

**LEASE AGREEMENT**

**Between**

**BAYLOR HEALTH CARE SYSTEM  
as Landlord**

**and**

**BTDI JV, LLP,  
as Tenant**

**Premises:**

**Suite No. 120**

**Midway Medical Office Building**

**Midlothian, TX 76065**

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease"), is made and entered into as of 10-7-2020, by and between BAYLOR HEALTH CARE SYSTEM ("Landlord"), and BTDI JV, LLP, a Texas limited liability partnership ("Tenant").

1. **Lease of Premises.** For and in consideration of the following covenants and agreements to be paid and performed by Tenant, Landlord leases to Tenant, and Tenant leases from Landlord, space in the Midway Medical Office Building (the "Building") situated at 4431 E US-Hwy 287 in the City of Midlothian, Ellis County, Texas, 76065, such space being described as: Suite 120 containing approximately 7,818 rentable square feet, and being delineated on the floor plan attached hereto as Exhibit "A-1" (the "Premises"). The Building is located on the real property described on Exhibit "B" (the "Land"). The Landlord has represented that the rentable square footage of 7,818 for the Premises is accurate. The term "Project" shall collectively refer to the Building, the Land and the driveways, parking facilities, loading dock areas, roadways, and similar improvements and easements associated with the foregoing or the operation thereof.

2. **Term.** The term of this Lease (the "Term") shall be for a period of seven (7) full calendar years plus any partial month from the Commencement Date to the end of the month in which the Commencement Date falls, commencing on the date that is the earlier of: (i) the date Tenant begins to use and occupy the Premises for the Permitted Use (as defined below) or (ii) the date that the Certificate of Occupancy is issued

3. **Renewal Options**

Provided Tenant is not then in default of this Lease beyond any applicable notice and cure period, Tenant shall have the option to renew the Term of this Lease for two (2) consecutive periods of five (5) years each (each, an "Extension Period"). Each Extension Period shall be exercisable by Tenant giving written notice thereof to Landlord no earlier than fifteen (15) months prior to the expiration of the then-current Term, and no later than nine (9) months prior to the expiration of the ten-current Term (each, an "Extension Period Notice"). In the event Tenant shall exercise an Extension Period, the terms and conditions of this Lease shall be applicable to the applicable Extension Period; provided, however, the Basic Rent rate during the applicable Extension Period shall be the then-fair market Basic Rent for the Premises as mutually agreed upon by the parties, taking into account all relevant factors including the operation of an imaging center.

4. **Rent.**

(a) "Basic Rent" shall be the following amounts for the following periods of time:

| Lease Year | Monthly Basic Rent | Annual Basic Rent | Basic Rent Rate per Rentable Square Foot |
|------------|--------------------|-------------------|--|
| 1          | \$16,939           | \$203,268         | \$26.00                                  |
| 2          | \$17,362           | \$208,350         | \$26.65                                  |
| 3          | \$17,797           | \$213,558         | \$27.32                                  |
| 4          | \$18,241           | \$218,897         | \$28.00                                  |
| 5          | \$18,697           | \$224,370         | \$28.70                                  |
| 6          | \$19,165           | \$229,979         | \$29.42                                  |
| 7          | \$19,644           | \$235,729         | \$30.15                                  |

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As used herein, the term "Lease Year" means each twelve calendar month period during the Term with the first Lease year commencing on the Commencement Date (however, if the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date to the first day of the next calendar month shall be included in the first Lease Year for purposes of determining the duration of the Term and the monthly Basic Rent rate applicable for such partial month) and ending on the last day of the calendar month which is twelve calendar months following the Commencement Date.

(b) Basic Rent and all other sums payable by Tenant to Landlord under this Lease shall for purposes hereunder be deemed to constitute "rent." Tenant shall timely pay to Landlord rent, without notice, demand, deduction or set off. All rent and any other payments due shall be made payable to Landlord, and delivered to the address for Landlord's notices set forth in this Lease, or at such other place as may from time to time be designated in writing by Landlord. Monthly rent shall be paid by Tenant to Landlord in advance on or before the first day of each calendar month during the term of this Lease. The first full monthly rent shall be due and payable contemporaneously with Tenant's execution of this Lease. The monthly rent shall next be due on the first day of the second full calendar month of the term of this Lease, and continuing thereafter on the first day of each succeeding calendar month during the Term. If this Lease commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the rent for the partial month shall be prorated. The mailing address for payment to the Landlord shall be: **Baylor Health Care, PO Box 8840, Carol Stream, IL 60197-8840.**

(c) Tenant shall, at Tenant's expense install separate meters for utilities not provided and allocated by Landlord, and Tenant shall establish directly with the public utilities separate accounts for such utilities. Tenant shall pay for all utilities so separately metered directly to the public utilities providing such services, and the cost of such services. Landlord shall have no obligation for the payment of such services.

