

EXHIBIT D

ALTERATIONS RULES AND REGULATIONS

A. General

1. Tenant will make no alterations, decorations, installations, repairs, additions, improvements or replacements (which are hereinafter called "Alterations" and which are the Alterations referred to in the lease) in, to or about the Premises except in compliance with Section 4.02 of the Lease.
2. Prior to the commencement of any Alterations, Tenant is responsible for obtaining, from the Building Manager, a base Building pre-demolition/pre-construction status report noting condition of Premises.
3. Prior to the commencement of any Alterations, Tenant shall submit for Landlord's written approval all required items described in Paragraphs 1,2 and 3 of Section B hereof.
4. Prior to the commencement of any Alterations, Tenant shall coordinate a kick-off meeting with Building Management, the General Contractor and any all parties that might be deemed necessary by the Building Management, including but not limited to Architects, Engineers, Consultants and sub-contractors.
5. Tenant shall insure that the proposed Alterations comply with The Administrative Code of The City of New York and all other laws, ordinances, rules and regulations promulgated by all governmental agencies and bodies having jurisdiction over such Alterations, including, without limitation, the Americans With Disabilities Act.
6. Tenant shall insure that all proposed Alterations comply with Building standards listed in Section C hereof, and are adequately designed to serve Tenant's needs while remaining in full conformity with, and not adversely affecting, any Building systems.
7. All (i) demolition or removal of construction materials, or (ii) moving of construction materials to or from the Building, or (iii) other categories of work which may disturb or interfere with other Tenants of the Building or disturb or interfere with Building operations, must be scheduled and performed before or after Business Hours. Tenant shall provide the Building Manager with written notice at least 24 hours prior to scheduling any Alteration, and shall pay Landlord's standard charges for overtime porters, security, engineers and other costs incurred by Landlord in connection with such after hours scheduling.
8. Intentionally Omitted

9. All inquiries, Tenant plans, requests for approvals, and all other matters shall be processed through the Building Manager.

B. Tenant Submittals

1. Tenant to submit, to Landlord, the following information for Landlord's review and approval prior to commencement of any Alterations. Landlord's review and approval period will not commence until the Building Manager is in receipt of the following items, as one complete package, and Tenant shall pay such consultant directly or reimburse Landlord (at Landlord's option) on demand.
 - a. Letter of Intent to perform construction. Letter to include a brief description of the proposed Alterations, Tenant contact, complete list of proposed contractors and work schedule.
 - b. 2 sets of design drawings and specifications noting full scope of work involved in performing such Alterations. All drawings must be signed and sealed by Tenant's Registered Architect or Professional Engineer licensed to conduct business in the State of New York. Part plan drawings will not be acceptable.
 - i) If full height partition walls are being installed in an area that is sprinklered, the existing sprinkler head locations must be included to show that new partitions are not in conflict with sprinkler coverage.
 - ii) If the area being altered includes existing compartmentation walls, those compartmentation walls must be indicated on Tenant's layout.
 - c. Proper New York City Building Department filing applications, as required, for all Alterations indicated on drawings.
 - d. Valid Certificates of Insurance and a Contractors Agreement signed by Tenant's contractor (see Insurance Requirements in Section D hereof).
2. Upon completion of Landlord's review, the following will be returned to Tenant:
 - a. A letter (i) granting approval to file drawings; or (ii) granting conditional approval, subject to Tenant incorporating Landlord's comments and suggested revisions into a revised set of design drawings (no Alterations will commence or applications be filed until Landlord is in receipt of such revised set of drawings); or (iii) disapproving such Alterations; and

- b. If approved, or conditionally approved, Building Department applications signed by Landlord.

Landlord's review is for conformance with Building standards only and is not a review for compliance with law or a review of the adequacy of Tenant's design. No such approval, or comments shall constitute a waiver of the obligation that Tenant's Alterations comply with all laws and receive Buildings Department or other governmental approvals.

3. Prior to commencement of Alterations:

Tenant to submit to Landlord the following:

- a. A letter or revised drawings addressing Landlord's comments, if any.
- b. Approved New York City Building Department filing applications, drawings, and all work permits.
- c. A final list of all contractors and subcontractors who will perform the Alterations.
- d. A work schedule noting duration of work.

4. Upon completion of Alterations:

Tenant to submit to Landlord, in a timely manner, the following:

- a. All sign-off documents which pertain to work filed from all agencies having jurisdiction.
- b. As-built drawings.
- c. A properly executed Air Balancing Report, signed by a Professional Engineer.

C. Building Standard Requirements

1. All structural or floor loading requirements, mechanical (HVAC), plumbing, sprinkler, electrical, fire alarm, elevator, of any proposed Tenant installation shall be subject to the prior approval of Landlord's consultants. All expenses incurred by Landlord's consultant regarding review and approval of Tenant's design shall be at Tenant's expense.
2. All demolition shall be supervised by Landlord's representative at Tenant's expense.

