



Worthe Real Estate Group

THE POINTE RULES and REGULATIONS

1. Except as may be specifically provided in the Lease to which these Rules and Regulations are attached, no sign, place card, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building or Project (except within the Premises) without the prior written consent of Landlord. Tenant shall not place anything against or near exterior windows or doors which may appear unsightly from outside the Premises or which are visible from the exterior of the Premises (other than approved window coverings). Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.
2. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators or stairways of the Project. The halls, passages, exits, entrances, elevators, escalators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety and interest of the Project and its tenants. Neither Tenant nor any employee or invitee of Tenant shall go upon the roof of the project.
3. Tenant shall cooperate with Landlord in maintaining the Premises. All cleaning and janitorial services for the Project and the Premises shall be provided exclusively through landlord.
4. As a part of the Tenant Improvements, and at Tenant's Expense, Landlord shall install new locks in, and re-key, the Premises, and in such event, Tenant shall deliver a copy of a key to all such locks to Landlord upon installation thereof. In addition, upon the termination of its tenancy, Tenant shall deliver to Landlord the keys to all doors and locks in the Premises.
5. All contractors and technicians rendering any service to Tenant shall be referred to Landlord for approval (which approval shall not be unreasonably withheld, conditioned or delayed) and supervision prior to performing any such service. This applies to all work performed in the Building, including but not limited to, installation of telephone and telegraph equipment and electrical devices and installations affecting floors, walls, woodwork, windows, ceilings and any other physical portion of the Building. None of Tenant's contractors or subcontractors shall be entitled to (1) display identification or other signage at the Project, (2) use service elevators at the Project, or (3) park anywhere except in such spaces within the Project parking facility as designated by Landlord.
6. No deliveries shall be made which materially interfere with the operation of the Project. No outside food vendors shall be permitted within the Project except for making of specific deliveries of previously ordered items to the Premises or the premises of another tenant.
7. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms shall be provided at Tenant's expense. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.
8. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other



Worthe Real Estate Group

occupants of the Building by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any birds or animals.

9. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord, except for supplemental air conditioning systems installed in accordance with the provisions of the Lease.
10. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Premises. Tenant shall keep corridor doors closed. Tenant shall not attempt to open windows within the Premises.
11. Landlord reserves the right, exercisable upon thirty (30) days prior written notice to Tenant, to change the name and/or street address of the Building.
12. Landlord reserves the right to exclude from the Building during hours other than Building hours of operation, any person unless that person is known to the person or employee in charge of the Building or has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.
13. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.
14. The toilet rooms, toilets, 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 whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.
15. Tenant shall not use the Premises for any business or activity other than that specifically provided for in this Lease.
16. Tenant shall not install any radio or television antenna, loudspeaker or other devices on the roof(s) or exterior walls of the Building or Project. Tenant shall not interfere with radio or television broadcasting or reception from or in the Project or elsewhere.
17. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to Alterations. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant shall not cut or bore holes for wires, except in accordance with the provisions of the Lease pertaining to Alterations. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord to the extent required by the provisions of the Lease pertaining to Alterations. Tenant shall bear the costs to repair any damage resulting from noncompliance with this rule.
18. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Project are prohibited, and Tenant shall cooperate to prevent such activities.



Worthe Real Estate Group

19. Landlord reserves the right to exclude or expel from the Project 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 the Rules and Regulations of the Project.
20. Tenant shall store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with reasonable directions issued from time to time by Landlord.
21. No cooking shall be done or permitted on the Premises except the use by Tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, and other similar hot beverages shall be permitted, and the use of an Underwriter's Laboratory approved microwave oven for employee use shall be permitted, provided that such equipment and use is in accordance with all applicable Laws. Tenant may install soft drink vending machines for use by Tenant's employees and invitees.
22. Tenant shall comply with all reasonable safety, fire protection and evacuation procedures and regulations established by Landlord or any other governmental agency.
23. Tenant's requirements will be attended to only upon appropriate application to the Project management office by an authorized individual. 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 of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.
24. There shall be no smoking within the Building or immediately adjacent to Building entrances (except in areas, if any, designated therefore by Landlord).
25. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver such Rules and Regulations in favor of any other tenant.
26. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.
27. Upon written notice to Tenant, Landlord reserves the right to rescind any of these Rules and Regulations and to make future Rules and Regulations as, in its judgment may from time to time be needed for safety, comfort and security, for care and cleanliness of the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional rules and regulations which are adopted and of which Tenant has received written notice.
28. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, customers, invitees and guests.
29. Landlord reserves the right to charge as Additional Rent to Tenant, any extra costs incurred by Landlord as a result of Tenant's violation of these Rules and Regulations.

