

RULES OF THE SITE FOR TENANT CONTRACTOR'S WORK

SAN JACINTO CENTER Austin, Texas

The following rules and regulations (“Rules of the Site For Tenant Contractor’s Work”), governing work at San Jacinto Center (“Site”) by any General Tenant Contractor or Tenant subcontractor or Supplier employed by Tenant or Landlord to supply, construct or install Tenant Improvements (the “Work”), have been established and are to be uniformly administered by the “Landlord”.

- **Definition:** This section applies to all construction work beyond the scope of general repair and maintenance which is requested, designed, and contracted directly by a Tenant without Landlord as the Project Manager.

A. REQUIRED PROCEDURES

1. Upon decision that construction is needed, Tenant should promptly submit the completed form “*Tenant’s Notification to Landlord for Interior Construction Requirements*” (enclosed herein, Form A) to Property Management Office.
2. Property Management office will review the form and submit it to the Landlord’s Representative who will be coordinating the Landlord’s requirements.
3. If the scope of work includes substantial modifications to the existing Mechanical & Electrical systems, Tenant will be required to retain the Buildings’ Preferred Consulting Engineering Team, MEJ Associates. (see address and phone number on Page 3).
4. For all work that requires a permit, Tenants are required to retain an architect, licensed in the State of Texas, to prepare construction drawings. Landlord’s preferred consultant is STG Design (see address and phone number on Page 3). Landlord requires that construction be permitted through the City of Austin if it meets the following criteria:
 - Involves multiple construction trades (as opposed to one trade);
 - Involves modification of any of the existing sprinkler and/or life safety systems;
 - Involves electrical or mechanical modifications;
 - Modifies the interior partition layout or layout density in any fashion;
 - Involves demising any interior spaces into separate lease spaces;
 - Installations of low voltage cabling, whether installed by the Tenant’s General Contractor or another vendor; and
 - Otherwise requires permitting by the City of Austin.
5. Landlord’s Representative will provide written response to documents submitted for Landlord approval in accordance with the Lease.

Landlord’s review and approval will be based on the information presented on the drawings and cannot assume to include information not presented therein. Nor can Landlord’s review and approval include approval of any code interpretations or requirements.

Tenant acknowledges that he understands that existing conditions are inherent to all construction and that documentation of these conditions is the sole responsibility of the Tenant and its consultants.

6. Tenant shall revise the drawings as required and resubmit to the Landlord's Representative within 7 working days of receipt of Landlord's comments, or as set forth in the Lease.
7. Prior to bidding or pricing the construction, Tenant shall submit the names of proposed Tenant General Contractors on Form B, *Tenant's Request for Approval of Bidding General Tenant Contractors* (enclosed herein) to the Landlord's Representative. Landlord strongly encourages the Tenant to include only the General Contractor's name on the enclosed preferred vendor list.

If a proposed Tenant General Contractor is not on the preferred vendor list, the required information as set forth on Form C attached herein must be enclosed with the Tenant Contractor Bidders form.

All Tenant Contractors working in Landlord's office buildings must be experienced and specialize in the interior finish construction of Class A office space and must provide the information requested on Form C, *Tenant's Request for Approval of Non-Preferred Construction* (enclosed herein).

8. Upon project award to a General Contractor, Tenant shall schedule a pre-construction kick-off meeting with the Landlord's Representative. This meeting is required prior to the Landlord allowing any construction personnel, materials or equipment to enter the premises.

The agenda for its meeting shall include, but not be limited to the following:

- Review of Tenant Contractor Rules and Regulations of the Site including review of security, parking and other applicable procedures.
- Tenant's Contractor shall provide the Landlord's Representative with the following written documentation:
 - a. Certificate of Insurance
 - b. Project Directory (all contractor and subcontractor names, addresses, phone numbers (office, jobsite, home and cell and contact information)
 - c. Project Schedule
 - d. All documentation required by Lease
- Tenant shall provide a directory list of other Tenant Contractors (such as data installers, including office, cell and home telephone numbers, or security company) who will be working directly for the Tenant.
- Pre-construction inspection of tenant premises and common areas including, but not limited to:
 - a. Common corridor spaces on the floor
 - b. Freight vestibule
 - c. Mechanical Room
 - d. Electrical/Phone Riser Room
 - e. Restrooms
 - f. Janitor's Closet

The Landlord will assign a Landlord's Representative to each Tenant project. All references to coordination with the Landlord in these rules shall mean coordination with this person.

9. Depending on the scope of the work or concerns about the work in progress, a mid-schedule construction meeting may be required by the Landlord's Representative. The date for this meeting may be scheduled during the pre-construction kick-off meeting.

San Jacinto Center Pre-Approved Tenant Consultant and Contractor List

Architect:

1. STG Design, Polly Little, 512.899.3500

Consulting MEP Engineers:

1. MEJ Associates, Walt Richardson, 512.457.8771

General Tenant Contractors:

1. Harvey Cleary Builders
2. S. Watts Group
3. Sabre Commercial
4. Rand Construction

The following is an approved list of subcontractors that currently work at San Jacinto Center:

HVAC Controls

1. Way Service

Mechanical/Plumbing

1. Mtech
2. Entech

Plumbing (also see Mechanical)

1. Mtech
2. Entech

Mechanical Piping/Chemical Treatment

1. Aquatech

Test & Balance

1. Air Performance

Electrical

1. Parker Electric
2. Tiger 2 Electric

Fire Protection/Sprinklers

1. Casteel
2. Northstar

Fire Alarm

1. Beckwith Electronic Systems

Door Hardware

1. Hull Supply

Locksmith

1. Cothron's Lock

B. PERMITS

All permits and licenses necessary for the proper execution of the Work shall be secured and paid for, with a copy to Landlord, by the Tenant Contractor prior to commencement of the Work, and shall be visibly posted within the Work Area. Building permit information can be obtained from the City of Austin by calling 512.978.4000.

C. POSTING OF RULES AND REGULATIONS

A copy of these rules and regulations, acknowledged and accepted by the Tenant Contractor, must be posted in the Work Area in a location clearly visible to all workers. It is the Tenant's General Contractor's responsibility to instruct its employees and all subcontractors to familiarize themselves with these rules and to enforce compliance with these rules at all times.

D. INSURANCE CERTIFICATES

Prior to the commencement of the Work, the General Tenant Contractor shall furnish to Landlord evidence of insurance coverage required by Attachment B-Insurance.

E. EQUAL OPPORTUNITY EMPLOYMENT

Tenant's General Contractor and its subcontractors shall comply with all Federal, State and Local laws and regulations regarding Equal Employment Opportunities.

F. WORK AREA AND FIELD OFFICE

1. Prior to commencement of any of the Work, the Tenant's Contractor shall erect construction barriers acceptable to Landlord between the Lease Premises area, as defined in the Lease, requiring improvements construction work (the "Work Area"), and any public areas or other Tenant areas in the building, and will keep the Work Area closed from public view until completion and occupancy by Tenant. The Tenant Contractor shall perform all construction activities and shall store all materials inside the Work Area. All

tools, equipment, material and/or temporary facilities necessary for the Work are to be stored and remain within the Work Area.

