



GATEWAY PLAZA

TENANT RULES AND REGULATIONS

EXHIBIT E
RULES AND REGULATIONS

1. Landlord may refuse admission to the Building outside of Business Hours to any person not possessing a valid card key. Except as expressly provided in Section 5.01(h)(ii) of the Lease, Landlord shall furnish card keys to persons for whom any Tenant requests the same in writing at the then-current cost per card assessed by Landlord to tenants generally. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, reputation and interests of the Building or its Tenants may be denied access to the Building or may be ejected therefrom. In case of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of Tenants, the Building and protection of property in the Building. Landlord may, with consent of the Tenant, require any person leaving the Building with any package or other object to exhibit a pass from the Tenant from whose Premises the package or object is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any Tenant against the removal of property from the Premises of any Tenant. Landlord shall in no way be liable to any Tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from a Tenant's Premises or the Building under the provisions of this rule.

2. 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 Lease or these Rules and Regulations.

3. Neither Tenant nor any partner, officer, employee, licensees, agent or invitee of Tenant (collectively, "Tenant Personnel") shall at any time use, bring or keep upon the Premises any flammable, combustible, explosive, foul or noxious fluid, chemical or substance, or other hazardous substance or device in violation of any Requirements or do or permit anything to be done in the Premises or bring or keep anything therein which will in any way unreasonably obstruct or interfere with the right of quiet enjoyment by other tenants of their premises, or do, or permit anything to be done in their Premises which shall, in the reasonable judgment of Landlord or its manager, in any other way injure or annoy them, or conflict with the laws relating to fire, or with the regulations of the fire department or conflict with or increase the rates of any insurance policy upon the Building or any part thereof or any contents therein or conflict with any of the Requirements.

4. Nothing shall be done or permitted, or be brought into or kept in, the Premises which would impair or interfere with any of the Building services or the proper and economic heating, cooling, cleaning or other servicing of the Building or the Premises. Landlord will direct electricians as to where and how telephone, telegraph, data transmission, and other wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. All such work shall be performed pursuant to permits issued by all governmental authorities. Except as otherwise specifically approved by Landlord, all electrical ceiling fixtures hung in offices or spaces visible from the exterior of the Building must be of a quality, type, design and bulb color approved by Landlord.

5. Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business, in the building. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Building. Tenant shall not use any method of heating other than that supplied by Landlord.

6. To the extent Tenant has knowledge, Tenant shall give Landlord prompt notice of all accidents to or defects in air-conditioning equipment, plumbing, electric facilities or any part or appurtenance of their Premises.

7. Tenant shall use electric, gas and any other form of energy only from such sources of supply as is furnished in the Building.

8. All deliveries to the Building for or by Tenant are to be made through the service entrance to Building as designated by Landlord, unless special permission is granted by Landlord for the use of other Building entrances.

9. Furniture, equipment or supplies shall be moved in or out of the Building only upon the elevator designated by Landlord and then only during such hours and in such manner as may be reasonably prescribed by Landlord.

10. Should Tenant desire to place in the Building in areas other than as provided for in the Base Building Plans, any unusually heavy equipment, including, but not limited to, large files, safes and electronic data processing equipment, it shall first obtain written approval of Landlord to place such items within the Building, for the use of the Building elevators, and for the times at which and the proposed location in which such equipment is to be installed. The moving of safes or other heavy fixtures or equipment of any kind must be made upon previous notice to the Building management company and under the supervision of the Building management company. Landlord shall have the power to prescribe the weight and position of any equipment that may exceed the weight load limits of the building structure. Landlord shall have the right to withhold its consent or approval of Tenant's placing any equipment in the Premises if the weight thereof exceeds the weight load limits of the Building's structure for the location that Tenant has selected for such equipment.

11. Except for secured areas (such as safe rooms) for which a Tenant has received the prior written consent of Landlord, or any other lock which Tenant has provided the Building Management Company a master key, Tenant shall not place additional locks or bolts of any kind upon any of the doors or windows of its Premises and no lock on any door or window therein shall be changed or altered in any respect. Duplicate card keys for a Tenant's Premises and toilet rooms (if applicable) shall be procured from Tenant, or if Tenant requests, the Building management company, which may make a reasonable charge therefor.

12. Upon the termination of a Tenant's lease, all pass card keys to the Building, the Premises and toilet rooms, regardless of whether such card keys were furnished to or otherwise procured by Tenant, shall either be deactivated or be delivered to the Building management company. If the Building management company is unable to access any area of the Premises

due to the loss of any keys or a Tenant's failure to provide card key access to such area to the Building management company, Tenant shall pay to Landlord the cost of replacing the card key or of changing the lock or locks if Landlord shall deem it necessary to make such change. Landlord shall not be required to clean any secured areas (such as safe rooms) or any other areas as to which Tenant has limited access for security reasons.

13. Tenant shall not leave any refuse in the public hallways or other areas of Building (excepting Tenant's own Premises) for disposal.

14. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as an office building; upon written notice from Landlord, Tenant shall refrain from or discontinuc such advertising.

15. If Tenant employs laborers or others outside of the Building, such Tenant shall not have those persons paid in the Building, but shall arrange to pay their payrolls elsewhere. Tenant shall not advertise for laborers, giving an address at the Building.

16. Bicycles or other vehicles shall not be permitted in the offices, halls, corridors, lobbies and elevators of the Building, nor shall any obstruction of sidewalks or entrances of the Building by such be permitted. Landlord shall provide an area in the Parking Garage for parking of bicycles.

