PACIFIC CENTER

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations (including, but not limited to, the General Rules, the Parking Rules and the Rules of the Site (Contractor's Work)). Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to Tenant for the nonperformance of any of the Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises. In the case of any conflict between these Rules and Regulations and any of the other provisions of the Lease, the other provisions of the Lease shall control.

I. GENERAL RULES.

- 1. The requirements of Tenant will be attended to only upon written application at the office of the Project. Project employees shall not perform any work or do anything outside of the regular duties, unless under special instructions from Landlord.
- 2. Tenant shall comply with and abide by the reasonable standard operating procedures established by Landlord for the Building including, but not limited to, security, lobby, garbage disposal, freight elevator, and other operational issues.
- 3. The sidewalks, driveways, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls and other similar areas shall not be obstructed or used for any purpose other than ingress, egress and transit between portions of the Project.
- 4. The building risers, mechanical rooms, electrical rooms, telecommunications rooms and floors and other similar areas within any building, as well and the roof of the building(s) are not Common Areas, and Landlord shall, in all cases, retain the right to control access thereto, to prescribe conditions upon which person may enter such portions of the Project (such as, without limitation, by requiring such access to be escorted by Landlord or an agent of Landlord), and to prevent access thereto by all persons whose presence in the judgment of Landlord, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Project.
- 5. No awnings or other projection shall be attached to the outside walls of the Project without Landlord's prior written consent, and no curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than those which conform to Building standards as established by Landlord from time to time. Windows shall not be coated or otherwise sunscreened without Landlord's prior written consent.
- 6. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Project shall not be covered or obstructed, nor shall any bottles, parcels or other articles be placed on the windowsills.
- 7. No signs, advertisements, notices or other similar materials (other than those that are not visible outside the Premises) shall be painted or affixed on or to any portion of the Building without the prior written consent of Landlord may remove any signs, advertisements, notices or other similar materials that are installed or displayed in violation of the foregoing restriction without any liability, and may charge the expense incurred in such removal to Tenant. All signs whether on doors, directory tablets or elsewhere, shall be inscribed, painted or affixed for Tenant by Landlord at the expense of Tenant, and shall be of a size, color and style acceptable to Landlord.
- 8. The directory of the Project will be provided exclusively for the display of the name and location of tenants only; and Landlord reserves the right to exclude any other names therefrom, and each and every name in addition to the name of any tenant placed upon such bulletin board or directory, shall be subject to Landlord's prior written consent (and if approved by Landlord, all costs therefor shall be paid by the applicable tenants). Any such listings or representations, once installed, shall be subject to relocation or removal upon Landlord's written request for any reason (except that any such relocations or removals at Landlord's request, unless such request is based upon Tenant's breach of the Lease, shall be paid for by Landlord), and Tenant shall pay for the removal of any such listings or representations upon its departure from its Premises.