2. Tenant Contractor shall provide Landlord with keys to all locks installed on or in the Work Area and shall provide emergency access to the Work Area at all times.
3. The Tenant Contractor, its employees, agents, subcontractors and visitors, when in the building, are to restrict themselves to the Work Area.
4. Tenant's General Contractor may provide (subject to availability) and maintain a temporary field office and telephone for its exclusive use, as required, which must be contained within the Work Area, and shall be removed promptly at the completion of its work.

G. PROJECT SIGNS

Tenant Contractor shall not be permitted any identifying graphics or signage on the Site or the Work Area.

H. SITE INSPECTIONS AND ACCEPTANCE

1. Tenant Contractor will not be allowed to occupy or start work in the Work Area until the Landlord gives written permission.
2. Prior to commencement of the Work, Landlord, Tenant's representative and Tenant's Contractor shall conduct a joint inspection of the Work Area and issue a list of any existing damage to the Premises.
3. The Tenant's Contractor shall carefully examine the base building plans and specifications, including all mechanical, electrical, plumbing, structural, architectural, civil and other special drawings, general conditions or specifications. The Tenant Contractor shall visit the Site and Work Area to fully inform itself as to all existing conditions and limitations, including those of labor, and shall include in its scope of work sufficient monies to cover the cost of all items necessary to complete the Work contemplated by the plans and specifications. Copies of the building plans and specifications can be obtained by contacting the following:

Vicki Hott, Senior Property Manager, 512.279.2174

4. Tenant Contractor shall verify existing as-built building dimensions prior to ordering any materials or equipment that require dimensional coordination.
5. Tenant Contractor shall be advised that the design floor loading at San Jacinto Center is 50 PSF live load, 20 PSF partition load except in select areas where there is an increased allowable load.

I. SITE SAFETY

1. Tenant Contractor will comply with all Local, State and Federal safety and health regulations (including OSHA) that pertain to such Work in the City of Austin and the Site. Any accidents or injuries occurring on the Site must be reported in writing to Landlord as soon as time permits following such incident, but no later than 24 hours after each occurrence. Tenant Contractor, its subcontractors, employees, agents, and all visitors are required to wear a safety helmet while in the Work Area, if applicable.
2. Tenant Contractor shall provide for the safety of employees and protection of Tenant Contractor's own work, including the covering of any holes, shaft openings, maintenance of safety handrails, etc., so as to

avoid all safety hazards. When safety rails must be removed to facilitate Tenant Contractor's work they shall be replaced as soon as work necessitating removal is complete and at close of work each day.

3. Open fires and burning of rubbish are strictly prohibited.
4. All fire extinguishers required for work shall be provided by Tenant Contractor as required by the City of Austin authorities.
5. No welding or cutting torch is to be used in the building without the prior approval of Landlord. If such approval is granted by Landlord, the Tenant Contractor must have a fire extinguisher present in the work area and maintain a fire watch at all times when the equipment is being used. Additionally, the Tenant Contractor may be required to perform any such work after-hours because of the fumes which may be associated with such welding/cutting torch usage.
6. No varnishes/lacquers are to be sprayed in the building without the prior approval of Landlord. Because of its combustible nature, this type of work should normally be done off-site. Anyone found spraying these compounds in or around the building without the approval of the Landlord will be required to immediately cease such work and remove all materials from the Site. Material Safety Data Sheets for any such materials must be submitted to Landlord and posted in the space prior to material being brought into the building.
7. Hazardous materials must be removed from the Work Area and Site daily. No flammable materials or debris shall remain in the building overnight.
8. Tenant Contractor shall immediately correct any condition that Landlord advises in writing as creating a potential safety hazard. Should Tenant Contractor not correct such condition, within a reasonable amount of time, Landlord will make such corrections at Tenant Contractor's sole cost and expense.

J. SITE SECURITY

1. All security for the Work, including security of materials, equipment and the Work, shall be provided by and be the responsibility of the Tenant Contractor.
2. All Tenant Contractor personnel and deliveries must sign-in at such location(s) as designated by the Landlord prior to admittance to the Site.
3. Any acts of vandalism associated with the Work Area shall be the Tenant Contractor's responsibility to pay the cost of repair and/or replacement (including insurance deductibles.)

K. PROTECTION OF EXISTING WORK

1. It is Tenant Contractor's responsibility to protect and maintain all existing base building work and finishes. All base building work removed and/or damaged by Tenant Contractor must be reported to Landlord as soon as possible and shall be promptly replaced and/or repaired by Tenant Contractor at Tenant Contractor's cost and expense.
2. No cutting or patching of existing work shall be permitted without prior consent of the Landlord. Request for permission to do cutting, drilling or chipping shall include explicit details and description of work, the proposed schedule, and shall not under any circumstances diminish the structural integrity or functional capabilities of the building components or systems.

3. Tenant Contractor is responsible for protection of its work and all existing work in connection with any modifications to the mechanical and plumbing system and shall contain and remove any drain-down leakage of water used for testing.
4. Temporary nails and power driven studs shall not be used on any concrete floor surface not subsequently concealed by partitions or walls. Concrete screws, sleeve anchors or bolts shall otherwise be used and properly removed.
5. Tenant Contractor will provide “walk-off mats” at each entrance to the Work Area to prevent tracking of dirt from and to public areas. These mats should be frequently cleaned and/or replaced to maintain their effectiveness.
6. To protect the base building HVAC systems and its other tenants, the Property Management at San Jacinto Center requires the contractors of its tenants to follow the measures outlined in the referenced standard, SMACNA’s *IAQ Guideline for Occupied Buildings Under Construction*. The Tenant Contractor is responsible for installing and maintaining pre-filters with a MERV-8 minimum rating on all HVAC units in the Work Area, including openings of any return air or transfer air ducts that come from the space being renovated. All pre-filters shall remain in place until completion of the Work. On completion of Work, the Tenant Contractor, at its sole cost, will remove and discard all old pre-filters and permanent filters and replace permanent filters with new filters. Prefilters shall be checked frequently to maintain their effectiveness. Prefilters on HVAC units shared with occupied tenant spaces shall be monitored carefully.

L. WORK APPROVAL

1. All Tenant Contractors and Subcontractors, drawings, scope changes, and, where applicable, materials must be approved by Landlord prior to start of construction. Any scope changes must be approved prior to start of the change order Work.
2. All structural modifications and concentrated loading of materials must have prior approval (at Tenant’s cost) of the base building structural engineer and of the Landlord.
3. All mechanical modifications involved in the Work must have prior approval of the Landlord.

M. CONSTRUCTION SCHEDULE

1. Tenant Contractor shall submit to Landlord a detailed construction schedule prior to the commencement of the Work. This schedule should indicate the start of construction, construction duration for all major elements of the Work, the anticipated construction completion, and a list identifying all long-lead procurement items.
2. Any “critical path” work requiring coordination with the Landlord or Landlord’s Contractors shall be highlighted and noted in the transmittal letter.

