

SCHEDULE I

RULES AND PROCUEDURES FOR TENANT CONTRACTORS – 3009 POST OAK BLVD

The following requirements apply only to Tenant's contractors and have been developed to ensure that modifications or improvements to the building and/or building systems and equipment are completed to meet or exceed minimum building standards while maintaining a level of safety consistent with industry standards. The review of tenant plans and/or specifications by Landlord and its insurers, consultants or other representatives, does not imply that any plans so reviewed comply with applicable laws, ordinances, codes, standards or regulations. Nor does Landlord's review or approvals imply that any work is to be performed at Landlord's expense.

Landlord has the explicit right to remove from the project any person who does not comply with these rules after one day's notice. Not adhering to or complying with safety rules and regulations is grounds for immediate dismissal.

I. GENERAL

- A. No work will be performed until the Landlord has received two (2) sets of signed and sealed drawings and specifications for review and has given written approval.
- B. All modifications to the building or the building systems and equipment must comply with state, federal and local codes and ordinances.
- C. Prior to the work commencing, a building permit must be obtained, on a floor by floor basis, and displayed and a certificate of insurance from the Tenant contractor must be furnished to the Landlord naming the as additional insureds all parties specific in the Lease. See the insurance requirements in the attached insurance exhibit.
- D. At the completion of the work, the Tenant contractor shall furnish to the Landlord two (2) hard copies of redlined "as built" as installed by the Tenant Contractor and one (1) complete CAD.DWG disk file showing the final architectural and engineering drawings. The tenant shall provide the BIM model to the owner, if it is available.
- E. The Tenant contractor must notify the Landlord of all work scheduled and must provide the Landlord with a list of all personnel working in the building.
- F. The Tenant contractor must furnish the Landlord with a list of all subcontractors including emergency phone and/or pager numbers prior to commencing the work.
- G. The Tenant contractor must provide an on-site project superintendent at all times that construction work is underway. This supervisor must be knowledgeable of the project's scope of work and have adequate on-site reference materials including plans, specifications and MSDS information on all materials used in the performance of the work.
- H. The Tenant Contractor must provide at least one on-site employee, other than the superintendent, to perform on-going and trash and debris removal from the construction space to maintain safe working conditions and allow for uninterrupted work flow due to obstructions, restrictions or safety concerns.

- I. All workers must be dressed appropriately (appropriate dress will include hard hat, eye protection, appropriate foot ware, etc.) to meet Landlords safety standards that have been provided to Tenant in writing. Shirts must be worn at all times. No shorts are permitted.
- J. All carts must be furnished with rubber and/or pneumatic tires and rubber bumpers.
- K. Smoking is not allowed in the building.
- L. The use of radios is prohibited.
- M. Prior to the start of work, windowsills, doors, frames, elevator landings, architectural flooring and other base building components must be adequately protected and the protection must be maintained. Workers must not stand on windowsills or other building components. Masonite must be utilized on the floors to traverse from the lease line at the freight elevator vestibule out onto any area of flooring that has an architectural surface applied. Masonite will be properly positioned and the edges taped together to prevent trip hazards and to maintain alignment. Corrugated plastic sheeting (4'x8' sheets, 1/4" thick) must be utilized on all core walls and doors to traverse from the lease line to the freight elevator vestibule and inside the vestibule for wall protection. Openings must be cut to allow access to electrical outlets or other devices if present.
- N. Any work that requires access to another tenant's space must first be coordinated through the Landlord at least 24 hours in advance of the scheduled need.
- O. Dumping of construction debris into building drains, mop sinks, trash dumpsters, etc. is strictly prohibited. If this does occur, the Tenant contractor shall be charged no less than \$500.00 for the cost of clearing any drain. This charge will be deducted from the billing.
- P. Base building restrooms within the construction area may be available, at the sole discretion of the Landlord, for use by the Tenant's contractor; the Landlord will provide an alternate location if required. The Tenant contractor shall be responsible for protection of, and any damage to the restroom and for cleaning and stocking of paper products during construction. All other base building restrooms shall be locked and are not to be used by construction personnel.
- Q. Use of the building stairwells for moving construction materials and construction personnel shall be limited to the stairwell designated by Landlord. No material may be brought through the Building lobby. Any damage done to the stairwell (rails, doors and frames, sheetrock, ceiling etc.) shall be repaired by the Tenant contractor at their sole expense to the satisfaction to the Landlord.
- R. The Tenant contractor shall repair all construction disturbed by the new tenant work or damaged by the Tenant contractor's or subcontractor's personnel, to the satisfaction of the Landlord.
- S. After initial occupancy of the building, no work will be performed from 8:00 am to 6:00 pm Monday through Friday and 9:00 am to 1:00 Saturday that will disturb or inconvenience any existing tenants in the building (e.g. core drilling, shooting track, noxious odors, etc.). The Landlord must pre approve any work that entails noise, vibration or noxious odors.

