

Building Rules and Regulations for Tenants

- 1. Tenant shall not obstruct or interfere with the rights of other tenants of the Office Building, or of persons having business in the Building Project, or in any way injure or annoy such tenants or persons.
- 2. Tenant shall only use Premises for the purpose stated in <u>Paragraph 1.3</u>. Tenant shall not use the Premises for lodging, sleeping, cooking, or for any immoral or illegal purpose or for any purpose that will damage the Premises or the Building Project, or the reputation thereof, or for any purposes other than those specified in the Lease.
- 3. Canvassing, soliciting and peddling in the Building Project is prohibited without the prior written approval of Landlord. Tenant shall not disturb, solicit, or canvass any occupant of the Center without the prior written approval of Landlord.
- 4. Tenant shall not bring or keep within the Premises any animal, bicycle or motorcycle.
- 5. Tenant shall not conduct mechanical or manufacturing operations (including Jewelry manufacturing), or place or use any inflammable or hazardous fluid, substance, or device in or about the Premises without the prior written consent of Landlord. Tenant shall comply with all rules, orders, regulations of the applicable Fire Rating Bureau, or any other similar body, and Tenant shall not commit any act or permit any object to be brought or kept in the Premises which shall increase the rate of fire insurance on the Premises or on property located therein.
- 6. Tenant shall not use the Premises for manufacturing or for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Premises for general and jewelry retail purposes and except in such portions of the Premises as may be specifically designated by Landlord for such storage. Tenant shall not occupy the Premises or permit any portion of the Premises to be occupied for the manufacture or direct sale of liquor, narcotics, or tobacco in any form, or as a medical office, music or dance studio or employment agency. Tenant shall not conduct in or about the Premises any auction, public or private, without the prior written approval of Landlord.
- 7. Tenant shall not install or use in the Premises any additional air conditioning unit, engine, boiler, generator, machinery, heating unit, stove, water cooler, ventilator, radiator or any other similar apparatus without the prior written consent of Landlord, and then only as Landlord may direct.
- 8. Tenant shall not use in the Premises any machines, other than standard office machines such as calculators, personal computers, copying machines and similar machines, without the prior written approval of Landlord. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not cause improper noises, vibrations or odors within the Building Project.





- 9. Tenant shall move all freight, supplies, furniture, fixtures and other personal property into, within and out of the Building Project at such times and through such entrances as may be designated by Landlord, and such movement of such items shall be under the supervision of Landlord. Landlord reserves the right to inspect all such freight, supplies, furniture, fixtures and other personal property to be brought into the Building Project and to exclude from the Building Project, all such objects which violate any of these rules and regulations of the provisions of the Lease. Tenant shall not move or install such objects in or about the Premises in such a fashion as to unreasonably obstruct the activities of other Tenants, and all such moving shall be at the sole expense, risk and responsibility of Tenant. Tenant shall not use any hand trucks other than those equipped with rubber tires and side guards in the delivery, receipt or other movement of freight, supplies, furniture, fixtures and other personal property to, from, or within the Building Project.
- 10. Tenant shall not place within the Premises any safes, copying machines, computer equipment other than desktop personal computers or other objects of unusual size or weight, nor shall Tenant place within the Premises any objects which exceed the floor weight specifications of the Premises without the prior written consent of Landlord. The placement and positioning of all such objects within the Premises shall be prescribed by Landlord and such objects shall, in all cases, be placed upon plates or footings of such size as shall be prescribed by Landlord.
- 11. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or outside of the Premises, except in the refuse containers provided therefore. Tenant shall not introduce into the Premises any substance which might add an undue burden to the cleaning or maintenance of the Premises or the Building Project. Tenant shall exercise its best efforts to keep the Common Areas (including without limitation, the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building Project) clean and free from rubbish.
- 12. Tenant shall use the Common Areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons upon Common Areas or elsewhere within the Building Project. The Common Areas and roof of the Building Project are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building Project and its tenants. Tenant shall not enter the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Center without the prior written consent of Landlord.
- 13. Tenant shall not use the washrooms, restrooms and plumbing fixtures of the Premises and appurtenances thereto for any other purpose than the purposes for which they were constructed, and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets or otherwise. In the event Tenant or Tenant's servants, employees, agents, contractors, licenses, invitees, guests or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, Tenant shall pay to Landlord the costs of repair or replacement plus a twenty percent (20%) administrative charge.

