

# Policies and Procedures

## Office Building Rules & Regulations

To the extent that there is any inconsistency between the provisions of the Lease and these Rules and Regulations, the provisions of the Lease shall control. For purposes of these Rules and Regulations, the term Tenant means Tenant and the employees, agents, visitors, or licensees of Tenant. Tenant shall observe the following rules, regulations, and standards:

1. Except as expressly permitted in the Lease, Tenant shall not use the Premises, the Building or any other part of the Property to sell any items or services at retail price or cost to the general public without prior written approval of Landlord. The sale of services for typing, blueprinting, duplicating and similar businesses shall not be conducted from or within the Premises, the Building or any other part of the Property for the service or accommodation of occupants of the Building or users of any other part of the Property without prior written consent of Landlord. Tenant shall not conduct any auction on the Premises or any other part of the Property or store goods, wares or merchandise on the Premises (except for Tenant's own personal use).
2. Sidewalks, halls, doorways, vestibules, passageways, stairwells, and other similar areas shall not be obstructed or used by Tenant for a purpose other than normal ingress and egress to and from the Premises and Building.
3. Fire arms, weapons, flammable, explosive or other hazardous liquids and materials shall not be brought on the Premises or into the Building or on the Property without the prior written consent of Landlord.
4. Except as expressly permitted in the Lease, Tenant shall not make any alterations or improvements to the Premises without the prior written consent of Landlord. Landlord must approve all improvements and the methods of installing and constructing such improvements in writing prior to commencement of installation and/or construction. Should Tenant require telephonic, annunciation or other communication service, Landlord will direct the electrician as to where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall direct. All contractors and technicians performing work for Tenant within the Building shall be referred to Landlord for approval before performing such work.
5. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
6. Movement into or out of the Building of freight, furniture, office-equipment or other material for dispatch or receipt by or on behalf of Tenant that requires movement through public corridors or lobbies or entrances to the Building shall be done at hours and in a manner approved in writing by Landlord for such purposes from time to time. Only licensed commercial movers shall be used for the purpose of moving freight, furniture, or office equipment to and from the Premises and Building. All hand trucks shall be equipped with rubber tires and rubber side bumpers. Tenant shall be responsible for all damage to the Building

inflicted by Tenant's agents and employees in moving equipment or furniture into or out of the Building.

7. Requests by Tenant for building services, maintenance or repair shall be made in writing to the Management Office or for your convenience this Handbook includes an Electronic Tenant® Service Request System. Use this system to submit routine maintenance requests.
8. Tenant shall not change locks or install additional locks on doors without the prior written consent of Landlord. Tenant shall not make or cause to be made duplicates of keys procured from Landlord. All locks and security hardware will be Yale brand and compatible with building master key system. All keys to the Premises and combinations to vaults shall be surrendered to Landlord upon termination of tenancy.
9. Tenant shall give prompt notice to the Management Office of any damage to or defects in plumbing, electrical fixtures or heating and cooling equipment. Liquids, or other materials or substances which may cause injury to the plumbing, shall not be put into the lavatories, water closets or other plumbing fixtures by Tenant, its agents, employees or invitee's, and damages resulting to such fixtures or appliances from misuse by Tenant or Tenant's agents, employees or invitee's shall be paid by Tenant, and Landlord shall not in any case be liable therefore. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed and any damage resulting to them from misuse shall be borne by the Tenant. Tenant shall not waste water by interfering with the faucets or otherwise.
10. Except as expressly permitted in the Lease, no food shall be prepared in or distributed from the Premises without the prior written approval of the Building Manager. Tenant will not place vending machines or dispensing machines of any kind in the Premises unless prior written approval has been obtained from Landlord.
11. Landlord shall have the power to prescribe the weight and position of safes, filing cabinets, or other heavy equipment, which may over stress any portion of the floor. Any damage done to the Building by the improper placement of heavy items, which over stress the floor, will be repaired at the sole expense of Tenant. Tenant shall notify the Building Manager when safes or other heavy equipment are taken in or out of the Building, and the moving shall be done under the supervision of the Building Manager, after prior written permission from Landlord. Persons employed to move such property must be pre-approved by Landlord. Any costs associated with the investigation of floor loading will be borne by the Tenant.
12. Tenant shall cooperate with Building employees in keeping the Premises neat and clean.
13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways. Trash shall only be disposed of in appropriate receptacles approved by Landlord.
14. Tenant, its employees, or agents, or anyone else who desires to enter the Building after normal working hours, will be required to identify themselves and to sign in upon entry and sign out upon leaving, giving their location during their stay and their time of arrival and departure. The Building will normally be open for business from 7:00 a.m. until 6:00 p.m., Monday through Friday and 7:00 a.m. until 3:00 p.m. on Saturdays, the following holidays excepted: January 1st (New Year's Day); Last Monday in May (Memorial Day); July 4th (Independence Day); First Monday in September (Labor Day); Fourth Thursday in November

