

## THE LINCOLN

## **RULES AND REGULATIONS**

The following Rules and Regulations, hereby accepted by Tenant, are prescribed by Landlord to enable Landlord to provide, maintain, and operate, to the best of Landlord's ability, orderly, clear and desirable premises, Building, Complex and Parking Facility for the Tenants therein at as economical a cost as reasonably possible and in as efficient a manner as reasonably possible, to assure security for the protection of Tenants so far as reasonably possible, and to regulate conduct in and use of said Premises, Building Complex and Parking Facility in such manner as to minimize interference by others in the proper use of same by Tenant.

- 1. Tenant, its officers, agents, servants and employees shall not block or obstruct any of the entries, passages, doors, elevators, elevator doors, hallways or stairways of the Complex or garage, or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees.
- 2. The movement of furniture, equipment, machines, merchandise or materials within, into or out of the Premises, the Building the Complex or Parking Facility shall be restricted to time, method and routing of movement as determined by Landlord upon request from Tenant and Tenant shall assume all liability and risk to property, Premises, Building and Complex in such movement. Tenant shall not move furniture, machines, equipment, merchandise or materials within, into or out of the Complex, the Building, Premises or garage facilities without having first obtained written permission from Landlord 24 hours in advance. Safes, large files, electronic data processing equipment and other heavy equipment or machines shall be moved into Premises, Building, Complex or Parking Facility only with Landlord's written permission and placed where directed by Landlord.
- 3. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors, or invitees in or on any part of the outside or inside of the Building, the Complex, garage facilities or Premises without prior written consent of Landlord and then only of such color, size, character, style and materials and in such places as shall be approved and designated by Landlord.
- 4. Landlord will not be responsible for lost or stolen property, equipment, money or any article taken from Premises, Building, the Complex or Parking Facility regardless of how or when loss occurs, except in the case of gross negligence by Landlord and its agents.
- 5. No additional locks shall be placed on any door or changes made to existing locks in the Building without the prior written consent of Landlord. Landlord will furnish 2 keys to each lock on doors in the Premises and Landlord, upon request of Tenant, shall provide additional duplicate keys at Tenant's expense. Landlord may at all times keep a pass key to the Premises. All keys shall be returned to Landlord promptly upon termination of the Lease.
- 6. Tenant, its officer, agents, servants or employees shall do no painting or decorating in the Premises, or mark, paint or cut into, drive nails or screw into or in any way deface any part of Premises, the Building or the Complex without the prior written consent of Landlord. If Tenant desires signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at expense of Tenant, with the approval and under the direction of Landlord.

- 7. Landlord reserve the right to: (i) close the Building at 6:00 P.M., subject, however, to Tenant's right to admittance under regulations prescribed by Landlord, and to require the persons entering the Building to identify themselves and establish their right to enter or to leave the Building; (ii) close all parking areas between the hours of 9:00 P.M. and 7:00 A.M. during week days; and (iii) close all parking areas on weekends and holidays. Notwithstanding anything to the contrary above, Tenant shall be provided access to the Building and the parking areas even when closed (e.g. through a card reader system).
- 8. Tenant, its officers, agents, servants and employees shall not permit the operation of any musical or sound producing instruments or device which may be heard outside the Premises or which may emanate electrical waves which will impair radio, television broadcasting or reception or interfere with the use of computers or telephonic equipment from or in the Building.
- 9. Tenant, its officers, agents, servants and employees shall, before leaving the Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by Tenant. Each Tenant before the closing of the day and leaving the Premises shall see that all blinds and/or draperies are pulled and drawn.
- 10. All plate and other glass now in the Premises, Building or Complex which is broken through the cause which is attributable to Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall be replaced by and at expense of Tenant under the direction of Landlord.
- 11. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities or any part or appurtenance of Premises.
- 12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall have caused it.
- 13. All contractors and/or technicians performing work for Tenant within the Premises, Building, Complex or Parking Facility shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceiling, equipment or any other physical feature of the Building, the Complex, the Premises or the Parking Facility. None of this work shall be done by Tenant without Landlord's prior written approval.
- 14. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building; nor placed in the halls, corridors or vestibules without the prior written consent of Landlord.
- 15. Glass panel doors that reflect or admit light into the passageways or into any place in the Building shall not be covered or obstructed by the Tenant, and Tenant shall not permit, erect, and/or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity of interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Premises unless same shall have first been approved in writing by Landlord.

