Rules and Regulations

- 1. **Common Areas.** Common areas shall be used for ingress and egress and shall not be obstructed. Landlord may control and prevent access to these areas to maintain the safety, character, reputation or interests of the Building. Nothing shall be swept or thrown into the corridors, halls, elevators or stairways.
- 2. **Signs.** Except as provided in Section 29.L of the Lease, all signs or similar items ("Signs") and their installation must be approved by Landlord and interior Signs shall not be visible from the exterior of the Premises.
- 3. Windows and Doors. Windows and door coverings must be approved by the Landlord. Interior decorations to the Premises not visible from the exterior of the Building do not require Landlord approval. Articles shall not be placed or kept on the windowsills, terraces, glass partitions or doors. Windows and doors that reflect or admit light or air into the halls, passageways or other public places in the Building are not to be obstructed.
- 4. **Contractors.** Only a Landlord approved contractor may perform services in the Building. The Tenant maintains responsibility for all actions of these contractors.
- 5. **Security.** At the end of each day, the doors of the Premises shall be locked by Tenant or Tenant's employees.
- 6. Utilities. Tenant shall not waste electricity, water, heating, air-conditioning or any other resources. No heating, air-conditioning unit or other similar apparatus shall be installed or used by Tenant without the prior written consent of Landlord.
- 7. Locks. Tenant shall not alter or install any locks, bolts or access devices on any door of the Premises without the prior written consent of Landlord.
- 8. Access. Unless otherwise agreed in writing, Landlord shall furnish Tenant five (5) keys to the Premises. Tenant shall not make or have made copies of any keys or card-keys furnished by Landlord. Tenant shall, upon the expiration or sooner termination of its tenancy, deliver to Landlord all of such keys, card-keys and/or any other keys relating to the Premises. In the event of the loss of any keys furnished by Landlord to Tenant, Tenant shall reimburse Landlord for costs incurred by Landlord in connection with the loss of such keys.
- 9. **Restrooms.** Tenant shall be responsible for any loss, cost or expense relating to any breakage, stoppage or damage of the toilet rooms, toilets, urinals, washbowls, plumbing fixtures and any other Building apparatus resulting from the improper use of any such items by Tenant, its employees, invitees or licensees.
- 10. **Kitchen.** Tenant shall not permit any cooking on the Premises (except for equipment customarily used in similar office buildings for the preparation of coffee, tea, hot chocolate and similar beverages, and for the heating of foods). If the Premises becomes infested with vermin or pests, Tenant, at its sole cost and expense, shall have such pests exterminated by Landlord approved exterminators.
- 11. **Communications.** Tenant shall not install any radio or television antenna or other device on the roof or exterior of the Building. Tenant shall not interfere with any radio or television broadcast or reception from within the Building.

- 12. Common Areas. Tenant shall not permit its employees, licensees and invitees to loiter around the common areas of the Building.
- 13. Elevators. Tenant may use the freight elevator, subject to reasonable scheduling by Landlord. No furniture, freight, equipment, materials, supplies, packages, merchandise or other property shall be received in the Building or carried up or down the elevators, except between such hours and in such elevators designated by Landlord. The tenants assume all risks and shall indemnify and hold Landlord harmless against claims of damage to articles moved and injury to third parties or persons engaged in such movement.
- 14. Floor Load. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot (i) the floor was designed to carry (ii) prescribed by Landlord, or (iii) allowed by applicable law. Tenant shall bear the reasonable fees of any structural engineer hired by Landlord in connection with determining compliance with the previous sentence. Landlord shall not be responsible for loss of or damage to any safes or other heavy objects for any cause and all damage done to the Building by moving or maintaining of any such items shall be repaired at the expense of Tenant.
- **15. Machinery and Equipment.** Only machinery considered usual and standard for general office use shall be operated by any tenant within the Building.
- 16. **Decorations.** Tenant shall not mark, nail, screw or drill into the partitions, ceilings or floors of the Premises or in any way deface the Premises except for normal and customary interior decorations.
- 17. Vending Machines. Tenant shall not install, maintain or operate on the Premises any vending machine without the prior written consent of Landlord.
- 18. Animals. No animals (other than those assisting the handicapped), including reptiles, birds or fish (or aquariums) shall be allowed in the Building without the prior written consent of Landlord.
- **19. Items with Wheels.** No scooters, roller skates, roller blades, bicycles, and no other vehicles of any kind or other items with wheels shall be brought into and operated within the Building. Bicycles and vehicles may only be parked in areas designated for such purpose.
- 20. Trash. Tenant shall store all of its trash and garbage within the interior of the Premises. No materials shall be placed in the Building's trash boxes or receptacles if such material is of such a nature that it may not be disposed of in the ordinary and customary manner, or if such an act would violate any applicable law governing such removal and disposal.
- 21. **Solicitation.** Canvassing, soliciting, distributing of handbills or any other written material, and peddling in the Building are prohibited. Tenant shall not engage in office-to-office solicitation of business from other tenants or occupants of the Building.
- 22. Exclusions from Building. Landlord may exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of these Rules and Regulations.
- 23. **Safety.** Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established for the Property. No firearms or weapons of any kind are allowed within the Premises or the Building.

