

SCHEDULE ONE
TO
WORK LETTER

CONTRACTORS' RULES, REGULATIONS AND INSURANCE REQUIREMENTS

(TENANT-CONTROLLED WORK)
CREEKSIDE VILLAGE GREEN

_____, 2013

TENANT: _____

TABLE OF CONTENTS:

I.	INTRODUCTION	1
II.	CONTRACTOR APPROVAL	1
III.	PLAN APPROVAL	2
IV.	PERMITS/CERTIFICATES	2
V.	INSURANCE	2
VI.	CONSTRUCTION SCHEDULES	5
VII.	WORKERS CONDUCT	5
VIII.	CONSTRUCTION/SPECIAL CONDITIONS	5
IX.	SALVAGE ITEMS	11
X.	SECURITY	12
XI.	LIFE SAFETY	13
XII.	GENERAL REQUIREMENTS	14
XIII.	POSTING OF RULES AND REGULATIONS	15

I. **INTRODUCTION**

The intent of these Contractors' Rules, Regulations and Insurance Requirements is to establish working criteria for all construction and/or maintenance activity that may take place at 26400 Kuykendahl, The Woodlands, TX 77389.

II. **CONTRACTOR APPROVAL**

All Contractors must be approved through the Landlord's Representative prior to the start of Work.

A. Contractor shall be required to use the fire alarm contractor designated by Landlord's Representative.

B. Contractor shall be responsible for its own waste disposal.

III. **PLAN APPROVAL**

Two (2) full sets of plans and specifications of the Work to be performed by Tenant's Contractor must be submitted to and receive Landlord's approval prior to the start of Work.

IV. **PERMITS/CERTIFICATES**

Permits and Licenses necessary for the completion of work shall be secured and paid for by the Contractor. A copy of the building permit for Tenant's Work must be delivered to Landlord's Representative for approval prior to the start of Work. A copy of all permits will be posted, at all times, in a readily accessible area at the construction site. Upon completion of work, the contractor shall immediately supply to Landlord the following items:

1. Certificate of Occupancy
2. Warranty Information (3 copies)
3. Operations and Maintenance Manuals, when applicable
4. As-built drawings. Hard copy and disk with bound Auto Cad Drawings matching the hard copy set; copy of record specifications
5. Final Release and Unconditional Waivers of Lien
6. Copies of all permits related to the jobs
7. Substantial and Final Completion Certificates

Tenant's Contractor shall provide Tenant and Landlord with a minimum one year warranty from the later of the date of final acceptance by Landlord or issuance of final certificate of occupancy for the Premises. The warranty shall apply to all work, materials, and equipment provided as Tenant's Work.

V. **INSURANCE**

A. Prior to commencement of work, Contractor shall provide Landlord a certificate of insurance, in compliance with the requirements outlined herein. The certificate will show Landlord as the certificate holder and name the following additional insureds:

1. Town Center Development Company, L.P.
2. The Woodlands Land Development Company, L.P.
3. ~~PM Realty Group LP~~ Howard Hughes Management Services Company, LLC
4. The Howard Hughes Corporation

B. The Contractor shall procure and maintain at its expense until Final Completion, except as otherwise agreed in writing by the Contractor and the Landlord, the insurance policies described below with reliable insurers licensed in the State of Texas satisfactory to Landlord, and with policy limits not less than those indicated. The Contractor shall, at its expense, furnish to the Landlord copies of all insurance policies required under this Article.

C. Worker's Compensation Insurance in accordance with the laws of the State of Texas and Employer's Liability Insurance as follows:

Employer's Liability:

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

- D. Commercial General Liability Insurance (“CGL”) shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and provide for the following:

Combined single limit bodily injury and property damage per occurrence of \$1,000,000, General Aggregate Limit of \$2,000,000, fire damage (any one fire) of \$50,000 and medical expense (any one person) of \$5,000.

Such insurance shall include the following coverages:

1. Premises – Operations.
2. Contractor's Protective Liability, covering all work sublet and independent contractors.
3. Contractual Liability, including specified provision for the Contractor's obligation under any indemnity contained herein.
4. Completed Operations and Products Liability coverage of not less than \$1,000,000. Coverage shall continue to run for at least FIVE (5) years from issuance of the Final Certificate of Payment.
5. Personal Injury and Advertising Injury of not less than \$1,000,000.
6. During construction and for a minimum of five (5) years thereafter, Landlord shall be included as an additional insured under both the CGL and the commercial umbrella coverages provided by the Contractor using ISO additional insured endorsements CG 2010 10 01 (ongoing operations) and CG 2037 10 01 (completed operations). This insurance shall apply as primary insurance and non-contributory and not in excess of any valid and collectible insurance available to the Landlord with respect to any other insurance or self-insurance programs afforded to the Landlord. Contractor will ensure that its umbrella or excess liability policy is specifically endorsed so that its “Other Insurance” clause does not conflict with the requirements set forth above.
7. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices.