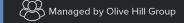




- 14. Tenant shall not hang any banners, signs and/or posters (collectively referred to as "Signs") of any kind whatsoever in any exterior portion of the "Main Building Structure" of the Premises (the exterior portion of the Main Building Structure as used herein, shall include but not be limited to, the exterior side of all walls, windows and any and all portions of patio areas of the Premises), without the prior written approval from Landlord and the City of Los Angeles, as specifically required by Article 961, Sections 9610.4(i) and 9610.9(a) of the City of Los Angeles Sign Code. In the event Tenant fails to obtain the prior written approval of both Landlord and the City of Los Angeles, Landlord shall notify Tenant of its noncompliance with the City Sign Code and these Rules and Regulations. Tenant shall immediately comply with Landlord's demand to remove such Sign. If Tenant should fail or refuse to remove such Sign, Tenant shall thereafter be assessed a Two Hundred and No/100 Dollars (\$200.00) per day fine by Landlord and shall also be subject to any and all prosecution, penalties and fines which the City of Los Angeles may thereafter impose. Upon removal of any wall decorations, banners, signs, or installations or floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense.
- 15. Tenant shall refer all contractors' representatives, installation technicians, janitorial workers and other mechanics, artisans and laborers rendering any service in connection with the repair, maintenance or improvement of the Premises to Landlord for Landlord's approval and/or supervision before performance of any such service.
- 16. Landlord shall have the right to prohibit any publicity, advertising or use of the name of the Office Building or the Building Project by Tenant which, in Landlord's opinion, tends to impair the reputation of the Office Building, or the Building Project, or its desirability for offices and retail operations and upon written notice from Landlord, Tenant shall refrain from or discontinue any such publicity, advertising or use of the Building Project name.
- 17. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the Common Areas shall not be covered or obstructed by Tenant through placement of objects upon windowsills or otherwise. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system of the Premises by closing blinds and other window coverings when the sun's rays fall upon windows of the Premises. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilation, air conditioning, electrical wire, safety or light systems, nor shall Tenant tamper with or change the setting of any thermostat or temperature control valves in the Premises. Tenant shall give Landlord prompt notice of all accidents to or defects in air-conditioning equipment, plumbing, electric facilities, or any part of the appurtenances of the Premises.
- 18. Subject to applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days Tenant shall lock any entrance doors to the Premises used by Tenant immediately after using such doors. Tenant shall exercise reasonable precaution in the protection of their personal property from loss or damage by keeping doors to unattended areas locked. Tenant shall also report any thefts or





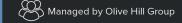


losses to Landlord or security personnel as soon as reasonably possible after discovery and shall also notify Landlord and security personnel of the presence of any persons whose conduct is suspicious or causes a disturbance.

- 19. Employees of Landlord shall not receive or carry messages for or to Tenant or any other person, nor contract with nor render free or paid services to Tenant or Tenant's servants, employees, contractors, jobbers, agents, invitees, licensees, guests or visitors. In the event that any of Landlord's employees perform any such services, such employees shall be deemed to be the agents of Tenant regardless of whether or how payment is arranged for such services and Tenant thereby indemnifies and holds Landlord harmless from any and all liability in connection with any such services and any associated injury or damage to property or injury or death to persons resulting therefrom.
- All keys to the exterior of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such keys. Tenant shall not make duplicate copies of such keys. Tenant shall not install additional locks or bolts of any kind upon any of the doors or windows of, or within, the Premises without written prior consent of Landlord, nor shall Tenant make any changes in existing locks or the mechanisms thereof. Tenant shall, upon the termination of its tenancy, provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Landlord all keys to the Premises and all interior doors, cabinets, and other key-controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key furnished to Tenant by Landlord, or upon request of Tenant for other security reasons, Tenant shall pay to Landlord the cost of replacing the same or of changing the keypad code, lock or locks opened by such code and/or key if Landlord shall deem it necessary to make such a change, plus a twenty percent (20%) administrative charge. Access to the lobby doors of the Office Building shall be through a card access system. Upon Tenant's approval Landlord shall issue access card(s) to authorized employees of Tenant. Tenant shall be required to place a security deposit, in an amount determined by Landlord, for each access card issued. Upon the return, to Landlord, of an access card(s) the security deposit will be refunded to Tenant.
- 21. For purposes hereof, the terms "Landlord", "Tenant", and "Premises" are defined as those terms are defined in the Lease to which these Rules and regulations are attached. Wherever Tenant is obligated under these Rules and Regulations to do or refrain from doing an act or things, such obligation shall include the exercise by Tenant of its best efforts to secure compliance with such obligation by the servants, employees, contractors, jobbers, agents, invitees, licensees, guests and visitors of Tenant.
- 22. No person shall disturb the occupants of the Building Project by the use of any musical instruments, the making of unseemly noises, or other unreasonable use.
- 23. Tenant, its employees, agents, customers, and invitees shall have the right to use parking space provided by Landlord but not so as to unreasonably interfere with the similar parking rights of other tenants.