T. This is a pan joist concrete structure, all slabs must be x-rayed (with x-rays to be reviewed by the Landlord's structural engineer prior to core drilling), or use ground penetrating radar of slabs, and fastened to structure for any penetration greater than 3/4" diameter or length. If obstructions are detected, consult with the Landlord's engineer or relocate the core drill as necessary. Due to the post-tensioned structural beams that span between columns, drill stop devices to protect metal within a slab are required to be utilized on every drilling device. All structural revisions, including but not limited to penetrations of slabs, are to be reviewed by Landlord's engineer. Damage caused by Tenant Contractor to any tension strands with-in the post tension structure is the responsibility of Tenant Contractor.

U. Any roof related work must be performed by the roofing contractor designated by the Landlord, to maintain roof warranty.

V. The Tenant contractor shall immediately report all accidents to the Landlord in writing after first notifying the Landlord by telephone.

W. The Tenant contractor shall immediately report any type of unintentional or accidental service interruption of the buildings mechanical or electrical systems to the engineering staff by telephone or in person. Tenant contractor will make immediate repairs or corrections as needed to restore the affected system to service as approved and directed by the engineering staff.

X. Landlord shall provide the name of the manufacturer of lockset and key cores for compatibility with building master keying system; tenant must use the buildings standard hardware.

Y. The tenant contractor, nor any of the subcontractors, will be allowed to install, place or affix any type of obstruction in front of or within 24" of any service access to the HVAC fan powered boxes, fire dampers or related equipment above ceiling as directed by the engineering staff. Any obstructions must be removed or relocated upon request of the engineering staff.

II. LIFE SAFETY

A. The Tenant contractor shall furnish Landlord one set of sprinkler shop drawings and hydraulic calculations for approval by Landlord's insurance company once they are completed by subcontractor and ready for submittal to the Fire Marshall. Once approved by the Fire Marshall, the Tenant contractor shall furnish Landlord one set of the approved sprinkler shop drawings.

B. The Tenant contractor will not disconnect, tamper with, delete, obstruct, relocate, or expand any life safety equipment, except as indicated on drawings approved by the Landlord. The Tenant contractor shall not interfere with or delay any other inspection scheduled prior to Contractors inspections or testing.

C. The Tenant contractor must take necessary precautions to prevent accidental fire alarms. Any fees or costs charged to the Landlord by the local fire department that arise from accidental fire alarms caused by the Tenant contractor will be paid by the Tenant contractor. The Landlord strongly suggests that, during any work that increases the likelihood of an accidental fire alarm such as demolition or sprinkler work, a person approved by the Landlord will be designated to "watch" the fire alarm panel.

D. Any unit or device temporarily incapacitated will be red-tagged “Out of Service” and Landlord will be alerted prior to temporary outage. Any and All smoke detectors temporarily covered to prevent accidental activation by construction work, must be uncovered at the end of the work shift, EVERY DAY, NO EXCEPTIONS.

E. The base building fire alarm system shall monitor all Tenants installed special fire extinguisher/alarm detection systems. The connections to the base building fire alarm system will be at the tenant’s expense. To the extent the Premises are occupied, or same is otherwise required under Legal Requirements, fire “watch” shall also be provided by tenant contractor during any period fire alarm system is placed out of service for work or connection to base building.

F. All Tenant installed fire alarm initiation and notification devices that connect with the base building fire alarm system shall match the base building system and be approved by the Landlord.

G. All connections to the building’s existing fire alarm system are to be made only by the subcontractor specified by the Landlord.

H. All fire alarm testing will be scheduled at least 72 hours in advance with the Landlord and other Tenant contractors and must occur after normal business hours if the building is occupied.