- E. Business Automobile Liability Insurance, with limits of liability of not less than the following:

Bodily Injury, any one person:	\$1,000,000
Bodily Injury, any one accident:	\$2,000,000
Property Damage, any one accident:	\$1,000,000

Such coverage shall include owned, hired, and non-owned vehicles.

Landlord shall be included as an additional insured. This insurance shall apply as primary insurance and non-contributory and not in excess of any valid and collectible insurance available to Landlord with respect to any other insurance or self insured programs afforded to Landlord.

- F. Umbrella Liability Insurance in an amount of not less than \$10,000,000 per occurrence and aggregate during a twelve (12) month period, above the primary liability limits provided in Subparagraphs B., C., and D. Contractor will ensure that its umbrella or excess liability policy is specifically endorsed so that its "Other Insurance" clause does not conflict with the requirements set forth above.
- G. The Contractor shall require all of its Subcontractors to provide all of the foregoing coverages, as well as all other coverages the Contractor considers necessary, unless modified or waived in writing by Landlord.
- H. All insurance policies provided by or on behalf of the Contractor shall contain a clause waiving any right of subrogation against Landlord and its agents, partners, officers, directors, and employees.
- I. The Contractor shall, before the Contract is signed, furnish Landlord with (a) a certificate of insurance that the aforementioned insurance policies have been provided, and (b) copies of all additional insured and other endorsements to the policies. Such certificate of insurance shall bear an agreement that if the insurance is canceled or changed in any manner or for any reason during the period of coverage as stated on the certificate so as to affect the certificate, the Landlord shall be given at least thirty (30) days prior written notice by the insurance company furnishing, or the Landlord requesting, such certificates.
- J. If any policy is canceled or the insurance is subject to expiration during the performance of the Contract, the Contractor shall submit evidence of replacement or renewal of the insurance before the cancellation or expiration date, or if insurance is not in effect, the Contractor shall discontinue the Work until the insurance has been provided.
- K. The insurance coverages required above are intended to stand alone and not to solely support any indemnity obligation between the parties.

VI. CONSTRUCTION SCHEDULES

The Contractor shall prepare, and submit promptly for the Landlord's Representative's information, a contractor's non-binding anticipated construction schedule for the work.

VII. WORKERS CONDUCT

- A. The General Contractor and all sub-contractors are required to comply with the Base Building Specifications, if attached hereto or hereafter delivered to General Contractor. Submittals shall be delivered to the Landlord's Representative for approval prior to installation. **Landlord's Representative is [TBD]**. If any work

is found that does not comply with the aforementioned specifications, the Contractor will be responsible for making the necessary changes in order to comply. Any such changes that are made will be at the Contractors' expense.

- B. No alcohol, drugs, or persons under the influence of alcohol or drugs are admissible on the premises at any time.
- C. No smoking is permitted in the building.
- D. No abusive language, actions or radios will be permitted. It will be the responsibility of the General Contractor to enforce this regulation on a continual basis.
- E. Contractors shall confine the use of the premises to the designated construction work area so as not to disturb other tenants in the building.
- F. Workers in an occupied lease space must wear a uniform or name tag, which clearly identifies their name and employer.
- G. The carrying of firearms of any kind in any leased premises, the building of which such premises are situated, any related garage, or any related complex of buildings of which the foregoing are in part, or any sidewalks, drives, or other common areas related to any of the foregoing, is prohibited except in the case of unconcealed firearms carried by licensed security personnel hired or contracted for by tenants for security of their premises as permitted by such tenants for security of their premises as permitted by such tenants leases or otherwise consented to by Landlord in writing.

VIII. CONSTRUCTION/SPECIAL CONDITIONS

A. Noisy Work

Any work that has the potential to disrupt normal business activity must be performed during such hours as Landlord's Representative may designate. Examples of this type of work are defined, but not limited, the following:

1. Drilling or cutting of concrete floors, or structural members.
2. Any work in which machine noise or vibration may disrupt normal office procedures.
3. Material stocking, demolition and trash removal.
4. Any work requiring access to occupied tenant space. In such cases, please allow ample time for coordination with affected tenant (24 hours minimum).
5. Any work generating excessive dust or smoke.

B. Common Areas

Contractor will take necessary precautions to protect existing property, (i.e., walls, wall coverings, carpet, floors, furniture and fixtures) and shall repair or replace to original finish, without cost to Landlord, any damage that may occur as a result of construction work.

