

RULES, REGULATIONS
AND STANDARD SPECIFICATIONS

FOR

55 WATER STREET
NEW YORK, NEW YORK

REVISION EFFECTIVE APRIL 20, 2020

New Water Street Corp.
55 Water Street
New York, NY 10041

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RULES, REGULATIONS
AND STANDARD SPECIFICATIONS

GENERAL RULES AND REGULATIONS

A. General

1. The rights of each Tenant in the entrances, corridors, elevators and escalators servicing the Building are limited to ingress and egress from such Tenant's premises for the Tenant and its employees, licensees and invitees, and no Tenant shall use, or permit the use of, the entrances, corridors, escalators 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 plazas, entrances, corridors, escalators, elevators and other facilities of the Building by any 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, plazas, entrances, corridors, escalators, elevators, fire exits or stairways of the Building. 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 in its reasonable judgment deems best for the benefit of the Tenants generally.
2. Landlord may refuse admission to the Building outside of Business Hours on Business Days to any person not known to the Building Security or not having a pass issued by Landlord or the Tenant whose premises are to be entered or not otherwise properly identified, and Landlord may require all persons admitted to or leaving the Building outside of Business Hours on Business Days to provide appropriate identification. Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character or reputation of the Building or of its Tenants 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.
3. Only Landlord or persons approved by Landlord shall be permitted to furnish to the Premises ice, drinking water, food, beverage, linen, towel, barbering, floor polishing, cleaning or other similar services.
4. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens which are different from the standards adopted by Landlord for the Building shall be attached to or hung in, or used in connection with, any exterior window or door of the premises of any

Tenant, without the prior written consent of Landlord. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord, which approval shall not be unreasonably withheld.

5. No exterior signage is permitted without prior Landlord approval.
6. No lettering, signage, signs, advertisements, notices or objects shall be displayed in or on the exterior 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, without the prior written consent of Landlord. In the event of the violation of the foregoing by any Tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the Tenant violating this rule. Interior signs, elevator cab designations and lettering on doors and the Building directory shall, if and when approved by Landlord, be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a size, color and style reasonably acceptable to Landlord.
7. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any Tenant, nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral air conditioning enclosures, if any. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.
8. All bicycles, scooters (including both electric and non-electric), hoverboards and electric skateboards are not permitted in the Building. The Building has a designated daily parking area for each type of vehicle located within the parking garage. Tenant employees and guests will be responsible for their own locks. Daily parking is provided as an amenity and is available on a first-come, first-serve basis. The Building is not responsible for lost, stolen or damaged property. No overnight parking is permitted for these vehicles.
9. Effective April 1, 2020, tenants have the right to allow their employees to bring into the Building fully domesticated and fully vaccinated dogs. All dogs must be accompanied by their owners and shall be transported to and from the tenant's space through the Building's loading dock and freight elevator during the hours of 8:00am to 11:00pm on business days (Monday to Friday). Dogs must be kept in tenant space during those times in which such employees are present in the Building. Dogs shall not be left unattended at any time. Tenant shall comply with all applicable Laws associated with or governing the presence of dogs at or within the Building. Any complaints received for dog-related issues may be grounds for removal of the dog from the Building. Refer to Appendix B for specific rules and regulations for dogs.

10. No animals (except dogs and 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.
11. No noise, including, without limitation, music or the playing of musical instruments, recordings, radios 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 space in the Building.
12. No Tenant, nor any Tenant's Contractors, employees, agents, visitors or licensees, shall at any time bring into or keep upon the premises or the Building any flammable, combustible, explosive, or otherwise hazardous or dangerous fluid, chemical, substance or material. Only construction-related materials maybe allowed with prior approval from the Landlord and compliance with all local laws and regulations.
13. Additional locks or bolts of any kind which are not operable by the Grand Master Key for the Building shall not be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said Grand Master Key. Additional keys for a Tenant's premises and toilet rooms shall be procured only from Landlord who may make a reasonable charge therefor. Each Tenant shall, upon the termination of its tenancy, turn over to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys furnished by Landlord, such Tenant shall pay to Landlord the cost thereof.
14. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may reasonably determine from time to time. The persons employed to move safes and other heavy objects shall be reasonably acceptable to Landlord and, if so required by law, shall hold a Master Rigger's license. Arrangements shall be made by Landlord with any Tenant for moving large quantities of furniture and equipment into or out of the Building. All labor and engineering costs incurred by Landlord in connection with any moving specified in this rule, including a reasonable charge for overhead shall be paid by Tenant to Landlord, on demand.
15. 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 any of these Rules and Regulations or the lease of which this Exhibit is a part. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the Tenant from whose premises the package or object or matter is being

removed, but the establishment and enlargement 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 such Tenant. 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 premises or the Building under the provisions of this Rule or of Rule 2 hereof.

16. No Tenant shall occupy or permit any portion of its premises for the possession, storage, manufacture, or sale of liquor, narcotics, illegal drugs, vaping products, e-cigarettes, tobacco in any form, or as a barber, beauty or manicure shop, or as a school. No Tenant shall use or permit its premises or any part thereof to be used, for manufacturing, or the sale at retail or auction of merchandise, goods or property of any kind.
17. Landlord shall have the right to prohibit any advertising or identifying sign by any Tenant which, in Landlord's reasonable judgment, tends to impair the reputation of the Building or its desirability as a building for others, and upon written notice from Landlord, such Tenant shall refrain from and discontinue such advertising or identifying sign.
18. 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 any Tenant's premises. If, in the reasonable 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 the Tenant and in such manner as Landlord shall determine.
19. No machinery or mechanical equipment other than ordinary portable business machines may be installed or operated in any Tenant's premises without Landlord's prior written consent which consent shall not be unreasonably withheld or delayed, and in no case (even where the same are of a type so excepted 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.
20. Landlord, its Contractors, and their respective employees shall have the right to use, without charge therefor, all light, power and water in the premises of any Tenant while cleaning or making repairs or alterations in the premises of such Tenant.
21. No premises of any Tenant shall be used for lodging, sleeping or for any immoral or illegal purpose.

22. The requirements of Tenants shall be attended to only upon application at the Building Office. Employees or contractors of the Landlord shall not perform any work or do anything outside of their regular duties, unless requested by the tenant and approved by Landlord.
23. Canvassing, soliciting and peddling in the Building are prohibited and each Tenant shall cooperate to prevent the same.
24. Tenant shall not cause or permit any unusual or objectionable fumes, vapors or odors to emanate from Tenant's premises which would annoy other Tenants or create a public or private nuisance. No cooking shall be done in the Tenant's premises except as is expressly permitted in the Lease. Food heating elements must be electric. No open flames (including sternos) are permitted.
25. 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 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 reasonable judgment of Landlord, might cause any such impairment or interference.
26. 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 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 of which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein. All damage resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, contractors, visitors or licensees shall have, caused the same. Any cuspidors or containers or receptacles used as such in the premises of any Tenant, or for garbage or similar refuse, shall be emptied, cared for and cleaned by and at the expense of such Tenant.
27. 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 at any time. Each Tenant, before closing and leaving its premises at any time, shall turn out all lights.
28. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.
29. All windows in each Tenant's premises shall be kept closed, and all blinds therein above the ground floor shall be lowered 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. If Landlord shall elect to install any energy saving film on the windows of the Tenant's premises or to install energy saving windows in place of the present windows, Tenant shall cooperate with the reasonable requirements of Landlord in connection with such installation and thereafter the maintenance and replacement of the film and/or windows and permit Landlord to have access to the Tenant's premises at reasonable times during Business Hours to perform such work.

30. If the Tenant's premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the premises by Tenant, its agents, employees, visitors, contractors or licensees, Tenant shall at Tenant's expense cause the same to be exterminated from time to time to the reasonable satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be designated by Landlord, or if none is so designated as reasonably approved by Landlord.
31. To the extent there is a conflict between the provisions contained in the Lease or these Rules and Regulations annexed thereto, the provisions of the Lease shall govern and control.
32. Building IDs will be supplied on initial move in by landlord based on tenant's overall maximum permitted occupancy as determined by tenant's floorplan for all space leased plus an additional one hundred IDs. Any cards issued in excess of this amount will be subject to a fee on a per card basis. The overall issued amounts will include any ID cards issued to vendors, contractors, replacement of lost cards and cards issued to tenants in connection with sub-leased space.
33. Landlord reserves the right to amend or modify these Rules, Regulations and Specifications from time to time.

