

EXHIBIT D

BUILDING RULES

1. Sidewalks, doorways, vestibules, halls, stairways, freight elevator lobbies, and other similar areas shall not be used for the disposal of trash, be obstructed by tenants, or be used by tenants for any purpose other than entering or leaving the leased premises and for going from one part of the Building to another. If special trash haulings are required, please contact the Management Office.

2. No sweepings, rubbish, rags or other unsuitable materials shall be disposed into plumbing fixtures or appliances. Damage resulting to any fixtures from misuse by a tenant shall be the liability of said tenant.

3. Movement of furniture or office equipment in or out of the Building, or the dispatch or receipt of any bulky material, merchandise or materials which requires the use of the elevators or the stairways or movement through the Building entrances or lobby will be restricted to such hours as Landlord shall reasonably designate. All such movement will be under the supervision of Landlord and in the manner agreed to between the tenant and Landlord by prearrangement. Such prearrangement, initiated by the tenant, is subject to Landlord's control as to the time, method, routing of the movement and as to limitations for safety or other concerns which may prohibit any article, equipment or other item(s) from being brought into the Building. The tenant is to assume all risks for damage to articles moved or injury to persons engaged or not engaged in such movement and for any damage to Landlord's equipment or property or injury to Landlord's personnel as a result of any act in connection with fulfilling this service for the tenant. Landlord shall not be liable for any acts of any person(s) engaged in, or any damage or loss to any of said property of person(s), resulting from any act in connection with such service performed for the tenant unless the damage or injury is caused by the gross negligence or willful misconduct of Landlord.

4. All routine deliveries to a tenant's leased premises during 8:00 a.m. to 5:00 p.m. weekdays shall be made through the freight elevators. Passenger elevators are to be used only for the movement of people, unless an exception is approved by the Management Office.

5. Mineral or other water, towels, newspapers, packages, etc. may be delivered to tenants' leased premises by persons approved by Landlord in writing provided that such persons provide Landlord with appropriate proof of insurance upon request therefor and comply with Building security requirements.

6. Corridor doors, when not in use, shall be kept closed.

7. Tenant space that is visible from public areas must be kept neat and clean and is subject to Landlord's approval.

8. Tenants shall not tamper with or attempt to adjust temperature control thermostats in the leased premises. Landlord shall adjust thermostats as required to maintain the Building

standard temperature. Landlord requests that all window blinds remain down and tilted at a 45 degree angle toward the street to help maintain comfortable room temperatures and conserve energy.

9. All requests for overtime air conditioning or heating shall be submitted in the form, by the method, and at the times required by the applicable procedures put into practice by Landlord for such purposes from time to time. Currently all requests for overtime air conditioning or heating must be submitted in writing to the Management Office by 2:00 p.m. on the day desired for weekday requests, by 2:00 p.m. Friday for weekend requests, and by 2:00 p.m. on the preceding business day for holiday requests.

10. The Building hours are from 7:00 a.m. until 6:00 p.m. Monday through Friday, excluding holidays. Access at all other times is provided by the electronic access card system.

11. All contractors, vendors and service providers attempting to gain access to the Project or the leased premises for the prosecution of work, delivery of goods or the providing of services to tenants, must comply with Landlord's insurance requirements and register with the Project management office in advance of performing any such work, services or deliveries. Tenants will comply with all security procedures during business hours and after hours and on weekends.

12. Landlord will provide, at the tenant's expense, all locks for doors entering or within the leased premises and no additional lock(s) will be placed on any door entering or within the leased premises without Landlord's written consent. All requests for duplicate keys will be made to the Management Office.

13. Tenants will cooperate with Landlord's employees in keeping leased areas neat and clean, unless the tenant is responsible for cleaning and maintenance personnel. Landlord will in no way be held responsible by any tenant, its agents, employees or invitees for any loss of property from the leased premises or public areas or for any damage to any property within the leased premises even if such loss or damage occurred when the leased premises were locked against entry.

14. Signs, advertisements, or notices visible in or from public corridors or from outside the Building shall be subject to Landlord's prior written approval.

15. Landlord will provide and maintain a directory for all the tenants in the main lobby of the Building, and no other directory will be permitted.

16. Proposed plans for alterations within the Building must be approved in writing by Landlord. This provision will apply to all work performed in the Building including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting or affixed to floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the Building.

17. Landlord reserves the right to prescribe the weight and positioning of safes, files, filing systems and other heavy equipment and written approval must be obtained from the Management Office before work begins. All damage done to the Building by the movement of

property of the tenant, or done by the tenant's property while in the Building, will be repaired at the tenant's expense.

18. Should a tenant require telegraphic, telephonic, annunciator or other communication service, Landlord will direct the electricians where and how wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall direct. Electric current shall not be used for power or heating without Landlord's prior written permission. Extension cords may be used for temporary loads only and shall not be installed for permanent use. Any surge protectors utilized by Tenant shall be used in accordance with manufacturer's specifications in order to prevent electrical "overload(s)".

19. Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.

20. Tenants, their agents, contractors, employees and invitees shall observe no smoking, as per Houston City Ordinance, in all areas within the Building, including the leased premises, elevators, restrooms, etc. Smoking will only be permitted in designated areas outside the Building.

21. No flammable or explosive fluids or materials shall be kept or used within the premises or the Building. No open flames or flammable substances or materials (such as candles, sterno heaters, space heaters, live Christmas trees, etc.) shall be permitted to be utilized by Tenant in the premises or in the Building. Tenants shall comply with all applicable building and fire codes relating to its use of the premises.

22. Tenants will not make or permit any improper noises within the Building or otherwise interfere with other tenants or persons having business within the Building.

23. No animals shall be brought into or kept in, on or about the Building.

24. Solicitation of any kind is strictly forbidden unless approved in advance by the Management Office. Each tenant is requested to notify the Management Office if such activities occur.

25. Landlord reserves the right to rescind any of the foregoing rules and regulations and to make such other and further rules and regulations as, in its reasonable judgment, shall, from time to time, be required 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 the tenants and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

26. The carrying of firearms of any kind in any portion of the Premises or the Project or any sidewalks, or other common areas related to any of the foregoing, is prohibited except in the case of unconcealed firearms carried by licensed security personnel hired or contracted for by tenants for security of their premises as permitted by such tenants' leases or otherwise consented to by Landlord in writing.