C. Dusty Work

Contractor will notify Landlord's Representative prior to commencement of extremely dusty work (i.e., sheet rock cutting, sanding, extensive sweeping, etc.) so that arrangements may be made for additional filtering capacity on the affected HVAC equipment. Contractor will absorb the costs associated with additional filtering and returning the equipment to its original working order (i.e., coil cleaning and filter change out). Contractor is responsible for the removal of all construction related trash. Any special accommodations should be coordinated with Landlord's Representative.

D. Sanitary Facilities

Tenant shall provide and maintain temporary toilet facilities in a location and manner approved by Landlord unless sanitary facilities will be furnished to Contractor by Landlord. Contractor shall use only those facilities especially designated by Landlord's Representative.

E. Clean Up/Trash Removal

No trash shall be stored on site. Contractors shall at all times keep the site free from the accumulation of waste material and debris. Trash shall be loaded and removed from the Building immediately. Tenant shall not use Landlord's or Landlord's Contractor's dumpsters. Upon completion of work, tools, scaffolding, surplus materials, and debris shall be removed and the site left "broom clean".

The building's restroom facilities are not to be used for the disposal or cleaning of tools or paint materials.

Any and all existing materials removed and not reused in the reconstruction, except as directed by the Landlord's Representative, shall be disposed of by the General Contractor as waste or unwanted material. Materials which may be reused should be referred to the Landlord's Representative prior to disposition.

All common area projects on tenant occupied floors and tenant occupied lease area, must be swept/vacuumed on a daily basis. Trash shall be properly disposed of, and the materials organized such that the space is kept in an organized workmanlike condition. The Landlord reserves the right to direct the tenant's contractor to dispose of trash and organize the space if the frequency of trash removal becomes unacceptable. The final cleanup by the General Contractor shall encompass corridor and lease space light fixtures, walls, floors, windows, sills, mini blinds, cabinets, counters, HVAC diffusers or grilles, or blank off plates, mechanical rooms, restrooms and/or any area associates with the project.

If the Landlord is forced to clean the job site, a justified value will be deducted from the contract.

F. Government Regulations

Contractor shall comply with all applicable government regulations regarding the construction process. As a minimum, the COH building code governs and all construction must be in accordance with the COH Building Code Latest edition.

G. Indoor Air Quality

Contractor will take whatever steps necessary in order to assure that no air quality problems are created by the construction process.

H. Electrical Panel Changes

All additional electrical circuits, panels and associated metering devices will be appropriately marked as to the area and/or equipment serviced by the circuit(s) in question. All electrical panels, junction or pull boxes which have covers or doors removed or any new electrical panels, which are installed, shall be fully covered, closed or replaced.

I. HVAC

HVAC is the complete and total responsibility of the Tenant. The Tenant shall coordinate with and seek approval from the Landlord for the locations of condenser units and any other equipment needed to be located outside of the premises. All penetrations, loads, and other modifications to existing structure must be approved by Landlord's structural engineer.

The mechanical contractor shall deliver to Landlord a certified air balance report, which will verify air flow delivery per the construction drawing and be able to demonstrate to Landlord that all thermostats function correctly and are properly calibrated.

All flex ducts must be externally insulated. Duct tap cut-outs not used shall be covered with a duct plate and insulation.

J. Penetrations

All floor penetrations shall be caulked, cemented, or filled (immediately upon coring or discovery) with materials that are fire rated and match specifications of the original floor composition. **NO PENETRATIONS OR OTHER STRUCTURAL MODIFICATIONS SHALL BE PERMITTED WITHOUT THE APPROVAL OF THE BUILDING STRUCTURAL ENGINEER. DO NOT DRILL OR PENETRATE BUILDING STRUCTURAL BEAMS FOR HANGING OF MECHANICAL EQUIPMENT, PIPING, DUCTWORK OR ANY OTHER EQUIPMENT WITHOUT SUBMITTING FOR APPROVAL.**

APPROVALS MUST BE IN WRITTEN FORM, EMAILS AND OTHER WRITTEN METHODS ARE MANDATORY.

All penetrations of piping, duct work, conduits, etc. through wall partitions, and doors shall be fire sealed to the Landlord's satisfaction, in order to maintain the integrity of the structures fire safety rating.

K. Welding/Cutting Torch Use

At no time is any welding, cutting torch, or any open flame tool to be used in the building without prior approval in the form of a Hot Work Permit. Hot Work Permits can be obtained from the Landlord's Representative. If approval is granted, the contractor must coordinate the timing with the Landlord's Representative, 24 hours before the work begins, then must have an appropriate fire extinguisher present in the work area at all times that the equipment is in use.

