

## RULES AND REGULATIONS FOR ESRT ESRT 1359 Broadway., L.L.C. (the "Building")

In case of any conflict or inconsistency between any provisions of the existing lease between Landlord and Tenant (as the same may have heretofore been amended, the "Lease") and any of the rules and regulations set forth herein or as hereafter adopted, the provisions of the Lease shall control. Capitalized terms used herein shall have the meaning ascribed to them in the Lease except that if such terms are not defined therein, the definitions set forth at the end of these amended rules and regulations for the Building shall govern.

1. No animals, bicycles or vehicles shall be brought into or kept in the Premises (except for (x) service animals, and (y) bicycles or other vehicles that Tenant has the right to bring into the Building in accordance with applicable Requirements, with the understanding, however, that Tenant shall bring such bicycles and other vehicles into the Building only in a manner that conforms with reasonable rules that Landlord establishes therefor in accordance with applicable Requirements).
2. Tenant shall not use the Premises in any manner that materially and unreasonably interferes with the use of any other portion of the Building for ordinary business purposes. Congregating, loitering, and/or sitting in common corridors is prohibited.
3. Tenant shall not permit any cooking (including barbequing) or objectionable odors in the Premises.
4. Tenant shall not at any time bring or store in the Premises any flammable, combustible or explosive substance, except for any such substances that are incidental to the use or maintenance of the Premises for ordinary office purposes or the performance of Alterations that are performed in accordance with the terms of this Lease.
5. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall cooperate so as to prevent the same.
6. The toilet rooms and other water apparatus shall not be used for any purposes other than those, for which they were constructed or installed, and no feminine products, sweepings, rags, ink, chemicals or other unsuitable substances shall be thrown therein. With respect to the use of any common restrooms, all building occupants shall (w) properly discard waste in the appropriate waste receptacles, (x) flush toilets and/or urinals after use, (y) otherwise leave bathroom stalls and/or urinals and sinks in clean condition and (z) avoid creating any objectionable condition in such restrooms.
7. Tenant shall not throw anything out of doors, windows or skylights or into hallways, stairways or elevators, nor place food or objects on outside windowsills. Tenant shall not obstruct or cover the halls, stairways and elevators, or use them for any purpose other than ingress and egress to or from the Premises, nor shall skylights, windows, doors and transoms that reflect or admit light into the Building be covered or obstructed in any way.
8. Tenant shall not place a load upon any floor of the Premises in excess of the load per square foot, which such floor was designed to carry and which is allowed by Requirements. Landlord reserves the right to prescribe the weight and position of all safes and/or fireproof file cabinets in the Premises. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, only with Landlord's consent and in settings approved by Landlord to control weight, vibration, noise and annoyance.
9. Smoking or carrying lighted cigars, pipes or cigarettes, tobacco use and use of vapes anywhere in the Building (including, without limitation, directly in front of any entrance to the Building) is prohibited. The foregoing prohibition on tobacco use, includes without limitation, e-cigarettes, and chewing and/or dipping tobacco. Growing, manufacturing, administering, and distributing (including without limitation, any retail or wholesale sales or delivery), use or consumption of any cannabis, marijuana or cannabinoid product, compound or produce anywhere in the Building (including, without limitation, directly in front of any entrance to the Building) is prohibited. Tenant shall implement a policy that precludes its personnel from engaging in any of the foregoing activities and/or uses in the Building and shall use reasonable efforts to enforce such policy.
10. If the Premises are on the ground floor of the Building the tenant thereof at its expense shall keep the sidewalks and curb in front of the Premises clean and free from ice, snow, dirt and rubbish.
11. Tenant shall not move any heavy or bulky materials into or out of the Building without Landlord's prior written consent, and then only during such hours and in such manner as Landlord shall approve. If any material or equipment requires special handling, Tenant shall employ only persons holding a Master Rigger's License to do such work, and all such work shall comply with all Requirements. Landlord reserves the right to inspect all freight to be brought into the Building, and to exclude any freight which violates any rule, regulation or other provision of this Lease.
12. Tenant shall use (x) the passenger elevators only for purposes of transporting persons to and from the Premises

and (y) the freight elevators only for purposes of transporting deliveries to and from the Premises. Landlord reserves the right to prescribe additional reasonable rules and regulations governing the use of elevators at the Building. Stairwells of the Building may only be used for purposes of ingress and egress to and from the Premises during an emergency.

