

EXHIBIT D

RULES AND REGULATIONS

1. Absent the prior written consent of Landlord, Tenants are prohibited at all times from the following actions:

- a. Affixing or causing to be affixed to any part of the Building or land upon which the Building is constructed any sign, advertisement or notice except as may be required by law;
- b. Using the name of the Building for any purpose other than that of the business address of Tenant, or using any picture or likeness of the Building or any other name by which the Building may, from time to time, be known on any letterhead, envelope, circular, notice, advertisement, container or wrapping material;
- c. Leaving the Premises unattended without closing and securely locking all means of ingress thereto;
- d. Failing to comply with all public laws, ordinances, orders, regulations and directions of any authorized public officer in connection with the use and occupancy of the Premises;
- e. Installing any heating, air conditioning or ventilation equipment within the Premises;
- f. Preparing or dispensing any alcoholic beverage within the Premises;
- g. Installing any vending machine of any kind except for Tenant's own use;
- h. Obstructing or permitting its employees, agents, servants, invitees or licensees to obstruct in any way the sidewalks, entry passages, corridors, halls, stairways or elevators of the Building, or use the same in any way or other than as a means or passage to and from the offices of Tenant; bringing in, storing, testing or using any materials in the Building which could cause an unusual risk of fire or an explosion or produce any fumes or vapor; making or permitting any excessive noises in the Building; smoking in any part of the Building; throwing substances of any kind out of windows or doors, down the passages of the Building, or in the halls or passageways, sitting on or placing anything upon the window sills;
- i. Installing a security or monitoring system in the Premises.

2. When electrical wiring of any kind is introduced by tenant, it must be connected as directed by Landlord, and no stringing or cutting of wires without the prior written consent of Landlord, and such work shall be done only by contractors approved by Landlord. The number and location of telegraph instruments, electric appliances, call boxes, etc., shall be approved by Landlord. No Tenant shall lay floor covering so that the same be in direct contact with the floor of the Premises; if floor covering is desired to be used, an interlining of builder's

deadening felt shall be first affixed to the floor by a paste or other material. The use of cement or other similar adhesive material is expressly prohibited.

3. Landlord shall have the right to reasonably prescribe the method and time by which all bulky or heavy equipment and all other freight that is brought into and out of the Building. All such moving shall be done under the supervision of Landlord. Landlord will not be responsible for loss of or damage to any such equipment or freight from any cause. All damage done to the Building by moving or maintaining any such equipment or freight shall be repaired at the expense of Tenant. 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. Tenant shall not place a load upon any floor of the Premises that exceeds the floor load per square foot that such floor was designed to carry and which is allowed by certificate, rule, regulation, permit or law. Subject to the terms of the preceding sentence, if Tenant wishes to place any safes or vaults in the Premises, it may do so at its own expense, provided the floor load capacity is in Landlord's judgment sufficient. Landlord reserves the right to prescribe their weight and position.

4. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's judgment to absorb and prevent vibration, noise and annoyance to other tenants.

5. Six keys will initially be furnished to Tenant by Landlord. Any additional keys requested by Tenant shall be paid for by Tenant. Tenant, its agents and employees shall not have any duplicate key made and shall not change any lock. All keys to doors and washrooms shall be returned to Landlord on or before the termination date of the Lease, and, in the event of a loss of any keys furnished, Tenant shall pay Landlord the cost thereof.

6. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises.

7. The requirements of Tenant will be attended to only upon application at the office of Landlord. Employees of Landlord shall not perform any work for Tenant or do anything outside of their regular duties unless under special instructions from Landlord.

8. The Premises shall not be used for lodging or sleeping purposes, and cooking therein is prohibited. Tenant is permitted use of a coffee making machine, hot plate and a microwave.

9. Tenant shall not conduct, or permit any other person to conduct, any auction upon the premises; to manufacture or store goods, wares or merchandise upon the Premises without the prior written approval of Landlord, except the storage of usual supplies and inventory to be used by Tenant in the conduct of its business; to permit the Premises to be used for gambling; to make any unusual noises in the Building; to permit to be played any musical instrument in the Premises; to permit to be played loudly any radio so as to disturb or annoy other tenants; or to permit any unusual odors to be produced upon the Premises.

10. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, 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. Such curtains, blinds and shades must be of a quality, type, design and color and attached in a manner approved by Landlord.

11. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

12. There shall not be used in the Premises or in the Building, either by Tenant or by others in the delivery or receipt of merchandise, supplies or equipment, any hand trucks except those equipped with rubber tires and side guards. No hand trucks will be allowed in the passenger elevator, if applicable.

13. Tenant shall follow all procedures of Landlord relating to moving in and out of the Premises and Building. Among them is that Tenant shall provide Landlord with a certificate of insurance from Tenant's moving company showing Landlord as an additional insured under the policy not later than forty-eight hours prior to such move. Tenant shall reserve the elevator and/or escalator (if any) prior to the move in accordance with the times and procedures proscribed by Landlord. Failure to adhere to the procedures of Landlord may result in no use of the elevator and/or escalator by Tenant. Landlord reserves the right to require Tenant to provide Landlord with a refundable deposit in an amount deemed reasonable to Landlord prior to Tenant's move to partially guarantee that the move will not result in damage to the Premises and Building.