

EXHIBIT B

RULES AND REGULATIONS

(a) The sidewalks, and public portions of the Project, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the demised premises.

(b) No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, louvered openings or screens shall be attached to or hung in, or used in connection with, any window or door of the demised premises, without the prior written consent of Landlord, unless installed by Landlord.

(c) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of the demised premises or Building or on corridor walls. Signs on entrance door or doors shall conform to Building standard signs, samples of which are on display in Landlord's rental office. Signs on doors shall be constructed of 1/4-inch mirror polished brass and shall, at Tenant's expense, be fabricated and affixed for each tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the tenant or tenants violating this rule.

(d) The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels, or other articles be placed outside of the demised premises.

(e) No show cases 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 halls, corridors or vestibules without the prior written consent of the Landlord.

(f) Whenever Tenant shall submit to Landlord any plan, agreement or other document for Landlord's consent or approval, Tenant agrees to pay Landlord, on demand, a processing fee in a sum equal to the reasonable fee for review of same including the services of any architect, engineer or attorney employed by Landlord to review said plan, agreement or document.

(g) 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 sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

(h) No tenant shall in any way deface any part of the demised premises or the Building of which they form a part. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar 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, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

(i) No bicycles, vehicles or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the demised premises. No cooking shall be done or permitted by any tenant on said premises except in conformity to law and then only in the utility kitchen, if any, as set forth in Tenant's layout, which is to be primarily used by Tenant's employees for heating beverages and light snacks. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the demised premises.

(j) No space in the Building shall be used for the distribution or for the storage of merchandise or for the sale at auction or otherwise of merchandise, goods or property of any kind.

(k) No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. No tenant shall throw anything out of the doors, or windows or down the passageways.

(l) No tenant, nor any of the tenant's servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of tenant's business offices.

(m) 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 existing locks or the mechanism thereof, without the prior written approval of the Landlord and unless and until a duplicate key is delivered to Landlord. Each tenant must, upon the termination of his tenancy, restore to the Landlord all keys of stores, offices 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 cost thereof.

(n) All removals, or the carrying in or out of any safes, freights, furniture or bulky matter of any description must take place during the hours which Landlord or its agent may determine from time to time. 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 of which these Rules and Regulations are a part. Landlord shall provide Tenant with after-hours freight elevator service at Landlord's then established rates in the Building.

(o) No tenant shall occupy or permit any portion of the demised premises demised to it to be occupied as, by or for a public stenographer or typist, barber shop, bootblackening, beauty shop or manicuring, beauty parlor, telephone or telegraph agency, telephone or secretarial service, messenger service, travel or tourist agency, employment agency, public restaurant or bar, commercial document reproduction or offset printing service, public vending machines, retail, wholesale or discount shop for sale of merchandise, retail service shop, labor union, school or classroom, governmental or quasi-governmental bureau, department or agency, including an autonomous governmental corporation, a firm the principal business of which is real estate brokerage, or a company engaged in the business of renting office or desk space; or for a public finance (personal loan) business, or for manufacturing. No tenant shall engage or pay any employees on the demised premises, except those actually working for such tenant on said premises, nor advertise for laborers giving an address at said premises.

(p) Landlord shall have the right to prohibit any advertising by any tenant mentioning the Building or the Project, which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, tenants shall refrain from or discontinue such advertising.

(q) In order that the Building can maintain a uniform appearance to those outside of same, each Tenant in Building perimeter areas shall (a) use only Building standard lighting in areas where lighting is visible from the outside of the Building and (b) use only Building standard Venetian or vertical blinds in window areas which are visible from the outside of the Building.

(r) Landlord reserves the right to exclude from the Building between the hours of 5:00 P.M. and 8:00 A.M. and at all hours on non-business days all persons who do not present a pass to the Building signed by a tenant. Each tenant shall be responsible for all persons for whom such pass is issued and shall be liable to Landlord for all acts of such persons.

(s) The demised premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

(t) The requirements of tenants shall be attended to only upon application at the office of the Building. Building employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

(u) Landlord reserves the right to require Tenant to remove any furniture, fixture, carpeting, wall covering or other decor or item of personalty from any part of the demised premises which is visible from the atrium or from any other part of the Building not included in the demised premises which, in Landlord's judgment, detracts from, impairs or tarnishes the image of the Building or is not consistent with the ambience generated by other tenants in the Building.

(v) Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

(w) 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. No hand trucks shall be used in passenger elevators.

(x) Tenants, in order to obtain maximum effectiveness of the cooling system, shall lower and/or close Venetian or vertical blinds or drapes when sun's rays fall directly on windows of demised premises.

(y) Replacement of ceiling tiles after they are removed for or by any tenant in both the demised premises and the public corridors, shall be charged to such tenant on a per tile basis.

(z) All paneling, grounds or other wood products not considered furniture shall be of fire retardant materials. Before installation of any such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord, or its agents, in a manner satisfactory to the Landlord.

(aa) Tenant agrees to take such reasonable action as shall encourage employee participation in van pooling, ride sharing or other forms of group travel to and from the Building.

(ab) Tenant agrees that it shall cause all of Tenant's agents, servants and employees ("employees") to be dressed attire as may be appropriate for a first-class office building, at all times when such employees are in the public portion of the Building, any restaurant or food emporium that may be located in the Building or in any portion of the demised premises visible from outside of the demised premises.

(ac) Upon demand by Landlord, a tenant (and such tenant's agents, employees and contractors) shall cease and desist from engaging in such noise producing activities (including, without limitation, Alterations pursuant to Article 8 of this Lease) as Landlord, in Landlord's sole discretion, exercised in good faith, deems to interfere with or disturb other tenants or occupants of the Building. In no event shall the foregoing be construed to be a third party beneficiary contract or agreement.

Whenever and to the extent that the above rules conflict with any of the rights or obligations of Tenant pursuant to the provisions of the Articles of this Lease, the provisions of the Articles shall govern.