- 9. All doors (including the entrance door to the Premises) opening onto public corridors shall be kept closed, except when being used for ingress and egress, unless approved by Landlord in writing. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways.
- 10. Tenant shall not mark, paint, drill or bore into, cut or string wires in, lay linoleum or other floor coverings, in, or in any way deface any part of its Premises or the Building or Project, except with Landlord's prior written consent and as Landlord may direct.
- 11. Landlord shall provide all door locks at the entry of each tenant's leased premises, at the cost of such tenant. Landlord shall furnish to each tenant a reasonable number of keys to such tenant's leased premises, at such tenant's cost, and no tenant shall make a duplicate thereof. Replacement keys shall be provided on a reasonable basis and at Tenant's cost. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanisms thereof, in each case, without Landlord's prior written consent (and if Landlord grants consent, Tenant shall provide Landlord with a key or combination thereto). Tenant must, upon the termination of its tenancy, give to Landlord all keys pertaining to the Premises, the Building and the Project, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord the cost of replacing same or changing the lock or locks opened by such lost key(s) if Landlord shall deem it necessary to make such change.
- 12. No window or other air conditioning or heating units or other similar apparatus (including, without limitation, portable space heaters or candles of any kind) shall be installed or used by Tenant without Landlord's prior written consent.
- 13. Tenant shall cooperate fully with Landlord to assure the most effective operation of the Building's HVAC, and shall refrain from attempting to adjust any controls, other than any room thermostats that are installed for Tenant's use. Tenant shall turn off all lights before leaving the Project at the end of the day.
- 14. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed and constructed, and without limiting the forgoing, no sweepings, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures by Tenant, or its servants, employees, agents, visitors or licensees shall be borne by Tenant.
- 15. Tenant shall prevent the overflow or release of water from bathrooms or kitchens, including, but not limited to, toilets, sinks, kitchen appliances, and other water receptacles. Tenant shall maintain all kitchen/pantry devices in accordance with manufacturer's recommendations, including the regular replacement of water filters and cleaning of ice and coffee makers. Any kitchen appliances with water connections must have copper or braided flex piping connections; plastic piping is not allowed. Tenant shall notify Owner of any appliance installations to ensure all installation requirements are followed, which may include moisture shutoff sensors. Landlord shall have the right to request and receive any maintenance contracts that Tenant has for any kitchen/pantry devices or require Tenant to install alarms on such devices in the instance of malfunction.
- 16. Tenant shall: (a) clean and dry visible moisture on windows, walls, and other surfaces, including personal property as soon as possible, (b) regularly clean and sanitize kitchens and other surfaces where water, moisture condensation, and mold can collect and (c) limit the watering of any indoor plants. Tenant shall not obstruct or impede fresh air supply to furnace, air conditioner or heater ducts, or regular air flow and circulation throughout premises. Tenant shall report any of the following to Landlord within forty-eight (48) hours after Tenant first becomes aware of the same: (i) non-working fan, heater, air conditioner or ventilation systems; (ii) plumbing leaks, drips, sweating pipes, and/or wet spots; (iii) overflows from bathroom, kitchen, or other facilities, including, but not limited to, tubs, showers, shower enclosures, toilets, sinks, kitchen appliances, or other receptacles of water, especially in cases where the overflow may have permeated walls, floors, ceilings or fixtures; (iv) water intrusion into the Premises of any kind; (v) any mold or black or brown spots or moisture on surfaces inside the Premises; (vi) broken plumbing systems or standing water near structures within the Premises; and (vii) any odors consistent with mold growth within the Premises.
- 17. Tenant shall cooperate with Landlord's employees in keeping its premises neat and clean. Without the approval of Landlord, no tenants shall employ any person for the purpose of such cleaning other than the Project's janitorial services vendor.
- 18. Movement in or out of the Building of furniture, fixtures, equipment, freight or other heavy or bulky items or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service

for such tenant. Without limiting the generality of the foregoing, Tenant shall be responsible for the repair of any damage to the Premises caused by or resulting from any such activity.