- 16. Canvassing, soliciting and peddling in the Complex (including the Parking Facility) is prohibited and each Tenant shall cooperate to prevent the same. Tenant shall not distribute any handbills or other advertising matter in automobiles parked in the Parking Facility. Tenant shall promptly report any such activities to the Building Manager's office.
- 17. No hand trucks, except those equipped with rubber tires and side guards, shall be used in any space, or in the public halls of the Building, either by any Tenant or by jobbers or others, in the delivery or receipt of merchandise or otherwise.
- 18. The work of Landlord's janitors or cleaning personnel shall not be hindered by Tenant after 5:30 P.M. and such work may be done at any time when the offices are vacant. The windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc., necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service. In this regard, Tenant shall also empty all glasses, cups and other containers holding any type of liquid whatsoever.
- 19. If Tenant must dispose of crates, boxes, etc., which will not fit into office wastepaper baskets, it will be the responsibility of Tenant with Landlord's assistance to dispose of same. In no event shall Tenant set such items in the public hallways or other areas of Complex, excepting Tenant's own Premises, for disposal.
- 20. Tenants may not bring furniture and equipment into the Premises that does not fit in the elevators for the Building and that does not pass through the doorways of the Premises or Building unless such furniture or equipment is made in parts and set up in the Premises. Landlord reserves the right to refuse to allow to be placed in the Building any furniture or equipment of any description which does not comply with the above conditions.
- 21. Tenant will be responsible for any damage to the Premises, including carpeting and flooring, caused by rust or corrosion of file cabinets, roller chairs, metal objects or spills of any type of liquid.
- 22. If the Premises become infested with vermin, Tenant, at its sole cost and expense, shall cause the Premises to be exterminated, to the satisfaction of Landlord, and shall employ exterminators approved by Landlord.
- 23. Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Building or the Complex, without Landlord's prior approval in writing, and upon such terms and conditions as may be specified by Landlord in each and every instance, including the payment of a rental fee for such space.
- 24. Tenant shall not use the name of the Building for any purpose other than that of the business address of Tenant or use any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material without Landlord's express consent in writing.
- 25. Tenant shall not conduct its business in such manner as to create any nuisance, or interfere with, annoy or disturb any other tenant in the Complex or Landlord in its operation of the Complex or commit waste or suffer or permit waste to be committed in the Premises or Complex. In addition, Tenant shall not allow its officers, agents, employees, servants, patrons, customers, licensees and visitors to conduct themselves in such manner as to create any nuisance or interfere

with, annoy or disturb any other tenant in the Complex or Landlord in its operation of the Complex or commit waste or suffer or permit waste to be committed in the Premises or the Complex.

- 26. Tenant, its officers, agents, servants and employees shall not install or operate any refrigerating, heating (if provided) or air conditioning apparatus or carry on any mechanical operation or bring into Premises, Building or Parking Facility any inflammable fluids or explosives without written permission of Landlord.
- 27. Tenant, its officers, agents, servants or employees shall not use Premises, or any portion of the Complex for housing, lodging or sleeping purposes or for the cooking or preparation of food (other than ordinary preparation of food for consumption by employees in an office work environment) without the prior written consent of the Landlord.
- 28. Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall not bring into the Parking Facility, Building, Premises or any other part of the Complex, or keep on the Premises any fish, fowl, reptile, insect, or animal or any bicycle or other vehicle without the prior written consent of Landlord. Wheel chairs and baby carriages are excepted from this rule.
- 29. Neither Tenant nor any officer, agent, employee, servants, patron, customer, visitor, licensee or invitee of any Tenant shall go upon the roof of the Building without the written consent of the Landlord.
- 30. Tenant shall not have its employees or laborers paid in the Building (other than employees who work in the Building on a full time basis), but shall arrange to pay their payrolls elsewhere.
- 31. No smoking shall be permitted anywhere in the Building or in any other building in the Complex.