

SOUTHBRIDGE

RULES AND REGULATIONS

(revised 8/29/05)

1. The sidewalks, and public portions of the Building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls, and the streets, alleys or ways surrounding or in the vicinity of the Building shall not be obstructed, even temporarily, or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. The building alarm is set by the security guard just prior to their shift ending(11:00pm weekdays/2:00pm Saturday & there is no guard on Sunday), the building is automatically locked via our security system which communicates directly with the security company. If an entrance(4) or loading dock(2) door remains open past **45 seconds** – the alarm will sound and notify our on-call security company. The security system was installed for tenant safety. In the event said incident occurs and is reported by our responding officer as a **False Alarm** – a charge of up to \$200 representing reimbursement for said unwarranted security response will be charged to tenant's account.
2. No curtains, blinds, shades, louvered openings, tinted coating, film or screens shall be attached to or hung in, or used in connection with, any window, glass surface or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls or windows or other glass surfaces. Signs on entrance door or doors shall conform to building standard signs, samples of which are on display in Landlord's rental office. Signs on doors shall, at Tenant's expense, be inscribed, painted or affixed by sign makers approved by Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal, to Tenant.
4. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by Tenant.
5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.
6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings,

- rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant.
7. Tenant shall not in any way deface any part of the Premises or the Building. If Tenant desires to use linoleum or other similar floor covering, an interlining of building's deadening felt shall first be affixed to the floor, by a paste or other material, soluble in water; the use of cement or other similar adhesive materials, which are not water soluble, are expressly prohibited.
 8. No bicycles, vehicles, or animals of any kind shall be brought into or kept in or about the Premises. No cooking shall be done or permitted by Tenant on the Premises except in conformity to law and then only in the utility kitchen, if any, as set forth in Tenant's layout, which is to be primarily used by Tenant's employees for heating beverages and light snacks. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.
 9. No space in the Building shall be used for manufacturing, distribution, or for the storage of merchandise or for the sale of merchandise, goods, or property of any kind at auction.
 10. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. Tenant shall not throw anything out of the doors, windows or skylights or down the passageways.
 11. Neither Tenant, nor any of Tenant's employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of Tenant's business offices.
 12. 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 mechanism thereof, without the prior written approval of Landlord and unless and until a duplicate key is delivered to Landlord. Tenant shall, upon the termination of its tenancy, restore to Landlord all keys (including Building key fobs) of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.
 13. Tenant shall not overload any floor. Tenant shall obtain Landlord's consent before bringing any safes, freight, furniture, or bulky articles into the Building and Landlord can specify to Tenant the location for the placement of such articles. All removals, or the carrying in or out of any safes, freight, furniture, or bulky

matter of any description must take place during the hours which Landlord or the Building manager may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

14. Tenant shall not occupy or permit any portion of the Premises to be occupied, without Landlord's expressed prior written consent, as an office for a public stenographer or typist, or for the possession, storage, manufacture or sale of liquor, narcotics, tobacco in any form, or as a barber or manicure shop, or as a public employment bureau or agency, or for a public finance (personal loan) business; provided, however, nothing in this sentence shall be deemed to prohibit Tenant or its employees or business invitees from personal use of tobacco. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on said premises, nor advertise for laborers giving an address at the Building. Smoking shall not be permitted in any portion of the Building (including, without limitation, the Premises), other than in any area outside of the Building which, at Landlord's election, is designated by Landlord for permitted smoking.
15. Tenant agrees to employ such janitorial contractor as Landlord may from time to time designate, for any waxing, polishing, and other maintenance work of the Premises and of the Tenant's furniture, fixtures and equipment. Tenant agrees that it shall not employ any other cleaning or maintenance contractor, nor any individual, firm or organization for such purpose, without Landlord's prior written consent.
16. Landlord shall have the right to prohibit advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
17. Landlord reserves the right to exclude from the Building when the Building is closed all persons who do not sign in and out on a register at the security desk in the 2000A lobby of the Building (or at such other place as Landlord may from time to time designate), showing the name of the person, the place visited and the time of arrival and departure. All such persons entering or leaving the Building during such times may be expected to be questioned by the Building security personnel as to their business in the Building. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in the Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

18. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.
19. The requirements of Tenant will be attended to only upon application at the management office of the Building. Building employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.
20. Canvassing, soliciting, and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.
21. There shall not be used in any space, or in the public halls of any building, either by Tenant or by its jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. **NO HAND TRUCKS SHALL BE USED IN PASSENGER ELEVATORS.**
22. Tenant, in order to obtain maximum effectiveness of the cooling system, shall lower and close the blinds or drapes when the sun's rays fall directly on windows of Premises. Tenant shall not remove the standard blinds installed in the Premises.
23. All paneling, rounds or other wood products not considered furniture shall be of fire retardant materials. Before installation of any such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord or its agents, in a manner satisfactory to Landlord.
24. Tenant shall not install any vending machines in the Building or Premises without Landlord's consent.
25. All articles and the arrangement, style, color and general appearance thereof, in the interior of the Premises that will be visible from the exterior thereof, including, without limitation, window displays, advertising matter, signs, merchandise, furniture, and store fixtures, shall be subject to Landlord's approval.
26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the Tenants of the Building.
27. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or part, the terms, covenants, agreements and conditions of the main text (including Special Stipulations) of the Lease, which text shall control in the instance of conflict.

28. **Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety, care and cleanliness of the Building, and for the preservation of good order therein. Such other Rules and Regulations shall be effective upon written notification (memo or electronic) of Tenant.**
29. Delivery services affected by the following procedures include, but are not limited to the following delivery vendors: overnight mail couriers and freight shipments (i.e., UPS, etc.), long-haul freight, movers, general repair and construction, office supplies and furniture, copier machine, snack machine, dry-clean, food and florists. **All deliveries must enter through the designated loading docks, and all delivery personnel must use the designated freight elevators.** The two circular drives located at the 2000-A and 2100-B building entrances are **only** to be used (i) for pedestrian drop-off/pick-up and (ii) by the Birmingham Fire Department. Any persons waiting to pick-up tenants or clients in the circular drives **must** not leave their vehicles unattended. Unattended vehicles are in violation of the City of Birmingham Ordinance #10-15-16 and are subject to citations and related fines. In an effort to accommodate Building delivery vendors, there are six (6) additional delivery parking spaces located near and divided equally among the loading docks. There are two freight elevators. One is located within the 2100 entrance(s) lobby while the second is located within the 2000 entrance(s) lobby. Each lobby has a total of three elevators. The two side-by-side elevators are for public use while the single elevator directly across from them is for all delivery services. Manager will provide a site plan as to the location of designated freight elevators, loading docks, etc., upon request. All deliveries shall be made during the following times on Monday through Friday: 9:30 a.m. to 11:30 a.m., local time, and/or 1:30 p.m. to 4:00 p.m., local time.
30. Use of space heaters in the Building and/or the Premises is strictly prohibited.
31. In order to protect the interests of other tenants, Tenant shall move into or out of the Building only after 5:00 p.m., local time, on business days, or on Saturday or Sunday or holidays at times agreed to by Landlord. Tenant shall reimburse Landlord for any special services expenses or costs incurred by Landlord in respect of Tenant's moving into or out of the Building, including (without limitation) overtime charges for any Building attendant or security personnel.