

EXHIBIT "B"
RULES AND REGULATIONS

These Rules and Regulations are published by Raleigh Film & Television Studios, LLC ("Studio") for the purpose of regulating the actions and deportment of the occupants and the use of the Building necessary or convenient for the proper operation, maintenance and care of the **BRONSON** (Building), located at **650 North Bronson Ave. LA, CA 90004**. The term "Building" shall include all present and any future buildings or structures and the parking lots and ramps and other areas and improvements included within the Raleigh Studio's property. The term "Licensees" shall refer to the licensees or other occupants of the Building rented to Licensees.

Studio reserves the right at any time to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in the Studio's judgment may from time to time be necessary for the safety, care and cleanliness of the Building, and for the preservation or order therein. Studio may waive any or more of these Rules and Regulations for the benefit of particular Licensee or Licensees, but no such waiver by Studio shall be construed as a waiver of such Rules and Regulations in favor of any other Licensee or Licensees, nor prevent Studio from thereafter enforcing any such Rules and Regulations against any or all of the Licensees. These Rules and Regulations are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the covenants, agreements terms and conditions of any License affecting the Building or any portion thereof.

1. All areas of the Building other than those under License to Licensees, including public halls, lobbies and stairs, shall be under the sole and absolute control of the Studio who shall have the exclusive right to regulate and control these areas. The sidewalks, halls, passages, exits, entrances, elevators, malls, escalators and stairways of the Building shall not be obstructed by any of the Licensees, or used by them for any purpose other than for ingress to and egress from any Premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the use of the general public and Studio shall in all cases retain the right to control and prevent access thereto by all persons whose presence the Studio considers, in its sole and absolute discretion, to be prejudicial to the safety, quiet, enjoyment, character, reputation and interests of the Building and Licensees; provided, however, that nothing contained herein shall be construed to prevent such access by persons with whom Licensee normally deals in the ordinary course of its business, except that Studio reserves the right to exclude or expel from the Building any person who, in the judgment of Studio, is intoxicated or under the influence of liquor or drugs, or who shall in any manner act in violation of any of the Rules and Regulations of the Building. Licensees and other persons may not go upon the roof of the Building.

2. Studio reserves the right to exclude from the Building persons who do not present a pass or other identification acceptable to Studio. If Studio requires passes, Studio will furnish passes to persons for whom any Licensee requests a pass. Each Licensee shall be responsible for all persons for whom it requests passes or requests admission to the Building and Licensee shall be liable to the Studio for all acts of such persons. Studio shall not be

liable for damages for any error with regard to the admission or exclusion from the Building of any person. In the case invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Studio's sole and absolute discretion, Studio reserves the right to prevent access to the Building during the continuance thereof by such actions as Studio may deem appropriate, including closing and locking doors.

3. No animals are allowed on the premises, unless actually involved in filming and provided Licensee has received prior approval from the Studio and animal and regulation and control authorities.

4. The normal business hours of the Building shall be the hours of 8:00 a.m. to 6:00 p.m. on weekdays, other than legal holidays and from 9:00 a.m. to 1:00 p.m. on Saturdays, other than legal holidays. However, Studio may eliminate, increase or decrease the hours on Saturdays for which air conditioning, heating and ventilation are provided to the Premises and the Building to accommodate the regular Saturday usage by Licensees occupying two-thirds (2/3) or more of the licensable space of the Building. In addition, Studio may increase or decrease the hours for which air conditioning, heating and ventilation are provided to conform to practices of other buildings in the area comparable to the Building.

5. Studio retains absolute control over the exterior appearance of the Building and the exterior appearance of any Premises as viewed from the exterior of the Building, public halls, or passageways, and Licensees shall not, without Studio's prior written consent, install or permit to be installed any lighting, paintings, drapes, blinds, shades, signs, lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Building, public halls or passageways. If any Licensee obtains permission and installs any of the above items, such Licensee shall not make any changes, alterations or modifications to said installed items without the prior written consent of Studio, and such Licensee shall maintain such items at its expense in a neat and orderly manner at all times.

6. The directory of the Building will be provided for the display of the name and location of Licensee and its principal officers and Studio may exclude any other named from the directory.

7. In the event any Licensee fails to keep and perform any of the terms and conditions hereof, notwithstanding any provision to the contrary in the License, immediately upon written notice from Studio, Studio may restore any Premises or Building to its original condition, and such Licensee shall reimburse Studio upon demand for such cost of restoration. Studio may demand that such Licensee immediately restore the Premises or Building to its original condition. Such a default shall constitute a default under such Licensee's License and Studio may resort to any and all legal remedies which Studio may desire to assert.