TENANT ALTERATIONS

A. General

1. Tenant shall, prior to the commencement of any alterations to Tenant's premises, submit for Landlord's written approval, a complete plan of the Tenant's premises, or of the floor on which the Alterations are to occur. Drawings are to be complete with full details and specifications covering all Alterations.
2. The proposed Alterations must comply with the Administrative Code of the City of New York and the rules and regulations of the Department of Buildings of the City of New York and any other agencies having jurisdiction.
3. Tenant shall be solely responsible for compliance with Local Law 58 and The Americans with Disabilities Act (ADA) within Tenant's space.

4. Tenant shall comply with the Local Law 196 and ensure all vendors and contractors that do work on their behalf also comply.
5. Any fines issued or levied against the Landlord due to the conduct of Tenant, or its agents, employees, visitors, contractors or licensees, shall be the responsibility of the Tenant.
6. No work shall be permitted to commence without the Landlord being furnished with a valid permit from the Department of Buildings and/or other agencies having jurisdiction.
7. All demolition, removals, or other categories of work that may inconvenience other Tenants or disturb Building operations, shall be restricted to hours after 6 PM and before 8 AM on weekdays or on weekends or as otherwise directed by the Landlord. Tenant shall provide the Landlord with at least 24 hours' notice prior to proceeding with such work.
8. All inquiries, submissions, approvals and all other matters shall be processed through the Landlord.
9. If Tenant's Contractor is negligent in any of its responsibilities, Tenant shall be charged for the corrective work done by Building personnel, agents or contractors.
10. All equipment and installations must be equal to the standards of the Building. Any deviation from Building standards shall be permitted only if indicated or specified on the plans and specifications and approved by Landlord.
11. If any alterations or work in Tenant's premises affects the base building Distributed Antenna System ("DAS"), the Landlord must be notified before such work begins. All work impacting the DAS, including but not limited to, removal, relocation, installation, replacement and commissioning of any DAS equipment or components shall be performed by the Landlord at Tenant's expense.
12. A properly executed air and water balancing report signed by a professional engineer shall be submitted to Landlord upon the completion of all HVAC work.
13. Upon completion of the Alterations, Tenant shall submit to Landlord a final inspection sign-off on Form TR-1 where applicable and/or other documents indicating total compliance and final approval by the Department of Buildings of the Building Notice or Alteration.
14. Tenant shall submit to Landlord a final "as built" set of drawings showing all items of the Alterations in full detail.
15. Additional and differing provisions in the lease, if any, shall be applicable and shall take precedence.

B. Prior to Commencement of Work

1. Tenant shall submit to the Landlord a request to perform the work. The request shall include the following enclosures:
 - a. A list of Tenant's Construction Manager, Project Manager, Contractors and/or Subcontractors for Landlord's approval.
 - b. Two complete sets of plans and specifications properly stamped by a registered architect or professional engineer.
 - c. Properly executed forms of the Department of Buildings including: Alteration Application (Type 1, Type 2 or Type 3 as appropriate); Statement of Responsibility (Form TR-1), as applicable, including structural, sprinkler or HVAC system work; plumbing specification sheet (Form PW-1B) if any plumbing work is to be performed.
 - d. Two (2) executed copies of the Insurance Requirements agreement in the form attached to these Rules and Regulations from Tenant's Construction Manager, Project Manager, Contractor and Subcontractors.
 - e. Construction Manager's, Project Manager's, Contractor's and Subcontractor's insurance certificates including a "hold harmless" in accordance with the Insurance Requirements agreement.
 - f. Tenant is responsible for assuring temporary sprinkler/fire protection coverage is provided within work area.
2. Landlord shall return the following to Tenant:
 - a. Plans with comments (such approval or comments shall not constitute a waiver of Department of Buildings approval or approval of other jurisdictional agencies).
 - b. Signed application forms referred to in B1(iii), providing proper submissions have been made.
 - c. Two (2) fully executed copies of the Insurance Requirements agreement.
 - d. Covering transmittal letter.
3. Tenant shall obtain Department of Buildings approval of plans and a permit from the Department of Buildings. Tenant shall be responsible for keeping current all permits. Tenant shall submit copies of all approved plans and permits to Landlord and shall post the original permit on the Tenant's premises prior to the commencement of any work. All work, if performed by a Construction Manager, Project Manager, Contractor or Subcontractor, shall be subject to reasonable

supervision and inspection by Landlord's representative. Such supervision and inspection shall be at Tenant's sole expense and Tenant shall pay Landlord's reasonable charges for such supervision and inspection.

C. Requirements and Procedures

1. All structural and floor loading requirements shall be subject to the prior approval of Landlord's structural engineer at Tenant's expense.
2. All mechanical (HVAC, plumbing and sprinkler) and electrical requirements shall be subject to the approval of Landlord's Mechanical and Electrical Engineers at Tenant's expense. When necessary, Landlord shall require engineering and shop drawings, which drawings must be approved by Landlord before work is started. Drawings are to be prepared by Tenant and all approvals shall be obtained by Tenant.
3. All demolition shall be reviewed by Landlord's representative at Tenant's expense. All unused conduit, BX, armored cable and/or wire shall be removed back to CB panel. All unused LV raceways and wire shall be removed back to telecom closet. All unused ductwork and piping equipment such as air handling units and air conditioning units shall be removed.
4. All electric power must be disconnected before starting demolition.
5. Floor cells must be completely cleaned out as part of demolition. All floor monuments shall be removed, and all unused openings shall be sealed with manufactured black-off plate (not 4 in. or 4-11/16 in.) blank plates. Penetrations shall be patched and flashed with concrete so that they are flush with the surrounding floor areas. All wiring is to be removed back to panel.
6. All cores through the deck must be at least 6 inches away from any floor cell system. No cores will be permitted through the floor cells. Prior to the commencement of any core drilling, a master core drill shop drawing must be submitted for approval by Landlord. Field verification with Landlord's representative must be completed prior to the commencement of any work.
7. All unused conduit and wiring shall be removed. A letter noting who owns scrap metal while requesting approval to remove from the premises must be submitted to Landlord prior to removal.
8. All unused ductwork shall be removed.
9. All unused equipment, such as air handling units, air conditioning units and electrical distribution devices shall be removed. Tenant is responsible for closing out any and all active permits and filings associated with equipment to be removed.

10. All unused fixtures and piping shall be removed, and all unused piping shall be capped at its respective riser.
11. All unused fixtures shall be returned to Landlord.
12. Elevator service for construction work shall be charged to Tenant at standard Building rates. Prior arrangements for elevator use shall be made with Landlord by Tenant. No material or equipment shall be carried under or on top of elevators. If an operating engineer, and/or elevator operator, is required to maintain labor harmony within the building, such engineer, and/or elevator operator, shall be paid for by Tenant.
13. If shutdown of risers and mains for electrical, HVAC, sprinkler, and plumbing work is required, such work shall be performed and/or supervised by Landlord or an approved Building Contractor at Tenant's expense.
14. No attachments, anchoring or penetrations are allowed on any surface of the underside of the floor cell system to suspend or support anything in the Tenant's space below.
15. No attachments, anchoring or penetrations to the elevator shaft walls from the tenant's leased space are permitted.
16. Tenant's Contractor shall:
 - a. Have a Superintendent or Foreman on the premises at all times; police the job at all times, continually keeping the premises orderly.
 - b. Provide the Landlord a current 24/7 Emergency Contact list.
 - c. Maintain cleanliness and protection of all areas, including elevators, stairwells and lobbies, as applicable.
 - d. Protect the front and top of all peripheral HVAC units and thoroughly clean them at the completion of work.
 - e. Cap supply ducts and provide construction filters at return ducts to keep dust from entering into the Building air conditioning systems.
 - f. Avoid the disturbance of other Tenants.
17. Special Precautions for Occupied Tenant Space and Common Areas of the Building: In performing the Alterations, the Tenant's Contractor shall take all reasonable precautions to protect occupants, staff and visitors to the Building; spaces outside of the work areas and existing building construction to remain. In particular, the Tenant's Contractor shall guard against fire, dust and odor intrusion, dirt and debris and water leaks into adjacent spaces. Electrical and