3. Elevator service for construction work shall be charged to Tenant at standard Building rates. Prior arrangements for elevator use shall be made with Building Manager by Tenant. No material or equipment shall be carried under or on top of elevators. If workmen (including, without limitation, Operating Engineers and Personnel Carriers), are required by any union regulations for material or personnel hoisting, such workmen shall be paid for by Tenant.
4. If the shutdown of any mechanical or electrical risers is required, such shutdown shall be performed by Landlord's contractors at Tenant's expense or, at Landlord's option, supervised by Landlord's representative at Tenant's expense.
5. Tenant's contractor shall:
 - a. have a Superintendent or Foreman on the Premises at all times;
 - b. police the job at all times, continually keeping the Premises orderly; protection and maintenance will be Tenant's responsibility;
 - c. maintain cleanliness and protection of all areas, including elevators and lobbies;
 - d. protect the front and top of all peripheral HVAC units and thoroughly clean them at the completion of work;
 - e. block off supply and return grills, diffusers and ducts to keep dust from entering into the Building air conditioning system;
 - f. protect all Class "E" fire alarm devices and wiring; and g) avoid the disturbance of other Tenants.
6. If any part of Tenant's Alteration is improperly performed, Tenant shall be charged for corrective work done by Landlord's personnel or contractors engaged for such purpose by Landlord.
7. All equipment and installations must be equal to the standards of the Building. Any deviation from Building standards will be permitted only if approved by Landlord in writing.
8. Tenant shall pay Landlord for any amounts billed in connection with any Alteration within 30 days after billing therefore.
9. Landlord's contract fire alarm service personnel shall be the only personnel permitted to adjust, test, alter, relocate, add to, or remove equipment connected to the Class "E" System.

10. During such times that Tenant's alterations or demolition of the Premises require that fire protection afforded by the Class "E" System or sprinkler system be disabled, Tenant, at Tenant's expense, shall maintain fire watch service deemed reasonably suitable to Landlord, and any governmental authority having jurisdiction. Any alterations to or in the close proximity to sprinkler heads, smoke heads or other systems tied into the Building Class "E" System may require the Class "E" System to be disabled at the discretion of the Building Management.
11. Landlord, at Tenant's expense, shall repair or cause to have repaired, any and all defects, deficiencies or malfunctions of the Class "E" System caused by Tenant's Alterations or related demolition. Such expense may include expenses of engineering, supervision and standby fire watch personnel that Landlord deems necessary to protect the Building during the time such defects, deficiencies and malfunctions are being corrected.
12. Should Tenant desire to install its own internal fire alarm system, Tenant shall request Landlord to connect such system to the Class "E" System at Tenant's expense in such reasonable manner as prescribed by Landlord. Tenant shall, at Tenant's expense, have such internal fire alarm system approved by governmental agencies having jurisdiction, and shall submit to Landlord an approved copy of plans of such system before initiating any installation of such system. Tenant must demonstrate that system is in working order prior to requesting tie-in.
13. Landlord, at Tenant's expense, will be responsible for the maintenance and proper operation of any Tenant Class "E" Fire Alarm sub-system.
14. When Tenant's use of any space requires a change in the Certificate of Occupancy, whether a building has a Final Certificate of Occupancy or Temporary Certificate of Occupancy, or (as in the case of a new Building with a Temporary Certificate of Occupancy) involves the initial inclusion of the Premises on the Certificate of Occupancy, the Tenant must utilize the services of Landlord's consultant. The Tenant shall be responsible for coordination with the consultant, and for all costs in connection with such consultant's services.
15. The Tenant will be responsible for keeping, on Premises, a copy of all required Building Department approved applications, drawings, permits, and sign-offs during and after completion of construction and shall deliver same to Landlord at the expiration of the Lease.
16. The following penalties will be assessed to all tenants that do not comply with submission of Building Department documents and sign-off procedures as outlined in Section B hereof:
 - a. Future Building Department documents that require Landlord's signature will not be signed nor will work be allowed to commence until complete

submission of all required past Building Department documents have been received.

- b. Leasehold improvement allowance will not be released to Tenant until all Building Department documents and sign-offs have been received.
- 17. The attachment of any work to Building window mullions, HVAC enclosures, window soffets, will not be permitted.
- 18. Drywall partitions or installations abutting window mullions must allow for the operation of pivoting windows where applicable.
- 19. Electrical wire mold will not be permitted without written approval from Landlord.
- 20. Chasing of structural slab or Building masonry walls will not be permitted unless special consent is given by Landlord.
- 21. The attachment of drywall metal studs or track to mechanical, electrical, plumbing, sprinkler, or any Building systems will not be permitted.
- 22. All valves or equipment controlling Building systems or Tenant systems must be tagged and identified.
- 23. Access doors must be provided to all Building equipment and Tenant equipment.
- 24. Tenant's design consultant is responsible to insure that base Building systems are adequately sized to meet Tenant's requirements. Tenant shall be responsible for alterations to any existing HVAC ductwork or system and shall ensure that such work is integrated so as not to adversely affect the Building system.
- 25. All locking devices must be keyed and mastered to Building keying system. Two individual keys must be supplied to the Building Manager.
- 26. All hardware is to match Building standards.
- 27. Tenant shall not install any outside louvers without Landlord's prior written approval. Detailed sketches of all proposed louvers shall be submitted for Landlord's approval which approval may be granted or withheld in Landlord's sole discretion.
- 28. All unused wiring, conduit, equipment, materials, or previously installed work, no longer needed, must be removed.
- 29. Any connections to Building systems must be of the same materials as existing Building standards.

