

**RULES AND REGULATIONS
OF THE BUILDING
WHICH CONSTITUTE A PART OF THE LEASE**

These Rules and Regulations of the Building constitute a part of the Lease by and between Richard D. Spight trustee for Mary C. Spight Family Trust under will dated June 16, 1983 (“Lessor”), Tyris Corporation (“Building Manager”) as agent, and all Lessee’s at 2021 Las Positas Court, Livermore, California (“Lessee”). Lessee agrees to abide by these rules and regulations during the term of the lease and agrees that Lessor reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety and cleanliness of, and for the preservation of good order in the Building.

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress.
2. The windows, glass doors, lights and skylights that reflect or admit light into the halls or other places of the building shall not be covered or obstructed.
3. Lessee or Lessee’s customers shall not mark, drive nails, screw or drill into, paint nor in any way deface the walls, ceilings, partitions, floor, wood, or stone without consent of Lessor which shall not be unreasonably withheld. The expense of any breakage, stoppage, or damage resulting from a violation of this rule shall be borne by Lessee who has caused such breakage, stoppage, or damage.
4. Electric wiring of every kind shall be connected as directed by the Building Manager and no boring nor cutting for wires will be allowed except with the consent of the Building Manager, which shall not be unreasonably withheld.
5. Building Manager shall have the only authority in determining the location of telephones, call boxes, etc.
6. The Building Manager shall approve the weight, size and position of all large equipment and other property brought into the building and all such moving must be done as approved by the Building Manager. All damage done to the building by moving or maintaining any such safe or property shall be repaired at the expense of Lessee.
7. No additional lock or locks shall be placed by Lessee on any door in the building unless written consent of the Building Manager shall have first been obtained.
8. All keys to Lessee’s premises shall be controlled by Lessee and Lessee may provide Building Manager with keys to Lessee’s premises, at Lessee’s discretion.
9. Lessee shall not employ any person or persons for the purpose of cleaning the leased premises without the consent of the Building Manager.
10. Lessee, its employees, and customers shall not bring into or keep within the building, any animal.
11. Lessee, its employees, and customers shall not bring into or keep within the building any mechanical equipment or devices such as bicycles, wagons, etc., without approval of the Building Manager.
12. Lessee and its employees shall not throw substances of any kind out of the windows or doors, nor down the passages or skylights of the building nor any foreign substance down plumbing fixtures. Cost of damage or repair as a result of Lessee’s action and violation of this rule shall be born solely by Lessee.
13. All freight must be moved into, within and out of the building under the supervision of the Building Manager only between the hours of 8 a.m. to 5 p.m. Monday through Friday except in emergency situations, or as may be approved in advance by the Building Manager.
14. Any special requirements of Lessee shall be submitted to the Building Manager for approval, which approval shall not be unreasonably withheld.
15. Building employees have been instructed by Building Management not to perform any work nor do anything outside of their regular duties unless under special instructions from the Building Office,

and no Building employee shall admit any person to any suite or unit of the Building without previous authorization.

16. No Lessee or Lessee's employee shall make, or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, phonograph, or any unusual loud noise.
17. There shall not be used in any space, or in the public halls of the Building, either by any Lessee or others, any hand trucks except those equipped with rubber tires and side guards.
18. Canvassing, soliciting and peddling in the Building are prohibited and each Lessee shall cooperate to prevent the same.
19. Times for delivery by Vendors of goods and services to Lessee must be as stated in paragraph 13 above or as approved by the Building Manger at times specified by Building Manger.
20. For your protection, Building Management may, at any time, question anyone in the Building as to his or her business in the building and anyone not satisfying Management of his or her right to enter the Building may be evicted from the Building or the Premises by Management.
21. No permanent perimeter keys or utility room keys or roof access keys will be issued to Lessee, Lessee's customers or contractors for the Building unless by specific written agreement from the Building Manager. Lessee or its customers will need to contact the Building Manager to check out keys and return them immediately after using them.
22. Lessee or Lessee's customers shall not prop doors or leave roof access open at any time; even for brief periods.
23. If Lessee or its customers have a preventative maintenance schedule, advance knowledge of the schedule shall be provided to the Building Manager whenever possible.
24. Lessee and its customers shall meet all fire and life safety requirements as indicated by local Public Safety officials and other code offices.
25. Lessee and its customers shall not tamper with any other equipment in the building; i.e. turning off the elevator. If they need special assistance, they must request it through the Building Manager.
26. Parking shall be in spaces provided, in designated visitor stalls or on the street unless permission to use other spaces is specifically give by the Building Manager. No parking shall be allowed in access areas to the Building. Failure to comply with these parking regulations shall result in the towing or impounding of the non-compliant vehicle at Owners or Lessees sole cost and expense.
27. Proper professional behavior should be exhibited at all times while at the Building.
28. Lessee or its customers shall not let any other unauthorized person into the building.
29. Lessee access is restricted from the mechanical equipment rooms or utility rooms, the roof and all storage areas without specific authorization from Lessor.
30. No smoking is permitted in any area inside the building or on the rooftop. Smokers shall only utilize ash cans as provided for the discarding of used cigarettes, cigars or pipe tobacco.
31. No lewd, harassing or disrespectful conduct is permitted while in or around the building.
32. Any problems are to be reported to the Building Manager immediately.
33. No signs or banners of any kind shall be permitted to be placed on the Building, in any common area or in any window of the Building without the specific written authorization of the Building Manager. Grand Opening or other special event signs may be displayed by Lessee, but only after prior request has been given Lessor by Lessee and Lessee has received authorization from the Building Manager. These signs shall not be displayed for more than 7 days unless authorized for longer duration by the Building Manager.

34. No Lessee shall interfere with or disrupt the business of another Lessee of the Building.

35. Trash bins inside common area trash enclosures are for the use of every Lessee in the building, and are for normal office/warehouse trash only. The trash bins are not for trash that is generated away from the building Premises. If Lessee requires the use of an additional trash bin for any reason, short term or long term, Lessee will be required to pay for the cost of said bin, and shall have sole control over the use of that bin. Locks may be placed in trash bins to prevent outside use. If this is the case, Lessor will provide Lessee with one key at no additional charge. Any additional keys required will be charged at \$2.00 per key copy. Lessee will be responsible for making sure that all employees and janitorial staff are aware of trash locations.

36. Special recycling bins may be provided by Lessor and are for the use of all Lessees in the building. Recycling bins are to be used only for intended use, **not for regular trash**. All bins should be properly marked as to what recycling materials are acceptable. If Lessee uses the recycling bin for regular trash they shall be solely responsible for the special pick up fee charged by the waste removal vendor including a \$60.00 per hour surcharge by the Building Manager for any additional clean up required. If Lessee requires the use of a special recycling bin (such as copper or appliances) they shall first obtain permission from Lessor as to its placement. If there is an additional cost for such recycling bin, Lessee shall pay the cost, either to Lessor as reimbursement for additional costs paid, or directly to the providing vendor. Lessee will be responsible for making sure that all employees and janitorial staff are aware of recycling locations and type of recycling provided.

37. Any violations of these rules and regulations of the Building more than two times in any calendar year shall be grounds for dismissal and eviction from the Building of the responsible party and may constitute a default and breach of this lease by the Lessee.