

**Exhibit D**  
**Rules & Regulations**

These Rules and Regulations ("Rules") have been adopted by Lessor and shall apply to the Premises, the Building and the Common Areas of the Project. All capitalized terms that are not otherwise defined in these Rules shall have the meaning set forth in the Lease to which these Rules are attached.

**1. INTERPRETATION OF THE RULES & REGULATIONS.**

(A) **Lessor as Sole Interpreter.** The interpretation of the Rules will be in the sole discretion of the Lessor.

(B) **Failure to Act.** No failure of the Lessor to insist on the strict adherence to any provision of the Rules shall constitute a waiver of such provision. Failure to enforce any provision shall not prevent the Lessor from exercising any of the remedies found in these Rules for a subsequent breach.

**2. RESPONSIBILITY FOR COMPLIANCE.** In all cases, each Lessee shall be responsible for infractions and/or violation of these Rules by the Lessee. Furthermore, it shall be also be the responsibility of Lessees to ensure that Lessee's employees, suppliers, shippers, customers, contractors, invitees or permitted sublessees (each, a "Lessee Party") are informed of and follow these Rules.

**3. OCCUPANCY AND USE RESTRICTIONS.**

(A) **Zoning.** Premises are limited to the uses set forth in the Lease, subject to applicable zoning provisions.

(B) **Advertising.** Lessee shall not, without the prior written consent of Lessor, use in or about the Premises or the Project, any advertising or promotional media such as searchlights, loud speakers, phonographs, or other similar visual or audio media which can be seen or heard outside the Premises.

(C) **Weight Limits.** Lessee shall not place or install any improvement or object on the first floor concrete slab that exceeds the weight limits and restrictions set forth below. All damages to the Building caused by the installation or removal of any property of a Lessee, or done by a Lessee's property while in the Building, shall be repaired at the expense of such Lessee.

i. No improvement or object may have a uniformly distributed live load in excess of 250 pounds per square foot.

ii. Rack storage loads may not exceed 4,000 pounds per column, but not to exceed 250 pounds per square foot of floor area for the rack footprint.

iii. Vehicle axle loads may not exceed 12,000 pounds, but not to exceed 250 pounds per square foot of floor area for the vehicle footprint.

iv. The following are expressly prohibited: fork lifts, and other similar moving heavy equipment, with hard rubber tires, steel wheels, or other non-pneumatic rolling devices; vibratory machinery/equipment in excess of 125 pounds per square foot for the machinery footprint; repetitive impact loads; and/or any machinery/equipment recommended or required to have its own foundation by the manufacturer or required to have its own foundation by the manufacturer or required to have its own foundation by the governing jurisdiction.

v. Such other weight limitations and restrictions as may be established by Lessor for safes and other heavy equipment or items.

(D) **Water Beds.** No water bed of any kind may be placed or used within the Premises.

(E) **Machinery.** No machinery of any kind (other than normal office equipment) shall be operated by any Lessee on its leased area without Lessor's prior written consent, nor shall any Lessee use or keep in the Premises any flammable or explosive fluid or substance (other than typical office supplies (e.g., photocopier toner) used in compliance with all applicable laws and requirements of the Lease).

(F) **Hazardous Waste.** All hazardous or medical waste must be stored within the Premises in accordance with applicable laws and requirements of the Lease. Hazardous and medical waste must be removed directly to appropriate removal service vehicles and may not be left or stored on Common Areas.

(G) **Pests.** Lessee shall keep the Premises free from pests and vermin.

(H) **Adult Uses.** No portion of the Premises or the Project shall be used for sale or display of any obscene, pornographic, so called "adult" or other offensive merchandise or activities.

(I) **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

(J) **Expulsion.** Lessor reserves the right to exclude or expel from the Project any person who, in the judgment of the Lessor is intoxicated or under the influence of liquor, or who shall in any manner do any act in violation of any of these Rules.

(K) **Safety/Security.** Lessee shall see that the doors of the Premises are closed at all times when not in use for ingress or egress and securely locked before leaving the Building of which the Premises is a part, and that all electricity, gas, heating or air conditioning shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness in connection therewith Lessee shall make good all injuries sustained by other lessees or occupants of the Project by Lessor. Lessor will not be responsible for lost or stolen personal property, money or jewelry from Lessee's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

(L) **Firearms.** Lessee will not permit any Lessee Party to bring onto the Project any handgun, firearm or other weapons of any kind.

