



## RULES AND REGULATIONS

1. No placard, banner, picture, advertisement, name, notice or other sign shall be inscribed, displayed, or printed or affixed on the Office Building or Building Project or to any part thereof, or which is visible from the outside of the Premises, the Office Building or the Common Areas without the prior written consent of Landlord. Landlord shall have the right to remove any such sign not so approved by Landlord, at the expense of Tenant. All approved signs or lettering on doors shall be printed, affixed or inscribed at the expense of Tenant by a person approved by Landlord, and shall be removed by Tenant at the time of Tenant's vacancy of the Premises at Tenant's expense.
2. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. All window coverings installed by Tenant and visible from the outside of the Office Building require the prior written consent of Landlord.
3. If a directory is provided at the Office Building for general use by tenants, it is provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom.
4. The sidewalks, passages, exits, entrances and stairways in and around the Office Building and Building Project shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The sidewalks, passages, exits, entrances, stairways and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation or interests of the Office Building or the Building Project and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal or immoral activities. Landlord further reserves the right to exclude or expel from the Office Building or Building Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Office Building.
5. No person shall go on the roof without Landlord's permission. Tenant shall not install any antenna, satellite dish, loudspeaker or any other device on the exterior of the Premises or Office Building without Landlord's prior written consent. Tenant shall not interfere with broadcasting or reception from or in the Office Building, the Building Project or elsewhere.
6. The toilets and urinals 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. Waste and excessive or unusual use of water shall not be allowed. Tenant shall be responsible for any breakage, stoppage or damage resulting from the violation of this rule by Tenant or any Tenant party.
7. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster, or in any way deface the Premises, the Office Building or the Common Areas or any part thereof. Machines or equipment belonging to Tenant which cause noise or vibration that may be transmitted outside of the Premises, to such a degree as to be objectionable to Landlord or other tenants, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, the Office Building, the Building Project or the common areas, or permit or suffer the Premises, the Office Building, the Building Project or the Common Areas to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Office Building or Building Project,

# 520 BROADWAY

including by reason of noise, odors, smoke, dust, gas, substances and/or vibrations emanating from the Premises, or interfere in any way with other tenants or those having business in the Office Building or the Building Project.

8. Tenant shall not store or permit the storage or placement of food, goods, merchandise, pallets, drums or other materials or equipment of any sort outside of the Premises nor in or around the Office Building or Common Areas. No displays or sales of merchandise shall be allowed outside of the Premises. No sale by auction shall be allowed. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease or any other tenant in the Office Building or the Building Project.

9. Tenant shall not use or keep in the Premises, the Office Building, the Building Project or the Common Areas, or place in any drainage system, any kerosene, gasoline or inflammable or combustible fluid or material or other harmful substance, or use any method of heating or air conditioning other than that supplied by Landlord except in strict compliance with the requirements set forth in this Lease.

10. Tenant shall not permit any vehicles to be washed on any portion of the Premises or Building Project or in the common areas, nor shall Tenant permit mechanical work or maintenance of vehicles to be performed on any portion of the Premises or Building Project or in the Common Areas.

11. Tenant shall be permitted to bring domestic pets under 100 pounds, such as dogs into the Premises, provided such pets are potty trained and not a Restricted Breed (see below). Tenant shall ensure that all pets use the designated pet relief area and shall be responsible for any pet-related damage to the Premises, Office Building, the Building Project or any of the Common Areas. Restricted Breeds include a mix or purebred of the following: pit bulls, mastiffs, great danes, doberman pinschers, huskies, malamutes, terriers and any wolf hybrids.

12. Landlord will direct electricians as to the manner and location in which telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises or the Office Building shall be subject to the prior written approval of Landlord.

13. Tenant shall not alter any lock or access device or install any new locks or bolts or access device without the prior written consent of Landlord. If Landlord shall give such consent, Tenant shall furnish Landlord with a key or other means of access therefor. Tenant agrees to not make any duplicate keys (including electronic access devices) without the prior written consent of Landlord. Tenant upon Tenant's vacancy of the Premises shall deliver to Landlord all keys or other devices for the Premises or any portion thereof in Tenant's or any Tenant party's possession.

14. Tenant shall not disturb, solicit or canvass any occupant of the Office Building or the Building Project. Canvassing, soliciting and peddling are prohibited in the Office Building and Building Project and Tenant shall cooperate to prevent the same.

15. Without the prior written consent of Landlord, Tenant shall not use the name of the Office Building or Building Project in connection with or in promoting or advertising the business of Tenant except as Tenant's address. Landlord reserves the right to change the name and address of the Office Building or the Building Project.

# 520 BROADWAY

16. Tenant shall not permit any contractor or other person making any Alterations within the Premises to use the hallways, lobby or corridors as storage or work areas without the prior written consent of Landlord. Tenant shall be liable for and shall pay the expense of any additional cleaning or other maintenance required to be performed by Landlord as a result of the transportation or storage of materials or work performed within the Office Building by or for Tenant.

