

Premises, and the payment of all fees and taxes associated with such permits, licenses, variances and utility services, as may be required by public authorities and serving utility companies. Tenant shall make all necessary applications, provide all necessary information, pay all required monies and take all necessary actions to obtain such items from the applicable jurisdictional authorities and serving utility companies.

2. **LANDLORD'S WORK.** Landlord, at its sole cost and expense, shall perform or cause to be performed construction of a Premises in "cold gray shell condition" ("*Landlord's Work*") in accordance with the following:

A. **Building Structure.**

1. **Building Foundations/Columns/Beams.** All foundations, columns, and beams required to support the entire building structure containing the Premises.
2. **Concrete Floor Slabs.** Anticipated concrete tolerances shall not be more restrictive than those designated by The American Concrete Institute.
 - (a) **Concrete Floor Slab at Ground Level.** Landlord will provide structural concrete deck at an elevation designated on Landlord's Drawings. Landlord will provide leave-outs in the concrete deck for Tenant installation of under-slab utilities as per the Landlord Drawings.
 - (b) **Elevated Concrete Floor Slabs on Composite Metal Deck.** All elevated floor slabs on metal deck will consist of 3 1/4" concrete over a 2" metal deck.
3. **Roof Loads.**
 - (a) Landlord's primary roof structure has been designed to accommodate Tenant's HVAC system units.
 - (b) Other rooftop equipment (such as kitchen venting, makeup air equipment, compressor and condenser units associated with coolers and freezers, and similar items) shall require Tenant's structural engineer to design appropriate roof reinforcing approved by Landlord and Landlord's Structural Engineer of Record ("*Landlord's SEOR*").

B. **Premises Envelope.**

1. **Exterior Walls (Rear, Side and Front Walls Above Storefronts).** Landlord shall provide exterior walls constructed with metal studs with various stone, stucco or other veneers.

2. Windows and Storefront Openings. Landlord shall provide storefront at the locations and sizes shown on Landlord's core and shell plans for the Building ("*Landlord's Drawings*"). Landlord shall provide windows at certain non-storefront locations where shown on Landlord's Drawings.
3. Windows and Storefront Openings at Pavilion Building. Landlord shall provide rough opening at the locations and sizes shown on Landlord's core and shell plans for the Building ("*Landlord's Drawings*"). Supply and installation of storefront at the Pavilion Building will be Tenant's responsibility.
4. Walls at Service and Egress Corridors, and Other Nonrated Walls. Where Landlord is constructing non-rated walls to separate the Premises from Common Areas, Landlord will install studs with drywall on the exterior side of the wall only.
5. Stairwell, Elevator Shaft, and Other Rated Walls. Where Landlord is constructing rated walls to separate the Premises from Common Areas and shafts, Landlord will install studs, sound attenuation insulation, and fire rated drywall on both sides of studs to complete a fire-rated wall assembly. Landlord will fire tape the drywall and fire caulk all Landlord-installed penetrations and perimeter conditions on the interior side of the Premises wall.
6. Roofing System. Landlord will provide a complete roofing system for the building where the interior portion of the Premises is located, and above any roofed terrace shown on Landlord's Drawings. Roof insulation will be provided in accordance with local energy code requirements.

C. **Plumbing.**

- I. Sanitary Sewer.
 - (a) For locations on the ground level of the Building Landlord shall provide a point of connection as per Landlord's Drawings within the Premises for Tenant's 4" sanitary sewer connection.
 - (b) At locations on the second (2nd) level of the Building, Landlord shall provide a 4" point of connection to Landlord's sanitary sewer riser at a location under the floor slab.
 - (c) If the Building is multi-story, Landlord will provide a common plumbing vent connection for Tenant's sanitary sewer and grease waste sewer vent connections.