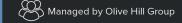




- 24. No vending machines or machines of any description shall be installed, maintained, or operated upon the Premises without the prior written consent of Landlord.
- 25. Temporary inconvenience occasioned by construction in or near the Building Project shall not be deemed to disturb Tenant as a part of the covenant of quiet enjoyment and possession.
- 26. Landlord is not responsible to any Tenant for the nonobservance or violation of the Rules and Regulations by any other Tenant.
- 27. Storage of vehicles or equipment in the parking area is prohibited. Landlord has the right to enforce this restriction by removal and storage of vehicles or equipment and such cost of storage and removal shall be borne by Tenant. Tenant shall observe designated restricted parking areas, such as visitor parking, fire lanes, handicap parking, and loading zones. Landlord has the right to enforce this parking rule by removal and storage of Tenant's vehicles at the expense of Tenant.
- 28. Tenant shall not be permitted to use any area of the Office Building outside of Tenant's Premises for storage of supplies, furnishings, equipment, or personal property without prior written consent of Landlord.
- 29. Landlord shall not be responsible to Tenant, their agents, employees, customers, or invitees for any loss of money, jewelry, or other personal property from the Premises or Common Areas. Landlord shall not be responsible to Tenant for any damages to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not.
- 30. Tenant will not be permitted to locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be borne by Tenant.
- 31. Tenant will be responsible for any damage to carpeting and flooring as a result of rust or corrosion of file cabinets, pot holders, roller chairs, and metal objects and plants.
- 32. Tenant shall permit Landlord six (6) months prior to the termination of this Lease to show Premises during business or nonbusiness hours to prospective tenants, however Landlord shall not unreasonably disturb Tenant's business.
- 33. Tenant valet parking, if applicable, shall be conducted in accordance with the following current guidelines (which may be modified at Landlord's discretion upon 15 days prior written notice to Tenant): (a) Parking for valet vehicles shall be permitted in allocated marked stalls only (which stalls may be relocated at Landlords discretion upon 15 days prior written notice to Tenant); (b) valet service and parking shall be conducted only between the hours of 8:00 a.m. and 6:00 p.m., seven days a week; (c) valet drop-off area and key station may be located within garage; (d) only a single lane of valet vehicles will be permitted in the drop-off area; (e) keys are required to remain in the ignition of valet vehicles left







at the drop-off area. 6. Tenant shall keep fire lanes clear of valet vehicles at all times; (f) Tenant shall be responsible abiding by the valet service in full compliance with all federal, state and municipal laws and regulations affecting such activity; and (g) Tenant shall be solely responsible for (i) policing the area to be used for valet drop-off and parking; (ii) all costs associated with the valet service and incidents thereto; and (iii) all liabilities arising from the operation of the valet service.

34. Neither Tenant nor any of its employees, suppliers, shippers, customers, invitees, licensees or other occupants of the Premises shall possess or consume on or near the Premises, any illegal, federally-controlled or otherwise prohibited substance, including, without limitation, marijuana (whether medicinal or otherwise) (collectively, "Controlled Substances"). In the event that Landlord, in its reasonable discretion, determines that Tenant and/or any of its employees, suppliers, invitees, licensees or other occupants of the Premises has brought or consumed any Controlled Substance near or on the Premises, Landlord shall submit a written notice to Tenant of such violation, and within one (1) business day thereafter Tenant shall pay to Landlord an amount equal to One Hundred Fifty and No/100 Dollars (\$150.00) for violation of this Paragraph 34 (and an additional One Hundred Fifty and No/100 Dollars (\$150.00) for each subsequent violation, if any). The occurrence of any two (2) violations of this Paragraph 34 in any calendar year, shall be deemed an Event of Default of this Lease, and Landlord shall be entitled to exercise any of its rights and remedies expressly provided in Paragraph 13.2 of the Lease.





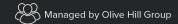
PARKING RULES

- 1. Parking areas shall be used only for parking be vehicles no longer than full size, passenger automobiles herein called "<u>Permitted Size Vehicles</u>." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
- 2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.
- 3. Parking stickers or identification devices shall be the property of Landlord and shall be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charge as is reasonably established by Landlord for the loss of such devices.
- 4. Landlord reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws, and/or agreements as set forth by Landlord.
- 5. Landlord reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances, and regulations.
- 6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
- 7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which risks are assumed by the party using the parking area.
- 8. Validation, if established, will be permissible only by such method or methods as Landlord and/or its licensee may establish at rates generally applicable to visitor parking.
- 9. The maintenance, washing, waxing, or cleaning of vehicles in the parking structure or Common Areas is prohibited.
- 10. Tenant shall be responsible for seeing that all of its employees, agents, and invitees comply with the applicable parking rules, regulations, laws, and agreements.
- 11. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper









operation of the parking area.

- 12. Such parking use, as in herein provided, is intended merely as a license only, and no bailment is intended or shall be created hereby.
- 13. Any vehicle not parking in a marked stall shall be towed at vehicle owner's expense.
- 14. No overnight parking shall be permitted without prior consent of Landlord.
- 15. If Tenant or its' employees park in any non-designated parking area, Landlord may charge Tenant, as an additional charge, Twenty-Five and No/100 Dollars (\$25.00) per day for each day or partial day such vehicle is parked in any part of the common areas other than that designated.
- 16. Landlord reserves the right to designate reserved parking spaces in the parking area.
- 17. Landlord reserves the right to require Tenant and its employees to park vehicles on designated levels of the parking structure.