- 19. Landlord reserves the right: (a) to inspect all safes or other heavy or bulky equipment or articles to be brought into the Project, (b) to exclude from the Project all such heavy or bulky equipment or articles, the weight of which may exceed the floor load for which the applicable portion of the Project is designed, or such equipment or articles as may violate any of the provisions of the Lease, and (c) to prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord (which may include the use of such supporting and load distributing devices as Landlord may require). Tenant shall not use any machinery or other bulky articles in the Premises, even though its installation may have been permitted, which may cause any noise, or jar, or tremor to the floors or walks, or which by its weight might cause injury to the floor of the Project.
- 20. No machinery or appliances of any kind (other than normal office equipment and normal break room appliances) shall be operated by any tenant on its leased area without Landlord's prior written consent.
- 21. Neither Tenant nor any of its transferees, nor any of their respective servants, employees, agents, visitors or licensees shall bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance, except for a reasonable quantity of such material reasonably necessary for the conduct of Tenant's business.
- 22. The Premises shall not be used: (a) for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of such Premises, (b) for the exhibition, sale or offering for sale, rent or exchange of any article, thing or service to the general public or anyone other than Tenant's employees, (c) for the manufacture or sale of liquor or tobacco in any form, (d) for the use, growing, producing, processing, storing (short- or long-term), distributing, transporting, or selling of cannabis, cannabis derivatives, or any cannabis containing substances, or any office uses related to the same, (e) for lodging or sleeping or for any immoral or illegal purposes or (f) as a barber or manicure shop, or as an employment bureau. No auctions may be conducted in, at or from the Premises.
- 23. Tenant shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with occupants of the Project or neighboring buildings or premises by the use of any musical instrument, radio, phonographs or unusual noise, or in any other way.
- 24. Tenant shall not cause or permit any unusual or objectionable vibration or odors to be produced in or emanate from the Premises.
- 25. Neither Tenant nor any of its servants, employees, agents, visitors or licensees shall throw anything out of doors, windows or skylights or down the passageways.
- 26. No birds or animals of any kind (other than service animals as defined under the Americans with Disabilities Act), shall be brought into or kept by Tenant in or about the Premises or the Building.
- 27. No bicycles or vehicles of any kind shall be brought into or kept in or about the Premises or Project (other than in areas intended for such purposes).
- 28. No cooking shall be done or permitted in the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for Tenant, its employees and visitors shall be permitted provided such activities do not otherwise violate the Lease.
- Only artificial holiday decorations may be placed in the Premises, no live or cut trees or other real holiday greenery may be maintained in the Premises or the Building.
- 30. There shall not be used in any space, including, but limited to on elevators and the public halls of the building, any hand trucks except those equipped with rubber tires and side guards.
- 31. No vending or coin operated machines shall be placed by Tenant within the Premises except Tenant may, at its sole cost and expense and subject to compliance with all applicable laws and all applicable provisions of this Lease, install and maintain vending machines for the exclusive use by Tenant, its officers, employees and business guests, provided that each such machine, where necessary shall have a waterproof mat thereunder and shall be connected to a drain.
- 32. No person shall be employed by Tenant to do janitorial, maintenance, construction or similar work in any part of said Project without Landlord's prior written consent, and no ice, mineral or other water, towels, newspapers, etc. shall be delivered to any leased area except by persons approved by Landlord. Any persons employed by Tenant to do janitorial, maintenance or similar work with Landlord's consent shall, while in the Project, be subject to and under the control and

direction of Landlord or its agent or representative (but not as an agent or servant of Landlord), and Tenant shall be responsible for all acts of such persons.

- 33. Tenant shall not use, and upon notice from Landlord shall cease using, any contractors, vendors, services, workmen, labor, materials or equipment that, in Landlord's good faith judgment, would disturb labor harmony with the workforce or trades engaging in performing other work, labor or services in or about the Project. Tenant shall not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.
- 34. Without the prior written consent of Landlord, Tenant shall not use the name of the Project or any picture of the Project in connection with, or in promoting or advertising the business of Tenant, except Tenant may use the address of the Project as the address of its business,
- 35. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Project or its desirability as an office building, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
- 36. Canvassing, soliciting and peddling in or at the Project are prohibited, and Tenant shall cooperate to prevent same.
- 37. Landlord reserves the right to restrict and control access to the Building and other portions of the Project before and after hours generally recognized as business hours, and at all hours on Saturdays, Sundays and legal holidays. Landlord may additionally restrict access to the Project and Building during emergencies. Tenant shall be responsible for all persons for whom it requests after-hours access and shall be liable to Landlord for all acts of such persons. Landlord assumes no responsibility and shall not be liable for any damage resulting from the admission of any unauthorized person to the Project.
- 38. Tenant shall, at all times, keep access control records current, including prompt deletion or deactivation of terminated employees from access control and other building systems. Tenant shall provide the necessary reasonable information for creating and maintaining accurate access control records, including, but not limited to, First Names, Last Names, photo, and email addresses as required by the access control system and site protocols.
- 39. Landlord reserves the right to exclude or expel from the 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 the Rules and Regulations.
- 40. It is understood and agreed between Landlord and Tenant 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 if same is done in writing and attached to or endorsed hereon by Landlord. Any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to Tenant.
- 41. Tenant shall not suffer or permit its employees, invitees or guests (or the employees, invitees or guests or any of its transferees) to smoke or "vape" (or to carry lighted cigarettes, cigars or pipes) in the Premises or in any other portion of the Project, except in any Landlord-designated smoking area outside the Building. Landlord may, but shall not be required to, designate an area for smoking outside the Building.
- 42. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency. No firearms or weapons of any kind are allowed within the Premises or the Building. For purposes hereof, "firearms and weapons" will include items that are intended to resemble the same, including, but not limited to, so called, "prop guns", "blank guns" and "replica guns".
- 43. Tenant assumes all risks from theft or vandalism and agrees to keep the Premises locked as may be required.

