

**SIMONS & WOODARD INC.
PROPERTY MANAGEMENT
TENANT HANDBOOK**

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Simons & Woodard Inc.
100 Stony Point Road, Suite 180
Santa Rosa, CA 95401
(707) 524-6300

PROPERTY MANAGEMENT STAFF

Please find listed below the Property Management employees:

- ***Kristine O'Sullivan*** kosullivan@simonsandwoodard.com
Property Manager, 284-2790
- ***Vickey Edmonds*** vedmonds@simonsandwoodard.com
Property Manager, 284-2784
- ***Sandy Gaschet*** sgaschet@simonsandwoodard.com
Administrative Assistant, 284-2795
- ***Chuck Bates*** cbates@simonsandwoodard.com
Maintenance Supervisor
- ***David Binkley*** dbinkley@simonsandwoodard.com
Maintenance

To report a maintenance or repair item, please call our office at 524-6300.

If you have an emergency after-hours, please call our Emergency Pager at 251-6836.

In order to best serve the needs of all Tenants, please forward all work requests to the Property Management Office. All requests will be prioritized and completed promptly. The Property Management Office should also be contacted with any questions regarding lease terms, lease renewal, or additional Tenant Improvements.

Our purpose is to provide the best possible service to our Tenants; please do not hesitate to call about any problems, regardless of how insignificant they may seem.

MOVE-IN / MOVE-OUT PROCEDURES

On all move-ins and move-outs, please call the Property Management Office two weeks prior to your move-in or move-out date in order to establish preliminary arrangements. Please find below a list concerning information requested from you in order to make your move a more efficient one:

1. Date of move.
2. Time of day for move.
3. Name of moving company.
4. Name and phone number of the moving company person who is responsible for supervising and expediting delivery.
5. Copies of certificates of adequate property damage and worker's compensation insurance coverage from your moving company. An amount of \$2,000,000 is recommended as the necessary coverage. The certificate holder should be listed as the appropriate landlord for your building and Simons & Woodard Inc. should be listed as the additional insured.

LOADING AND UNLOADING REQUIREMENTS

The moving company should observe the following:

1. All moves should be completed during non-business hours unless otherwise coordinated through the Property Management Office (i.e. prior to 8:00 a.m. or after 6:00 p.m. Monday - Friday or anytime Saturday and Sunday).
2. Masonite or plywood should be placed on all marble lobby floors.
3. All work should be accomplished with a constant effort to eliminate unnecessary noise, obstructions and other annoyances.
4. Work in all areas of the Building should be performed in a neat and orderly fashion.
5. All interior surfaces including elevator cased openings and interior, carpet, floor finishes, and wall coverings concerned in the move should be protected.
6. Tenant will be liable to Landlord for replacement or repair of any damages incurred to the Building property during move-in or move-out.
7. All crates, cartons, wrappings, and waste at completion of each working day should be removed.
8. The premises, streets, and sidewalks should be kept clean of debris caused by Tenant move-in or move-out.

TEMPERATURE CONTROL

Heating, Air Conditioning, Ventilation (HVAC)

Since leaving doors open into Common Areas will adversely affect the temperature in your suite, please keep all suite entry doors closed at all times.

The temperature control thermostats throughout the building are designed to provide early morning heat, and mid-morning through afternoon cooling, as each zone requires. These controls are not for Tenant use; please do not tamper with them. The thermostats are part of a building computerized HVAC system that is controlled from the Maintenance Department at Stony Point Office Park. If the thermostats are changed in any way, the air conditioning in your area may not respond correctly to our controls.

Please avoid placing any heat generating equipment near a thermostat, as this may cause a false temperature reading and faulty HVAC operation. Adding large machines or equipment (such as copiers or computers of any size) will increase the heat load being generated in the suite. Please inform the Property Management office if any such equipment is added in the suite, so adjustments will be made to compensate for the additional heat.

