

## EXHIBIT C

### RULES AND REGULATIONS

1. The Common Areas shall not be obstructed by any of the tenants or used by them for any purpose other than for parking and ingress to and egress from their respective premises. The Common Areas are not for the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation, and interest of the Building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.

2. The Premises shall not be used for the storage of merchandise held for sale to the general public or for lodging. No cooking shall be done or permitted on the Premises except that private use by Tenant of microwave ovens, equipment for brewing coffee, tea, hot chocolate, and similar beverages shall be permitted, provided that such use is in accordance with all Laws. No tenant shall conduct or permit the retail sale on the Project of any items which compete with or are substantially similar to the following retail items customarily sold on the adjacent property, upon which the Ryman Auditorium is located (the "Ryman Property"): items pertaining to the history of country music, the Ryman Auditorium and/or the Grand Ole Opry, and associated proprietary and generic products such as tee shirts, collectibles and souvenirs associated with such concepts and properties.

3. No tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning its Premises unless otherwise agreed to by Landlord in writing, such consent not to be unreasonably withheld or delayed. Except with the consent of Landlord, no person or persons other than those approved by Landlord, such approval not to be unreasonably withheld or delayed, shall be permitted to enter the Building for the purpose of cleaning the same. Landlord hereby consents to Tenant's using its specialty vendors at the Premises such as by way of example and not limitation Tenant's carpet cleaners. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness.

4. Landlord shall designate appropriate entrances for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture, or other property, and Tenant shall not use any other entrances for such purposes. Landlord must have approved all means or methods used to move equipment, materials, supplies, furniture, or other property in or out of the Building prior to any such movement. Except for the gross negligence or intentional misconduct of Landlord or Landlord's contractors, employees, or agents, Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property shall be repaired at the expense of Tenant. Tenant shall move all freight, supplies, furniture, fixtures, and other personal property only at such times as Landlord may reasonably designate. Illegally parked vehicles will be towed at the vehicle owner's expense.

5. No tenant shall use any method of heating or ventilation or air conditioning other than that supplied by Landlord.

6. No animals (except for seeing eye dogs) shall be brought or kept in the Premises or the Building.

7. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person in the case of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Landlord's reasonable opinion. Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

8. No curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings, or decorations shall be attached to, hung, or placed in, or used in connection with, any window of the Building without the prior consent of Landlord, such consent not to be unreasonably withheld or delayed. Landlord hereby consents to Tenant's use of Mecco or similar shades in the Premises. Such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building.

9. Tenant shall ensure that the doors of the Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Tenant or Tenant's employees leave the Premises so as to prevent waste or damage. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

10. The toilet rooms, toilets, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they are constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenants who, or whose employees or invitee, shall have caused it.

11. Except with the prior consent of Landlord, no tenant shall sell at retail newspapers, magazines, periodicals, theater or travel tickets, or any other goods or merchandise to the general public in or on the Premises, nor shall any tenant carry on or permit any employee or other person to carry on the business of stenography, typewriting, printing, or photocopying or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building; nor shall the premises of any tenant be used for manufacturing of any kind, or any business or activity other than that specifically provided for in such tenant's lease.

12. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve, such approval not to be unreasonably withheld or delayed. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its premises.

13. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the hallways or in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the locale without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways provided for such purposes and at such times as Landlord shall reasonably designate.

14. Canvassing, soliciting, distribution of handbills, or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.

15. Except in a case of emergency, the requirements of tenants (other than as set forth in this Lease) will be attended to only upon application in writing at the office of the Building or by facsimile transmitted to the office of the Building manager whose fax number is 615-250-1805 (or such other fax number subsequently provided to Tenant). Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

16. Tenant shall not occupy the Building or permit any portion of the Building to be occupied for the manufacture, distribution, or direct sale of liquor, narcotics, or tobacco in any form, or as a medical office, barber shop, manicure shop, music or dance studio, or employment agency. Tenant shall not conduct in or about the Building any auction, public or private, without the prior written approval Landlord.

17. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not cause improper noises, vibrations, or odors to emanate from the Premises within the Building. Notwithstanding the foregoing, Tenant may install a white noise and/or paging system within the Premises provided it is not audible outside the Premises.

18. Tenant shall not enter the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Building without the prior consent of Landlord, except as permitted by the Lease.

19. Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Building, without the prior consent of Landlord (such consent not to be unreasonably withheld or delayed), and as Landlord may direct.

20. Tenant will not place objects on window sills or otherwise obstruct the exterior wall window covering.

21. Intentionally Deleted.

22. Tenant shall not obstruct, alter, or in any way impair the efficient operation of Landlord's heating, ventilating, electrical, fire, safety, or lighting systems, nor shall Tenant

tamper with or change the setting of any thermostat or temperature control valves in the Building.

23. Intentionally Deleted.

24. Tenant shall not use any portion of the Premises for lodging.

25. Landlord reserves the right to exclude or expel from the Building any person who, in the reasonable judgment of Landlord is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

26. Tenant shall not park or attach any bicycle or motor driven cycle on or to any part of the Project, except in designated areas.

27. This is a non-smoking facility. Smoking is prohibited within the confines of the building in all public areas, which includes interior common area hallways and restrooms.

28. Provided Landlord acts in good faith pursuant to sound operating procedures, Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building. Landlord shall however enforce these Rules and Regulations in a non-discriminatory manner.

29. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions, and provisions of any lease of premises in the Building.

30. Landlord reserves the right to modify the foregoing and promulgate such other Rules and Regulations as Landlord may from time to time decide are needed for the safety, care, or cleanliness of the Building, for the preservation of good order therein, or as changed conditions or particular circumstances may require, provided that such modifications or other Rules and Regulations are reasonable.