

THREE WACHOVIA CENTER RULES AND REGULATIONS

PLEASE REFER TO THE RULES AND REGULATIONS SECTION IN YOUR LEASE FOR ANY ADDITIONAL OR ALTERNATE RULES AND REGULATIONS THAT MAY APPLY.

1. Smoking, whether cigarettes, cigars, or otherwise, is prohibited at all times (i) within the Building (including but not limited to the Premises and the Common Areas located within the Building), (ii) within 25 feet of any Building entrance outside the Building, and (iii) within the non-smoking areas designated by Landlord from time-to-time in the Common Areas outside the Building.
2. Sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not intended for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of such tenant's business unless such persons are engaged in illegal activities. No tenant, and no employees or invitees of any tenant, shall go upon the roof of the Building, except as authorized by Landlord.
3. No sign, placard, picture, name, advertisement or notice, visible from the exterior of the premises shall be inscribed, painted, affixed, installed or otherwise displayed by any tenant either on its premises or any part of the Building without the prior written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, name, advertisement, or notice without notice to and at the expense of that tenant. If Landlord shall have given such consent to any tenant at any time, whether before or after the execution of the lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of such lease, and shall be deemed to relate only to the particular sign, placard, picture, name, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to any other such sign, placard, picture, name, advertisement or notice. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of the tenant by a person approved by Landlord.
4. The bulletin board or directory of the Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom.
5. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awning, hangings or decorations shall be attached to, hung or placed in or used in connection with, any window or door on the premises of any tenant without the prior written consent of Landlord. In any event and with the prior written consent of Landlord, all such items shall be installed in such a manner that they shall in no way be visible from the exterior of the Building. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors that might appear unsightly from outside the premises of any tenant.
6. Landlord reserves the right to exclude from the Building between the hours of 6 pm and 8 am Monday through Friday and at all hours on Saturdays, Sundays, and holidays all persons who are not tenants or their accompanied guests in the Building. Each tenant shall be responsible for all persons whom it allows to enter the Building and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for error with regard to the admission to or exclusion from the Building of any person. During the continuance of any invasion, mob, riot, public excitement, emergency or other circumstance rendering such action advisable in Landlord's opinion, Landlord reserves the right to evacuate the Building and/or prevent access to the Building by closing the doors, or otherwise, for the safety of tenants and protection of the Building and property in the Building.
7. No tenant shall employ any person or persons other than the janitor or Landlord for the purpose of

cleaning the Premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness of the premises. Landlord shall in no way be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done to the effects of any tenant by the janitor or any other employee or any other person. Landlord shall not be responsible for the preservation of good order and cleanliness of the premises when the premises are occupied after normal business hours.

8. No tenant shall obtain for use upon its premises ice, drinking water, food, beverage, towel or other similar services except through facilities provided by Landlord (and maintained by tenant) and under regulations fixed by Landlord, or accept barbering or shoe shine services in its premises except from persons authorized by Landlord.
9. Each tenant shall see that all doors of its premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before the tenant or its employees leave such premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness the tenant shall make good all injuries sustained by other tenants or occupants of the Building. On multiple-tenancy floors, all tenants shall keep the door or doors to the Building corridors, stairwells and rest rooms closed at all times except for ingress and egress.
10. As more specifically provided in each tenant's lease, each 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 shall refrain from attempting to adjust any controls. Each tenant shall keep window coverings in its premises closed when the effect of sunlight or cold weather would impose unnecessary loads on the Building's heating or air conditioning systems.
11. No tenant shall alter any lock or access device or install a new or additional lock or access device to any bolt on any door of its premises without the prior written consent of Landlord. If Landlord shall give its consent, the tenant shall in each case furnish Landlord with a key for any such lock.
12. No tenant shall make or have made additional copies of any keys or access devices provided by Landlord. Each tenant, upon the termination of the tenancy, shall deliver to Landlord all keys or access devices for the Building, offices, rooms and toilet rooms which shall have been furnished to the tenant or which the tenant shall have made. In the event of the loss of any keys or access devices so furnished by Landlord, tenant shall pay Landlord therefor.
13. 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, including coffee grounds, shall be thrown therein, and the expense of any breakage, stoppage or damages resulting from violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.
14. No tenant shall use or keep on its premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment. Such limited quantities shall be only stored in containers approved by appropriate regulatory agencies. No tenant shall use any method of heating or air conditioning other than that supplied by Landlord.
15. No tenant shall use, keep or permit to be used or kept in its premises any foul or noxious gas or substance or permit or suffer such 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 birds or animals other than seeing eye dogs and like animals be brought or kept in or about any premises of the Building.
16. No cooking shall be done or permitted by any tenant on its premises (except that use by the tenant of Underwriter's Laboratory approved equipment for the preparation of coffee, tea, hot chocolate and similar