Proper use of the window blinds will enhance the HVAC system service. Frequently, all that may be needed to restore comfortable room temperature is an adjustment of the blinds. On particularly hot or cold days, please close the blinds in such a manner that the curved side of the blinds is closest to the window glass. This deflects the heat or cold that passes through the glass away from the room, and creates an air "pocket" between the blinds and the glass that will insulate the room from the exterior temperature extremes.

If the blinds have been adjusted, but the temperature remains uncomfortable--or you experience any discomfort with the HVAC--please call the Property Management office at 524-6300 or email us at sgaschet@simonsandwoodard.com. If we cannot resolve the problem from the Maintenance office, a Mechanic will be dispatched.

RULES AND REGULATIONS

1. Moving, Loading & Deliveries

(a) The scheduling and manner of all Tenant move-ins and move-outs shall be subject to the discretion and approval of Landlord, and move-ins and move-outs shall take place only after 6:00 p.m. on weekdays, on weekends, or at other times as Landlord may designate. Landlord shall have the right to approve or disapprove the movers or moving company employed by Tenant. Tenant shall cause the movers to use only the entry doors and elevators designated by the Landlord, and to utilize the protective measures (e.g. Masonite covering for common area floors) required by Landlord. If Tenant's movers damage the elevator or any other part of the Property, Tenant shall pay to Landlord the amount required to repair the damage. Tenant shall cause any mover to deliver evidence of insurance satisfactory to Landlord prior to performing any moving activities.

(b) All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as are necessary, in the judgment of Landlord, for the proper operation of the Building. Tenant shall pay Landlord for the repair of any damage occasioned by the moving of freight, furniture or other objects into, within, or out of the Premises or the Building.

2. Noise & Vibration No loud speakers, 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 conduct its business in a quiet and orderly manner so as not to create unreasonable noise. Tenant's machines and equipment that cause noise or vibration that may be transmitted to the structure of the Building or to any space therein, and that is objectionable to Landlord or to any tenants in the Building shall be placed and maintained by the Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration.

3. Odors Tenant shall not cause or permit any obnoxious or foul odors that disturb the public or other tenants. Should such odors be evident, Tenant shall be required to take immediate steps to remedy them upon written notice from Landlord.

4. Refuse Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal within the Building. All garbage and refuse shall be disposed of in accordance with directions issued from time to time by Landlord. Tenant shall not burn any trash or garbage of any kind in or about the Premises.

5. Cleaning Unless Landlord agrees to the contrary in writing, all cleaning and janitorial services for the Premises shall be provided exclusively through Landlord, and no person or persons other than those approved by Landlord shall be employed by Tenant or permitted to enter the Building for the purpose of cleaning. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Landlord shall not in any way be responsible for any loss of property on the Premises, however occurring, or for any damage to any Tenant's property by the janitor or any other employee or person.

6. Plumbing & Water Toilets, urinals, wash bowls and other plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents or invitees shall, have caused it. Waste and excessive or unusual use of water shall not be allowed. Tenant shall shut off all water faucets or other water apparatus when the water emanating therefrom is not being used.

7. Extermination At Tenant's cost, Tenant shall use such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

8. Obstructions Tenant shall not obstruct any sidewalks, halls, lobbies, passages, exits, entrances, elevators, stairways, driveways or courtyards of the Building or any Common Facilities.

9. Windows Except as consented to in writing by Landlord or in accordance with Building standard improvements, no drapes, curtains, shades, screens or other devices of any nature shall be hung at or used in connection with any window or exterior door on the Premises. Tenant shall not place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises. Tenant shall not cover or obstruct the windows, glass doors, lights and skylights that reflect or admit light into the Building.

10. Keys Landlord will furnish Tenant, free of charge, one (1) key to Tenant's suite entrance and one (1) key or access card for a Building entrance for each two hundred fifty (250) rentable square feet of the Premises. Landlord may make a reasonable charge for any additional keys or access cards and for having any locks changed. Tenant shall not make or have made additional keys without Landlord's prior written consent, and Tenant shall not alter any lock or install a new or additional lock or bolt on any door of the Premises without Landlord's prior written consent. Tenant shall deliver to Landlord, upon the termination of its tenancy, all of the keys to all locks for doors on the Premises, and return all keys or access cards for Building entrances that were previously given to Tenant. If Tenant requests that the Premises be rekeyed (due to a lost key or otherwise), Tenant shall pay Landlord the cost of such rekeying.

