
CASTRO STATION

PROPERTY INFORMATION

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PROPERTY SERVICES

BUILDING HOURS & ACCESS

Regular building hours for Castro Station are from 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays. Access is available through lobby areas of the building. The lobby entrance doors will remain unlocked during regular business hours and will be locked at all other times (non-regular business hours).

To gain entry into buildings after hours and on weekends, you must have a programmed security access card. To unlock the entry doors for access after hours and holidays, please use your security access card at the card reader located on the entry monument sign to the right of the entry doors.

SECURITY

We have contracted with an outside vendor for after-hours property common area patrol services. This service is limited to the exterior common areas of the property and does not extend inside buildings. The current security patrol comes by the property twice per night, not on a fixed schedule, between the hours of 8:00 p.m. to 6:00 a.m., 7 days per week, 365 days per year. Should you need to reach after-hours security, please call (408) 879-2577 and reference "100 & 200 W. Evelyn Avenue."

SMOKING POLICY

Smoking is not permitted in any area within the buildings at any time and per the City of Mountain View smoking ordinances, smoking is not permissible within 50 feet of a building entrance. Please report any observed violations of this code to Building Management. Do not discard cigarette butts on walkways or landscaping; and note that doing so could cause a fire to ignite. We request that each tenant notify their employees of these smoking policies and ordinances.

TELECOMMUNICATIONS & ELECTRICAL EQUIPMENT

Should telephone and/or telecommunications contractors be required to disconnect and remove equipment, valid certificates of insurance must be provided to Building Management in advance of work being performed. No work is to be undertaken without prior discussion and approval from Building Management. Additionally, all contracted electrical work must be coordinated and approved by Building Management.

DELIVERY PROCEDURES

Tenant vendors may only deliver through main building entrances and lobby areas or tenant specified entrances, utilizing one of the passenger elevators. All building surfaces that could be impacted by deliveries must be adequately protected to prevent damage to floors, walls, elevator cabs, etc. Building Management will not accept deliveries on a tenant's behalf, and each tenant shall be responsible for coordinating with their respective vendors.

Major deliveries and moves (furniture, equipment, etc.) must be arranged in advance and in writing with Building Management and must be scheduled to occur during non-regular business hours. A major delivery is any delivery that would require more than one elevator trip and/or would require protection of building surfaces to avoid damage. A certificate of insurance is required from all vendors delivering major deliveries.

ELEVATOR OPERATIONS

Buildings are equipped with elevator cabs at the main lobbies. Unless otherwise arranged, all elevators are available as "passenger elevators". Elevators are programmed to operate during regular business hours, and are designed to respond at all times when a call button is pressed (except when parked on a floor or sent to the ground floor in the event of a fire alarm).

GARBAGE & RECYCLING

Garbage bins for the buildings are located within the exterior service yard enclosure. The size of bin(s) and frequency of service dates will vary based on the building's occupancy. Please report any issues with garbage disposal to Building Management.

HOLIDAYS

Please note that buildings will be closed on the holidays listed below. These holidays are considered non-regular business hours. If your company wishes to work on these days, please provide advance notification to Building Management. After-hours HVAC charges will be incurred if the system is used on these holidays.

New Year's Day	Labor Day
President Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

JANITORIAL SERVICES

Janitorial services are performed after business hours Monday through Friday; excluding holidays. Schedule may be revised per Landlord's discretion.

KEYS

All buildings are set up on a master key system. Although each tenant is responsible for locks and keying within its premises, it is critical that any and all keying & duplicate keys be arranged through building management. Please notify us of any keying required and we will coordinate it with the designated locksmith.

Landlord will furnish to Tenant, free of charge, two keys to each door lock in the Premises and additional keys for each such lock at a reasonable charge. Each of such sums shall be a deposit against the return of such an identification key or card. Tenant shall obtain Landlord's consent prior to having additional keys made, installing new or additional lock or blot on any door or window, or making any changes to existing locks. Tenant shall provide Landlord with a key for any new, additional or altered lock. Upon termination of tenancy, Tenant must provide Landlord with combinations to all locks on safes, safe cabinets and vaults remaining on the Premises, and deliver to Landlord all identification keys or cards. In the event of the loss of any key, Tenant shall pay to Landlord the cost of replacing the same or changing the lock or locks opened by such lost key if Landlord deems it necessary to make such change.

