

Exhibit __

Rules and Regulations

660 Fifth Avenue is a premier business address in New York, as such we have worked very hard to create the most positive environment possible for you and your employees to conduct business in an orderly, clean and desirable premises. We have endeavored to minimize our formal Rules and Regulations. However, in order to maintain the positive business environment and minimize the interference by others to your premises, we anticipate your cooperation in observing the following Rules and Regulations.

Please note that the term 'Tenant' or "Permitted User" as used in these Rules and Regulations includes its officers, agents, servants, employees, licensees and invitees.

1. Use of Building Common Areas

- a. Entrances, corridors, elevators and escalators servicing the Building are limited to ingress to and egress from tenant premises and not for any other purpose.
- b. Plazas, parks and other common areas are for the use and enjoyment of the public and tenants and no behavior or conditions that interfere with such use and enjoyment of others shall be allowed. The front of the building shall be kept clear of any obstruction as well as any other entrance or exit.
- c. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the tenants or Permitted Users.
- d. The Common Areas shall not be used by any tenant or Permitted User for solicitations, distributions of handbills or other advertising matter.
- e. No doormat of any kind whatsoever shall be placed or left in any public area or outside any entry door of the tenant's or Permitted User's premises.

2. Building Entry

- a. The Owner may refuse admission to the Building to any person without proper identification, building pass or tenant authorization. The tenant shall be responsible for all persons for whom it issues any such pass or authorization and shall be liable to the Unit Owner for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the reasonable judgment of the Unit Owner, be prejudicial to the safety, character or reputation of the Building or of its tenants may be denied access to the Building or may be ejected therefrom. During any invasion, riot, public excitement or other commotion, the Unit Owner may prevent all access to the Building by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.
- b. All tenant's vendors and/or contractors delivering to and performing work within the leased premises are required 1) to be scheduled and pre-authorized with Building Management, 2) to submit and keep current an approved certificate of insurance. Any vehicles of such vendors and contractors will not be permitted to the loading dock without a valid driver's license, vehicle registration and vehicle insurance.

- c. The cost of repairing any damage to the public portions of the Building or the public facilities or to any facilities used in common with other tenants, caused by a tenant, their guest or vendor/contractor shall be paid by such tenant.

3. Signs and Advertising:

- a. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant in or on any part of the outside or inside of the Building or parking facilities without prior written consent of Owner.

4. Windows and Glass Panel Doors

- a. No windows, glass panel doors nor peripheral air conditioning enclosures shall be obstructed with any supplies or materials.
- b. Tenants shall cooperate with Owner in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises.

5. Animals and Bicycles:

- a. No bicycles, vehicles, animals (other than seeing eye dogs or other certified service animals), fish or birds of any kind shall be brought into or kept in or about the premises of any tenant or the Building, except as expressly set forth herein or in a tenant's lease.
- b. The Owner may provide bicycle racks in or about the Building as an amenity for the tenants of the Building. The use of such bicycle racks by any occupant shall be at their sole risk.

6. Noise/ Quiet Enjoyment:

- a. No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the reasonable judgment of the Unit Owner, might disturb other tenants in the Building, shall be made or permitted by any tenant. Nothing shall be done or permitted in the premises of any tenant which would impair or interfere with the use or enjoyment by any other tenant of any other space in the Building,
- b. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises which would annoy other tenants or create a public or private nuisance. No cooking shall be done in the premises of any tenant except as is expressly permitted in such tenant's lease.
- c. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with any of the Building's services or the proper and economic heating, ventilating, air conditioning, cleaning or other servicing of the Building or the premises, or the use or enjoyment by any other tenant, nor shall there be installed by any tenant any ventilating, air-conditioning, electrical or other equipment of any kind which, in the reasonable judgment of the Unit Owner, might cause any such impairment or interference. For purposes hereof, the term

“EMI” shall mean electromagnetic interference, and the term “Excessive EMI” shall mean EMI at a level exceeding 10thirty (30) milligauss. EachA tenant at its sole cost and expense, promptly following its receipt of notice from the Unit Owner to the effect that the installation or manner of operation of any equipment by thesuch tenant is causing Excessive EMI in any portion of the Building other than the tenant’s Premises, shall take steps to bring such Excessive EMI below 10thirty (30) milligauss in a manner that is appropriate, as reasonably determined by the Unit Owner. No Tenant shall installshall install any equipment or operate any equipment in a manner which would result in the electrical voltage and current distortion at the service switchboards of any floor of the Building failing to be within the limits stated in IEEE 519.

