



2021 L STREET

Building Rules and Regulations

1. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using, or entering the Building, or any equipment, finishings, or contents of the Building, and Tenant will comply with Landlord's reasonable requirements relative to such systems and procedures.
2. Each tenant shall be responsible for all persons for whom such tenant authorizes entry into the office building and shall be liable to Landlord for all acts of such persons.
3. Landlord has the right to evacuate the Office Building in the event of emergency or catastrophe or for the purpose of holding a reasonable number of fire drills.
4. The sidewalks, halls, passages, exits, entrances, elevators, stairways, vestibules and other parts of the Building will not be obstructed by any tenants or used by any of them for any purpose other than for ingress to and egress from their respective Demised Premises. The halls, passages, exits, entrances, elevators, escalators, and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to such halls, passages, exits, entrances, elevators and stairways of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, provided that nothing contained in these rules and regulations will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord shall have the right to control and operate the public portions of the Building in such manner as Landlord deems best for the benefit of the tenants generally. Tenant shall not permit the visit to the Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants of the entrances, corridors, elevators and other public portions or facilities of the Building. No tenant and no employee or invitee of any tenant will go upon the roof of the Building except such roof or portion of such roof as may be contiguous to the Demised Premises of a particular tenant and may be designated in writing by Landlord as a roof deck or roof garden area. No tenant will be permitted to place or install any object (*including without limitation radio and television antennas, loudspeakers, sound amplifiers, microwave dishes, solar devices, or similar devices*) on the exterior of the Building or on the roof of the Building.
5. No sign, placard, picture, name, advertisement, or written notice visible from the exterior of Tenant's Demised Premises will be inscribed, painted, affixed, or otherwise displayed by Tenant on any part of the Building or the Demised Premises without the prior written consent of Landlord. Landlord will adopt and furnish to Tenant general guidelines relating to signs inside the Building on the office floors. Tenant agrees to conform to such guidelines. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of the Tenant by a person approved by Landlord. Other than draperies expressly permitted by Landlord



and any building standard mini-blinds, material visible from outside the Building will not be permitted. No awnings or other projections shall be attached to any wall of the building without the prior written consent of the Landlord. No drapes, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design, and color, and attached in the manner approved by the Landlord. In the event of the violation of this rule by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred by such removal to the tenant or tenants violating this rule. All blinds for exterior windows shall be building standard and shall be maintained by Tenant.

6. A directory will be placed by Landlord, at Landlord's own expense, in the Office Building. No other directories shall be permitted.

7. No cooking will be done or permitted by any tenant on the Demised Premises except for microwave ovens, coffee brewers, tea, hot chocolate, and similar beverages for their own consumption will be permitted, provided that such use is in accordance with all applicable federal, state, and city laws, codes, ordinances, rules, and regulations and approved by the Landlord. Toaster ovens are prohibited. No sleeping or lodging shall be permitted by any tenant on the Premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

8. Each tenant shall cooperate with Office Building employees in keeping its premises neat and clean.

9. No tenant will employ any person or persons other than the cleaning service of Landlord for the purpose of cleaning the Demised Premises, unless otherwise noted in their lease or agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord will be permitted to enter the Building for the purpose of cleaning it. No tenant will cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Should Tenant's actions result in any increased expense for any required cleaning, Landlord reserves the right to assess Tenant for such expenses. Tenant shall maintain and clean all areas or rooms within the Premises in which security classified work is being conducted or in which such work is stored; Landlord shall not provide standard janitorial service to such areas.

10. Tenant should develop a Green Housekeeping Plan that incorporates approved non-toxic cleaners as part of a Green Housekeeping Plan. LEED IDC1.1

11. The toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures will not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other foreign substances will be thrown in such plumbing fixtures (including without limitation coffee grounds). All damages resulting from any misuse of the fixtures will be borne by the Tenant who, or whose servants, employees, agents, visitors, or licensees, caused the same.



12. Tenant should develop purchasing policies for procurement of recycled paper products for the office and kitchen areas, including use of non-bleached paper coffee filters and non-anti-microbial kitchen soap.