8. When electric wiring of any kind is introduced into the Building, it must be connected as directed by the Studio and no boring or cutting for wires will be allowed without the consent of the Studio. The location of telephones, telegraph instruments, electric appliances, call boxes and similar instruments shall be prescribed by the Studio. No apparatus

of any kind, other than normal office machines and equipment, shall be connected to the electrical system of the Building without the written consent of the Studio.

9. Licensees shall not mark, paint, or drill into any part of the Premises or the Building without the prior written consent of Studio. Licensees shall not string wires or use extension cords without the prior written consent of Studio.

10. Licensees shall not do anything in the Building, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the Building or any part thereof, or with any rules or ordinances established by any other governmental agency.

11. Licensee shall be responsible for protecting any property located on or about the Premises other than the standard office furniture, furnishings, equipment files and supplies, including cash, antiques, art objects and jewelry from theft and other perils including the negligence of Studio, its agents or employees.

12. All removals or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours, which the Studio may determine, from time to time in its absolute discretion. The moving of safes or other fixtures or bulky matter of any kind must be made upon previous notice to the superintendent of the Building and under his supervision, and the persons employed by the Licensee for such work must be acceptable to the Studio. The Studio reserves the right to inspect all safes, freight, or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight, or other bulky articles which violate any of these Rules and Regulations or the License of which these Rules and Regulations are a part. Studio shall prescribe the weight, size and position of all safes used in the Building, and such safes shall in all cases stand on wood or metal of such size as shall be designated by the Studio. All damage done to the Building by installing, removing or maintaining a safe, shall be repaired at the expense of the Licensee in whose Premises such safe is located. Articles of unusual size or weight are not permitted in the Building. Licensees shall not use any machinery which may cause any objectionable noise or tremor to the floors or walls or which by its weight might injure the floors and the Building.

13. Licensees shall not conduct any auction in the Building, shall not store goods, wares or merchandise on their Premises except for Licensee's personal use, and shall not manufacture any item on their Premises. Except with the prior written consent of Studio, Licensees shall not sell or permit the sale of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on its Premises, nor shall any Licensee carry on, in or from its Premises, the business of stenography, typewriting or any similar business for the services or accommodation of other Licensees or others.

14. All freight and furniture must be moved into, within and out of the Building under the supervision of Studio and according to such regulations as may be posted in the office of the Building, but the Studio will not be responsible for the loss or damage of such freight from

any cause. Material, including beverages, food and supplies, shall not be transported within the Building except as Studio may prescribe from time to time.

15. The requirements of any Licensee will be attended to only upon application at the office of the Building. Employees of Studio shall not perform any work, not do anything beyond their regular duties unless under special instruction from the office of the Building, and employees of Studio will not be obligated to admit any person (Licensees or otherwise) to any office without specific instructions from the office of the Building.

16. All keys shall be obtained from Studio and all keys pertaining to any Premises shall be returned to the Studio upon termination of the License affecting such Premises. The Licensees shall not duplicate any keys or permit any keys to be duplicated.

17. Before any Licensee and its employees leave its Premises, such Licensee shall see that the doors of its Premises to common hallways of the Building are closed and securely locked and shall observe strict care and caution that all water faucets, water apparatus and utilities are shut off so as to prevent waste or damage; and for any default or carelessness, such Licensee shall compensate the other Licensees and Studio for all damages sustained by them. On multiple Licensee floors, Licensees shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.

18. Licensees shall give prompt notice of any accident to, or defects in, the Building, including the plumbing, water pipes, electric wire or heating apparatus, so that same may be attended to promptly.

19. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Studio.

20. Licensees shall not use any method of heating or air conditioning other than that supplied by Studio unless approved by Studio in writing.

21. Licensees shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of its Premises.

22. No vending or coin-operated machines shall be placed or maintained by any Licensee within its Premises without the prior written consent of Studio.

23. Licensees shall cooperate with Studio in obtaining maximum effectiveness of the cooling system by closing drapes and other window covering when the sun's rays fall on the windows of the Premises. Licensees shall not obstruct, alter or in any way impair the efficient operation of the Studio's heating, ventilating, air conditioning, electrical, fire safety, or lighting systems. Licensees shall not tamper with or change the setting of any thermostats or temperature control valves.

24. Canvassing, soliciting and peddling in the Building are prohibited without the written consent of Studio and each Licensee shall cooperate to prevent such activity.

25. Hand trucks not equipped with rubber tires and side guards shall not be used in any space or in the public halls of the Building, either by Licensee or others. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises.