- (Thanksgiving Day); December 25th (Christmas Day) and any other day on which tenants in other buildings comparable to the Building are generally closed.
15. Tenant shall not install any solar screen material, window shades, blinds, drapes, awnings, window ventilators, or other similar equipment and any window treatment of any kind whatsoever, without Landlord's prior written consent. Landlord will control all internal lighting, signage and furnishings that may be visible from the exterior of the Building or Common Areas and shall have the right to change any unapproved item, without notice to Tenant, at Tenant's expense.
  16. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant, its employees or agents, on, about or from any part of the Premises or from any other part of the Property without the prior written consent of Landlord. All tenant identification and suite numbers at the entrance of the Premises shall be installed by Landlord, at the Tenant's cost and expense, using the Building standard signage. Landlord will provide and maintain a directory in the Building and no other directory shall be permitted.
  17. Tenant shall not permit any improper, objectionable or unpleasant noises or odors in (or to be emitted from) the Premises or the Building, nor shall Tenant permit the operation of any machinery or equipment in the Premises that could in any way annoy any other tenant in the Building, nor shall Tenant otherwise interfere in any way with other tenants in the Building or adjoining landowners or persons having business with such other tenants or adjoining landowners.
  18. Tenant shall keep all corridor doors, when not in use, closed.
  19. Tenant shall not use, or permit the use of, the Premises or any portion thereof as sleeping or lodging quarters.
  20. Tenant shall place solid pads under all rolling chairs.
  21. Tenant agrees to assist Landlord in the prevention of canvassing, soliciting, and peddling within the Building and on the Property and shall not canvas, solicit, and/or peddle themselves.
  22. Tenant shall not sell lottery tickets or conduct any other form of gambling from or within the Premises or any other part of the Property.
  23. Except for Service dogs assisting the disabled, Tenant shall not keep any animals or birds in or about the Premises or the Building.
  24. Tenant shall comply with parking rules and regulations as may be posted and distributed from time to time.
  25. Landlord will not be responsible for personal property, equipment, money, or jewelry lost or stolen from the Premises.
  26. Smoking is not permitted in the Building. This includes, but is not limited to, the building corridors, restrooms, elevators, elevator lobbies, stairwells, ground level lobby, lower level lobby, concourse level, garages, and within 25 feet of any building entrance or exit.
  27. Bicycles are not permitted in the First National Bank Building except in the bike locker room and the entrance immediately adjacent.
  28. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operations as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportional share of telephone lines and other telecommunication facilities available to service the Building.

Landlord reserves the right to rescind any of these rules and regulations and to make such other further rules and regulations as in its reasonable judgment shall from time to time be needed for the safety, protection, care and cleanliness of the Building or any other portion of the Property, the orderly management of the Building and/or the protection and comfort of the tenants and their agents, employees and invitee's, which rules and regulations need not be uniform for each tenant and, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed. These Building Rules and Regulations and no amendments hereto shall ever be construed to create any obligations on Landlord. In the event of any conflict between these Building Rules and Regulations and the Lease of which they are a part, the Lease shall control.

## **Elevator Scheduling**

Elevators West 1 and East 6 are supervised and operated by Property Management and are to be utilized for deliveries and/or construction activities. Both elevators must have Building Operators at all times when in freight service, and will be turned to automatic passenger service all other times.