- (d) For restaurant tenants, Landlord shall provide a point of connection as per Landlord's Drawings within the Premises for Tenant's 4" connection to the shared grease interceptor system
- 2. Domestic Water Main. Landlord will provide a 3/4" domestic water service for office tenant, and 1 1/2" domestic water service for restaurants with shut off valve stubbed to the Premises.
- D. Storm Sewer. Landlord's storm sewer system shall be installed through the Premises at various locations and connected to the site storm drainage system.
- E. Natural Gas. Gas service shall be supplied to the perimeter of the building at a location designated by the Landlord. Tenant shall establish service with the gas company, at which the gas company shall set the Tenant's meter at the location designated by the Landlord. Gas service from the point of connection to the Tenant's equipment shall be the Tenant's responsibility.
- F. HVAC and Refrigeration.
 - 1. Tenant shall supply its own roof top mounted split system HVAC equipment located within the Landlord designated installation zone as indicated on Landlord's Drawings. Any supplemental framing required by Tenant's equipment shall be furnished and installed by Tenant at Tenant's expense.
 - 2. Landlord will provide chases at designated locations for Tenant's refrigerant lines and power/control conduits.
 - 3. Landlord shall provide louvered openings in the Building exterior wall for Tenant's fresh air intake and exhaust duct connections. Tenant shall field verify, and confirm with Landlord's representative, all louvers available for Tenant. These louvers are not to be used for kitchen makeup air or exhaust.
 - 4. For ground level restaurant tenants in a multi-story building, Landlord will provide a designated shaft location (no shaft walls, ductwork, or slab penetrations) to be utilized by Tenant.
- G. Fire Protection. Landlord will provide a sprinkler system composed of risers and distribution piping for core/shell code minimum requirements with upright heads.
- H. Electrical. Electrical service available for the Premises shall be 277V / 480V 3 phase 4 wire, 60 cycle with a maximum of 15 watts/SF (office tenants), 20 watts/SF (retail tenants), and 50 watts/SF (restaurant tenants). Electrical service shall be supplied to a raceway located in the building (location designated by

Landlord). Landlord shall provide (1) 3" conduit with pull-string (no cable or wire) from a location above the raceway to the perimeter of the Tenant's Premises. Tenant shall establish service with the electric company. The Tenant's meter can and meter shall be set by the electric company at Tenant's expense. The cost of any such meters (including installation, maintenance and repair) shall be paid by Tenant. The Tenant shall coordinate suitable location of meter on the raceway with the Landlord. LANDLORD SHALL NOT BE LIABLE IN DAMAGES OR OTHERWISE FOR ANY FAILURE OR INTERRUPTION OF ANY UTILITY SERVICE BEING FURNISHED TO THE TENANT'S PREMISES EXCEPT TO THE EXTENT CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL ACT. NO SUCH FAILURE OR INTERRUPTION SHALL ENTITLE TENANT TO TERMINATE THIS LEASE OR TO ABATE PAYMENT OF ANY PORTION OF THE RENT OR ANY OTHER CHARGES DUE HEREUNDER.

I. **Low Voltage Systems.**

1. **Telephone:** Landlord shall provide one (1) 1 ½" telephone conduit with pull-string, stubbed into the Premises from a central telephone demarcation point. Tenant shall establish service with the telephone company. Installation to the Tenant's Premises by the telephone company shall be at Tenant's expense.

- J. **Fire Alarm.** Landlord will install a fire alarm in accordance with core/shell code minimum requirements.

K. **General Provisions.**

1. Minor changes in Landlord's Work which may be necessary during the design or construction of the Premises shall not in any way invalidate the terms of the Lease or this Work Letter nor shall any such changes require that Landlord provide any work not described herein.
 2. Landlord shall have the right to specify or change the location at any time of all storefront openings, louvers and grilles, signage, exterior lighting fixtures, electrical and low voltage conduits and devices, fire alarm conduits and devices, utility lines, chases, sewer lines, water lines, drains, sprinkler piping, heads, and valves, and such other facilities within the Premises as necessary to comply with engineering design and/or Applicable Law. It shall remain Tenant's sole responsibility to field verify all infrastructure conditions prior to preparing Tenant's Drawings (defined below) and once again prior to commencement of Tenant's Work.
3. **TENANT'S DRAWINGS.** Tenant, at its sole cost and expense, shall perform or cause to be performed all design work for the Premises, including all drawings, specifications, calculations, or other documentation required to perform any items of work which are not

defined as a requirement of Landlord's Work in Section 2 above. Tenant shall be fully and solely responsible for compliance with Tenant's Construction Requirements.