17. No cooking shall be done or permitted on the Premises by Tenant except (a) in designated canteen areas, or (b) in break-rooms or coffee stations equipped with UL-approved microwave ovens, coffee makers and similar small appliances. Tenant shall not cause or permit any unusual or objectionable odors to escape from the Premises.

18. The sidewalks, entries, passages, courts, elevators, vestibules, corridors, halls, and staircases available for common use by the tenants of the Building shall not be obstructed or used by any Tenant or any officer, employce, licensee, servant, agent, or invitee of any Tenant for any other purpose than ingress and egress to and from the respective offices. No Tenant Personnel shall enter upon the roof of the Building without the written consent of Landlord in each instance, except to the extent as may be provided in any license agreement executed by Landlord and Tenant.

19. Canvassing, soliciting and peddling in the Building is prohibited and all Tenants shall cooperate to prevent the same.

20. No animals, birds or pets (other than service dogs) of any kind shall be allowed in the Premises or the Building.

21. The water closets, wash basins, urinals, waste lines, vents, flues, and other plumbing components of the Building shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, acids, vapors, newspapers or other such substances of any kind shall be thrown into them. The expense caused by any

breakage, stoppage or damage resulting from a violation of this rule by any Tenant Personnel shall be paid by Tenant.

22. All glass, lighting fixtures, locks and trimmings in or upon the doors and windows of the Premises shall be kept whole and whenever any part thereof shall be broken through cause attributable to any Tenant Personnel shall immediately be replaced or repaired by Tenant, or if Tenant fails to do so, by Landlord at Tenant's expense.

23. The cost of repairing any damage to the public portions of the Building or the public facilities or to any facilities used in common with other tenants caused by any Tenant Personnel shall be paid by Tenant. Tenant shall not mark, paint, drill into, or in any way deface any part of the Building other than the Premises, and no boring shall be permitted, except with the prior written consent of Landlord and as Landlord may direct.

24. The sashes, sash doors, windows, side glass, glass floors and any lights or skylights that reflect or admit light into the halls or other places of Building shall not be covered or obstructed by Tenant without the prior written approval of 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. Tenant shall not attach awnings or other projections to the outside walls or surfaces of the Building nor coat the interior or exterior of any window without the prior written consent of Landlord.

25. Tenant shall cooperate fully with the life safety plans of the building as established and administered by Landlord. This includes participation by all Tenant Personnel in exit drills, fire inspections, life safety orientations and other programs relating to fire safety that may be promulgated by Landlord. Landlord will conduct a minimum of two (2) building fire drills each calendar year.

26. Except as expressly permitted in this Lease with respect to the 1st Floor Premises, no sign, picture, plaque, advertisement, notice or other material shall be exhibited, painted, inscribed or affixed by any tenant on any part of, or so as to be seen from the outside of, the Premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any Tenant or any officer, employee, licensee, servant, agent, or invitee of any Tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to such Tenant.

27. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises for general office purposes. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

28. Tenant shall not make or permit to be made any unseemly or disturbing noises, sounds or vibrations or disturb or interfere with occupants of this or neighboring buildings or Premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. Without limiting the foregoing, no loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to

be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall not create or maintain nor allow others to create or maintain, any nuisances, including without limiting the foregoing general language, loud noises, sound effects, bright lights, changing, flashing or flickering lighting devices or similar devices, smoke or dust, the effect of which will be visible from the exterior of the Premises.

29. All doors opening onto public corridors shall be kept closed, except when in use for ingress and egress, and left locked when not in use.

30. The building services required to be provided to Tenant under this Lease will be delegated to the Building management company, until otherwise notified by Landlord.

31. No vendor with the intent of selling such goods shall be allowed to transport or carry beverages, food, food containers, or similar items on any passenger elevators, except to the extent ordered by Tenant. The transportation of such items shall be via the service elevators in such manner as prescribed by Landlord.

32. Tenant shall cooperate with Landlord in the conservation of energy used in or about the Building, including, without limitation, cooperating with Landlord in obtaining maximum effectiveness of the cooling system by closing blinds or other window coverings when the sun's rays fall directly on windows of the Premises, and closing windows and doors to prevent heat loss. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, lighting, ventilating and air conditioning system and shall not place bottles, machines, parcels or any other articles which interfere with air flow. Tenant shall not attempt to modify (other than to adjust the temperature setting) or repair any thermostats or temperature control valves. Tenant shall use heat, gas, electricity, air conditioning equipment and heating equipment in a manner compatible with sound energy conservation practices and standards.

33. The Building will be a non-smoking Building. Landlord may designate, from time to time, locations on property adjacent to the Building as smoking areas, and Tenant shall cause all Tenant Personnel to comply with all directives from Landlord with respect to such smoking areas.

34. No Tenant Personnel shall possess any firearms, explosive devices, knives or other weapons in or about the Building and/or Premises.

35. Tenant shall not permit, allow or cause any public or private auction, "going out-of-business", bankruptcy, distress or liquidation sale in the Premises. It is the intent of the preceding sentence to prevent the Tenant from conducting its business in any manner that would give the public the impression that it is about to cease operation, and Landlord shall be the sole judge as to what shall constitute a distress-type sale.

36. Tenant shall not erect or maintain any barricades or scaffolding which may obscure the signs, entrances or show windows of any other tenant in the Building, or tend to interfere with any such other tenant's business.