mechanical services to areas of the building outside the work area shall be protected and maintained. The Tenant's Contractor shall schedule and perform the Work to minimize noise disturbance to Tenants. Existing building structure, exterior wall construction, core construction and components of electrical, mechanical and vertical transportation systems to remain shall be protected. Damages to any part of the existing building to remain shall be promptly corrected at the Tenant's sole expense. The Landlord may elect to contract separately to correct such damages and charge the Tenant for any costs incurred therefor including a fee of 15% of the costs of the corrective work for management of such work. The Tenant understands that the building is operating and occupied by certain Tenants 24 hours a day, seven days a week. The Tenant shall cause its Contractor therefore to promptly comply with the Landlord's directives on behalf of its Tenants or as regards protection of or damage to the Building. Such direction by the Landlord may be written or verbal and shall not be deemed to relieve the Tenant's Contractor from any of its responsibilities including determining means and methods of performing the Alterations and maintenance of safety. The Tenant shall cause its Contractor to stop work immediately upon written direction from the Landlord.

18. Labor Harmony: Tenant understands that Landlord may perform base building renovation and construction work while Tenant performs its Alterations. Tenant and its Contractor shall be responsible for maintaining labor harmony on site as it effects continuity of Landlord's work. Tenant shall cause its Contractor to promptly take such action as may be required to settle any labor disputes that may arise during performance of the Alterations. Should the Tenant's Contractor fail to take expeditious action in this regard, the Tenant shall be responsible to the Landlord for any delays to Landlord's work arising out of such disputes.
19. Freight Dock Area: The Landlord shall provide Tenant's Contractor with shared use of the building loading dock. The Contractor's use of this area shall be limited to delivery of materials and removal of debris and waste from the Alterations. No parking shall be permitted in such space. No other vehicles shall be stored or parked within the Building. The Tenant shall cause its Contractor to cooperate with the Landlord in the maintenance of the loading dock area.
20. Utilities: Utility costs for electricity, water and heat used by the Tenant's Contractor for the Alterations shall be borne by the Tenant.
21. Storage of Materials and Equipment: Storage space for materials and equipment required for the Alterations shall be within Tenant's space. No storage of debris or waste shall be permitted.
22. Toilets: Tenant's Contractor's and Subcontractors' personnel shall only use toilet facilities within Tenant's space or toilets in the loading dock.

23. Restroom Paper Towel Dispensers: All new installations must be roll towels. Existing installations can remain but once the restrooms are renovated, roll towel dispensers must be used. The roll towel dispensers must be capable of using Georgia Pacific paper products.
24. Conduct of Workers and Subcontractors: All Tenant's Contractor's and Subcontractors' personnel shall be issued project identification tags which must be worn at all times on site. Personnel shall not be allowed in the building lobby and in other areas of the property as the Landlord may determine. Personnel and material access shall be restricted to Landlord designated locations and routes. No parking shall be provided in the Building for Tenant's Contractor's personnel. No smoking or vaping on-site by anyone. Personnel violating the Landlord's directions on access to, use of and conduct on the property shall be removed from the Alteration by the Tenant at the Landlord's direction.
25. Signs: No signs, except those required by law or by governmental authorities having jurisdiction, shall be posted in or on the Building by any Contractor, Subcontractor, vendor or worker. Tenant shall enforce Landlord's regulations in this regard.
26. Landlord Approval of Tenant's Contractors: All Tenant's Construction Managers, Project Managers, Contractors and Subcontractors shall be subject to the approval of the Landlord. Prior to commencing work or entering into any contract for any part of the Alteration, the Tenant shall submit to the Landlord a list of all of its proposed Construction Managers, Project Managers, Contractors and Subcontractors for the Alteration. The Tenant shall secure the Landlord's approval of any proposed Construction Manager, Project Manager, Contractor or Subcontractor which has not been pre-qualified and approved by the Landlord for work in the Building. The Tenant shall submit, in a timely manner, such information as the Landlord may reasonably require in evaluating the qualifications of any non-pre-qualified proposed Contractor or Subcontractor. Refer to Appendix A "Approved Building MEP Contractors" for a listing of Subcontractors which have been pre-qualified and approved by the Landlord for work on alterations.
27. Records
 - a. Accurate CAD-generated "as-built" drawings in the form of three (3) full-size black-and-white prints and one (1) USB storage device containing files in AutoCAD set as specified by Landlord shall be furnished to Landlord at the completion of the project.
 - b. Signed and sealed copies of the emergency egress lighting test, inclusive of floor plans and readings shall be submitted to Landlord at the completion of the project.

- c. All power to spaces outside of the tenancy, which may affect base building equipment, or an adjacent tenancy must be maintained. Coordinate the shutdown of these systems/equipment during the demolition phase with Landlord.
- d. Submit documentation to indicate that all NYC-DOB permits are signed off and closed in DOB system.

STANDARD REQUIREMENTS

A. Drywall Construction

1. All drywall partitions, unless otherwise required by Code having jurisdiction, are to be constructed of 2-1/2 in. steel studs, 24 in. on center, and a minimum of 5/8 in. thick fire code gypsum wallboard each side, properly taped and spackled.
2. All steel studs shall extend from slab to slab. No drywall or studs are to be fastened to any ductwork or directly to any ceiling tile.
3. All walls butting mullions shall have a proper channel to receive the gypsum boards.
4. All drywall partitions installed below grade must be “purple” board or Building approved equivalent. Purple board is fire, moisture, mold and mildew resistant.

B. Electrical

1. Home runs shall be indicated on plans. EMT or rigid conduit shall be used throughout, 3/4 in. minimum size. Thin wall tubing is permitted.
2. Light fixtures shall be Building-standard or as previously approved by Landlord.
3. All conduit shall be supported by standoffs, not wired to ceiling supports. Branch circuit wiring of 1 in. diameter and smaller and routed shall be permitted to share the support structure for the hung ceiling, provided it does not overload the support system. All conduits shall be concealed.
4. All electrical boxes shall meet code requirements.
5. All wiring shall meet the requirements of the New York City Building Code and of Underwriters Laboratories. No wire molding shall be permitted.
6. Special power shall be taken from main distribution board and not from existing Building panels.
7. Plans with Tenant’s connected load requirements shall be submitted to Landlord to determine riser capacity.
8. Building-approved Electrical Contractor or Building Engineer shall supervise all electrical riser shutdowns.
9. All panelboard covers shall be door-in-door construction.
10. Refer to Supplement for Electrical, Fire Alarm and Telecommunications.

C. Telecommunications or Low-Voltage Wiring

1. All telecommunications wiring shall be concealed in conduit, thin wall tubing or run exposed in concealed spaces as plenum-rated cable.
2. Telecommunications wiring shall be permitted to be run in periphery enclosures only and must be in flexible conduit.
3. No telecommunications wiring shall be run exposed on baseboards or walls.
4. Coordination with chosen telecom provider is responsibility of the Tenant
5. Refer to Supplement for Electrical, Fire Alarm and Telecommunications.

D. Doors: All wood doors shall have a fire-rated label. All hollow metal doors shall be properly fire rated if they are located in rated partitions.

E. Hardware

1. All hardware shall be Building standard or as previously approved by Landlord.
2. All locks shall be keyed and mastered to building setup. Two (2) individual keys must be supplied to the Landlord.

F. Equipment

1. Equipment shall be suspended with fish plates through slab or attached to steel beams depending on load.
2. All floor loading and steel work shall be subject to the prior approval of the Building structural engineer. All approvals shall be obtained by the Tenant at Tenant's expense. Tenant shall also be responsible for the costs of all controlled inspection by any professional engineers in connection with this work.

G. Woodwork: All work shall be fireproofed, and a New York City Affidavit of Certification must be furnished.

H. Public Areas: All public areas shall meet Department of Building's requirements or other agencies having jurisdiction.

