

Lease #1918

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated **January 1, 2010** (for reference purposes only)("Lease"), is made by and between Institute For Family Development, A Washington Non-Profit Corporation, (hereinafter called Landlord) and **King County**, a political subdivision of the State of Washington (hereinafter called Tenant):

WITNESSETH:

1. **Premises:** Landlord does hereby agree to lease to Tenant for use as Juvenile Court Services Office those certain Premises known as 34004 16th Avenue South, Federal Way, Washington, Suites D & E, comprising approximately 3,222 square feet, shown outlined in red on **Exhibit A** attached hereto, situated in Federal Way, King County, Washington and legally described on **Exhibit A.1:**

2. **Term:**

2.1 The Term of this Lease shall be for **70 months**, commencing on **March 1**, 2010 or substantial completion of Tenant Improvements as depicted on Exhibit A and described on Exhibit B whichever is later ("Commencement Date"), and shall terminate on the last day of the 70th month following commencement of the Lease ("Expiration Date").

2.2 If Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, provided that delivery of Premises can be made within a reasonable and mutually agreed timeframe, this Lease shall not be void or voidable; but, in that event, there shall be a proportionate reduction of rent covering the period between the Commencement Date and the time when Landlord can deliver possession.

3. **Use:** Tenant shall use the Premises for general office purposes' and shall not use or permit the Premises to be used for any other purposes without prior written consent of Landlord. Tenant shall not do or permit anything to be done in or about the Premises nor bring to keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall tenant cause, maintain, or permit any nuisance, in, on, or about the Premises. Tenant shall not commit or suffer to commit any waste in or upon the Premises.

4. **Cancellation Policy:** Tenant's obligations to Landlord, if any, that extend beyond a current year are contingent upon approval of the Lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, or if grant funding is cancelled or not renewed Tenant shall immediately so advise Landlord and this Lease and all obligations hereunder will terminate at the end of the calendar year in which such approval or appropriations fails to occur, except that Tenant shall reimburse Landlord the unamortized Tenant Improvement costs, architectural fees and commission/advisory fees on a straight line basis.

5. **Preparation of Premises and Delivery of Possession:** Prior to the commencement of the term hereof, Landlord shall arrange for Tenant Improvements to the Premises, pursuant to the provisions of **Exhibit B** attached hereto. The Premises shall be deemed completed, save regular punchlist items, as reasonably determined by Tenant and Premises delivered on the date these Tenant Improvements are substantially complete or on the date specified in paragraph 2 as the commencement of the term, whichever is later.

6. **Rent:** Tenant covenants and agrees to pay Landlord, at Landlord's address, without deduction or offset, monthly rent as shown on **Exhibit C** attached hereto, and payable in U.S. Dollars, in advance, without prior notice or demand, on the first day of each month of the Term. Rent for any fractional calendar month, at the beginning of the calendar term, shall be prorated.

7. **Utilities and Service:** The Landlord shall provide for, at its sole expense, electricity, water, sewer, garbage removal, ground and Building maintenance more specifically described in Exhibit "C", commensurate with good Building management practices, as defined by the guidelines of the Building Owners and Managers Association.

8. **Alterations and Maintenance:**

8.1 Tenant shall not make any alterations or additions to the Premises without the prior written permission of the Landlord, which consent shall not be unreasonably withheld. Any alterations shall become the property of Landlord upon termination of the Lease.

8.2 The Landlord agrees to keep the Building and the Premises in good repair, including foundations and exterior walls of the Premises, utility systems outside the Premises, roof and common areas, suitable for use as the purpose so defined in paragraph 1 of this Lease. During the term of this Lease, the Landlord shall repair malfunctioning fixtures, and repair and maintain the structural portions of the Building and the basic plumbing, air conditioning, heating and electrical systems, unless such repairs are required as a result, in whole or in part, of the act or neglect of any duty by Tenant, its agents, servants, employees, or invitees, in which event Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

9. **Signs:** Tenant may, at its sole expense, place external signage on the Premises provided that such signs have been approved in advance by Landlord and do not violate any statute, regulations, or permitting requirements existing during the term of this Lease. Tenant shall be responsible for all maintenance of its signage and for the costs of removal of such signs and of restoring the Building to the condition existing prior to its installation and satisfactory to Landlord.