I. Combustible and hazardous materials are not allowed to be stored in the building without prior written approval of the Landlord. Material safety data sheets (MSDS) on all materials to be stored in the building must be kept on site and a copy submitted to the Landlord.

J. Dust protection of smoke detectors must be installed and removed each day (if operational). Dust protection is required during construction to avoid false fire alarms and damaging of detector system.

K. Filter media must be installed over all return air paths to any equipment rooms prior to demolition. The media must be maintained during construction, changed regularly as needed and removed at substantial completion.

L. The building is to be fully protected by automatic sprinkler systems in accordance with Landlord’s standards and specifications.

M. All sprinkler systems and equipment are to designed and installed in accordance with the current standards of the National Fire Protection Association.

N. All sprinkler line TEE fittings, couplings or unions must be welded or threaded mechanical connections. No rubber gasket, clamp-on TEE fittings are allowed.

O. All equipment, devices and materials used in the installation must be listed by UL and FM Approved.

P. Sprinkler heads must be covered prior to any architectural painting or finish requirements in the area and should be uncovered at completion of the application process. Any and all heads covered for protection must be uncovered at the end of the work shift, EVERY DAY, NO

EXCEPTIONS. Covering of sprinkler heads prevents proper release at design temperatures in case of an event.

Q. Connections to the base building sprinkler system/standpipe riser shall be provided with a control valve and water flow alarm device. Sprinkler system control valves shall be UL Listed and FM Approved, clockwise closing, indicating valves with supervisory switches.

R. All corrective work to the fire alarm system due to the Tenant contractor's work shall be charged to the Tenant contractor.

S. All fire alarm wiring in public areas (outside of Tenant demising walls) shall be in rigid conduit.

T. No painting of fire alarm wiring is permitted in any situation. Exposed or visible wiring due to architectural design (i.e. open plenum ceiling) shall be properly secured in an orderly manner by the fire alarm contractor.

III. PARKING - LOADING DOCK

A. Tenant contractors, subcontractors and their personnel will not use the loading area for parking without first obtaining permission from the Landlord 24 hours in advance to assure dock availability. Unauthorized vehicles can be towed.

B. Deliveries and trash removal is to be done in a manner that does not disturb the quiet enjoyment of the tenants.

IV. UTILITIES

A. Utilities (i.e. electric, gas, water, telephone/cable) must not be cut off or interrupted without 48 hour notice and written permission of the Landlord.

V. SECURITY

- A. The Tenant contractor will be responsible for controlling any keys or access cards furnished by the Landlord and will return them to the Landlord. Contractor will record user information for each card and provide a working phone number for each individual to aid in control or return of cards.
- B. All contractors must sign in at the security desk and are required to present proper identification. The following forms of identification will be acceptable.
- Us Active Duty/Retiree/Reservist Military ID Card
 - Passport from any country
 - Driver's License from any country
 - Social Security Card
 - Certificate of Citizenship
 - Texas Driver's License or ID
 - Resident Alien Card
 - Temporary Resident Identification Card
 - Employment Authorization Card
- C. The Tenant contractor will be responsible for locking any secure area made available to the contractor whenever that area is unattended.
- D. The Tenant contractors may be required to wear identification badges, in which case the badges will be issued by the Landlord to the Tenant contractor.

VI. ELEVATORS

- A. No passenger elevators will be used to move construction material or construction personnel.
- B. Any costs to repair damage to the elevators including dust or dirt in machine rooms or shaft or costs for service call resulting from the Tenant contractor's operations will be charged to the Tenant contractor.
- C. Any work on the elevators, call buttons and signal lanterns must be by Kone elevators.

VII. CLEANING

- A. The tenant contractor will remove all trash and debris daily or as often as necessary to maintain cleanliness in the building(s). The building trash compactors or containers are not to be used for construction debris. Contractor will keep work area(s) clean, broom-swept, and free of debris that could be trip, slip or injury hazards.
- B. Walk-off mats and other protection must be provided at door entrances were work is being performed.
- C. Carpeting shall be protected by plastic runners or hardboard as necessary to maintain cleanliness and to protect carpets from damage.
- D. Tile, granite and wood floors shall be protected from damage as necessary.