L. Noxious Odors

Contractor shall submit manufacturers' data on all products with the potential to cause noxious odors or fumes before use. Those products deemed detrimental to the office environment must be used under controlled conditions with proper ventilation and any necessary personal protection provided after normal working hours. Failure to coordinate the use of such products with Landlord's Representative shall result in removal of the contractor from the Project. All claims for injury and damage as a result of the contractor's use of such products shall be the contractor's sole responsibility to defend.

M. Use of Varnishes/Lacquer in the Building

No varnishes, lacquers, or other odor producing products are to be used in the building. This type of work should be done off premises.

N. Light Bulbs and Ballasts

Contractor is responsible for insuring that all light fixtures in the work area are working properly and are fully operational and cleaned upon job completion. This includes replacement of tubes and ballasts as required in light fixtures that are replaced added or repositioned.

O. Lock and Key Ways

Only building standard locks and key ways are to be installed in the leased premises.

P. Hazardous Materials

Hazardous materials may not be brought onto, or stored, on the premises until obtaining written permission from the Landlord's Representative. Permission will

not be given unless such material is properly stored in appropriate containers, (i.e., flammable liquid cabinet), and all required permits are obtained from the governing authority. Hazardous materials are defined, but not limited to, the following:

Flammable Liquids	Combustible Metals
Cryogenics	Oxidizing Agents
Pressurized Gases	Flammable Solids
Liquefied Gases	Radioactive Materials/Explosives

Contractor shall provide to the Landlord's Representative, prior to the start of construction, a complete MSDS binder for all chemicals used on the job.

Q. Flammable and Combustible Liquids

The following guidelines shall apply to all work performed in the order in which they are listed:

1. the user shall make every effort to use alternate non-flammable and/or non-combustible liquids whenever possible.
2. If alternate liquids are unavailable for the work to be performed then the feasibility of removing the work from the building and performing it in an off-site shop shall be investigated.
3. If the requirements of (1) or (2) above cannot be implemented and the work must be performed in-place using flammable or combustible liquids, then the user shall submit a formal Flammable Liquids Work Procedure to Landlord's Representative for review.

The user shall submit a Flammable Liquids Work Procedure for any work to be performed using flammable and/or combustible liquids to Landlord's Representative. **Work shall not proceed without specific approval of the Work Procedure from Landlord's Representative.** The procedure shall include the following key elements as minimum:

1. Intended use – Description of work to be performed.
2. Handling of material – To include type of packaging, size (volume) of containers, transfer from container to container, etc.
3. Actual method of use – Application methods, brush, spray, rag, etc.
4. Assignment of dedicated fire watch with adequate fire fighting equipment.
5. Manufacturer's instructions for use.
6. Ventilation of area where material to be used, extractors, etc.
7. Use of signage and barricades.
8. Emergency phone numbers (call out list).
9. Material Safety Data Sheets for all material used. Procedure should specifically address the following sections of the MSDS:
 - a. Section IV – Fire and explosion hazard data
 - b. Section VII – Precautions for safe handling and use.

- c. Section VIII – Control Measures.
10. The storage of flammable and/or combustible materials. This shall be addressed in one of the following manners listed in order of preference:
 - a. Remove all materials from site at end of each work day.
 - b. Store on property in flammable material storage room, if available.
 - c. Store in approved flammable material safety locker on site.
11. As an attachment to the procedure the use shall submit an affidavit stating that they have a safety and hazard communication program, with training, as required by OSHA. Landlord's Representative is responsible for providing adequate supervision of the work to insure that all provisions of the approved procedures are being adhered to and that the work is being performed in a safe and prudent manner.

R. OSHA Requirements

Contractor shall perform all work in a safe and prudent manner and shall comply fully with all OSHA requirements including:

1. Hazard Communication (Contractor **shall provide** Company with a complete set of MSD Sheets for all hazardous materials to be used in connection with the work)
2. Lockout/Tag out
3. Fall Protection
4. Permit Required Confined Space Entry
5. Assured Grounding

Contractor shall provide for his employees and shall require his employees' use of such personal protective equipment as may be required to perform their work in a safe manner.

S. Phone/Cable Identification

All phone and data cables must be securely tagged with the tenant's name and suite number, beginning at the origin and every location where it crosses a corridor wall or adjacent tenant wall.

T. Water and Electricity During Construction

Sources of water and electricity will be furnished to Contractor without cost to him, in reasonable quantities for use in lighting, for portable power tools, drinking water, water for testing and other such common uses during construction. Contractor shall make all connections, furnish any necessary extensions, and remove same upon completion of the work.

U. Metering

All additional electrical panels and air conditioning units must be metered.

IX. **SECURITY**

A. **Building Access**

Any and all access by Contractor after normal business hours must be approved and coordinated through the Landlord's Representative. No exceptions.