beverages for tenants and their employees shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, and city laws, codes, ordinances, rules and regulations) nor shall its premises be used for lodging.

17. Except with the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, no tenant shall sell or permit the sale of newspapers, magazines, periodicals, theater tickets, movie tickets, lottery tickets, or any other goods or merchandise in or on its premises, nor shall tenant carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting, printing, photocopying or any similar business in or from its premises for the service or accommodation of occupants of any other portion of the Building, nor shall its premises be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall its premises be used for any improper, immoral or objectionable purpose, or any business activity other than that specifically provided for in that tenant's lease.
18. If tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions for their installation. No tenant shall operate any television, radio, recorder or sound system in such a manner as to cause a nuisance to any other tenant of the Building.
19. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the premises shall be subject to the written approval of Landlord.
20. No tenant shall install any radio or television antenna, loudspeaker or any other device on the exterior walls or the roof of the Building. No tenant shall interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
21. No tenant shall lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.
22. No furniture, freight, equipment, materials, supplies, packages, merchandise, or other property will be received in the Building or carried up or down the elevators except between such hours and in such elevators as shall be designated by Landlord. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture, files, bookcases or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by Landlord to be necessary to distribute properly the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of the responsible tenant. Business machines and mechanical equipment belonging to any tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed and maintained by tenant, at tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord.
23. No tenant shall place a load upon any floor of its premises that exceeds the load per square foot that such floor was designed to carry and which is allowed by law. No tenant shall mark, or drive nails, screw or drill into, the partitions, woodwork or plaster or in any way deface its premises or any part thereof.
24. No tenant shall install, maintain or operate upon its premises any vending machines without the written consent of Landlord.
25. There shall not be used in any space, or in the public areas of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or other such material-handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any tenant into or kept in or about its premises.

26. Each tenant shall store all its trash and garbage within the interior of its premises. No material shall 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 in the city without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.
27. Canvassing, soliciting, distribution of handbills or any other written materials, and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in the Building.
28. Landlord reserves the right to exclude or expel from the Building 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 Building.
29. Without the prior written consent of Landlord, no tenant shall use the name of the Building in connection with or in promoting or advertising the business of such tenant except as that tenant's address.
30. Each tenant shall comply with all energy conservation, safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
31. Tenant assumes any and all responsibility for protecting its premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the premises closed. No weapons, concealed or otherwise, are allowed in the Building.
32. The requirements of each tenant will be attended to only upon application at the office of the Building 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 employees will admit any person (tenant or otherwise) to any office without specific instructions from Landlord.
33. 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 tenants of the Building.
34. Landlord reserves the right to make such other reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Each tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.
35. All wallpaper or vinyl fabric materials which any tenant may install on painted walls shall be applied with a strippable adhesive. The use of non-strippable adhesives will cause damage to the walls when materials are removed and repairs made necessary thereby shall be made by Landlord at that tenant's expense.
36. Each tenant shall provide and maintain hard surface protective mats under all desk chairs that are equipped with casters to avoid excessive wear and tear to carpeting. If any tenant fails to provide such mats, the cost of carpet repair or replacement made necessary by such excessive wear and tear shall be charged to and paid for by that tenant.
37. Each tenant will refer all contractors, contractor's representatives and installation technicians, rendering any service to such tenant, to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Building, including installations of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.
38. Each tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to promptly.

- 39.** Each tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by its employees, agents, clients, customers, invitees and guests.
- 40.** These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building.