

EXHIBIT C

8300 COLESVILLE ROAD RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all the tenants of the Building. Adherence to these rules and regulations insures that each and every tenant will enjoy a safe and unannoyed occupancy in the Building. Any violation of these rules and regulations by any tenant which continues after notice from Landlord shall be sufficient cause for termination, at the option of Landlord, of the tenant's lease.

Landlord shall have the continuing right to amend or eliminate any of these rules and regulations, and also to adopt additional reasonable rules and regulations of like force and effect. Any change of whatsoever nature shall be effective five (5) days after delivery of written notice thereof to the Leased Premises and to tenant's notice address.

The Landlord may, upon request by any tenant, waive the compliance by such tenant of any of the following rules and regulations, provided that (a) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent, (b) any such waiver shall not relieve the tenant from the obligation to comply with such rule or regulation in the future unless expressly consented to by Landlord, and (c) no waiver of a rule or regulation granted to any tenant shall relieve any other tenant from the obligation of complying with the rule or regulation unless such other tenant has received a similar waiver in writing from Landlord.

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls or other parts of the Building not occupied by any tenant (hereinafter "Common Areas") shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the tenant's premises. Landlord shall have the right to control and operate the Common Areas, and the facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants of the Common Areas.

2. No awnings or other projections shall be attached to the outside walls of the building. No drapes, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of a tenant's premises, except as may be specified by Landlord. Drapes in second-floor windows or in areas adjacent to atriums in the Building shall be left closed at all times.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside or inside of the tenant's premises or the Building without the prior written consent of Landlord. In the event of the violation of

the foregoing by any tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the tenant or tenants violating this rule.

All interior signs on the doors and directory tablet shall be inscribed, painted or affixed for each tenant by Landlord at the expense of such tenant, and shall be of a size, color and style acceptable to Landlord.

4. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Areas without the prior written consent of Landlord.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose employees, agents, visitors or licensees, shall have caused the same.

6. There shall be no marking, painting, drilling into or other form of defacing or damage of any part of a tenant's premises or the Building. No boring, cutting or stringing of wires shall be permitted. No tenant shall construct, maintain, use or operate within its premises or elsewhere within or on the outside of the Building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system. Landlord will, however, permit a tenant to install Muzak or other internal music system within the tenant's premises if the music system cannot be heard outside of the premises.

7. No tenant shall make or permit to be made, any disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, whistling, singing, or any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs.

8. No bicycles, vehicles or animals (except for those animals allowed and defined as service animals by the American with Disabilities Act), birds or pets of any kind shall be brought into or kept in or about a tenant's premises. No cooking of any kind shall be done or permitted by any tenant on its premises, except that, with Landlord's prior approval, a tenant may install and operate for the convenience of its employees, a lounge or coffee room with stove, sink and refrigerator. No tenant shall cause or permit any unusual or objectionable odors to originate from its premises.

9. No space in or about the Building shall be used for the manufacture, storage, or sale at auction, of merchandise, goods or property of any kind.

10. No inflammable, combustible or explosive fluid, chemical or substance shall be brought or kept upon a tenant's premises.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress and egress. Landlord shall at the commencement of tenant's tenancy, supply tenant with two (2) suite keys and two (2) keys to each of the public bathrooms on tenant's floor. Landlord shall have the right to make a reasonable charge to tenant for any additional or replacement keys which tenant may require. Each tenant shall, upon the termination of its tenancy, return to Landlord all keys used in connection with its premises, including any keys to the premises, to rooms and offices within the premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether or not such keys were furnished by Landlord or procured by tenant, and in the event of the loss of any such keys, such tenant shall pay to Landlord the cost of replacing the locks. On termination of a tenant's lease, the tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets, and vault doors, if any, remaining in the premises.

12. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description, must take place in such manner and during such hours as Landlord may require. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease.

13. Any person employed by any tenant to do janitorial work within the tenant's premises must obtain Landlord's consent prior to commencing such work, and such person shall, while in the Building and outside of said premises, comply with all instructions issued by the superintendent of the Building. No tenant shall engage or pay any employees on the tenant's premises, except those actually working for such tenant on said premises.