I. Air Conditioning

1. Tenant shall be responsible for alterations to existing air conditioning ductwork or systems and for insuring that such work is properly integrated into the existing Building systems with no adverse effects on the Building systems. Landlord shall not be responsible for the proper HVAC design within the area of any Tenant Alteration.

2. The Tenant shall include the design criteria on the Mechanical Drawings that will document the conditions for which the space or renovation is being designed. Information such as, but not limited to, the following shall be included: watts per usable square foot, people per usable square foot, total cfm for space and average space temperature.
 - a. The base building systems are designed to maintain interior design conditions as prescribed by ASHRAE 90.1 with Tenant-imposed loads of not more than 5 watts/usf and 1 person/100 usf. The perimeter spaces of the floors provided with base building induction units are designed in accordance with the above, inclusive of solar loads. The perimeter is defined as 15 ft. 0 in. from the glass.
 - b. The Tenant design drawings shall limit the required supply air connected to the interior supply risers, inclusive of any design diversity, to no more than that allotted by the base building design drawings. Where the Tenant design requires interior supply air or supplemental unit supply air to be distributed to perimeter zones conditioned by induction units, this Tenant design shall include controls to prevent simultaneous cooling and heating.
 - c. The Tenant design drawings shall include supply of conditioned air to the base building electric closets, telephone closets and service Elevator Lobbies in accordance with the base building design drawings. Base building core toilets shall be exhausted at the rate shown on the base building design drawings.
 - d. Tenant satellite toilets shall be provided with a system of toilet exhaust distribution ductwork connected to the base building system. Where the Tenant design requires the installation toilet exhaust “booster fans” the design exhaust system shall be designed to overcome the pressure drop associated with the tenant toilet exhaust system and shall be controlled via an occupancy sensor with a time delay located within the satellite restroom. The base building design drawings for the tenants demised space is available from the Landlord upon request.
3. The system shall be balanced at the completion of the job. Tenant shall utilize an independent Landlord-approved Balancing Contractor.
4. Balancing of both air and water systems shall be performed at times convenient to the Landlord. Tenant shall provide the Landlord not less than three (3) business days’ notice prior to scheduling any balancing. Tenant shall furnish certified balancing reports to the Landlord. Ductwork upstream of VAV Boxes connected to the base building system shall be leak tested to 2”w.g.; piping shall be pressure tested to 1 ½ times the operating pressure, but not less than 100psi. Tests shall be performed prior to the installation of insulation and connection to the base building’s systems.

5. All air conditioning components shall match existing components or shall receive prior approval from Landlord.
6. Landlord shall not permit any additional outside louvers unless the need therefor is firmly established. The location of such louvers shall be subject to Landlord's approval. Detailed sketches of all louvers shall be submitted for Landlord's approval.
7. No outside louver or ductwork is to be installed in such a manner as to interfere with the cleaning of windows or replacement of glass.
8. All HVAC devices including, but not limited to, air moving equipment, dampers, pumps, valves, etc., shall be accessible at all times.
9. All exhaust fan systems shall be discharged to the atmosphere, not in ceilings or existing Building return air systems.
10. Condenser water pipe and pipe fittings greater than 2 in. shall be Schedule 40 ERW black steel piping with butt-welded joints, full-radius elbows with flanged equipment connections. Use of mechanical jointing (i.e., Victaulic fittings) shall not be permitted. Condenser water piping 2 in. and smaller shall be brazed Type L copper.
 - a. Tenant-installed condenser water piping shall, in the South Tower and above the 19th Floor, be connected to the South Tower 52nd Floor roof cooling tower. Tenant-installed condenser water piping shall, in the North Building, the South Tower below the 14th Floor, shall be connected to the North Building 14th Floor roof cooling tower.
11. The working pressure associated with Tenant condenser water piping shall conform to the following table.

<u>South Tower</u>	
<u>Floor #</u>	<u>Tenant Condenser Water System Working Pressure</u>
<u>52 - 41</u>	<u>150 psi</u>
<u>41 - 19</u>	<u>300 psi</u>
<u>14 - 5</u>	<u>150 psi* (400**)</u>
<u>5 - SL2</u>	<u>300 psi* (400**)</u>

<u>North Building</u>	
<u>Floor #</u>	<u>Tenant Condenser Water System Working Pressure</u>
<u>14 - 5</u>	<u>150 psi*</u>
<u>5 - SL2</u>	<u>300 psi*</u>

*Designates the design working pressure for Tenant condenser water systems connected to the North Building Tenant cooling tower.

** Designates the design working pressure for Tenant condenser water systems connected to the South Tower Tenant cooling tower.

12. All work associated with induction unit additions or replacements and/or thermostatic rezoning shall be performed by the Landlord at the Tenant's expense.
13. Seal and protect induction units prior to demolition and/or construction. Clean units and clean or replace units' filters upon completion of construction.
14. Provide construction filters on return air stubs prior to demolition. Filters shall remain in place throughout the Construction Phase of the project.
15. Tenant-installed furniture shall be kept a minimum 18 in. away from induction units.
16. Tenant shall employ the services of the base building Water Treatment Contractor to flush clean and fill any Tenant-installed HVAC piping systems prior to connection to the base building system.
17. Air terminal units shall not present more than 0.2 in. of pressure drop to the base building system.
18. Tenant supplemental and overtime air conditioning units shall be of the DX water-cooled type connected to the base building Tenant condenser water system. Units in the North Building shall be selected for 87°F EWT and at 15°F Δt . Units in the South Building above the 14th Floor shall be selected for 87°F and at 10°F Δt . Units in the South Tower and connected to the North Building Tenant condenser water system shall be selected for 87°F EWT and at 15°F Δt . Units shall be capable of accepting 45°F entering water temperature. Units shall be provided with two-way condenser water control valves arranged to close when unit is off.
19. Tenant supplemental air conditioning unit shall not impose more than 10 psi of total pressure drop to the condenser water system.
20. All Tenant-installed HVAC equipment to be installed in the ceiling cavity shall be resiliently supported from building structure. The Tenant shall be responsible for ensuring that Tenant-installed equipment does not transmit vibration or noise into the building structure. The Tenant shall provide to the base building Structural Engineer for review all hanger locations, concentrated point loads and methods of attachment to the building structure.

21. Building Management System (BMS): The existing BMS is manufactured and serviced by Honeywell. The Landlord, at the expense of the Tenant, shall perform any modifications to the existing Honeywell system required by Tenant alterations. The Landlord must pre-approve any modifications to the existing Honeywell BMS prior to implementation.
22. Tenant alteration on Floors 3 and above shall include installation at floor takeoffs. Supply air ducts shall be provided with duct-mounted temperature transmitters. Return air duct shall be provided with duct-mounted air temperature transmitters.

J. Approved Material Manufacturers: The following list of material manufacturers shall constitute an approved list of manufacturers for materials not specified within the body of this document. No substitutes shall be permitted unless approved by Landlord. All materials shall be of the highest grade whenever available.

Equipment	Manufacturer	Part
Fan-Powered Boxes	Titus, Anemostat	DTFS-3, QST with DDC
Single Duct Variable Air Volume Box or Constant volume regulators.	Titus, Anemostat	DESV-3, EZTS with DDC
Duct mounted air Flow measuring Station	Ebtron	Gold
Duct mounted air temperature transmitter.	A.C.I.	Duct series 100-ohm RTD.

Note: Landlord will advise if flow meter and temperature sensor are to operate as stand-alone or are to be interfaced to the existing Landlord Honeywell BMS.

K. Plumbing

1. No water risers shall be shut down during Building office hours.
2. All plumbing work shall conform to all federal, state and city Codes having jurisdiction, as well as all applicable local laws.
3. All fixtures shall be building standard or as previously approved by Landlord.
4. No exposed plumbing is permitted.
5. No plastic pipe shall be permitted.
6. All hot water lines shall be properly insulated, and where necessary provided with electric heat tracing "HWAT". All cold water piping shall be insulated.
7. A Building Engineer shall perform all riser shutdowns at Tenant's expense.