Elevators must be reserved and freight hauling must occur prior to 7:00 a.m. and after 5:00 p.m.

During a reservation period, Property Management will make every effort to provide Operator controlled independent service for the exclusive use of the requesting contractor.

### **Elevator Capacities**

Service elevators at Tower:

|                      |                                       |
|----------------------|---------------------------------------|
| Cab width:           | 6' 0"                                 |
| Cab depth:           | 5' 10"                                |
| Cab height:          | 10' 0"                                |
| Maximum weight load: | 2,500 pounds (including occupants)    |
| Rated speed:         | 800 feet per minute at maximum weight |
| Door opening:        | 3' 6" x 7' 6"                         |

### **Freight Elevators at Loading Dock**

|                      |                                   |
|----------------------|-----------------------------------|
| Maximum weight load: | 5,000 pounds (including occupant) |
| Door opening:        | 5' 10" x 7' 10"                   |

### **Access to Dock & Freight Elevators**

To be arranged by Tenant Services Coordinator by completing the Tenant Activity Request Form and faxing to (651) 222-4158 or emailing to [info@fnbbuilding.com](mailto:info@fnbbuilding.com).  
Click here for the Tenant Activity Request Form  
Available times: 6:30 a.m. – 6:30 p.m. Monday through Friday

### **Materials:**

All deliveries will be made at the loading dock. Materials may not be temporarily or permanently stored in any building common area.

No deliveries will be made through the ground level lobby without prior written approval from the Tenant Services Coordinator.

## **Moving Procedures**

The coordination and scheduling of reservations for dock space and freight elevator use is handled through the Tenant Services Coordinator. For reservations complete the Tenant Activity Request Form and fax to (651) 222-4158 or email to info@fnbbuilding.com. Moving companies must provide Certificates of Insurance prior to move-in, and follow all move-in procedures.

Tenant Activity Request Form –located in FORMS Link

## **Policies**

The following rules pertain to delivering and removing furniture, equipment, and supplies at First National Bank Building located at 332 Minnesota Street, St. Paul, Minnesota 55101.

Any mover that does not adhere to the following rules or acts in an unprofessional manner, will not be allowed to enter the premises, or will be required to discontinue the move.

Tenant Move-in & Move-out Instructions –located in FORMS Link

1. A Tenant may deliver or remove two (2) pieces or less per day (furniture equipment, or supplies) during normal business hours (Monday - Friday) using the dock and the service elevator on a first come - first serve basis. Any move larger than this requires completing the Dock/Elevator Activity Request Form and faxing to (651) 222-4158 or emailing to info@fnbbuilding.com. Also, construction materials and supplies must be moved in the freight elevator. Three (3) or more pieces must be moved after hours using West car #1 or East car #26 elevators, which will be padded by Property Management. Freight elevators must be reserved in advance with the Tenant Services Coordinator by completing the Dock/Elevator Activity Request Form and faxing to (651) 222-4158 or emailing to info@fnbbuilding.com. The service elevator may also be reserved through the Tenant Services Coordinator, for a fee (\$21.00 per hour with a four (4) hour minimum.
2. The Tenant must make arrangements with the Tenant Services Coordinator by completing the Dock/Elevator Activity Request Form and faxing to (651) 222-4158 or emailing to info@fnbbuilding.com, to reserve the freight elevator(s) for their move (Note: we recommend reservations be made well in advance to ensure elevator availability). The Tenant must send the Dock/Elevator Activity Request Form by faxing to (651) 222-4158 or emailing to info@fnbbuilding.com (prior to the move) stating the date, time of the move, the floor(s) to which the product will be delivered or removed, the mover's name and elevators requested. Tenant must arrange for someone with their company to open the doors to their suite and allow the moving company to enter and then secure the space. Building security will NOT unlock the doors to a Tenants suite. A definite arrival time must be established for each move. If the mover is one hour late, it will be assumed

the move is canceled, unless the mover phones (651) 225-3666 and advises Building Management of a delay.