10. **Fixtures:** All fixtures attached to the Premises solely by the Tenant may be removed by the Tenant at any time provided (a) that the Tenant shall restore the premise to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Tenant shall not then be in default of any material provisions of this Lease; and (c) that the removal will be made on or before the expiration of the term or any extension thereof.

11. **Indemnity and Hold Harmless:** Landlord and Tenant mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and /or operations of this Lease, including the Premises, each party shall be responsible to the other only to the extent of each other's comparative fault in causing alleged damages or injuries. Each party agrees to indemnify the other to the extent of the indemnitor and indemnitee's proportional share.

As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Lease, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this Lease in defense of said claims and/or actions.

12. **Insurance:** The Landlord acknowledges, accepts, and agrees that Tenant, a charter county government under the constitution of the State of Washington, hereinafter referred to as "Tenant," maintains a fully funded self-insurance program as defined in King County Code 4.12 for the protection and handling of the Tenant's liabilities including injuries to persons and damage to property. Landlord acknowledges, agrees and understands that Tenant is self-funded for all of its liability exposures. Tenant agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Lease. Tenant agrees to provide Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and will provide Landlord with a certificate of self-insurance as adequate proof of coverage. Landlord further acknowledges, agrees and understands that Tenant does not purchase Commercial General Liability insurance and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured. Should Tenant elect cease self-insuring its liability exposures and purchase Commercial General Liability insurance, Tenant agrees to add Landlord as an additional insured.

13. **Arbitration:** Intentionally Deleted

14. **Subletting and Assignment:** Tenant shall not sublet the whole or any part of the Premises, nor assign this Lease or any interest thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

15. **Damage or Destruction:** In the event The Premises are damaged to such an extent

as to render them untenantable in whole or in part and Landlord elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. Rent shall be abated while such work is in progress, in the same ratio that the portion of the Premises that is unfit for occupancy shall bear to the whole of the Premises. If after 60 days the Landlord shall fail to proceed to repair or rebuild, Tenant shall have the right to declare this Lease terminated by written notice served on the Landlord. In the event the Building, in which the Premises are located, shall be destroyed or damaged to such extent that in the opinion of the Landlord it shall not be practical to repair or rebuild, it shall be optional with Landlord to terminate this Lease by written notice to Tenant within one hundred twenty days after such damage or destruction.

16. **Liens:** Landlord and Tenant shall keep the Premises and the Building in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord.

17. **Right of Entry:** Landlord reserves and shall at any and all reasonable times have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by the Landlord to Tenant hereunder, to show the Premises to prospective purchasers, mortgagees, or tenants, and to repair the Premises and any portion of the Building and may for the purpose erect scaffolding and other necessary structures when reasonably required by the character of the work performed, all as providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Except for emergencies, Landlord shall give reasonable notice before entry to repair the Premises.

For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the Premises, excluding Tenant's vaults, safes, and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord by any of said means or otherwise shall not under any circumstances be construed or deemed to be forceful or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant for the Premises or any portion thereof provided said entry relates to emergency purposes as aforesaid. Tenant agrees to allow "to " signs of reasonable size to be placed in and remain upon the exterior or interior of the Premises during the last ninety days of the Term.

18. **Hazardous Substances:** 18.1 Landlord acknowledges and fully discloses that The Premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this Lease, if Landlord or Tenant subsequently discovers the existence of Hazardous Substances on the Premises, Landlord and Tenant shall disclose to each other this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Landlord and Tenant further mutually agree that in any and all causes of action and/or claims, or third-party claims, arising under the terms, activities, use and/or operations of this Lease, each party shall be responsible, to the extent of each other's comparative fault in causing the alleged damages or injuries. Notwithstanding paragraph 11 (above), each party agrees to indemnify, defend and hold harmless Landlord or Tenant, its appointed and elected officials, employees, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's

fees, asserted against Landlord or Tenant by a third party, including without limitation, any agency or instrumentality of the federal government, state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines or penalties arising out of or relating to the presence, release, or threat of release of a Hazardous Substance existing or emanating from the Premises, except that which existed or emanated from the Premises prior to Tenant's possession of the Premises or to the extent caused by the act or omission of Landlord. Landlord's and Tenant's obligations under this paragraph 18.1 shall survive the expiration or other termination of this Lease.