All workers shall use the entrance designated by the Landlord's Representative. Upon completion of any delivery, all vehicles must be removed and parked as designated by the Landlord's Representative. Contractor shall be responsible for any parking expense. **DO NOT PARK ANY VEHICLES IN THE GARAGE UNLESS APPROVED BY THE LANDLORD. COORDINATE ALL DELIVERIES WITH THE LANDLORD OR LANDLORD'S REPRESENTATIVES.**

B. **Material Deliveries**

All deliveries and/or pick ups made by Contractor or any subcontractor or vendor must be arranged with Landlord's Representative and take place at such locations and through such entrances approved by Landlord's Representative. No vehicles may be left unattended and are governed by a thirty (30) minute parking limitation. All construction materials, tools and trash are to be transferred to and from the site as designated by the Landlord's Representative. No holding or staging is permitted at the loading docks or elevator lobbies. Propping of the elevator door is prohibited. Use of the elevator during normal business hours will be scheduled through the Landlord's Representative. There will be no materials or construction personnel hoisted on passenger elevators without Manager's prior approval and knowledge. Access to Tenant's Leased Premises shall be scheduled through Landlord's Representative. Overtime charges, if required, will be billed directly to the Tenant at Landlord's cost plus ten percent (10%) if a freight operator is required. Hoisting of materials will be available on a scheduled basis.

C. **Construction Material Storage**

1. Materials may be stored in the leased premises only. If stored materials interfere with Landlord's Work, they must be moved immediately.
2. No material will be stored in public areas.
3. No material will be stored in the elevator lobbies or public corridors in multi-tenant floors.
4. Security is strictly the responsibility of the Tenant and Tenant's Third Party Contractor.
5. Storage of materials and equipment will not exceed structural floor loading capabilities.

X. **LIFE SAFETY**

Twenty-four (24) hours notice must be submitted to the Landlord's Representative for approval for any work affecting normal operations of the MEP, sprinkler, fire safety or security systems.

The Contractor shall coordinate all fire alarm system and fire sprinkler system related work with the Landlord's Representative. None of the aforementioned work shall commence until appropriate measures have been taken, and approved, to assure that no false alarms will occur, that adequate building protection shall be maintained, and that all proper agencies have been notified of the shutdown parameters. Contractor shall be responsible for insuring restoration of such systems to normal operations immediately following completion of the work, including notification to the Landlord's Representative that the system is restored.

During construction, the Contractor shall contact the Landlord's Representative at least 24 hours prior to any work on the sprinkler system or fire alarm system so that the system may be put on "test" with the appropriate monitoring entity.

A. Draining of Sprinkler Lines

Any work, which will involve the draining and/or refilling of a sprinkler line or otherwise affect the building's sprinkler system must be approved by the Landlord's Representative and coordinated with the Fire Department as required.

B. Fire Alarm System

Should a Contractor's job include that of welding, use of a cutting torch, sprinkler system modification or any job that would interfere with the fire alarm system, or cause a false alarm, the Contractor should contact the Landlord's Representative prior to that work. All work of this nature must take place after regular business hours. Any cost associated with false alarms caused by a Contractor, or his Subcontractor, shall be absorbed by the Contractor.

XI. GENERAL REQUIREMENTS

A. Alterations to Base Building

All alterations, additions or modifications to the Base Building or its systems (as opposed to those involving only Tenant's leasehold improvements) and to the Tenant's leasehold improvements which affect the Building's structural components or mechanical, electrical or plumbing system, at Landlord's option shall, be made by Landlord or its contractors only, and Tenant shall pay Landlord's costs plus a ten percent (10%) charge to cover overhead.

B. Floor Loading

Tenant's Third Party Contractor agrees that standard office space loads over fifty (50) pounds per square foot or amounts defined by the Building structural

consultant will not be imposed on the Building structure unless shown on the drawings approved by Landlord and by the structural engineer for the Building.

C. Shipment Orders

Tenant's Third Party Contractor will not order or consign shipments to the job site in the name of Landlord or Landlord's Contractor.

D. Temporary Facilities

No extension cords for construction power or temporary plumbing hookups for construction water will be allowed in public areas of multi-tenant floors.

E. Environmental Requirements

The Tenant/contractor is responsible for all pre-demolition environmental surveys by licensed environmental consultants approved by the Landlord or its manager. Copies of all reports shall be provided to the Landlord or its manager prior to demolition activities.

XII. POSTING OF RULES AND REGULATIONS

A copy of these rules and regulations, acknowledged and accepted by the Contractor, must be posted on the jobsite in a manner allowing easy access by all workers. It is the Contractor's responsibility to instruct his and all subcontractor workers to familiarize themselves with these rules.