II. PARKING RULES.

The following parking rules and regulations ("Parking Rules") shall be in effect at the Project. Tenant shall comply with these Parking Rules in its use (and in the use of its visitors, patrons and employees) of the Parking Facilities.

- 1. Parking areas shall be used only for parking vehicles no larger than full size, passenger vehicles (including automobiles and "SUVs"), herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
- Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, vendors, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

- 3. Parking stickers, access cards or identification devices shall be the property of Landlord and be returned to Landlord by the holder thereof upon termination of the holder's parking passes. Tenant shall pay to Landlord refundable deposits on such devices as reasonably established by Landlord from time to time. Tenant will pay such replacement charge as is reasonably established by Landlord for the loss of such devices.
- 4. Landlord reserves the right to refuse the sale of monthly identification devices and/or parking access cards to any Person that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements (and to revoke or inactivate any monthly identification devices and/or parking access cards issued to ant such person that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements).
- 5. Landlord reserves the right to relocate all or a part of the parking spaces on the Property from one location on the Property to another and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, so long as the same complies with applicable laws, ordinances and regulations.
- 6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
- 7. Unless otherwise instructed, every person using the parking area is required to park and lock his or her own vehicle. Landlord will not be responsible or liable to Tenant, its visitors or employees for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
- 8. Parking validation, if established, will be permissible only by such method or methods as Landlord and/or its licensee may establish at rates generally applicable.
- 9. The Parking Facilities shall be used only for parking Permitted Size Vehicles. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or common areas of the Project is prohibited. Tenant shall have no right to install any fixtures, equipment or personal property (other than vehicles) in the Parking Facilities, nor shall Tenant make any alteration to the Parking Facilities.
- 10. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with all applicable parking rules, regulations, laws and agreements.
- 11. Such parking use as is herein provided is intended only as a license and no bailment is intended or shall be created hereby.
- 12. In no event shall Tenant or its employees park in reserved spaces leased to other tenants or in stalls within designated visitor parking zones. Tenant shall comply with Landlord's Parking Rules in its use (and in the use of its visitors, patrons and employees) of the Parking Facilities.
- 13. Tenant shall, upon request of Landlord from time to time, furnish Landlord with a list of names of all Persons using its Parking Passes and of vehicle license numbers for all such Person's vehicles. Tenant agrees to notify its employees and visitors with these Parking Rules as the same are modified from time to time, and assumes responsibility for compliance by its employees and visitors with these Parking Rules as the same are modified from time to time, and shall be liable to Landlord for all unpaid parking charges incurred by its employees and visitors. Tenant authorizes Landlord to tow away from the Building and/or Parking Facilities any vehicle belonging to Tenant or its employees or visitors parked in violation of these Parking Rules, and/or to attach violation stickers or notices to those vehicles.
- 14. Persons using the Parking Facilities shall observe all directional signs and arrows and any posted speed limits. Unless otherwise posted, in no event shall the speed limit of five (5) miles per hour be exceeded. All vehicles shall be parked entirely within painted stalls, and no vehicles shall be parked in areas which are posted or marked as "no parking", as "fire lanes", or on ramps, driveways and aisles. Only one (1) vehicle may be parked in a parking space. In no event shall Tenant interfere with the use and enjoyment of the Parking Facilities by other tenants of the Project or their employees or invitees.
- 15. Electric vehicles may be charged only by the electric vehicle charging stations, if any, that are present in the Parking Facilities. Electrical vehicles shall not be plugged into, or connected to any other electrical equipment or facilities (including electrical outlets) that may are located in the Parking Facilities.
- 16. Should any parking spaces be allotted by Landlord or Tenant, either on a reserved or unreserved basis, Tenant shall not assign or sublet any of those spaces, either voluntarily or by operation of law, without the prior written consent of Landlord, except in connection with an authorized assignment of this Lease or subletting of the Premises.
- 17. The Parking Rules, otherwise identified in "Exhibit G- Parking Rules and Regulations" remain in effect but may be modified from time to time. As such, Tenant shall comply with these Parking Rules in its use of the Parking Facilities.