13. Tenant should include recycling stations capable of handling paper, corrugated cardboard, metals, glass and plastic in the layout of Break Areas and Copy Areas. They should include paper recycling receptacles at individual desks as well. LEED MRp1

14. No halogen lamps may be used in any tenant spaces or anywhere in the building.

15. No tenant will in any way deface any part of the Demised Premises or the Building of which they form a part. In those portions of the Demised Premises where carpet has been provided directly or indirectly by Landlord, Tenant will at its own expense install and maintain pads to protect the carpet under all furniture having casters other than carpet casters. No carpet, rug or other article shall be hung or shaken out of any window of the Building; and Tenant shall not sweep or throw or permit to be swept or thrown from the Premises any dirt or other substances into any of the corridors or halls, elevator, or out of the doors or windows or stairways of the Building.

16. No tenant will alter, change, replace, or rekey any lock or install a new lock or a knocker on any door of the Demised Premises. Landlord, its agents, or employees will retain a pass (master) key to all door locks on the Demised Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord and will be at Tenant's expense. All new locks and rekeyed locks will remain operable by Landlord's pass (master) key. Landlord will furnish each tenant, free of charge, with two (2) keys to each door lock on the Demised Premises and two (2) building/area access cards. Landlord will have the right to collect a reasonable charge for additional keys and cards requested by any tenant. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant nor shall any changes be made in existing locks or the mechanism thereof. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress. Each tenant, upon termination of its tenancy, will deliver to Landlord all keys and access cards for the Demised Premises and Building that have been furnished to such tenant. This includes all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the cost thereof.

17. The elevator designated for freight by Landlord will be available for use by all tenants in the Building during the hours and pursuant to such procedures as Landlord may determine from time to time. The persons employed to move Tenant's equipment, material, furniture, or other property in or out of the Building must be acceptable to Landlord. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Landlord prior to the start of any moving operations. Insurance must be sufficient, in Landlord's sole opinion, to cover all personal liability, theft or damage to the project, including but not limited to floor coverings, doors, walls,



elevators, stairs, foliage, and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations will be conducted at such times and in such a manner as Landlord will direct, and all moving will take place during non-business hours unless Landlord agrees in writing otherwise. Tenant will be responsible for the provision of building security during all moving operations, and will be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security. Landlord will have the right to prescribe the weight, size, and position of all equipment, materials, furniture, or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property will be repaired at the expense of tenant. Landlord reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these rules and regulations or the lease of which these rules and regulations are a part. Supplies, goods, materials, packages, furniture, and all other items of every kind delivered to or taken from the Demised Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Landlord, its agents, or employees.

18. Prior approval must be obtained from Landlord or the Office Building manager for any deliveries that must be received after Normal Business Hours. Tenant hereby acknowledges that this may involve overtime work for Landlord's employees. Tenant agrees that any overtime charges will be payable as additional rent.

19. Except while loading and unloading vehicles, there shall be no parking of vehicles or other obstructions placed in the loading dock area. The garage entrance for the building may not be blocked under any circumstances.

20. Tenants shall not place a load upon any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry or which is allowed by applicable building codes. Landlord may prescribe the weight and position of all safes and heavy installations which any tenant desires to place in the Office Building by the improper placing of heavy items which overstress the floor will be repaired at the sole expense of the tenant responsible.

21. No tenant will use or keep in the Demised Premises or the Building any kerosene, gasoline, or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in tenant's normal operations in the Demised Premises. Without Landlord's prior written approval, no tenant will use any method of heating or air conditioning other than that supplied by Landlord. Any electrical or extension cords deemed to be a fire hazard by Landlord in Landlord's sole discretion shall be moved. No tenant will use or keep or permit to be used or kept any foul or noxious gas or substance in



the Demised Premises. Tenant will not permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in or about the Building. Smoking or carrying lighted cigars or cigarettes in the Building is prohibited.

22. No space heaters or other electrical warming devices are allowed in the building at any time.

23. Tenant must make employees and visitors aware that smoking in the building or closer than 25' from entries is prohibited. LEED EQp2

24. Landlord will have the right, exercisable upon written notice and without liability to any tenant, to change the name and street address of the Building.