18.2 Definition of Hazardous Substances: "Hazardous Substances" as defined in this Lease shall mean:

- a. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or
- b. Any dangerous waste, hazardous waste, or hazardous substance as defined in:
 - i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. § 9610 et seq.);
 - ii. Resource Conservation and Recovery Act, as now or hereinafter amended (42 U.S.C. § 6901 et seq.);
 - iii. Washington Model Toxics Control Act, as now or hereinafter amended (R.C.W. Chs. 70.105, 70.105A and 70.105D); or
- c. Any pollutant, contaminants, substances, as defined above, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now or hereinafter amended.

19. Waiver of Subrogation: Landlord and Tenant agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire and extended coverage insurance and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

20 Eminent Domain: Should the Premises or any portion thereof be taken by right of eminent domain with or without litigation, any award for compensation and/or damages, whether obtained by agreement prior to or during the time of trial, or by judgment or verdict after the trial, applying to the leasehold estate created hereby other than that portion of said award, if any, based

upon a taking of the Tenant's Improvements or affixtures, shall belong and be paid to Landlord, and Tenant hereby assigns, transfers, and sets over to Landlord all of the right, title, and interest which it might otherwise have therein. In the event that the portion of the Premises so taken shall be more than twenty-five percent (25%) of the Premises, Tenant shall have the option, to be exercised by written notice given to Landlord within thirty (30) days after the date of notice of taking, to terminate this Lease or relocate, at Landlord's expense. If either less or more than twenty-five percent (25%) of the Premises is taken and the Tenant does not elect to terminate as herein provided, the rental thereafter to be paid shall be reduced in the same proportion as the amount of leased floor space is reduced by such taking, and Landlord shall make such reconstruction of the Premises as may be required.

21. **Holding-Over:** If, with Landlord's written consent, which such consent shall not be unreasonably withheld, Tenant holds possession of the Premises after the term of this Lease or any extension thereof, Tenant shall become a tenant from month-to-month upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by Tenant at the expiration of the term of this Lease or any extension thereof and subject to the continued application of all of the provisions of paragraph 4 and 5 herein, shall be payable in advance on the first day of each month.

22. **Surrender of Premises:** At the end of the term of this Lease or any extension thereof or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises in the same condition as received, except for ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone, and Tenant will deliver all keys to the Premises to the Landlord. In addition, Tenant at Tenant's expense will remove Tenant's goods and effects and trade fixtures, and those of all persons claiming under Tenant, and Tenant will repair any damage resulting from such removal.

23. **Costs and Attorney's Fees:** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted in King County superior court, the non-prevailing party agrees to pay all reasonable costs and attorney's fees of the substantially prevailing party in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease will be King County.

24. **Subordination:** If a lender requires that this Lease be subordinated to any encumbrance now of record or any encumbrance recorded after the date of this Lease, this Lease shall be subordinated to that encumbrance, if Landlord first obtains from the lender a written agreement that provides substantially the following:

24.1 As long as Tenant is not in default under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Tenant's rights under this Lease.

24.2 The provisions in this Lease concerning the disposition of insurance proceeds on destruction of the Premises, and the provisions in this Lease concerning the disposition of any condemnation award shall prevail over any conflicting provisions in the encumbrance.

24.3 Tenant shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

24.4 Tenant shall execute the written agreement and any other documents required by the lender to accomplish the purposes of this paragraph 24.

25. **Successors and Assigns:** All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

26. **Anti-Discrimination:** Intentionally deleted

27. **Rules and Regulations:** Tenant shall faithfully observe and comply with the rules and regulations which shall apply to and be for the mutual benefit of all tenants in the Building and all reasonable modifications of and additions thereto from time-to-time put in effect by Landlord. Such rules and regulations are specified in **Exhibit D** attached hereto and incorporated herein.

