

VENDOR TERMS & CONDITIONS

The following terms & conditions shall apply to any construction company, contractor (general or sub), supplier (material or otherwise), or vendor (collectively each a "Vendor") who does work at or upon any property or location managed by Boxer Property Management Corp. ("Boxer Property" or "Manager"), a Texas corporation, in its capacity as management company for owners of commercial buildings (collectively and individually "Owner" and identified herein) whether by written agreement (i.e. a Master Agreement, Work Order, proposal, or other document) or otherwise, in order to establish the terms and conditions pursuant to which Vendor shall perform the services, scope or work and/or provide materials:

- A. Cost. Vendor agrees that the total contract price shall not exceed the amount provided in its agreement, bid, or proposal/scope of work submitted to Boxer Property. For tenant improvement work, Vendor has reviewed and agrees to comply with unit pricing amounts established by Boxer Property on behalf of the Owner, or as necessary will provide and comply with a proposal accepted by Owner outlining the scope and pricing amounts. Vendor agrees that all work which it performs and materials it provides, or subcontracts to be performed or provided, at any property shall be invoiced according to the terms of said unit pricing or proposal, or less, if materials, labor, taxes, and/or subcontracting costs result in a lower cost to Vendor.
- B. Cost Estimates/Work Orders. Prior to undertaking any construction, alteration, renovation or addition at any property, Vendor shall wait for receipt of a Master Agreement, Cost Estimate or Work Order, setting forth the scope of the project, the amount to be paid for the project, and the completion date. The standard form of Master Agreement, Cost Estimate and Work Order can be obtained from the Boxer construction supervisor responsible for the project on behalf of Boxer.
- C. Change Orders. The scope of work set forth in a Master Agreement, Cost Estimate or Work Order, or other written agreement, and therefore the cost of any particular job, may not be changed without a written Change Order from Owner or an authorized employee of Boxer Property on behalf of Owner, prior to the work being performed or materials supplied. A Change Order shall be a written order that changes the scope of the agreement, and sets forth the increase in costs or reduction of costs, as the case may be, for such change, as approved by an authorized employee of Boxer Property, in accordance with these terms & conditions. The standard form of Change Order can be obtained from the Boxer construction supervisor responsible for the project on behalf of Boxer.
- D. Warranty. Vendor warrants labor and materials on all projects for a period of one year from completion, unless a longer period is stated in the written agreement.
- E. Vendor Duties.
 - 1. Subject to any provisions herein, or the terms of a specific agreement, Vendor shall have control of the selection of construction professionals, means and methods of work. All construction, alteration, renovation and/or additions undertaken by the Vendor shall be in conformance with all applicable codes, rules and regulations,

including amendments thereto. Vendor shall use every effort to have available at all times an adequate supply of workers and material, and to perform any work in the best way and most expeditious and economical manner consistent with the interest of Owner. Vendor will work diligently with local property staff to schedule the work so that it is of little disturbance to the occupants and visitors of the building. Vendor agrees to notify Landlord and its representative in writing of plans to interrupt power to antennae or other roof top equipment.

2. Vendor shall furnish all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the renovation and construction of the improvements, shall pay all permit and license fees, and shall renovate, construct, build and complete all improvements in a good, substantial and workmanlike manner all in accordance with an agreement, any Cost Estimate or Work Order and Change Orders to be submitted, and all documents executed pursuant hereto and thereto. In the event the Vendor cannot obtain any license or permit necessary for the completion of the scope of work, the related agreement, Cost Estimate, Work Order and/or Change Order(s) shall be null and void and all funds previously paid by Owner will be promptly returned to it. Vendor shall have all risk of loss relating to the work, and all materials stored on site or elsewhere, until the work is completed and accepted by Boxer Property on behalf of Owner.
3. All work performed under any agreement shall be conducted according to manufacturer specifications and industry standards and shall meet the code requirements effective in the municipality in which the work is performed including any applicable city or local codes, BOCA and the International Building Code. Vendor agrees to comply with the guidelines of the Occupational Safety Health Administration (OSHA). Vendor shall provide MSDS forms to the on-site manager for any chemicals, paint and/or similar material to be used as a part of the work.

F. Large Scope Projects. A Pre-Construction Meeting is to be set up for all large scope projects between Boxer Property and Vendor, to determine a plan of action that encompasses but is not limited to the following: job schedule and expectations; lines of communication for problem resolution in the field; tenants affected by work; products and materials to be used on the job; areas to be roped off, due to potential hazards; interruption of utilities and/or services; fresh air intake locations; areas of allowable access by Vendor for water, restroom, clean up, etc.; staging areas for trash, parking, etc.; daily trash removal and site clean up.

G. Invoices. The amount specified in the Cost Estimate or Work Order, as modified by any proper Change Orders, shall be submitted upon final completion of the improvements in a manner reasonably satisfactory to Boxer Property, after a walk-through inspection with the project manager, and shall be itemized as labor, material, and location of work performed, and applicable sales tax shall be shown separately on the face of the invoice. *All invoices shall be submitted to the project manager for confirmation that the scope of work was completed. A copy of the Cost Estimate or Work Order and any Change Orders must be attached.* Payment terms shall be thirty (30) days net upon satisfactory completion of work and receipt of acceptable Vendor's invoice, unless herein stated otherwise. *Any amounts that have not been invoiced by Vendor within one (1) year from the date of the Work Order*

(or Change Order as applicable) shall be deemed waived by Vendor, and shall not be required to be paid by Owner.