8. All Tenant waste piping (private restrooms, pantries, water coolers, etc.) shall connect to wet columns. Waste piping shall not connect to base building core toilet stacks.
9. All Tenant waste piping will be gravity fed to the appropriate wet column. No sump pumps are allowed.
10. Sanitary, waste and vent piping shall be coated cast iron no-hub type, with size, weight per foot and maker's name clearly cast or stamped on each length of pipe. Pipe shall be manufactured by a member of the Cast Iron Soil Pipe Institute. Fitting for no-hub pipe shall be Husky "Heavy Duty" SD4000 couplings. Couplings shall be constructed of Type 304 stainless steel with 305 stainless steel 3/8-inch worm drive screws.
11. The building standard plumbing fixtures at 55 Water Street are as follows:
 - a. Water Closet: Kohler "Kingston" Model K-4325, wall-hung, with Toto EcoPower Utra High-Efficiency Flush Valve Model No. TET1UA, 1.0 gallon per flush.
 - b. ADA Compliant Water Closet: Same as Water Closet above, except mounted at ADA height.
 - c. Urinal: Kohler "Bardon" Model K-4904-ET, with Toto EcoPower Utra High-Efficiency Flush Valve Model No. TEU1UA12#CP, 0.125 gallon per flush.
 - d. Lavatory: Kohler "Farmington" Model K-2905, drop-in cast iron counter top lavatory with Toto Helix EcoPower Faucet Model No. TEL115 or TEL125(M), 0.25GPC gallon per flush or less.
 - e. ADA Compliant Lavatory: Kohler "Breham" Model K-199 barrier-free Wall-Mount lavatory with Toto Helix EcoPower Faucet Model No. TEL115 or TEL125(M), 0.25GPC gallon per flush or less.
 - f. Drinking Fountain: Filtrine 107-16-HL-VP ADA compliant, high/low, vandal-proof satin mirror finish, stainless steel, bottle filler, separate soft-touch button valve, and access panel.
 - g. Mop Service Basin: One (1) piece, vitreous china service sink with 9" high drilled back and supporting screw hole. Crane Plumbing Model No. 7H503 Service Sink, with Speakman "Commander" rough chrome-plated service sink faucet Model SC-5811-RCP.

L. Fire Standpipe/Sprinklers

1. All fire standpipe and sprinkler work shall conform to all federal, state and city Codes having jurisdiction, as well as all applicable local laws. Tenant alterations shall not remove protection from base building core spaces i.e., Telephone Closets, Electric Closets, Janitors Closets, service Elevator Lobbies unless specific relief is sought by the tenant and granted by the Landlord.
2. All hydraulic calculations shall be provided for Landlord's engineers review.
3. Victaulic fittings shall only be allowed on piping between 2 in. and 10 in. in diameter.
4. Pipe shall be screwed, mechanical joint or welded. All connections to the riser shall be screwed or welded.
5. Any changes to the present standpipe or water reserve tank systems shall be at Tenant's expense.
6. Existing fire hose valves at fire hose cabinets shall be replaced with new hose valves at Tenant's expense.
7. All Tenant full floor sprinkler renovations shall include replacement of the existing pressure reducing valve (PRV) located at the floor control valve assembly after the floor isolation valve. The PRV shall Model No. 90G-21 or 90A-21 manufactured by Cla-Val. The Tenant shall furnish and install the required plaque indicating the discharge pressure as required by code.

M. Venetian Blinds and Curtains

1. All window shading devices shall be approved by Landlord. The maximum shading coefficient shall be 0.56.
2. No curtain rods are to be installed in venetian blind pockets.
3. Curtain rods shall not be supported by any part of the acoustical tile. Rods shall be supported by headers attached to the ceiling's mechanical supports of black iron.
4. If curtains are to be installed by any Tenant, such curtains shall be flameproof and shall not interfere with the proper functioning of the peripheral HVAC system.

N. Ceilings

1. All ceilings shall meet all requirements of New York City Department of Buildings Code.

2. All acoustic tile ceiling shall be building standard or as previously approved by Landlord.
3. All ceilings are to be supported independently and not from ductwork.

O. Torch Operations

1. The use of combustible gas and oxygen torches at 55 Water Street shall be permitted only with the approval of the Landlord's Fire Safety Director. All cutting operations shall be performed in strict accordance with applicable local laws and regulations including the Administrative Code of the City of New York and Fire Department (FDNY) regulations. This includes the need to present the Landlord's Fire Safety Director with an FDNY site specific hot works permit.
2. Combustible gas and oxygen shall not be brought onto the property without the approval of the Landlord's Chief Engineer and Fire Safety Director via tank request form. Only properly certified personnel shall handle such equipment or perform cutting. Copies of current workers' certificates shall be provided to the Fire Safety Director prior to commencement of any work. The Fire Safety Director shall be notified as to the location and the time period within which cutting operations are to be performed, for purposes of taking the building's fire alarm system off-line in such areas and for such periods. A fire watch is to be provided during cutting operations, as required by law. At completion of each day's work, combustible gas and oxygen and empty cylinders are to be removed from the property.
3. Torch operations shall comply with RCNY Chapter 38, Sections 38-01 and 38-3.

- P. Storage Facilities: Tenant or Tenant's Contractors shall not, under any circumstances, be allowed to store combustible gas or oxygen or empty cylinders on the property.

SUPPLEMENT FOR ELECTRICAL, FIRE ALARM AND TELECOMMUNICATIONS

A. General

1. The Tenant shall do all work in accordance with all Federal, State and City Codes having jurisdiction, as well as all applicable local laws.
2. All work shall be in accordance with these Building Standards.
3. The Tenant shall arrange for all necessary inspections, pay all fees for those inspections, and turn over copies of all inspection reports and certificates to the Landlord. All fire alarm system inspections to be coordinated with building code compliance consultant.

4. Along with electronic copy; Tenant shall submit for review and approval three (3) signed and sealed complete sets of engineering drawings and three (3) sets of specifications indicating the extent of the proposed electrical work. Drawings shall include a lighting fixture schedule complete with lamp and ballast requirements, detailed load calculations indicating proposed wattage per square foot connected, as well as the continuous electrical load and demand being imposed at each panelboard and at the point of connection to the building's bus duct riser system. Specifications shall detail all materials to be used. Work may not proceed until drawings are approved and written notification to proceed is received from the electrical department. The Tenant shall pay cost of this review by the Landlord's Engineer.
5. Prior to the start of work, Tenant shall submit to Landlord copies of insurance certificates and building permits. Tenant shall also submit to the Construction Department and Landlord copies of electrical application to the Bureau of Electric Control evidencing that the work has been filed.
6. Start of work and all access to building electrical closets must be coordinated with Landlord. Any Electrical Contractor working in an electric closet without consent of the Landlord shall be barred from working in the building. Prior to commencement of installation of electrical equipment inside building electrical closets, sketches of proposed layout of transformers, panels and troughs shall be submitted for approval to Landlord.
7. Proper temporary lighting and power must be installed and maintained in all work areas. Temporary light and power stringers shall utilize approved wire nut C-tap terminations. Lamp holders shall have left-handed screw shell lamp holders and non-metallic lamp guards. All temporary lighting and power panels must comply with height regulations according to NYC Code and be removed upon completion of project. All 277/480-volt trays shall be sleeved in EMT/Greenfield below 8 ft. or subject to physical damage supported with porcelain de-electric deuced independently to Q-deck or steel. All temporary lighting must be removed in its entirety.
8. Demolition, chopping, core drilling or other noise-generating activity shall be permitted only before 8:00 a.m. after 6:00 p.m. between Monday and Friday, or on weekends. Advance approval must be obtained from Landlord for any chopping or core drilling work.
9. Work shall not be done on energized equipment.
10. Shutdown of electrical service shall be scheduled with a minimum six (6) weeks advance written notice. Landlord shall coordinate the power outage with all Tenants sharing the affected service. However, if any Tenant on the riser requires uninterrupted electrical service during the course of the outage, it shall be the responsibility of the Tenant performing the work to install temporary feeder(s) to

the affected Tenant(s), at the sole cost of the Tenant performing the work. An Electrical Contractor designated by the building shall be used to install these temporary feeders under the direction of the Landlord. All proper (OSHA) lock-out, tag-out procedures shall be enforced.