## **5. Use.**

(a) Tenant shall use and occupy the Premises during the Term for an imaging center operated as an independent diagnostic testing facility ("IDTF"), and for medical offices related thereto (the "Permitted Use"), and for no other purpose. Tenant shall operate the imaging center in a manner consistent with industry standards and applicable laws, rules and regulations similar to the other BTDI JV, LLP IDTF's. Tenant acknowledges and agrees that the Premises demised under this Lease are reasonable for the business purposes of this Lease and are to be used exclusively by Tenant when being used by Tenant.

(b) Tenant will not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose which is illegal or disreputable in any manner, or extra hazardous on account of fire, or permit anything to be done which will in any way increase the rate of fire insurance on the Building or its contents, and in the event that there shall be any increase in the rate of the insurance on the Building or its contents directly attributed to Tenant's acts or the conduct of its business therein, Tenant agrees to pay such increase.

(c) The provision or operation of any of the following services or facilities shall not be permitted in the Premises:

- (i) a health care facility that has facilities for overnight accommodations of patients;
- (ii) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a Physician or by other health care professionals either independently licensed or under the direct supervision of a Physician, or a facility operated for the provision of any such service(s);
- (iii) outpatient or inpatient surgery services;
- (iv) a birthing center
- (v) an oncology treatment facility;
- (vi) physical therapy services;
- (vii) respiratory therapy services;
- (viii) a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory); or
- (d) Intentionally Omitted
- (e) Intentionally Omitted
- (f) Tenant will not occupy or use, or permit any portion of the Premises to be occupied or used, for any of the following prohibited uses:
  - (i) The sale, provision or other distribution of alcoholic beverages;
  - (ii) A sexually-oriented or adult entertainment business, club or establishment of any nature and in any media;
  - (iii) For the selling, marketing, leasing, advertising, displaying, exhibiting or distributing (whether on or off the Premises, including via the internet) of pornographic materials, products or media, sexually-oriented materials, products or media, or materials, products or media involving or depicting nudity or sexual, obscene or lewd acts;
  - (iv) For elective abortion services; or
  - (v) Stem cell harvesting from fetal tissue, or any form of genetic engineering for cloning or other technologies that supplant natural reproduction, excluding clinical artificial insemination provided to legally married adults, as such prohibited use is modified from time to time by Landlord.

**6. Intentionally Omitted**

**7. Peaceful Enjoyment.** Provided that Tenant is not in default of this Lease beyond any applicable notice and cure period, Tenant shall peacefully and quietly hold and enjoy the



Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord.



8. **Services.** Landlord agrees to use commercially reasonable efforts to furnish to the Building water, electricity, gas, elevator service, janitorial service, air conditioning and ("Services"), as in Landlord's reasonable judgment are customary and necessary for the comfortable use and occupancy of the Premises on all generally recognized business days from the hours of 7:00 a.m. until 7:00 p.m. and Saturdays from 8:00 AM to 1:00 PM, as needed by Tenant, except for janitorial services which will only be provided during recognized business days. Except as provided herein, Landlord shall not be liable for the interruption of any or all Services incident to making repairs, adjustments or improvements to the Building or Premises, nor shall Landlord be liable for failure to furnish any Services except as the result of the gross negligence or willful misconduct of Landlord. Any interruption of, or failure to furnish, Services shall not be construed as an eviction of Tenant or cause an abatement of rent or in any way render Landlord liable for damages either to person or property suffered by Tenant, its employees, licensees or invitees, nor release Tenant from the prompt fulfillment of any of its covenants under this Lease. Should any equipment or machinery break down or cease to function properly, Landlord shall use reasonable diligence to repair promptly, but Tenant shall not have any claim for rebate of rent or for damages because of interruption of Services. In the event of an interruption of Services that continues for more than seven (7) consecutive business days and that denies Tenant beneficial use of more than 50% of the Premises, Tenant shall be excused from payment of all rent retroactive to the first day of the continuous interruption of Services; however, this Lease shall remain in effect and rent shall resume upon restoration of services.