LIGHTING AND HVAC (Heating, Ventilation & Air Conditioning)

Both lighting and HVAC systems are available during regular business hours. To activate or re-activate lights after hours, please use light switches located within your premises. After hours lighting will run in two hour increments.

Please note that HVAC usage during non-regular business hours will be billed back at \$25.00 per hour, per zone (subject to change per Landlord's discretion).

PARKING/TRANSPORTATION

PARKING

Parking is available within the parking lot areas on a first-come-first-serve basis except those stalls which are reserved. There are also designated handicap and visitor stalls.

PUBLIC TRANSPORTATION

Castro Station provides multiple options for commuters. It is adjacent to the Downtown Mountain View Station, an intermodal transit station that serves as a stop for CalTrain (local and Baby Bullet Service), VTA light rail and numerous bus lines.

MOVING INFORMATION

- Scheduling Moves:** Please contact Building Management in advance of all deliveries of furniture or equipment.
- Moving Contractors:** Each tenant shall require its moving contractors to provide a certificate of insurance to Building Management prior to the move date.
- Security:** In the event that any exterior doors need to remain open and unlocked during non-regular business hours, tenant shall arrange for a security firm to monitor doors and ensure proper security for the buildings and premises.

Articles should be moved directly from the moving truck to the elevator cab. Do not stack boxes outside the truck, inside the main lobby or in the corridors. Please keep the all building common areas clear at all times.

Movers are responsible for removing all empty boxes. Do not leave them in the tenant's space, in the trash enclosure, or anywhere else on the property.

It is the tenant's responsibility to cover any costs associated with repairs due to the mover's neglect. Please supervise your mover and provide security if any exterior doors are unattended during the move. All areas shall be returned to their original condition upon completion of the move or major delivery.

EMERGENCY INFORMATION & PROCEDURES

EMERGENCY CONTACTS FOR YOUR SPACE

It is important that we have a record of who to contact from your office after hours, should the need arise. This information shall be confidential for use by Management. It is important that this contact information is current at all times. Please contact the Building Management to make any changes.

EMERGENCY PROCEDURES

Dial **911** for all immediate emergencies

Please contact Building Management, once safe to do so, in an event of an emergency.

The fire system is monitored 24 hours a day, 365 days a year, by an outside agency which reports directly to building management, and the City of Mountain View Fire Department.

We ask that each tenant and its employees familiarize themselves with the locations and, if applicable, the operation of the following life safety equipment and procedures.

LIFE SAFETY FEATURES

Manual alarm devices (pull stations) are installed on wall locations, as illustrated on the evacuation signs displayed at all elevator and stair locations. Activation of the pull stations immediately sounds the fire alarm.

Smoke detectors are located throughout the building.

Air duct detectors are located throughout the building.

Fire extinguisher locations are illustrated on evacuation signs

In the event of a fire alarm or emergency, **do not use the elevators**. All elevators will automatically return to the lobby. ONLY use one of the two building stairwells for emergency exiting.