11. Floor Loading Tenant shall not place a load upon any floor of the Premises that exceeds the maximum load per square foot that the floor was designed to carry and that is allowed by law.

12. Directory Any directory for the Building shall be exclusively for the display of the name and location of tenants, and Landlord reserves the right to exclude any other names therefrom. Tenant shall pay Landlord's standard charge for any changes to the directory requested by Tenant.

13. HVAC Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord, unless Tenant receives the prior written consent of Landlord. Tenant shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning systems, and to comply with any governmental energy-saving rules, laws or regulations. Tenant shall not adjust controls other than room thermostats installed for Tenant's use.

14. Elevators If Tenant has the use of one or more elevators, no equipment, materials, furniture, packages, supplies, merchandise or other property shall be carried in the elevators except at the times, in the manner and in the elevators as may be designated by Landlord.

15. Building Access Landlord reserves the right to exclude any person from the Building after normal business hours, unless that person is known to the person or employee in charge of the Building or is properly identified. Landlord shall not be liable for damages for any error in admitting or excluding any person from the Building. Landlord reserves the right to prevent access to the Building by closing the doors or by other appropriate action in case of invasion, mob, riot, public excitement or other commotion. Landlord reserves the right to exclude or expel from the Building any person who, in the Landlord's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of the Rules and Regulations of the Building.

16. Access to Premises All entrance doors to the Premises (and other means of entry) shall be kept locked when the Premises are not in use. Tenant assumes any and all responsibility for protecting its Premises from theft and robbery. All doors opening to public corridors that are not equipped with approved automatic closing devices shall be kept closed except for normal ingress and egress to and from the Premises.

17. Nuisance Tenant shall not use (or permit to be used) any foul or noxious gas or substance in or about the Premises, or permit 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 or vibrations.

18. Parking Tenant shall not park vehicles in any areas designated by Landlord for parking by visitors to the Building or other reserved parking spaces. Tenant shall not leave vehicles in the Building parking areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four-wheeled trucks that do not require a larger than standard parking space. Tenant shall not leave vehicles in the Building parking areas overnight. Tenant shall not park any one vehicle in more than one parking space.

19. Miscellaneous Prohibited Actions

(a) Tenant shall not mark, drive nails, screw, cut or drill into, paint, or in any way deface any walls, woodwork or other surface or part of the Premises or Building, except that Tenant may hang pictures, blackboards, or similar objects within the Premises in a manner approved by Landlord in writing, providing that prior to the end of the Term Tenant restores the Premises as provided elsewhere in the Lease. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord.

(b) Tenant shall not install, maintain or operate within the Premises any vending machine or video, pinball, or similar game machine of any description without the prior written consent of Landlord.

(c) No animal, except assistance animals when in the company of their human companions, may be brought into or kept in the Building.

- (d) Tenant shall not go upon the roof of the Building or make any roof or terrace penetrations. Tenant shall not allow anything to be placed on any outside terraces or balconies without the prior written consent of Landlord.
- (e) Canvassing, soliciting and distributing handbills or any other written material and peddling in the Building or on or about the Property are prohibited, and Tenant shall cooperate with Landlord to prevent these activities.
- (f) The Premises shall not be used for the storage of merchandise, for washing clothes, for lodging or for any improper, objectionable or immoral purpose.
- (g) Tenant shall not store any materials or items outside of the Premises without permission in writing from Landlord.
- (h) Tenant shall not at any time enter the mechanical installations or facilities of the Building, or adjust, tamper with, touch or otherwise in any manner affect the installations or facilities.

20. Miscellaneous Required Actions

- (a) Tenant shall obtain Landlord's consent and comply with Landlord's instructions with respect to the installation of telephones, burglar alarms or other equipment that ties into or otherwise affects the Building's electrical, safety or other systems.
- (b) Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

21. Cooking No cooking shall be permitted on the Premises, except that brewing coffee, tea, hot chocolate and similar beverages and microwaving food shall be permitted, provided that the equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations, and only Underwriters' Laboratory approved equipment is used.