**Maintenance and Repairs.** Tenant shall keep and maintain the Premises in a clean, safe, and operable condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Additionally, Tenant, at its sole expense, shall repair, replace and maintain in good condition and in accordance with all laws and the equipment manufacturer's suggested service programs, all portions of the Premises and all areas, improvements and systems exclusively serving the Premises. Tenant shall repair or replace, at Tenant's cost, subject to Landlord's approval and supervision, any damage to the Building caused by Tenant or Tenant's agents, employees, contractors, or invitees. If Tenant fails to make repairs or replacements within fifteen (15) days after occurrence of the damage, then Landlord may make repairs or replacements at Tenant's cost, in which event all costs paid by Landlord shall be reimbursed by Tenant within ten (10) days after Landlord has delivered to Tenant an invoice. Tenant shall surrender to Landlord immediate possession of the Premises at the expiration of this Lease in as good condition as on the Commencement Date, ordinary wear and tear excepted. Subject to Tenant's obligations described in the previous paragraph, Landlord covenants to maintain and keep the following in good repair and condition as a prudent owner at Landlord's sole cost and expense: (i) the structure of the Building, including the exterior walls, foundation and roof (including the roof membrane); (ii) the mechanical, plumbing, electrical, HVAC, and other base building systems (collectively, the "Building Systems"); and (iii) the entrances, sidewalks, corridors, and other facilities from time to time comprising the Common Areas. If Landlord fails to make repairs or replacements within thirty (30) days after occurrence of the damage, then Tenant may make repairs or replacements at Landlord's cost, in which event all actual and reasonable costs paid by Tenant shall be reimbursed by Landlord within thirty (30) days after Tenant has delivered to Landlord a substantiated, uncontested invoice therefor.



9. **Alterations and Improvements.** Tenant shall not make any alterations, or improvements to the Premises without the prior written consent of Landlord and without first submitting to Landlord plans and specifications for all work. All work shall be performed in a good and workmanlike manner, in compliance with all applicable laws, and at such times and in such manner as not to cause interference with any work of Landlord or with other tenants in the Building. Any alterations or improvements (whether temporary or permanent) made in or upon the Premises either by Landlord or Tenant (including but not limited to, wall covering, carpeting or other floor covering, paneling, built-in trac moveable file systems, electronic or electrical systems, built-in book shelves and built-in cabinet work), shall be deemed a part of the property of Landlord and shall be surrendered with the Premises at termination of this Lease and shall remain on the Premises without compensation to Tenant; provided, however, in no event shall trade fixtures, such as Tenant's diagnostic imaging equipment located in the Premises be deemed a part of the property of Landlord and no Tenant lender, if any, financing this equipment shall have its financing vehicle subordinate to any rights or claims of Landlord. All other furniture, movable trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Lease. Landlord reserves the right to prescribe that all improvements by Tenant shall be the same as or shall conform with Building standard items, materials and types of construction. All furniture, movable trade fixtures and equipment installed by Tenant that is not removed from the Premises within ten (10) business days of the termination of the Lease shall be conclusively presumed to have been abandoned by Tenant and Landlord may, at its option, take possession of such property and either (a) declare same to be property of Landlord without notice to Tenant or (b) remove same and dispose of or store the same without incurring liability to Tenant or to any other person. Tenant shall indemnify, defend and hold Landlord harmless against any claim by any third-party for any of such personal property.

10. **Compliance with Laws.** Tenant shall comply with all laws, ordinances, orders, rules and regulations of all governmental bodies (federal, state, municipal and other agencies or bodies having any jurisdiction) pertaining to (i) Tenant's specific use of the Premises for the Permitted Use and (ii) any alterations or improvements performed by Tenant pursuant to Section 9 hereof or the Tenant Improvements (collectively, "Tenant's Compliance Obligations"). Except for Tenant's Compliance Obligations, Landlord shall be responsible at its sole cost and expense for ensuring that the Building, Premises and Land comply with all applicable laws, ordinances, orders, rules and regulations of all governmental bodies (federal, state, municipal and other agencies or bodies having any jurisdiction).

