

EXHIBIT C

PROJECT RULES AND REGULATIONS

- a. No birds, animals, reptiles, or any other creatures may be brought into or about the Project except to assist disabled persons.
- b. Nothing may be swept or thrown into the corridors, halls, elevator shafts, or stairways.
- c. Tenant may not make or permit any improper noises in the Building, create a nuisance, or do or permit anything that, in Landlord's sole judgment, interferes in any way with other tenants or persons having business with them.
- d. No equipment of any kind may be operated on the Leased Premises that could in any way annoy any other tenant in the Building.
- e. Tenant shall cooperate with Building employees in keeping the Leased Premises neat and clean.
- f. Corridor doors, when not in use, must be kept closed.
- g. No bicycles, scooters, or similar vehicles are allowed in the Building.
- h. Tenant shall refer all contractors, contractor's representatives, and installation technicians rendering any service on or to the Leased Premises for Tenant to Landlord for Landlord's approval (except as otherwise provided in this Lease) and supervision for performance of any contractual service. This provision applies to all work performed in the Building, including installation of telephones, telephone equipment, electrical devices, and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment, or any other physical portion of the Building.
- i. No nails, hooks, or screws, other than for cosmetic or typical office-type decorations, may be driven into any part of the Building except by Building maintenance personnel,
- j. Sidewalks, doorways, vestibules, halls, stairways, and similar areas may not be obstructed by any Tenant Party, or used for any purpose other than ingress and egress to and from the Leased Premises, or for going from one part of the Building to another part of the Building. No furniture may be placed in front of the Building or in any *lobby* or corridor without prior consent of Landlord.
- k. Any Tenant Party who desires to enter the Building after Building Standard Hours, is required to sign in upon entry and sign out upon leaving, giving their location during their stay and their time of arrival and departure.
- l. All deliveries must be made via the service entrance and service elevator during Building Standard Hours or at other times as Landlord may determine. Prior approval must be obtained from the Landlord for all deliveries that are received after Building Standard Hours.

- m. Subject to the terms and provisions of this Lease, Landlord or its agents or employees may enter the Leased Premises to examine the same or to make repairs, alterations, or additions as Landlord deems necessary for the safety, preservation, or improvement of the Building.
- n. Landlord may require all Tenant Parties to evacuate the Building in the event of an emergency or catastrophe.
- o. Tenant may not do anything, or permit anything to be done, in or about the Building, or bring or keep anything in the Building that in any way increases the possibility of fire or other casualty, or do anything in conflict with the valid laws, rules, or regulations of any governmental authority.
- p. Tenant shall notify the Property Manager when safes or other heavy equipment are to be taken into or out of the Building. Moving of those items must be done under the supervision of the Property Manager, after receiving approval from Landlord. Landlord may prescribe the weight and position of safes and other heavy equipment that may overstress any portion of the floor. All damage done to the Building by the improper placing of heavy items that overstress the floor will be repaired at the sole expense of the Tenant.
- q. Except as otherwise provided in this Lease, (i) no additional locks may be placed on any doors without the prior consent of Landlord, (ii) all necessary keys must be furnished by Landlord and must be surrendered to Landlord upon termination of this Lease, and (iii) Tenant shall give Landlord the combination for all locks on the doors and vaults.
- r. Tenant shall comply with parking rules and regulations as may be posted and distributed from time to time.
- s. Plumbing and appliances may be used only for the purposes for which constructed. No rubbish, rags, or other unsuitable material may be thrown or placed therein. Any stoppage or damage resulting to any plumbing fixtures or appliances from misuse by any Tenant Party is payable by Tenant.
- t. Tenant shall have the right to install one "eyebrow" sign on the exterior of the Building not higher than the ground floor as more specifically depicted on Exhibit I – Proposed Signage attached hereto and made a part hereof. Such signage will be subject to applicable governmental authority and Landlord approval in all respects, including regarding position, color, size method of installation and design. The signage will be at Tenant's sole cost. No signs, posters, advertisements, or notices may be painted or affixed on any windows, doors, or other parts of the Building, except in colors, sizes, and styles, and in places, approved in advance by Landlord, in its sole discretion. Additionally, Tenant shall be entitled to identification signage outside of the Leased Premises on the floor on which the Leased Premises are located. Building standard suite identification signs will be prepared by a sign writer approved by Landlord. The cost of the Building standard signs is payable by Tenant. Landlord may remove all unapproved signs without notice to Tenant, at the expense of Tenant. Directories will be placed by Landlord, at Landlord's expense, in conspicuous places in the Building. No other directories are permitted.
- u. No portion of the Building may be used as lodging rooms or for any immoral or unlawful purposes.

