



BUILDING RULES AND REGULATIONS
Barton Oaks Plaza

1. No birds, animals, reptiles, or any other creatures may be brought into or about the Building.
2. Nothing may be swept or thrown into the corridors, halls, elevator shafts, or stairways.
3. Tenant may not make or permit any improper or objectionable noises or odors in the Building, create a nuisance, or do or permit anything which, in Landlord's sole judgment, interferes in any way with other tenants or persons having business with them.
4. No equipment of any kind may be operated on the Premises that could in any way annoy any other tenant in the Building.
5. Tenant shall cooperate with Building employees in keeping the Premises neat and clean.
6. Corridor doors, when not in use, must be kept closed.
7. No bicycles or similar vehicles are allowed in the Building.
8. Tenant shall refer all contractors, contractor's representatives, and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval 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.
9. No nails, hooks, or screws may be driven into or inserted in any part of the Building except by Building maintenance personnel.
10. 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 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.
11. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants or any bulky material, merchandise, or materials that require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of, and should be liable for all damage to, articles moved and injury to persons engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant.
12. Landlord or its agents or employees may enter the 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.
13. Landlord may require all Tenant Parties to evacuate the Building in the event of an emergency or catastrophe.



14. 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 (including open flames and space heaters) or other casualty, or do anything in conflict with the valid laws, rules, or regulations of any governmental authority.
15. Tenant shall notify the Building Manager when safes or other equipment are to be taken into or out of the Building. Moving of those items must be done under the supervision of the Building Manager, after receiving approval from Landlord.
16. 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 Tenant.
17. No food may be distributed from Tenant's office without the prior approval of the Building Manager.
18. Landlord shall provide all door locks in each tenant's Premises, at the cost of such tenant, and no tenant shall place any additional door locks in its Premises without Landlord's prior written consent. Landlord shall furnish to each tenant a reasonable number of keys to such tenant's Premises, at such tenant's cost, and no tenant shall make a duplicate thereof.
19. All Tenant Parties shall comply with parking rules and regulations as may be posted and distributed from time to time.
20. Plumbing and appliances may be used only for the purposes for which constructed. No sweeping, rubbish, rags, or other unsuitable material may be thrown or placed therein. Any stoppage or damage resulting to any fixtures or appliances from misuse by any Tenant Party is payable by Tenant.
21. 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. Landlord has no obligation or duty to give this approval. 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.
22. No portion of the Building may be used as lodging rooms or for any immoral or unlawful purposes.
23. 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.
24. Tenant must obtain Landlord's prior written 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.

25. **"Holidays"** are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. **"Business days"** are weekdays other than Holidays.
26. Tenant shall at all times keep a chair pad under every chair that has rollers and is located in a carpeted area.
27. 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 any common area of the Building. The common areas includes, but are 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 Building.
28. No provision in the Lease or these Building Rules and Regulations should be construed in any manner as permitting, consenting to or authorizing Tenant to violate requirements under ADA or the Texas Architectural Barriers Act ("**TABA**"), and any provision of the Lease or these Building Rules and Regulations which could be construed as authorizing a violation of ADA or TABA shall be interpreted in a manner which permits compliance with ADA and TABA, and the Lease and these Building Rules and Regulations are deemed to permit such compliance.
29. Landlord will not be responsible for lost or stolen personal property, money or jewelry from any tenant's Premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.
30. Tenant will not permit any Tenant Party to bring into the Building any handgun, firearm or other weapons of any kind, illegal drugs or, unless expressly permitted by Landlord in writing, alcoholic beverages.
31. Tenant shall not permit its employees, invitees, or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, restrooms, stairways or any other area shared in common with other tenant in the Building, or permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but shall not be required to, designate an area for smoking outside the Building.
32. **Landlord may rescind any of these Building Rules and Regulations and make other future Building 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. Those rules, when made and notice thereof given to a tenant, are binding upon Tenant in the same manner as the original rules.**