BUILDING RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be installed, inscribed, exhibited, painted, affixed or displayed on the Premises or on any part of the outside or inside of the Building without the prior written consent of Landlord. Tenant shall be allowed to install signs on the interior of the Premises. Landlord shall adopt and furnish to Tenant reasonable general guidelines for the display of signs in the Building. Tenant shall comply with such guidelines, but may request the consent of Landlord to modifications to such guidelines or to exceptions thereto, which consent shall not be unreasonably withheld or delayed. All approved signs or lettering on doors shall be inscribed, painted, affixed or otherwise displayed at the expense of Tenant by a person approved by Landlord, which approval shall not be unreasonably withheld or delayed. Landlord shall have the right, without liability, to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.
2. Unless Tenant has obtained Landlord's prior written consent, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as part of Tenant's address. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
3. No curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises shall be permitted except for Building standard vertical or horizontal blinds furnished by Landlord. No awning shall be permitted on any part of the Premises. The sashes, sash doors, windows, glass lights and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be obstructed. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without Landlord's prior written consent. Tenant shall not place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises. Further, Tenant shall not be permitted to place anything on the Building's balconies.
4. No furniture shall be placed in front of the Building or in any lobby or corridor without the prior written consent of Landlord. Landlord shall have the right to remove all of such unpermitted furniture, without notice to Tenant, and at Tenant's expense.
5. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved by Landlord.
6. Tenant shall not enter the mechanical rooms, air handler rooms, electrical closets, janitorial closets or go upon the roof of the Building without the prior written consent of Landlord.

7. Landlord shall have the exclusive right to regulate the common areas of the Building. The halls, passages, exits, entrances, elevators and stairways of the Building are not for the general public, and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.

8. Any damage caused by Tenant, its employees or agents to the public portions of the Building or to any portions used in common with other tenants or occupants shall be repaired at the sole cost and expense of Tenant, except to the extent such damage is covered by the proceeds of insurance purchased by Landlord as part of Operating Expenses.

9. Except as expressly provided in the Lease, all janitorial, maintenance and similar services for the Building and the Premises shall be provided exclusively through Landlord. Unless the prior written consent of Landlord is obtained, which consent will not be unreasonably withheld or delayed, no person or persons (other than those approved by Landlord and except employees of Tenant performing incidental cleaning work during business hours) shall be employed by Tenant or permitted to enter the Building for the purpose of providing janitorial, maintenance or similar services. Tenant shall not cause Landlord to provide additional janitorial labor or maintenance services by reason of Tenant's carelessness or indifference to the good order and cleanliness of the Premises. Landlord shall not in any way be responsible to Tenant for any loss of property on the Premises, however, occurring, or for any damage to Tenant's Property caused by any employee of Landlord, any janitor or any other person engaged in cleaning or maintaining the Premises. Any person employed by Tenant to do janitorial, maintenance or similar work with Landlord's consent shall, while in the Building, be subject to and under the control and direction of Landlord or its agent or representative (but shall not be an agent or servant of Landlord), and Tenant shall be responsible for all acts of such persons, except as may otherwise be set forth in this Lease.

10. Tenant shall not purchase or otherwise obtain for use in the Premises, water, ice, food, towel, barbering, bootblackening services or other like services, except from persons authorized in writing by Landlord to provide the foregoing, and at hours and under regulations fixed by Landlord, with the exception of food and drink purchased for immediate consumption by Tenant's employees and visitors. Notwithstanding the above, Tenant shall have the right without prior written authorization to contract with "Sparkletts" or "Arrowhead" or similar providers for the delivery of ice, water or coffee for use in the Premises.

11. Landlord will furnish to Tenant, free of charge, two keys to each door lock in the Premises and additional keys for each such lock at a reasonable charge, and in the event the Building or Premises is or later becomes equipped with an electronic access control device, Landlord will furnish Tenant with identification keys or cards, each for the sum of Ten Dollars (\$10.00). Each of such sums shall be a deposit against the return of such an identification key or card. Landlord may charge a reasonable amount for additional keys or cards. Tenant shall not make or have additional keys made, and Tenant

shall not install a new or additional lock or bolt on any door or window of the Premises, nor make any changes to existing locks or the mechanisms thereof, without the prior written consent of Landlord, and Tenant shall furnish Landlord with a key for any such new, additional or altered lock. Tenant must, upon the termination of its tenancy, give Landlord the combination to all combination locks on safes, safe cabinets and vaults remaining on the Premises, and deliver to Landlord all identification keys or cards, if any, keys of stores, offices, and toilet rooms, which keys or cards were either furnished to, or otherwise Procured by Tenant. In the event of the loss of any card or key so furnished, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key or card if Landlord deems it necessary to make such change.