25. Landlord will have the right to prohibit any advertising by tenant mentioning the Building that, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a Building for offices, and upon written notice from Landlord, tenant will refrain from or discontinue such advertising.

26. Tenant will not bring any animals (*except those that aid handicapped individuals*) into the Building. Tenant will not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated for such purposes for those vehicles or for those vehicles which are used by a physically disabled person on the Premises.

27. All persons entering or leaving the Building between the hours of 6 p.m. and 7 AM, Monday through Friday, and at all hours on Saturdays, Sundays, and holidays will comply with such off-hour regulations as Landlord may establish and modify from time to time. Landlord reserves the right to limit reasonably or restrict access to the Building during such time periods.

28. Each tenant will store all its trash and garbage within its Demised Premises. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal will be made only through entryways and elevators provided for such purposes and at such times as Landlord designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials, and boxes will be the responsibility of each tenant and such items may not be disposed of in the Building trash receptacles nor will they be removed by the Building's janitorial service, except at Landlord's sole option and at the tenant's expense. No furniture, appliances, equipment, or flammable products of any type may be disposed of in the Building trash receptacles.

29. Tenants should use recycled plastic bags for kitchen area waste baskets.



30. Canvassing, peddling, soliciting, and distributing handbills or any other written materials in the Building are prohibited, and each tenant will cooperate to prevent the same.

31. The requirements of the tenants will be attended to only upon application by written, personal, or telephone notice (*as appropriate hereunder*) at the office of the Building. Any such requirements may be billed to Tenant (and paid within thirty (30) days of receipt of an invoice therefore) at the schedule of charges maintained by Landlord from time to time or at such charge as is agreed upon in advance by Landlord and Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

32. Tenant will see that the doors of the Demised Premises are closed and locked and that all water faucets, water apparatus, lights and utilities are shut off before Tenant or Tenant's employees leave the Demised Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant will make good all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants will keep the doors to the Building corridors closed at all times except for ingress and egress.

33. Tenant should develop and implement policies encouraging staff to turn off lights and equipment when not in use to reduce energy consumption during the workdays. They should utilize lighting controls to provide the minimum lighting required by code when unoccupied, to reduce energy consumption during off-hours. LEED EAc1

34. Tenant should use the energy and water-saving versions of office equipment and appliances. The US Department of Energy has developed a program, "Energy Star," which labels computer monitors, office equipment and appliances; see <http://www.energystar.gov/whybetter.html>.

35. Tenant should consider purchasing "Green Power." Electricity can be provided from renewable resources by engaging in a renewable energy contract with a certified Green-e accredited utility program or power marketer, or with a Green-e Tradable Renewable Certificate. LEED EAc6

36. Business machines and mechanical equipment belonging to a tenant which cause noise and/or vibration that may be transmitted to the structure of the Office Building or to any leased space so as to be objectionable to Landlord or any tenants in or occupants of the Office Building shall be placed and maintained by such tenant, at such tenant's expense, in settings of cork, rubber, or spring-type noise and/or vibration eliminators sufficient to eliminate vibration and/or noise.

37. Tenant will not conduct itself in any manner that is inconsistent with the character of the Building as a first quality Building or that will impair the comfort and convenience of other tenants in the Building.

38. Tenant should encourage employees to utilize public transportation for their commute to and from work. Employees should also be encouraged to ride bicycles to work. Secure bike storage and shower facilities are conveniently provided in the building for employee use.



39. If employees must utilize automobiles, then tenant should encourage carpooling. Preferred parking may be available for registered carpools. If employees must drive, tenant should encourage the purchase of alternative fuel vehicles or hybrids, which can be parked in preferred parking spaces in the building's parking garage, if available.

40. Tenant should encourage employees to bring their lunch or to walk to nearby restaurants to reduce the use of automobiles during the day. The building is centrally located to several businesses and restaurants.

41. Neither Landlord nor any operator of any parking areas within the Building, as the same are designated and modified by Landlord, in its sole discretion, from time to time (the "parking areas ") will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the parking areas, resulting from fire, theft, vandalism, accident, conduct of other users of the parking areas and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (a) Landlord will not be obligated to provide any traffic control, security protection or operator for any parking areas; (b) Tenant uses the parking areas at its own risk; and (c) Landlord will not be liable for personal injury or death, or theft, loss of, or damage to property. Tenant waives and releases Landlord from any and all liability arising out of the use of the parking areas by Tenant, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.