- E. The Tenant contractor will furnish a vacuum(s) with a supply of clean bags and an operator to facilitate ongoing clean-up.
- F. Trash removal will only be done through service elevator.
- G. The Tenant contractors must remove all food cartons and related debris from the work area on a daily basis.

VIII. MECHANICAL, ELECTRICAL & PLUMBING WORK

- A. Before any new electrical or mechanical equipment is installed in the building, the Tenant contractor must submit a copy of the manufacturer's data sheets along with the complete shop drawings and submittals to the Landlord for approval.
- B. NO ENERGIZED ELECTRICAL WORK is allowed in the building or anywhere on the property that is Arc Flash PPE Category >2 (Greater than 2) without completing a formal exemption request with supporting documentation for one of the following: Additional Hazards or Increased Risk, Infeasibility (other than diagnostics or testing) or less than 50 volts. All personnel performing approved electrical work, whether energized or not, must be properly trained, certified and licensed as appropriate. Licensed third-party electrical contractors MUST obtain required approvals prior to performing energized electrical work for any reason.
- C. Any installation or modification to building HVAC or electrical systems must be first submitted to the Landlord for review. This includes base building systems as well as supplemental units and/or exhaust systems.
- D. The mechanical and electrical plans must be prepared by a licensed engineer and engineer and must show size and location of all supply and return grilles. We will require that the Landlord's MEP engineer review the MEP drawings. Tenant will pay for the cost of this review. We will notify the Tenant prior to engaging the Landlord's engineer.
- E. The tenant contractors modifying ductwork, air grilles, VAV boxes, etc., must balance the air and water systems as necessary. All air balancing is to be done in the presence of the Landlord. Two copies of all balance reports shall be submitted to Landlord for review and approval.
- F. Any chilled water or condenser water connections made to the building's piping system, must include a high quality isolation valve, (brass bodied, full port ball-type for sizes 2" and smaller. Cast iron O.S.&Y. for sizes 2.5" and larger) and adequate system drain valves.
- G. ALL copper domestic water piping and valves must be Pro-Press design construction, no solder or sweat connections allowed unless absolutely necessary. If the system piping is of a different material a dielectric union or appropriate must be installed between the dissimilar metals. All copper piping will have vibration tape installed at every hanger or vertical clamp regardless of material construction of the hangers or clamps unless the hangers or clamps come coated from the factory.
- H. No garbage disposals are allowed to be installed in the building.
- I. All valves and equipment must be easily accessible; access doors are required in drywall or other fixed construction. Drop in access panels will be required in sheet rock ceilings.
- J. Exhaust fans from cooking areas may not discharge into return ceiling plenum. Such fans will be ducted to the outside via exhaust shafts or other routes as approved by the Landlord.
- K. Where independent tenant-owned air conditioning systems are installed, an electric sub meter with an output that is compatible with the base building Energy Management System must be used or a flat rate electricity charge will be paid by the Tenant based on anticipated

consumption. The sub meter usage must be inclusive of all components including compressors, fans and water pumps.

L. The installation of tenant equipment (except emergency lighting per code) on the base building emergency power supply system (Life Safety) is not permitted.

M. Any existing mechanical or electrical systems and their controls that are to remain shall be properly commissioned. That is, at the beginning of the job the systems will be turned over to the Tenant contractor in working condition by the Landlord. Before beginning any work, the Tenant contractor should inspect the mechanical or electrical systems and their controls to ensure their working condition. The Tenant contractor should advise the Landlord of any noted deficiencies. At the end of the job, the Tenant contractor will be responsible for the proper operation of the mechanical and electrical systems. If the Tenant contractor fails to note any deficiencies at the outset of the job, the Tenant contractor will, nevertheless, be required to correct the problems before the Landlord accepts the system.

N. All circuit breaker panels and individual breakers must be clearly and accurately identified with typed panel schedules and/or labeling where applicable.

O. Tenant shall properly protect any of its mechanical equipment with prefilters, dust covers etc. prior to start of work, and shall not disturb any similar prefilters and covers covering base building mechanical equipment. Protection shall be removed and equipment wiped down at completion.

P. Energy management and building control work is to be performed by Landlord's designated subcontractor.

Q. Tenant installed equipment that supplements existing base building equipment such as VAV or FPTB boxes, fire alarm devices, control work etc., shall be identical to the existing base building equipment to facilitate warranty and maintenance operations.