(M) **Exterior Activities.** The exterior areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Lessee to the satisfaction of Lessor, and Lessee shall not place or permit any obstructions or merchandise in such areas. Lessee and Lessee's employees and agents shall not solicit business in the parking areas or other Common Areas, nor shall Lessee distribute any handbills or other advertising matter in automobiles parked in the parking area or in the Common Areas. Lessee shall refrain from keeping, displaying or selling any merchandise or any object outside of the interior of the Premises or in any portion

of any sidewalks, walkways or other part of the Project outside of the Premises. No sales tables, merchandise displays, signs or other articles shall be placed in front of, or affixed to, any part of the exterior of the Building nor placed in the sidewalk areas, parking areas and other Common Areas without the prior written consent of the Lessor. The sidewalks and other Common Areas shall not be obstructed by Lessee or used for any purpose other than for ingress and egress to the Premises. Lessee shall not erect or maintain any barricade or scaffolding which may obscure the signs, entrances or windows of any other lessee in the Project or tend to interfere with any such other lessee's business.

#### 4. CARETAKER UNITS.

(A) **Limited Residential Use.** Only that portion of the Premises designated as the "caretakers unit" or the "manager's apartment" within the Premises may be used or occupied for sleeping or lodging quarters, subject to applicable zoning and the provisions of these Rules.

(B) **Notification to Lessor.** Each Lessees whose Premises will be used for sleeping or lodging quarters shall furnish Lessor with notice of its intention to use the Premises for sleeping or lodging quarters which shall include the name(s) of each person to be sleeping or lodging at the Premises, a means (preferably a telephone number) that can be used to contact each such person in case of emergency, the license plate number of any vehicle owned or used by such persons, and such other information as Lessor may from time to time require, within five (5) days after taking possession of the Premises and shall thereafter notify Lessor of any changes within five (5) days after such changes occur. Lessee shall give prompt notice to Lessor of any change in the information provided to Lessor pursuant to the preceding sentence.

#### 5. MOVING AND DELIVERIES.

(A) **Times.** Moves shall be completed between 7:00 a.m. and 8:00 p.m., Monday through Saturday.

(B) **Risk.** Lessee assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Lessor if damaged or injured as a result of acts in connection with such activity.

(C) **Deliveries and Loading.** All loading and unloading of goods merchandise, supplies and fixtures and all other deliveries shall be completed between 7:00 a.m. and 8:00 p.m., Monday through Saturday, and only in the areas designated for such purposes by Lessor.

6. **KEYS.** Lessees will be required to provide Lessor with a duplicate key to their Premises. It will be the responsibility of Lessees to provide each of its Lessee Parties with access to its Premises. No Lessee or Lessee Party shall change or replace locks without first providing Lessor with a duplicate key for such changed lock.

#### 7. SERVICE AND MAINTENANCE POLICY.

(A) **General.** These policy statements define the responsibilities of the Lessor and the Lessees with regard to the maintenance of individual Premises and Common Areas. The standards below are to be interpreted in the sole discretion of the Lessor.

(B) **Common Areas.** Lessor is responsible for outdoor maintenance of the exterior of the Building. It is the policy of the Lessor to maintain the exterior of the Building and the Common Areas in a condition comparable to that which existed when the Building was completed. Cycle periods have been established or are to be established for items which require maintenance at regular intervals. Maintenance and repair of the interior of the Premises is generally the responsibility of the Lessees.

##### (C) Exterior Maintenance Policies.

vi. Doors. Maintenance and painting of the exterior doors of the Building are the responsibility of the Lessor.

ii. Windows and Glass Doors. Windows and any glass doors will be considered the responsibility of Lessees.

iii. Operating Mechanisms. Door, window and garage door operating mechanisms are the responsibility of the Lessee.

iii. Cleaning. The cleaning of all glass exteriors and doors are the responsibility of the Lessees or occupants of those Premises.