14. No tenant shall purchase spring water, ice, coffee, soft drinks, towels, or other like merchandise or service from any company or person whose repeated violations of Building regulations have caused, in Landlord's opinion, a hazard or nuisance to the Building and/or its occupants.

15. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, such tenant shall refrain from or discontinue such advertising.

16. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building management or its agents. Landlord may at its option require all persons admitted to or leaving the Building to register. Each tenant shall be responsible for all persons for whom it authorizes entry into the Building, and shall be liable to Landlord for all acts of such persons. Landlord

shall also have the right to install an electronic security system for the Building requiring the use of identification cards, passwords, confidential codes and the like as a prerequisite to admission of any person into the Building, and tenant agrees to faithfully abide by the rules of any such security system. If identification cards are used in any such system, tenant shall be issued two (2) such cards without charge, but each additional or replacement card requested shall be issued only upon payment of a service fee of Ten Dollars (\$10.00) per card. To allow Tenant's customers to access the ATM Machine during non-business hours, Tenant shall have the right to install and maintain, at Tenant's sole cost and expense and subject to Landlord's prior approval, a card access security system, which must be compatible with the base Building's security system.

17. Each tenant, before closing and leaving its premises at any time, shall see that all lights, electrical appliances and mechanical equipment are turned off, except that special lighting in premises adjacent to atriums in the Building shall be left on at all times.

18. The requirements of tenants will be attended to only upon application at the office of the Building. Building employees shall not perform any work or do anything outside of their regular duties, unless under special instruction from the management of the Building.

19. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same, including notifying Landlord when and if such activity occurs.

20. No water cooler, plumbing or electrical fixture shall be installed by the tenant without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

21. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

22. Access plates to underfloor conduits shall be left exposed. Where carpet is installed, carpet shall be cut around access plates.

23. Mats, trash or other objects shall not be placed in the public corridors.

24. Landlord does not maintain suite finishes which are non-standard, such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for repairs arise, Landlord will arrange for the work to be done at the tenant's expense.

25. Tenant will bear the expense of all partitions dividing the Premises from adjacent public corridors and one-half (1/2) the expense of the partitions which divide the Premises from adjacent space available for rent to other tenants of the Building.

Corridor partitions must be slab to slab, with insulation. Divider partitions dividing adjacent space must be slab to slab, with insulation.

26. All office equipment of any electrical or mechanical nature shall be placed by tenant in the Leased Premises in approved settings to absorb or prevent any vibration, noise or annoyance.

27. Tenant shall not permit or cause to be used in the Leased Premises any device or instrument such as a sound reproduction system, or excessively bright, changing, flashing, flickering, moving lights or lighting devices or any similar devices, the effect of which shall be audible or visible beyond the confines of the Leased Premises, nor shall the tenant permit any act or thing upon the Leased Premises disturbing to normal sensibilities of other tenants.

28. All moving of safes, freight, furniture or bulky matter of any description, to or from the Leased Premises shall only take place on specified elevators and during the hours designated by the Landlord.

29. Tenant shall not use the Leased Premises as headquarters for large scale employment of workers for other locations.

30. The Leased Premises shall never at any time be used for any immoral or illegal purposes.

31. The parking areas for the Building are shown on Exhibit C-2 attached hereto. Landlord shall have the right, from time to time, to designate specific parking spaces in the parking areas for the Building as being reserved for specific tenants or for members of the general public, and each tenant agrees to honor such reservations and to permit parking for officers and employees only in those parking spaces available for such purposes. Landlord makes no warranty as to the availability of parking spaces for any tenant unless specific spaces have been reserved as set forth above. Any specific reservation of parking spaces for the tenant pursuant to this Lease is set forth on Exhibit C-1 attached hereto. Tenant agrees to park all vehicles within the striped lines provided for each space and to otherwise comply with all rules and regulations established by the Landlord for the parking facility.

32. Intentionally Omitted.

33. All finishes and wall coverings in the Building shall meet a C or better fire rating, except where applicable building codes require a more stringent fire rating.

34. All occupied partitioned space in the Building must comply with Landlord's sprinkler system requirements, and no additional partitioning will be permitted without complying with such requirements as well as with the provisions of Section 9 of the Lease.