22. Managing Agent Requests for assistance or reports of items needing attention in the Building should be made by an authorized representative of Tenant to Landlord's Managing Agent, which as of the date of this lease is:

Simons & Woodard Inc.
100 Stony Point Road, Suite 180
Santa Rosa, CA 95401
(707) 524 6300

The Managing Agent's policy is that its employees shall not perform any work outside of their regular duties or admit any person (including employees of Tenant) to any office unless under special instructions from the Managing Agent.

23. Bicycles and Other Wheeled Devices No bicycles, scooters, roller blades or other wheeled devices are allowed in the building, with the exception of wheel chairs or other similar devices used in accordance with applicable laws.

24. Limitation on Occupancy and Use Tenant shall not cause or permit more than one (1) person per 110 rentable square feet of the Premises to be in the Premises at any time. Tenant shall not use the Premises (or permit the use of the Premises) in a manner that interferes with the normal use and enjoyment of the Building or Common Facilities by other tenants, or that overtaxes or is otherwise incompatible with the Building's systems or facilities.

25. Amendment & Waiver Tenant agrees to abide by all Rules and Regulations hereinabove stated, as they may be amended or supplemented by Landlord in the reasonable exercise of its discretion. Landlord shall notify Tenant of any amendments or supplements to these Rules and Regulations. Tenant agrees to abide by all reasonable and non-discriminatory rules and procedures set forth in any “Tenant Handbook” or similar document provided to Tenant by Landlord. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no waiver by Landlord shall prevent Landlord from thereafter enforcing these Rules and Regulations against any or all of the tenants of the Building, or be construed as a waiver of these Rules and Regulations except with respect to the specific waiver expressly made by Landlord.

26. Tenant’s Responsibility Tenant shall be responsible for the observance of all of these Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests, and for any damages or injuries sustained by Landlord or other tenants or occupants of the Building arising from noncompliance with these Rules and Regulations by Tenant or its employees, agents, clients, customers, invitees or guests.

COVERED PARKING PROCEDURES
100 Stony Point Road, 110 Stony Point Road and 120 Stony Point Road

Simons & Woodard Inc. has made available covered parking spaces for office tenants at 100 Stony Point Road, 110 Stony Point Road and 120 Stony Point Road office buildings. There are 22 spaces available at 100 Stony Point Road, 22 spaces at 110 Stony Point Road and 66 spaces available at 120 Stony Point Road. These spaces are reserved for use by those individuals who have registered with Simons & Woodard Inc. Any unauthorized use of these spaces is prohibited and vehicles are subject to tow.

The Landlord has allocated spaces for each suite based on their square footage at the 100, 110 and 120 Stony Point Road buildings. Please contact the Property Management office to obtain your companies allocation.

- Spaces are allotted to each suite based on their square footage in the building. They are reserved for a period of one year. Employees may reserve 'Extra Spaces' in access of their allotment if they are available. Each space must have a signed Reserved Parking Agreement on file.
- Reserved spaces will be marked and numbered. Spaces are reserved from Monday through Friday from 7am to 6pm. (excluding holidays).
- The cost for each reserved space is \$25 per month. The total annual cost for the space (\$300) is payable in advance.
- A waiting list for reserved spaces will be created on a first-come-first-served basis. Existing space holders will have right of first refusal on their reserved space.

Employees occupying reserved spaces are responsible for notifying Simons & Woodard Inc. of any unauthorized use of their space by other vehicles.

BUILDING HOURS

For your convenience, the building will be open and the heating, ventilating, and air conditioning system (HVAC) will be operating Monday through Friday, except holidays, from 8:00 a.m. to 6:00 p.m. During all other "non-business" hours, access is possible using tenant suite keys through designated entrances. HVAC service is available during "non-business" hours at a rate which reflects our cost to provide this service to the Tenant requesting this service. Please contact the property management office for the current rate.