42. Tenant's right to use any parking areas will be in common with other tenants of the Building and with other parties permitted by Landlord to use the parking areas. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord, provided that Tenant's rights under the lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED or HANDICAPPED (*or similar designation*).

43. If any parking areas are damaged or destroyed, or if the use of the parking areas is limited or prohibited by any governmental authority, or the use or operation of the parking areas is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's control, Tenant's inability to use the parking spaces will not subject Landlord or any operator of the parking areas to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect.

44. Tenant has no right to assign or sublicense any of its rights in the parking spaces, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the parking spaces among its employees.

45. No act or thing done or omitted to be done by Landlord or Landlord's agent during the Term of the lease in connection with the enforcement of these rules and regulations will constitute an eviction by



Landlord of any tenant nor will it be deemed an acceptance of surrender of the Demised Premises by any tenant, and no agreement to accept such termination or surrender will be valid unless in writing signed by Landlord. The delivery of keys to any employee or agent of Landlord will not operate as a termination of the lease or a surrender of the Demised Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving the termination or surrender.

46. In these rules and regulations, Tenant includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Demised Premises.

47. Landlord may waive anyone or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord will be construed as a waiver of such rules and regulations in favor of any other tenant or tenants, nor prevent Landlord from enforcing any such rules and regulations against any or all of the tenants of the Building after such waiver.

48. These rules and regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease.

49. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by its agents, contractors, jobbers or others, in the delivery or receipt of merchandise, freight, or other matters, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and such other safeguards as Landlord may require, and Tenant shall be responsible to Landlord for any loss or damage resulting from any deliveries to Tenant in the Building. Deliveries of mail, freight or bulky packages shall be made through the freight entrance or through doors specified by Landlord for such purpose.

50. Subject to the terms and conditions of the Lease including without limitation, the notice requirements therein, Landlord reserves the right to shut down the air conditioning, electrical systems, heating, plumbing and/or elevators when necessary by reason of accident or emergency, or for repair, alterations, replacements or improvement.

51. Landlord reserves the right to exclude from the building at all times any person who is not known or does not properly identify himself to the building management or its agents. Landlord may, at its option, require all persons admitted to or leaving the Building to register and/or display a Building authorized photo ID. Each tenant shall be responsible for all persons for whom it authorizes entry into the Building, and shall be liable to Landlord for all acts of such persons.

52. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.

53. There shall be no marking, painting, drilling into or in any way defacing the Building or any part of the Premises visible from public areas of the Building. Tenant shall not construct, maintain, use or



operate within the Premises any electrical device, wiring or apparatus in connection with a loudspeaker system or other sound system, except as reasonably required for its communications system and approved prior to the installation thereof by Landlord. No such loudspeaker or sound system shall be constructed, maintained, used, and audible or operated outside of the Premises.

54. No space in the Building shall be used for manufacturing of goods for sale in the ordinary course of business or for the storage of merchandise for sale in the ordinary course of business or for sale at auction of merchandise, goods, or property of any kind.

55. No office space in the Building shall be used for the provision of medical services or other patient care or shall be used regularly for the care, education or training of persons or animals without the express written consent of Landlord.

56. 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. The hours in which deliveries may be made to the Building shall be as set forth in Landlord's operating procedures published from time to time.

57. Tenant shall not pay any employees on the Premises, except those actually working for such tenant on the Premises.

58. Landlord does not maintain suite finishes which are non-standard, such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for repairs of items not maintained by Landlord arise, Landlord will arrange for the work to be done at Tenant's expense.

59. No minors shall be allowed to congregate or play in the common areas of the Building. It shall be the responsibility of all tenants to see that the minor children of their employees who visit the Building and any minors who visit the Premises (*whether during the normal hours of operation of the building (which are 7:00 AM to 6:00 PM, Monday through Friday) or Saturdays, Sundays or legal holidays*) are at all times accompanied and adequately supervised by an adult and do not assemble or play in the common areas of the Building.

60. The term "Holidays" shall mean New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.