26. The toilets, wash basins and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish rags or other substances shall be thrown therein. All damage resulting from any misuses of fixtures shall be borne by the Licensee who, or whose employees, agents or visitors, shall have caused the same.

27. No cooking shall be done or permitted by any Licensee on the Premises; however, the preparation of coffee, tea, hot chocolate and similar items by a Licensee for its employees and business visitors shall be permitted. Licensees shall not use or keep in or about the Building any kerosene, gasoline or inflammable or combustible fluid or material. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in or about the Building, or permit or suffer the Building to be occupied or used in a manner offensive or objectionable to Studio by reason of noise, odors and/or vibrations, or interfere in any way with other Licensees or those having business in the Building. No portion of the Building shall be used for lodging or sleeping or for any immoral or illegal purpose.

28. Licensee shall not engage in or permit any advertising or public relations which, in Studio's opinion, tends to impair the reputation or the desirability of the Building or suggest that Licensee is anything other than a Licensee in the Building.

29. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Licensee, nor shall any changes be made in existing locks or the mechanism thereof. Licensee must, upon the termination of his tenancy, restore to the Studio all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Licensee and in the event of the loss of any keys so furnished, Licensee shall pay to the Studio the cost of replacing the same or changing the lock or locks opened by such lost key if Studio shall deem it necessary to make such change.

30. No Licensee shall purchase spring water, ice, towels, janitorial or maintenance or other like services, from any company or persons not approved by Studio.

31. The scheduling of moves of Licensee's furniture and equipment into or out of the Building is subject to the reasonable discretion of Studio.

32. Licensee shall store all its trash and garbage within its Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city of Los Angeles without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entranceways and elevators provided for such purpose and at such times as Studio shall designate.

33. These Rules and Regulations are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any License of premises in the Building.

34. Any telephone instruments or equipment installed by the telephone company at Licensee's request shall be billed directly to Licensee and Licensee shall pay all monthly telephone charges for fixed equipment. All other telephone services provided by or through Studio to Licensee, including outgoing calls placed through Studio's switchboard and special PBX operator coverage outside of normal hours will be charged in accordance with the then current studio rate schedule. Telephone lines provided to Licensee are unrestricted, and Licensee shall pay for all calls placed on any such lines until disconnected at Licensee's request.

35. SECURITY (a) The security of Licensee's property requires that Licensee inform the gate guard when either a delivery or pick-up is to be made to the Premises. This notice will enable guards to screen out unauthorized deliveries or pick-ups. If a truck does come to the gate with a delivery for Licensee and Studio has not been notified, Studio will attempt to contact a member of Licensee's staff. Studio, at its option, may refuse to accept any deliveries from which it has received no notification. In the event Studio accepts a delivery for which it has received no notification, said delivery shall be accepted by Studio solely at Licensee's risk and Studio will not be liable in the event of any loss or damage of any nature to said delivery. No pick-ups from the Premises will be permitted without Licensee's prior consent or on the spot authorization. In this regard, Licensee shall furnish Studio with a list of all personnel authorized to give such on the spot authorization; (b) The security of Studio's property requires that Studio's guards be permitted to reasonably search vehicles for any of Studio's property before they leave Studio's property, and Licensee hereby consents, on behalf of itself, its agents, representatives, guests, invitees and employees, to a reasonable search of their vehicles if reasonably requested to do so by Studio's guards. Licensee, on behalf of itself, its agents, representatives and employees, waives any and all claims for any damages on account of such reasonable searches. Licensee shall notify all of its agents, representatives, employees, guests and invitees of this requirement; and (c) Studio reserves the right to refuse admittance to anyone for reasonable security purposes.

36. PARKING RULES AND REGULATIONS: (1) Vehicles must be parked entirely within the lines painted on pavement. (2) All directional signs and arrows must be observed. (3) The speed limit is 5 miles per hour. (4) Parking is prohibited: (a) in areas not striped for parking; (b) where "No Parking" signs are posted; (c) in cross-hatched areas; and (d) in such other areas as may be designated by Studio. (5) Everyone is required to park and lock their own vehicle. ALL RESPONSIBILITY FOR LOSS OR DAMAGE IS ASSUMED BY THE PARKER. (6) Parking spaces are for the express purpose of parking one vehicle per space. Washing, waxing, cleaning or servicing a vehicle is prohibited. (7) Licensee shall acquaint all persons to whom Licensee assigns or permits parking privileges of these rules and regulations. (8) Vehicles improperly parked may be cited and/or towed at the owner's expense. (9) Violation of the Studio's parking regulations by Licensee, its employees, agents, guests or

invitees may result in suspension of Licensee's right to drive or park at the Studio's lot or parking structure.

Licensee

Date