11. **Intentionally Omitted**



12. **Assignment and Subletting.** Tenant shall not sublet the Premises in whole or in part, nor assign or transfer this Lease or any interest herein, nor allow any sharing of the Premises in any manner whatsoever, directly or indirectly, voluntarily or by operation of law, without Landlord's prior written consent, which consent shall be in the sole discretion of Landlord. Notwithstanding the foregoing to the contrary, Tenant may, without Landlord's consent or other condition, assign this Lease or sublet all or any portion of the Premises (i) to any parent, subsidiary, or affiliate of Tenant or any subsidiary of any parent of Tenant, (ii) to Tenant's successor by merger, consolidation, or acquisition of stock or membership interests, or (iii) to any purchaser of substantially all of Tenant's assets. Tenant shall provide Landlord notice of such assignment or subletting thirty (30) days prior to the effective date



hereof and a copy of the assignment and assumption agreement, or sublease, within thirty (30) days after the effective date hereof.

**13. Landlord's Disclaimer of Liability.**

(a) Landlord shall not be liable to Tenant or to Tenant's employees, agents, subtenants, licensees, guests or invitees, for any injury to or death of any persons or the damage to or theft, destruction, loss, or loss of use of, any property or inconvenience (a "Loss") occurring on the Premises or any other part of the Building or Land, that is caused by or arising out of the negligence or misconduct of any person entering upon the Land, the Premises or the Building, **regardless of whether the negligence of any party caused such Loss in whole or in part.**

(b) All personal property of Tenant, its employees and invitees shall remain in the Premises at the sole risk of the owners thereof, and Landlord shall not be liable for burglary, theft, damage or loss thereto, **regardless of whether the negligence of any party caused such Loss in whole or in part.** Landlord shall not be liable for any Loss to Tenant, its employees, agents, subtenants, licensees, guests or invitees due to fire, windstorm, hail, water, explosion, aircraft or other means of locomotion, leaking gas, other physical causes, **regardless of whether the negligence of any party caused such Loss in whole or in part.** Tenant shall maintain all equipment and appliances installed by Tenant in the Premises so that the same will not cause damage to the Building or other tenants therein.

**14. Indemnity.** Subject to Section 16, Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from a Loss (i) occurring in or on the Building or the Land (other than within the Premises) to the extent caused by the negligence or willful misconduct of Tenant or by Tenant's employees, agents, subtenants, licensees, guests or invitees, or (ii) occurring in the Premises. **It being agreed that clause (ii) of this indemnity is intended to indemnify Landlord and its agents and representatives against the consequences of their own negligence or fault, even when Landlord or its agents or representatives are jointly, comparatively, contributively, or concurrently negligent with Tenant, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of Landlord or its agents or representatives; however, such indemnity shall not apply to the sole or gross negligence or willful misconduct of Landlord and its agents and representatives.** The indemnities set forth in this Lease shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.



**15. Insurance.** Tenant shall at all times during the Term of this Lease, at its own expense, keep in full force and effect the following insurance coverages:

- a) all risk property insurance insuring all of Tenant's personal property, trade fixtures and improvements in the Premises at its full replacement value
- b) commercial general liability insurance shall have a minimum of \$2,000,000 per occurrence and \$2,000,000 general aggregate. Commercial general liability insurance shall cover liability including, but not limited to, that arising from premises, operations,



and property damage. Umbrella liability insurance may be used to satisfy the limit requirements.

- c) professional liability insurance shall have a minimum of \$200,000 per occurrence and \$600,000 general aggregate for all acts, errors, and omissions of Tenant and its employees that arise out of this agreement. If coverage is written on a Claims Made policy form, the retroactive date is to be prior to the Agreement and, if the policy is cancelled or non-renewed, the Tenant shall purchase an extended reporting period "Tail Coverage" for a period of no less than 2 years after termination of the Agreement.

Landlord shall be included as an additional insured on Tenant's general liability policy as respects claims or liabilities arising from, or connected with Tenant's operations. Tenant's insurance shall be primary and non-contributory to any insurance or self-insurance maintained by Landlord (including any deductibles or self-insured retentions). All such policies of insurance of Tenant shall not be cancelled nor the coverage materially modified without providing 30 days prior written notice to Landlord. None of the requirements contained herein as to types, limits, or Landlord's approval of insurance coverage to be maintained by Tenant is intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Tenant under the Agreement or otherwise provided by law. The required insurance shall be placed by insurers at all times having an AM Best Rating of not less than A- IX, unless otherwise approved in writing by Landlord. Evidence of the insurance coverage required to be maintained by Tenant hereunder, represented by Certificates of Insurance, must be furnished to Landlord prior to Tenant's occupancy of the Premises and thereafter upon renewal or replacement of each required policy of insurance.

