



**EXHIBIT D  
RULES AND REGULATIONS**

**OF**

**THE DEAN BUILDING**

I. General Provisions.

1. Definitions. For purposes of these rules and regulations, the following terms shall be defined as set forth below:
  - (a) "Building" shall mean the Dean Building
  - (b) "Landlord" shall mean **The Dean**, its successors or assigns.
  - (c) "Leased Premises" shall mean any leaseable space within the Building.
  - (d) "Manager" shall mean the building owner's representative, Lauren Baugh or Nils Richter, their successors or assigns or other manager as may be appointed from time to time by Landlord in its sole and absolute discretion.
  - (e) "Occupant" shall mean Tenants and any other occupants of the Building.
  - (f) "Premises" shall mean the Leased Premises and any other occupiable space located in or on the Building.
  - (g) "Tenant" shall mean any person(s) or entity leasing space within the Building.
2. Applicability. These rules and regulations shall apply to all Occupants of the Building except as specifically provided herein to the contrary. The Landlord shall be permitted (but not required) to grant relief from specific rules and regulations contained herein to one or more Occupants within the Building upon written request therefore and good cause shown in the sole opinion of the Landlord.
3. Additional Rules and Amendments. Landlord reserves the right to make other reasonable rules and regulations which it determines, from time to time, are necessary or appropriate for the safety, care, protection, cleanliness or good order of the Building. Any additional rules and regulations shall be binding upon each Occupant with the same force and effect as if included herein and in existence at the time the Occupant acquired its interest in the Building. Landlord further reserves the right at any time to modify or revoke any existing rule or regulation.

II. Operation of Premises.

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1. Signs and Advertising. No sign, advertisement, display, notice or other letter shall be exhibited, inscribed, painted, or affixed on any part of the outside of the Building or inside, if visible from the outside, or outside the Building, except as specifically set forth in Section 6.2 of the Lease. No symbol, design, mark, or insignia adopted by Landlord for the Building or the tenants therein shall be used in connection with the conduct of Tenant's business in the Premises or elsewhere without, in each instance, the prior written consent of Landlord which shall not be unreasonably withheld. All signs, displays, advertisements, and notices of Tenant so approved by Landlord shall be maintained by Tenant in good and attractive condition at Tenant's expense and risk. No "for sale", "for rent", or similar sign shall be displayed in any Premises, Unless prior approval is obtained by Management or Owner of The Dean.
2. Awnings. Except as specifically permitted in the Lease, no awning or other projections shall be attached to the outside walls of the Premises or the building of which they form a part without, in each instance, the prior written consent of Landlord.
3. Window Coverings. Tenant shall not place any curtains, draperies, shades, blinds, **window tinting**, decorations or other material in or on the windows, except as may be approved by Landlord, and/or as otherwise permitted under the Lease.
4. Pest Extermination. Tenant shall use at Tenant's cost pest extermination contractor as Landlord may direct and at intervals as Landlord may require, provided the cost thereof is competitive with any similar service available to Tenant.
5. Theft or Loss. Each Occupant is fully responsible for the protection of its premises and the contents thereof from robbery, theft, vandalism, pilferage or other loss.
6. Emergencies and Security. Each Occupant is to establish emergency procedures and shall provide the Manager with emergency telephone numbers and procedures. A list of emergency telephone numbers should also be posted in Tenant's Premises for employees' use in case of emergency. Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery and shall keep all doors securely fastened when not in use. Landlord recommends that Tenants have their locks changed upon moving into the Premises. **Landlord does retain a key for each Tenant's Premises.**
7. Floor Coverings. Tenant shall not install any linoleum, tile, carpet or any other floor covering, except as approved, in writing by Landlord, which approval shall not be unreasonably withheld.
8. Wall Coverings. Tenant shall not install any wall coverings, except with adhesives as may be approved by Landlord, which approval shall not be unreasonably withheld.

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9. Contractors. Tenant shall engage only licensed contractors to perform work in or about the Premises, including general contractors, plumbers and electricians, as may have been approved by Landlord.