7. Hazardous Materials:

- a. Tenant shall not bring into the premises or the Building any flammable, combustible, explosive or otherwise dangerous fluid, chemical, or substance without written permission of Owner.
- b. No acids, vapors or other materials shall be discharged into the waste lines, vents or flues of the Building which may damage them. The water and wash closets and other plumbing fixtures in or serving any tenant’s premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited 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.

8. Locks:

- a. No additional locks shall be placed on any door in the Building, which are incompatible with the master keying system. Owner may at all times keep a passkey to all leased or occupied premises. All keys shall be returned to Owner promptly upon termination of each lease.
- b. All entrance doors in each tenant’s premises tenant’s premises shall be left locked and all windows shall be left closed by the tenant when the tenant’s premises are not in use. Entrance doors shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.

9. Material Movement and Removal:

- a. The movement of furniture, equipment, machines, merchandise or material within, into or out of the leased premises and the Building shall be restricted to time, method and routing as determined by Owner upon request from Tenant and Tenant shall

assume all liability and risk to property, the premises leased or occupied by it and the Building in such move. All costs shall be borne by tenant.

- b. Owner reserves the right to inspect all objects and matter to be brought into the building and to exclude from the building all objects and matter which violate these rules and regulations.
- c. Owner may require any person leaving the Building with any package or other object or matter to submit a pass indicating what tenant whose premises the package is being removed from and a description of the package.
- d. Any hand trucks or carts used in any space, public halls or elevators of the Building, either by Tenant or by its vendors or contractors, in the delivery or receipt of merchandise, shall be equipped with rubber tires and safeguards.

10. Tenant Service Requests

- a. The requirements of a tenant will be attended to only upon application at the building office or by processing of a tenant service request through the owner designated tenant service request system. Employees of Owner shall not perform any work or do anything outside of their regular duties unless instructed to by Owner.

11. Soliciting and Peddling:

- a. Canvassing, soliciting, peddling and distribution of handbills and other advertising material in the Building is prohibited. Tenant shall cooperate to prevent the same and shall promptly report such activities to the Management Office.

12. Rubbish Removal:

- a. All rubbish will be removed from your leased premises on a daily basis by the Janitorial Contractor. Tenant shall not place, empty, or throw any rubbish, litter, trash or material of any nature into public areas, or permit such areas to be used at any time except for ingress or egress of Tenant, its licensees and invitees.
- b. Tenants are required to separate trash within their leased premises in accordance with new recycling laws. The management team can assist you in any recycling planning.

13. Antennas & Wires:

- a. Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Building, without Owner's prior approval in writing. Tenant may operate personal radios and/or televisions inside the premises leased or occupied by it, provided noise from such equipment is not audible outside the premises.

14. Premises Infestation:

- a. If the premises become infested with vermin due to Tenant deliveries or acts or omissions of Tenant, Tenant at its sole cost and expense, shall cause such premises

to be exterminated from time to time, to the satisfaction of Owner and shall employ such exterminators as shall be approved by Owner.

15. Roof Access:

- a. Admittance to the roof of the Building is done only upon the written consent of Owner.

16. Sales or Auctions:

- a. No space in the Building shall be used for manufacturing, public sales or auctions.

17. Signal Communication:

- a. If Tenant desires signal communication, alarm or other utility or service connections installed or changed, such work shall be done at the expense of Tenant, with the prior written approval and under the direction of Owner.

18. No Smoking:

- a. Smoking is prohibited in all portions of the Building. Smoking is also prohibited within 25 feet of any building entrance.

19. Weapons:

- a. Owner has the right, but not the obligation, to restrict Tenant from bringing into the Building, or keeping on the premises, any weapon including but not limited to firearms, knives, shotguns and similar items.

20. Rules and Regulations

- a. The Owner reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants generally, and no alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant. The Owner shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building.