A. **Tenant's Architect.** Within thirty (30) days after the Date of Lease, Tenant shall, at Tenant's sole cost and expense, hire an architect and engineer registered in the State of Texas to prepare Tenant's drawings depicting Tenant's Work in order to obtain Landlord's approval and to obtain all applicable permits from all authorities having jurisdiction. Tenant shall be responsible for field verification of all dimensions as well as location and sizing of architectural, structural and mechanical, electrical and plumbing items within and serving the Premises prior to preparing plans. Landlord shall provide Tenant with CAD files of the Premises outline following Tenant's written request therefor.

B. **Review of Tenant's Drawings.**

1. Within ninety (90) days after the Date of Lease, Tenant shall deliver to Landlord Tenant's preliminary drawings describing Tenant's Work in accordance with Tenant's Construction Requirements. Landlord shall promptly review the preliminary drawings and notify Tenant's Architect of the matters, if any, of which Landlord disapproves. Landlord shall return such set to Tenant or Tenant's architect. The preliminary drawings bearing Landlord's approval shall become and are hereinafter referred to as the "***Preliminary Plans***".
2. Within ninety (90) days after the date of Landlord's approval of the Preliminary Plans, Tenant shall, at Tenant's sole cost and expense, cause Tenant's architect to deliver to Landlord all applicable final architectural, structural, mechanical (HVAC and plumbing), and electrical working drawings and specifications.
3. Landlord shall promptly review such proposed final working drawings and specifications and notify Tenant's architect of the aspects, if any, of which such proposed final working drawings and specifications fail to conform to the Preliminary Plans and/or Tenant's Construction Requirements. Within fifteen (15) calendar days after receipt of any such notice from Landlord, Tenant or Tenant's architect shall cause the proposed final working drawings and specifications to be revised in such manner as is required to obtain Landlord's approval and shall submit the revised proposed final working drawings and specifications for Landlord's approval. Landlord shall return such set to Tenant or Tenant's architect as "***Final Working Drawings***".
4. Landlord's review and approval of Tenant's plans, working drawings and specifications is for compliance with Landlord's criteria only, and this approval does not relieve Tenant of responsibility for compliance with the Lease, field verification of dimensions and existing conditions,

discrepancies between Final Working Drawings and “as built” conditions of the Premises, coordination with other trades, job conditions and compliance with all Applicable Laws in connection with Tenant's Work.

5. After Landlord's approval of the Final Working Drawings, no changes shall be made in the Final Working Drawings except with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, delayed or denied. However, in the course of construction Landlord may make such changes in, on or about the Building or the Premises as may be required as a result of “as built” conditions. During all phases of plan development and prior to bidding plans or commencing construction, Tenant or Tenant's architect and engineers shall make a physical on-site inspection of the Premises to verify the “as built” location, physical conditions and dimensions of the Premises and conformance of the Final Working Drawings therewith. Failure to do so shall be at the sole risk and expense of Tenant. No responsibility for proper engineering, safety, design of facilities or compliance with all applicable governing codes and regulations is implied or inferred on the part of Landlord by any such approval.
6. The approval by the Landlord's agent of any drawings shall not constitute an implication, representation or certification by Landlord or Landlord's agent that either said drawings or Tenant's Work represented thereby is accurate, sufficient, or in compliance with Tenant's Construction Requirements, the responsibility for which is solely Tenant's.
7. Tenant shall commence Tenant's Work promptly after Landlord's approval of the Final Working Drawings, but not prior to the date that the Premises are in the condition for delivery by Landlord.

C. **Structural Loads and Modifications.**

1. The Final Working Drawings shall include any proposed structural modifications to the Building that may be required for Tenant's Work, such as modifications, additions, openings, or reinforcement for specific added loads.
 - (a) Tenant shall provide initial written documentation of its proposed structural modifications for Landlord's approval of the design concept. After securing written approval from Landlord for the proposed concept for any contemplated structural changes, Tenant shall coordinate through Landlord to obtain information from, and provide information to, Landlord's SEOR to develop proper documentation for the design and engineering of such changes. This coordination and any resulting charges from Landlord's SEOR shall be paid for by Tenant.