12. No deliveries shall be made which impede or interfere with other tenants or the operation of the Building. Tenant's initial move-in, and subsequent deliveries of bulky items, such as furniture and safes, shall be made during such hours and in such manner as may be prescribed by Landlord from time to time. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building any bulky articles which violate any of these Rules and Regulations or provisions of the Lease. No safes or other objects which exceed the weight, size or other limits on the freight elevators of the Building shall be brought into or installed on the Premises. The Building's freight elevators and loading platform shall be available for use by Tenant, subject to prior reservation and such reasonable scheduling as Landlord in its discretion shall deem appropriate. Prior to delivery of any heavy object to the Building, Tenant shall notify Landlord of such object's specifications and contemplated location in order that Landlord may take action to prevent structural load damage to the Building. Landlord shall have the right to prescribe the weight and size of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on such platforms (to be provided at Tenant's expense) as determined by Landlord to be necessary to properly distribute the weight of such objects, but in no event shall Tenant place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall be responsible for all structural engineering required to determine structural load, the actual cost of which engineering Tenant shall reimburse to Landlord promptly after Landlord's invoice therefore. Landlord reserves the right to prohibit or impose other conditions upon the installation in the Premises of heavy objects which might overload the floors of the Building. Landlord shall have the right to approve (but such approval shall not be unreasonably withheld or delayed) the movers or moving company employed by Tenant and Tenant shall cause such movers to use only the loading facilities and elevators designated by Landlord. If Tenant's movers damage any of the elevators or any other part of the Building, Tenant shall pay to Landlord, upon demand, the amount required to repair such damage. Landlord shall have the right to require, and may supply, an elevator operator for the moving of bulky items by Tenant. Tenant shall pay to Landlord, upon demand, Landlord's costs for such elevator operator.

13. The persons employed to move equipment, machines and similar items (other than those items described in Rule 12 above) in or out of the Building must be approved by Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other items caused by the moving thereof, and all damage done to the Building by moving or maintaining such equipment or other items shall be repaired at the expense of Tenant.

14. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration.

15. No explosives or firearms shall be brought into the Premises or other portion of the Building without the prior written consent of Landlord. Neither Tenant nor its servants, employees, agents, visitors or licensees shall at any time bring, use or keep in the Premises or in any other portion of the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment or Tenant's vehicles in the on-site parking facility. Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way violate or conflict with the regulations of the fire department, with any insurance policy on the Premises or the Building, or with any laws, rules, regulations or ordinances established by any governmental authority. Tenant shall not permit the smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord or designated by applicable governmental agencies as non-smoking areas.

16. Except as Landlord may otherwise agree, Tenant shall not install any air conditioning or heating units or similar apparatus, nor use any method of heating or air conditioning other than that supplied by Landlord. Tenant shall (i) not waste electricity, water, air conditioning or other utilities supplied by Landlord, (ii) cooperate fully with Landlord to assure the most efficient operation of the Building's heating and air conditioning systems and (iii) use its best efforts to comply with any governmental energy-saving laws, rules or regulations. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing drapes and other window coverings when the sun's rays fall on windows of the Premises.

17. At the end of each day, Tenant shall close and lock the doors, and shut off all water faucets, apparatus and other utilities located in the Premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall be liable for all injuries and damage resulting therefrom. On multiple-tenancy floors, Tenant shall keep the doors to the Building corridors closed at all times and permit them to be opened only for purposes of ingress and egress. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery, pilferage and vandalism.

18. Landlord reserves the right to exclude from the Building on Sundays and legal holidays, holidays on which the New York Stock Exchange is closed, and on Mondays through Fridays other than between the hours of 8:00 A.M. and 6:00 P.M., and other than between such other hours as may be established from time to time by Landlord, any person unless that person is either known to the person or employee in charge of the Building and/or has a valid pass or is otherwise properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages caused by reason of any error with regard to the admission to or exclusion from the Building of any person. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement, act of God or other

commotion by closing and locking the doors or by other appropriate action. Landlord may exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or is in violation of any of these Rules and Regulations (as amended and supplemented from time to time). If Tenant uses the Premises after regular business hours or on nonbusiness days, Tenant shall lock any entrance doors to the Premises used by Tenant immediately after using such doors.

