

Rules and Regulations of the Property
(which constitute a part of the Lease)

Tenant shall comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the failure of any other tenant or occupant of the Building to comply with any of these Rules and Regulations. Unless otherwise defined herein, capitalized terms used below shall have the same meanings as are given them in the Lease. All authority exercisable by Landlord under these Rules and Regulations may be exercised by the property manager (“Property Manager”) as Landlord’s agent.

1. Locks; Keys. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord’s prior written consent, which shall not be unreasonably withheld or delayed. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two (2) keys shall be furnished by Landlord for the Premises, and two (2) keys for the Building entry doors if necessary for Premises access, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Landlord agrees to furnish promptly any keys requested by Tenant.

2. Doors Opening to Public Corridors. All doors opening to public corridors or the exterior shall be kept closed at all times except for normal ingress to and egress from the Premises.

3. Securing Doors; Admission to Building. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during the hours when comparable buildings in the general vicinity of the Building are customarily closed and locked. When entering or departing after the entrance and exit doors are locked, Tenant and Tenant’s employees and agents shall ensure that the doors to the Building are securely closed and locked. No permanent master keys, utility room keys or roof access keys shall be issued to anyone except by specific agreement with Landlord. Such keys may be checked out by tenants or their agents or contractors on request, but shall be returned promptly. If Landlord has taken and followed reasonable security procedures and has otherwise acted in good faith, Landlord and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building of any person. Landlord reserves the right, in the event of invasion, acts of war, mob, riot, public excitement, or other commotion, to prevent access to the Building or Property during the continuance of that event by any means it considers appropriate for the safety and protection of life and property.

4. Deliveries; Heavy Furniture and Equipment. No furniture, freight, or equipment of any kind may be brought onto the Property or into the Building without prior notice to Landlord, except in the ordinary course of Tenant’s business. All moving activity into or out of the Building must be scheduled with Landlord and done only at the time and in the manner designated by Landlord. Service deliveries (other than messenger services) shall be made only between the hours of 6 a.m. and 6 p.m., Monday through Friday. Landlord may prescribe the weight, size, and position of all safes and other heavy property brought into the Building and the times and manner of moving those items within and out of the Building. If considered necessary by Landlord, safes and other heavy objects shall be placed on supports that are adequate to

distribute the weight properly. Landlord shall not be responsible for loss of or damage to any safe or property unless the loss or damage results from Landlord's gross negligence or willful misconduct. Any damage to any part of the Building or to its contents, occupants, or visitors caused by moving or maintaining any safe or other property referred to in this clause shall be the sole responsibility and expense of Tenant.

5. **No Disturbance of Other Occupants.** Tenant shall not disturb, solicit, or canvass any occupant of the Property and shall cooperate with Landlord and Landlord's agents to prevent those actions.

6. **Use of Restrooms; Responsibility for Damage.** The restrooms, 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 shall be put into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by the tenant who caused, or whose employees or agents caused, the breakage, stoppage, or damage.

7. **Restrictions on Defacement of Premises.** Tenant shall not mark, drive nails or screws into, apply tape or adhesives to, or drill into the partitions, woodwork, or plaster; or in any way deface the Premises or any part of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Nevertheless, Tenant may install nails and screws in areas of the Premises that have been identified for those business purposes by Tenant at the time those walls or partitions were installed in the Premises, and may use small, standard-type picture hanging hooks without restriction if reasonable care is taken in their installation.

8. **Inflammable or Combustible Fluids or Materials.** Tenant shall not use, or keep in or on the Premises, Building, or Property, any kerosene, gasoline, or other inflammable or combustible fluid or material, except that Tenant may use or keep such fluids or materials if:

(a) They are required for Tenant's normal business operations;

(b) Tenant notifies Landlord of the presence of those materials in the Premises; and

(c) Tenant does not keep in the Premises quantities of those substances that are greater than is necessary for Tenant's business operations.

Tenant shall store and dispose of any such materials in accordance with applicable laws, rules, regulations, fire insurance requirements, and building and fire codes.

9. **Heating and Air-Conditioning.** Tenant shall not use any method of heating or air-conditioning, other than that provided by Landlord, without Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

10. **Foul or Noxious Gases or Substances; Noise; Noninterference With Others.** Except as expressly permitted under the Lease, Tenant shall not use or keep, or allow to be used or kept, any foul or noxious gas or substance in or on the Premises, except to the extent reasonably required for Tenant's business operations and stored and disposed of in accordance with

applicable laws, rules, regulations, and codes. Tenant shall not allow the Premises to be occupied or used in a manner causing noise, odors, or vibrations that are offensive or objectionable to Landlord or other occupants of the Property. Tenant shall not interfere in any other manner with other tenants or those having business in the Building or Property.

11. Animals, Birds, and Vehicles. Tenant shall not bring into, or keep within, the Premises, Building, or Property any animals, birds, or vehicles except for:

(a) Seeing-eye dogs or other animals or vehicles required by any disabled employee or invitee of Tenant; or

(b) As permitted under Paragraph 22 of these Rules and Regulations.

12. Cooking; No Use of Premises for Improper Purposes. No cooking shall be done or permitted on the Premises, except that Underwriters' Laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate, and similar beverages for employees and visitors. This use must be in accordance with all applicable federal, state, and city laws, codes, ordinances, rules, and regulations. Food waste, coffee grounds and other refuse shall be disposed of properly and not placed in drains unless garbage disposer units are installed and operating. The Premises shall not be used for lodging, or for any improper, objectionable, or immoral purposes. Nothing in this clause shall prevent the serving of catered meals in the Premises.