Contractor acknowledges that Landlord has granted a license to the Tenant and its contractors to enter the premises at 26400 Kuykendahl, The Woodlands, Texas to perform work on Tenant's leased premises. In consideration of this license the Contractor enters the premises its own risk and shall have no claim against the Landlord or Landlord's contractors for bodily damage or damage to property suffered while on the premises. Contractor accepts responsibility for the above-mentioned risk.

Furthermore, in consideration of permission granted by the Landlord to access the Leased Premises for construction by Tenant's own contractors, Contractor agrees to abide by all of the foregoing rules and regulations.

ACKNOWLEDGMENT AND ACCEPTANCE

Acknowledged and Accepted by the Contractor

Date

Name (Please print)

Title

Company Name (Please print)

A FULLY COMPLETED AND SIGNED COPY OF THESE RULES AND REGULATIONS
MUST BE RETURNED TO THE LANDLORD'S REPRESENTATIVE, PRIOR TO THE
COMMENCEMENT OF WORK.

SCHEDULE TWO
TO
WORK LETTER

LETTER OF RELEASE FROM SUBCONTRACTORS AND SUPPLIERS

Date: _____

Dear Sirs:

The undersigned understands that you, the Landlord, has granted a license to _____, the Tenant, and its Contractors to enter the premises in the building at 26400 Kuykendahl, The Woodlands, Texas 77389, to perform work on Tenant's leased premises. In consideration of this license, the undersigned subcontractor/supplier enters the premises at its own risk and shall have no claim against the Landlord or Landlord's contractors for bodily damage or damage to property suffered while on premises. The undersigned party accepts responsibility for the above-mentioned risk.

Furthermore, in consideration of permission granted by the Landlord to access the leased premises for construction by Tenant's own contractors, the undersigned subcontractor/supplier agrees to abide by all rules and regulations set forth by the Landlord in the "**Contractors' Rules, Regulations and Insurance Requirements.**"

Agreed and accepted this ___ day of _____, 20__.

[NAME OF SUBCONTRACTOR/SUPPLIER]

By: _____

Title: _____

SCHEDULE THREE
TO
WORK LETTER

AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____, President/Partner of _____ who, being by me duly sworn upon oath says:

“I, _____, affiant, have contracted with _____ the Tenant (“Tenant”) of THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P., the Landlord (“Landlord”) to furnish materials to perform labor on the premises located at the building at 26400 Kuykendahl, The Woodlands, Texas 77389 (the “Building”).

I hereby state that I am aware that I am contracting **ONLY** with Tenant and **NOT** with Landlord or the Owner of the Building or by virtue of any contract with Landlord or the Owner of the Building, or their agent, trustee, receiver, contractor(s), or any subcontractor. I understand this contract for materials and labor to improve the above-referenced premises for Tenant is solely with the Tenant and, in the event Tenant fails to pay me for my materials and/or labor, I cannot file a mechanics and material men’s lien as set out in the statutes of this state.

I hereby agree to insert in each subcontract with respect to Tenant’s work in the Building the following provision:

I hereby state that I am aware that I am contracting **ONLY** with _____, Tenant’s contractor and that Tenant’s contractor has no contract with Landlord or the owner of the Building or their agent, trustee, receiver, contractor(s), or any subcontractor. I understand this contract for materials and/or labor to improve the above-referenced premises for Tenant is solely with the Tenant’s contractor and, in the event Tenant or Tenant’s contractor fails to pay me for my materials and/or labor, I cannot file a mechanics and/or materialmen’s lien as set out in the statutes of this state.”

“Affiant”, President/Partner
of _____

SUBSCRIBED AND SWORN to before me on this ____ day of _____, 20__.

Notary Public in and for the
State of _____

THIS AFFIDAVIT DEFINES YOUR RIGHTS WITH RESPECT TO MECHANICS AND MATERIALSMAN LIENS. IF YOU HAVE ANY QUESTIONS, PLEASE CONSULT A LAWYER BEFORE SIGNING.

EXHIBIT "D-1"

NOTICE OF DELIVERY OF PREMISES

(Sample Only)

_____, 20__

Attn: _____

Re: Retail Lease dated _____, 201__, between **THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P.**, a Texas limited partnership ("*Landlord*") and _____ ("*Tenant*") for approximately 3,115 RSF of Premises on the 2nd floor of Building C at Creekside Village Green, The Woodlands, Texas.

Dear _____:

Landlord hereby gives Tenant notice that Landlord is delivering the Premises to Tenant for the purpose of performing the Tenant's Work.

Pursuant to the Lease, the Commencement Date will be the earlier of (a) 120 days from the date of this letter and (b) the date Tenant takes possession of any part of the Premises for purposes of conducting business.