##### (D) Interior Maintenance Policies.

i. Common Electrical Wiring and Plumbing. If repair is required to plumbing or electrical wiring common to more than one Premises, the Lessor will perform the repair and will restore the structure as closely as possible to the original standard condition. Any additional cost will be the responsibility of the Lessee. The Lessor has the sole right to determine responsibility for any given repair and to make that repair.

ii. Premises Electrical and Plumbing Fixtures. Repair or replacement of the electrical and plumbing fixtures within the Premises, serving that Premises, are the responsibility of the Lessee. Fixtures include, but are not limited to, the following: light switches, outlets, sconces, sinks, appliances, faucets (within the Premises) and electrical appliances.

iii. Walls, Floors and Ceilings. Walls, floors or ceilings damaged as a result of water entering the Building from outside the Building, except where caused by a Lessee, will be repaired by the Lessor and restored as closely as possible to the original standard condition.

iv. Doors. Repair and replacement of Premises interior and Premises entry doors will be the responsibility of Lessee.

v. Appliances. Repair or replacement of all appliances and fixtures in Premises is the responsibility of the Lessee, including without limitation, washing machines and related hoses, and water heaters. The Lessor assumes no maintenance responsibility for appliances.

vi. Floor Coverings. Repair or replacement of all carpet and floor covering in the Premises is the responsibility of the Lessee. The Lessor assumes no responsibility for the maintenance of floor coverings.

vii. Dryer Vents. Any dryer vents are to be routinely cleaned by the Lessee unless they become clogged, in which event the Lessor may clean the vents and charge the Lessee.

viii. Temperature. Lessee shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

xi. Premises Maintenance and Repair. Lessees shall keep their Premises in a good state of preservation and cleanliness. Lessees are also to take good care of their Premises and are to make all necessary repairs to the Premises.

**8. WINDOW AND GLASS COVERINGS.** In order to preserve a more uniform and aesthetically pleasing appearance of the exterior of the Building, all draperies and window coverings originally installed on windows, doors or glass areas of the Premises by Lessor shall be maintained by Lessees in a good state of presentation and cleanliness. Lessees shall not permanently remove and/or change any draperies and window coverings originally installed and maintained by Lessees on windows, doors or glass areas of the Premises, without the prior written consent of the Lessor.

**9. DECORATIVE DISPLAYS.** Lessees shall not cause or permit anything other than conventional draperies, curtains and holiday decorations to be hung, displayed or exposed at or on the outside of windows or outside of Premises without the prior written consent of the Lessor.

**10. SATELLITE DISHES AND TV ANTENNAE.** So long as the Lessor may provide television or video channels by master means of distribution, and so long as the Lessor may provide other electronic means of communication or service, as allowed under federal law, Lessees are not permitted to install their own satellites or other antenna, except to the extent and subject to such reasonable regulation as permitted under applicable federal law.

**11. STORAGE OF ITEMS ON PATIOS, BALCONIES AND DECKS.** Appropriate and well maintained and aesthetically pleasing (as determined by the Lessor) patio furniture, consisting of all-weather chairs and tables, will be allowed on balconies and decks, provided that these items remain in good condition and repair. Storage on any patio, balcony or deck is prohibited. Unsightly or unsafe furniture, fixtures, devices, articles or other items or things (including, but not limited to, bicycles, sporting equipment, appliances, automobile parts and tires, cardboard boxes, newspapers or anything flammable) may not be stored on any patio, balcony or deck. No furniture or any other personal property is allowed in any patio area on the ground floor of the Building. Barbecues, grills and similar outdoor cooking devices may not be used in the Common Areas or on the deck, balcony or patio of any Premises. Except as provided above, or as permitted by the Lessor, nothing shall be stored on patios, balconies and decks or outside of the Premises without the prior written consent of the Lessor.

**12. PARKING.**

**(A) Assigned Parking.** Each of the Premises within the Project shall be assigned one or more assigned parking space(s) for the exclusive use of the Lessee or any of its designed Lessee Parties. No Lessee nor any of their respective Lessee Parties shall park in any parking space assigned to another lessee.

