Building Rules & Regulations

CODE OF CONDUCT

Welcome to The Summit. In order to provide a safe, secure and pleasant visit, we request your cooperation in complying with the Code of Conduct to be followed by all patrons. Violations of any of the following standards of behavior are grounds for withdrawal of your permission to remain on these premises, which are privately owned. Visitors are here by invitation and do not have a right to remain.

- 1. The commission of any act which is an offense under federal, state, or city law is strictly prohibited.
- 2. No disrupting the normal course of business for any Tenant, the property owners, or their managers.
- 3. The intimidation or menacing of another person by words, deed, or appearance is strictly prohibited.
- 4. No loitering or disorderly conduct within the buildings, the garage, or on the perimeter sidewalk within the property boundary.
- 5. No intentional or inconsiderate parking of a vehicle where danger or an obstruction is caused.
- 6. Intentional gathering in groups which cause a danger or obstruction to other pedestrians or to the free passage of vehicles is strictly prohibited.
- 7. The harassment of any person or being a public nuisance is strictly prohibited.
- 8. Vandalism, the application of any graffiti or the improper use of any equipment or interference with any mechanical device provided for the maintenance or safety of the Building is strictly prohibited.
- 9. No entering unauthorized areas.
- 10. No smoking on the property.
- 11. No depositing litter on the property.
- 12. No birds, fish or animals of any kind shall be brought into or kept in, on or about the Leased Premises, with the exception of service animals as recognized under ADA Guidelines.
- 13. No running, skateboarding, or bringing bicycles into the buildings.
- 14. No begging or soliciting in or around the buildings
- 15. No improper use of the restrooms or facilities, including taking extended wash periods.
- 16. Proper dress must be worn including shirts and shoes.
- 17. No persons who are itinerant, unclean, or malodorous are allowed.
- 18. Do not sit improperly on furniture, planters, etc.; sleep or put feet on chairs or tables.
- 19. No spitting, throwing trash or other materials.
- 20. No carrying weapons either in person or in a vehicle.
- 21. No engaging in any activity likely to upset or disturb other users of the building.
- 22. No driving through the garage against the direction indicated.

- 23. No engaging in any unsafe activity likely to cause danger to that or any other person.
- 24. Immersing oneself in the fountain is not allowed. The fountain is for observation purposes only.
- 25. Bicycles must be walked through the plaza areas and are not to enter the building. Bicycles shall enter through the parking garage and be parked at either designated bicycle parking locations.

RULES AND REGULATIONS

- 1. The sidewalks, halls, passages, elevators, stairways, exits and entrances of the Buildings shall not be obstructed or used for any purpose other than for ingress and egress from the Premises. The halls, passages, exits, entrances, elevators, retail arcade, escalators, balconies and stairways are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access to those areas by all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Buildings and its Tenants, provided that nothing shall be construed to prevent access to persons with whom Tenant normally deals in the ordinary course of its business, unless those persons are engaged in illegal activities. Tenant shall not go upon the roof of the Building.
- 2. The Premises shall not be used for lodging or sleeping. Unless ancillary to a restaurant or other food service use specifically authorized in Tenant's Lease, no cooking shall be done or permitted by Tenant on the Premises, except that the preparation of hot beverages and use of microwave ovens for Tenant and its employees shall be permitted.
- 3. Landlord shall clean the leased Premises in manner reasonably standard and consistent with the Building as a first class building in downtown Bellevue, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be permitted to enter the Building for such purpose, but Tenant shall have the right to have an employee on the Premises for special and/or extraordinary cleaning as desired by Tenant and at Tenant's expense. Tenant shall not cause unnecessary labor by reason of Tenant's carelessness and indifference in the preservation of good order and cleanliness.
- 4. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without furnishing Landlord with a key for any lock and obtaining Landlord's prior permission. Tenant, upon the termination of its tenancy, shall deliver to Landlord all keys and/or security cards to doors in the Building and the Premises that shall have been furnished to Tenant and in the event of loss of any keys and/or security cards so furnished, shall pay Landlord for the lost keys and/or security cards and changing of locks as a result of such loss.
- 5. The freight elevator shall be available for use by Tenant, subject to reasonable scheduling as Landlord shall deem appropriate. The persons employed by

Tenant to move equipment or other items in or out of the Building must be acceptable to Landlord. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, supplies, furniture or other property brought into the Building. No safes or other objects larger or heavier than the freight elevator of the Building is limited to carry shall be brought into or installed on the Premises without Landlord's prior written consent. Heavy objects shall, if considered necessary by Landlord, stand on wood strips of thickness as is necessary to properly distribute the weight of those objects. Landlord will not be responsible for loss of or damage to any property from any cause, and all damage done to the Building by moving or maintaining Tenant's property shall be repaired at the expense of Tenant. The moving of heavy objects shall occur only between those hours as may be designated by and only upon written notice to Landlord and the persons employed to move heavy objects in or out of the Building must be acceptable to Landlord.