- (b) Tenant's modifications shall leave the structure of the Building as strong as or stronger than original design. Tenant's design shall not diminish any structural capacity of the Building that may be required for use by other tenants.
 - (c) The final design for any structural modifications of Building shall require review and written approval by Landlord and by Landlord's SEOR. The cost of such reviews shall be paid for by Tenant; or if paid for by Landlord, the cost of said reviews shall be deducted from the Tenant Improvement Allowance (defined below).
- 4. **TENANT'S WORK.** Tenant, at its sole cost and expense, except for the Tenant Improvement Allowance set forth in **Addendum One** attached hereto shall perform or cause to be performed all construction in the Premises which will be required for Tenant to operate the Premises in accordance with Tenant's Permitted Use (as defined in the Lease) and which are otherwise not defined as a requirement of Landlord's Work in **Section 2** above ("*Tenant's Work*").
 - A. **Building Structure.**
 - 1. **Structure.** Tenant shall not modify the structural systems of the Landlord's building shell in any way without prior written approval from Landlord and Landlord's SEOR as described in **Section 3** above.
 - 2. **Methods of Attachment.** Tenant shall follow Tenant's Construction Requirements and Landlord's SEOR's recommendations for attachment of Tenant's Work to Landlord's structure and secondary framing.
 - 3. **Concrete Slabs.**
 - (a) On elevated slabs, any proposed modifications, including but not limited to penetrations, core drilling, channeling, or saw cutting, which are required by Tenant's Work, shall be designed and sealed by a Texas licensed structural engineer, and shall be subject to the written approval of Landlord and Landlord's Structural Engineer.
 - (b) It is the responsibility of Tenant to level and prepare the floor surface as required to provide all finish flooring by Tenant within the Premises. Tenant will be responsible for installation of the concrete deck at the leave-out provided by Landlord as per the specifications established in the Tenant Criteria Manual.
 - 4. **Waterproofing.** For elevated locations, Tenant shall provide a Landlord-approved waterproof membrane immediately below Tenant's finish floor

in all rooms with plumbing fixtures or floor drains (including but not limited to kitchen areas, toilet rooms, janitor closets, mechanical rooms, etc.). Waterproofing membrane shall extend 12" up all walls in these rooms.

B. Premises Envelope.

1. Exterior Walls. Tenant shall provide exterior wall insulation thickness required by authorities having jurisdiction, and 5/8" type X gypsum board from floor to deck on interior face of all exterior studs.
2. Windows and Storefronts. Tenant is responsible for any modifications to the storefront provided by Landlord. All modifications to the storefront must be approved by Landlord in writing, and comply with the guidelines established in the Tenant Criteria Manual. Installation of the storefront system at the Pavilion Building will be by the Tenant, and subject to the guidelines established in the Tenant Criteria Manual.
3. Walls at Service and Egress Corridors, and Other Nonrated Walls. Tenant shall provide sound batt insulation the full depth of the stud space, and 5/8" type X gypsum board from floor to deck on the Premises side of service and egress corridor studs, or any other non-rated common area stud walls adjoining the Premises which are provided as part of Landlord's Work.
4. Stairwell, Elevator Shaft, and Other Rated Walls. Where Landlord has constructed full rated wall assemblies to separate the Premises from the Common Areas and elevator shafts, Tenant's Work shall include all work necessary to provide proper drywall finish on the interior side of the Premises, as well as all Tenant finishes.
5. Demising Walls. Demising walls adjoining the Premises shall be constructed by Tenant with 6" cold-formed 18 gauge metal studs, batt insulation with 5/8" type X gypsum board on the Premises side of the demising wall continuous from slab to deck. Demising wall to comply with the fire rating required by the applicable building code.
6. Penetrations. Tenant shall completely seal all wall, roof, and floor perimeters and penetrations (whether the penetration is fire rated or not).
7. Sound Attenuation. If Tenant intends to use any type of music system or equipment in the operation of Tenant's business in the Premises which generates sound or vibration within the Premises, Tenant shall provide such additional acoustical treatment to the Premises envelope (floors, walls, ceilings) as may be needed to ensure that sound transmission levels

do not create a nuisance or interfere with, annoy or disturb any other tenant in the Project or Landlord in the management of the Project.

8. Awnings/Signage. Any of the following items that are required as part of Tenant's Work associated with exterior walls, storefronts, terraces, or patios of the Premises shall be subject to prior written Landlord approval:

- (a) All exterior awnings, trellises, planters, plantings, signage, exterior lighting or other fixtures,
- (b) Furnishings or other improvements at patio areas and terraces, and/or
- (c) Any other object to be installed or located on the exterior of the Premises.