Sincerely,

EXHIBIT "D-2"

CERTIFICATE OF ACCEPTANCE OF PREMISES

(Sample Only)

Re: Retail Lease dated _____, 2013, between **THE WOODLANDS LAND DEVELOPMENT COMPANY, L.P.**, a Texas limited partnership ("**Landlord**") and _____ ("**Tenant**") for approximately _____ RSF of Premises on the _____ floor of Building _____, Creekside Village Green, The Woodlands, Texas.

Landlord and Tenant agree that:

1. Except for those items shown on the attached "punch list," if any, Landlord has fully completed all Landlord Work required under the terms of the Lease.
2. The Premises are usable by Tenant as intended; Landlord has no further obligation to perform any Work or other construction (except as specified in the punch-list), and Tenant acknowledges that both the Building and the Premises are satisfactory in all respects.
3. The Commencement Date of the Lease is _____, 201__.
4. The Expiration Date of the Lease is the last day of _____.
5. Tenant's Address at the Premises after the Commencement Date is:

Attention: _____
Telephone: _____
Facsimile: _____

All other terms and conditions of the Lease are ratified and acknowledged to be unchanged.

EXECUTED as of _____, 201__.

[ATTACH APPROPRIATE SIGNATURES]

EXHIBIT "E"

RULES AND REGULATIONS

PASSAGE WAY OBSTRUCTION

Except for the outdoor patio seating area expressly provided for in the Lease, the sidewalks, entries, passages, courts, corridors and stairways shall not be obstructed by any Tenant, its employees, contractors or agents, or used by them for other purposes than for ingress and egress to and from their respective suites.

UPKEEP OF PREMISES

All glass, locks and trimmings in or about the doors and windows, and all electric globes and shades belonging to the Building shall be kept whole, and whenever broken by the Tenant or its agents or invitees, shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.

SKYLIGHTS AND WINDOWS

No floors, skylights or windows that reflect or admit light into the corridors or passage-ways, or to any other place in the Building, shall be covered or obstructed by any Tenant. If Tenant desires blinds or window coverings, they must be of such shade, color, material and make as shall be prescribed by Landlord (and any awning proposed may be prohibited by Landlord).

SIGNAGE

No sign, advertisement, display, notice, or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises, or inside, if visible from the outside of the Building, unless Landlord has approved in writing the color, size, style, and location thereof in the Building. There shall be no duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of the Building unless provided for in the Lease. In addition, no symbol, design, mark, or insignia adopted by Landlord for the Project, or any part thereof, shall be used in connection with the conduct of Tenant's business in the Premises or elsewhere, without the prior written consent of Landlord. Signs on doors will be placed for Tenant by a tradesman appointed by Landlord, the cost to be paid by Tenant. No furniture shall be placed in front of the Building or in any lobby or corridor without written consent of Landlord. Landlord shall have the right to remove all such signs and furniture without notice to Tenant, at the expense of Tenant. In the event of any conflict between the provisions of **Exhibit "G"**, Signage, and this rule, the provisions of **Exhibit "G"** shall control.

NOISE

No loud speakers, television sets, phonographs, radios, security systems, or other devices shall be used in a manner so as to heard or seen outside of the Premises without the prior written consent of Landlord and Tenant shall not permit any odor which Landlord deems objectionable or unpleasant to emanate from the Premises. No person shall disturb the occupants of the Building

by the use of any musical instruments, the making of unseemly noises, by the emission of odors or in any other way. No dogs or other animals shall be allowed in the Building, except for guide animals of disabled persons. Guide animals, however, must not bother, threaten, or harm persons unless provoked.

USE OF PREMISES

No portion of the Building shall be used for living, sleeping, residential or lodging purposes. No portion of the Premises shall be used for a purpose that may be otherwise permissible or legal which shall be deemed immoral, lewd, obscene or offensive by Landlord or other Tenants of the property of which the Premises are a part, or of a substantial part of the general public. Such uses shall include, but not be limited to, a massage parlor, "peep show" or "adult" movie theater or nightclub; or place for the sale, distribution, rental or gift of pornographic or "adult" films, books, periodicals or other literature. Tenant shall not openly display sexually oriented material in the Premises.

FIRE PROTECTION

Tenant shall not do or permit anything to be done in the Premises or the common areas of the Building, or bring or keep anything therein, which might invalidate or increase the rate of or make inoperative fire insurance on the Building or property kept therein, or any other insurance policy carried by Landlord on the Building or any part thereof, or obstruct or interfere with the rights of other Tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or conflict with any of the rules or ordinances of any city, county, state or federal authority. Tenant shall not be permitted to use or keep in the Premises or any portion of the Building any kerosene, camphene or other burning or flammable fluids or explosives without the prior approval of Landlord.