Landlord's Insurance. Landlord shall at all times during the Term of this Lease, at its own expense, keep in full force and effect the following insurance coverages:

- (i) fire and extended coverage insurance on the Building
- (ii) in an amount not less than 100% of the replacement cost of the Building. commercial general liability insurance shall have a minimum of \$2,000,000 per occurrence and \$2,000,000 general aggregate. Umbrella liability insurance may be used to satisfy the limit requirements. In addition, notwithstanding anything to the contrary contained in this Agreement, Landlord shall have the right to provide the insurance required under this Agreement through a self-insurance program and through its related captive insurance company

**16. Mutual Waiver of Claims; No Subrogation.** LANDLORD, TENANT AND ALL PARTIES CLAIMING UNDER THEM, EACH WAIVES ANY CLAIM IT MIGHT HAVE AGAINST THE OTHER FOR ANY LOSS TO THE EXTENT THE SAME IS INSURED AGAINST UNDER ANY INSURANCE POLICY OF THE TYPES DESCRIBED IN THIS LEASE THAT COVERS THE BUILDING, THE PREMISES, LANDLORD'S OR TENANT'S FIXTURES, PERSONAL PROPERTY, LEASEHOLD IMPROVEMENTS, OR BUSINESS, OR IS REQUIRED TO BE INSURED AGAINST UNDER THE TERMS HEREOF, REGARDLESS OF WHETHER THE NEGLIGENCE OF THE OTHER PARTY CAUSED SUCH LOSS; PROVIDED, THE PROVISIONS OF THIS PARAGRAPH SHALL NOT PREVENT AN ACTION BY LANDLORD AGAINST TENANT FOR THE AMOUNT OF ANY DEDUCTIBLE. EACH PARTY SHALL CAUSE ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHTS OF RECOVERY UNDER SUBROGATION OR

OTHERWISE AGAINST THE OTHER PARTY. LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS PARAGRAPH WAIVE CLAIMS BASED ON THE NEGLIGENCE OF LANDLORD, TENANT AND ALL PARTIES CLAIMING UNDER THEM. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LEASE.

**17. Hazardous Materials.** Tenant shall not permit within the Premises, or cause within the Building or on the Land, the discharge, escape, disposal or release of any Hazardous Substances (defined below). Tenant shall not allow the storage or use of Hazardous Substances in any manner not permitted by law or by the highest standards prevailing in the industry for the storage and use of Hazardous Substances, nor allow to be brought into the Premises any such Hazardous Substances except for use in the ordinary course of Tenant's business, and then only after written notice is given to Landlord of the identity of such Hazardous Substances. Without limitation, Hazardous Substances shall mean those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar classifications described in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., and any other applicable federal, state or local laws and regulations. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, demands, losses, fines, assessments, penalties and damages arising from any discharge or release of any Hazardous Substances on or about the Premises during the period Tenant is in possession of the Premises, or arising out of Tenant's use or occupancy of the Premises, or arising out of breach of the terms of this paragraph. The covenants contained in this paragraph shall survive the expiration or earlier termination of the Lease. Landlord hereby represents to Tenant, to Landlord's knowledge as of the Effective Date, that there are no Hazardous Substances on, under, or about the Premises, the Building or Land in violation of applicable laws. Landlord shall be responsible for remedying, curing and removing all other Hazardous Substances in or about the Premises, Building or Land that are not Tenant's responsibility to cure under this Lease, and Landlord hereby agrees to indemnify and hold harmless Tenant from and against all loss, cost, damage, liability and expense (including reasonable attorneys' fees and expenses) arising from or relating to any such Hazardous Substances. The covenants contained in this paragraph shall survive the expiration or earlier termination of the Lease.

**18. Rules and Regulations.** Tenant covenants and agrees to comply fully with all of the rules and regulations of the Building, a copy of which are attached as Exhibit "D". Landlord shall at all times have the right to change or amend such rules and regulations or to make such other rules and regulations as may be deemed advisable by Landlord for the safety, care and cleanliness of the Building and for preservation of good order therein. All changes and amendments will be sent by Landlord to Tenant in writing and thereafter carried out and observed by Tenant. Tenant shall be responsible for compliance with the rules and regulations by Tenant's agents, employees, guests, visitors and invitees.

