## **RULES AND REGULATIONS**



- 1. **Use of Common Areas** Sidewalks, doorways, vestibules, halls, stairways, entrances, and similar areas shall not be obstructed or used as a waiting or lounging place or for any other purpose by tenants or their officers, agents, servants, invitees, licensees, visitors, and employees, or used for any purpose other than ingress and egress to and from the leased premises and for going from one part of the Building to another part of the Building.
- 2. Egress Obstruction The placing of an obstruction such as furniture, boxes, refuse, or any other items on or in sidewalks, doorways, vestibules, halls, stairways, or similar areas outside a tenant's premises is prohibited. All tenants shall cooperate with building employees in keeping the premises neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairwells. Public corridor doors shall never be propped open and, when not in use, shall be kept closed and after building hours, shall be kept locked.
- Equipment Obstruction Nothing shall be placed adjacent to mechanical or electrical closets or access panels or over air conditioning outlets that interferes with function or access. The cost of moving any items to obtain access or restore proper function shall be payable by the tenant.
- 4. **Notice of Accidents, Incidents, Injuries, or Deficiencies** Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning, plumbing, electrical facilities or any part or appurtenance of the leased premises or building. Tenant will promptly report any injuries or accidents that occur in the building to Landlord.
- 5. **Service Requests** All service requests are to be reported promptly and directly to Landlord, or Landlord's designated agent, during normal business hours, excepting emergency calls which should be reported immediately at any time. Requests should be made to the property management office and not to passing by property personnel.
- 6. Building Evacuation and Access Limitation Landlord has the right to evacuate the Building in event of emergency or catastrophe. Any part of the property may be closed off or evacuated by Building Management in the event of an emergency or catastrophe, or in response to instructions by law enforcement officials or emergency personnel. Tenants shall cooperate in such situations. In case of invasion, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during continuance of same. Landlord shall in no case be liable for damages for the admission or exclusion of any person to or from the Building. Tenant, their agents, servants, or employees, shall not (a) go on the roof of the building, (b) enter mechanical, electrical, service, or storage areas, (c) use the freight elevator for passenger-only traffic, or (d) use any additional method of heating or air conditioning.
- 7. Access to the Premises The public or common areas of the property may be closed off in whole or part from time to time, or at any time so long as reasonable access to leased

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premises is not denied. Any person may be denied access to the common or public areas who is engaged, or is reasonably believed to be about to engage, in any activity that is harmful, disreputable, dangerous, illegal or that otherwise interferes with the pleasant, safe, and convenient use and enjoyment of the public and common areas of the property.

- 8. **Emergency Planning Cooperation** Tenants shall actively participate in the building's emergency response plan including establishing fire and emergency evacuation plans, appointing tenant wardens, attending training presentations, conducting fire evacuation drills, and meeting other similar or related requirements of regulatory authorities or insurance underwriters.
- 9. **Ceiling Clearance** No furniture, boxes, shelves, or the like may impede upon the eighteen (18) inch clearance from the finished ceiling. Obstruction renders the fire sprinklers less effective and is against fire code.
- 10. **Trash Management** Initial move-in trash, including but not limited to packing crates, is not considered an Operating Expense and may not be left for janitorial. Landlord shall, upon request from tenant, remove same, at tenant's sole cost and expense. Trash containers are to be contracted for and maintained by Landlord. Trash will be disposed of in accordance with the Landlord's waste and recycling programs. The exterior areas immediately adjoining the leased premises shall be kept clean and tenant shall not place or permit any obstructions or merchandise in such areas. Furthermore, the freight elevator lobby is not a permitted location for refuse.
- 11. Locks No tenant shall have any keys made for the leased premises; nor shall any tenant alter any lock or install new or additional locks, on any door of the Premises without the prior written approval of Landlord. All tenant door locks will be configured to accommodate the Building Master keying system. In the event of such alteration or installation, and approval by Landlord, the tenant making such alteration shall supply Landlord with a key for any such lock. Each tenant, upon the expiration or termination of its tenancy, shall deliver to Landlord all security access cards and keys in any such tenant's possession for all locks in the building.
- 12. **Plumbing Equipment** Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweepings, rubbish, rags, coffee grounds or other unsuitable material shall be thrown or placed therein. The cost of repairing any stoppage or damage resulting to any such fixtures, or appliances from misuse on the part of tenant or such tenant's officers, agents, servants, and employees shall be paid by such tenant.
- 13. **Signage** No signs, posters, placards, stickers, advertisements, or notices shall be painted, posted, or affixed on any of the windows, or doors, or other part of the Building, except those first approved in writing by Landlord. Landlord may remove all unauthorized signs or other items without notice at the tenant's expense. The windows are not to have anything affixed to them nor may they be used as a white board. Building standard suite identification