- 24. **Visitors.** No tenant shall invite to its premises, or permit the visit of, persons in such numbers or under such conditions to interfere with the use and enjoyment of the common areas or other facilities of the Building by other tenants.
- 25. **Tenant's Property.** Landlord will not be responsible for lost or stolen personal property, money or jewelry from any tenant's premises or public or common areas regardless of how such loss occurs. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage.
- 26. Landlord's Employees. Employees of Landlord shall not perform any work for Tenant or do anything outside of his or her regular duties unless under special instructions from Landlord.
- 27. Advertising. Tenant shall not advertise or permit any advertising which, in Landlord's opinion, tends to impair the reputation of the Building as a first class building. Upon written notice from the Landlord, Tenant shall refrain from or discontinue any such advertising.
- 28. Waiver. Landlord may waive any of these Rules and Regulations for the benefit of any particular tenant or occupant of the Building in any particular instance; however, no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations with respect to any other tenant or occupant thereof. Any revised rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon such tenant.
- 29. Sales. Except with the prior written consent of Landlord, no tenant shall sell or permit the sale of newspapers, magazines, periodicals, theater tickets or other goods or merchandise in or on its premises.
- 30. **Recycling and Waste Disposal.** Tenant shall comply with rules established by Landlord from time to time with respect to recycling and waste disposal.
- 31. **Traffic Management.** Tenant shall comply with traffic management and rapid transit rules established by Landlord from time to time.
- 32. **Smoking.** Neither Tenant nor any of its employees, agents, contractors, invitees or customers shall smoke in any area designated by Landlord (whether through the posting of a "no smoking" sign or otherwise) as a "no smoking" area. In no event shall Tenant or any of its employees, agents, contractors, invitees or customers smoke in the hallways or bathrooms of the Building, within 25 feet of any Building entrance or within any level of the parking garage. Landlord reserves the right to designate, from time to time, additional areas of the Building and the Property as "no smoking" areas and to designate the entire Building and the Property as a "no smoking" area.
- 33. Vehicles. For purposes of these Rules and Regulations, "Vehicles" mean normal size passenger vehicles, motorcycles and pickup trucks. No motorized or non-motorized vehicle or trailer, other than a Vehicle, may be parked at the Building. Vehicles that are inoperable or in a state of disrepair may not be parked at the Building. Tenant will not permit or allow any Vehicles that belong to or are controlled by Tenant or its employees, subtenants, contractors, suppliers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. Tenant will cooperate with Landlord to avoid use of the Building parking areas in violation of its Lease and shall cooperate with Landlord in implementing procedures to avoid excess use.

- 34. **Parking Pass.** A valid parking pass issued by the management office and is required for parking in all reserved, unreserved, garage and surface stalls. Parking passes are to be displayed where they are easily visible through the front windshield of the vehicle.
- 35. **Visitor Parking.** Spaces marked as "2-Hour Visitor Parking" are for the use of clients, patients and visitors to the building for a maximum of 2 hours. This time limit may not be circumvented by moving a vehicle from one space to another within the visitor parking area.
- 36. **Parking Pass Possession**. All parking passes shall remain property of the Landlord. Any parking pass in the possession of an unauthorized holder will be void. Loss or theft of any parking pass must be reported to the management office immediately. Any passes reported as lost or stolen found to be in the possession of an unauthorized person shall be confiscated and the holder subject to revocation of parking privileges.
- 37. **Towing.** At no time shall Tenant arrange directly for the towing of a vehicle from anywhere on the property. Tenant shall notify the management office of any improperly parked vehicles. Landlord reserves sole authority for the towing of any vehicles.
- 38. Vehicle Damage. Vehicle owners are responsible for securing their own vehicles. Landlord is not responsible for damage by vandalism, or by fire, water or any other cause, to any vehicle or for theft from or of any Vehicle.
- 39. **Violations.** Vehicles parked in violation of any of the guidelines stated in these Rules and Regulations or in violation of posted signs or markings will be subject to receiving a warning slip, being ticketed and towed at the Vehicle owner's expense. Landlord reserves the right to refuse to issue parking passes to Tenant or any of its agents, employees, contractors, suppliers or invitees who knowingly or willfully refuse to comply with these Rules and Regulations or applicable laws.

These Rules and Regulations are provided as a general guideline. Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgement may from time to time be necessary for the safety, care and cleanliness of the Building and its occupants and for the preservation of good order therein. Please refer to your lease for information specific to your tenancy. In the event of any conflict between the Rules and Regulations and the Lease, the Lease shall control.