**19. Acceptance of Premises.** Tenant accepts the Premises in its "**AS-IS, WHERE IS**" condition as of the date of this Lease except for (i) the completion of the Landlord Improvements in accordance with the terms of this Lease, (ii) latent defects of which Tenant is not aware (which shall be Landlord's sole responsibility for remedying at Landlord's sole cost and expense), and (iii) Landlord express obligations hereunder, including, without limitation, under Section 9 EXCEPT AS PROVIDED OTHERWISE IN THIS LEASE. . Tenant deems the Premises to be suitable for Tenant's use and business purpose. Tenant

accepts the Premises, the Building and each and every appurtenance thereof and waives its right to make a claim against Landlord for visible defects therein. LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

**20. Entry and Inspection.** Tenant will permit Landlord and its agents and representatives to enter the Premises at all reasonable hours (or at any time in the event of an emergency), to inspect the Premises or to clean or make repairs, alterations, or additions as Landlord may deem necessary or desirable to the Premises or to other portions of the Building or to show the Premises to prospective purchasers, tenants or lenders. Tenant shall not be entitled to any abatement or reduction of rent by reason of such entry.



**21. Damage or Destruction.** If the Premises or other improvements situated on the Property should be in part or in whole damaged or destroyed by fire, tornado or other casualty, Tenant shall immediately give written notice thereof to Landlord. If the Premises or other improvements situated on the Property should be damaged by fire, tornado or other casualty but to such an extent that rebuilding or repairs can reasonably be completed within one hundred eighty (180) days from the date Tenant delivers written notification to Landlord of the happening of the damage, this Lease shall not terminate, but Landlord shall, at its sole cost and expense but only to the extent casualty insurance proceeds are made available to Landlord, proceed forthwith and use reasonable diligence to rebuild or repair to substantially the condition in which they existed prior to such damage; provided, however, if the casualty occurs during the final six (6) months of the Lease Term, Landlord shall not be required to rebuild or repair such damage unless Tenant shall exercise its renewal option within fifteen (15) days after the date of delivery by Tenant of the notification of the occurrence of the damage. If Tenant does not elect to exercise its renewal option or if there is no renewal option contained herein or previously unexercised at such time, this Lease shall terminate at the option of Landlord by written notice to Tenant on or before the expiration of thirty (30) days after the expiration of the foregoing fifteen (15) day election period, and rent shall be abated for the unexpired portion of the Lease, effective from the date of actual receipt by Landlord of the written notification of the damage. If the Premises and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, and so long as such damage was not caused by the intentional misconduct or negligence of Tenant, the monthly rent during the period in which they are untenable shall be abated with respect to that portion of the Premises rendered untenable during such period. If the Premises or other improvements situated on the Property should be substantially or totally destroyed by fire, tornado or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) days from the date Tenant delivers written notification to Landlord of the happening of the damage, this Lease shall terminate at the option either of the Landlord or Tenant by written notice to the other party within sixty (60) days after the occurrence of such damage, and rent shall be abated for the unexpired portion of this Lease effective from the date of receipt by Landlord of such written notification. If this Lease is not terminated, the Premises and the improvements shall be rebuilt or repaired and rent abated to the extent provided above. If the Premises or any other portion of the building of which the Premises are a part be damaged by fire or other casualty resulting from the fault

or negligence of Tenant or any of Tenant's agents, employees, or invitees, the monthly rent shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of said building caused thereby to the extent such cost and expense is not covered by insurance proceeds.

**22. Condemnation.** If, during the term of this Lease or any renewal thereof, all or a substantial part of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective from the date of taking of the Premises by the condemning authority. If less than a substantial part of the Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Landlord, at its option, may by written notice terminate this Lease, or shall forthwith at its sole expense restore and reconstruct the Premises and improvements therein as long as Tenant can operate its business in the normal course. In the event Landlord fails to complete the restoration and construction within one hundred eighty (180) days of its notice to Tenant advising of its intention to restore and reconstruct the Premises, Tenant shall have the right to terminate this Lease. The rent payable hereunder during the unexpired portion of this Lease shall be adjusted proportionately taking into account such portion of the Premises taken by the condemning authority. If any condemnation occurs, Landlord shall receive the entire award or other compensation for the Land, and all or any portion of the Building, and other improvements taken, and Tenant may separately pursue a claim against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under the Lease, moving costs, loss of business, and other claims it may have.

**23. Mechanic's Liens.** Tenant shall not permit any mechanic's liens to be filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails timely to take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor.



