

## EXHIBIT "D"

### RULES AND REGULATIONS

1. The sidewalks and public portions of the Project, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises. Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business on any portion of the Common Areas or in any other area of the Project outside the confines of the Premises. Tenant shall not sell or display merchandise on, or otherwise obstruct, the Common Areas or any other area of the Project outside the confines of the Premises.

2. Mulligan's may have satellite dish (s) in the designated locations contained within the plans and blueprints as approved by the city, approval will not be unreasonably withheld. No awnings or other projections shall be attached to the outside walls of the Project. No curtains, blinds, shades, louvered openings, or screens or anything else which may be visible from outside the Building shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or in the Project.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Project or on corridor walls or doors or mounted on the inside of any windows without the prior written consent of Landlord. Signs on any entrance door or doors shall conform to Project standards and shall, at Tenant's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord.

4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Project, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

5. Whenever Tenant shall submit to Landlord any plan, agreement, assignment, sublease, or other document for Landlord's consent or approval, Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any architect, engineer, or attorney employed by Landlord to review or prepare the plan, agreement, assignment, sublease, consent, or other document.

6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees, or guests, shall have caused the damages.

7. No animals of any kind (except dogs assisting disabled persons) shall be brought on the Premises or Project.

8. Unless the Permitted Use includes food service uses, no cooking shall be done or permitted by Tenant on the Premises. Except for standard residential type refrigerator and microwave oven, no refrigeration or heating equipment may be placed inside the Premises without the prior written consent of Landlord in each instance. Tenant shall not cause or permit any unusual or objectionable odors to be produced on or permeate from the Premises.

9. Prohibited Disposable Food Service Ware: Food Vendors, Restaurants and any other vendor may not sell Prepared Food in Disposable Food Service Ware that contains Polystyrene Foam.

10. Required Biodegradable/Compostable Disposable Food Service Ware: All Food Vendors using any Disposable Food Service Ware shall use a suitable, affordable alternative Biodegradable/Compostable product to containers made from Polystyrene Foam. The city will assist the vendors by providing a list of potential products. However, it is the responsibility of the Food Vendor to locate a suitable alternative. A number of other cities around the world including San Francisco and Berkeley have successfully banned Styrofoam so there are plenty of commercially viable alternatives.

11. Plastic Bags: In the City of Lake Worth Contract with the vendors at the Beach, this section requires the use of recyclable paper, compostable and/or reusable checkout bags. The goal is to reduce litter of plastic bags that kill over 100,000 marine animals a year and create a nuisance to our residents by being both unsightly and creating a potential biohazard.

11.1 All Stores shall provide recyclable Bags, compostable bags and/or reusable bags.

11.2 Definitions: "Recyclable Paper Bag" means a paper bag that meets all of the following requirements: (1) contains no old growth fiber, (2) is 100% recyclable overall and (3) displays the words "Reusable" and "Recyclable" in a highly visible manner on the outside of the bag and (4) should contain post consumer discarded waste.

12. Tenant shall not make or permit to be made any unseemly or disturbing noises, or electromagnetic, radio or television interference, or disturb or interfere with occupants of the Project or neighboring premises or those having business with them, or interfere with equipment of Landlord or occupants of the Project, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, or in any other way, including use of any wireless device or equipment. Tenant shall not use any advertising medium such as loud speakers, sound amplifiers, or radio or television broadcasts in a manner which may be heard outside the Premises.

13. Neither Tenant nor any of Tenant's employees, agents, invitees, or guests shall at any time bring or keep on the Premises any firearms, inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable environmental laws.

14. Landlord shall have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Landlord and unless a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

15. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Project without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Project or its desirability as a retail center, and on notice from Landlord, Tenant shall discontinue the advertising.

16. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

17. Canvassing, soliciting, and peddling within the Project or in the Common Areas is prohibited and Tenant shall cooperate to prevent such activities.

18. Tenant, its employees, agents, contractors, and invitees shall park their vehicles only in the portion of the parking areas and roadways of the Project designated by Landlord. Usage of parking spaces shall be in common with all other tenants of the Project and their employees, agents, contractors, and invitees. All parking space usage shall be subject to any reasonable rules and regulations for the sale and proper use of parking spaces that Landlord may prescribe. Tenant's employees, agents, contractors, and invitees shall abide by all posted roadway signs in and about the parking facilities. Landlord shall have the right to tow or otherwise remove vehicles of Tenant and its employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of Tenant, its principals, employees, agents, and contractors. Landlord reserves the right to charge Tenant an administrative fee of \$50.00 per violation of the foregoing rules.

19. Any roof opening or other work on the roof required at the Premises shall be performed by Landlord's roofing contractor, at Tenant's expense. Such openings shall include, as required, supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve such roof opening or other work request if it may affect the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.