

## **EXHIBIT C**

### **BUILDING RULES AND REGULATIONS**

1. No sign, picture, advertisement or notice visible from the exterior of the Premises will be installed, affixed, inscribed, painted or otherwise displayed by Tenant on any part of the Premises or the Building unless the same is first approved by Landlord. Any such sign, picture, advertisement or notice approved by Landlord will be painted or installed for Tenant at Tenant's cost by Landlord or by a party approved by Landlord. No awnings, curtains, blinds, shades or screens will be attached to or hung in, or used in connection with any window or door of the Premises without the prior consent of the Landlord, including approval by the Landlord of the quality, type, design, color and manner of attachment. In any event, any such items shall be installed so as to face the interior surface of the standard window treatment established by Landlord and shall in no way be visible from the exterior of the Building. In the event of any breach of the foregoing, Landlord may remove the applicable item, and Tenant agrees to pay the cost and expense of such removal.

2. No connection may be made to the electric wires or gas or electric fixtures, without the consent in writing on each occasion of Landlord. Tenant agrees that its use of electrical current must never exceed the capacity of existing feeders, risers or wiring installation. Any wires and wiring installed by or on behalf of Tenant within any riser of the Building must be bundled together within such riser and a tag must be placed on such bundle at each floor of the Building identifying the floor(s) served by each bundle and the name and telephone number of a representative of Tenant to contact in the case of an emergency.

3. The Premises may not be used for storage of merchandise held for retail sale to the general public in the Premises or the Building. Tenant shall not do or permit to be done in or about the Premises or Building anything which will increase the rate of insurance on said Building or obstruct or interfere with the rights of other tenants of Landlord or annoy them in any way, including, but not limited to, using any musical instrument, making loud or unseemly noises, or singing, etc. The Premises may not be used for sleeping or lodging. No cooking or related activities may be done or permitted by Tenant in the Premises except with permission of Landlord. Tenant and subtenants will be permitted to use small microwave ovens and Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations, and provided that such use will not result in the emission of odors from the Premises into the common area of the Building. No vending machines of any kind will be installed, permitted or used on any part of the Premises without the prior consent of Landlord. No part of said Building or Premises may be used for gambling, immoral or other unlawful purposes. Alcohol is prohibited in all common areas of the Building or Plaza without prior permission of the Landlord. No area outside of the Premises may be used for storage purposes at any time. The Plaza shall not be used for events of any kind without Landlord's prior written consent.

4. Dogs, except for Akitas, Pit bulls (also known as American Staffordshire Terrier), American Pit Bull Terriers, Staffordshire Bull Terriers, Bull Terriers or any mix thereof, Chows, and Rottweilers (unless they are assisting the disabled) are permitted in the Building, but they must be on a leash at all times in Common Building Areas. No other types of animals except for service animals are permitted in the Building or the Premises. Any Tenant Member, guest, or other Tenant invitee who brings a dog to the Project must use designated dog walking areas (if any) and promptly clean up after the dog. No skateboards, scooters, roller skates, roller blades, bicycles, and no other vehicles of any kind shall be operated within the Building. Bicycles and vehicles may only be parked in areas designated for such purpose, such as the bike lockers to be provided by Landlord in the Common Areas of the Building.

5. The sidewalks, entrances, passages, corridors, halls, elevators, and stairways in the Building may not be obstructed by Tenant or used for any purposes other than those for which same were intended as ingress and egress. Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building, including its tenants and occupants. Nothing shall be swept or thrown into the corridors, halls, elevators or stairways. No windows, floors or skylights that reflect or admit light into the Building will be covered or obstructed by Tenant, and no articles may be placed on the window sills of the Building. The toilet rooms, toilets, urinals, washbowls, plumbing fixtures and any other Building apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind shall be thrown therein. Any loss, cost or expense relating to any breakage, stoppage or damage resulting from any violation of this rule shall be borne by Tenant.

6. One access card or key, as applicable, for each employee of Tenant for access to the Premises will be furnished to Tenant without charge. Landlord may make a reasonable charge for any additional access cards and keys. No additional lock, latch or bolt of any kind may be placed upon any door nor may any changes be made in existing locks without written consent of Landlord, and Tenant will in each such case furnish Landlord with a key for any such lock. At the termination of the Lease, Tenant shall return to Landlord all keys furnished to Tenant by Landlord, or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

7. Tenant will not allow the building structure within the Premises, nor will Tenant cause the elevators of the Building, to be loaded beyond rated capacities. No safes, furniture, equipment, boxes, large parcels or other kind of freight may be taken to or from the Premises or allowed in any elevator, hall or corridor except after 5 p.m. or at other times as Landlord may agree. Tenant shall make prior arrangements with Landlord for use of elevators for the purpose of transporting such articles and such articles may be taken in or out of said Building only between or during such hours as may be arranged with and designated by Landlord. The persons employed to move the same must be approved by Landlord. Landlord reserves the right to inspect and, where deemed appropriate by Landlord, to open all freight coming into the Building and to exclude from entering the Building all freight which is in violation of any of these Rules and Regulations and all freight as to which inspection is not permitted. All hand trucks, mail carts, floats or dollies

used by Tenant or its service providers for the delivery or receipt of any freight must be equipped with rubber tires and the elevators must be padded.