- v. Tenant may not operate, or allow the operation of any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including but not limited to pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes, or other commodities, without the prior consent of Landlord, which consent shall not be unreasonably withheld.
- w. Except as otherwise provided in this Lease, Tenant must obtain Landlord's prior approval, which is at Landlord's sole discretion, for installation of any solar screen material, window shades, blinds, drapes, awnings, window ventilators, or other similar equipment and any window treatment of any kind whatsoever. Landlord may control all internal lighting that is visible from the exterior of the Building and may change any unapproved lighting without notice to Tenant, at Tenant's expense.
- x. Tenant shall not permit any Tenant Party to hold, carry, smoke, or dispose of a lighted cigar, cigarette, pipe, or any other lighted smoking equipment in the Leased Premises, the "Common Areas", or any other areas of the Project, including but not limited to all rest rooms, common corridors, stairwells, elevator lobbies, first floor lobbies, and other areas used in common with other tenants and occupants of the Project, except only those areas outside of the Project specifically designated as smoking areas.
- y. No provision in the Lease or these Project Rules and Regulations may be construed as permitting, consenting to, or authorizing Tenant to violate requirements under the Access Laws, and any provision of the Lease or these Project Rules and Regulations that might be construed as authorizing a violation of the Access Laws will be interpreted in a manner that permits compliance with the Access Laws and the Lease and these Project Rules and Regulations are deemed to permit compliance.
- z. Landlord may rescind any of these Project Rules and Regulations and make other future Project Rules and Regulations as in the judgment of Landlord are from time to time needed for the safety, protection, care, and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees, and invitees so long as Landlord provides Tenant with reasonable notice of any proposed changes or amendments to such rules and regulations. Those rules, when made and notice thereof given to a tenant, are binding upon the Tenant in the same manner as the original rules; provided, however, that the rules and regulations are not inconsistent with the terms and provisions of this Lease and shall be uniformly applicable to all tenants and occupants of the Project and shall be enforced by Landlord on a non-discriminatory basis. Notwithstanding the foregoing, the provisions of the Lease will control if there is a conflict with any existing or future Project Rules and Regulations.
- aa. Wherever used herein, "**Holiday(s)**" shall include the following: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or the appropriate day on which the holiday is observed.

EXHIBIT D

INSURANCE REQUIREMENTS: TENANT AND TENANT'S SERVICE PROVIDERS

(1) Tenant and all of its contractors, subcontractors, suppliers, telecommunications service providers, moving companies and other entities providing services to or performing work for Tenant (collectively, "**Service Providers**") will, at the sole expense of Tenant or its Service Providers, maintain insurance as set forth below. Tenant shall maintain the insurance at all times during the Lease Term and each Service Provider shall maintain the insurance at all times when the Service Provider performs work in or delivers to the Leased Premises:

(a) Commercial general liability insurance written must be written on the most current Insurance Services Office, Inc. (ISO) form CG 00 01, or its equivalent, without modification; have limits not less than \$2,000,000 each occurrence and \$3,000,000 general aggregate per location for bodily injury and property damage; have a deductible no greater than \$25,000; be written on an occurrence basis; contain broad form contractual liability; not modified to delete the severability of interest clauses under which a separate defense is provided to each insured; contain a "**Designated Location(s) General Aggregate Limit**" endorsement (ISO Form CG 25 04, or its equivalent, without modification for Tenant and ISO Form CG 25 03, or its equivalent, without modification for Service Providers).

(b) Workers' compensation insurance and at least \$500,000/500,000/500,000 employers liability insurance;

(c) For Tenant only, commercial property insurance (the most current version of ISO causes of loss – special form commercial property insurance form) with a deductible no greater than \$25,000 for each loss, including coverage for (A) Tenant Improvements and Alterations; and (B) all office furniture, trade fixtures, office equipment, merchandise, and all other items of Tenant's property in, on, at, or about the Leased Premises, including property installed by, for, or at the expense of Tenant. Tenant's property insurance must also include an agreed value endorsement (i.e., with coinsurance waived) for not less than 100% of the full replacement cost of the covered items and property;

(e) [Tenant may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.]² Such umbrella or excess liability insurance will have the same date of inception as the primary policies, expressly follow form and not be more restrictive than the primary insurance, and will drop down as primary insurance in the event that the underlying insurance policy aggregate is exhausted;

(2) All insurance policies must be written by insurance companies with a current A.M. Best's Policy Holder Rating of A or better and an A.M. Best's Financial Size Category of Class IX or better, and/or Standard & Poor Insurance Solvency Review A-, or better, and be admitted to do business in the State of Texas. Tenant's policies must be endorsed to be primary to all insurance

² NTD: Subject to Landlord review of insurance.

available to all Landlord Parties, with such insurance being excess, secondary, and non-contributing. Landlord, all other requested Landlord Parties, Lender and Property Manager must be named as additional insureds without restriction under all of the liability policies. All deductibles shall be at Tenant's or the Service Providers' sole risk and shall be paid by, assumed by and for the account of that party. Tenant and each Service Provider shall obtain an endorsement from each insurance company agreeing to notify Landlord in writing at least 30 days prior to cancellation, non-renewal, or material reduction of the coverage. Each policy must be endorsed to waive any rights of subrogation against Landlord, the Landlord Parties, Property Manager, and their respective officers, directors, employees, agents, partners, and assigns.

(3) Tenant and each Service Provider that is a moving company or will be performing construction or related services for Tenant, must deliver to Landlord duly executed certificates of insurance (ACORD Form 28 (2003 ed.), as to property policies and ACORD Form 25 as to liability policies) and additional insured endorsements reasonably satisfactory to Landlord (on ISO Form 20 09, or its equivalent, without modification for Tenant and on ISO Form 20 10 and 20 37, or their equivalent, without modification for Service Providers) prior to entering any part of the Leased Premises and annually thereafter (or with respect to Service Providers, for so long as the Service Provider performs work in the Leased Premises) no later than 30 days prior to the expiration date of any policy. If requested in writing by Landlord, Tenant will deliver to Landlord within 10 days after receipt of the request, a certified copy of any or all insurance policies or endorsements required by this Lease.

(4) Tenant may provide the insurance required by this Lease by means of a combination of primary a blanket policy or policies of insurance so long as (i) the amount of the total insurance allocated to the Leased Premises under the terms of the blanket policy or policies furnishes protection equivalent to that of separate policies in the amounts required by the terms of this Lease, and (ii) the blanket policy or policies and the insurer issuing such policy or policies comply in all respects with the requirements of this Lease.