### III. Restrictions and Prohibitions.

1. Nuisances. No business will use or permit the use of any apparatus for sound production or transmission of any exterior lighting as flashing lights, search lights, etc., or television or radio broadcast or permit live entertainment within or outside of the Premise in a manner so that the media may be heard or experienced outside the Premises. No Occupant will cause or permit objectionable odors to emanate or be dispelled from the premises.
2. Television and Radio Equipment. No Occupant shall be permitted to install any antenna or aerial wire, or **radio** or television **equipment** inside or **outside the Premises** without the prior written approval of the Landlord, which shall specify the terms and conditions for any installation.
3. Machinery and Equipment. Tenant shall not operate any machinery or equipment within the Premises that would cause loud noises or vibrations to a degree as would tend to disturb the occupancy of any other tenants within the Building. Tenant shall not place any safes, vaults, heavy equipment or other items on any portion of the Premises that would exceed the maximum load factor that the floor was designed to carry.
4. Vending Machines. No Occupant may operate for use by the general public any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, **amusement devices**, machines for sale of beverages, foods, candy, **cigarettes**, or other commodities without prior written consent of the Landlord. Any Occupant may install said vending machines or devices for use only by Occupant and its employees, provided installation is in a non-sales area.
5. Trash and Garbage. No Occupant shall permit the accumulation of rubbish, trash, garbage and other refuse in and around its Premises. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed in the area specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided that cost shall be competitive with any similar service available to Tenant. Tenant will not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord. No burning of trash, refuse or waste materials shall be allowed.

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6. Animals. No animals shall be permitted within any of the Premises.
7. Insurance Rates. No Occupant shall permit or suffer anything to be done or kept in its Premises which will increase the rate of insurance for Premises or the Building.
8. Restricted Access. Landlord reserves the right to restrict access to the roof, electrical, telephone room and other areas within the Building.

IV. Use of Common Areas and Operation of Building.

1. Use of Hallways and Sidewalks. No Occupant may obstruct any hallway, sidewalk, or walkway or any vestibule or entrance of its Premises or any portion of the common areas. Every Occupant's right to use all hallways, sidewalks, vestibules, entrances, corridors, and other common areas of the Building is limited to ingress and egress and for no other use. No Occupant shall permit the encumbrance or obstruction of any portion of the common areas. The Landlord reserves the right to control and operate all common areas in manner as it deems best for the benefit of the Building generally. No Occupant shall obstruct, litter, mar, or damage any part of the hallways, corridors, exterior door or walls, landscaped areas, or any other portion of the common areas, and any Occupant shall be responsible for any damage caused by it or its employees, agents, or contractors.
2. Security. The Landlord may take all the measures it may deem reasonably necessary or appropriate for the security of the Building, the Occupants and their invitees, licensees or employees including, but not limited to, searching for cause or suspected cause of any person entering, leaving, or within the Building, the evacuation of the Building or any part thereof for drill purposes or otherwise, the temporary denial to Occupants and their invitees, employees, or licensees of access to the Building of any portion thereof, and the closing of the Building, other than the ground floor retail tenants' premises, on non-business days, legal holidays, and after business hours. Tenant and its employees shall at all times have access to the Premises.
3. Solicitations. Solicitations, including the distribution of handbills or other advertising matter to any Occupant, shall be prohibited within the Building unless specifically authorized in advance by the Landlord, provided that nothing herein shall prohibit Tenant from distributing its coupons, handbills and other advertising materials outside of the Building subject to and in accordance with all applicable laws and ordinances.

V. Enforcement.

1. Every Occupant shall comply with these rules and regulations as set forth herein, and any and all rules and regulations which from time to time may be adopted by Landlord. Failure of an Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive

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relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Landlord, a fine or fines may be imposed upon an Occupant for failure of an Occupant, its guest, invitees, lessees or employees, to comply with any restriction, rule, or regulation after notice of violation and shall pay to Landlord One Hundred and NO/100 (\$100.00) Dollars for each day or portion thereof that Tenant fails to correct violation. Any violation of these rules and regulations which is not corrected within thirty (30) days of notice to Tenant by Landlord shall be deemed an event of default under Tenant's Lease.

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