N. WORKER CONDUCT

General Tenant Contractor shall be responsible for all actions of its subcontractors, employees, agents and visitors, while on the Site. No loud or abusive language or actions will be allowed. Playing of music, which can be heard outside of the Work Area, will not be allowed. **SAN JACINTO CENTER IS A NO SMOKING PROPERTY.**

O. TENANT CONTRACTOR PARKING

1. Provided there are parking spaces available in the San Jacinto Center Parking Garage, the General Contractor may purchase up to two (2) monthly parking passes at the current non-reserved rate. These two permit holders must park on Level P-3 at all times and no other permits will be provided to General Contractor or its subcontractors. All other employees and subcontractors must park offsite. If employee or subcontractor prefers to park in the garage, they may do so only on P-3 (personal vehicles only) and pay the daily posted rate. All employees and subcontractors still need to check in at the loading dock before entering the building regardless of where they park.
2. Parking- Illegal parking on the San Jacinto Center property is prohibited and will be towed without notice! This includes all contractors, subcontractors as well as any other unauthorized vehicle in the area by the loading dock.
3. Parking is only permitted in the loading dock if the vehicle that is parked there is in the process of making a delivery. Once the delivery has been made, the vehicle must move immediately.

P. WORKING HOURS

1. Construction work is permitted in non-public areas during normal building hours, 7:00 a.m. to 6:00 p.m. Monday through Friday, except holidays, and 8:00 a.m. through 1:00 p.m. on Saturday. Work in building common areas is permitted after-hours only. After-hours work may be required for certain construction activities and for deliveries of materials or equipment requiring extended use of the building elevators. Requests for after-hours work must be in writing on the After-Hours Access form and turned in to Landlord by 3:00 p.m. on the prior business day.
2. To prevent the disturbance or interruption of normal business operations, certain operations must be performed outside the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturday. These operations include but are not limited to:
 - a. **Any work that generates noise, odor, vapors or vibration which may be disruptive to normal office procedures elsewhere in the building. If the neighbors can hear the construction, it is noisy work.**
 - b. Jackhammer, drilling or cutting of concrete floor slab.
 - c. Drilling, cutting or work to any structural member.
 - d. Sanding, chiseling or leveling of the concrete structure.
 - e. Shooting of track.
 - f. Any access into an adjacent Tenant space to the side, above or below the Work Area must be scheduled with and coordinated by the Landlord at least 48 hours prior to work. At the adjacent Tenants' request, Tenant Contractor may be required to provide, at Tenant Contractor's cost, security coverage while Tenant Contractors are in the Tenant space.
 - g. All workers on property must be listed on an after hour clearance form; otherwise security will turn them away. Landlord needs advance notification of at least 24 hours.
 - h. Hot work.
3. Contractors will be charged \$500.00 per occurrence of disturbing the tenants business hours. If there are concerns whether the noise level is too loud, contractors may contact Property Management to test.

Q. TEMPORARY UTILITIES:

1. The Tenant Contractor will be afforded access to electricity for lighting and small power tools at the electrical closet on each floor. The Tenant Contractor shall turn off all lighting at the end of Normal Hours. After-hours lighting must be limited to areas where personnel are actually working.
2. The Tenant will be charged directly for the use of electricity, water consumption and HVAC use, unless otherwise provided in the lease. Utility charges (electrical and water consumption during construction, not including HVAC requests) are \$.03 per square foot per month of construction. Charge subject to change with power rates.
3. When phone services are required, Tenant Contractor must make all arrangements and pay all cost associated therewith.

R. ELEVATOR OPERATION

1. Tenant Contractor shall perform all hoisting, rigging and final placement of materials and equipment supplied under its contract. Use of service/ freight elevator will be allowed in accordance with the following requirements and the loading dock operating procedures in Attachment E.
 - a. Service/freight elevator will be available for hoisting of materials and personnel only through prior arrangements with the Landlord.
 - b. All after-hours materials hoisting must be scheduled and coordinated with the Landlord a minimum of 24 hours prior to the time needed for deliveries. The Landlord reserves the right to charge the Tenant or Tenant Contractor for any actual costs incurred for after-hours use (i.e., extra security, etc.).
 - c. All materials, pallets, etc. to be hoisted in service/freight elevator must be containerized and broken down or sized to fit the elevator cab and will be limited in weight and size to the capacity of the elevators as follows:

San Jacinto Center	Door - 4' wide, 7' high
	Cab - 5' 6" wide, 9' 2" deep, 8' high
	Weight capacity - 4,500 lbs.
2. Should the need arise for a dock officer and/or elevator operator to be present to support hoisting requirements, the cost of these positions will be billed to the Tenant Contractor.
3. Any and all unscheduled deliveries will be turned away.

S. DELIVERIES AND STORAGE

1. All Tenant Contractor materials must be delivered to the loading dock at San Jacinto Center which is accessed via Brazos Street. Tenant Contractor shall familiarize itself as to accessibility, time and space limitations, and loading restrictions at loading dock. All materials unloaded at the loading docks must be removed to the Work Area immediately, shall not be left or stored at the loading dock, and shall not block or otherwise limit use of this facility in any way. No parking or blocking in any way of the corridors leading to the loading dock will be tolerated and violators will be subject to removal at Contract's expense.
2. Scheduling of deliveries of any Tenant Contractor's equipment and/or materials must be carefully scheduled with the Tenant Move-In Coordinator in which all information will be passed down to the Landlord's loading dock officer prior to the delivery. Any and all unscheduled deliveries will be turned away. See Attachment E for details on loading dock operations.

3. The Tenant Contractor shall not store any material or trash on the Loading Dock. Any material left on the Loading Dock will be discarded at the end of each day and Tenant Contractor could be billed back for costs associated with disposal of such items. Tenant Contractors will store all materials within the Work Area. Tenant Contractor will be periodically requested to help tidy up loading dock area by sweeping items due to trash produced by construction.
4. The Tenant Contractor shall in no way interfere with or endanger the public or pedestrian and vehicular traffic adjacent to the building nor interrupt the flow of traffic in or out of the building or garage. Tenant Contractor shall provide traffic personnel and coordination at street level for any deliveries or traffic related to Tenant Contractor's Work and shall procure and pay for all special street use permits as required for the performance of the Work.
5. Tenant Contractor is responsible for security and protection of all materials delivered to Site and Work Area including protection from weather and wind conditions.
6. All packing peanuts and other materials associated with Tenant Contractor's operation must be secured from scattering.
7. The Landlord's loading dock officer will be responsible for the direction and coordination of Tenant Contractor's deliveries. It is Tenant Contractor's responsibility to coordinate with the loading dock officer and transport all deliveries to the Work Area. All deliveries to the Site must identify the Tenant or the Tenant Contractor's company name and the floor where the work is being installed. Tenant Contractor will be responsible for any rejection of unidentifiable or improperly identified deliveries.
8. Tenant Contractor will be required to paint the service elevator lobby walls after all construction and tenant furniture deliveries have been made.