**24. Holding Over.** If Landlord and Tenant fail to renew the lease in writing not later than thirty (30) days prior to the expiration of the Term as specified herein, then, in the event Tenant, or any of its subtenants or assignees, retains possession of any portion of the Premises after the expiration or earlier termination of this Lease, such possession shall be an unlawful detainer, and no tenancy or interest shall result from such possession. An unauthorized holding over shall be subject to immediate eviction and removal, and Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive as liquidated damages for all the time Tenant shall so retain possession of the Premises, an amount equal to One Hundred percent (125%) of the Basic Rent specified in this Lease for the Premises for the period immediately prior to the termination of this Lease, as applied to such period, together with all other amounts required hereunder, provided that Tenant shall nonetheless occupy the Premises at sufferance pursuant to the provisions of this Lease during such unauthorized holding over period. The provisions of this Section 24 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided



herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant or subtenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.



**25. Default and Remedies.**

(a) The following events shall be "Events of Default" by Tenant under this Lease:

(i) Tenant fails to pay when due any installment of rent or any other sum of money payable by Tenant to Landlord for ten (10) days following written notice thereof from Landlord to Tenant; however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Tenant fails to pay rent when due and, during the 12-month interval preceding such failure, Landlord has given Tenant written notice of failure to pay rent on two or more occasions.

(ii) Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as required under Section 15.

(iii) Tenant fails to comply with any term, provision, or covenant of this Lease, other than the payment of rent or the maintenance of insurance, and shall not cure such failure within thirty (30) days after written notice from Landlord to Tenant of the occurrence of such failure; however, if such failure cannot be cured within such 30-day period and Tenant commences to cure such failure within such 30-day period and thereafter diligently pursues such cure to completion, then such failure shall not be a default or an event of default unless it is not fully cured within an additional sixty (60) days following the expiration of the 30-day period.

(iv) Any petition filed by or against Tenant under the United States Bankruptcy Code, or under any similar law or statute of the United States or any state, and such petition is not dismissed within sixty (60) days of filing, or Tenant shall be adjudged bankrupt or insolvent in any proceedings filed thereunder.

(v) A receiver or trustee appointed for all or substantially all of the assets of Tenant, and such appointment is not vacated or otherwise terminated, and the action in which such appointment was ordered is not dismissed within sixty (60) days of filing.

(vi) Tenant makes a general assignment for the benefit of creditors.

(vii) Tenant fails to take possession of or abandons or vacates the Premises.

(b) Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following remedies:

(i) Terminate this Lease by giving notice thereof to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant



fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises without being liable for prosecution or any claim of damages therefor, and Tenant agrees to pay to Landlord on demand the sum of (1) all rent accrued hereunder through the date of termination, (2) all reasonable expenses necessary to relet the Premises which shall include the cost of renovating, repairing, and altering the Premises for a new tenant or tenants, and all associated leasing costs, plus any increase in insurance premiums caused by the vacancy of the Premises., and (3) for the period Landlord is unable to re-let the Premises, an amount equal to (A) the total rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates" minus one percent, minus (B) the then present fair rental value of the Premises for such period, similarly discounted.

- (ii) Terminate Tenant's right to possess the Premises without termination of this Lease and enter upon and take possession of the Premises and expel or remove Tenant or any other person who may be occupying the Premises, in which event Tenant shall pay to Landlord the sum of (1) all rent and other amounts accrued hereunder to the date of termination of possession, (2) all reasonable expenses necessary to relet the Premises which shall include the cost of renovating, repairing, and altering the Premises for a new tenant or tenants, and all associated leasing costs, , and (3) all rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. Landlord shall use reasonable efforts to relet the Premises or any part thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant for such term or terms and on such conditions and for such uses as Landlord in its sole discretion may determine; however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building. Landlord may collect and receive any rents payable by reason of such reletting; and Tenant agrees to pay Landlord on demand all reasonable expenses necessary to relet the Premises which shall include the cost of renovating, repairing, and altering the Premises for a new tenant or tenants and all leasing costs associated therewith and Tenant further agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting. Landlord shall not be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting. Entry and taking possession of the Premises by Landlord shall not be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant pursuant to subparagraph (b)(i) above.
- (iii) Repossession or re-entering of the Premises pursuant to subparagraph (b)(i) or (ii) above or otherwise, or reletting of the Premises or any part thereof pursuant to subparagraph (b)(ii), shall not relieve Tenant of its liabilities and

obligations hereunder, all of which shall survive such repossession or re-entering.

