RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well being of all the Clients of the Building. Any violation of these rules and regulations by any Client that continues after notice from Landlord shall be sufficient cause for termination, at the option of Landlord, of the Client's lease.

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or hall or other parts of the Building not occupied by any Client shall not be obstructed or encumbered by any Client or used for any purpose other than ingress and egress to and from the Client's Premises. Landlord shall have the right to control and operate the common areas, and the facilities furnished for the common use of the Client in such manner as Landlord, in its sole discretion, deems best for the benefit of the Clients generally. No Client shall permit the visit to its Premises of persons in such number or under such conditions as to interfere with the use and enjoyment by other Clients of the common areas.

2. No awnings or other projections shall be attached to the outside walls of the Building. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of a Client's Premises.

3. No sign, advertisement, notice or other lettering or material(s) shall be exhibited. inscribed, painted or affixed by any Client on any part of the outside or inside of the Client's Premises, the Building or elevators. In the event of the violation of the foregoing by any Client, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Client or Clients violating this rule. All interior signs on the doors and directory table shall be inscribed, painted or affixed for each Client by Landlord at the expense of such Client, and shall be of a size, color and style acceptable to Landlord.

4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, or placed in the common areas.

5. 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 or placed therein. All damages resulting from any misuse of the fixtures shall be borne by the Client whose employees, agents, visitors or licensees shall have caused the same.

6. There shall be no marking. painting, drilling into or other form of defacing or damage of any part of a Client's Premises or the Building. No boring, cutting or stringing of wires shall be permitted. No Client shall construct, maintain, use or operate within its Premises or elsewhere within or on the outside of the Building, any electrical device, wiring or apparatus in connection with a loud speaker or other sound system. Landlord will, however permit a Client to install Muzak or other internal music system within the Client's Premises if the music system cannot be heard outside of the Premises.

7. No Client shall make or permit to be made any disturbing noises or disturb or interfere with the occupants of the Building or neighboring Buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, whistling, singing or any other way. No Client shall throw anything out of the doors or windows, off the balconies or down the corridors or stairs.

8. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into or kept in or about a Client's Premises. No cooking shall be done or permitted by any Client on its Premises, except that, with Landlord's prior written approval, a Client may install and operate for the convenience of its employees, a lounge or coffee room with a microwave oven, sink and refrigerator. No Client shall cause or permit any unusual or objectionable odors to originate from its Premises. Each Client shall be obligated to maintain sanitary conditions in any area approved by the Landlord for food and beverage preparation and consumption.

9. No space in or about the Building shall be used by any Client for the manufacture, storage, or sale or auction of merchandise, goods or property of any kind.

10. No flammable, combustible, explosive, hazardous or toxic fluid, chemical or substance shall be brought into or kept upon a Client's Premises.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Client, nor shall any changes be made in existing locks or the mechanism thereof. The doors leading to the common areas shall be kept closed during business hours except as they may be used for ingress and egress. Each Client shall, upon the expiration or termination of its tenancy, return to Landlord all keys used in connection with its Premises, including any keys to the Premises, to rooms and offices within the Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms whether or not such keys were furnished by Landlord or procured by Client, and in the event of the loss of any such keys, such Client shall pay to Landlord the cost of replacing the locks. On the expiration or termination of a Client's lease, the Client shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the Premises.

12. All deliveries and removals, or the carrying in or out of any safes, freight, furniture of bulky matter or materials of any description, must take place in such manner and during such hours as Landlord may require. Landlord reserves the right to inspect all freight, furniture or bulky matter or materials to be brought into the Building and to exclude from the Building all or any of such which violates any of these rules and regulations or the Lease.

13. Any person employed by any Client to do janitorial work within the Client's Premises must obtain Landlord's written consent prior to commencing such work. and such person shall, while in the Building and outside of said Premises, comply with all instructions issued by the superintendent of the Building. No Client shall engage or pay any employees on the Client's Premises, except. those actually working for such Client on said Premises.

14. No Client shall purchase spring water, ice, coffee, soft drinks, towels, or other like merchandise or service from any company or person whose repeated violations of Building regulations have caused, in Landlord's sole opinion, a hazard or nuisance to the Building and/or its occupants.

15. Landlord shall have the right to prohibit any advertising by any Client which, in Landlord's sole opinion, tends to impair the reputation of the Building or its desirability as a Building for offices, and upon written notice from Landlord, such Client shall refrain from or discontinue such advertising.

16. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself the Building management or its agents. Landlord may at its option require all persons admitted to or leaving the Building between the

hours of 6:00 p.m. and 8:00 a.m., Monday through Friday, and at all times on Saturdays, Sundays and holidays, to register. Each Client shall be responsible for all persons for whom it authorizes entry into the Building, and shall be liable to Landlord for all acts of such persons.

17. Each Client, before closing and leaving its Premises at any time, shall assure that all lights are turned off and the Premises are locked.

18. The requirements of Clients will be attended to only upon application at the office of the Building. Building employees shall not perform, and shall not be requested by any Client to period any work or do anything outside of their regular duties, unless under special instructions from the Building management.

19. Canvassing, soliciting and peddling in the Building is prohibited and each Client shall cooperate to present the same.

20. No plumbing or electrical fixtures shall be installed by the Client without Landlord's prior written consent.

21. There shall not be used in any space, or in the common areas of the Building, either by any Client or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

22. Mats, trash or other objects shall not be placed in the common areas.

23. Landlord shall not maintain or repair suite finishes or fixtures which are nonstandard, including, but not limited to, kitchens, bathroom, wallpaper, and special lights. However, should the need for maintenance or repairs arise, Landlord shall, at Client's request, arrange for the work to be done at the Client's expense.

24. No space demised to any Client shall be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

25. Employees of Landlord other than those expressly authorized are prohibited from receiving any packages or other articles delivered to the Building for any Client and, should any such employee receive any such package or article, he or she in so doing shall be the agent of such Client and not Landlord.

26. No Client shall install or permit or allow installations of a television antenna in the windows or upon the exterior of its Premises or the Building.

27. No Client shall tie in, or permit to tie in, to the electrical or water supply office of the Building without prior written consent of the Building management.

28. No Client shall remove, alter or replace the Building standard ceiling, light diffusers or air conditioning terminals in any portion of its Premises without the prior written consent of Landlord.

29. No vending machines shall be permitted to be placed or installed in any part of the Building by any Client. Landlord reserves the right to place or install vending machines in any of the common areas of the Building.

30. No Client shall place, or permit to be placed, on any part of the floor or floors of the space demised to such Client a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.

31. Landlord reserves the right to specify where in the space demised to any Client business machines and mechanical equipment shall be placed or maintained in order, in Landlord's judgment, to absorb and present vibration, noise, and annoyance to other Clients of the Building.

32. There shall be no smoking within the Premises or the Building by Client, its agents, employees or invitees.

33. Landlord reserves the right to rescind, amend, alter or waive any of the foregoing rules and regulations at any time when in its sole judgment, it deems necessary, desirable or proper for its best interest and for the best interests of the Clients, and no such rescission, amendment, alteration or waiver or any rule or regulation in favor of one Client shall operate as an alteration or waiver in favor of any other Client. Landlord shall not be responsible to any Client for the nonobservance or violation by any of these rules and regulations at any time.