T. FIRE ALARM, SPRINKLER, AND LIFE SAFETY

1. Tenant Contractor will be provided with a dirty head smoke detector report prior to the commencement of construction and after construction has been completed. If it is determined any of the smoke detector heads are dirty due to construction, tenant contractor will be responsible for costs associated with replacing.
2. All smoke detectors will need to be taped up while conducting dust and or fume generating work. A fine will be charged to any contractor that does not check out the covers and whose work results in a false alarm.
3. Activating the pull stations on the fire alarms is against the law unless there is a real emergency. Not only will a charge of \$500.00 be assessed to the violator for a false pull, but we will also prosecute to the fullest extent of the law. All fire alarms are monitored, if they are pulled, the alarm will go off and the building will go through the emergency evacuation plan.
4. Any work that is performed on the fire safety system must have the Chief Engineer's prior approval.
5. Contractors must give the Chief Engineer 24 hours' notice prior to draining sprinklers and an engineer must be onsite when work is being completed. If an engineer has to come in after hours to assist, Tenant Contractor will be billed back for engineer time.

6. Please make sure that there are no fire doors, stair well doors and any exit doors propped open. This is a life safety issue that is monitored by the Fire Marshall.

U. DISPOSITION OF MATERIALS AND CLEAN-UP

1. Tenant Contractor shall clean the Work Area daily of all debris, rubbish and graffiti resulting from Tenant Contractor's work and shall immediately clean up any debris caused by Tenant Contractor's use of the loading dock, elevators or other parts of the Site. Tenant Contractor will be responsible for removing from the site by truck or open top dumpster all shipping crates, pallets, debris and rubbish. Tenant's Contractor is responsible for providing dumpster for removal of all debris, rubbish and other discarded construction materials.
2. Request to place an open top construction dumpster at the loading dock must be submitted to and approved by the Landlord. Tenant Contractors are responsible scheduling the pick-up and delivery of their construction dumpster. It is the Tenant Contractor's responsibility to coordinate the pick-up and delivery of construction dumpsters with the loading dock officer. Tenant Contractor is responsible for policing the loading dock area around their dumpster.
3. To minimize the quantity of dumpsters at the loading dock, the Landlord may choose to assume responsibility for the management of construction dumpster deliveries. If this option is implemented the following action will be taken:

The Landlord's loading dock officer will, on a weekly basis, provide to Landlord, an estimate of what percentages of the dumpster(s) were filled by each General Tenant Contractor. Monthly, the Landlord will bill each General Tenant Contractor for their proportionate share of the cost of construction trash removal.

4. All cartons, boxes, etc., shall be cut and laid flat in the least dimension. Pallets or crates shall be broken down to the least dimension for removal.
5. Brooms, vacuum cleaners and any other required cleaning equipment are the Tenant Contractor's responsibility.
6. Disposal of materials in building plumbing system will not be allowed. All violators will be fined \$1,000.

V. BASE BUILDING COORDINATION

1. Tenant Contractor shall secure from Landlord (see Paragraph H, Item 3) any or all base building drawings and specifications required for their work and will be required to pay the associated printing and delivery cost.
2. Air balancing for final Tenant occupancy should be contracted through the Landlord's air balance contractor. Any work to modify or add to the fire alarm/life safety systems must be performed by the Landlord's Fire Alarm Contractor. Requests to turn off the Fire Protection System must be submitted to the Landlord with 24-hour notice. All costs associated with the above work shall be the responsibility of the Tenant Contractor. Design drawings and/or shop drawings of all connections to the base building MEP systems must be furnished to and approved by Landlord prior to the work taking place.
3. Tenant Contractor is responsible for maintaining the structural integrity of the building during material stockpiling, installation and operation.

4. Any shutdowns to building electrical, HVAC, access control, water or sanitary systems shall be carefully coordinated in advance with Landlord. Tenant Contractor is responsible for all costs associated with this work including stand-by crews or overtime as may be required. Tenant Contractor is responsible for all costs for re-testing and/or re-inspection of services (mechanical, control or electrical), where modified or interrupted by the Work.
5. Tenant Contractor will be responsible to prevent accidental activation of smoke detectors and the building life safety system as a result of its work, and Tenant Contractor will be responsible for costs associated with accidental activation of the existing fire alarm system. Accidental activation of the fire system may, at the Landlord's option, result in a \$1,000 fine to the Tenant General Contractor.
6. Tenant Contractor will be responsible for all costs associated with installing work in the ceiling of occupied space below Tenant's lease area including removing and reinstalling ceilings, temporary protection and clean-up. All work in occupied space must be done after hours and scheduled one week in advance with the Landlord. The Tenant will be charged directly for any additional security personnel required to support the work.
7. No work of any type is allowed in the building common areas during building normal operating hours.
8. Tenant General Contractor and its subcontractors are prohibited from using building stairwells other than in an emergency without prior approval of the Landlord.
9. All locksets will be keyed to the building's master keying scheme.
10. Connection to Landlord's Condenser water system: Before the Tenant Contractor can connect to the Landlord's condenser water system, the system must be cleaned and flushed. All condenser water piping shall be tested after this cleanout. The water quality shall equal the raw water quality. If it does not, the system shall be flushed and cleaned until this quality of water is attained. The Tenant Contractor shall not connect to the Landlord's condenser water system until the water quality has been established and the chemical have been added. The Tenant shall employ the services of the Landlord's chemical treatment company for the addition of the chemicals.

W. CODE COMPLIANCE

1. The Tenant General Contractor and all subcontractors shall comply with all Local, State and Federal laws, ordinances and regulations pertaining to such work as performed or affected by Tenant Contractor's Work on the Site.
2. If applicable, Tenant Contractor shall remove only that amount of spray fireproofing materials necessary to properly attach its work to the building's structure. Any necessary replacement or patching of removed spray fireproofing will be the responsibility of the Tenant Contractor. All clean-up costs associated with removal and replacement of fireproofing will be Tenant Contractor's responsibility.
3. Tenant Contractor must properly fire-stop any wall or floor penetrations performed as part of Tenant Contractor's Work, so as to maintain the existing fire rating including penetration of the floor sleeve sealant system within telephone closets necessitated by the installation of temporary or permanent telephone service.

X. CONFLICTS AMONG DOCUMENTS

In the event conflicts occur between provisions stated herein and other provisions of the Work, the following documents will govern in the order listed below:

- Lease Agreement between Tenant and Landlord
- Rules of the Site for Tenant Contractor's Work
- Tenant's Construction Documents as Approved by Landlord.

Y. TENANT WORK MATERIALS

1. Prior to commencement of the Tenant Work, Landlord and Tenant Contractor shall, if applicable in the lease, conduct a joint inventory of the materials (i.e., doors, light fixtures, ceiling tile, etc.) to be used in Tenant's Work Area. Upon acceptance, Tenant Contractor shall be responsible for the administration, security, protection and handling of such materials.
2. Any building inventory materials being stored but not for use within the Tenant's Work Area shall be relocated by Tenant Contractor to a location determined by the Landlord immediately upon commencement of Tenant work.

