

SCHEDULE 2(ff)

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Property and to each portion thereof:

(1) Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from their premises and for going from one to another part of the Building or the Property.

(2) Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or such tenant's agents, employees or invitees shall be paid by such tenant and Landlord shall not in any case be responsible therefor.

(3) No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other exterior part of the Property (or be visible from any public or common area) unless they are of such color, size and style and in such places as shall be first approved in writing by Landlord. Landlord, at tenant's sole cost and expense, shall install all letters or numerals by or on doors in such tenant's leased premises which letters or numerals shall be in building standard graphics. No nails, hooks or screws shall be driven or inserted in any part of the Building outside the Premises except however that adhesive hooks may be used to hang paintings, prints or other pictures, nor shall any part of the Building or the Property be defaced by tenants. No curtains or other window treatments shall be placed between the glass and the building standard window treatments.

(4) Landlord shall provide and maintain an alphabetical directory board for all tenants in the first floor (main lobby) of the Building and no other directory shall be permitted unless previously consented to by Landlord in writing.

(5) Two keys to the locks on the corridor doors entering each tenant's leased premises shall be furnished by Landlord free of charge, with any additional keys to be furnished by Landlord to each tenant, at tenant's cost. Landlord shall provide all locks for other doors in each tenant's leased premises, at the cost of such tenant, and no tenant shall place any additional lock or locks on any door in or to its leased premises without Landlord's prior written consent. All such keys shall remain the property of landlord. Each tenant shall give to Landlord the explanation of the combination of all locks for safe, safe cabinets and vault doors, if any, in such tenant's leased premises.

(6) With respect to work being performed by tenants in any leased premises with the approval of Landlord, all tenants will refer all contractors, contractors' representatives and installation technicians rendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. This provision shall apply to all work performed on the Property including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, doors, entranceways, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Property.

(7) Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which requires use of elevators or stairways, or movement through the Building entrances or lobby shall be restricted to such hours as Landlord shall designate. All such movements shall be under the supervision of Landlord and in the manner agreed between the tenants and Landlord by prearrangement before performance. Such prearrangement initiated by a tenant will include determination by Landlord, and subject to its decision and control, as to the time, method, and routing of movement and as to the limitations for safety or other concern which may prohibit any article, equipment or any other item from being brought into the Building. The tenants are to assume all risks as to the damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in

connections with carrying out this service for a tenant from time of entering the property to completion of work; and Landlord shall not be liable for acts of any person engaged in, or damage or loss to any of said property or persons resulting from, any act in connection with such service performed for a tenant.

(8) All damages done to the Building by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant. Tenant shall bear all costs incurred by Landlord or Tenant in determining the feasibility or actual installation of any such heavy equipment.

(9) Corridor doors, when not in use, shall be kept closed.

(10) Each tenant shall cooperate with Landlord's employees in keeping its leased premises neat and clean.

(11) Landlord shall be in no way responsible to the tenants, their agents, employees or invitees for any loss of property from the leased premises or public areas for any damages to any property thereon from any cause whatsoever.

(12) To ensure orderly operation of the Building and the Property, no ice, mineral or other water, towels, newspapers, etc. shall be delivered to any leased area except by persons appointed or approved by Landlord in writing.

(13) Except as provided in each tenant's lease, electric current shall not be used for heating or nonstandard power requirements without Landlord's prior written permission.

(14) Tenant shall not make or permit any improper, objectionable, or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

(15) Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in, on or about any tenant's leased premises.

(16) No machinery of any kind shall be operated by tenant on its leased area without the prior written consent of Landlord, nor shall any tenant use or keep on the Property any inflammable or explosive fluid or substance.

(17) No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

(18) Each tenant and its agents, employees and invitees shall park only in those areas designated by Landlord for parking by such tenant and shall not park on any public or private streets contiguous to, surrounding or in the vicinity of the Property without Landlord's prior written consent.

(19) Landlord will not be responsible for lost or stolen property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

(20) Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking or carrying of lighted cigarettes or cigars other than in certain exterior areas of the Building that may, in Landlord's sole discretion, be designated by Landlord as smoking areas. Landlord shall have the right to designate the Building (including the Premises and the Parking Areas) as a non-smoking building.

(21) Landlord, reserves the right to rescind any of these rules, to grant variances with respect to these rules for any tenant as Landlord may deem appropriate with no requirement that Landlord grant such a variance for Tenant or any other tenant, and to make such other and further rules and regulations as in its judgment shall from time to time be needed for the operation of the Property, which rules shall be binding upon Tenant upon delivery to such Tenant of notice thereof in writing. To the extent of any conflict between these rules and regulations and the Lease, the Lease shall control to the extent of such conflict.