CONSTRUCTION RULES AND REGULATIONS

All general contractors, subcontractors, suppliers, materialmen, and their employees and anyone working for or on their behalf, shall be immediately advised of the following Property rules and regulations concerning their proper conduct within the Property. It is the general contractor's responsibility to ensure that its subcontractors and suppliers read and understand these rules and regulations. Ignorance of these rules and regulations is not a waiver of liability or responsibility. Violation of these rules and regulations may result in a work stoppage by Landlord's Representative.

1. Contractors shall obtain the approval of Landlord's Representative prior to the start of construction.
2. All work performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, shall be subject to Building Management's approval. Work that will cause undue interference, noise or odors to the tenants in the Building will be scheduled at a time agreeable with the Building Office and should be included in all bids.
3. All work shall be scheduled through the general contractor and reported to Landlord's Representative.
4. The contractor will be required to furnish the Property Manager with a list of subcontractors prior to commencement of the job. This list will include phone numbers and contacts for each subcontractor and the names of each worker scheduled to be on the Property.
5. No work of any kind may be performed until Property Manager has been supplied with appropriate Certificates of Insurance and proof of Workman's Compensation Insurance for all contractors involved. Property Manager will provide contractor with a list of the appropriate entities to name as additional insured.
6. The General Contractor is required to supply a Certificate of Insurance to the Building Office indicating the limits agreed to in the signed contract. The Certificate shall be furnished to the Building Office prior to commencement of work in accordance the insurance requirements as outlined in the "Insurance Requirements" section of The Pointe Tenant Improvement Handbook, Pages 55 to 56. General Contractor is responsible for ensuring a proper Certificate of Insurance, evidencing the required policy limits and naming the appropriate Additional Insured entities, is submitted by any and all subcontractors hired for the purpose of Tenant Improvement work. Work may not commence until Building Management has received and approved all Certificates of Insurance.
7. Owner's representatives reserve the right to inspect work, stop work, and/or have a worker removed from the job at any time during the contract.

8. All questions shall be referred to the Landlord's Representative who shall, in turn, refer questions to the Owner. At no time is it appropriate to disturb the tenants of the Building.
9. Contractor's personnel will park in designated areas only (which may include, at Landlord's discretion and without limitation, tandem parking for any or all of such spaces). Vehicles parked in other areas may be towed without notice at the vehicle owner's expense. Parking is provided at the sole cost and expense of the general contractor.
10. All work performed in occupied tenant spaces or public corridors will be done in a manner designed to produce the least amount of disruption to normal Property operations.
11. Any work which may disrupt the tenants of the Property shall be scheduled with the Property Manager, in advance, and be performed outside regular business hours. Contractor shall comply with the City of Burbank's Municipal Code noise ordinance when working outside of business hours.
12. Contractors needing to work on weekends will provide the Property Manager with a list of contractors scheduled to work. This list should include the number of employees, the company, and the estimated hours the contractors will be working.
13. All contractors working after 5:00 p.m. and on weekends will be required to sign in and out at the security guard station.
14. The General Contractor shall post rules and permits on each job and a copy should be sent to the Building Management office.
15. Any contractor found guilty of rudeness, use of profanity, or lack of courtesy to a Property tenant, visitor, or employee will be immediately ejected from the Property, and will not be allowed to return. Graffiti or vandalism will not be tolerated. Any contractor caught in the act shall be immediately removed from the Property, and will not be allowed to return. Any expenses associated with the removal or repair resulting from the graffiti or vandalism will be at the contractor's expense.
16. Clothing shall be appropriate for the construction trade involved, i.e. no shorts, sandals, etc. which would be unsafe for the employee. Clothing containing words, symbols or other forms of communication considered offensive or in bad taste by Landlord's Representative shall not be allowed on site. Proper safety equipment shall be required as determined by the contractor, i.e. safety glasses, goggles, respirators, etc.
17. No tool belts are to be worn in occupied areas of the Property outside the work area.
18. Tobacco chewing or smoking will not be permitted on the Property.