- H. Insurance. Vendor represents that it carries all applicable workmen's compensation and general liability insurance, and hereby indemnifies and holds harmless Boxer Property and the Landlords that it represents from any claims, damages or lawsuits arising out of or related to Vendor's work and/or presence at the property. Vendor represents that its employees are its own, that it is an independent contractor, and no employment or other relationship is implied or created by virtue of any agreement, Cost Estimate or Work Order between Vendor, Owner and Boxer Property. Vendor's employees are under its sole direction and control, and shall not be considered employees of Owner or Boxer Property. Notwithstanding any provisions to the contrary, Vendor's obligation to defend, indemnify, and hold harmless is limited to damages, costs, and losses caused by Vendor's negligent acts and omissions in performance of the work, to the extent and in proportion to Vendor's comparative degree of fault. Owner may withhold money otherwise due the Vendor to protect it and Boxer Property on this indemnity.

- I. Liens. Vendor shall not suffer or permit any mechanics' liens or other liens to be enforced against any of the properties by reason of a failure to pay for work, labor, services or materials supplied or claimed to have been supplied to Vendor or to anyone holding the Premises or any part thereof. As a condition precedent to payment, Vendor shall furnish lien affidavits and/or waivers for itself, contractor and subcontractors, as may be required by Owner, Boxer Property, or any lender as may be necessary in their respective judgment. The Boxer construction supervisor assigned to the project can provide a standard form if one is requested. Vendor agrees that no liens shall lie or attach to the job sites, the work or materials, and Vendor shall indemnify and hold Owner and Boxer Property harmless from and against such liens and all expenses incurred in discharging them.

- J. Subcontractors. Prior to or after the commencement of any work, if Vendor contracts with a third party or subcontractor, (1) Vendor shall deliver to the appropriate Boxer Property representative a copy of the agreement between the Vendor and the contractor, and (2) Vendor shall require an express provision waiving the right to file any lien or notice of lien from all contractor/subcontractors and any person or entity providing material or supplies for the work. Any and all contractors and or subcontractors shall carry sufficient general liability insurance and workers compensation insurance, of a commercially reasonable amount and quality, and provide proof upon request. Whether or not Boxer Property shall have reviewed any subcontract or agreement to determine whether it complies with this section, Vendor agrees that any request for payment made by Vendor shall constitute a representation and warranty by Vendor that every such subcontract or purchase order complies with this section. Vendor agrees to pay all contractor/subcontractors on a timely basis. Owners and Boxer Property shall have the right to refuse access to or work by any contractors/subcontractors which they do not approve.

- K. Default/Termination.
 - 1. Upon three (3) days written notice to the Vendor, Owner or Boxer Property may terminate any work and take possession and control of any materials and work if:
 - (i) Vendor is bankrupt, files for bankruptcy or involuntary bankruptcy proceedings are commenced against it and not dismissed in 60 days;
 - (ii) Vendor makes a general

assignment for the benefit of creditors, is insolvent, or is in receivership; or (iii) Vendor refuses, fails or is unable to provide the quality and quantity of materials, supplies, tools, equipment and labor necessary to complete the work in the manner required, or falls behind in payment to subcontractors or materialmen.

2. If the work is not satisfactorily completed by the agreed date of completion set out in any agreement, the cost will be reduced by 1% of the project amount per day. Vendor shall notify Boxer Property in writing of any work canceled or delayed for any reason. The completion date can only be adjusted upon Boxer Property's acceptance of Vendor's written support/justification for delays. If project completion is delayed beyond the adjusted completion date, Owner and Boxer Property shall have the right to remove Vendor from the project, complete the work by other means, and deduct all costs associated therewith from any amounts due Vendor. Upon termination pursuant to this subsection, Vendor shall be entitled to receive payment for work actually completed as of the date of termination.
3. Upon written notice of Vendor's default of any of the terms and conditions, Vendor shall correct default to the satisfaction of Owner within ten (10) business days of receipt of the notice of default. If Vendor fails to cure the default as defined herein to Owner's satisfaction, Owner or Boxer Property may cancel the Contract at the Vendor's sole cost and expense
4. Owner may, upon fifteen (15) days written notice, terminate any agreement for any reason and take control of the materials and work. Upon termination pursuant to this subsection and not for cause, Vendor shall be entitled to receive payment for work actually completed as of the date of termination.
5. The remedies available to Owner and its affiliates under this section are in addition to all other rights or remedies available to them in accordance with any agreement, at law or in equity.

L. Miscellaneous. Any agreement between Vendor and Boxer Property shall be construed and enforced according to the laws of the State of Texas. All notices provided or permitted to be given must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified with return receipt requested; by delivering the same in person to such party; by facsimile copy transmission; or by electronic mail. Notice given in accordance herewith shall be effective upon delivery to the address of the addressee (at the addresses provided above). Either party hereto may change its address for notice by giving three (3) days prior written notice thereof to the other party.

M. Boxer Property. At all relevant times with respect to and in connection with any agreement, work or project, Boxer Property is acting solely as agent for the Owner, and Vendor agrees that Boxer Property is not liable for payment of any amounts due thereunder. Vendor agrees to look solely to the Owner for payment of any invoices.

These terms & conditions shall prevail in the event of any conflict in any agreement between the parties. No oral terms or representations shall be considered as a part of any agreement.