17. Tenant and its employees shall be entitled to use the number of parking spaces specified in the Lease on a non-exclusive basis for the parking of a like number of motor vehicles only as mutually agreed upon between Tenant and Landlord and subject to such parking charges and additional rules and regulations as may be reasonably imposed from time to time by Landlord. Tenant's visitors and invitees may be required to use parking spaces designated from time to time by Landlord for "Visitors". Tenant shall park vehicles only in those general parking areas designated from time to time by Landlord, except for loading and unloading. During periods of loading and unloading, Tenant shall not unreasonably interfere with traffic flow within the Building Project and loading and unloading areas of other tenants. Tenant agrees that vehicles of Tenant or any Tenant party shall not park in driveways nor occupy parking spaces or other areas reserved for any such use as Visitors, delivery, loading or other tenants, shall be parked between designated parking lines only and shall not occupy two parking spaces with one car. Landlord or its agents shall have the right to cause to be removed any car of Tenant or any Tenant party that may be parked in unauthorized areas, and Tenant agrees to save and hold harmless Landlord from any and all claims, losses, damages and demands asserted or arising in respect to or in connection with the removal of any such vehicle. Neither Tenant nor any Tenant party shall park campers, trucks, truck tractors, trailers or fifth wheels in any of the parking areas of the Building Project. No vehicles shall be parked in any of the parking areas of the Building Project after the conclusion of normal daily business activity, or overnight or over weekends. Tenant will from time to time, upon request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees and agents.

18. Tenant is responsible for purchasing and installing any security system required by the City in which the Office Building is located or desired or deemed necessary by Tenant. The cost of purchasing and installing and installation of such a system is the sole cost and expense of Tenant, and Tenant acknowledges and agrees that Landlord has no obligation to provide any security services or system.

19. Landlord is not responsible for the violation of any rules or regulations contained herein by any other tenant.



## Parking Rules and Regulations

These Parking Rules pertain to the parking and locking of vehicles in the 520 Broadway Parking Facility. Parking shall only occur during the hours that the garage is open for business, shall be at the sole risk of the vehicle owner, and shall commence upon payment of the parking rate plus a late charge, if applicable. Only a license to park is contemplated hereby and no bailment is created. Landlord does not provide guards, or assume liability for criminal acts. Landlord is not liable for fire, theft, damage or other loss to the vehicle or its contents, loss of use or any loss due to or attributable to bodily injury or death.

1. Monthly rate for rental of parking space is payable one (1) month in advance and must be paid NOT later than the first day of each month. Payments are accepted between the 25th and 1st of the month. After the 5th of the month, unpaid cards will automatically be deactivated, the license will automatically terminate, daily parking rates will apply, and a late fee will be applied according to the terms of the Lease. No deductions or allowances from the monthly rate will be made for unused days. NO REFUNDS WILL BE MADE FOR UNUSED PORTIONS OF A MONTH. Cards purchased after the 15th of the month will be prorated for half of the month. Proration is only available to new tenant parkers.
2. Established monthly rates apply and are subject to change with thirty (30) days' notice.
3. For accounting purposes, the monthly rental period runs from the first of one month to the first of the next month.
4. Keycard holders should not take tickets from the ticket dispenser. If a ticket has been taken to gain entrance due to key card malfunctioning or misplacement, contact the parking office for assistance. No signatures will be accepted as parking validation or payment, unless approved by parking management.
5. Each user is issued a keycard that activates the parking equipment. This card is numbered, recorded and assigned to a specific parker only and cannot to be transferred or reassigned without the parking or management office's consent. Under no circumstances should a user render, exchange or assist any other parkers or visitors to gain entrance or exit with their key card. Noncompliance shall result in parking privileges to be forfeited and the key card to be voided immediately. Furthermore, the user shall pay the other person's parking fees if this practice is observed.
6. Each user agrees to follow the instructions of garage personnel and posted signage.
7. All parking contracts are on a month to month basis, unless stated otherwise in the Lease.
8. ABM Industry Groups, LLC and Management shall not be responsible for contents of vehicles parked in the facility. No key card or other valuables shall be left in plain view.
9. General Garage Rules: Maximum speed limits of 5 MPH. Compact stalls are for compact cars only. Parking within marked stalls only. "Head In" only. Observation of all stop signs. No smoking in parking structure or play music loud is permitted. Violation of any garage rule may result in suspension of parking privileges.
10. Visitor parking is designated and reserved for use by visitors only. Tenant daily parking is prohibited. Violators are subject to posted daily rates.

# 520 BROADWAY

11. Handicapped stall usage is strictly monitored. Parking Enforcement routinely inspects for permit compliance.
12. Management office shall be contacted immediately in the event of changing vehicles (i.e. new car) or deletion of a key card.
13. No overnight parking or storage of vehicles shall be permitted. If vehicle is to be left over 24 hours, the parking office shall be notified writing. All unauthorized vehicles will be impounded at owner's expense. Neither Landlord nor ABM Industry Groups, LLC assume any responsibility for vehicles left after hours.
14. All damage shall be reported in writing to the parking office before leaving the Parking Facility.
15. No unauthorized outside services, including, without limitation, mechanical repairs, tune-ups, oil changes, window tinting, installation of phone, stereo and car alarm, washing, detailing, shall be permitted in the Parking Facility.
16. Each user is responsible for cleanup of excessive oil spills from individual vehicles. Each user shall be responsible for the cost of any repairs for damages incurred in the garage due to negligence.
17. The parking card entitles the assigned card holder to occupy (1) one parking stall, and the card must be used to enter and exit the parking garage at all times.
18. By accepting (with or without signature) a parking keycard, each user accepts the Parking Rules set forth above. Failure to comply with these Parking Rules may result in a loss of parking privileges. No ABM Industry Groups, LLC employee shall have the authorization to modify or waive any of these Parking Rules.