

RULES AND REGULATIONS
MONTGOMERY EXECUTIVE CENTER

Building Hours:

8:00 a.m. --- 6:00 p.m. WEEKDAYS

8:00 a.m. ---1:00 p .m. SATURDAYS (upon Tenant request)

Landlord recognizes the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas

2. **Common Areas.** Tenant shall not permit its employees, licensees and invitees to loiter around the common areas of the Building nor permit them to use the same for purposes of lunches, coffee breaks or other similar activities. The sidewalks, hallways, passages, exits and entrances shall not be obstructed by tenants or used for any purpose other than for ingress to and egress from their respective premises. 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.

3. **Common Area Restrooms.** Tenant shall be responsible for any loss, cost or expense relating to any breakage, stoppage or damage of the common area restrooms, toilets, urinals, wash basins, plumbing fixtures and any other Building apparatus resulting from the improper use of any such items by Tenant, its employees, invitees or licensees. The toilets, urinals and wash basins shall not be used for any purpose other than those for which they were constructed, and no rubbish, newspapers or other substances of any kind shall be thrown into them.

4. **Contractors.** Only Landlord-approved contractors may perform services in the Building. Tenant maintains responsibility for all actions of these contractors.

5. **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.

6. **Exclusions from Building.** Landlord shall in all cases retain the right to control and prevent access by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants. 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. Except as provided in the previous two sentences, no other conditions herein contained shall be construed to prevent such access to persons with whom the tenants normally deal in the ordinary course of their respective businesses, unless such persons are engaged in illegal activities.

No tenant and no employees or invitees of any tenant shall go upon the roof of the Building.

7. **Decorations.** Tenant shall not mark, drive nails, screw or drill into, paint, or any way deface the walls, ceilings, partitions or floors of the Premises except for normal and customary interior decorations.

8. **Electronic Building Directory.** The electronic directory of the Building will be provided exclusively for the display of the names and locations of Tenant and other tenants of the Building, and Landlord reserves the right to exclude any additional or other names thereon.

9. **Signs.** 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. No signs shall be attached to or placed in windows.

10. **Communications.** Tenant shall not install any aerial or satellite dish or receiver or radio or television antenna or other device on the roof or exterior of the Building, without in each instance, the prior written consent of Landlord. Tenant shall not interfere with any aerial or satellite dish or receiver or radio or television antenna broadcast or reception from within the Building.

11. **Windows and Doors.** Window and door coverings must be approved by Landlord. No awning or shade shall be affixed or installed over or in the windows or the exterior of the Premises. The windows of the Building shall not be covered or obstructed by Tenant. 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 window sills, 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.

12. **Floor Load.** Tenant shall not place a load upon any floor of the Premises which exceeds the load (i) per square foot 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. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. 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.

13. **Floor Coverings.** Tenant shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner, except as approved by Landlord. The expense of repairing any damage resulting from a violation of this rule or from the removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees, or invitees, the damage shall have been caused.

14. **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 installation and moving of such property shall be made only upon previous notice to the Property Manager of the Building. 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.

15. **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. Electrical wiring of any kind shall be introduced and connected only as directed by Landlord, and no boring or cutting of wires will be allowed except with the prior written consent of Landlord. The location of telephones, call boxes, etc., shall be prescribed by Landlord.

16. **Overtime HVAC.** Overtime heating, ventilation and air conditioning is billed on an hourly basis at Landlord's cost for supplying this service.

17. **Items with Wheels.** There shall not be used in any space, or in the public halls of the Building, either by Tenant or others, any hand trucks, except those equipped with rubber tires and side guards. No recreational items, such as manual or motorized scooters, roller skates, roller blades, bicycles, and any other recreational 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. Specifically excluded from this policy are any ambulatory devices designed to assist handicapped persons, such as wheel chairs, electric scooters, walkers, and other medically necessary devices.

18. **Keys and Locks.** Unless otherwise agreed in writing, Landlord shall furnish Tenant two (2) keys to the Premises. 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. 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 or changing the lock or locks opened by such lost key if Landlord deems it necessary to make such changes.