**(B) Parking Limitations.**

i. The number of parking spaces used by the Lessee and its Lessee Parties for any Premises shall in no event exceed the parking ratios set forth in the County zoning ordinances applicable to the Project.

ii. No camping trailers, boat trailers, boats, recreational vehicles or commercial trucks may be parked or stored in the Common Areas of the Project, except for temporary parking by customers and except for delivery vehicles while being loaded and/or unloaded; provided, that Lessor shall have the absolute right to designate parking spaces within the Common Areas of the Project where commercial trucks may be parked.

iii. Each permitted vehicles parked or stored in the Project shall be parked or stored wholly within the boundaries of one parking space. There shall be no parking of any kind allowed on any part of the Project except the paved parking spaces. Specifically, there shall be no parking of any kind allowed on any driveway, landscape area, median strip, walkway or any unpaved area within the Project.

iv. No vehicle shall be parked or stored as a "billboard" vehicle in the parking area of the Project.

v. No vehicle shall be serviced or stored by Lessee or any Lessee Party in the Common Areas..

**13. SMOKING.** Cigarette and related smoking is permitted in individual Premises and on the balconies or decks of a Premises. Smoking materials are to be disposed of in appropriate receptacles. Smoking in or on the Common Areas is prohibited.

**14. ANIMALS AND PETS.**

**(A) Written Permission Required.** Pets, including cats, dogs, birds, reptiles and other animals may be kept and maintained by occupants within their Premises if the animal, in each instance, is expressly permitted in writing by the Lessor. (Forms to obtain permission, "Application for Pets," may be obtained from either Lessor.)

**(B) Removal of Pets.** Where written permission is granted, such permission is revocable if the animal becomes a nuisance to other lessees or occupants. In that event, the Lessee or person having control of the animal shall be given a written notice to correct the problem or, if not corrected, the Lessee or occupant, upon written notice, may be required to remove the animal from the Premises and the Project. The written notices provided for herein shall be issued by Lessor.

**(C) Pets for Commercial Purposes.** Animals may not be kept on the premises for any commercial purposes unless expressly permitted in writing by the Lessor.

**(D) Clean Up After Pets.** Lessees or persons having control of an animal, shall, while the animal is in the Project, be responsible for cleaning up after their animal and shall be deemed to hold the Lessor harmless from any claim, loss, injury or damage caused by or resulting from any action of their animal and any costs incurred by the Lessor.

**15. BICYCLES.** Bicycles may not be stored on balconies or decks and may be parked in the Common Area only in bike racks (if any) installed by Lessor.

**16. INCREASED RISKS AND DAMAGE.** Nothing shall be done or kept in or upon a Premises or upon the Common Areas, or any part thereof, which would result in the cancellation of the insurance as maintained by the Lessor, without the prior written approval of the Lessor. Nothing shall be done or kept in or upon any Premises or in or on the Common Areas, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof, shall be committed by any Lessee, or any Lessee Party.

17. **TRASH, RUBBISH AND REFUSE.** In order to prevent endangering health and safety, long term storage of trash or rubbish within the Premises or Common Areas is prohibited. All storage of rubbish, garbage or other debris within the Premises will be in a manner which prevents the spread of vermin and unnecessary fire hazards. Lessees shall not permit any merchandise, freight, personal property or refuse to accumulate on the sidewalks or near the entrances and loading areas outside of their Premises without the express written permission of the Lessor. Lessee shall not burn any trash or garbage of any kind in or about the Premises or Project.

18. **PLUMBING, ELECTRICAL DEVICES, FIXTURES.**

(A) **Use.** Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a Lessee or any Lessee Party, shall be paid by such Lessee.

(B) **Electrical Circuits.** No electrical device, which creates electrical overloading of standard circuits, may be used without written permission from the Lessor. Misuse or abuse of appliances, circuits, or fixtures within a Premises which affects other Premises or the Common Areas is prohibited. Lessees wishing to use or install such devices must make written application to, and receive written approval from, the Lessor prior to the use and/or installation of such devices. Any damage resulting from this misuse shall be the responsibility of the Lessee from whose Premises the damage was caused. Total electrical usage in any Premises shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(C) **Location of Wires.** Lessor will direct electricians as to where and how telephone wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the reasonable approval of Lessor.

19. **EXTERIOR SIGNS.** No sign or other object or thing visible to public view outside of the Premises shall be placed or allowed on the exterior of the Premises or in the interior of the Premises in such a manner as shall be visible from outside the Premises, except in compliance with the Lessee's Signage Criteria and with the written consent of Lessee. Lessee shall be required to properly maintain its sign (if any), including prompt repairs of any nature. Lessee shall keep such sign lit during such hours as Lessor may designate. Upon expiration of the Lease, Lessee shall be responsible for promptly removing all signs placed in and around the Premises by Lessee. Lessee shall repair all damage caused to the Building or Premises by such removal, including proper "capping off" of electrical wiring. Without limiting the generality of the foregoing, Lessee shall adhere to all requirements contained in the Lease and the Signage Criteria.