8. Tenant will not cause or permit any gases, liquids or odors to be produced upon or permeate from the Premises, and no flammable, combustible or explosive fluid, chemical or substance will be brought into the Building. Tenant shall prevent inadequate ventilation from and will assure proper operation of any HVAC systems and/or office equipment under Tenant's control, and Tenant will not allow any unsafe levels of chemical or biological contaminants in the Premises and will take all steps necessary to prevent the release of such contaminants from adhesives, machinery, and cleaning agents. Tenant shall cooperate in all respects with Landlord regarding the management of the indoor air quality in the Building and in connection with the development and implementation of an indoor air quality management plan for the Building. Smoking is not permitted in any common areas of the Building or the Project or in any premises within the Building. If Tenant asserts that the air quality in the Premises is unsatisfactory or if Tenant requests any air quality testing within the Premises, Landlord may elect to cause its consultant to test the air quality within the Premises and to issue a report regarding same. If the report from such tests indicates that the air quality within the Premises is comparable to the air quality of other first-class office buildings in the market area of the Building, or if the report from such tests indicates that the air quality does not meet such standard as a result of the activities caused or permitted by Tenant in the Premises, Tenant shall reimburse Landlord for all costs of the applicable tests and report. Additionally, in the event Tenant causes or permits any activity which adversely affects the air quality in the Premises, in the common area of the Building or in any premises within the Building, Tenant will be responsible for all costs of remedying same.

9. Every person, including Tenant, Tenant's Members and Tenant's employees and visitors, entering and leaving the Building may be questioned by security personnel as to that person's business therein and may be required to produce a valid picture identification and to sign such person's name on a form provided by Landlord for registering such person; provided that, except for emergencies or other extraordinary circumstances, such procedures will not be required between the hours of 7:00 a.m. and 6:00 p.m., on all days except Saturdays, Sundays and Holidays. Landlord may also implement an access security system to control access to the Building during such other times. Landlord will not be liable for excluding any person from the Building during such other times, or for admission of any person to the Building at any time, or for damages or loss for theft resulting therefrom to any person, including Tenant.

10. Unless consented to in writing by Landlord (such consent not to be unreasonably withheld), Tenant will not employ any person other than Landlord's contractors for the purpose of cleaning and taking care of the Premises. Landlord will not be responsible for any loss, theft, mysterious disappearance of or damage to, any property, however occurring. Only persons authorized by the Landlord may furnish ice, drinking water, towels, and other similar services within the Building and only at hours and under regulations fixed by Landlord.

11. All glass, locks and trimmings in or upon the doors and windows of the Premises will be kept whole and in good repair. Tenant will not injure, overload or deface the Building, the

woodwork or the walls of the Premises, nor permit upon the Premises any noisome, noxious, noisy or offensive business.

12. If Tenant requires wiring for a bell or buzzer system, such wiring will be done by the electrician of the Landlord only, and no outside wiring personnel will be allowed to do work of this kind unless by the written permission of Landlord or its representatives. If telephonic service is desired, the wiring for same must be approved by Landlord, and no boring or cutting for wiring may be done unless approved by Landlord or its representatives, as stated. The electric current will not be used for space heaters unless written permission to do so has first been obtained from Landlord or its representatives in writing, and at an agreed cost to Tenant.

13. Tenant, Tenant's Members and Tenant's employees and invitees shall observe and obey all parking and traffic regulations as imposed by Landlord. Vehicles may only be parked in areas designated therefor by Landlord. If vehicles are blocking driveways or passageways or parked in violation of Landlord's rules and regulations or are otherwise parked in unauthorized areas or spaces, Landlord may exercise vehicle removal remedies as allowed by applicable laws, as the same may be amended from time to time.

14. Canvassing, peddling, soliciting and distribution of handbills or any other written materials in the Building are prohibited (except that written materials may be distributed within the Premises and at approved events in the work café area) and Tenant shall cooperate to prevent the same. Tenant shall not engage in office-to-office solicitation of business from other tenants or occupants of the Building.

