



**EXHIBIT B-2**  
**RULES AND REGULATIONS**

1. The weight and position of all heavy equipment or machines shall be subject to the approval of the Landlord.
2. Hours of operation. Normal Hours of Operation of the Premises are Monday through Friday, 7:00 AM to 3:00 PM. Notwithstanding, Tenant shall have access to the Premises twenty four (24) hours per day at Tenant's discretion, provided that any additional security requirements for operations beyond the Shipyards Normal Hours of Operation shall be at Tenant's expense.
3. Security. All tenants shall be required to cooperate and comply with all security measures, passage through any and all security gates, identification measures, etc. The Tenant acknowledges that these security measures may be significant and increasing, dependent upon usage and other tenancies at the Shipyard, as well as applicable governmental regulations. Each tenant shall be responsible for compliance and non-compliance by any or all of its employees, agents, invites, subcontractors, suppliers or visitors of any kind. Landlord may, without prejudice to any and all other remedies available, deny access to any individuals(s) or entity(s) refusing or failing to comply with security measures, including Tenant, and no such denial shall be deemed any form of constructive eviction or give rise to a claim by Tenant. Tenant must comply with Landlord automated security gate access rules and all employees must be properly identified and receive gate access cards. See attached exhibit for Automated Access Rules and Protocols.
4. Access. Access to the premises shall be via Gate 17, or via such other route as may be designated by Landlord from time to time, in its sole and subjective judgment.
5. The Landlord reserves the right to make any such other and further rules and regulations as, in its sole and subjective judgment, may from time to time be necessary for maintaining the proper operation, safety and cleanliness of the Shipyard, Premises and Building for the preservation of good order therein, provided the same do not materially restrict or inhibit Tenant's rights under this Lease to an extent beyond that required by any laws, rules, ordinances or recapitulations applicable to the Shipyard and/or the Premises.

## **ADDITIONAL RULES AND REGULATIONS**

Individuals who violate any of the Facility Rules and Regulations are subject to all remedies providing for herein, in their lease, and by applicable laws, including denial of continued access to the Facility.

Any and all violations of these Facility Rules and Regulations is/are a violation of the respective tenant's Lease. Each day of a violation shall constitute a waiver or consent on any one occasion shall not be deemed a waiver or consent on any other occasion. No authorization or waiver shall be effective unless in writing and signed by the SPSIC Facility Manager. The SPSIC Facility Manager is Heather B. Sites unless otherwise publicized by SPSIC. These Rules and Regulations are a supplement to the tenant's lease and to the extent that there is any conflict between the terms hereof and the respective tenant's lease, the more stringent provision in favor of the landlord shall control. A tenant shall be responsible for all violations and charges related thereto as a result of violations by their employees, agents, subcontractors, invitees or any persons/entities admitted to the Facility to deal with such tenant. Capitalized terms herein are as defined herein or as defined in the tenant's lease. Subject to the provisions of each such tenant's lease, SPSIC may amend/modify these Rules and Regulations at any time by publication of any such amendment to the respective tenant(s).

### **TRAFFIC & PARKING**

1. Tenants, their employees and visitors must abide by the traffic and parking signage and rules in the Facility, including speed limits, stop signs, use of turn signals, traffic directional signs and overnight parking restrictions. Rules for safe operation on public roads shall be generally applicable in the Facility to the extent not provided herein.
  - a. The maximum Facility speed limit is 15 miles per hour. In the event a lesser speed limit is posted or specified in any area, the lesser speed limit applies. All operators are responsible for due consideration of traffic conditions, activity and other factors, and must use good judgment and decrease speed and operate vehicles accordingly in a safe and proper manner.
  - b. ALL Vehicles must stop and present proper identification to SPSIC Security when entering and leaving the Facility. Failure to do so will result in denial of access.
2. All vehicles in the Facility must be registered, display current license plates and inspection stickers. Overnight parking is not permitted in the Facility, unless prior arrangement is made with SPSIC security and subject to SPSIC discretion and any charges therefore. Vehicles of violators will be stickered and/or towed at owners' expense.

In addition to being a violation of any lease or other agreement, violations of overnight or unregistered vehicle parking regulations is subject to a storage charge of \$50.00 per occurrence, per vehicle per day, plus any towing and other charges.

Individuals who violate any of the Traffic Rules are subject to temporary or permanent exclusion of themselves or their vehicle from the Facility, in addition to the remedies available as set forth above or in their lease.

### **DISPOSAL OF TRASH AND USE OF COMMON SPACE**

3. It is the responsibility of tenants to arrange for disposal of their refuse in a legal and proper manner outside the SPSIC Facility. All refuse accumulated at the SPSIC Facility must be stored in proper containers for temporary storage of same (dumpsters, covered barrels/containers, etc.) and totally located within the tenants area. All refuse must be removed and disposed of in a reasonable time frame and cannot be allowed to accumulated beyond normal day to day operational volumes. In the event of a violation of the foregoing, SPSIC may, but shall not be obligated to, remove and/or dispose of trash, pallets or other refuse, and charge the responsible tenant for the cost of such removal as Additional Rent at a rate of 2.5 times the

gross payroll for any SPSIC personnel and 2 times all other costs of removal and disposal. SPSIC shall not be responsible for classifying any such waste and may dispose of same in a manner as it sees fit to insure that no waste is improperly disposed of. Notwithstanding, tenant shall not commingle any hazardous wastes with other refuse and shall clearly label any and all hazardous waste for disposal in proper containers and vessels and store same in accordance with their lease and all Applicable Laws. In the event that SPSIC disposes of wastes in a manner more restrictive than absolutely required, the responsible tenant shall have no right to object to any disposal charges being excessive due to the manner or method of disposal and waives all such objections by its failure to dispose of same. The tenant shall at all times be the generator of the waste and responsible for all liabilities related thereto.