B. Building Service

1. Electric service is supplied from Con Edison at 265/460 volts, 3 phase, 4 wire.
2. Tenant's Engineer must submit a connected and demand load summary for all new and existing equipment and indicate compliance with the lease for allocated power densities (e.g., W/sq.ft.) based on the Tenant's rentable area) and any bulk power assignments.

C. Distribution

1. Existing step-down transformers, located in the core electric closets, that are ten (10) years or older and are dedicated to the Tenant must be replaced with new by Tenant, at Tenant's expense. If the existing step-down transformers are less than 10 years old or are not dedicated to the Tenant, they may be re-used by the Tenant, for their 120/208-volt small power, convenience and appliance needs. All existing transformers (non-K-rated) to be reused for Tenant buildouts shall be calculated at a 60% load rating. Tenant shall assume full responsibility of transformer, if he chooses to utilize existing.
2. All new transformers that are installed by the Tenant must be in accordance with the lease agreement, must be mounted on vibration isolation and must be accessible for maintenance in accordance with NYC Electrical Code. In addition, all transformer locations must be pre-approved by the Landlord, prior to installation and electric closets must be reviewed for adequate ventilation and shall include proposed fan with thermostatic controls.
3. All new transformers shall be copper wound, K-13 rated or higher.
4. The source of all new risers shall be identified in a manner consistent with existing switchboard designations. All pull boxes required for new riser installations must be identified with the riser on the drawing submission. All pull boxes must be installed so as to not prevent the use of available riser space.
5. No electrical work shall be performed on "live" equipment. All equipment shall be de-energized prior to start of work. Equipment shall not be re-energized until tested, and all shorts, grounds and unsafe conditions are eliminated.
6. All electrical connections to base building risers, distribution panelboards, switchboards, etc., shall be coordinated with the Landlord and shall be performed by a building-approved Electrical Contractor. Feeder conductors that provide power from the building system to the Tenant equipment shall be megger tested

and submitted to the Building Engineer for review and approval prior to energization.

7. All wire and cable shall utilize one of the following insulation types, as appropriate: THHN, THWN, XHHW. All wire and cable shall be true color coded as follows: 120/208 volt, black, red, blue, white, green; 265/460 volt, brown, yellow, orange, grey, green/white stripe.
8. At the completion of the alteration, meter pans, safety switches, panels, panel directories and other distribution devices are to be labeled correctly. Previous labeling or markings shall be removed or painted over.
9. Tenant shall not be permitted to install ancillary equipment in base building electrical closets.
10. Where electrical conduits pass through walls and floors of electrical closets and riser closets, conduits shall be coated with two (2) layers of 3M Super 33+ scotch vinyl plastic tape. All penetrations for conduits must be restored to original fire rating.

D. Feeders and Branch Circuitry

1. All conductors shall be copper. No. 12 AWG shall be the minimum wire size for branch circuits and control wiring. All conductors No. 10 AWG and less shall be solid, not stranded.
2. All branch circuits shall be in EMT, aluminum or rigid steel conduit, from the electrical panel to outlet boxes and between outlet boxes. The minimum size conduit shall be 3/4 inch. Armored cable (AC) or metal-clad cable (MC) is not permitted.
3. Flexible metal conduit shall only be used for lighting fixture tails (3/8 in. minimum) and for final connections to motor and transformers (1/2 in. minimum) in lengths not exceeding 6 ft. Wiring for fixture tails and wiring run through lighting fixtures shall have insulation rated for 90°C (i.e., THHN), 1/2 in. minimum.
4. Conduit systems shall be properly cleaned, neatly arranged and installed parallel to walls. All conduits and raceways in common areas must be concealed.
5. Splices made to electrical feeders shall be made with high pressure compression type fittings. Mechanical type fasteners are not permitted.
6. “Sealtite” shall be used for final connections to mechanical equipment where the environment shall be subject to moisture or within fan plenums.

7. Circuit wiring in panelboards shall be trimmed and dressed in a neat and workmanlike manner.
8. All branch circuit and feeder wiring shall be tagged at each pull box, junction box, splice box and terminal point. Tags shall indicate source description, circuit number and phase.
9. All branch circuits serving office equipment (and other equipment which generate harmonics) shall utilize either individual neutral conductors for each phase conductor, or an oversize neutral conductor where shared in a multi-circuit configuration.
10. GFCI type receptacles shall be utilized in Toilet Rooms, janitor's closets, pantries and similar wet areas.
11. Core drilling shall be allowed only after a complete survey and probe of slab fill is performed to assure that they are clear of any existing conduit or obstructions. Permission for such drilling must be obtained from the Landlord or the building's Chief Engineer. All work shall be properly fire-stopped and safed. Core drilling must be performed during overtime hours as approved by Landlord. All cores through the deck must be at least 6 inches away from any floor cell system. No cores will be allowed through the floor cells. Prior to the commencement of any core drilling, a master core drill shop drawing must be submitted for approval by Landlord. Field verification with Landlord's representative must be completed prior to the commencement of any work.
12. Do not chop outlets, switches or similar devices into core walls without prior authorization by the Landlord. Engineer shall provide a detail for all devices chased in the floor slab.
13. All workstations shall be grounded. Ground wire in manufacturer's wiring harness shall be carried back to the panel ground bus. Workstations shall be hardwired with No. 12 copper wire enclosed in flexible metallic conduit. No zip-cord, plug mold, plastic or metallic-plug connectors shall be allowed. Maximum distance of flexible metallic conduit from wall or floor outlet to workstation termination point shall be no more than 18 inches. No receptacles shall be permitted to be attached or built-in to task lighting fixtures. Any fire-rated wall penetrations shall be fire-stopped with "Flame Safe" or similar compound. Floor and ceiling penetrations shall be sealed with cement.
14. A conduit expansion fitting shall be installed in each conduit run wherever it crosses and expansion joint in the structure to which it is attached.
15. Under no circumstances shall Tenants be permitted to connect multi-tap, multiple outlet strips or plug-in surge suppression strips to receptacles.

E. Panelboards

1. Design drawings shall utilize full panelboard schedules, listing the type of load, pole position, circuit breaker type and size, and shall indicate both estimated and connected demand loads on each feeder/riser.
2. All panel directories shall be typed and checked for accuracy. Handwritten directories are not acceptable. They should display the circuit number and those devices that are connected to the circuit.
3. All panelboards shall be permanently labeled with a base building standard phenolic color, size, mounting and nomenclature labeling methodology.
4. Panels shall be factory assembled and fabricated by an approved switchboard manufacturer, dead front, hinged front cover, bolt-on circuit breaker type, UL listed, and NYC approved.
5. All existing 120/208-volt panelboards, which are older than ten (10) years, shall be replaced with new panelboards as part of Tenant work.
6. Panelboard loads shall be balanced to within 10% ($\pm 5\%$) of each phase.
7. An appropriately labeled fused safety switch shall be installed in the electric closets when a subpanel is installed in a Tenant's space.
8. Cabinets and trim shall be galvanized sheet metal, factory painted with one (1) rust-proofing primer coat and one (1) finish coat.
9. Busses in panelboards shall be full height copper and a minimum 1/8 inch thick. Neutral bar shall be full size. Busing shall be braced throughout for a minimum of 10,000 amps. Provide 200% neutral when serving non-linear loads.
10. Doors shall be door-in-door construction with flush-type paracentric cylinder locks (Cat 45 key) on inner door only. Lock must be compatible with Landlord's standard key system. Back of the door shall have a directory frame and directory card protected with a non-fading transparent cover
11. Compression lugs are required on all panelboards 250 amps and higher.

F. Floor Outlets and Raceway System

1. This building is equipped with an underfloor cellular raceway system. Submit drawings indicating the extent of the Tenant fit-out scope, which uses this system, as part of the design drawing submittal.
2. Electrical power cells originate in the electrical closets. No electrical power distribution shall be run in the perimeter induction unit enclosures.