The following national holidays will be observed; therefore, all access to Buildings will be limited to those Tenants with keys.

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

When a holiday falls on a Sunday, the company will normally observe the holiday the following Monday. When a holiday falls on a Saturday, the company will normally observe the holiday the preceding Friday.

CARD LOCK SYSTEM (Kerisystem)

Applies to:

**100 Stony Point Road,
110 Stony Point Road,
120 Stony Point Road,
2235 Mercury Way**

We have installed an electronic entry card system on the main entry doors at the above-mentioned buildings. The system is set up to unlock the main entry doors automatically Monday – Friday at 7:15 a.m. and will re-lock automatically at 6:00 p.m. The main entry doors will remain locked on weekends and holidays, however you will have access to the building after hours with a special card.

To use the card after hours, simply place your card in front of the electronic eye next to main door. When the eye turns green, the door will unlock automatically and you will be able to enter the building.

Upon exiting the building, the motion sensor located above the door will unlock the door automatically for you. In the rare instances where the motion sensor does not operate as planned, there is a button located on the wall to the left of the door that you can push to unlock the front door. In the case of a power failure in the building, the doors will unlock automatically and remain unlocked until power has been restored to the building.

If you need additional cards, or misplace one of your existing cards, please notify Simons & Woodard at sgaschet@simonsandwoodard.com or by calling 524-6300.

KEY SYSTEM

In order to provide additional security for the offices in your Building, we have installed a "Restricted Keyway" lock system. The locks are keyed to be opened only by keys cut from special key blanks. These keys are available only by written request from the Property Management Office to the factory which manufactures the keys.

This system prevents the possibility of additional keys being made to access your offices. You are issued individually marked keys and provided with a log to record each key issued to your employees. It is extremely important to account for all keys, and require that all keys be returned by any individuals leaving your employment.

Proper key control eliminates the need to change locks when employees are terminated or a Tenant vacates. If all keys are not returned to the Property Management Office, it will be necessary to charge you for the cost of re-keying your offices when vacated.

For your own internal security and also for the security of the Building, it is in your best interest to limit the number of keys issued. Only people needing after hour access should be issued a key.

Please find listed below our guidelines for key control:

1. Keys are issued at a rate of four keys for every one thousand rentable square feet of office space. We recommend requesting only the amount of keys actually necessary at the present time. We will store the remaining keys for your future needs. If necessary, any additional keys may be purchased through the Property Management Office.
2. Keep complete, up-to-date records of the disposition of all office keys showing issuance and return of every key. We will provide the necessary forms to record all keys.
3. Store keys systematically in a secured wall cabinet of either your own design or from a commercial Key Control System.
4. Emphasize the importance of security to all employees. Establish a rule that keys must not be left unguarded on desks or cabinets.

We appreciate your assistance in helping keep your Building secured for all Tenants.

SECURITY CHECKLIST

Please review the following security checklist. This is a list of general office security suggestions, which is offered as an aid in establishing whether your internal security procedures are adequate.

1. Secure all typewriters, adding machines, calculators, photocopiers, etc., in an appropriate manner.
2. Require that filing cabinet keys be removed from locks and placed in a secure location after opening of cabinets in the morning.
3. Use telephone locks to prevent unauthorized calls when the office is unattended.
4. Provide at least one lockable drawer in every employee's desk to protect purses and other personal effects.
5. Establish a rule that purses and personal property such as cameras should be kept inside employees' desks.
6. Instruct employees to remove wallets from jackets hung in closets or hung on coat racks.
7. Deposit incoming checks and cash each day, so that you do not keep large sums in the office overnight.
8. Keep the Police, Fire Department, and Building Security Department telephone numbers posted and handy.
9. Have an inventory listing all office equipment in your space including serial number and identification.
10. When working alone in the office at night, set the front door lock to prevent anyone else from entering.
11. In large offices, check to see that no one remains in hiding behind you at night if you are the last to leave the office.
12. Double check to see that all doors are securely locked before you leave.
13. Use the buddy system when leaving the office for the evening and be particularly observant in all parking areas. Notify property management office of any suspicious activity.