19. Landlord establishes the hours of 8 A.M. to 6 P.M. Monday through Friday, except union holidays and legal holidays, as reasonable and usual business hours for the purposes of section 7.2 of this Lease. If Tenant requests electricity or heat or air conditioning or any other services during any other hours or on any other days, and if Landlord is able to provide the same, Tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services during such hours. Any such charges which Tenant is obligated to pay shall be deemed to be additional rent under this Lease.

20. The toilet rooms, toilets, urinals, wash bowls and other similar apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees, agents, visitors, licensees or invitees shall have caused the breakage, stoppage or damage.

21. Tenant shall not sell, or permit the sale of, newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or from the Premises without Landlord's prior written consent, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of tenants or occupants of any other portion of the Building, nor shall the Premises be used by Tenant for manufacturing of any kind, or any business or activity other than that set forth in the Lease.

22. Tenant shall not commit any act or permit anything in or about the Building which is likely to subject Landlord to liability or responsibility for injury to any person or damage to any property.

23. Tenant shall store all its trash and garbage within the Premises. No material shall be placed in trash boxes or receptacles if such material is of such a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City in which the Building is located without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entry ways and elevators provided for such purposes and at such times as Landlord shall designate.

24. Tenant shall not mark, paint, drill into, cut, string wires, except for telephone, computer and LAN cables, within or in any way deface any part of the Premises or any other portion of the Building, without the express prior written consent of Landlord, and as Landlord may direct. Any damage to the walls or floors of the Premises caused by the removal of any wall decorations or installations of floor coverings by Tenant shall be repaired by Tenant at Tenant's sole cost and expense. Without limiting any of the provisions of the Lease, Tenant shall refer all representatives of contractors, 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 supervision, approval and control before any of such persons commence performing any of the foregoing services. This paragraph shall apply to all Work performed in the Premises or any other portion of the Building, including, without limitation, the installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any nature affecting the floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the Building. The means by which telephone, telegraph and similar wires are to be introduced to the Premises and the location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the express prior written consent of Landlord, except for decorative items which do not otherwise require the consent of Landlord under this Lease.

25. Tenant shall not lay linoleum or similar floor coverings so that the same shall come into direct contact with the floor of the Premises and, if linoleum or other similar floor covering is to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material soluble in water. The use of cement or other similar adhesive material is expressly prohibited. Tenant shall not, without the prior written consent of Landlord, alter or repair the ceiling, remove any ceiling tiles or remove or replace any lamps or ceiling fixtures on the Premises. Landlord shall replace, and Tenant shall pay for the replacement of, any broken ceiling tiles, or lamps, light bulbs or ceiling fixtures which are damaged by Tenant.

26. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building nor shall Tenant install or maintain in the Premises any device or equipment which might interfere with the normal reception in the Building of radio or television transmissions.

27. No vending or coin-operated machines shall be placed by Tenant within the Premises without Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

28. The Premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging, nor shall the Premises be used for any improper, immoral, illegal or objectionable purpose. Tenant shall not occupy 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, barber shop, manicure shop, music or dance studio, travel agency or employment agency.

29. No cooking or food preparation shall be done or permitted by Tenant on the Premises, except Tenant's employees may use Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate and similar beverages and for warming food, provided that such equipment and use thereof is in accordance with all applicable laws, codes, ordinances, rules and regulations. All such equipment and photocopy machines shall be turned off after regular business hours.

30. Tenant shall not engage or pay any employees on the Premises except those actually working for Tenant on the Premises nor advertise for laborers giving the address of the Premises.