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- signs (and / or vinyl lettering for glass entrances) will be prepared by a signage vendor approved by Landlord. The cost of building standard signs is the responsibility of Tenant.
- 14. **Mitigation of Hazards and Compliance with Law, Ordinances, and Codes** Tenants shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules, or regulations of any governmental authority.
- 15. **Windows and Window Treatments** No curtains, blinds, shades, screens, coverings, or projections of any nature shall be attached to or hung in, or used in connection with any door, window, or wall of the premises of the building without the prior written consent of Landlord. No articles shall be placed or kept on windows or window sills so as to be visible from the exterior of the Building.
- 16. **Noises & Odors** Activities that produce noise or cause odor outside a tenant's premises or disrupt other tenants are prohibited.
- 17. **Restriction of Flammable Materials** The use or storage of flammable or explosive fluids or substances (including natural Christmas trees and ornaments) is prohibited. Tenants shall not use or keep in the Building any inflammable or explosive fluid or substance, or any illuminating material, unless it is battery powered and UL (Underwriter's Laboratories) approved.
- 18. **Ban on Space Heaters** The use of space heaters, fans, or other air conditioning equipment that is not part of the building's heating and air conditioning system is prohibited. Adjusting thermostats is prohibited.
- 19. **Above Standard Tenant Equipment Use** The operation of machinery or equipment of any kind, other than ordinary office machines and equipment (such as computers and copiers) is prohibited. The operation of equipment that causes electromagnetic transmissions is prohibited. Without written consent of Landlord, no equipment of any kind shall be operated in the leased premises that could in any way annoy or harm another tenant.
- 20. **Moving and Deliveries** All deliveries or shipments of any kind to and from the leased premises, including loading and unloading of goods, shall be made only by way of the loading dock and freight elevator and always at the Tenant's sole responsibility and risk. All access to and use of the loading dock facilities, and all movement of furniture, equipment, supplies, or other items through the building, shall be scheduled in advance with the Landlord. The Landlord may require that such access, use, or movement take place in compliance with requirements that the Landlord considers appropriate on days or at times (which may be after building hours). No one shall be allowed to make any deliveries, perform any services, or do any maintenance, repair, installation, or other work unless that person has first been

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- approved by Landlord. Tenant is required to provide Landlord with a Certificate of Insurance evidencing the required coverage and naming Landlord as an Additional Insured prior to Contractor / Vendor's arrival at the Building.
- 21. **Damage to Elevators** Only hand trucks equipped with rubber tires and side guards or other material handling equipment approved by Landlord shall be used within the Building. Hand trucks and carts are not allowed on the passenger elevators. Tenants must use freight elevators to move equipment, supplies, and files from floor to floor. Pallet jacks are not allowed on the elevators or within the Building beyond the loading dock.
- 22. **Construction Coordination with Landlord** Tenant shall obtain prior written Landlord approval for all contractors, contractor representatives, and installation technicians prior to the commencement of work performed in the Building, including the installation of telephones, telephone equipment, electrical devices, and the attachment and installation of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment, or any other physical portion of the building.
- 23. **Cabling, Wiring, and Communications** No telegraphic, telephonic, annunciator, cabling, or wiring or communication devices shall be installed in connection with any leased premises without prior approval of Landlord. Such installations, and the boring, coring, cutting, or pulling of or for wires, shall be made at the sole cost and expense of tenant and under control and direction of Landlord. All such wires used by tenants must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Building, with (i) the number of the premises to which said wires serve, (ii) the purpose for which wires are used, and (iii) the name of the company operating same.
- 24. **Energy Conservation** Tenant shall not waste electricity, water, heating, or air conditioning, or other utilities or services and agrees to cooperate with Landlord to promote an energy efficient operation at the Property. Tenant shall not obstruct, alter, or impair the efficient operation of the HVAC system and equipment and shall not place any item so as to interfere with air flow. Tenants shall turn off lights, water faucets, cooking appliances, coffee makers, and appropriate office equipment when leaving for the day or when otherwise not in use. Tenant shall keep blinds in the down position to maintain comfortable temperatures within the Premises and to reduce building energy consumption. Unless due to misuse or abuse by Tenant, Landlord will repair / replace any blinds that do not function properly.
- 25. **Pest Control** If tenant's premises becomes infested with insects and / or vermin, tenant is to contact Landlord who will have the problem treated by a professional exterminator at tenant's sole cost and expense. Tenant will cooperate with pest control efforts by maintaining proper trash control.
- 26. Lodging and Cooking Restrictions —Tenant shall not use the leased premises for: (i) lodging or sleeping (ii) cooking, except the use by Tenant of Underwriter's Laboratory (UL) approved equipment for brewing coffee, tea, hot chocolate, and similar beverages. UL approved