III. RULES OF THE SITE (CONTRACTOR'S WORK).

The following rules and regulations shall apply to any work performed at the Project by or under the direction of Tenant or any other Tenant Party. Before commencement of any such work, Tenant shall deliver to Landlord a copy of these Rules of the Site (Contractor's Work) executed by the contractor(s) performing such work.

- 1. The following Rules of the Site for Contractor's work ("Rules of the Site") shall govern the operation of Contractor and Contractor's subcontractors. The terms "Owner" and "Owner's Representative" are the same for purposes of these Rules of the Site (and where used, refer to the Landlord).
- 2. Within a reasonable time prior to the start of any on-site work, delivery of materials, equipment, or personnel, Contractor will submit to Owner the following:
 - A- A complete set of drawings approved by Owner and subsequently by the City in which the Project is located.
 - B- A fully executed Indemnity Agreement (to be provided by Owner upon request).
 - C- Certificate of Insurance in a form approved by Owner executed by insurance companies acceptable to Owner.
 - D- A fully executed Notification-Rules for Contractors (to be provided by Owner upon request).
 - E- A job schedule of the work to be accomplished, detailed by trade.
 - F- A complete list of all proposed Subcontractors and suppliers. Owner must approve all contractors and subcontractors before commencement of their work.
 - G- The name and phone number (including emergency phone numbers) of personnel who are authorized to represent the Contractor.
- No revisions or changes of any kind may be made to the construction plans previously approved by Owner without prior written consent of the Owner. Any proposed revisions or changes must be submitted to Owner in the form of a change order, for Owner's review and approval prior to commencement of such changes. Revisions or changes altering the floor plan, base building systems, or building operations must be submitted, in writing, to the Owner for review and approval prior to commencement of work.
- 4. All of Contractor's work must be scheduled so that it in no way conflicts with, interferes with, or impedes the quiet and peaceful enjoyment of other tenants or occupants of the Project, or with the progress of Owner's work or operations. Any work that is in conflict will be rescheduled by the Contractor to such time as approved by Owner. Additionally, Owner shall have no liability for any costs or expenses incurred by Contractor (or Tenant) in connection with such rescheduling.
- 5. Contractor and subcontractors shall employ persons and means for the orderly progress of the work without interruption on account of strikes, work stoppages or similar causes of delay. Additionally, Owner shall have no liability for any costs or expenses incurred by Contractor (or Tenant) in connection with such delays.
- 6. Materials and tool storage will be limited to the areas for which access has been granted.
- 7. Clean-up and rubbish removal shall be provided by the Contractor at Contractor's expense. Contractor must, on a daily basis, remove all rubbish, surplus and waste material resulting from the performance of its work. At the request of Owner, Contractor shall relocate any materials causing an obstruction as directed by Owner. Contractor will not be allowed to place a dumpster on site on a continuous basis during construction.
 - Important note: The placement and location of rubbish dumpsters and bins must be approved in advance by Owner.
- 8. In general, Owner will interface with Contractor to the extent necessary for work to be completed within the guidelines of project specifications and for the enforcement of building rules and regulations.
- 9. All work must be performed and completed in compliance with all applicable governmental noise ordinances. This may include, without limitation, a requirement that all hoisting and outdoor work occur during the day, on weekdays, between 7:00AM and 10:00 pm unless after-hours variances have been approved. All noisy work, trash/waste haul out, and service shutdowns within the Project must occur after the Business Hours provided in the Lease and the leases of adjacent tenants (above, below or beside, as applicable). Means and methods vary greatly by project and context; "noisy work" is

defined as activities that can be heard on adjacent floors or suites that can disrupt phone calls, meetings, and peaceful enjoyment.