19. No radios will be permitted on occupied tenant floors, including "Walkman" type radios with headsets.
20. No workers will be allowed in the Property Management Office unless authorized in each instance.
21. The General Contractor must notify the Building Manager or Chief Building Engineer, 24 hours in advance, regarding deliveries, removal of debris or any activity that might affect Tenant or the normal operation of the Building.
22. The loading dock shall be used for loading and unloading only. Contractors and subcontractors shall comply with the Building's 20-minute loading regulation between 8:00 a.m. and 5:00 p.m. In the event Contractor has a large delivery or pick-up (to be performed after-hours) that requires more time, then the Contractor shall obtain prior approval from Building Management.
23. Stairway doors, electrical room doors, telephone room doors, and janitorial closet doors shall be kept closed at all times on occupied tenant floors. Except when hauling or delivering construction materials, suite entrance doors to the construction site on an occupied tenant floor shall remain closed at all times.
24. Contractor is to provide appropriate "walk-off" mats at all exits from the construction site to finished common areas.
25. Damp carpets shall be placed at the entrances to all elevators and suites leaded from the construction areas for wiping off dirty shoes.
26. Landlord shall reasonably prescribe the manner, timing and route for moving tools, equipment, materials or other items in or out of the Building.
27. General Contractors are responsible for supplying the following materials to the construction site:
 - a. Ladders.
 - b. Industrial vacuum cleaner.
 - c. Masonite protection for the hallway carpet from the suite to the service elevator. Heavy brown paper and vinyl tape must also be supplied. Masonite protection should be laid over the heavy brown paper and secured with wide blue tape. Masonite must be affixed in a manner as to not cure or buckle, which may cause a trip, hazard or other unforeseen accident.

28. General Contractors shall ensure that workers and subcontractors have all the tools and materials they require for the job. The Building is not responsible for supplying tools and/or materials.
29. During the Tenant Improvements, Contractor shall protect all common area flooring and walls on the floor(s), as needed, where work is being conducted. Common areas include but are not limited to elevators, elevator lobbies, corridors, restrooms, telephone rooms, electrical closets etc.
30. All contractors are to use the freight elevator for transportation of materials and personnel. No materials, equipment, or personnel are permitted to use the passenger cabs. If for any reason the freight elevator is unavailable, all contractors are to obtain permission from the Property Manager prior to using a passenger elevator. If a contractor or his personnel are found using the passenger elevators, the elevators will immediately be inspected for damage, and all damages shall be corrected at the contractor's expense.
31. Service Elevator usage:
 - a. All materials to be moved or deliver shall be done between the hours of 5:30 p.m. and 6:00 a.m. unless prior approval is obtained from Building Management.
 - b. Contractors shall protect elevator flooring with Masonite throughout the Tenant Improvement process.
 - c. Clean elevator after each use.
 - d. Detail elevator lobby where material is being unloaded or loaded.
 - e. Loading area to be monitored and cleaned when necessary.
 - f. Contractors shall not block the freight elevator doors open, nor shall the freight elevator be held on a floor except for the time required to load or unload the elevator. A door hold button has been supplied in the freight elevator for temporarily holding the doors open to off-load tools, equipment, and supplies, but only for that purpose.
32. Use of combustible glues, lacquers and paints are restricted to after-hours only to minimize the spread of noxious odors throughout the Building. All flammable materials such as thinners, rags, solvents, etc., shall be removed from the job site at the end of each day's work.
33. No one shall be allowed to endanger the Property, its premises, or its occupants in any manner whatsoever. In the event that a situation occurs which threatens the Property or

its occupants in any manner, the contractor, subcontractor, supplier, etc. must take steps to correct the hazardous condition. In the event that the contractor's personnel fail to correct the hazardous condition, the owner reserves the right to immediately take steps to correct the situation at the contractor's expense.

34. Landlord/Building Management reserves the right to stop all Tenant Improvement work should it be deemed disruptive to building occupants, likely to cause damage to the Property, or for any reason that is detrimental to the larger Project.
35. No welding or burning with an open flame shall be permitted without written approval of Landlord's Representative.
36. All gas and oxygen canisters shall be properly chained and supported to eliminate all potential hazards.
37. No gasoline operated devices, i.e. concrete saws, coring machines, welding machines, etc. shall be permitted within the Property. All work requiring such devices shall be electrically operated.
38. The contractor is required to provide and make available a fire extinguisher within the Project area during construction.
39. All fire/life safety and applicable codes shall be strictly enforced. Any work involving the Property fire alarm system must be cleared through the Property Management Office prior to the work being started. No adjustments, corrections, or extensions to the fire alarm system will be made without prior approval of the Property Manager, or, in his/her absence, the Property Engineer. Any part of the fire alarm system removed from service during construction will be placed back into service at the end of each work day. The Contractor shall also notify the Landlord's Representative in advance of any testing or triggering of the fire alarm system.
40. Contractors are not permitted to enter the fire command center at any time, unless accompanied by the Property Manager, Property Engineer, or Security.
41. The contractor will be required to provide temporary electrical power within the Project area for use by its subcontractors. Contractors will not be permitted to run extension cords through public areas or on occupied tenant floors. Any cords or other materials in the Project area must be kept in a "trip-free" condition at all times.
42. The contractor shall be responsible for monitoring energy consumption in its construction area. The owner will provide normal electrical consumption during business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday. All lights must be turned off at the end of the business day. Should the contractor continue to leave lights and equipment on during off-hours, the owner has the right to bill contractor for the excess electrical consumption.