9. Terraces and Patios.

- (a) The Final Working Drawings shall fully describe any proposed furniture installations or modifications to any terraces and Patios assigned to Tenant as part of Premises in the Lease.
- (b) Tenant shall be required to install a perimeter barrier to control access to any patio or terrace area and limit access to such areas to Tenant's customers only. When required by any applicable liquor laws, the perimeter barriers shall be of a height required to comply with such laws.
- (c) Terrace and patio area floor finishes will be supplied and installed by Tenant, subject to the criteria established in the Tenant Criteria Manual.

C. **Interior.**

- 1. Ceilings. All ceiling and ceiling systems within the Premises, including any cooking area, are the responsibility of Tenant as per the Tenant Criteria Manual.
- 2. Interior Walls & Finishes. All interior walls, exterior wall gypsum board, demising wall gypsum board, finishes, and floor finishes, are the responsibility of Tenant within the Premises, subject to the guidelines established in the Tenant Criteria Manual and in a manner comparable to stores of a similar nature in the Project.
- 3. Restrooms. Restrooms that meet or exceed Applicable Law requirements shall be provided within the Premises and shall be the responsibility of

Tenant. If local or state jurisdictions require two restrooms (for men and women), drinking fountain, mop sink, etc., then Tenant shall be responsible to further meet all such requirements at Tenant's sole cost.

D. **Plumbing.**

1. **Sewer connection.** Tenant shall connect all sanitary sewer lines to the sewer connections provided by Landlord and shown in Landlord's Drawings. Tenant is responsible for all piping and maintenance from plumbing fixtures to connection provided by Landlord. Tenant must notify Landlord 24 hours prior to connecting to Landlord's sanitary or grease waste main. Landlord shall have the absolute right to enter upon the Tenant's Premises to perform such cleaning and clearing of the pipes and drains servicing the Tenant's Premises (including roto-rooter service), and any grease traps servicing the Tenant's Premises, as Landlord shall deem necessary.
2. **Domestic Water.** Tenant shall provide a domestic water sub-meter at Tenant's expense in a location designated by Landlord. Tenant shall provide all required domestic water piping from Tenant's supply valve and meter to all fixtures, and shall provide complete plumbing system as required by Applicable Law. All service fees and deposits shall be at Tenant's expense.

E. **Natural Gas Service.** Natural gas service will only be available for restaurant tenants. Tenant shall connect gas line to the gas connections provided by Landlord and shown in Landlord's Drawings. All extensions of the gas distribution system from the designated meter location within the Premises are the responsibility of the Tenant.

F. **HVAC and Refrigeration.**

1. **HVAC System.** Tenant shall provide a complete HVAC system for Tenant's Premises. Tenant's HVAC system shall be constructed in accordance with the design criteria set forth in the Tenant Criteria Manual.
2. **Other Rooftop Equipment.**
 - (a) Where Tenant requires more extensive rooftop equipment, including kitchen ventilation and grease ducts, refrigeration compressors and condensers for freezers and coolers, or any other rooftop equipment, Tenant shall not proceed until written approval of Landlord and Landlord's SEOR.
 - (b) Tenant shall provide any roof curbs, rails, framing reinforcement, secondary framing, flashing, fire rated shafts, openings in roof or

floors, or other work required for complete installation of Tenant's rooftop equipment and ductwork. The location of fire rated shafts and openings in roof or floors must be approved in advance by Landlord.