Z. PROJECT CLOSE-OUT

1. In addition to cleaning requirements stipulated elsewhere, the Tenant Contractor shall/ in preparation for substantial completion or occupancy of the Work Area or any part thereof, perform final cleaning operations of the Tenant Contractor's Work area, including any adjacent or public areas which have been soiled by such work. It is the Tenant Contractor's responsibility to ensure the work area is cleaned to the level of the specifications set forth in the Tenant's lease.
2. Tenant Contractor is responsible for ensuring that all light fixtures in the Work Area are working properly and are fully lit upon job completion. This includes replacement (with exact, new duplicates) of tubes and ballasts as required in light fixtures that are new, replaced or repositioned.
3. Tenant General Contractor is responsible for obtaining a temporary (if applicable) and final Certificate of Occupancy as required for Tenant's occupancy.
4. Upon substantial completion of the Work, the following items must be completed by Tenant or Tenant General Contractor and delivered to Landlord as part of the close-out process:
 - Three copies of complete response to all Field Inspections and punch lists as compiled by Tenant MEP Engineers and Architects;
 - Submittal of three copies of a certified Air Test and Balance Report;
 - Submittal of three copies of acceptable Operation and Maintenance Manuals for each piece of MEP equipment;
 - Three copies of "As-built" HVAC, Electrical, Plumbing, Fire Sprinkler and Architectural drawings;
 - Three copies of final lien waivers;
 - Three copies of certificate stating that no hazardous materials have been utilized in the construction;

- Original and two copies of Certificate of Occupancy;
- Three copies of Fire Alarm Test Letter; and Sprinkler Test Letter
- Three copies of Tenant Contractor Guarantee; and
- Certificate of Substantial Completion.
- All required submissions are to be submitted electronically on a flash drive.

Z. LIEN RELEASES

During the course of the project, the Tenant Contractor is required to execute an Interim Lien Release in the exact form attached as Attachment C - Interim Waiver and Release Upon Payment and Interim Affidavit and Release. Prior to final payment the Tenant Contractor and all major subtenant Contractors (over \$10,000 in subcontract amount) are required to execute a Final Lien Release in the form attached as Attachment D - Waiver and Release Upon Final Payment and Final Affidavit and Release.

AA. REQUEST FOR PAYMENT

Requests for progress or final payment of Tenant Improvement Allowances must be accompanied by an AIA Document G702, signed and notarized by the project architect and paid invoices documenting expenditures equaling the amount being requested. The final payment of Tenant Improvement Allowance will not be made until all Close-Out Documents have been received.

BB. NON-COMPLIANCE

Non-compliance with these regulations will result in the possible barring of the Tenant Contractor or subcontractors from current or future activities in the building. Any costs incurred by Landlord in cleaning the building or Work area or repairing damage resulting from the Tenant Contractor's activities (including the activities of any of Tenant Contractor's employees, agents or visitors) will be billed to the Tenant, Tenant Contractor or set off against future tenant allowance payments to the Tenant.

CC. INDOOR AIR QUALITY PROCEDURES

In order to prevent the migration of construction particulate and volatile organic compounds (VOCs) to adjacent occupied and public areas, the Landlord has instituted strict guidelines for isolating and ventilating work areas during construction. These procedures shall be strictly followed:

1. Prior to starting any construction, erect temporary construction isolation barriers around entire construction area using 6-mil poly. Extend barriers to the underside of structure. When possible, utilize natural separation barriers (i.e., existing structure high walls) to isolate the work area.
2. Access doorways to work area shall have overlapping 6-mil poly barrier installed thereby allowing access to area while at the same time keeping a separation barrier intact.
3. At the conclusion of all construction, remove temporary isolation barriers from all transfer ducts and return air fire dampers. Remove exhaust filtration units and reinstall glass. Make sure the HVAC system is brought back to normal base building operation.

Tenant Contractor acknowledges receipt of these Rules of the Site for Tenant Contractors Work:

By: _____
Signature

Tenant Contractor

Date

ATTACHMENTS

- A Indemnity Agreement
- B Insurance Requirements
- C Interim Waiver and Release Upon Payment
- C Interim Affidavit and Release Form
- D Waiver and Release Upon Final Payment
- D Final Affidavit and Release Form
- E Load Dock and Service Elevator Operations
- F-1 Hazardous Materials Certification – Architect
- F-2 Hazardous Materials Certification – Contractor
- G Plan for Floor Loading
- H Rest Room Acceptance of Premises
- I Tenant’s Notification to Landlord for Interior Construction requirements
- J Tenant’s Request For Approval of Bidding General Tenant Contractors
- K Tenant’s Request For Approval of Non-Preferred Tenant Contractor
- L After-Hours HVAC Request
- M After-Hours Work Notice

ATTACHMENT A

INDEMNITY AGREEMENT

The Tenant, _____, agrees to indemnify and hold harmless the Landlord, Landlord, its agents and employees from and against all loss, claims, damages and expenses (including court costs of attorney's fees) suffered or incurred by Landlord with respect to claims for damages because of bodily injury including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the Landlord allowing Tenant Contractor, _____, to perform work on the premises at _____ except for such bodily injury including death and property damage as may arise out of any willful misconduct or gross negligence of Landlord, its agents or employees.

Tenant: _____

By: _____

Date: _____

ATTACHMENT B

SAN JACINTO CENTER INSURANCE REQUIREMENTS

Before proceeding with any of Tenant Contractor's work, Tenant Contractor shall furnish to Landlord a certificate in acceptable form executed in duplicate by insurance companies approved by Landlord to evidence coverage as set forth herein. Certificates which deviate from acceptable form or which, in Landlord's opinion, are incomplete will be returned to the Tenant Contractor for revision and resubmission. Tenant Contractor shall keep said insurance in full force until acceptance of its work by the tenant. Such insurance shall be modifiable or cancelable only on written notice to Landlord from such insurance companies, mailed to Landlord via Certified Mail sixty (60) days in advance or modification or cancellation.

In the event of cancellation notice, Tenant Contractor shall obtain similar insurance coverage from other approved insurance companies prior to the effective cancellation of the original insurance coverage and shall submit a certificate to Landlord to evidence such coverage. In the absence of such insurance, Tenant Contractor shall cease all work and vacate the Site, until such time a new Certificate of Insurance, as described above, is received by Landlord.

Prior to proceeding with any Contract work, the Tenant Contractor shall furnish to the Landlord a Certificate of Insurance for the following amounts of coverage:

The following is standard wording that is used in our contracts. The insurance limits included are the minimum acceptable.