43. Contractor's personnel shall at all times maintain the highest level of cleanliness. All construction debris shall be removed on a timely basis and shall not be allowed to produce a fire hazard. All construction areas are to be kept broom clean on a daily basis. In the event that the contractor fails to keep the Project area free of accumulated waste, the owner reserves the right to enter said premises and remove the debris at the contractor's expense. In addition, all public areas, such as corridors, restrooms, janitor's closets, etc. shall be maintained and kept free of construction debris, dust, etc. Construction materials may be stored only in the construction area.
44. All construction trash and debris shall be removed through the freight elevator in appropriate containers which will assure no leakage of trash or liquids. No construction debris will be placed in the Property dumpsters. Each contractor, subcontractor, or service firm shall be responsible for removing its trash and debris from the workplace daily. If a dumpster is rented by the contractor, the Property Manager must approve where it will be placed. Contractor shall be responsible for keeping the dumpster covered and preventing debris from flying out and for keeping the area around the dumpster clean.
45. Food and related debris shall not be left in the building, but shall be immediately and properly disposed of. Construction personnel are not to use the lobby or immediate outside areas as eating locations. Workers are not to eat lunch in the common areas of the Building.
46. Contractors will not be permitted to use restrooms on occupied tenant floors. Contractors will be instructed by the Property Manager which restrooms on unoccupied floors may be used. Contractors will be permitted to use the public restrooms provided that they keep the restrooms clean, with the owner reserving the right to prohibit contractor's use of the public restrooms at any time. All toilets, urinals, restrooms and slop sink drains shall be clear and draining properly during and upon completion of the job.
47. Contractors are not permitted to use the restrooms for tool cleanup. Anyone found using the restroom for cleanup or other similar purposes will be subject to removal from the Property. If a contractor utilizes the janitorial room, it must be kept clean at all times. The janitorial room is the only authorized tool cleanup area on this site. Nevertheless, there shall be no disposal or cleaning of masonry products in any onsite sinks, water closets or janitorial basins. This includes, but is not limited to cement based products such as Thinset and mortar.
48. All work performed in occupied tenant spaces must be cleaned by contractor prior to their leaving the job at the end of the business day. If the owner is required to perform additional cleanup (initial and/or follow-up), it will be done at the contractor's expense.
49. All salvageable items removed in the alteration work shall be reused in the work whenever possible. All salvageable items of value, as determined by the Property Manager, not reused in the work, shall remain the property of the Building and shall be stored as directed by the Property Manager or Chief Engineer.

50. The following general policy shall apply to all work which potentially affects the environment of any tenant at the Property:

No work shall be performed at the Property, without permission of the Property Manager, which in any way affects the operation of any tenant and their ability to function in a quiet and peaceful environment, nor shall any work be performed in early morning hours, the effects of which (such as odors) linger in the air after 7:00 a.m. Proper care shall be taken at all times to insure the safety of all furnishings, fixtures and equipment, and in the event of emergency work or work approved by the Property Manager, the complete safety of tenant and Property personnel. All Property rules and regulations shall be followed at all times. Contractors and subcontractors must make arrangements to work on mechanical systems at times convenient to the tenant and Property personnel. Property personnel will be present when repairs are being made to the system to insure the integrity of the system and the adequacy of such repairs. Emergency work necessary for the protection of Property systems, tenant equipment or personnel shall not be affected by this policy. However, every effort shall be taken to notify the Property Manager before such work is performed.

FAILURE TO COMPLY WITH ANY OF THESE RULES MAY RESULT IN YOUR CONTRACT BEING CANCELED AND/OR YOUR PERSONNEL BEING ASKED TO LEAVE THE JOB SITE.