

## PINNACLE PEAK OFFICE PARK ASSOCIATION

### PROJECT RULES AND REGULATIONS

1. Association 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, finishes, or contents of the building, and Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees will comply with Association's reasonable requirements relative to such systems and procedures.
2. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors of the Project shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises demised to any Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees. The halls, passages, exits, entrances, elevators, escalators, and stairways are not for the general public, and Association 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 Association would be prejudicial to the safety, character, reputation, and interests of the building and its Unit Owners and/or his Tenants or Occupants, and their respective employees and invitees, provided that nothing contained in these rules and regulations will be construed to prevent such access to persons with whom any Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees will go up on the roof of the building except such roof or portion of such roof as may be contiguous to the premises of a Unit and may be designated in writing by Association as a roof deck or roof garden area. No Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees 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.
3. No awnings or other projection shall be attached to the outside walls or windows of the Project. No curtains, blinds, shades or screens shall be attached to or hung in or used in connection with any window or door of the Purchased Unit without the prior consent of Association, which consent shall not be unreasonably withheld, delayed or conditioned.
4. The windows and doors that reflect or admit light and air into the passageways or other public places in the Project shall not be covered or obstructed nor shall any bottles, parcels or other articles be placed on any window sills.
5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Project nor placed in the corridors, vestibules or other public parts of the Project. No sign, placard, picture, name, advertisement, or written notice visible from the exterior of the Purchased Unit will be inscribed, painted, affixed, or otherwise displayed by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees on any part of the building or the Purchased Unit without the prior written consent of Association, which consent shall not be unreasonably withheld, delayed or conditioned. Upon Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees' request, Association will adopt and furnish to Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees general guidelines relating to signs inside the building on the office floors. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees agree to conform to such guidelines. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees by a person approved by Association, which consent shall not be unreasonably withheld, delayed or conditioned. Other than draperies expressly permitted by Association and building standard mini- blinds, material visible from outside the building will not

be permitted. In the event of violation of this rule by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees, Association may remove the violating items in accordance with applicable law without any liability, and may charge the actual, reasonable expense incurred by such removal to the Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees violating this rule.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not bring or keep or permit to be brought or kept any inflammable, combustible, explosive or hazardous fluid, material, chemical or substance in or about the Purchased Unit except for cleaning solutions and products. All damages resulting from any misuse of the fixtures will be borne by the Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees who, or whose servants, employees, agents, visitors, or licensees, caused the same, including plugged drains and/or commodes.

7. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not mark, paint, drill into or in any way deface any part of the Project or the Purchased Unit except as permitted as part of Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees alterations under the Agreement. No boring, cutting or strings of wires shall be permitted except with the prior written consent of Association, which consent shall not be unreasonably withheld, delayed or conditioned and as Association may direct. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not install any resilient tile or similar floor covering in the Purchased Unit except in a manner approved by Association which approval shall not be unreasonably withheld, delayed or conditioned. In those portions of the Purchased Unit where carpet has been provided directly or indirectly by Association, Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees will at its own expense install and maintain pads to protect the carpet under all furniture having casters other than carpet casters.

8. No bicycles, vehicles or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Purchased Unit.

9. Except for cooking and heating of foods in a microwave oven for the convenience of Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees, no cooking shall be done or permitted in the Project by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees without the approval of Association, which approval shall not be unreasonably withheld, delayed or conditioned. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not cause or permit any unusual or objectionable odors to emanate from the Purchased Unit.

10. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not use the Purchased Unit for manufacturing, for the storage of merchandise or for the sale of merchandise, goods or property of any kind at auction.

11. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not make or permit to be made any unseemly or disturbing noises or disturb or interfere in any material respect with other Unit Owners and/or their Tenants or Occupants, and their respective employees and invitees of the Project or neighboring buildings or premises, whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, singing or in any other way.

12. No additional locks or bolts of any kind shall be placed upon any of the doors nor shall any changes be made in locks or the mechanism thereof except as permitted as part of Unit Owner alterations under the Agreement. In addition, no Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees will alter, change, replace, or re-key any

lock or install a new lock on any door of the Purchased Unit except as permitted as part of Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees alterations under the Agreement. Association, its agents, or employees will retain a master key to all door locks on the Purchased Unit. Any new door locks required by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees or any change in keying of existing locks will be installed or changed by Association following Unit Owner's and/or his Tenant's or Occupants written request to Association and will be at Unit Owner's and/or his Tenant's or Occupants expense. All new locks and re-keyed locks will remain operable by Association's master key.

