

FORMATION RULES AND REGULATIONS

The following rules (these "Rules") shall apply to all Formation members (each a "Member"), their respective guests, employees, invitees and all those acting under each Member (collectively "Member Parties"). Any term not defined herein shall have the meaning ascribed to it in the Members' applicable Formation Membership Services Agreement. Formation reserves its right to remove any Member Party from Formation premises for violation of these Rules. Formation Rules and Regulations are subject to modification by Formation at any time.

Advertising: Except as approved by Formation, advertisements, identifying signs, brochures, fliers and all other notices are prohibited in, at or around Formation premises. Canvassing, soliciting and peddling in, at or around Formation premises is prohibited. Member is not permitted to use the name, trademarks or logos of Formation or the Dallas Cowboys.

Alcohol and Substance: Member will not occupy or permit any portion of Formation premises or building to be occupied or used for the manufacture, sale, illegal use of liquor, narcotics, tobacco or other substance or service. Members may not bring alcohol or illegal drugs onto Formation premises.

Animal Policy: All animals, with the exception of service animals, are prohibited on Formation premises.

Care of Premises: Member must keep its designated area clean, orderly and free of trash. Members may only engage Formation's cleaning and maintenance personnel to clean and/or maintain its designated area and must do so in cooperation with Formation. Member agrees to use reasonable care to prevent damage to Formation premises. Member shall be solely responsible for the cost of any and all damage to Formation premises caused by a Member Party.

Child Policy: Except as approved in advance by Formation, no children under the age of sixteen (16) shall be permitted on Formation premises.

Code of Conduct: Spamming, copyright violation, distribution and/or transmission of obscene or indecent speech or materials, defamation, illegal/unauthorized access to other computers or networks, distribution of internet viruses, worms, trojan horses and other destructive activities, export control violations and other activities, whether lawful or unlawful, that Formation determines to be harmful to its Members, operations or reputation, including any activities that restrict or inhibit any other user from using the Formation network are prohibited.

Common Areas: Member shall use Formation common areas in a clean, safe, and professional manner. Member may prepare and consume food and beverages in the kitchen, provided that it does not cause any objectionable odors to emanate therefrom. Except as approved by Formation or provided by Legends Hospitality, only beverages may be consumed in the Conference Rooms.

Conduct: The Member Parties must conduct business in, at and around Formation premises in business-like, professional manner. Disruptive behavior, noise or odors are strictly prohibited.

Conference Rooms: Member's use of Formation conference rooms shall be scheduled by prior reservation in accordance with Formation's procedures and at all times subject to availability ("Conference Rooms"). Formation has the right at any time to limit prolonged usage of Conference Rooms by one member for the sake of the betterment of the other members and the club's overall operations. Member may not use the Conference Rooms as a personal office. Member may conduct meetings, conferences and other business activities in the Conference Rooms provided such use does not unreasonably interfere with or disturb others in Formation premises. Member must commence and conclude its use of the Conference Rooms in accordance with the Conference Room schedule (i.e., Members may not hold over in the Conference Rooms after its allotted time has ended). Member shall be responsible for returning the Conference Room to the condition in which it was received, including cleaned and with the furniture properly arranged. Use of Conference Rooms may not be resold or donated to non-members or outside groups without Formation's prior approval. Legends Hospitality is the exclusive caterer for Formation, including Conference Rooms.

Data Security: Member is solely responsible for installing and complying with all necessary and reasonable security measures. Member is responsible for maintaining backup data and for data losses incurred during setup, provision and maintenance of the Formation telecommunication services. Member must install and maintain commercially reasonable virus protection software on any computer and other hardware connected to the Formation network and will assume responsibility for any virus that affects the Formation network caused by a Member Party's computer and other hardware connected to the Formation network. Member will ensure critical updates are maintained on the operating systems of its computer and other hardware and will comply with any request from Formation in the event of a breach or technical threat.

Discrimination: Formation is a discrimination and harassment free environment. There is a zero-tolerance policy for any remarks or behavior failing to respect the dignity and respect of everyone in, at or around Formation, including Formation staff and other members.