Notwithstanding the foregoing violations, obstructions or encumbrances are a breach of Tenant's lease and grounds for all remedies available there under. Any tenant found disposing of their trash in other's receptacles will be invoiced for the entire cost of removal of the entire receptacle at the rates set forth above and shall be in violation of their lease.

4. Refuse or Tenant belongings may never be left in hallways, roadways, any common areas, on loading docks or in other places where it may cause any form of hazard or obstruction.
5. The roadways, entrances, passages, vestibules, stairways or halls in the Facility shall not be obstructed or encumbered by Tenants or used for any purpose other than ingress and egress. Delivery of merchandise and equipment should be conducted in a prompt and efficient manner and parking or standing on access or egress ways is not permitted. All vehicles must wait or stand within tenant area or outside of the Facility, unless specific written arrangements are made with SPSIC Facility Manager on each separate occasion. No permission on any one occasion shall extend to any other occasion.
6. No awnings, air conditioning units, fans, satellite dishes or other projections shall be attached to the outside of buildings in the Facility without prior written consent of SPSIC Facility Manager in writing.
7. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by tenants on any part of the outside of buildings in the Facility or on the inside of buildings if the same can be seen from the outside of the buildings without the prior written consent of SPSIC Facility Manager in writing and subject to tenant complying with and obtaining any permits or licenses required to comply with all Applicable Laws, except that the name of Tenant may appear on the entrance door of each tenant's premises. Interior signs on doors and directories shall be of a size, color and style acceptable to SPSIC in its sole business judgment.
8. Water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed. No sweepings, rubbish, rags, acids, paints or other similar substances shall be deposited in any water closet or plumbing fixture. Tenants shall be responsible for handling and disposal of all of their own wastes in accordance with all Applicable Laws.
9. Tenants are responsible for materials they bring into and remove from the Facility, for their own delivery vehicles in the Facility, and for the vehicles of vendors and suppliers. Use of hazardous materials and petroleum products, to the extent permissible under the terms of their lease, as well as spills and discharges are the responsibility of tenants. If there is a discharge of hazardous materials or petroleum products in the Facility, the responsible tenant will be charged for the cost of its cleanup and removal, which will be in compliance with applicable local, state and federal laws and regulations.

No tenant, nor any of their employees or invitees, shall have any license or right to enter upon any common area or other portion of the Facility not within their premises, or with respect to roads and ways, necessary to access their premises from the entrance gate. No tenant, or their employees or invitees shall remove any property of any kind other than that owner by tenant from their premises or any portion of the SPS Facility. Each tenant shall be responsible for all acts of their employees, agents, invitees, delivery persons, subcontractors and all person/entities admitted to the Facility in dealing with such tenant.

## **IDENTIFICATION**

10. All tenants and their employees must carry proper identification (i.e. driver's license, passport, etc.). This identification must be presented to the security officers at the gates when entering the Facility, and to any security officer or SPSIC official when requested.
11. Everyone, whether employees of, or visitors to the Facility, must stop at the gates, and will not be allowed into the Facility unless and until cleared to enter the Facility by SPSIC Security.

## **RULES OF GENERAL BEHAVIOR**

12. Consumption of alcohol or use of any form of prohibited drugs or substances is not permitted anywhere in the Facility.
13. Driving while under the influence of alcohol or illegal substances is not permitted inside the Facility.
14. Children under the age of 18 are only allowed in the Facility accompanied by an adult.
15. No animals of any kind shall be brought into or kept in the Facility except for seeing-eye dogs or service dogs.

## AUTOMATED ACCESS RULES AND PROTOCOLS

A keycard access security system is currently in operation at Sparrows Point Shipyard Industrial Complex (SPSIC). Every approved employee will be issued a keycard to be used to enter and exit the facility only during those hours that they have been granted access. The cardholder is solely responsible for anyone granted access on his keycard. Violations of any security provisions subject any person/entity to be barred from the facility, with no recourse to the Tenant, as well as subjecting tenant to payment of Additional rent for penalties assessed for such violations.

Employees must enter and exit the facility only during those hours when they have been granted access. The access cards will not work outside of the hours of access granted, and employees will be locked either out or in if they try to use the access cards outside of the time they are granted access. In the event that a cardholder needs to temporarily change their access time, please contact your supervisor as soon as possible.

Keycards will be granted for the pedestrian gate or the vehicle gate, depending on the type of access granted to each individual employee. Those cardholders granted pedestrian access must enter through the pedestrian gate only.

Lost or damaged cards must be replaced at a cost of \$25 to the cardholder. The cardholder will be granted access to the facility for one day after the loss of the keycard by presenting a valid ID; if the cardholder does not reapply for a new keycard at that point, they will not be allowed into the facility until a new card is paid for and issued.

No cardholder shall be authorized to nor shall they in any way utilize or allow the utilization of their access card(s) to provide access to any other person/entity for any reason, nor shall any person or entity possessing a valid access card, in any way subvert or tamper with any security or access control measure, including but not limited to cameras, gate mechanisms, fences, or any other components of the security system. Any violation of this provision shall subject the Tenant responsible for such Person to a penalty as follows:

Unauthorized access:	\$100 per person per day
Subvert or tampering with Security System:	\$1,000 per occurrence plus any per person violations above for any entry

Any violation of the above rules or abuse of the keycard access system will result in the revocation of access privileges into the SPSIC facility and any fines/penalties as published prior to any such violation, to be due and payable from Tenant as Additional Rent. Tenants are responsible for all acts or omission of other employees, agents, vendors, suppliers and trucking/delivery companies.

I hereby certify that I have read and understand the above rules for the security access system at SPSIC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name