30. No exposed piping of any kind will be permitted.
31. Any signage, window dressing, or Tenant decor visible from outside the Tenant's Premises must receive written approval from Landlord prior to installation.
32. The modification of any elevator equipment must receive prior written approval from Landlord. All elevator devices must remain accessible for maintenance and must conform to Building standards.
33. Tenant is not to mount any equipment in Building Electrical Closets, Telephone Closets, or Mechanical Equipment Rooms without prior written approval from Landlord.
34. Tenant is responsible to insure that all work is performed in a normal, acceptable, and safe manner.
35. BX is not to be used in the Building unless prior written approval is received by the Building Manager. This includes armored cable and MC cable or any other equivalent to BX.
36. One World Financial Center is now a LEED designated Building and therefore whenever possible contractors should follow LEED specified guidelines when working in the building. Additionally, once the project is complete, wherever possible please provide written documentation with proof of compliance.

D. Contractors Agreement; Insurance Requirements

[To be retyped on Letterhead of Tenant's Contractor, addressed to Landlord]

Tenant:

Premises:

The undersigned contractor (hereinafter called "Contractor") has been hired by the Tenant or occupant (hereinafter called "Tenant") of the Building named above or by Tenant's contractor to perform certain work (hereinafter called "Work") for Tenant in the Tenant's Premises in the Building. Contractor and Tenant have requested the undersigned Landlord (hereinafter called "Landlord") to grant Contractor access to the Building and its facilities in connection with the performance of the Work and Landlord agrees to grant such access to Contractor upon and subject to the following terms and conditions:

1. Contractor agrees to indemnify and save harmless the Landlord, any Superior Lessor and any Superior Mortgagee and their respective officers, employees, agents, affiliates, subsidiaries, and partners, and each of them, from and with respect to any claims, demands, suits, liabilities, losses and expenses, including

reasonable attorneys' fees, arising out of or in connection with the Work (and/or imposed by law upon any or all of them) because of personal injuries, including death at any time resulting therefrom, and loss of or damage to property, including consequential damages, whether such injuries to persons or property are claimed to be due to negligence of the Contractor, Tenant, Landlord or any other party entitled to be indemnified as aforesaid except to the extent specifically prohibited by law (and any such prohibition shall not void this agreement but shall be applied only to the minimum extent required by law).

- 2. Contractor shall provide and maintain at its own expense, until completion of Work, the following insurance:
 - a. Workers' Compensation and Employers' Liability Insurance covering each and every workman employed in, about or upon the Work, as provided for in each and every statute applicable to Workers' Compensation and Employers' Liability Insurance.
 - b. Commercial General Liability Insurance Including Coverage for Completed Operations, Broad Form Property Damage "XCU" exclusion if any deleted, and Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement) for not less than the following limits:

Combined Single Limit Bodily Injury and Property Damage Liability:	\$5,000,000 (written on a per occurrence basis)
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 - c. Commercial Automobile Liability Insurance (covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Work) for not less than the following limits:

Bodily Injury:	\$5,000,000 per person
	\$5,000,000 per occurrence
Property Damage:	\$5,000,000 per occurrence

Contractor shall furnish a certificate from its insurance carrier or carriers to the Buildingoffice before commencing the Work, showing that it has complied with the above requirements regarding insurance and providing that the insurer will give Landlord 10 days prior written notice of the cancellation of any of the foregoing policies.

- 3. Contractor shall require all of its subcontractors engaged in the Work to provide the following insurance:

- a. Commercial General Liability Insurance Including Protective and Contractual Liability Coverage with limits of liability at least equal to the above stated limits.
- b. Commercial Automobile Liability Insurance (covering all owners, non-owned and/or hired motor vehicles to be used in connection with the Work) for not less than the following limits:

Bodily Injury:	\$5,000,000 per person
	\$5,000,000 per occurrence
Property Damage:	\$5,000,000 per occurrence

Upon the request of Landlord, Contractor shall require all of its subcontractors engaged in the Work to execute an Insurance Requirements agreement in the same form as this Agreement.

Agreed to and executed this _____ day of _____, 2006.

Landlord:

Contractor:
