

RULES AND REGULATIONS

1. Smoking, whether cigarettes, cigars, or otherwise, is prohibited at all times (i) within the Building (including but not limited to the Premises and the Common Areas within the Building) and (ii) at or in all interior or exterior areas of the Building, the Common Areas, the Land, or the Complex.
2. Tenant shall not obstruct, or use for any purpose other than ingress and egress, any sidewalk, hall, passage, exit, entrance, elevator, or stairway (collectively, "Access Areas"). The Access Areas are not intended for use by the general public and Landlord shall have the right at all times to control and prevent access thereto by all persons whose presence, in the reasonable judgment of Landlord, is prejudicial to the safety, character, reputation, or interests of the Building; provided, however, that nothing herein shall be construed to prevent access by persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal, immoral, or improper activities. Tenant and the Tenant Parties shall not be allowed access to the roof of the Building except as otherwise specifically provided in the Lease.
3. No sign, picture, placard, name, advertisement, or notice (each, a "Sign"), visible from the exterior of the Premises, shall be inscribed, painted, affixed, installed, or otherwise displayed by Tenant within the Premises or on any part of the Building without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion. Landlord shall have the right, without notice and at Tenant's sole cost and expense, to remove any unapproved Sign. Only contractors approved by Landlord may install approved Signs. Installation of Signs shall be at Tenant's sole cost and expense.
4. Except as otherwise approved as part of Tenant's Work, no curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung, or placed in or used in connection with, any window or door in the Premises without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole discretion). All such items may only be installed in such a manner that they shall in no way be visible from the exterior of the Building. Tenant shall not place or keep any articles (i) on the windowsills so as to be visible from the exterior of the Building, or (ii) placed against glass partitions or doors that might appear unsightly from outside the Premises.
5. Landlord reserves the right to exclude from the Building all persons who are not a Tenant Party. For example, Landlord reserves the right to 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 the Rules and Regulations. Landlord shall not be liable for any damages for excluding any person from the Building. Landlord reserves the right to evacuate the Building and/or prevent access to the Building during a *Force Majeure* Event.
6. Tenant shall not engage or allow any janitorial service or person other than the janitorial service or staff engaged by Landlord to clean the Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion. Landlord shall not be responsible for loss or damage to any property of Tenant or a Tenant Party, regardless of cause. Landlord shall not be responsible for the failure to provide janitorial services to the Premises if Landlord is precluded from providing such janitorial services because the Premises are occupied or being used after Normal Business Hours.
7. Tenant shall ensure, before leaving the Premises each day, that all doors to the Premises are closed and securely locked, that all water faucets or water apparatus are shut off, and that the utilities (if ap-

plicable) are shut off. Tenant shall keep the door(s) to the Building corridors, stairwells, and rest rooms closed at all times except for ingress and egress.

8. Tenant shall not waste electricity, water, or air conditioning, shall cooperate fully with Landlord to assure the most effective operation of the Building's HVAC system, and shall refrain from adjusting any controls. Tenant shall keep window coverings in the Premises closed when the effect of sunlight or cold weather would impose unnecessary loads on the Building's HVAC system.
9. Tenant shall not alter any lock or access device or install a new or additional lock or access device to any door within the Premises. Tenant shall not make or have made additional copies of any keys or access devices provided to Tenant by Landlord. Tenant shall, upon the expiration or earlier termination of this Lease, deliver to Landlord all keys or access devices for the Building and its facilities. Tenant shall reimburse Landlord for the cost to replace any keys or access devices lost by Tenant.
10. The toilet rooms, toilets, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including coffee grounds, shall be thrown therein.
11. Tenant shall not use or keep within the Premises or the Building any kerosene or gasoline. Tenant shall not use any method of heating or air conditioning other than the Building's HVAC system.
12. Except for animals used to assist the disabled, animals are not allowed in the Building or the Premises.
13. Tenant shall not use the Premises for cooking or otherwise preparing food or for lodging or residential purposes; provided, however, that Tenant may use Underwriter's Laboratory approved microwave ovens to heat food items, ice machines, cold beverage machines, vending machines, and equipment for the preparation of coffee, tea, hot chocolate, and similar beverages.
14. Except with the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, Tenant shall not sell or permit the sale of newspapers, magazines, periodicals, theater tickets, movie tickets, lottery tickets, or any other goods or merchandise within the Premises. Tenant shall not install an ATM within the Premises. Tenant shall not use the Premises for a stenography, typewriting, printing, photocopying, or similar business, for the storage of merchandise or the manufacture of any item, or as a barbershop or beauty parlor. Tenant shall not accept barbering or shoe shine services in the Premises except from persons authorized by Landlord to provide such services.
15. Tenant shall comply with Landlord's reasonable installation instructions if Tenant requires telegraphic, telephonic, burglar alarm, or similar services. Landlord will direct electricians as to where and how telephone, telegraph, and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes, and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.
16. Tenant shall not use or permit the Premises to be used for any purpose that, in Landlord's reasonable opinion, creates a nuisance or disturbs any other tenant or occupant of the Property (e.g., emitting from the Premises foul or noxious odors, loud noises, vibrations, etc.).
17. If Tenant desires to perform any work or install any cabling, equipment, or other items in the ceiling area above another tenant's premises ("**Ceiling Work**"), then Tenant must, in addition to complying