3. Low voltage signal cells for voice and data cables may be accessed at the perimeter of the building, inside the induction unit enclosures. Conduits shall be run overhead from the telephone closets to the perimeter column enclosures to afford access to induction unit enclosures at the building perimeter to carry cables for eventual connection to cells. Existing conduits, including those installed in perimeter columns, may be reused. Where conduits are not reused, abandoned conduits/cables are to be removed back to the source during demolition.
4. Floor system junction boxes shall be kept accessible at all times. Access to junction boxes must not be obstructed by new construction. Floor outlets shall not be installed on junction box covers.
5. For installation of on-cell devices, floor cells shall be accessed by core drilling and installation of after-set inserts. For off-cell devices, a flat elbow or “frog fitting” shall be attached to the floor cell.
6. Wiring in floor cell shall carry 120/208-volt circuits only.
7. Cables shall not be spliced in cells or headers. Splice only in junction boxes.
8. Each floor receptacle shall be individually wired from the floor cell/header junction box. Do not loop branch wire from receptacle to receptacle.
9. All poke-throughs or trenching must be approved by the Landlord and/or the base building Structural Engineer. Trenching may not exceed 2 in. depth from surface of the existing deck. Prior to the commencement of any trenching, a master shop drawing must be submitted for approval by Landlord. Field verification with Landlord’s representative must be completed prior to the commencement of any work.
10. During construction, the Contractor must protect the metal deck and existing wire mesh reinforcement from damage. The Contractor’s work shall be observed by the Structural Engineer prior to the placement of grout to ensure work is in compliance with the Building Rules and Regulations. After the conduit placement and trench has been observed by the Structural Engineer, the trench shall be filled with a non-shrink grout as specified by the Structural Engineer.
11. All floor raceway systems modifications, such as the provision of new header ducts or the cutting of existing runs of header or cells, is not permitted and approval for these modifications must be obtained by Landlord.
12. The floor raceway system must have all unused cabling removed.
13. Unused floor outlets shall be capped with an appropriate flush floor blanking plate.
14. All proposed floor outlets must maintain the fire rating of the structural slab.

15. All poke-through type floor outlets must be approved by building owner and coordinated with existing cellular raceway system. Conduit runs shall not enter another tenant's space and therefore will only be permitted for multi-floor tenants.

G. Lighting

1. Base building approved light fixtures, inclusive of exit signs, shall be utilized. Cut sheets on the proposed fixtures should be submitted for Landlord approval.
2. All work shall be compliant with the New York City Energy Conservation Code (NYCECC) in effect at the time of project permitting. All required design submissions to the Landlord shall include a record set of the Energy Code filing documentation. Documentation to be submitted to Landlord in electronic (PDF) format.
3. Lay-in type fixtures must have channel clips securing fixtures to ceiling grid.
4. All fixtures and integral ceiling connections shall meet the seismic requirements.
5. All lighting fixtures shall be in full conformance with latest New York City Energy Conservation Code requirement, LED fixtures are recommended.
6. All relocated lighting fixtures shall be washed and re-lamped. Relocated fixtures not equipped with electronic ballasts or drivers shall also have control gear replaced and all lamp sources made operational prior to re-installation in their new location.
7. Existing signs shall be lit with 6 in. high letters (except in Place of Assembly spaces) and shall be equipped with an integral storage battery/charger to operate the sign for a minimum of ninety (90) minutes in the event of a power outage. Exit signs shall not exceed 5 watts of electrical consumption per face.
8. Tenants are required to utilize code-acceptable automatic lighting controls in all areas of Tenant space.

H. Emergency Lighting

1. The Tenant's fit-out must include emergency lighting and control.
2. Prior to occupancy of the space, perform a test of the emergency egress lighting system. Test shall be performed after dark (at least one [1] hour after sunset); simulate power failure on all lighting circuits. Take light level readings along paths of egress utilizing a foot-candle meter; record readings on a reduced scale (1/16 in. = 1 ft. 0 in.) floor plan. Readings shall be taken at the midpoint between emergency fixtures at a height of 18 in. above floor.

- I. Energy: The Tenant must submit energy calculations confirming compliance with all applicable sections of the New York City Energy Conservation Code (NYCECC) and/or be based on building sustainable initiatives.
- J. Automatic Transfer Switches
1. All modifications and/or additions to the existing EPS systems shall be approved by Landlord and shall be performed by ASCO.
 2. All new automatic transfer switches shall be manufactured by ASCO.
 3. All new automatic transfer switches shall be bypass isolation type.
 4. All control wiring between the ATS and EPS system panels shall be in accordance with the standard building wiring diagrams. All cable and conduit that terminates in EPS control panels and termination equipment shall be wired directly to the termination compartment and shall not wire/pass through adjacent sections.
 5. All ATSs must be bypass isolation type and provided with the following accessories:
 - a. 99 - Push-to-test feature for pilot LED.
 - b. 31Z - Pre- and post-transfer signal contacts.
 - c. 18 B and G - Additional dry contacts for source availability.
 - d. 14 A and B - Bypass mode position contacts.
 - e. 30B - Load shed relay contacts.
 - f. GRP 5 - Standard.
 - g. 63 - Compression lugs.
 - h. 6DK - Key switch for manual or auto return to normal.
 - i. 150B - Technology bundle for bypass isolation switches, including:
 - 1) 135SB - Power meter monitoring the load side.
 - 2) 72EE2 - Connectivity module for remote communication using Ethernet TCP/IP networks.
 - 3) 1PS1 - Internal ASCO buffer module to provide controller, power manager/meter and 72EE2 with a minimum of 60 seconds of backup power for communications when the load is without power. Provides customer terminal block for optional external 24 VDC.

6. Optionally Tenant may utilize closed-transition-type ATSs with a 50 msec or less overlap transition. Transfer shall only occur when an in-phase monitor senses synchronized sources to limit motor current inrush.
 7. Design documents shall clearly note that ATS is to be interfaced with 55 Water Street emergency power system and critical power monitoring system.
- K. Adjacent Tenant Spaces: All controls, switches, disconnect devices and other means of electrical control shall be installed within the occupant's space, and shall not control equipment, devices or circuits in any other occupant's space or common space.
- L. Construction Means and Methods
1. Proper temporary lighting and power must be installed and maintained in all work areas. All temporary lighting shall be removed at the job's completion.
 2. Electric closets shall be kept clear of debris and foreign materials. Contractors shall not use electric closets for storage of materials or equipment. It is the responsibility to of the Contractor to leave the electrical closets clean and free of all rubbish and materials. It shall be the Contractor's responsibility to patch all openings created by the work.
 3. At the completion of the project, electric closets shall be left clean to the satisfaction of the Landlord. All conduits penetrating slabs and wall to have 33+ tape and proper kindorf/riser clamps and fire-stop materials
- M. Fire Alarm System
1. Tie-ins and modifications to the base building fire and life safety system (Class "E") shall be the responsibility of the occupant's Electrical Contractor and shall be completed under the supervision of the Landlord's Class "E" vendor, at Tenant's expense.
 2. Redesign and reprogramming of the Class "E" system due to added, deleted or revised equipment shall be completed by the Landlord's Class "E" vendor, at Tenant's expense. This includes updating device inventory sheets, CAD floor plans and riser diagrams.
 3. All fire alarm devices, which are added as part of the Tenant fit-out systems, shall be considered sub-systems, and shall connect to a Tenant subsystem data gathering panel and not to the existing core base building fire alarm system panels. The Tenant shall have the responsibility for the installation and maintenance of all Tenant fire alarm devices inclusive of the Tenant fire alarm system data gathering panel.
 4. Provide area smoke detectors as required by the NYC Building Code.