31. Tenant shall not bring or keep within the Premises or Building any animals or birds. Bicycles, motorcycles and other vehicles shall be kept only in the parking facility or facilities designated by Landlord.
32. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
33. Tenant shall not, without the prior written consent of Landlord, request the maintenance personnel of the Building or Project to perform any tasks outside of their regular duties (unless under special instructions from Landlord to do so) for Tenant in or near the Premises, the Building or Project.
34. Tenant shall not use in any area of the Building any hand truck or similar equipment unless it is equipped with rubber tires and side guards.
35. Tenant shall not make, or permit to be made, any unseemly or disturbing noises by the use of any musical instrument, radio, phonograph, nor shall Tenant otherwise disturb or interfere with occupants of the Building, Project or neighboring buildings or premises. Neither Tenant nor its servants, employees, agents, visitors or licensees shall throw anything out of doors, windows or skylights or down public corridors.
36. Except as otherwise set forth in this Lease, Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises, whether voluntary, involuntary or pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings.
37. If any governmental license or permit shall be required for the proper and lawful conduct of any business or other activity carried on by Tenant in the premises, or if Tenant's failure to secure such license or permit would adversely affect Landlord, Tenant shall duly procure and thereafter maintain such license or permit.
38. Any consent, approval, request, agreement or other communication required or permitted to be given under these Rules and Regulations shall be given in accordance with the provisions for notices under the Lease.
39. These Rules and Regulations are in addition to, and shall not be construed to modify or amend, in whole or in part, the terms, covenants, agreements or conditions of the Lease.
40. Landlord may waive any one or more of these rules for the benefit of any tenant, but no such waiver by Landlord shall be construed as a waiver of such rule in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such rule against any or all of the tenants of the Building.
41. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as Landlord may from time to time deem necessary for the management, safety, care and cleanliness of the Premises, Building and Project, as well as for the convenience of other occupants and tenants therein. Tenant shall

be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

42. Tenant shall be responsible for the observance of all of these Rules and Regulations (as amended and supplemented from time to time) by Tenant's employees, agents, clients, customers, invitees and guests. Landlord shall not be liable to Tenant for the nonobservance or violation by any tenant or occupant of the Building, or any other person of any of these Rules and Regulations.

VENDOR INSURANCE RESPONSIBILITIES

An “X” indicates that this item is essential to Cushman & Wakefield’s Insurance Requirements.

 X **Insurance Carrier.**

 X **Commercial General Liability Insurance:**

Per Occurrence:
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
\$2,000,000 Aggregate Limit applies separately, per location.
(1,000,000) Fire Legal Liability
Personal & Advertising Injury Liability
Blanket Contractual Liability
Products and Completed Operations Liability
Broad Form Property Damage Liability
Independent Contractor Liability
Severability of interest (covering insured vs. insured claim)
Vendor’s Insurance as Primary

 X **Workers’ Compensation and Employer’s Liability:**

Statutory Compensation Benefits
\$ 1,000,000 Employer’s Liability Limit
Policy contains a Waiver of Subrogation toward Owner and Agent.

 X **Comprehensive Automobile Liability:**

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

 X **Excess Liability:**

Excess Liability Insurance in the minimum amount of \$5,000,000 combined single limit covering both Bodily Injury and Property Damage.

 X **Cushman & Wakefield of California, Inc. and the building owner specifically named as an Additional Insured:**

An Additional Insured Endorsement should be attached to Certificate of Insurance.
If Cushman & Wakefield’s client is not the building owner, the client shall be named as well.

Additional Insured: SFF Castro Station, LLC, SFF Realty Fund, L.P., PSAI Realty Partners, Inc., and Cushman & Wakefield of California, Inc. (Managing Agent) and affiliates as additional insured.

Description of Operations: 100 & 200 West Evelyn Avenue
 Mountain View, CA 94041

Certificate Holder: SFF Castro Station, LLC, SFF Realty Fund, L.P., PSAI Realty Partners, Inc., and Cushman & Wakefield of California, Inc. as Agent
 560 S. Winchester Blvd., Suite 200
 San Jose, CA 95128

 X **Notice of Cancellation Clause:**

10 days written notice to Owner/Manager.