13. All removals from the Project or the carrying in or out of the Project or from the Purchased Unit of any safes, freight, furniture or other bulky matter of any description must take place at such time and in such manner as Association or its agents may determine from time to time. Association reserves the right to inspect all freight to be brought onto the Project and to exclude from the Project all freight which violates any of the rules and regulations or the provisions of Unit Agreement.

14. Association shall have the right to prohibit any advertising or promotion of any type by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees which, in Association's reasonable opinion, tends to impair the reputation of the Project or its desirability as a building for offices and, upon notice from Association, Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall refrain from or discontinue such advertising.

15. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees, before closing and leaving the Purchased Unit at any time, shall see that all entrance doors are locked and all electrical equipment and lighting fixtures are turned off except for those items of computer or other equipment which Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees must continuously operate as part of its business.

16. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall, at its expense, provide artificial light in the Purchased Unit for Association's agents, contractors and employees while performing janitorial or other cleaning services and making repairs or alterations in said premises. Association agrees to use its best effort to ascertain Association's agents, etc. to turn off lights after leaving the premises.

17. No Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees will cause any unnecessary labor by reason of such Unit Owners and/or his Tenants or Occupants, and their respective employees and invitees carelessness or indifference in the preservation of good order and cleanliness. Should Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees actions result in any increased expense for any required cleaning, Association reserves the right to assess Unit Owner and/or his Tenants or Occupants for such expenses.

18. Association reserves the right to establish reasonable and non-discriminatory rules, uniformly enforced among the various Unit Owners and/or his Tenants or Occupants, and their respective employees and invitees, governing access to the Purchased Unit or the Project after normal Business Hours, or on holidays and weekends.

19. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not use the Purchased Unit or permit the Purchased Unit to be used for lodging or sleeping or for any immoral or illegal purposes or for any unlicensed activity or for any activity which, in Association's reasonable opinion, is not consistent with the professional office environment.

20. The requirements of Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees will be attended to only upon application at the office of Association. Project employees shall not be required to perform and shall not be requested by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees to perform any work outside of their regular duties unless under specific instructions from the office of the Association.
21. Canvassing, soliciting and peddling in the Project are prohibited, and each Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall cooperate in seeking their prevention.
22. If the Purchased Unit becomes infested with vermin, Unit Owner and/or his Tenants or Occupants, at its sole cost and expense, shall cause its premises to be exterminated from time to time to the reasonable satisfaction of Association and shall employ such exterminators therefore as shall be reasonably approved by Association.
23. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not place or permit to be placed on any part of the floor or floors of the Purchased Unit a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law. Association reserves the right to prescribe the weight and position of safes and other heavy objects, which must be placed so as to distribute the weight.
24. With respect to work being performed by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees in its premises with the approval of Association, Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall refer all contractors, contractors' representatives and installation technicians to Association for its supervision, approval and control prior to the performance of any work or services. This provision shall apply to all work performed in the Project, including any installation of telephones, telegraph equipment, electrical devices and attachments and installations of every nature affecting floors, walls, woodwork, trim, ceilings, equipment and any other physical portion of the Project.
25. Association shall not be responsible for lost or stolen personal property, equipment, money or jewelry from the Purchased Unit or public rooms, whether or not such loss occurs when the Project or the premises are locked against entry, unless such loss is the result of the negligent acts of Association or its agents, employees or contractors.
26. Association may permit entrance to the Purchased Unit by use of pass keys controlled by Association employees, contractors or service personnel directly supervised by Association and employees of the United States Postal Service.
27. (a) Association will not be obligated to provide any traffic control, security protection or operator for the parking areas; (b) Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees uses the parking areas at its own risk; and (c) Association will not be liable for personal injury or death, or theft, loss of, or damage to property at the parking areas unless caused by the negligent acts of Association, its employees, agents or contractors.
28. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees, agents, and visitors will use the parking spaces solely for the purpose of parking passenger model cars, small vans, and small trucks and will comply in all respects with any reasonable rules and regulations that may be promulgated by Association from time to time with respect to the parking areas. If any of the parking spaces are at any time used (a) for any purpose other than parking as provided above; (b) in any way or manner reasonably objectionable to Association; or (c) by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees after an Event of Default by Unit Owner and/or his Tenants or

Occupants, and their respective employees and invitees under the Agreement, Association, in addition to any other rights otherwise available to Association, may treat such action as a breach of Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees non-monetary obligations under the Agreement.

29. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees right to use the parking areas will be in common with other Unit Owners and/or his Tenants or Occupants, and their respective employees and invitees of the project and with other parties permitted by Association to use the parking areas. Subject to the provisions of Article 1.18 of the Agreement, Association reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Association, provided that Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees rights under the Agreement are preserved. Association will not be liable to Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees for any unavailability of Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees designated spaces, if any, nor will any unavailability entitle Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees to any refund, deduction, or allowance. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation). No overnight parking shall be allowed.

30. If the 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 Association's control, Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees inability to use the parking spaces will not subject Association to any liability to Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees and will not relieve Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees of any of its obligations under the Agreement and the Agreement will remain in full force and effect.

31. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees 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 Agreement; however, Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees may allocate the parking spaces among its employees.

32. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall observe and comply with the directional and parking signs on the property surrounding the Project, and Association shall not be responsible for any damage to any vehicle towed because of non-compliance by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees or its representatives with parking regulations.

33. Tenant shall not install any radio, telephone, microwave or satellite antenna, loudspeaker, music system or other device on the roof or exterior walls of the Project, or within any patio or balcony areas, or on common walls with adjacent Unit Owner.

34. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall store all trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles in the Project unless such material may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Association shall designate.

35. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall give prompt notice to Association of any accidents to or defects in plumbing, electrical or heating apparatus so that the same may be attended to properly.

36. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not bring unlawfully into the Project any pollutants, contaminants, kerosene, gasoline, or inflammable or combustible or explosive fluid or material or chemical substance or hazardous substances (as now or later defined under state or federal law).

37. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees must, upon the termination of its tenancy, restore to Association all keys of stores, offices and toilet rooms, either furnished to or otherwise procured by Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall deliver to Association the combination to all locks on all safes, cabinets and vaults which will remain in the Purchased Unit.

38. Association will have the right, exercisable upon written notice and without liability to any Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees, to change the name and street address of the building; however, Association shall reimburse Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees for the reasonable cost to replace existing or previously ordered stationery and business cards inscribed with the name and/or address of the building.

39. No Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall permit or allow any firearms or explosives of any kind to be brought onto the Project or into the Purchased Unit.

40. No act or thing done or omitted to be done by Association or Association's agent during the term of the Agreement in connection with the enforcement of these rules and regulations will constitute an eviction by Association of any Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees nor will it be deemed an acceptance of surrender of the premises by any Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Association. The delivery of keys to any employee or agent of Association will not operate as a termination of the Agreement or a surrender of the premises unless such delivery of keys is done in connection with a written instrument executed by Association approving the termination or surrender.

41. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall maintain any patio or balcony area in a neat, broom clean condition. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall not store, either permanently or temporarily, and boxes, crates or other materials in any patio or balcony area. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall have the right to place exterior patio furniture within a patio or balcony area, provided the style and quality of such furniture is approved in advance by Association. Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees shall maintain in good condition and repair any furniture placed in a balcony or patio area.

42. In these rules and regulations, Unit Owner and/or his Tenants or Occupants, and their respective employees, agents, invitees, visitors, licensees and others of Unit Owner and/or his Tenants or Occupants, are permitted to use or occupy the Purchased Unit.

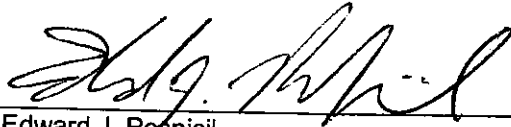
43. These rules and regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Agreement.

Unit Owner and/or his Tenants or Occupants, and their respective employees and invitees hereby acknowledge the receipt of the Project Rules and Regulations.

**ADOPTED SEPTEMBER 14, 2005**

**ASSOCIATION:**

PINNACLE PEAK OFFICE PARK ASSOCIATION

A handwritten signature in black ink, appearing to read "Ed. J. Pospisil", written over a horizontal line.

By: Edward J. Pospisil  
Its: President