13. Tenant shall comply with the security procedures that Landlord reasonably adopts from time to time for the Building. Tenant acknowledges that Landlord's security procedures may include, without limitation, (x) Landlord's denying entry to the Building by any person who does not present a Building pass or who does not comply with Landlord's procedures regarding the registration of visitors to the Building, and (y) procedures governing the inspection of freight that arrives at the loading facilities and/or service entrances for the Building. Tenant shall be responsible for the acts of all persons to whom passes are issued at Tenant's request. Tenant shall subject all items being brought into the Building by or on behalf of Tenant (including, without limitation, packages, boxes, bags, handbags, attaché cases, and suitcases) to inspection by Landlord or Landlord's designee. Landlord may refuse entry into the Building to any person or entity who refuses to cooperate with such inspection or who is carrying any item which has a reasonable likelihood of being dangerous to persons or property.
14. No advertising of any kind or other public statement by or on behalf of Tenant or any person or entity claiming by, through or under Tenant shall refer to the Lease, or the Building (or otherwise depict the Building in any way) without Landlord's prior written consent.
15. No article shall be fastened to, or holes drilled or nails or screws driven into, the ceilings, walls, doors or other portions of the Premises, nor shall any part of the Premises be painted, papered or otherwise covered, or in any way marked or broken, without the prior written consent of Landlord.
16. No existing locks shall be changed, nor shall any additional locks or bolts of any kind be placed upon any door or window by Tenant, without the prior written consent of Landlord. At the termination of this Lease, Tenant shall deliver to Landlord all keys for any portion of the Premises or Building. Before leaving the Premises at any time, Tenant shall close all windows and close and lock all doors.
17. Tenant, at Tenant's expense, shall operate its interior lights for the employees of Landlord during the period that such employees make repairs in the Premises or perform cleaning services in accordance with the terms of this Lease.
18. The use in the Premises of auxiliary heating devices, such as portable electric heaters, heat lamps or other devices whose principal function at the time of operation is to produce space heating, is prohibited.
19. Furniture may not block perimeter induction units or radiators. Furniture must be a minimum of 18" from perimeter induction units or radiators.
20. Hand trucks and hand carts may only be used in areas of the Building specifically designated by Landlord provided that in either case, the same are equipped with rubber tires and side guards. In no event may hand trucks and/or hand carts be used in any lobbies or passenger elevators of the Building.
21. Tenant shall not take any action to override, inhibit, preempt or otherwise reduce the efficacy of any energy efficiency or sustainability measures which may now or hereinafter may be implemented in the Building and/or the Premises.
22. Landlord shall have the right to require Tenant to (x) direct persons (or entities) who are delivering packages to the Premises to make delivery to an office in the Building that Landlord designates (in which case Landlord shall make arrangements for such packages to be delivered to Tenant using other personnel that Landlord engages), or (y) arrange for such persons (or entities) to be escorted by a representative of Tenant while such Person makes delivery to the Premises.
23. Active mail chutes cannot be covered or blocked; full access must be maintained at all times.
24. All doors opening on to corridors must be kept closed at all times and locked when the Premises are unoccupied.
25. Food may not be consumed in any public areas of the Building, including, without limitation, elevators, common corridors and/or lobbies.
26. Use of any common amenities at the Building (whether currently existing or hereinafter designated, constructed or created) shall be subject to the reasonable rules and regulations imposed thereon by Landlord.

The term "Alterations" shall mean alterations, installations, improvements, additions or other physical changes, in each case, in or to the Premises that are made by, or on behalf of Tenant or any other person or entity claiming by, through or under Tenant (or otherwise engaged by or on behalf of Tenant or any other person or entity claiming by, through or under Tenant).

The term "Building" shall have the meaning set forth above.

The term "Governmental Authorities" shall mean the United States of America, the State of New York, the City of New York, any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority, now existing or hereafter created, having jurisdiction over the real property or any portion thereof.

The term "Premises" shall refer to the premises demised pursuant to the terms of the Lease.

The term "Requirements" shall mean shall mean, collectively, (i) all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and directives and executive orders of all Governmental Authorities, and of any applicable fire rating bureau, or any other body exercising similar functions, as the same may be amended from time to time and (ii) all requirements that the issuer of Landlord's property insurance policy imposes (including, without limitation, any such requirements that such issuer requires as the basis for the premium that such issuer charges Landlord for Landlord's property policy), provided that such requirements that the issuer of Landlord's property policy imposes are reasonably consistent with the requirements imposed by reputable insurers of comparable properties in The City of New York.