- (c) All work interfacing with Landlord's roof must be performed by Landlord's roofing contractor at Tenant's sole cost and expense.
- 3. Any rooftop equipment serving the Premises shall be provided with vibration isolating curbs, and shall be installed and operated in a manner that prevents roof leaks, damage, and noise or vibration transmission to the structure or interior spaces.
- G. **Fire Sprinkler/Fire Alarm/Life Safety Systems.** All rework and modification of the fire protection, fire alarm and life safety systems as required for Tenant's needs beyond Landlord's standard delivery, including additional head drops, piping reconfiguration and relocation, and any applicable system shut-down fees. Tenant shall be responsible for all final inspections of the portions of the Property fire alarm system which exclusively perform detection for the Premises. Should the Tenant add any devices or modify in any way the Landlord's standard fire alarm system as part of Tenant's Work, then Tenant shall be responsible to properly incorporate any changes with Property fire alarm system and shall make any additions and modifications compliant with all municipal and code requirements. Tenant is required to use Landlord's designated subcontractor(s) for the installation of the fire sprinkler system, and connection of the fire alarm system to the building fire alarm system
- H. **Electrical.** All electrical distribution systems (e.g. panels, transformers, wiring and lighting) shall be installed within the Tenant's Premises shall be included in Tenant's Work. Landlord will direct electricians as to where and how electrical, telephone and telegraph wires are to be introduced to the Tenant's Premises. No boring or cutting for wires shall be allowed without prior consent of Landlord.
- I. **Low Voltage Systems.** All telephone, data and security systems in the Premises, including the communication lines to the Landlord's service backboard, shall be included in Tenant's Work and must comply with Applicable Laws. The location of telephone call boxes within the Tenant's Premises shall be subject to the approval of Landlord.
- J. **Equipment Screening.** Tenant shall not place mechanical or electrical equipment, antennas, or similar items on the roof or the exterior of the building without the prior written approval of Landlord. All such equipment (other than standard-size condensing units), if allowed, shall be screened from the view of the public from any point within the Project. All screening materials, construction details, and construction techniques are subject to the requirements of the Tenant

Criteria Manual and shall be approved by Landlord in writing prior to any such work by Tenant.

- K. **Signage.** Tenant shall provide and install interior and exterior signage with all the associated wiring, conduits and anchorage in accordance with the Tenant Criteria Manual. Such sign plans must be approved by Landlord prior to fabrication and installation of any and all signs in accordance with **Exhibit "G"** attached hereto. The Landlord shall have the right to establish the required hours of illumination of any building, pylon, or monument sign. All signs and their installation must comply with all local building and electrical codes and bear a U.L. placed in an inconspicuous location.

5. **MISCELLANEOUS REQUIREMENTS.**

A. **Pricing, Bids and Construction Contract.**

1. **Proposed Contractors.** Following receipt of the Approved Construction Documents, Tenant will promptly price the construction of the Tenant's Work in accordance with the Approved Construction Documents and furnish to Landlord written notice of the names of the general contractor, subcontractors, and suppliers Tenant proposes to use for executing the Work.
2. **Tenant's Contractors.** "*Tenant's Contractor*" shall mean a fully qualified and properly licensed contractor selected by Tenant, identified in Tenant's written price estimates, and approved in writing by Landlord at least thirty (30) days prior to the commencement of construction to act as the general contractor responsible for construction of the Tenant's Work. "*Tenant's Subcontractors*" shall mean Tenant's architect, engineers, employees, agents, subcontractors and suppliers selected by Tenant or Tenant's Contractor, identified in Tenant's written price estimates, and approved in writing by Landlord to contribute to the construction of the Tenant's Work.
3. **Tenant's Construction Contract.** Prior to commencing Tenant's Work, Tenant or Tenant's Contractor shall provide Landlord with a copy of the original contract(s) under which the Tenant's Work will be performed. Landlord reserves the right to condition commencement of the portion of the Tenant's Work covered by such contract(s) upon execution of an amendment to such contract(s) to correct provision that in Landlord's sole judgment pose an unreasonable threat to Landlord, the Building, or the Project, although Landlord shall have no liability for review or failure to review such contract(s).
4. **Change Orders.** All change orders must be approved in advance in writing by Landlord.

B. **Construction Rules.**

1. **Construction Rules and Regulations.** Access to the Project, Building, and Premises during construction of the Tenant's Work is conditioned upon compliance with Landlord's Contractors' Rules, Regulations and Insurance Requirements (Tenant-Controlled Work) ("***Construction Rules***"), attached hereto as **Schedule One** to this **Exhibit "C"**, as distributed and amended from time to time. Tenant's execution of the Lease shall be deemed Tenant's confirmation that it is familiar with all the Construction Rules and will abide by them. Tenant's Contractor shall execute the Construction Rules and such execution will be confirmation that it is familiar with all the requirements of the Construction Rules and will abide by them. Tenant shall provide Landlord with a signed certificate in the form attached hereto as **Schedule Two** to this **Exhibit "C"** from each Subcontractor and supplier confirming that they are familiar with all the requirements of the Construction Rules and will abide by them.
2. **Affidavit by Tenant's Contractor.** Tenant will require that Tenant's Contractor shall (i) furnish Landlord an affidavit signed by Tenant's Contractor and (ii) insert in each subcontract a provision that each of Tenant's Subcontractors understands and agrees that it must look solely to the Tenant for payment and it has no mechanic's, material men or other lien rights on the Building in the event Tenant fails to pay them. The form of affidavit required by Landlord is attached as **Schedule Three.**

