

LEASE RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well being of all tenants of the Building and to insure compliance with municipal and other requirements. Unless the context otherwise requires, the terms used in this Exhibit that are defined in the Lease, to which this Exhibit is attached, shall have the same meanings as provided in the Lease. Strict adherence to these rules and regulations is necessary to guarantee that each and every tenant will enjoy a safe and undisturbed occupancy of its premises in the Building. Any continuing violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease (subject to the notice and cure period set forth in the Lease).

Landlord may, upon request of any tenant, waive the compliance by such tenant of any of the following rules and regulations in any particular instance, provided that (i) no waiver shall be effective unless signed by Landlord, or its authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation of complying with such rule or regulation in the future unless otherwise agreed to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, unless such other tenant has received a similar written waiver from Landlord, and (iv) any such waiver by Landlord shall not relieve Tenant from any liability to Landlord for any loss or damage occasioned as a result of Tenant's failure to comply with any rule or regulation.

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls, and other parts of the Building not exclusively occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from each tenant's premises. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants.

2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. No drapes, blinds, shades or screens 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, which shall not be unreasonably withheld with respect to such items that are not visible from outside the Premises, but which may be withheld in Landlord's sole discretion with respect to any such items that are visible from outside the Premises. All awnings, projections, curtains, blinds, shades, screens and other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public or common area halls, corridors or vestibules

without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.

4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no debris, rubbish, rags, or other substances shall be thrown therein.

5. There shall be no marking, painting, drilling into or defacement of the Building or any part of the Premises that is visible from public areas of the Building except as may be approved by Landlord in accordance with Section 7 of the Lease. Tenants shall not construct, maintain, use or operate within their respective premises any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except as reasonably required as part of a communication system approved prior to the installation thereof by Landlord, which approval shall not unreasonably be withheld, conditioned or delayed. No such loud speaker or sound system shall be constructed, maintained, used or operated outside of the Premises. The use of individual or non-Landlord-approved space heaters or other similar devices is prohibited.

6. No bicycles or vehicles and no animals, birds, fish or pets of any kind shall be brought into or kept in or about the Building or any tenant's premises, except that this rule shall not prohibit the parking of bicycles or vehicles in the garage in the Building or use of service animals assisting handicapped or otherwise disabled persons. Except to the extent a cafeteria is permitted in the Lease, no cooking or heating of food (other than the use of coffee machines, microwave ovens, and chafing dishes) shall be done or permitted by any tenant on its premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from its premises.

7. No space in the Building shall be used for the manufacture of goods for sale in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind.

8. No tenant shall unreasonably disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, whistling, singing, or in any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs of the Building.

9. No flammable, combustible or explosive fluid, chemical or substance shall be brought into or kept upon the premises.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in any existing locks or the locking mechanism therein, without Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed so long as Landlord shall have access devices to such locks/locking mechanism. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress and code required egress. Each tenant shall, upon the termination of its tenancy, restore to Landlord all keys of stores,

offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the replacement cost thereof. Tenant's key system shall be separate from the rest of the Building.

11. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or the Lease.

12. No tenant shall pay any employees on its premises, except those actually working for such tenant at the tenant's premises.

13. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building management or watchman on duty. Landlord may, at its option, require all persons admitted to or leaving the Building between the hours of 6:00 p.m. and 7:30 a.m., Monday through Friday, and at any hour on Saturdays, Sundays, and legal holidays, to register. Each tenant shall be responsible for all persons for whom it authorizes entry into the Building, and shall be liable to Landlord for all acts or omissions of such persons.

14. The Premises shall not, at any time, be used for lodging or sleeping or for any immoral or illegal purpose.

15. Each tenant, before closing and leaving its premises any time, shall see that all lights are turned off.

16. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instruction from the management of the Building. The requirements of tenants will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant (and paid when the next installment of rent is due) in accordance with the schedule of charges maintained by Landlord from time to time or at such time as is agreed upon in advance by Landlord and Tenant.

17. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

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

19. Mats, trash or other objects shall not be placed in the public corridors of the Building.

20. Landlord does not maintain suite finishes which are non-standard. However, should the need arise for repairs of items not maintained by Landlord, Landlord will arrange for the work to be done at Tenant's expense.

21. Drapes installed by Landlord for the use of Tenant or drapes installed by Tenant, which are visible from the exterior of the Building, must be cleaned by Tenant at least once a year, without notice, at Tenant's own expense.

22. The Building is a non-smoking facility. Landlord shall have the right from time to time in its sole discretion to establish "smoke-free" perimeters surrounding the Building entrances and exits (including the parking garage) within which smoking shall not be permitted.

23. Tenant shall manage the use of all blinds or shades (as applicable) in the Premises during direct solar conditions for each respective solar orientation (i.e. north, south, east and west) to minimize heat gain (e.g., causing the blinds at the windows of the Premises to be at forty-five (45) degree angles, or if applicable, any shades at the windows of the Premises to be fully pulled down).

24. Tenants shall use reasonable efforts to comply with Building's recycling program, energy conservation recommendations, and other environmentally sustainable initiatives.