- 10. Contractor will be afforded access to Project loading docks and freight elevator service during the normal operating hours of such facilities subject to the Owner's rules and regulations with respect to the same, and at other times, with the consent of Owner and upon payment of Owner's prevailing fee for such after-hours use and access. The following rules apply to use of the freight/service elevators:
 - A Elevator tracks must be vacuumed by the contractor at the end of each working shift and whenever debris is discovered.
 - B All damage must be reported immediately to Owner; any repairs caused by Contractor's vendors will be billed to the applicable Tenant or job. Any damage to the service/freight elevator found prior to work starting should be reported to Building staff before work commences
 - C Prior to work starting should be reported to Building staff before work commences.
 - D Contractor shall carry an allowance for cleaning the dust deposited in the freight/service elevator shaft over the course of construction if necessary. Contractor may request the Building's elevator service vendor to inspect the freight/service elevator shaft condition prior to the start of the project.
- 11. Contractor will be afforded unloading areas as prearranged with Owner. All materials unloaded at these areas will be moved to an area of use or permitted storage immediately and shall not be stored or used in a way which adversely impacts use of the Building.
- 12. Contractor (and Tenant) will be responsible for the security of its own materials, equipment and work, and that of his subcontractors. Contractor will also be responsible for damage caused by Contractor or its subcontractors to the Project, Building and/or tenant areas, including, but not limited to the loading dock and indoor and outdoor public areas, freight elevators, etc. Any such damages will be promptly repaired to the Owner's satisfaction at the sole cost of Contractor.
- 13. Contractor will comply with all applicable codes, laws and regulations pertaining to the work of Contractor, including all safety and health regulations. The Contractor shall supply the Owner with a Master List of all Hazardous Materials and their Material Safety Data Sheets (MSDS) upon delivery to the job site. A discussion will then ensue pertaining to the safe storage, handling and use of these materials, as well as the Contractor's emergency preparedness plan for handling the containment and clean-up of potential Hazardous Material spills.
- 14. Contractor will not engage in any labor practice that may delay or otherwise impact the work of Owner or any other contractor.
- 15. No base building systems will be turned off or disengaged (and no sprinkler systems shall drained and no smoke heads may be deactivated) by Contractor or any subcontractor without prior written approval and supervision by a representative or agent of Owner. Said systems include, but are not limited to, sprinklers, electrical circuits, air-handling units, smoke heads and water supply. Building electrical power shut-downs are allowed, with the prior written consent of Owner, on Saturdays between 10:00 p.m. and 5:00 a.m. only. A request for approval shall be made to the Property Manager at least ten (10) days in advance.
- 16. Doors to all work areas, including stairwells and mechanical and electrical closets, must remain closed at all times. Propping doors open is expressly prohibited.
- 17. All Contractor and subcontractor personnel, materials, tools and equipment are to enter and exit the Building through the service elevator only. Owner may at any time initiate a check in/check out system, or a badge system, for all people and material in the Building and the Contractor will agree to cooperate with any such system.
- 18. Before ordering material or doing work which is dependent upon proper size or installation, the Contractor shall field verify all dimensions for accessibility with building conditions, and shall be responsible for same.
- 19. Contractor shall not be permitted to display any identifying signage or advertising at or within the Project or Building.
- 20. During construction, Contractor shall maintain supervisory personnel on the site at all times. Such personnel shall be fully authorized to coordinate, respond for and authorize Contractor's work as necessary so as to enable all work to proceed in a timely and well-ordered fashion. Should Contractor perform work which would cause or require Owner to provide personnel to be present or otherwise perform any work, Contractor shall reimburse Owner for the expense of such personnel.