15. Tenant agrees to participate in the waste recycling programs implemented by Landlord for the Building, including any programs and procedures for recycling organics, writing paper, computer paper, shipping paper, boxes, newspapers and magazines and aluminum cans. If Landlord elects to provide collection receptacles for organics, recyclable paper and/or recyclable aluminum cans in the Premises, Tenant shall designate an appropriate place within the Premises for placement thereof, and Tenant shall use its best efforts to encourage Tenant's Members and Tenant's employees to place their recyclable organics, papers and/or cans into the applicable such receptacles on a daily basis. Tenant shall store all of its trash and garbage within the interior of the Premises. No materials shall be placed in the Building's trash boxes or receptacles if such material is of such a nature that it may not be disposed of in the ordinary and customary manner, or if such an act would violate any law or ordinance governing such removal and disposal.

16. Any special work or services requested by Tenant to be provided by Landlord will be provided by Landlord only upon request received at the Project management office. Building personnel will not perform any work or provide any services outside of their regular duties unless special instructions have been issued from Landlord or its managing agent.

17. The directory of the Building will be provided for the display of the name and location of the tenants. Any additional name which Tenant desires to place upon said directory must first be approved by Landlord, and if so approved, a reasonable charge will be made therefor.

18. Tenant, Tenant's Members and Tenant's employees, upon daily departure, shall cause (a) the doors of the Premises to be securely locked, and (b) to the extent practical shut off all electricity, faucets, valves and other control apparatuses to water and other resources, so as to prevent waste or damage. With the exception of permitting ingress and egress to the Building, Tenant shall keep door(s) to the Building's corridors on multi-tenant floors of the Building closed at all times.

19. All tenants will refer any contractors, contractor's representatives and installation technicians rendering any services to them to Landlord for Landlord's supervision and approval prior to commencement of any work.

20. No machinery other than the kind considered usual and standard for general office use and Permitted Laboratory Equipment shall be operated in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Business machines or mechanical equipment of Tenant, which causes noise or vibration that may be transmitted to the structure of the Building or any space therein to such a degree objectionable to Landlord or any other tenants or occupants of the Building, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise or vibration. Tenant shall bear the reasonable fees of any acoustical or structural engineer hired by Landlord in connection therewith.

21. Landlord reserves the right to exclude or to expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of these Rules and Regulations.

22. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. No firearms or weapons of any kind are allowed within the Premises or the Building.

23. Tenant agrees to comply with any applicable Laws to assure the most effective and energy-efficient operation of the Building. Tenant covenants to cooperate with Landlord in connection with satisfying Landlord's compliance requirements with respect to any sustainability measures implemented by Landlord, including, but not limited to, providing Landlord with monitoring data and reporting duties related to the Premises.

24. Tenant shall notify Landlord's Corporate Security Department a minimum of 3 days prior to any of the following activities:

- (1) any planned event not organized by Tenant, Tenant's Members, Tenant's subtenants, or organizations approved by Landlord ("Authorized Users");

- (2) any planned event organized by Authorized Users that involves more than 20 people, who are not Authorized Users and/or Landlord employees, and extends beyond the Building business hours (6:00 pm); or
- (3) any planned event that includes a Special Consideration Individual. Special Consideration Individuals are individuals who, by the nature of their organizational title, position, or public stature increase the potential threat profile of the company and/or the Building and, therefore, warrant additional attention from the Landlord's Corporate Security Department.

In addition, Authorized Users shall use their best efforts to provide prior notification to Landlord's Corporate Security Department for:

- (1) any visit (i.e., any visit which is not a planned event) from a Special Consideration Individual, and
- (2) any gathering in Building Common Areas by Authorized Users that involves more than a total of 30 people and extends beyond the Building business hours (6:00 pm).

Landlord's Corporate Security Department shall provide Tenant prompt notice of any additional security measures Landlord's Corporate Security Department takes as a result of such notifications.

When notifying Landlord's Corporate Security Department as noted above the following information must be supplied:

- Date
- Hours
- Location
- Planned activities
- Expected Attendance
  - Overall number
  - Who (names)
  - Public/By Invitation
- Expected alcohol consumption

25. The following rules apply to use of the work café by Tenant:

- (a) Tenant may reserve the work café for Special Events (As defined in paragraph 24 above) by contacting Landlord's designated representative at least 3 days in advance of the scheduled date of the Special Event. Tenant's use of the work café during Special Events shall be non-exclusive and other tenants, Landlord

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employees, guests, and invitees may enter and use the work café during Tenant Special Events.

- (b) Landlord's security service must be used for Special Events and the cost of such security services will be charged to Tenant. Tenant and/or Tenant members may only consume alcohol in the work café after 5:00 p.m. Monday through Thursday and after 4:40 p.m. on Fridays.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the other tenants of the Building.

27. These Rules and Regulations are supplemental to, and should not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building.

28. Landlord reserves the right to make such other and reasonable Rules and Regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Project, and for the preservation of good order therein. Landlord shall use commercially reasonable efforts to provide advance notice of any change in the Building Rules and Regulations.

29. Tenant shall comply with such special rules and regulations as Landlord may adopt and promulgate for the usage of the rooftop and balconies of the Building from time to time.