28. **Quiet Enjoyment:** Landlord covenants and agrees that Tenant, upon performance of all Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming under Landlord, subject to the other terms and provision of this Lease and subject to all mortgages, underlying leases and other underlying matters of record to which this Lease is or may become subject to and subordinate. Landlord shall not be responsible for interruption of utilities or other adverse effects on Tenant's quiet enjoyment which arise through no fault of Landlord.

29. **Notices:** All notices by either party to the other shall be in writing and may be delivered personally or by certified or registered mail to the following addresses:

To Tenant: King County Real Estate Services Section
500 Fourth Avenue, Suite 500
Seattle, WA 98104-3279

To Landlord: Institute For Family Development
34004 16th Ave S., Suite 200
Federal Way, WA. 98003

or at such other address as either party may designate to the other in writing from time-to-time.

30. **Time:** Time is of the essence of this Lease and of each and all of the agreements, conditions, and provisions herein.

31. **Entire Agreement:** This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, occupancy and use of the Premises and

Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

32. **Interpretation - State Law:** The titles to paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This Lease shall be governed by the laws of the State of Washington.

33. **Severability:** The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or void.

34. **Addenda:** Any addendum attached hereto and either signed or initialed by the Landlord and Tenant shall be deemed a part hereof.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease on the dates specified below,

LANDLORD:

TENANT: - King County, Washington

By: C Booth

By: Stephen Salyer
Stephen Salyer, Manager
Real Estate Services Section

Date: 1/29/10

Date: 1/27/10

APPROVED AS TO FORM ONLY:

By: Tim Barnes
Tim Barnes, Senior Deputy Prosecuting Atty.

Date: 1-27-10

KING COUNTY JUVENILE COURT
SERVICES

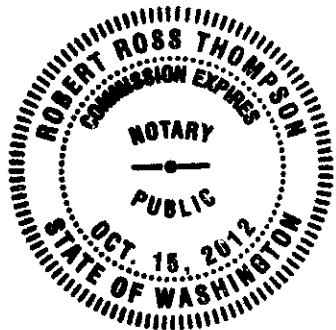
By: _____

Date: _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that Stephen Sulyer signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the Manager, RSS of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 1.27.2010

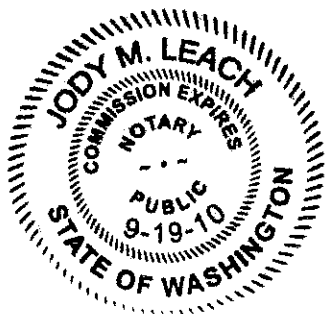


Phil Thompson
NOTARY PUBLIC in and for the State of Washington residing at Seattle, WA. My appointment expires 10.15.2012.

