

[Exhibit C]

*OYSTER POINT MARINA PLAZA*

## Rules and Regulations

1. The sidewalks, doorways, halls, stairways, vestibules and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress to and egress from the Premises and going from one part of the Building to another part.
2. Plumbing fixtures shall be used only for their designated purpose, and no foreign substances of any kind shall be thrown therein. Damage to any such fixture resulting from misuse by Tenant or any employee or invitee of Tenant shall be repaired at the expense of Tenant.
3. Tenant shall not install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building. No TV or radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.
4. There shall not be used in any space, or in the public halls of the Building, either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its premises.
5. Tenant shall store all its trash and garbage within its Premises. No material shall be placed in the hallways or in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the City of South San Francisco without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.
6. The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.
7. 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 agreements, covenants, conditions, and provisions of any lease of premises in the Building.

8. Tenant shall not occupy the Building or permit any portion of the Building to be occupied for the manufacture or direct sale of liquor, narcotics, or tobacco in any form, or as a medical office, barber shop, manicure shop, music or dance studio, or employment agency. Tenant shall not conduct in or about the Building any auction, public or private, without the prior written approval of Landlord.

9. Tenant shall not use in the Building any machines, other than standard office machines such as typewriters, calculators, personal computers, photocopiers, and similar machines, without the prior written approval of Landlord. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not cause improper noises, vibrations, or odors within the Building.

10. Tenant shall not enter the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Building without the prior written consent of Landlord.

11. Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Building, without the prior written consent of Landlord and as Landlord may direct. Should Landlord grant approval, Tenant agrees to assume full responsibility and warrants that, should a contractor other than the Building Contractor be used, Tenant's contractor will strictly abide by Landlord's guidelines for work contracted directly by Tenant. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense. This rule shall apply to all work performed in the Building, electrical devices, and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment, or any other portion of the Building. Plans and specifications for such work, prepared at Tenant's sole expense, shall be submitted to Landlord and shall be subject to Landlord's prior written approval in each instance before the commencement of work. All installations, alterations, and additions shall be constructed by Tenant in a good and workmanlike manner, and only good grades of materials shall be used in connection therewith.

12. Tenant will not place objects on window sills or otherwise obstruct the exterior wall window covering.

13. The Tenant will keep all doors opening to the exterior of the Building, all fire doors, and all smoke doors closed at all times.

14. If Tenant uses the Premises after regular business hours or on non-

business days Tenant shall lock any entrance doors to the Building or to the Premises used by Tenant immediately after using such doors.

15. The Tenant shall not use any portion of the Premises for lodging.

16. Landlord reserves the right to exclude or expel from the Building any person who, in the judgement of Landlord is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

17. Tenant shall not park or attach any bicycle or motor driven cycle on or to any part of the Premises, the Building, or within the landscaping.

18. In all carpeted areas where desks and chairs are utilized, Landlord shall require Tenant, at Tenant's own cost, to place mats under each and every chair or use chairs on 1½" wide rollers at minimum in order to protect said carpeting from unnecessary wear and tear.

19. Signs, advertisements, graphics, or notices visible in or from public corridors shall be subject to Landlord's written approval. Nails, screws, and other attachments to the Building require prior written consent from Landlord.

20. Landlord shall be notified in writing in advance of any and all contractors and technicians rendering any installation service to Tenant, and such contractors and technicians shall be referred to Landlord for approval and supervision prior to performing services. This applies to all work performed in the Building, including installation of telephone and communications lines and equipment, electrical devices, and all installations affecting floors, walls, woodwork, windows, ceilings, and any other physical portions of the Building.

21. Landlord shall be notified in writing in advance of any movement in or out of the Building of furniture, office equipment, or other bulky or heavy material which requires the use of elevators, stairways, or Building entrance and lobby; and such movement shall be restricted to hours established by Landlord and any other requirements of Landlord, including the use of elevator pads and the placement of masonite panel on the path of travel to protect flooring. All such movement shall be under Landlord's supervision, and the use of an elevator for such movements shall be restricted to the Building's freight elevators. Arrangements with Landlord should be made regarding the time, method, and routing of movement, and Tenant shall assume all risks of damage to articles moved and injury to persons or public resulting from such moves. Landlord shall not be liable for any acts or damages resulting from any such activity.

