire escape door must be unencumbered, and the door must be kept closed and bolted at all times. No lock requiring a key or a combination may be attached to the fire escape doors. No furniture, plants, signs or decorations of any kind may be placed on the landing or stairs of the fire escape.

Floor Load & Occupancy

Tenant shall not (i) place a load on any floor of the Demised Premises exceeding the floor load (measured in pounds per square foot) which it was designed to carry and which is allowed by law, or (ii) permit occupancy of the Demised Premises at any time to exceed the maximum number of persons allowed by law, as follows:

Floor From to	Maximum Persons Permitted	Live load lbs per sq. ft	Building Code Occupancy Group	Zoning Use Group	Description of use
CEL	49	OG	M	6	MECHANICAL ROOMS, RETAIL, ACCESSORY STORAGE AND ACCESSORY
MZ1	4	50	M	6	MECHANICAL ROOM
1	122	150	M	6	RETAIL
2	47	150	B	6	OFFICES
3	47	150	B	6	OFFICES
4	47	150	B	6	OFFICES
5	47	150	B	6	OFFICES
6	26	50	B	6	OFFICES
ROF	26	50	B	6	TERRACE (ACCESSORY USE)

Hand Trucks

No hand trucks or similar devices may be used for moving articles in or out of the Demised Premises, except those equipped with rubber tires, side guards, or similar safeguards.

HVAC:

Each Tenant shall at its own cost and expense enter into an HVAC maintenance contract for the term of the Lease with:

- >> Air Depot Commercial Refrigeration Corp. 138A Dwight St., Brooklyn, NY 11231 Tel. 718-832-2323; or
- >> Dynamic Air Conditioning Company, Inc. 25-70 Ulmer St., New York, NY 11354 Tel. 718-886-7400; or
- >> an HVAC maintenance company selected by Tenant and approved by Landlord.

Tenants shall provide Landlord with a copy of the HVAC maintenance contract.

Keys:

Upon moving in, each Tenant will be provided with:

- Ten electronic keys to access the front door of the Building and the Tenant's Leased Premises;
- One mechanical key for the front door of the Building;
- One mechanical key for the elevator;
- One mechanical key for the front door of the Tenant's Leased Premises;
- One mechanical key for the back door of the Tenant's Leased Premises; and
- One key for the mailbox in the lobby assigned to the Tenant.

Tenants may purchase additional electronic keys from the Landlord on this website. Tenants may make duplicates of mechanical keys. Each Tenant is responsible for maintaining a roster of all keys showing the names of employees holding keys, and the serial number of the electronic key held by each employee. Tenant shall promptly advise Landlord of the serial number of any lost or stolen electronic key, and Landlord shall deactivate the same.

Tenants shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, except that a Tenant may change the locks to its Leased Premises, provided that it promptly gives the Landlord two keys for each lock. If Tenant changes the combination to any combination lock to its Leased Premises, it shall advise the Landlord in writing of the new combination.

Upon moving out, Tenants are required to return all electronic and mechanical keys (including duplicates made) to the Landlord. Failure to do so shall result in (i) a fee of \$15.00 for each electronic key not returned, and (ii) reimbursement to Landlord of the cost of replacing mechanical keys not returned.

Mechanical Rooms:

The mechanical rooms are intended exclusively for the purpose of housing the HVAC serving each floor, and may not be used for storage purposes. Using the mechanical rooms for storage constitutes a violation of NYFD regulations which may result in a fine which will be the responsibility of Tenant.

Moving In:

Upon taking possession of the Leased Premises on Commencement Day (as defined in the Lease), a new Tenant should:

- Arrange with Landlord for a handover of the Leased Premises and the collection of keys.
- Exchange with Landlord a list of contacts and their contact details.
- Contact Con Edison to have electricity and gas (if any) switched to Tenant's account effective on the Commencement Day.
- Enter into an HVAC maintenance contract, and provide a copy to Landlord.
- Provide Landlord with a Certificate of Insurance evidencing liability coverages as required by the Lease, and naming Landlord as Additional Insured and Certificate Holder.
- Arrange for a waste disposal service.
- Advise Landlord in advance of the date and time for moving furniture in, so as to make the necessary arrangements for the use of the elevator for that purpose. The time must be selected so as to minimally inconvenience the other Tenants. Movers must not overload the elevator, and Tenant will be held responsible for any damage or required repair to the elevator resulting from its use by the movers. Tenant must ensure that the moving company has adequate insurance coverage, and Tenant shall require the moving company to provide to Landlord prior to the selected moving date a Certificate of Insurance designating both Tenant and Landlord as Additional Insured and Certificate Holders.

Moving Out:

Prior to or upon the expiration date of the lease, Tenant should:

- Arrange for an inspection of the Leased Premises by Landlord approximately one month prior to the lease expiration date to identify any damage to the Leased Premises. Tenant will be responsible for repairing such damage prior to the lease expiration date, unless Landlord agrees otherwise.
- Contact Con Edison to arrange for Tenant's responsibility for electricity and gas (if any) to terminate effective on the lease expiration date.
- Terminate insurance coverage, HVAC contract, waste disposal service, and similar arrangements effective on the lease expiration date.
- Advise Landlord in advance of the date and time for moving furniture out, so as to make the necessary arrangements for the use of the elevator for that purpose. The time must be selected so as to minimally inconvenience the other Tenants. Movers must not overload the elevator, and Tenant will be held responsible for any damage or required repair to the elevator resulting from its use by the movers. Tenant must ensure that the moving company has adequate insurance coverage, and Tenant shall require the moving company to provide to Landlord prior to the selected moving date a Certificate of Insurance designating both Tenant and Landlord as Additional Insured and Certificate Holders.
- Surrender the Leased Premises to Landlord and return all keys.

Roof:

The roof of the Building is reserved for the exclusive use of the 5th/6th floor Tenant. Other Tenants may access the roof only in case of fire or other emergency. The door to the roof should remain closed but unlocked at all times.

Smoking:

Each Tenant may designate a part of its Leased Premises as a smoking area (“Designated Smoking Area”), which area must be properly ventilated. Except for such Designated Smoking Areas, smoking is prohibited in all other parts of the Building, as well as areas immediately adjacent to the entrance to the Building and in front of the store at the ground level.

Water:

Water and sewer charges are paid by the Landlord and are part of the services covered by the Landlord Services fee payable by the tenants. Water usage by tenants is limited as per leases to “ordinary lavatory and pantry use”. If a tenant uses water for any other purpose, it will be required to install at its own cost a water sub-meter for its premises and pay water charges for actual usage.

It is the responsibility of tenants to make sure that water is used responsibly. In particular, tenants should regularly check for leaks and make sure that any leaks are promptly stopped as they can be quite expensive, e.g. a leaking toilet can result in an extra \$1,000 of water and sewer charges per month. Leaks are not “ordinary lavatory and pantry use” and therefore are not covered by the Landlord Services fee. If a leak is not promptly corrected, then Landlord may (i) charge tenant for the excess water and sewer charges resulting from the leak, and/or (ii) request tenant to install a water sub-meter for its premises.

Waste Disposal:

Each Tenant shall engage at its own cost and expense a licensed carting company for the removal of rubbish from the Leased Premises. All rubbish must be put in sealed watertight containers, and Tenant shall place the containers at such location and at such time on such days as agreed with the carting company.