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

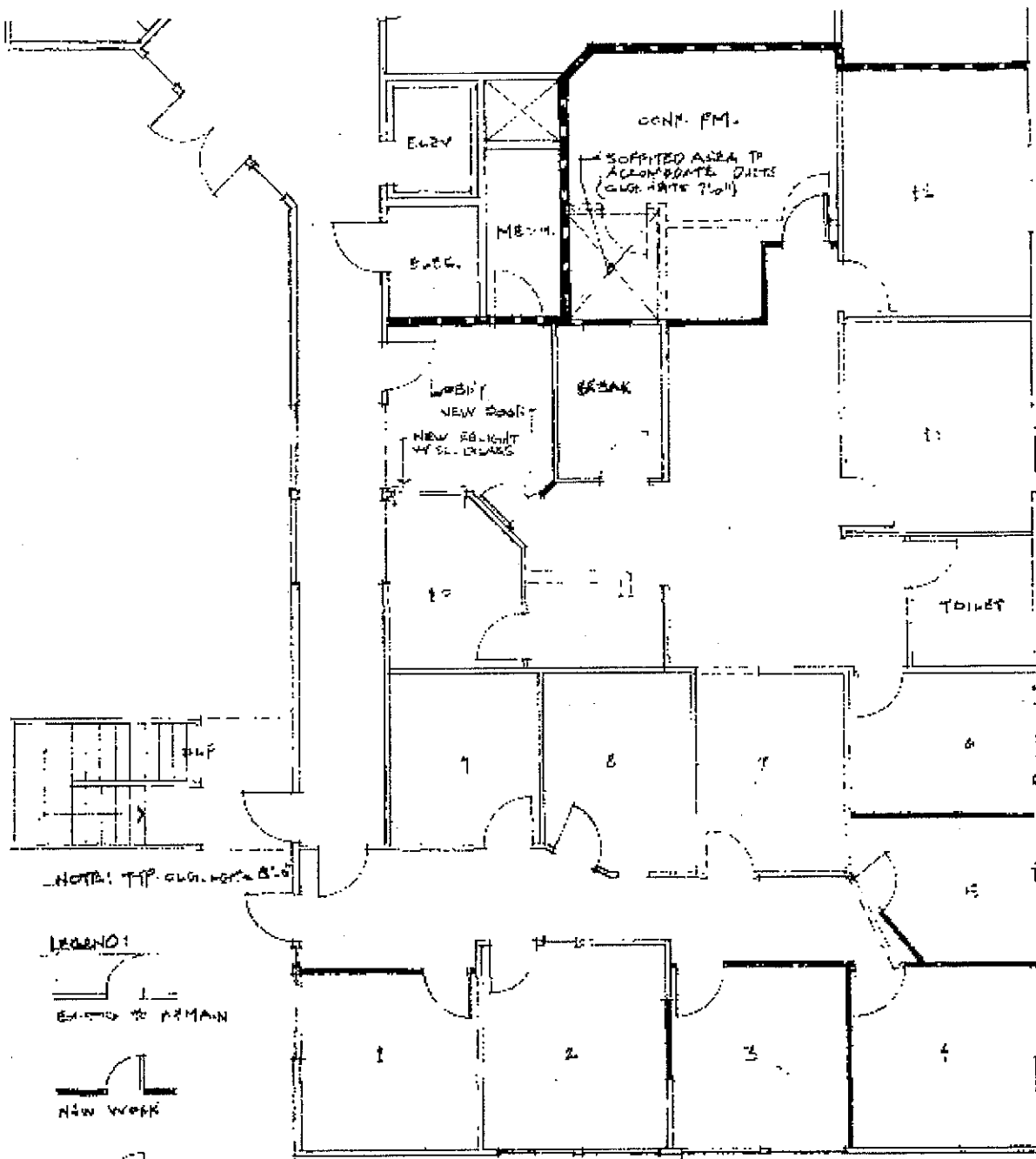
On this day personally appeared before me Charlotte Booth, to me known to be the Dir. Director of the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 29, day of Jan, 2010.



NOTARY PUBLIC in and for the State of Washington residing at Pequah Valley, WA. My appointment expires 9/19/10.

(Exhibit A follows—next page)



NOTE: TYP. CUR. WORK 8'-0"

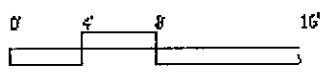
LEGEND:

- EXISTING TO REMAIN
- NEW WORK
- EXISTING TO BE REMOVED

REVISED 11.11.09
- CONF ROOM COLR

Floor Plan 1/8" = 1'-0"

Spaces D & E = 3,222 s.f. ±



340 Building • Federal Way, Washington

M. Howland / Architect

10.21.09



EXHIBIT A.1

Legal Description of Property

The Premises described herein are located in the Cedars Building, located at 34004 16th Avenue South, Federal Way, Washington 98003, and known as Suite 101.

The Building is located on Lot 16, Kit's Corner Business Park, Records of King County, Washington; further identified as assessor's parcel number 390380-160.

EXHIBIT B

Tenant Improvements: Landlord, at Landlord's cost and expense, shall deliver the Premises on a "turnkey" basis. Proposed improvements are referenced on Exhibit A attached hereto. The Landlord shall provide new paint and carpet throughout the space and provide a lock on the new door in the reception area. All Building systems shall be in good working condition.