20. **USE OF COMMON ELEMENTS.** Common Areas shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Areas, interfere with their proper use by others, or commit any nuisances, vandalism or damage on or to the Common Areas.

21. **ALTERATION OF THE PREMISES.**

(A) **General.** All changes to the Premises are subject to the limitations and restrictions set forth in the Lessee's Lease.

(B) **Alterations to the Common Areas.** No alterations, additions or improvements may be made to the exterior of the Building or any Common Area.

(C) **Clark County Building Code.** Any and all work must comply with all applicable provisions of the Building Code for Clark County.

(D) **Shutdown of Building Systems.** Under no circumstance may smoke detectors or sprinkler systems be removed or taken apart without prior Lessor approval. The Lessor must be given 48 hours advance notification if Premises alterations require the shutting-off of water. Except in cases of emergency, water is not to be shut-off for more than two hours at a time.

(E) **Notification.** The Lessor must be given a schedule estimating the time involved in completing the project and contacted no less than 72 hours prior to the commencement of work. The Lessor must also be given 72 hours notice if the project will require the shutting off of any building system. No building system may be shut off for more than two hours at a time.

(F) **Contractor Insurance.** Before a Contractor may begin work in any Premises, the Contractor must furnish adequate proof of liability insurance and workmen's compensation coverage.

(G) **Working Hours.** Lessee and contractor work hours are from 8:00 a.m. to 5 :00 p.m., Monday through Saturday only. No construction activity is allowed in the Building on Sunday.

(H) **Clean-Up.** All excess materials, debris and trash must be hauled away by the Lessee or contractor. Appropriate clean-up shall be the responsibility of Lessees and their contractors. Any dirt, sawdust or other construction material left or spilled in any part of the Common Areas must be removed and cleaned up immediately. Exterior Premises doors must be kept closed when work is being done in a Premises.

(I) **Responsibility for Alterations and Renovation of Premises.** Lessee shall have full responsibility for:

- i. Compliance with the Lessee's Lease.
- vii. Damage to the Common Areas or other Lessor costs.
- viii. Contacting Lessor, or having contractors and other workers check with Lessor to clarify any questions about these Rules regarding Premises alterations before work begins and having permits as necessary.

22. **RULE ON ANNOYANCE OR NUISANCE.** No noxious, offensive, dangerous or unsafe activity shall be carried on in any Premises, or the Common Areas. Neither shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other lessees or occupants or which may interfere with their peaceful enjoyment of the Common Areas for the purposes for which they were designed. No Lessee or occupant shall make or permit any disturbing noise or nuisance activities or do or permit anything to be done that will interfere with the rights, comforts or convenience of other Lessees or residents. No Lessee or occupant shall play, or suffer to be played, any musical instrument or operate, or suffer to be operated, an engine, phonograph, television set, radio or other device in any other manner that shall cause unreasonable disturbances to other lessees or occupants. No immoral, improper, offensive or unlawful use may be made of a Premises or of the Common Areas.

23. **COMPLIANCE WITH LAW.** Any Lessee in violation of applicable laws and regulation of the United States, the State of Nevada, the County of Clark, or any governmental agency with authority shall hold the Lessor and other lessees harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance.

24. **MODIFICATION OF RULES.** Lessor reserves the right to waive any rule in any particular instance or as to any particular person or occurrence and further, Lessor reserves the right to amend or rescind any of these Rules or make, amend or rescind new rules to the extent Lessor, in its sole judgment, deems suitable for the safety, care and cleanliness of the Project and the conduct of high standards of merchandising, services and uses therein. Lessee agrees to conform to such new or amended rules upon receiving written notice of the same.

25. **MISCELLANEOUS.**

(A) **Rules as Independent and Severable.** The provisions of these Rules shall be deemed to be independent and severable, and the invalidity of anyone or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

(B) **Use of Singular and Plural.** Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

(C) **Captions to Sections.** The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.