

EXHIBIT D

BUILDING RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All suite identification signs or lettering shall be in conformance with the Building's standards and shall be installed at the expense of Tenant by a person or vendor chosen by Landlord. In addition, Landlord reserves the right to change from time to time the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered.

2. No window treatment of any kind is to be placed on the windows or glass walls of the Premises without prior Landlord approval. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises.

3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators or stairways of the Building. The halls, passages, exits, entrances, shopping malls, elevators, escalators and stairways are not for the general public, and Landlord shall in all cases retain the right to control and prevent access to the Building of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants provided that nothing contained in this rule shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the penthouse and/or roof of the Building. Furniture placement must kept eighteen inches (18") from the perimeter wall of the Building (or shall be mobile to be moved from said perimeter) and in no event shall access to the mechanical panels on the Building's perimeter be blocked or materially impeded.

4. The directory of the Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom.

5. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises and/or the Building. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any

Tenant's property by the janitor or any other employee or any other person, except intentional damage to property.

6. Landlord will furnish Tenant free of charge with two keys to each door in the Premises. Landlord may make a reasonable charge for any additional keys, and Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant.

7. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's reasonable instructions in their installation.

8. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be reasonably designated by Landlord.

9. Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position to all equipment, materials, furniture or other property brought into the Building. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space in the Building to such a degree as to be objectionable to Landlord or to any tenant shall be placed and maintained by Tenant, at Tenant's expense on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all uninsured damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

10. Tenant shall not waste electricity, water or air conditioning. Tenant shall keep corridor doors closed.

11. Landlord reserves the right to exclude persons from the Building between the hours of 6 p.m. and 7 a.m. the following day (or such other hours as may be established from time to time by Landlord) and on Sundays and legal holidays, unless that person is known to the person or employee in charge of the Building as being an employee of Tenant and has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

12. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus and lighting before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

13. The toilet rooms, toilets, urinals wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown into any of them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

14. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building except by virtue of a separate license negotiated with Landlord. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

15. Except as approved by Landlord, Tenant shall not mark, drive nails, screw or drill into the woodwork (other than the floor) or brick or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as reasonably approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

16. No animals are allowed in the Building with the exception of seeing-eye, hearing or other trained service animals. In the event any injuries are caused to Tenant's employees or invitees, the owner of said animal agrees to indemnify and hold the Landlord and its managing agent and all other tenants harmless from all costs (including reasonable attorneys' fees) with respect to the presence of any animals in the Building.

17. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

18. No cooking shall be done or permitted by any Tenant on the Premises, except by the Tenant with Underwriters' Laboratory approved microwave oven or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

19. No space heaters shall be allowed in the Premises.

20. Tenant shall not use in any space or in the public halls of the Building any hand trucks except those equipped with the rubber tires and side guards or

such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building. Tenant must not utilize any elevator other than the designated freight elevator: i) for deliveries requiring hand trucks or other material-handling equipment, or ii) for moving furniture, equipment or other similarly-sized personal property into or out of the Building.

21. Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

22. Smoking is not allowed anywhere within any common areas or leased premises of the Building. Smoking is not permitted in any lavatory or other restroom, lobby, stairwell, hallway, elevator, atrium or within the parking ramp.

23. The requirements of Tenant will be attended to only upon appropriate application to the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

24. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

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

26. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any construction services on or to the premises for Tenant to Landlord for Landlord's reasonable approval and supervision before performance of any construction service. This provision shall apply to all construction work performed in the Building, including the installation of all electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, HVAC systems, life safety systems, or any other physical portion of the Building. Such approval, if given, shall in no way make the Landlord a party to any contract between Tenant and any such contractor, and Landlord shall have no liability therefore. .

27. Landlord reserves the right to make such other reasonable rules and regulations, or to amend and revise the foregoing rules and regulations as in its judgment may from time to time be needed for the safety and security, for the care and cleanliness of the Building and for the preservation of good order in and about the Building. Tenant agrees to abide by all such rules and regulations and any additional or modifications to these rules and regulations which are adopted from time to time by Landlord.

28. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, contractors and invitees (to the extent Tenant has the power to control such invitees).