with any other obligation set forth in the Lease related to the Ceiling Work, obtain the prior written consent of such other tenant for the Ceiling Work (Landlord shall have no liability if Tenant is unable to obtain such consent). In addition, Tenant shall comply with any reasonable requirements imposed by Landlord for the Ceiling Work (e.g., scheduling the Ceiling Work after Normal Business Hours, taking measures to protect the property of the other tenant, providing security officers to oversee the Ceiling Work, cleaning up during and after the Work, and restoring any damage resulting from the Ceiling Work, etc.).

- 18.** Tenant shall not install any radio or television antenna, loudspeaker, or any other device on the exterior walls or the roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception at the Building.
- 19.** Tenant shall not install linoleum, tile, carpet, or any other floor covering so that the same is affixed to the floor of the Premises in any manner that has not been approved by Landlord prior to installation. Tenant shall reimburse Landlord for all costs incurred by Landlord to remove any such floor covering.
- 20.** No furniture, freight, equipment, materials, supplies, packages, merchandise, or other property will be received in the Building or carried up or down the elevators except during such hours and in such elevators as Landlord designates. Landlord shall have the right to prescribe the weight, size, and position of all safes, furniture, files, bookcases, or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by Landlord to be necessary to distribute properly the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment, or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment, or other property shall be repaired at Tenant's expense. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant may move equipment, safes, etc., in or out of the Building only by a contractor approved by Landlord.
- 21.** Tenant shall not place a load upon any floor of the Premises that exceeds the load per square foot that such floor was designed to carry and which is allowed by applicable Governmental Regulations. Tenant shall not mark, drive nails, screw, or drill into the partitions, woodwork, or plaster or otherwise deface the Premises.
- 22.** Tenant shall not use any hand truck, cart, dolly, pallet jack, lift, or other material transportation device that does not conform to the transportation device standards set by Landlord from time to time (a copy of such standards is available upon request). Bicycles, Segways, scooters, skateboards, and other personal transportation devices are prohibited in the Building and the Premises except in areas specifically designated for securing such personal transportation devices (e.g., a bicycle rack).
- 23.** Tenant shall store all its trash and garbage within the interior of the Premises. Tenant shall not place any material in the trash boxes or receptacles that cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without violation of applicable Governmental Regulations. All trash, garbage, and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

24. Tenant shall not canvass, solicit, distribute handbills or other written materials, or peddle at the Property. Tenant shall cooperate with Landlord in preventing others from engaging in any such activities.
25. Without the prior written consent of Landlord, Tenant shall not use the name or likeness of the Building or its components in connection with or in promoting or advertising the business of Tenant; provided, however, that Tenant may use the name of the Building as part of its address.
26. Tenant shall comply with all energy conservation, safety, fire protection, and evacuation procedures and regulations established by Landlord or any governmental agency.
27. No weapons (concealed or otherwise) are allowed in the Building.
28. An authorized individual will attend to the requirements of Tenant only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employees will admit any person (tenant or otherwise) to any office without specific instructions from Landlord.
29. Tenant may install wallpaper or vinyl fabric materials on painted walls using only a strippable adhesive. If Tenant uses a non-strippable adhesive, Tenant shall reimburse Landlord for any cost or damages arising therefrom.
30. Tenant shall refer to Landlord for Landlord's supervision, approval, and control all contractors, contractor's representatives, and installation technicians rendering any service to Tenant in the Building, including but not limited to the installation of telephones, telegraph equipment, and other electrical as well as any installation of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment, or other physical portion of the Premises or Building. Tenant shall ensure that its contractors, vendors, suppliers, etc., comply with the contractor rules and regulations established by Landlord from time to time (a copy of such rules and regulations is available upon request).
31. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to promptly.
32. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.
33. Landlord reserves the right to make such other reasonable rules and regulations as in its judgment may from time to time be needed for the operation and maintenance of the Building. Tenant shall abide by all Rules and Regulations adopted by Landlord after written notice thereof. Tenant shall be responsible for the observance of all Rules and Regulations by the Tenant Parties. If there is a conflict between the Rules and Regulations and the terms of the Lease, the terms of the Lease shall control.