Dress Code: Gym and swim attire is not permitted, and professional or casual business attire is recommended.

Equipment: Except as approved by Formation, all large equipment, heating equipment, refrigerators, mechanical amplification equipment, cooking or personal coffee equipment, space heaters, candles, firearms, knives, weapons and all other items that pose a safety risk or fire hazard are strictly prohibited.

Event Noise and Traffic: Member acknowledges and understands that one of the primary objectives of The Star is to provide entertainment and events for The Star customers, guests, and the neighboring communities ("Star Events") and further acknowledges that the Star Events will produce or result in elevated or prolonged noise. Star Events may also result in congested traffic at The Star from time-to-time. Member agrees to use the parking areas designated by Formation.

Furniture: Member shall not rearrange or remove Formation-owned furniture, fixtures or decorative items from Formation premises.

Guest Policy: Three or more guests in a common area requires the booking of a Conference Room. Any guest in a common area beyond three hours requires a day pass. The same guest visiting for three or more times in one calendar month will no longer have "guest status" and shall be required to obtain a membership.

Installations: Any special installation or wiring for electrical use, telephone equipment or otherwise shall be completed by Formation at Member's expense. At Formation's discretion, Member may be subject to additional charges in the event its electrical usage exceeds the standard allocated amount.

Internet: Formation network access is provided to Member for internet access only. Installation of servers of any kind, including, without limitation, proxy servers, web servers, mail servers, FTP servers, game servers, DHCP servers, or DNS servers, network equipment, and unauthorized routers and hubs are prohibited without Formation approval.

Lodging: No portion of Member's designated area shall at any time be used or occupied as sleeping or lodging quarters.

Mail Forwarding: Member shall be solely responsible for forwarding mail to its new address following the expiration or termination of its Membership. Member shall also be responsible for immediately returning to Formation any mail it receives that is not addressed to such Member.

Member Responsibility: Member shall close and securely lock all doors and turn off all lights (if applicable) and other electrical equipment in its designated area prior to leaving Formation premises.

Modifications: Except as approved by Formation, no additional locks of any kind or changes to existing locks may be installed in any of the doors or windows in Formation premises.

Move In/Out: Movement in or out of the building of furniture, office equipment or materials which require use of elevators or stairways, or movement through the building entrances shall be conducted under Formation supervision and direction. Member assumes all risks of and shall be liable for all property damage or injury.

Network and Telecommunications: All components of the telecommunications services, including without limitation, any telephone number(s) designated by Formation for Member's use, are and shall remain the property of Formation, and Member shall acquire no rights in or to such except for rights of use during the Term.

Formation makes no representations as to the security of the provided network or of any information provided in connection therewith. The Formation network and all telecommunication services, including the Formation network, are provided "as is" and Formation expressly disclaims all warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement. Formation does not warrant that any telecommunication services will meet any Member's specific requirements or will be error-free, reliable or uninterrupted.

Oversized Deliveries: Formation shall not accept pallets or oversized packages on behalf of Members or their clients. Packages not claimed by Member within five (5) days following receipt at Formation premises will be subject to storage fees.

Pool: Use of the pool located on the third-floor outdoor deck shall be at Member's sole risk and reserved solely for Members with a valid membership with Cowboys Fit and/or Cowboys Club. No lifeguard will be on duty and use of the pool shall be subject to the rules and regulations of Cowboys Fit and/or Cowboys Club.

Smoking: Smoking is solely permitted in designated smoking areas at The Star and is strictly prohibited on Formation premises.

Use of Formation: Formation premises and the Membership shall at all times be at Member's risk. Formation is not responsible for lost, stolen or damaged property or equipment. Formation shall not be liable to any Member for the failure of any other Member or Member Party to abide by the Rules or the terms of the applicable Formation Membership Services Agreement. Formation shall not be responsible for any services, products or equipment provided by a third-party vendor to Member in connection with Member's Membership or use of Formation premises, even if such vendor is a required or preferred Formation vendor.