5. Landlord warrants to Tenant that all systems are fully operational at the time the Contractor commences work. Tenant assumes full liability for damage to equipment that are the result of their Contractor's work.
6. Tenant's Contractor must utilize the base building fire alarm vendor for all core fire alarm system modifications. The Tenant has the right to select an approved fire alarm system vendor for all Tenant subsystems.
7. Four (4) copies of the proposed fire alarm layout for each project must be submitted to the Landlord and fire alarm vendor for review. Plans must include all necessary riser diagrams that shall show points of connection. This must be approved prior to the start of work. Provide riser diagram, floor plan layout and one-line diagram so as to comply to NYC Building Department to secure a PW-1 form. Provide all MEA, BSA and product data information on one-line which have been sealed by an Engineer. No previously approved work on any system is to be performed without 48 hours advance written notice to the Landlord.
8. Contractor is required to file all new installations and/or alterations to the Class "E" system. A copy of the permit application and permit is to be submitted to the Landlord prior to start of work.
9. Contractor is to submit a copy of the "Request for Inspection" A45 form submitted to the NYC Fire Department at the completion of the project to the Landlord.
10. NO work is to be performed on the Class "E" system in the energized state. Prior to working on the system, the Landlord is to be notified in writing 48 hours in advance. Field wiring shall be removed from the DGP's prior to work being performed. The following information should be forwarded:
 - a. Contractor name.
 - b. Floor and Tenant.
 - c. Description of work to be performed.
 - d. Time system is to be taken off line and put back on line.
11. If at the end of the day the system is not capable of being put back on line due to wiring problems, the Contractor is responsible for all costs associated with getting the system back to its original protection level. If necessary, tenant is responsible for assuring a NYC certified fire guard is provided until fire system operation is reestablished.
12. During demolition, it is the Tenant's Contractor's responsibility to make sure that all Class "E" and security devices and wiring are protected.

13. All Tenant subpanels are to be wired back into the building Class “E” system and must conform to Reference Standard No. 17 of the NYC Building Code. Tenant must provide evidence of subsystem maintenance to the Landlord.
14. All base building fire alarm equipment must be procured through the approved base building fire alarm system vendor.
15. The costs for Fire Department inspections are to be borne by Tenant.

N. Risers

1. All new riser equipment, routes and their position in core spaces, inclusive of raceways and support/pullboxes, must be approved by Landlord and shall not block access to existing equipment. Routing of new equipment shall not prevent unused riser space from being utilized in the future.
2. New low voltage cabling, raceways or equipment of any kind shall not be installed in core spaces such as electrical closets, air shafts or stairwells. Low voltage risers may only be installed in approved Tenant riser spaces outside of the core or riser positions designated by Landlord in the core area. Tenant shall submit a request for use of risers to the Landlord prior to preparation of design drawings indication proposed route, number and type of cables, total cross-sectional area, weight per linear foot, total weight at each point of support, and proposed method/location of support.
3. Low voltage cabling may not be installed in the perimeter induction unit enclosures.
4. All telecommunications cabling routed in air plenum space, even for a portion of the route, shall be labeled for use in plenum spaces.
5. Telecommunications cabling in common areas, Mechanical Equipment Rooms, etc., which has been approved by Landlord, shall be installed in an enclosed raceway and shall be identified.
6. Wall-mounted outlets shall be equipped with backboxes and conduit stub-ups of EMT to above the hung ceiling plenum. Bushing required at end of all conduit stub-ups.
7. Teflon cables passing through telephone closet walls must be run through sleeves of rigid galvanized conduit or EMT. Seal around sleeve and around cables using approved fire-stopping media.

O. Floor Outlets and Raceway System

1. The Building is equipped with an underfloor cellular raceway system. Submit drawings indicating the extent of the Tenant fit-out scope, which uses this system, as part of the design drawing submittal.
2. Telecommunications raceway cells originate in the core telecommunication closets. These closets are not meant to be used for Tenant’s equipment, but rather as a means of extending cabling from the floor system to Tenant low voltage closets in Tenant’s demised premises.
3. Floor system junction boxes shall be kept accessible at all times. Access to junction boxes must not be obstructed by new construction. Floor outlets shall not be installed on junction box covers.
4. During construction, the Contractor must protect the metal deck and existing wire mesh reinforcement from damage. The Contractor’s work should be observed by the Structural Engineer prior to the placement of grout to ensure work is in compliance with the Building Rules and Regulations. After the conduit placement and trench has been observed by the Structural Engineer, the trench shall be filled with a non-shrink grout as specified by the Structural Engineer.

P. Approved Material Manufacturers: The following list of material manufacturers shall constitute an approved list of manufacturers for materials not specified within the body of this document. No substitutes shall be permitted unless approved by Landlord. All materials shall be of the highest grade whenever available.

Equipment	Manufacturer	Part
Switchboard Modifications	Atlas, Lincoln	N/A
Lighting and Utility Panels	Atlas, Lincoln	GE Breakers – Type THQB (277/460)
Utility Panels	Atlas, Lincoln	GE Breakers – Type TEY (120/208)
Automatic Transfer Switches	ASCO	N/A
EPS Controls	ASCO	N/A
Busway System	GE	N/A
Transformers	GE, Eaton, Siemens	N/A
Fuses	Bussmann	N/A
Sub-metering System	Quadlogic Meters	
Receptacles	Hubbell	N/A
Central Automatic Relay Controls	The Watt Stopper, Lutron, Douglas Controls	

Equipment	Manufacturer	Part
Individual Space Occupancy Controls	The Watt Stopper, Lutron, Cooper Controls	
Floor Raceway System	Walker Cellular System	
Lighting		
Exit Signs	SureLite- ES61-2/Batt/Brush/A/R/AR Series, AtLite Encore Ltg.	
Downlights	Edison Price - LED/FTD/5DL/L11 /1,100 lumens, Lightolier/Philips Or Kurt Versen	
Pendants	Selux, Axis, Philips	
2x2, 2x4	Ledalite- 3622/D2/ST/L/B-30/S/1 3,000 lumens (8 ft. on center corridor spacing)	
Lamps (Fluorescent and LED Retrofit)	Philips, GE, Osram, Sylvania	T5, T8 Fluorescent Lamps

APPENDIX A

**55 WATER STREET
APPROVED MEP CONTRACTORS**

(LANDLORD TO PROVIDE SEPARATELY)

APPENDIX B

55 WATER STREET DOG RULES & REGULATIONS¹

1. Tenants must formally notify the landlord in writing that the tenant is allowing their employees to bring dogs into their tenant space. In addition, tenant must maintain liability insurance against bodily injury and property damage caused by the presence of dogs in the tenant's space. Tenant shall provide evidence from its insurance carriers that the presence of dogs at the tenant's space does not negate the tenant's business interruption or property damage coverage.
2. Tenant shall require its employees to provide evidence that dogs accessing the building are licensed and vaccinated. Upon the request of the Tenant and proof of state licensing, Landlord shall issue a Building ID to all dogs approved to enter the Building. Building ID's must be renewed annually.
3. Landlord shall have the right, at any time upon request, to cause the tenant to deliver evidence of continuing licensing and vaccinations of any dog entering the Building.
4. Dogs in excess of 50 pounds are prohibited from the Building.
5. At no time shall the number of dogs in any tenant's space at any one time exceed five (5) dogs per full floor. For partial floor tenants, the number of permitted dogs will be limited at landlord's discretion.
6. Any observed aggressive or uncontrollable behavior, such as growling, barking, chasing, biting or any behavior which impacts other tenants or occupants of the Building will result in the dog being removed from the Building. Any dog that bites or nips someone will be removed and not permitted back in the Building. Landlord will have the final say on matters of this nature.
7. Any dog with excessive odors or discharges will not be permitted into the Building.
8. Dogs are not permitted on the Elevated Acre or in Veteran's Plaza.
9. All dogs must always be attended to and leashed when outside the tenant's space, including in the Building's outside arcades and plazas. No dogs are permitted to remain overnight in the Building.

¹ These Rules and Regulations do not apply to dogs that qualify as Service Animals under the ADA, NY Civil Rights Law or other applicable laws and regulations.

10. Tenants are required to clean up after their dogs whether in the tenant space, Building loading dock and entrance, arcade, plaza, area parks, sidewalks and streets.
11. Any dog “accidents” may result in the dog not being permitted back in the Building.
12. Dogs with evidence of fleas, ticks or other infestation must be removed from the Building and shall not return until the issue has been alleviated.
13. Tenants shall be responsible for the cost of all cleaning, pest control (e.g. treatment for ticks and fleas), and all other items associated with or resulting from their dogs.
14. Dogs are not permitted anywhere in the Building other than the loading dock entrance path, freight elevator lobby, the freight elevator and the tenant space.