C. **Preconstruction Requirements.**

1. Prior to commencing Tenant's Work in the Premises, Tenant and/or Tenant's Contractor shall have provided to Landlord:
 - (a) Tenant's Contractor's contact information.
 - (b) Subcontractor list with contact information for each subcontractor.
 - (c) A security deposit in the amount of \$5,000.00 payable to Landlord, to be held in a non-interest bearing account and against any unpaid charges accrued by Tenant's Contractor, with any remaining balance to be refunded upon completion of Tenant's Work.
 - (d) Tenant's Contractor's insurance certificate as required by the Construction Rules.
 - (e) Copies of all Building permits.

- (f) Detailed construction schedule.
 - (g) Itemized statement of design and construction costs.
 - (h) One full sized paper copy, and one disk with full sized PDF scans, of the Final Working Drawings stamped and approved for Tenant's Building permit.
2. Prior to commencing Tenant's Work in the Premises, Tenant and Tenant's Contractor shall have requested and attended a preconstruction meeting with Landlord's tenant construction coordinator. Tenant shall request such meeting with at least ten (10) days prior notice to Landlord. All required information listed above must be provided at the preconstruction meeting.

D. **Insurance.**

- 1. Tenant shall cause Tenant's Contractor to secure, pay for and maintain, for all periods of construction and fixturing Tenant's Work within the Premises, all of the insurance policies required in the amounts as set forth in the Construction Rules. Tenant shall not permit Tenant's Contractor to commence any work until all required insurance has been obtained and certificates evidencing such insurance have been delivered to Landlord.
- 2. The insurance required under this Exhibit shall be in addition to the insurance required to be procured by Tenant pursuant to the Lease.

E. **Landlord Performance on behalf of Tenant.**

- 1. Following reasonable notice to Tenant (which shall be waived in the event of work required to mitigate an imminent hazard to life or property), Landlord shall have the right to perform, on behalf of and for the account of Tenant, which shall be subject to reimbursement for the cost thereof (plus a fifteen percent [15%] administrative fee) by Tenant:
 - (a) Any of Tenant's Work which Landlord deems necessary to be done on an emergency basis; or
 - (b) Any of Tenant's Work which is required in order for Landlord to obtain a certificate of occupancy of the Project (or for the building containing the Tenant's Premises).

6. **COMPLETION OF CONSTRUCTION.**

- A. Tenant shall not be permitted to, and shall not, open for business in the Premises until the Opening Requirements (as hereinafter defined) are met. In order that

Landlord shall have assurance that the Premises shall be in a good and safe condition, in compliance with all laws, that adequate insurance has been obtained, that the Premises has been constructed in accordance with this Work Letter and that Tenant's obligations under the Lease have been performed, the following requirements (the "*Opening Requirements*") shall be satisfied:

1. Prior to Tenant obtaining a certificate of occupancy for the Premises, Landlord shall have the right to enter the Premises at all times for the purposes of observing Tenant's Work, but such right shall not give rise to a duty on the part of Landlord or its representatives or agents to discover errors or omissions in Tenant's Work.
 2. Prior to opening of the Premises for business, Tenant shall deliver to Landlord a copy of the permanent certificate of occupancy or its equivalent; and all evidence typically required in the jurisdiction where the Center is located to provide evidence of compliance with all applicable building and fire codes and all other Applicable Laws.
- B. No approval by Landlord shall make Landlord responsible for the condition of the Premises or constitute a representation by Landlord of compliance with any applicable requirements or constitute a waiver of any rights and remedies that Landlord may have under this Lease or at law or in equity. If Tenant shall open the Premises in violation of the requirements of this **Paragraph 6(B)**, such action by Tenant shall constitute an Event of Default under this Lease. On the date Tenant opens for business in the Premises, Tenant shall be deemed to have accepted the Premises and agrees that it is in the condition, with respect to any of Landlord's obligations, which is required under this Lease. The Opening Requirements shall apply not only to Tenant's initial construction, but to any subsequent opening after any temporary closure, casualty, damage or permitted alterations.
- C. Upon completion of Tenant's Work, Tenant shall deliver to Landlord the following within thirty (30) days:
1. Tenant's notarized affidavit that Tenant's Work has been completed to Tenant's satisfaction and in strict accordance with the Final Working Drawings and Tenant's Construction Requirements, which affidavit may be relied on by Landlord. Any deliberate or negligent misstatement, or any false statement made by Tenant therein, shall constitute a breach of this Lease.
 2. The notarized affidavit of Tenant's Contractor stating that Tenant's Work has been completed in accordance with the Final Working Drawings and that all subcontractors, laborers and material suppliers engaged in furnishing materials or rendering services for Tenant's Work have been paid in full.