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microwave ovens are also permitted. Any water cooled or coffee machines in leased premises must be installed with copper-tubing or braided tubing only; no polyurethane tubing is permitted. Any water leaks and resulting damage from the use of non-copper tubing is an expense which will be borne solely by the tenant.

- 27. **No Smoking** This Building is a non-smoking facility. Smoking, including e-cigarettes, cigars, and vaping, are prohibited at all times within the entire Building, including leased premises, as well as common areas. Smoking is only permitted in designated smoking areas and away from the building entrances.
- 28. **Bicycles** Bicycles, scooters, roller blades, other two or three wheeled vehicles and modes of transportation, excluding wheelchairs or other medically necessary devices, are not allowed in the building and shall only be parked in designated areas.
- 29. **Photography** Photography is not permitted in building common areas, including the lobby, concourse, and sky lobbies, without prior written permission from the Landlord.
- 30. Landlord Access to Premises Landlord or its agents or employees may enter the Premises to examine the same or make repairs, alterations, or additions, as Landlord deems necessary for the safety, preservation, or improvement of the Building. Except in emergencies, Landlord will provide Tenant with reasonable prior notice of entry, which may be verbal.
- 31. **Pets and Animals** Animals, except for service animals, are prohibited. No birds, reptiles, or any other creatures, shall be brought into or kept in or about the Building. Aquariums require prior written approval from the Landlord.
- 32. **Solicitation Restrictions** Canvassing, soliciting, distributing of hand bills or other written material, and peddling are prohibited. Tenants shall cooperate with Landlord in prevention and elimination of same by reporting it to Landlord.
- 33. **Retail Sales** Retail sales are permitted only by tenants of the retail area of the building (as established by Landlord from time to time).
- 34. **Bankruptcy & Liquidation Sales** Bankruptcy and liquidation sales anywhere on the property are prohibited. The sale or distribution of food or beverages is prohibited except by tenants having lease rights to do so.
- 35. Overloading of Floors Tenant shall not place a load upon any floor in its premises which exceeds the load per square foot which such floor was designed to carry. Landlord shall prescribe the weight, location, and position of safes or any other heavy equipment which may overstress any portion of the floor. Any damage done to the Building by the improper placing of heavy items which overstress the floor will be repaired at the sole expense of the tenant. Tenant shall notify Landlord when safes or other equipment are to be taken into or

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out of the Building. Moving such items shall be done under the supervision of Landlord upon receipt of Landlord approval.

Whenever the word "tenant" occurs, it is understood and agreed that it shall also mean tenant's associated employees, agents, invitees, licensees, visitors, and any other person entering the building or the leased premises under the express or implied invitation of tenant. Tenant shall cooperate with Landlord to assure compliance by all such parties with Rules and Regulations.

Whenever the word "Landlord" occurs, it is understood and agreed that it shall also mean Property Management, Property Manager, Security, or anyone else charged with enforcing the Rules and Regulations on behalf of Landlord.

Landlord reserves the right to make reasonable amendments, modifications, changes, and additions to the Rules and Regulations as in Landlord's sole judgement may be needed from time to time. Notice thereof given to tenant shall be binding in like manner as if originally herein prescribed. Unless specifically stated to the contrary, all rules apply everywhere on property, to every tenant, and to their employees and invitees. The Landlord may waive these rules, but no waiver shall be effective unless it is in writing. Any waiver shall extend only to the circumstance specifically described and may be given, if at all, only on such conditions as Landlord considers convenient or desirable. In the event of any conflict, inconsistency, or other difference between these Rules and Regulations and any lease, the provisions of the lease shall control.

\*\*END\*\*

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