- 21. Contractor shall be responsible for the protection of its work and the area adjacent to his work. Contractor shall also be responsible for protecting any floors or walls from where they enter and exit the Building and the path of travel to the area where they are performing the work. In the event existing window coverings are being re-used within a work area, Contractor is further required to protect all window coverings.
 Without limiting the generality of the foregoing, Contractors working on full floor improvements or in the elevator lobby of a floor must protect the passenger elevators with a plastic or other elevator-contractor approved method to prevent dust from entering the passenger elevator shafts. The removal, replacement, and/or reinstallation of all elevator devices
- 22. Contractor will ensure that all stairwells, mechanical rooms, electrical and telephone closets, etc. accessed by Contractor or subcontractors in conjunction with Contractor's work, will be cleaned and free of debris nightly.

including, but not limited to, lanterns, touchscreens, and buttons must be performed by the Building's elevator service

- 23. Public areas adjacent to premises where Contractor's work is being performed shall remain free of debris and materials at all times.
- 24. Contractor shall be responsible for all its actions on site as well as those of its subcontractors, and shall indemnify, defend and hold harmless the Owner and the other Owner Parties from and against any and all claims, losses, or damages, threatened or incurred, arising from the actions or omissions of Contractor or its subcontractors.
- 25. If keys are required by Contractor or any subcontractors, they must be checked out from the Property Management Office. No key will be distributed if proper identification is not provided.
- 26. No cutting or patching of Owner's premises or installations, or those of any Building occupant, shall be permitted without the prior written consent of Owner. Request for permission to do cutting shall include explicit details and description of work and shall not under any circumstances diminish the structural integrity of the Building or the integrity of any of components or systems. The work is to be done only with the explicit written permission of the Property Manager, and only on an "Off-Hours" basis. Such work is to be done only under the direct supervision of a competent member of the Contractor staff. Any such area is to be promptly repaired and returned to a fully functioning, complete, and clean condition.
- All work is to be done to a minimum standard of quality as required by the Base Building Drawings and Specifications (to be made available by Owner upon request). It is the responsibility of the Contractor to be fully knowledgeable of the Base Building Drawings and Specifications.
- 28. All Life Safety Systems for the Building and Project are to be maintained, and all of the Tenant's work is to be properly interfaced with and connected to the Base Building systems as required by Laws, or by Building operation. All work is to be done in such a way as to protect all Base Building operations and warranties. Any required disconnection of life safety devices should be "foreseen" and the Property Management Office must be notified at least 24 hours in advance. Costs for false fire alarms due to contractors' or subcontractors' negligence will be billed to and paid by the Contractor. All life-safety systems testing must be performed on an "after-hours" basis and coordinated with the Building Manager.
- 29. When work is performed by Contractor or subcontractor, charges will apply for additional services performed by Owner which may include, but are not necessarily limited to the following:
 - A overtime or after-hours elevator usage

provider at Contractor's cost.

- B utility usage for construction activities beyond standard power and water used in connection with general office uses
- C extra and continuous clean-up of loading docks, elevators and public spaces as required due to construction activity; Contractor to provide the usual protection of existing improvements, and exercise care and good sense
- D extended or after-hours use of the loading dock
- 30. In addition to cleaning requirements described above, Contractor shall, in preparation for substantial completion or occupancy of the Premises by Tenant, perform final cleaning of Contractor's Work.
- When Contractor takes over an area from the Owner, before commencing work Contractor shall ascertain that the area is in a safe and sanitary condition, and maintain the area as necessary (at its sole cost and expense) in a safe and sanitary condition and to a standard meeting all applicable laws and regulations.

- 32. Owner requires job progress meetings. The Contractor will attend with a representative authorized to speak and act on the Contractor's behalf. Additionally, the Contractor shall notify the Owner of scheduled job progress meetings.
- 33. All work or on-site activity during non-normal working hours will be coordinated in advance with Owner.
- 34. At no time will Contractor perform activities on the Project without the proper insurance in force.
- 35. No radios or other audio devices are allowed.
- 36. Failure to perform work in a manner consistent with the above stated Rules of the Site may result in immediate work stoppage by Owner. Owner shall have no liability for any costs or expenses incurred by Contractor or any subcontractors (or Tenant) in connection with or as a result of such work stoppage.
- 37. The Rules of the Site may be amended or revised at any time to fit the situation at the time. The amended or revised Rules of the Site shall become effective upon delivery to Contractor or publication by posting at the project site, whichever is earlier.
- 38. General contractor and subcontractors' vehicles parking must be in areas designated by the Building Manager at the Contractor's expense.