"Tenant Contractor/Vendor, at its expense, shall at all times while the contract is in effect, maintain insurance covering Tenant Contractor/Vendor, any subcontractor, or anyone directly or indirectly employed by either of them, including:

- *All insurance described herein shall be written with a minimum Best's rating of A-X. If Vendor or any of its Subcontractors fails to procure and maintain the above-described insurance, or any portion thereof, Owner and its respective agents, employees, affiliates or representatives shall have the right, but not the obligation to procure and maintain the required insurance for and in the name of such party and such party shall pay the cost thereof and shall furnish all information necessary to acquire and maintain such insurance.*
- *Builder's Risk Insurance shall be maintained by Tenant or Tenant's general contractor, covering Landlord, Landlord's agents, Landlord's architects, Landlord's contractors and subcontractors, and Tenant and Tenant's contractors and subcontractors, as their interest may appear, against loss or damage by fire, vandalism, and malicious mischief and other such risks as are customarily covered by the so-called broad form extended coverage endorsement upon all the Work in place and all Work materials stored at the site of the Work and all materials, equipment and supplies of all kinds incident to the Work and builder's machinery, tools and equipment used in construction of the Work while on the Demised Premises or the Land, or when adjacent thereto, all on a completed value basis to the full insurable value at all times. Said Builder's Risk Insurance shall contain an express waiver of any right of subrogation by the insurer against Landlord, its agents, employees and contractors.*
- *Worker's Compensation Insurance, with statutory coverage and Employers Liability limits of \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 aggregate disease-per employee.*

- *Commercial General Liability insurance on an occurrence form with minimum limits of \$10,000,000 each occurrence/annual aggregate and including products/completed operations coverage and also including Broad Form Contractual coverage specifically for this Agreement;*
- *Business Automobile Liability insurance covering all owned, hired and non-owned vehicles and equipment used by Tenant Contractor/Vendor with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.*
- *An Umbrella Liability Policy can be used to meet the above-required limits.*
- *Tenant Contractor/Vendor shall provide Landlord with Certificates of Insurance evidencing such insurance and proof of payment of premiums prior to the commencement of the work under this Contract. Said Certificate should contain a provision whereby the policy and/or policies shall not be cancelled or altered without at least 60 days prior written notice to Landlord and/or Manager.”*
- *Required Additional Insured: “Cousins – San Jacinto Center LLC” are to be named Additional Insured on the Commercial General Liability policy.*

ATTACHMENT C

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project _____
Job No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____

Company name

By _____
Signature

Title

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Conditional Lien Waiver and Release of Progress Payment acknowledged that he/she has the authority to make this Conditional Lien Waiver and Release of Progress Payment, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public, State of Texas
My commission expires: _____

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project _____
Job No. _____

The signer of this document has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies **Texas Property Code Section 53.085**, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____

Company name

By _____
Signature

Title

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Unconditional Lien Waiver and Release of Progress Payment acknowledged that he/she has the authority to make this Unconditional Lien Waiver and Release of Progress Payment, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public, State of Texas
My commission expires: _____

ATTACHMENT D

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____
Job No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____

Company name

By _____
Signature

Title

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Conditional Lien Waiver and Release of Final Payment acknowledged that he/she has the authority to make this Conditional Lien Waiver and Release of Final Payment, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 20__.

Notary Public, State of Texas
My commission expires: _____

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____
Job No. _____

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with **Texas Property Code Section 53.085**, a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____

Company name

By _____
Signature

Title

Notary's Acknowledgement

Before me, the undersigned authority, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Unconditional Waiver and Release on Final Payment acknowledged that he/she has the authority to make this Unconditional Lien Waiver and Release of Final Payment, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 20__.

Notary Public, State of Texas
My commission expires: _____

FINAL AFFIDAVIT AND RELEASE

PERSONALLY appeared before me the undersigned _____ (“**Deponent**”), who being duly sworn deposes and provides this Sworn Statement on this ____ day of _____, 20____, (“**Affidavit Date**”) that:

1. _____ (“**Performing Party**”) is a contractor, subcontractor, supplier, materialman, mechanic, engineer and/or architect which has been employed by _____ to furnish _____ (describe materials and/or labor, said items collectively referred to as the “**Work**”) for the construction of improvements known as _____ (title of the project or building) which is located in the City of _____, County of _____ (the “**Property**”), which is owned by _____ (name of owner) (“**Owner**”). If the Deponent is not the Performing Party, the Deponent further deposes and says that the Deponent is an officer or agent of said Performing Party with full authority to sign this Affidavit & Waiver and thereby make the representations and releases provided herein. In such case, (i) the signing below by the Deponent constitutes consent and agreement of the Performing Party to the waiver of any liens and claims of Performing Party may have and to the other terms hereof, as provided herein, and (ii) the representations herein shall be deemed made by both the Deponent and the Performing Party.

2. As of the Affidavit Date and upon the receipt of \$_____ (which represents the last and final payment due and owing for the Work) (the “**Final Payment**”), the Performing Party has been paid in full for the Work. The Final Payment is the same amount referenced in the Final Waiver and Release Upon Payment (signed and provided to Owner contemporaneously herewith). As of the Affidavit Date, the Deponent represents, warrants and affirms that the Performing Party is only due and owed the Final Payment, which represents all amounts for all Work including any and all retained or held as retainage as compensation under any agreement or otherwise for all Work performed through the Affidavit Date and the Final Payment represents all amounts due and owing to Performing Party for the Work as of the Affidavit Date, with no other amounts due and owing to the Performing Party.

3. The Deponent affirms, warrants and represents that, Performing Party has paid in full every laborer, mechanic, manufacturer, independent contractor, supplier and subcontractor of any tier (each individually referred to as a “**Subcontractor**”) who furnished services, labor, materials, fixtures, equipment or other goods or work in connection with the Performing Party’s Work (collectively the “**Subcontractor’s Work**”), and the Performing Party has not received or is otherwise aware of any notices from Subcontractors for any claims, including without limitation, the filing of any Claims of Liens, Preliminary Notice of Lien Rights, Affidavits of Nonpayment, Notices to Contractors, or other similar notices, except as specifically noted below:

Person or Entity:

Notice Received:

4. The Deponent affirms, warrants and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Performing Party’s Work through and including the Affidavit Date which might be the basis of any claim, suit, lien, or demand that could be asserted against either Owner, the party employing the Performing Party or the

Property. The Performing Party hereby releases and discharges Owner and the party employing the Performing Party and each of their agents, employees, successors and assigns from any and all claims and causes of action which Performing Party has or may have against them or any of them relating in any manner to the Property or the Performing Party's Work at the Property. Performing Party does hereby unconditionally and irrevocably waive, release, remise and relinquish all damages, liens, claims, actions and demands, of any kind whatsoever which the Performing Party ever had, now has, or may have, in connection with, or related to, or against the Project, the Property on which the Project is located, the owner of the Property on which the Project is located, the Owner, Owner's affiliates, their parents, affiliates and subsidiaries, at all tiers, their partners, insurers, sureties, employees, shareholders, officers, directors, representatives, agents, and all persons acting for any of them including, without limitation, all claims related to, in connection with, or arising out of all facts, acts, events, circumstances, charges or additional services, constructive or actual delays or accelerations, interferences and the like which have occurred or may be claimed to have occurred.