3. A final notarized unconditional waiver of lien with respect to the Premises executed by Tenant's Contractor and, if requested by Landlord, final notarized, unconditional waivers of liens executed by each subcontractor, laborer and material supplier engaged in or supplying materials or services for Tenant's Work. All waiver of lien documents must, in every circumstance, be totally unconditional releases.

D. **Temporary Services.**

1. **Temporary Electrical Services.** If Landlord provides temporary electric service, Tenant shall request permission to connect temporary lines to the power source for service to the Premises. Landlord has the right to charge the Tenant or Tenant's Contractor a pro-rata share of the costs of any temporary electrical services.
2. **Temporary Trash Removal and Toilet Facilities.**
 - (a) During initial construction, fixture installation, and stocking, Landlord may, at Landlord's option, provide trash removal service from and temporary toilet facilities within the service areas. Tenant or Tenant's Contractor shall reimburse Landlord for any such services.
 - (b) Should Landlord not provide this service the Tenant shall be responsible for a periodic trash removal program and temporary toilet facilities acceptable to Landlord, and located where directed by Landlord. Tenant shall be responsible for keeping the area around all of its temporary facilities clean and free of debris or hazards.

E. **Construction Deliveries.** Tenant shall be responsible for the cost and receipt of all deliveries and unloading of all materials pertaining to Tenant's Work. Landlord may reasonably adjust delivery times and locations as needed. Storage of equipment and materials shall be confined to the Premises.

F. **Field Conditions.** Tenant, Tenant's Contractor, and/or Tenant's designated representative shall verify existing conditions pertaining to the Premises prior to and after commencement of construction of its Premises. Tenant shall reasonably coordinate Tenant's Work with the Landlord's Work, the work of other tenants, and with existing conditions above, below and adjacent to the Premises. Tenant shall make changes to Tenant's Work as required to accommodate such work or conditions.

7. **INDEMNIFICATION AND RELEASE FOR LIABILITY.** Tenant hereby indemnifies and holds harmless Landlord's manager and Landlord's contractor from and

against any and all losses, damage, costs (including cost of suit and attorney's fees), liabilities or causes of action arising out of or relating to the Work, including but not limited to personal injury, property damage, mechanic's material men or other liens or claims (and all costs associated with them) asserted, filed or arising out of any Work except for losses, damage, costs, liabilities or causes of action resulting from the negligence or misconduct of Landlord.

8. **BONDS**. Unless Landlord shall agree to the contrary in writing, all of the Work shall be covered by payment and performance bonds (i) issued by each original contractor of Tenant (as principal) and a surety reasonably acceptable to Landlord, (ii) in the forms provided by Landlord and otherwise complying with Chapter 53 of the Texas Property Code, and (iii) naming Landlord as a dual obligee on the bonds, and Tenant shall take such action as necessary to perfect Landlord's interest in the bonds including filing the payment bond of record with a memorandum of contract reasonably acceptable to Landlord prior to the commencement of the Work.
9. **CONSTRUCTION MANAGEMENT FEE**. Tenant understands that the Tenant Construction Allowance will be reduced by five percent (5%) of the aggregate contract price for Tenant's Work, said amount to be Landlord's administrative fee for review of the plans, drawings, and specifications for Tenant's Work, including the mechanical systems, and periodic inspections of the construction. Any keying charges incurred will be an additional cost and will be deducted from the Tenant Construction Allowance.

[END OF LANDLORD WORK LETTER EXHIBIT]