R. All concealed equipment shall be located with necessary accessibility for maintenance and repair.

S. The Tenant contractor shall contact Landlord 48 hours in advance for Landlord wall and ceiling close-in inspectors.

T. No flexible conduit installed in the electrical rooms or closets with the exception of transformer connections or lighting pigtails. All runs inside the electrical rooms or closets must be in electrical metallic tubing (EMT).

U. Installation of new equipment and or changes made to the buildings existing electrical panels/systems, must meet all NEC and local code requirements including Arc Flash Study and labeling where required.

INSURANCE EXHIBIT

INSURANCE REQUIRMENTS FOR TENANT'S CONTRACTOR

Tenant's Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Tenant contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Tenant contractor's bid, unless otherwise specified.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office "occurrence" form CG 00 01 (ed. 10/93) covering commercial general liability or its equivalent.
2. Insurance Service Office form CA 00 01 (ed. 6/92) covering automobile liability, Code 1 "Any Auto" and Endorsements CA 22 32 (ed. 4/92) and CA 01 12 (ed. 6/91).
3. Workers compensation insurance as required by labor code of the jurisdiction in which the Building is located, and employers' liability insurance.

B. Minimum Limits of Insurance

Tenant contractor shall maintain limits no less than:

1. Commercial general liability: \$1,000,000 combined single limit per occurrence for death, bodily injury and property damage. Minimum \$2,000,000 aggregate. (The general aggregate limit shall apply separately to this project / location or the general aggregate shall be twice the required limit).
2. Automobile liability: \$1,000,000 per person / \$2,000,000 per accident for death, bodily injury and property damage.
3. Workers compensation and employers liability: Workers compensation limits as required by the labor code of the jurisdiction in which the Building is located and employers liability limits of \$1,000,000 per accident.
4. Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate (The aggregate limit shall apply separately to this project / location).

C. Coverages

1. General Liability and Automobile Liability Coverage

a) The managing agent of the Building, the holder of any mortgage, and their respective officers and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Tenant contractor; products and completed operations of the Tenant contractor; premises owned, leased or used by the Tenant contractor; or automobiles owned, leased, hired, or borrowed by the Tenant contractor.

The coverage shall contain no special limitations on the scope of protection afforded.

b) The contractor's insurance coverage shall be primary insurance as respects the Landlord, its officers, officials, and employees. Any other insurance or self-insurance maintained by the Landlord, its officers, officials and employees shall be excess of and not contribute with the Tenant contractor's insurance.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the agency, its officers, officials, and employees.

d) The Tenant contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

The insurer shall agree to waive all rights of subrogation against the Landlord, its officers, officials, and employees for losses arising from work performed by the Tenant contractor for the Landlord.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage limits except after advance written notice has been to Landlord.

D. Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the jurisdiction in which the Building is located, that have been approved in advance by the Landlord, with a Best's rating of no less than A:XI unless specific approval has been granted by the Landlord.

E. Verification of Coverage

The Tenant contractor shall furnish the Landlord with certificates of insurance evidencing that coverage required by this Article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on ACORD Form 27 and / or ACORD Form 25-S, or other forms that are similarly binding on insurers, which forms are to be received and approved by the Landlord before work commences. In addition, the Landlord shall require an endorsement naming the Landlord, the managing agent of the Building, the holder of any mortgage and their respective officers and employees as additional insureds or loss-payees (whichever is applicable). The Landlord reserves the right to require Tenant to deliver complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

Contractors shall include all subcontractors as insureds under their policies or shall furnish separate certificates for each subcontractor in the form described in clause E above. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial general liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

Landlord Approved Preferred Vendors to be Utilized Where Required or Directed:

- Life Safety – Fire Alarm System – SIEMENS
- Life Safety – Fire Water Protection – Capitol Fire Protection / Northstar Fire Protection / FLSA Universal / TYCO Grinnell
- HVAC – Automation & Controls – Heat Transfer Services
- HVAC – AHU's / CRAC Units – MLN, Heat Transfer Services, Daikin Applied
- Roof Scaffolding – Big City Access
- Roofing / Roof Penetrations – Chamberlin Waterproofing
- Elevators - KONE