22. Landlord reserves the right to restrict access to all telephone closets, cabling, conduits, and risers in the Property. Tenant shall not have access for any reason to any of the aforementioned areas of the Property without the written permission of Landlord and the supervision of Landlord's Building Engineer. The means by which telephone, telegraph, and similar wires are to be introduced to the Premises and the location of telephones, call boxes, and other office equipment affixed to the Premises, shall be subject to the prior written approval of Landlord.

23. Any damage done to the Building by the movement of Tenant's property, or done by Tenant's property while in the Building, shall be repaired at Tenant's expense.

24. All door pertinent to Tenant's Premises and all other Building door outside the Premises (other than smoke or heat-activated fire doors) are to be kept closed and not blocked open at all times, as they are fire control doors.

25. Tenant shall cooperate with Landlord in maintaining the Premises. Tenant shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.

26. To insure orderly operation of the Building, no deliveries of water, soft drinks, newspapers, or other such items to any Premises shall be made except by persons appointed or approved by Landlord in writing.

27. Nothing shall be swept or thrown into the corridors, halls elevator shafts, or stairways. No birds, fish, or animals of any kind shall be brought into or kept in, on, or about the Premises without the written permission of Landlord.

28. Except for trained and certified seeing-eye dogs registered with Landlord's Property Manager, Tenant shall not bring into or keep in, on, or about the Premises or Property any birds, fish, dogs, cats, or animals of any kind without the express written permission of Landlord, which Landlord shall have the right to withhold or deny in its sole and absolute discretion. If Landlord elects to grant such permission with respect to the presence of animals in, on, or about the Premises or Property, it shall be conditioned upon Tenant's agreement to indemnify Landlord in writing with respect to the presence and activities of any such animals in, on, or about the Premises of Property and an increase in Tenant's liability insurance coverage commensurate with the associated increased liability exposure of Landlord, as determined by Landlord in its sole and absolute discretion.

29. No machinery of any kind, except for standard electronic office machinery such as personal computers, typewriters, and photocopiers, shall be operated by

Tenant in the Premises without the prior written approval of the Landlord.

30. No cooking shall be done in the Premises, except that the use by Tenant of Underwriter's Laboratory approved microwave ovens and equipment for brewing coffee, tea, or other hot beverages shall be permitted, provided such use is in accordance with all applicable codes, laws, and ordinances.

31. Tenant shall not install any food, soft drink, or other vending machine within the Premises.

32. Tenant shall not use or keep on its Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than limited quantities reasonably necessary for the operation and maintenance of office equipment. Tenant shall not use or keep any noxious gas or substances in the Premises or permit the Premises to be used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other Tenants or those having business therein.

33. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Premises. Landlord shall make adjustments in thermostats on call from Tenant.

34. Tenant shall comply with all measures instituted by Landlord in its sole and absolute discretion for the security of the Premises, Property, and Complex, and all personnel using the same, including the use of service passes issued by Landlord for after-hours movement of office equipment or packages and signing a security register in Building lobby after hours. Nothing herein shall be construed to impose any obligation or requirement that Landlord provide any security services in the Premises, Property, or Complex, or any particular level or type of security services.

35. Landlord will initially furnish Tenant with a reasonable number of keys for entrance doors into the Premises and may charge Tenant for additional keys thereafter. All such keys shall remain the property of Landlord. No additional locks are allowed on any door of the Premises. At termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises and give to Landlord the combination of all locks for safes and vault doors, if any, in the Premises.

36. Landlord retains the right, without notice or liability to any Tenant, to change the name and street address of the Building.

37. Canvassing, peddling, soliciting, and distribution of handbills in the

Building are prohibited, and Tenant will cooperate to prevent these activities.

38. The Building hours of operation (excluding Holidays) are:

8:00 a.m. to 6:00 p.m. Monday through Friday

9:00 a.m. to 1:00 p.m. Saturday

39. Landlord reserves the right to rescind any of these Rules and regulations and to make future Rules and regulations required for the safety, protection, and maintenance of the Building, the operation and preservation of good order thereof, and the protection and comfort of the tenants and their employees and visitors. Such Rules and regulations and all modifications thereto shall, upon written notice, be binding as if originally included herein.

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