13. Telephone and Other Wires. Tenant may not introduce telephone wires or other wires into the Premises without first obtaining Landlord's approval of the method and location of such introduction. Tenant shall be entitled to relocate and install additional telephone and other wires within the interior of the Premises without obtaining Landlord's consent. No boring or cutting for wires in any exterior walls, or that would otherwise affect the Building's electrical systems, shall be allowed without Landlord's consent. The location of telephones, call boxes, and other office equipment affixed to the Premises shall be subject to Landlord's prior approval. No modifications to equipment in telephone closets or cabinets shall be made by Tenant or its employees, agents or contractors without the prior consent of Landlord. Whenever Landlord's approval is required pursuant to this Paragraph, such approval shall not be unreasonably withheld or delayed.

14. Exclusion or Expulsion. Landlord reserves the right to exclude or expel from the Property any person who, in Landlord's judgment, is under the influence of alcohol or drugs or commits any act in violation of any of these Rules and Regulations.

15. Smoking and Loitering Prohibited. Tenant and Tenant's employees, agents and invitees shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators, or Common Areas of the Property for the purpose of smoking tobacco products or for any other purpose. Tenant and Tenant's employees and agents shall not obstruct those areas, but use them only as a means of ingress to and egress from the Premises. Smoking shall be confined to areas of the Property which are specifically designated for that purpose by Landlord. There shall be no smoking within the Building interior, or on the roof.

16. Operation of Electricity, Water, and Air-Conditioning; Tampering Prohibited.

Tenant shall not waste electricity, water, or air-conditioning and shall cooperate fully with Landlord to ensure the most efficient and effective operation of the Building's heating and air-conditioning system. Tenant shall not adjust any controls of the heating and air-conditioning system, or tamper with any other equipment at the Property which is not Tenant's own.

17. Disposal of Trash and Garbage.

Tenant shall store all trash and garbage within the interior of the Premises or in exterior trash boxes and receptacles provided for that purpose. Tenant shall not place or have placed in the trash boxes or receptacles any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash in the vicinity of the Building. In disposing of trash and garbage, Tenant shall comply fully with any law or ordinance governing that disposal. All trash, garbage, and refuse disposal shall be made only through entry-ways and elevators provided for that purpose and shall be made only at times designated by Landlord. Tenant, its employees and invitees shall not throw any substance or material out of the windows or doors of the Building or down the corridors, stairwells, light or air-shafts. The cost of damage or repair resulting from violation of these positions shall be borne solely by Tenant.

18. Compliance With Safety Regulations.

Tenant shall comply with all safety, occupational safety and health, fire protection, and evacuation procedures and regulations established by Landlord or by any government agency.

19. Protection of Premises.

Tenant shall assume all responsibility, including keeping doors locked and other means of entry to the Premises closed, for protecting the Premises from theft, robbery, and pilferage.

20. Awnings, Curtains, and Electrical Ceiling Fixtures.

No awnings or other projection shall be attached to the outside walls of the Building without Landlord's prior written consent, which may be withheld in Landlord's absolute discretion. No curtains, blinds, shades, or screens shall be attached to, hung in, or used in connection with any window or door of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld or delayed, but may be withheld in Landlord's absolute discretion when necessary to maintain a uniform and attractive Building exterior appearance. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent or of a quality, type, design, and bulb color approved by Landlord. Tenant shall abide by Landlord's reasonable regulations concerning the opening and closing of window coverings attached to those windows, if any, in the Premises that have a view of any interior portion of the Building or Common Areas of the Property.

21. Provision of Information to Tenant's Employees.

Tenant shall comply with requests by Landlord that Tenant inform Tenant's employees of items of importance to Landlord which relate to the Property.

22. Hand Trucks, Vehicles and Similar Equipment.

Without Landlord's prior consent, which shall not be unreasonably withheld or delayed, Tenant shall not use, in any space or in the

public halls of the Building, any hand trucks, dollies or similar equipment unless they are equipped with rubber tires and side guards or similar protection. Tenant shall not bring any other vehicles of any kind into the Building, except that forklifts and small trucks may be driven into, and forklifts stored in, warehouse areas of the Building.

23. Receipt of Deliveries; Use of Elevators. Except with reasonable advance notice to Landlord, no furniture, packages, supplies, equipment, or merchandise may be received in the Building or carried up or down in the elevators, except during the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday and in that specific elevator that Landlord shall designate.

24. Services Required by Tenant. Services required by Tenant shall be attended to only on application at the management office for the Property or at any other office location designated by Landlord. Landlord's employees shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

25. Parking. Parking shall be in stalls provided, or on the street, unless permission use other areas is specifically given by Landlord. To maximize the number of parking spaces close to the Building entrance which are available for patients, clients, customers and visitors, Tenant's employee shall park in areas designated for employee parking, if so designated by Landlord. No parking is permitted in driveways, access areas or fire lanes. Failure to comply with parking regulations may result in towing or impounding of any non-compliant vehicle at the expense of the vehicle owner.

26. Rules Changes; Waivers. Landlord reserves the right at any time and following reasonable notice to Tenant, to change or rescind any one or more of these Rules and Regulations or to make any additional reasonable Rules and Regulations that, in Landlord's judgment, may be necessary for:

(a) The management, safety, care, and cleanliness of the Premises, Building, and Property;

(b) The preservation of good order; and

(c) The convenience of other occupants and tenants in the Premises, Building, and Property.

Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants. No waiver by Landlord shall be construed as a waiver of those Rules and Regulations in favor of any other tenant, and no waiver shall prevent Landlord from enforcing those Rules or Regulations against any other tenant of the Real Property. Tenant shall be considered to have read these Rules and Regulations and to have agreed to abide by them as a condition of Tenant's occupancy of the Premises.