- 6. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or flammable or combustible fluid or materials or use any method of heating or air conditioning other than that supplied by Landlord. Tenant shall not sweep or throw or permit to be swept or thrown from the Premises any debris or other substance into any of the corridors, halls or lobbies or out of the doors or windows or into the stairways of the Building and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises. Tenant shall not use, keep or permit or suffer the 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 in the Building.
- 7. During non-business hours and on holidays access to the Building, or to the halls, corridors or stairways in the Building, or to the Premises, may be refused unless the person seeking access is known to the Building and has a pass or is properly identified. Landlord shall in no case be liable for damages for the admission to or exclusion from the Building of any person whom Landlord has the right to exclude under Rule 1 above. In case of invasion, mob, riot, public excitement or other circumstances rendering that action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Buildings during the continuance of that activity by taking those actions that Landlord may deem appropriate, including closing entrances to the Buildings.
- 8. Tenant shall see that the doors of the Premises are closed and securely locked when Tenant's employees leave the Premises, after hours.
- 9. 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, no foreign substance of any kind whatsoever shall be deposited in any of them, and any damage resulting to them from Tenant's misuse shall be paid for by Tenant.
- 10. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale from the Premises of newspapers, magazines, periodicals, theater

tickets or any other goods, merchandise or service, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Premises for the service or accommodation of occupants of any other portion of the Buildings, nor shall the Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's Lease. No Tenant shall obtain for use upon the Premises ice, towel and other similar services, or accept barbering or shoe polishing services in the Premises, except from persons authorized by Landlord and at hours and under regulations fixed by Landlord.

- 11. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building.
- 12. Tenant shall not use in any space, or in the Common Areas of the Building, any hand trucks except those equipped with rubber tires and side guards or other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into the Building or kept in or about the Premises. All mail carts shall be equipped with rubber guards to protect elevators, doors and hallways.
- 13. No sign, advertisement or notice visible from the exterior of the Premises shall be inscribed, painted or affixed by Tenant on any part of the Buildings or the Premises without the prior written consent of Landlord.
- 14. Except as shown in the design plan approved by Landlord, the sashes, sash doors, windows, glass relights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed and, there shall be no hanging plants or other similar objects in the immediate vicinity of the windows or placed upon the window sills or hung from the window heads.
- 15. No Tenant shall lay linoleum or other similar floor covering so that it is affixed to the floor of the Premises in any manner except by a paste, or other material which may easily be removed with water, the use of cement or other similar adhesive materials being expressly prohibited. The method of affixing any linoleum or other similar floor covering to the floor, as well as the method of affixing carpets or rugs to the Premises, shall be subject to approval by Landlord. The expense of repairing any damage resulting from a violation of this Rule 15 shall be borne by the Tenant by whom, or by whose agents, clerks, employees or visitors, the damage shall have been caused.
- 16. All loading, unloading, and delivery of merchandise, supplies, materials and furniture to the Premises shall be made during reasonable hours and in entryways and elevators as Landlord shall designate. In its use of the building loading dock, Tenant shall not obstruct or permit the obstruction of loading areas, and at no time shall Tenant park vehicles in the loading areas except for loading and unloading.

- 17. Canvassing, soliciting, peddling or distribution of handbills or any other written material in the Building is prohibited and Tenant shall cooperate to prevent these activities.
- 18. Tenant shall not permit the use or the operation of any coin operated machines on the Premises, including, without limitation, vending machines, video games, pinball machines, or pay telephones without the prior written consent of Landlord.
- 19. Landlord may direct the use of all pest extermination and scavenger contractors throughout the Building and/or Premises at intervals as Landlord may require.
- 20. If Tenant desires telephone or telegraph connections, Landlord will direct service technicians as to where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without directions and prior approval from Landlord.
- 21. Tenant shall immediately, upon request from Landlord (which request need not be in writing), reduce its lighting in the Premises for temporary periods designated by Landlord, when required in Landlord's judgment to prevent overloads of mechanical or electrical systems of the Building.
- 22. Landlord reserves the right to select the name of the Building and to change the name as it may deem appropriate from time to time, and Tenant shall not refer to the Building by any name other than: (a) the names as selected by Landlord (as that name may be changed from time to time), or (b) the postal address, approved by the United States Post Office. Tenant shall not use the name of the Building in any respect other than as an address of its operation in the Building without the prior written consent of Landlord.
- 23. The requirements of Tenant will be attended to only upon application by telephone, email, online work order or in person at the Office of the Property manager. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from Landlord.
- 24. Landlord may waive any one or more of the Rules and Regulations for the benefit of any particular Tenant or Tenants, but no waiver by Landlord shall be construed as a waiver of the Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any Rules and Regulations against any or all of the Tenants in the Building.
- 25. Wherever the word "Tenant" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Tenant's assigns, subtenants, associates, agents, clerks, employees and visitors. Wherever the word "Landlord" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, employees and visitors.
- 26. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or part, the terms, covenants, agreements and conditions of any Lease of Premises in the Building.

27. 'Smoking', as used herein, shall be deemed to include the use of e-cigarettes, smokeless cigarettes and other similar products. All rules and regulations set forth are applicable to smoking also apply to the use of e-cigarettes, smokeless cigarettes and other similar products. Tenant shall cause its employees, agents, contractors, invitees, customers and visitors not to smoke or chew tobacco or use electronic smoking devices, e-cigarettes, or any unregulated nicotine delivery product in the Premises or in any portion of the Building or the Common Areas, except those areas expressly designated as smoking areas by Landlord. Persons may smoke cigarettes in designated areas only if the smoker uses designated receptacles for ashes and cigarette butts and does not interfere with any non-smoking persons using the area or with access to the Building.

Landlord reserves the right to make additional rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.