PARKING

Tenant and Tenant's employees shall park their cars only in those locations designated for that purpose by Landlord and comply with all rules associated with such parking facilities.

SALES/PROMOTION

No auction, fire, bankruptcy or selling out sales shall be conducted in, at, on or about the Premises, the Building, or any portion or portions thereof, without the prior written consent of Landlord.

STORE FRONT

Tenant shall keep Tenant's display windows illuminated and the signs and exterior lights lit each and every day of the Term of the Lease during the hours designated by Landlord.

BICYCLES

No bicycles or similar vehicles will be allowed in the Building.

MAINTENANCE OF PREMISES

Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

The walkways and sidewalk areas immediately adjoining the Premises shall be kept clean by Tenant and, except as otherwise provided in the Lease, Tenant shall not place or permit any merchandise, equipment or devices in such areas.

No awning or other projection shall be attached to the outside walls of the Premises or the Building of which they form a part without, in each instance, the prior written consent of Landlord.

DELIVERIES AND MOVES

All loading and unloading of goods and construction materials shall be done only at such times, in the areas and through the entrances designated for such purpose by Landlord.

EXCESS TRASH DISPOSAL

All garbage, refuse and waste ("*Waste Material*") shall be kept in the kind of container specified by Landlord, and shall be prepared for collection in the manner and at the times and places specified by Landlord. In no event will Tenant set Waste Material in the public areas of the Building. Waste Material is all solid waste (including recyclable materials) generated by Tenant, specifically excluding any radioactive, volatile, corrosive, highly flammable explosive, biomedical, infectious biohazardous, toxic or hazardous material defined by applicable federal, state or local regulations.

PEST CONTROL

Tenant shall use at Tenant's cost such pest extermination contractors as Landlord may direct and at such intervals as landlord may require, provided the cost thereof is competitive to any similar service available to Tenant.

CARPET DAMAGE

Tenant will be responsible for any damage to carpeting and flooring as a result of rust or corrosion of file cabinets, water staining from planters, excessive wearing by roller chairs and metal objects.

MOVES

Movement in or out of the Building of furniture, equipment or materials which requires use of elevators or stairways, or movement through the Building entrances or lobby, shall be under the supervision of, and shall be restricted to hours designated by Landlord. Such movement shall be carried out in the manner agreed upon between Tenant and Landlord by prearrangement before performance. At the time of such prearrangement, Landlord will set time, method and routing of movement as well as limitations imposed by safety or other concerns which may prohibit any

item from being brought into the Building. Tenant assumes, and shall indemnify Landlord against, all risks and claims of damage to persons and/or properties arising in connection with any said movement.

Moves are to be scheduled, unless otherwise provided, for after 5:00 p.m. Monday through Friday, and from 8:00 a.m. to 6:00 p.m. on Saturdays and Sundays, except for Holidays.

HEAVY EQUIPMENT

All safes or other heavy articles shall be carried up or into the premises only at such times and in such manner as shall be prescribed by Landlord, and Landlord shall in all cases have the right to specify the proper weight and position of any such safe or other heavy article. Any damage done to the Building by taking in or removing any safe or from overloading any floor in any way shall be paid by Tenant. Defacing or injuring in any way any part of the Building by Tenant, its agents or servants, shall be paid for by Tenant.

BUILDING HOURS

Intentionally Omitted.

PROTECTION OF PREMISES

Tenant shall have the responsibility for protecting the Premises from theft, robbery and pilferage.

WATER USAGE

The water closets and other water fixtures shall not be used for any purpose other than those for which they were intended, and any damage resulting to them from misuse, or the defacing or injury of any part of the Building shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.

ELECTRICAL AND TELEPHONE SERVICE

If Tenant desires telegraphic, telephonic or other electric connections, Landlord or its agents will direct the electricians as to where and how the wires may be introduced, and without such direction no boring or cutting for wires will be permitted. Access to any mechanical, electrical or telephone rooms must be approved by Landlord.

ALTERATIONS AND CONTRACTOR APPROVAL

All contractors and/or technicians performing any alterations for Tenant within the Building must be referred to Landlord for approval and shall, prior to commencement, execute proper lien waivers.

ANTENNAE AND AERIALS

No aerial or antenna, including but not limited to, a satellite dish, shall be erected on the roof or exterior walls of the Premises or Building in which the Premises is a part without, in each instance, the prior written consent of Landlord. Any aerial or antenna so installed without such written consent shall be subject to removal by Landlord without notice at any time.

ADDITIONAL RULES AND REGULATIONS

Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building and its occupants and for the preservation of good order therein.