EXHIBIT C

This addendum is hereby fully incorporated into and made a part of the Lease, dated January 1, 2010 (for reference purposes only), between the Institute for Family Development and King County – Juvenile Court Services. All capitalized terms shall have the meaning set forth in the Lease unless specifically defined otherwise in this addendum.

Rent Schedule:

March 1, 2010 through October 31, 2010: \$none
November 1, 2010 through December 31, 2011: \$4,469.75 per month
January 1, 2012 through December 31, 2012: \$4,833.00 per month
January 1, 2013 through December 31, 2014, \$4,967.25 per month
January 31, 2015 through December 31, 2015: \$5,101.50 per month

Option to Renew: The Tenant shall have the Option to Renew this for Two (2) additional five (5) year terms. The Tenant shall give 180 days written notice of its intent to renew. The Rate for the renewal term shall be at the then fair market rate, as reasonably negotiated by Landlord and Tenant.

Early Access: The Tenant, its agents and contractors, shall be allowed access to the Premises thirty days prior to the Commencement Date, with no obligation to pay rent, for the sole purpose of planning, measuring and installing improvements such as telephone systems, furniture, computer cabling and trade fixtures. Said access shall not interfere with the Landlord's work.

Operating Expenses: Beginning in the year 2011, Tenant shall pay its proportionate share of any increases in Building operating expenses above those paid by the Landlord for the year 2010. Operating expenses shall be prorated on a 100% occupied Building. Tenant shall pay as additional rent its pro rata share (based on Tenant's rentable square footage as a percentage of the whole Building, except those services used exclusively by Tenant, which Tenant shall pay entirely) of real property taxes and assessments, insurance premiums, electricity, natural gas, water, sewer, alarms, telephone lines, maintenance reserves, supplies used by Tenant, garbage removal and ground and Building maintenance and repair, including janitorial services ("Operating Expenses), commensurate with good Building management practices, as defined by the guidelines of the Building Owners and Managers Association, excluding (a) the costs of specialized services rendered to other individual tenants, (b) leasing commissions and expense, (c) costs of capital replacements or additions required to be capitalized in accordance with generally accepted accounting principles, and (d) costs attributable as operating expenses of individual tenants, including Landlord's costs that are not related to operation and maintenance of the Premises. The Operating Expenses will be adjusted annually, based on actual costs. The amount over or short will be credited to Tenant or paid to Landlord.

Parking: The Landlord shall provide fifty one (51) unreserved parking stalls available to the Tenants at the Building on a first come, first served basis. The Landlord shall provide the Tenant one (1) reserved parking stall for the exclusive use of the Tenant. There shall be no parking fees during the initial term or extensions of this Lease.

Representation. Craig L. Michalak, Inc. represented the Landlord and Washington Partners, Inc. represented the Tenant in this transaction. Both parties confirm receipt of "The Law of Real Estate Agency" as required under RCW 18.86.030.

Tenant Advisory Fee. Tenant has contracted with Washington Partners to provide tenant advisory services on its behalf. Landlord shall pay directly to Washington Partners a real estate consulting fee of 5.0% of the total lease consideration attributable only to the initial lease term .

EXHIBIT D

Rules and Regulations

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise sun screen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without first obtaining written consent from the landlord.
4. The toilet rooms, 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 and 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.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Building without the prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought in to the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
7. Tenant shall not use, keep or permit to be used or kept any foul noxious gas or substance or hazardous material in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the 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 brought in or

kept in or about the Premises or the Building.

8. No cooking, except microwave type ovens and coffee makers, shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 7:00 a.m., the following day, access to the Building, or to the halls corridors, elevators or stairways in the Building or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The 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 case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.
12. Landlord reserves the right to exclude or expel from the Building 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 any of the rules and regulations of the Building.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.
14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

19. The Cedars 340 Building is a No Smoking Building. Smoking outside the Building is permitted only in landlord-designated areas.
20. No Pets allowed.