5. The Performing Party has received payment of all amounts included and referenced in all Interim Waivers and Releases and all Interim Affidavits and Releases signed and provided in connection with the Work, and upon receipt of the Final Payment, Performing Party hereby accordingly, does hereby waive, release and discharge any and all claims of lien, lien rights and rights to file preliminary notices of lien, affidavits of nonpayment or other similar documents in preservation of any claims of lien, as set forth herein, which the Performing Party may have with respect to the Property or contiguous or nearby property of Owner, whether such claims of lien, lien rights or preliminary notices of lien are filed or not filed, and the Performing Party does hereby authorize and direct the Clerk of the _____ County Superior Court to mark canceled and satisfied claims of lien, preliminary notices of lien, or either, if any, heretofore filed (or hereafter filed in violation hereof) by the Performing Party against the Property or contiguous or nearby property of Owner. The Deponent makes the representations, agreements, waivers and releases contained herein for the purpose of inducing payment of the Final Payment and the payment by Owner to the party contracting directly with Owner for the materials and services provided by the Performing Party, if the Performing Party is not in privity of contract with the Owner. It is agreed that this payment is full and adequate consideration for the representations, agreements, waivers and releases contained herein.
6. The Deponent recognizes and acknowledges that Owner, Owner's affiliates, lenders, security deed holders, subsequent transferees of and holders of title to the Property, title insurance companies and agents of title insurance companies ("**Relying Entities**") shall be entitled to rely on this instrument and the assertions, statements and averments made herein in making loans, the repayment of which are or may be secured in part or in full by the Property or in issuing title insurance policies covering or the subject of which is said Property. The Performing Party acknowledges and agrees that: (a) the Relying Entities are relying upon the representations and warranties made herein as a material inducement to make Final Payment to the Performing Party; (b) this Final Affidavit and Release is freely and voluntarily given by the Performing Party and the Performing Party has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Final Affidavit and Release and the Performing Party has voluntarily accepted the terms of this Final Affidavit and Release for the consideration recited above; and (c) the tendering and receipt of payment and the execution of this Final Affidavit and Release by the shall in no way release the Performing Party from: (i) its continuing obligations with respect to the completion of any services, remaining incomplete in connection with the Project; (ii) any contractual, statutory or common law obligations of the Performing Party with respect to any of the services performed by the Performing Party, including, without limitation, statutory and common law warranties; or (iii) any other obligations of the Performing Party with respect to any of the Relying Entities.
7. The Performing Party represents and warrants, and the undersigned Deponent hereby states under oath, for an on behalf of the Performing Party, that: (a) all amounts due in connection with Subcontractors and other entities employed, used or engaged by the Performing Party in connection with the Work have been paid, including, without limitation, any sales taxes and income taxes and all payroll taxes and contributions required

to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services or work; (b) all agreements with Subcontractors employed, used or engaged by the Performing Party in connection with the Project have been completed or have been terminated; (c) the Performing Party has not assigned or pledged any rights or claims in any amount due or to become due to the Performing Party; and (d) the Deponent is a fully authorized agent of the Performing Party, has knowledge of the foregoing facts and is duly authorized to execute and to deliver this Final Affidavit, Waiver and Release on behalf of the Performing Party.

8. The Performing Party agrees to defend, indemnify and hold the Relying Entities harmless from and against any and all actions, causes of action, losses or damages, of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and appellate levels, which the Relying Entities may suffer by reason of: (a) any claim made by any of the Performing Party's employees or contractors at any tier relating to the Project or to any other agreements by and between any of the Performing Party's employees, suppliers or contractors and the Performing Party; or (b) any breach of any representation or warranty made by the Performing Party to the Relying Entities, including the representations and warranties included herein, any false statement made in this Final Affidavit, Waiver and Release, or any misrepresentation or omission made by the undersigned Affiant or the Performing Party.
9. The Deponent recognizes and acknowledges that this Final Affidavit and Release may be recorded and stored in electronic format and shall be given full legal effect in accordance with the applicable law.
10. If any provision of this Final Affidavit and Release shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, then the Performing shall be relieved of obligations arising under such provision but only to the extent that such provision is illegal, unenforceable or void. The remainder of such provision and the remainder of this Final Affidavit and Release shall not be affected by such declaration or finding and each provision not so affected shall remain in full force and effect. It is the intention that the provisions of this Final Affidavit and Release be carried out to the fullest extent permitted by law.
11. This Final Affidavit and Release shall be an independent covenant and shall operate and be effective without regard to the Final Waiver and Release.

ATTACHMENT E

LOADING DOCK OPERATIONS

All construction traffic (carry on items and people) will have restricted use of the service elevator between the hours of 8:00 am – 6:00 pm. Priority is given to the tenant's service providers. If the tenant space under construction is a whole floor tenant, deliveries that are not of significant size may be conducted during business hours with prior approval by Landlord. Between the hours of 5:00 am and 8:00 am the service elevator will be operational to move people and items that can be carried or rolled on by a cart to their work space.

Building Tenant's use of the service elevator will be limited to operational functions supporting their business. Unnecessary passenger traffic on the service elevator impedes your deliveries. Accordingly, please direct your employees to use the service elevator for deliveries only. Please also note that any damage sustained to the elevator due to abuse, propping the doors open, and/or debris will be billed back to the Tenant Contractor responsible.

All loading dock delivery bays will be numbered. The Loading Dock Officer will assign deliveries by bay number.

Monday through Friday, between the hours of 8:00 am – 6:00 pm, certain bays will be designated and reserved for normal building operations (non construction/non-move related) deliveries by the Dock Master Tenant Contractor's will need to consult with the Dock Master on a daily basis to see which bays have been reserved.

Monday through Friday, between the hours of 8:00 am – 6:00 pm, designated bays will be reserved for unloading of Fed-Ex, Airborne, and UPS delivery vehicles. Dock Master will designate bays on a daily basis. Any unauthorized vehicle parked in the dock between the hours of 8:00 am – 6:00 pm, will be towed at owners expense. Dock Master will help accommodate space for tenant service provider vehicles (copier repair, vending companies, etc.) that are too large to enter the parking deck. Tenant service provider vehicles that are too large to fit into the garage will be allowed to park on the loading dock for two hours provided that there is an available. Any tenant service provider that will require more that two hours to complete their work must park off site. All service vehicle drivers must sign in at the loading dock on arrival. Once signed in, they will be allowed two hours to complete their work and depart the loading dock. On expiration of their two-hour limit, security will make one attempt to contact the service tenant service provider and inform them they have 10 minutes to move their vehicle before it will be towed. If the service vehicle is not removed from the dock within the 10 minutes, (security without additional notice), will have the vehicle towed at the Tenant service providers expense.