19. **Janitorial Service.** Tenant shall not employ any person or persons for the purpose of cleaning the Premises unless otherwise agreed to by Landlord. Except with the written consent of Landlord, no person other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning same. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Janitorial service shall include ordinary dusting and cleaning by the janitor assigned to such work, but shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services.

20. **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.

21. **Pest Control.** Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

22. **Non-Interference.** Tenant and Tenant's officers, agents and employees shall not make or permit any loud, unusual or improper noises, nor interfere in any way with other tenants or those having business with them, nor bring into nor keep any animal (other than those assisting the handicapped), including reptiles, birds or fish (or aquariums) or any bicycle, automobile, or other vehicle, except such vehicles as they are permitted to park in the parking lot, and shall park in the areas designated from time to time

for employee parking. Tenant, Tenant's employees, agents and invitees shall observe the "No Smoking in the Common Areas of the Building" policy, which shall be enforced by Landlord.

23. Tenant's Property. Landlord shall in no way be responsible to Tenant or its employees, agents, etc. for any lost or stolen personal property, money or jewelry from any tenant premises or public or common areas, however occurring, or for any damage done to the effects of Tenant or its employees, agents, etc. by the janitor or any other employee or any other person. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage.

24. Machinery and Equipment. No machinery of any kind will be allowed in the Premises or Building without the written consent of Landlord. This shall not apply, however, to customary office equipment or trade fixtures or package handling equipment. Only machinery considered usual and standard for general office use shall be operated by any tenant within the Building.

25. Trash. Tenant shall store all of its trash and garbage, including wet garbage, refuse, trash, and recyclable materials, within the interior of the Premises. No materials shall be placed in the Building's commercial trash disposal 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.

26. Parking. Tenant, its servants, employees, customers, invitees and guests shall, when using the common parking facilities, if any, in and around the Building, observe and obey all signs regarding fire lanes and no parking zones, and when parking shall always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no parking zone. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles or any belongings located therein. No vehicles shall be parked overnight.

27. Vending Machines. Tenant shall not install, maintain or operate on the Premises any vending machine or machines of any description without the prior written consent of Landlord.

28. Building Identification. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and the street address of the Building of which the Premises are a part.

29. Safety. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established for the Property. Tenant also shall provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire or security regulations. No firearms or weapons of any kind are allowed within the Premises or the Building.

30. Security. Tenant shall see that the doors of the Premises are closed and securely locked before leaving the Building and shall observe strict care and caution that all water faucets and/or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity shall be likewise carefully shut off, so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by Landlord, Tenant, other tenants, or occupants of the Building. Landlord reserves the right to close and keep locked all entrances and exit doors of the Building before and after the normal hours of operation, and during such further hours as Landlord may deem advisable for the adequate protection of said Building and the property of its tenants.

31. Additional Tenant Services. The requirements of Tenant for additional services by Landlord will be attended to only upon application by Tenant at the Building Management Office. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee will admit any person (tenant or otherwise) to any office without specific instructions from Landlord.

32. 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. Landlord reserves the right by written notice to Tenant to add to, rescind, or alter these Rules and Regulations at any time prescribed for the Building when, in Landlord's reasonable judgment, it is necessary, desirable or proper for the best interests of the Building and its tenants. Any revised rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon such tenant.

33. 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 and shall cooperate to prevent same.

34. Advertising. Tenant shall not advertise or permit any advertising which, in Landlord's opinion, tends to impair the reputation of the Building as a professional office building. Upon written notice from Landlord, Tenant shall refrain from or discontinue any such advertising.

35. 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.

36. Compliance with Laws. All city, county, state and federal ordinances shall be observed by tenants in the use of the Building and of Tenant's leased Premises. It is understood and agreed between Tenant and Landlord that no assent or consent to any waiver of any part hereof by Landlord in spirit or letter shall be deemed or taken as made except when the same is done in writing and attached to or endorsed hereon by Landlord. In the event of any conflict between these Rules and Regulations or any further or modified Rules and Regulations from time to time issued by Landlord and the Lease provisions, the Lease provisions shall govern and control.

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 judgment 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.