3. The moving company's truck may be parked on Minnesota Street outside the building or in the loading dock off of Robert Street. Clean masonite sheets (at least 4' x 8' and 1/4" thick) are to be utilized as runners when dollies are being used to transport product from the curb to the elevators. Plywood may only be used on stone surfaces on street level and may not be used on any common area carpeted surfaces. On a multi-tenant floor, masonite sheets must also be used from the elevator lobby through the corridor to the tenant's entrance. Doorways into the tenant's space may require 34" wide sheets. All sheets of masonite must be taped end-to-end, in such a manner as to prevent any trips and falls, and not taped to any walls or flooring.
4. The moving company must provide and install protective coverings on all door and elevator facings, walls, and other areas along the route to be followed during the move. These areas will be inspected for damage prior to and after the move.
5. Any damage to the building or fixtures caused by the move will be the financial responsibility of the moving company. The Property Manager shall unilaterally decide to what extent the repairs will be made and who shall perform the services.
6. The moving company will be required to remove all boxes, trash and etc. when leaving the building. Any materials left behind will be disposed of and charges for such will be the responsibility of the Tenant.
7. Service elevators will not be used during a tenant move unless prior arrangements have been made with the Tenant Services Coordinator.
8. The moving company must carry Occurrence insurance including, but not to be less than, the following:
  - a. Workers Compensation of statutory limit for the State of Minnesota.
  - b. Employers Liability - \$1,000,000.
  - c. Auto Liability - \$1,000,000.
  - d. Commercial General Liability - \$1,000,000.
  - e. Umbrella/Excess - \$2,000,000.
  - f. The limits set forth above are minimums.
  - g. The moving company shall secure and present a current valid Certificate of Insurance reflecting these coverage's to the Property Management office and show both Cushman & Wakefield of Minnesota, Inc. as Agent, as "Additionally Insured" parties, at least 24 hours before the move takes place at the First National Bank Building.
9. The capacity and dimensions of the elevators (when padded) are:
  - a. Width: 7" x 4'6"
  - b. Height: 7'10"
  - c. Depth: 4'8" (padded)
  - d. Door width: 4'0"
  - e. Weight Capacity: 2,500 pounds

Note: Any article too large to fit inside the service elevator may be transported on top of a service elevator cab. A Schindler elevator technician(s) is required and there is a minimum charge of approximately \$300.00 per hour, one (1) hour minimum. The Tenant and the moving company are required to sign a "Release" holding Schindler and Landlord harmless. This is a special service and requires advanced scheduling.

10. All moving company employees must have proper identification, i.e. company hats, shirts, armbands, or other visible identification. No one else will be allowed in the building or to assist with the move without the above identification.
11. Any violation to or breach of this policy may be cause for terminating the right of the mover/supplier to do business in the building.
12. Any inappropriate behavior, gestures, or actions by the moving company personnel will result in the individual(s) being removed from the property, the move being suspended, or both.
13. Concealed weapons, knives and explosives are not permitted on the property.

Tenant Move-in & Move-out Instructions –located in FORMS Link

## **Contractors**

All general contractors, subcontractors and service groups performing work in First National Bank Building must, prior to beginning a job, register with the Tenant Services Coordinator in the Management Office. Additionally, contractor supervisors must check in and out daily with Security Control at the Second Floor Security Desk.

All work is to be performed in accordance with the Rules of Construction.

Contractor Authorized Activity Request Form –located in FORMS Link

## **Vendor & Contractor Building Access**

There are special instances when vendors or contractors need to perform work in a tenant's suite during non-business hours. In such instances, tenant's must provide written notification to the management office, which states the name(s) of the individual(s) and the company to be performing the work, along with the date they will be coming and the approximate time of arrival. A brief description of the work to be done should be included in the written notification to our office. This notification will be used to generate a building permit for use by our security personnel, and to explain and issue a copy of Building Rules and Regulations for performing work. If you have any questions regarding retail Building Rules and Regulations, please contact the Property Manager in the management office. Building security is authorized to stop any work without a Tenant Activity Notice on file.

## **Smoking**

The First National bank Building maintains a no smoking policy throughout the building, including the lobby, concourse, rest rooms, stairwells, elevators, vestibules, Parking Ramp and ground floor of the Autobank area. By state law, smoking is not allowed within 25' of the building entrances