Loading Dock may be reserved for the delivery of construction or move related materials Monday through Friday between the hours of 6:00 pm – 5:00 am. All deliveries must be scheduled through the Tenant Move-in Coordinator. Deliveries that occur after dock closes in each building will be subject to security charges in the event that a guard is required to open and close the loading dock. Hours of operation for San Jancinto Center may vary based on occupancy and building needs. Please check with Landlord for the current hours of operation.

Delivery time frames must be booked through the Tenant Move-In Coordinator. Time frames available are subject to vary based on the amount of contractors working in each building and the demand for elevator usage. Please check with Tenant Move-In Coordinator for available dates and times. After hours deliveries can be scheduled by contacting the Tenant Move-In Coordinator at 512-279-2170.

Courier parking and 15 minute visitor parking is available in front of the management office. Courier Parking spaces are also located in or around the loading dock but must be assigned by Dock Master.

ATTACHMENT F

NON-HAZARDOUS MATERIALS CERTIFICATION (BY ARCHITECT)

By this form, _____, as the ARCHITECT of _____ confirms that (a) the Project Drawings and Specifications provide that no asbestos, asbestos products, PCBs, or other substances deemed toxic or hazardous under applicable Federal or State laws, rules, regulations or ordinances, are to be contained or incorporated in the Project Work; and (b) to the best of our knowledge, information and belief, all materials, products and equipment specified for the Project are free from asbestos, asbestos products, PCBs or other toxic or hazardous substances, and no such substances were noted either in the shop drawings or in our observations during construction of the Project.

Firm

Signature

Attest

Date

ATTACHMENT F-2

NON-HAZARDOUS MATERIALS CERTIFICATION (BY CONTRACTOR)

We, _____, do hereby certify that as of _____, _____, in performing the Work (1) there occurred no disposal or release of hazardous or toxic materials or substances, and (2) that no asbestos, asbestos containing materials or hazardous or toxic substances have been installed or incorporated into the Work, and (3) any materials regulated for health, safety or environmental reasons under Federal, State or local laws have been installed or incorporated in compliance with such laws and in a manner which does not pose a danger or unreasonable risk of harm to persons or the environment.

Firm

Signature

Attest

Date

ATTACHMENT G
PLAN FOR FLOOR LOADING

ATTACHMENT H

**SAN JACINTO CENTER
REST ROOM - ACCEPTANCE OF PREMISES**

CONTRACTOR: _____

FLOOR: _____

WOMEN'S ROOM: _____ MEN'S ROOM: _____

The above Premises were initially turned over to and by Contractor on _____.

By execution hereof, the Contractor does hereby accept the Premises delivered by the Landlord as being fully complete and operational, free of defects and damages except as noted below. In accepting the Premises, the Contractor acknowledges that he will be solely responsible for the protection, cleaning, maintenance and stocking of such Premises. Further, if such protection, cleaning, maintenance, and stocking are not taking place in a professional and competent manner, then Landlord, at Landlord's sole discretion, can either deny the Contractor access to the Premises with the understanding that the Contractor will need to provide portable rest rooms for his staff for the duration of the project for which the Contractor is engaged (either by the Landlord or by one of the Landlord's Tenants); or the Landlord may elect to perform such duties and assess the necessary costs *plus a fine* to the Contractor. In accepting the Premises, Contractor acknowledges that he will return the Premises to the Landlord in the same condition it was received. The Premises will be free of damage, fully functioning and it will be clean. Contractor will be responsible to complete any and all repairs, maintenance and cleaning prior to returning the premises to the Landlord.

NOTED DEFECTS AND DAMAGES:

LANDLORD'S REPRESENTATIVE: _____

BY CONTRACTOR'S REPRESENTATIVE: _____

Signature

Print Name

Date

ATTACHMENT I

Tenant's Notification to Landlord for Interior Construction Requirements

Date: _____

Tenant Name: _____

Tenant Suite Numbers: _____

Tenant Building Number (if appropriate): _____

Tenant's assigned representative for project
(title, address & phone number): _____

Tenant's Architect or Designer
(name, address & phone number): _____

General Scope of Construction: _____

Proposed commencement date: _____

Landlord's acknowledgement: _____

ATTACHMENT J

Tenant's Request for Approval of Bidding General Tenant Contractors

(If Bidding General Tenant Contractors are not on the Preferred Vendor List, also complete Form C)

Date: _____

Tenant Name: _____

Tenant Suite Numbers: _____

Tenant Building Number
(if appropriate): _____

Requested Bidders 1. _____

2. _____

3. _____

4. _____

ATTACHMENT K

Tenant's Request for Approval of Non-Preferred Tenant Contractor

Tenant Contractor Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Relevant Project Experience (Class A High-Rise Office Interior Finish):

<u>No.</u>	<u>Project Name</u>	<u>Location</u>	<u>Size</u>	<u>Approximate Value</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Client References:

1. Name: _____

Title: _____

Company: _____

Phone Number: _____

Project Worked on: _____

2. Name: _____

Title: _____

Company: _____

Phone Number: _____

Project Worked on: _____

3. Name: _____

Title: _____

Company: _____

Phone Number: _____

Project Worked on: _____

4. Name: _____

Title: _____

Company: _____

Phone Number: _____

Project Worked on: _____

5. Name: _____

Title: _____

Company: _____

Phone Number: _____

Project Worked on: _____

Enclose AIA Document A-305, Contractor's Qualification Statement

ATTACHMENT L

AFTER HOURS HVAC REQUEST

SAN JACINTO CENTER
After Hours HVAC

_____ requests overtime HVAC for:

COMPANY NAME

FLOOR	DATE START	START TIME	STOP TIME	# OF HOURS	FOR MANAGEMENT USE
		a.m. p.m.	a.m. p.m.		
		a.m. p.m.	a.m. p.m.		
		a.m. p.m.	a.m. p.m.		

I understand that there will be an hourly charge per floor billed for extra HVAC.

AUTHORIZED CUSTOMER:

CUSTOMER SIGNATURE

DATE

APPROVED BY:

COUSINS REPRESENTATIVE

DATE

IMPORTANT: To ensure operator/engineer availability to program your requests, forward this form to the Property Management Office via email **NO LATER THAN 2:00 P.M.** the day of requested overtime HVAC and by 2:00 P.M. on Fridays for weekends. Late requests will have a late request fee of \$50. A fee of \$90 is required for emergency requests.

ATTACHMENT M

AFTER HOURS WORK NOTICE



SAN JACINTO CENTER
After Hours Work Notice

Tenant	Suite	Date(s)	Day(s)

This sheet is to be filled out prior to work being performed after normal business hours. Normal business hours are outlined in the Tenant Manual, as well as, your lease.

Type of work to be performed: _____

Contractor: _____

Location: _____

Start Time: _____

Finish Time: _____

Special Instructions: _____

Requested By: _____ Date: _____

Authorized By: _____ Date: _____

Building: _____

Please send this completed form to the Tenant Move-In Coordinator: jbrannan@cousins.com

Cc: Accounting;
Tenant File; and
Tenant Service Coordinator