- (iv) With or without notice, and to the extent permitted by law, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.
- (v) A right or remedy herein conferred upon Landlord is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**26. Transfer of Landlord's Interest.** Landlord may transfer, in whole or in part, the Building and any of its rights under this Lease. If Landlord transfers or assigns its rights under this Lease, then Landlord shall be released from any further obligations arising from and after the date of such transfer.

**27. Waiver.** The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of any violation of any term, covenant, agreement, or condition contained in this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. A receipt by Landlord of any rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

**28. Subordination of Lease.** This Lease shall be subordinate to any and all deeds of trust and ground leases now or hereafter encumbering the Building, and all refinancings, renewals, modifications, extensions or consolidations thereof. Tenant agrees to attorn to any mortgagee or trustee under a deed of trust or purchaser at a foreclosure sale or trustee's sale as Landlord under this Lease. Tenant covenants and agrees that Tenant shall, within five (5) days after Landlord's request, execute and deliver to Landlord whatever instruments may be reasonably required to acknowledge and further evidence the subordination of this Lease and/or the attornment by Tenant to such mortgagee, trustee or purchaser. Any holder of a deed of trust covering all or any part of the Building may at any time elect to have this Lease have priority over its deed of trust by executing an instrument of subordination or placing a clause of such subordination in any pleadings or in its deed of trust and recording the same.

**29. Intentionally Omitted**

**30. Signage.** Tenant, at Tenant's sole cost and expense, shall have the right to install one (1) exterior Building sign in a location to be mutually agreed by Landlord and Tenant. Such installation shall be in compliance with applicable statutes, regulations and ordinances and shall be of such size as shall be approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed). Additionally, Tenant shall be entitled, at Tenant's expense, to install Tenant's identification panel in on any monument sign for the Building. Tenant acknowledges and agrees that (x) all of its signage shall be shall be in

compliance with applicable statutes, regulations and ordinances, and (y) Tenant shall be required, at Tenant's expense, to remove any of Tenant's signage located outside of the Premises (other than any identification sign outside the principal entry to the Premises) upon the expiration or termination of this Lease.

**31. Parking.** Tenant and its officers, employees and visitors shall have the right to use, at no additional cost, the parking areas adjacent to the Building or other parking areas as may be made available to tenants of the Building (the "**Parking Spaces**") for temporary parking of their automobiles. Additionally, Tenant will have eight (8) reserved Parking Spaces, in the location depicted on Exhibit A-2 attached hereto, for Tenant's exclusive use (the "**Reserved Parking Spaces**"). Landlord shall be responsible, at its cost, for identifying such Reserved Parking Spaces by signs and a painted curb so that other tenants and visitors are made aware that the Reserved Parking Spaces are for Tenant's exclusive use. Landlord shall also be responsible, at its cost, for enforcing such reserved parking rights. There will be no additional charge during the Term for use of the Parking Spaces. Additional terms and conditions relating to parking are set forth on Exhibit "E" attached

**32. Intentionally Omitted**

**33. Intentionally Omitted**

**34. Sales Tax.** In the event that any sales, use or revenue tax is levied or imposed by any governmental authority upon the rent paid by Tenant herein or for the use or occupancy of the Premises by Tenant, then Tenant agrees to pay such tax monthly to the Landlord, as an additional consideration and rent for the use and occupancy of the Premises.

**35. Independence and Purpose of Relationship.** Tenant and Landlord each represent and warrant to the other that the transactions contemplated by this Lease are lease transactions only and that the only relationship between the parties aside from the BTDI JV, LLP relationship hereto is that of landlord and tenant. Landlord and Tenant represent that nothing in this Lease is intended to require or involve in any manner whatsoever the referral of patients and no payments made under any terms or conditions of this Lease are in exchange for or conditioned upon any referral of patients. Any referral of patients for medical services by Landlord or its affiliates or Tenant shall be based solely on the medical needs and wishes of such patients, and nothing in this Lease prohibits Tenant or Landlord from referring patients to other healthcare providers or physicians. It is expressly the intent of Landlord and Tenant to comply with all federal and state laws limiting, prohibiting, or otherwise pertaining to referrals or remuneration for the furnishing of health care services.

**36. Miscellaneous.**

(a) **Force Majeure.** Other than for Tenant's monetary obligations under this Lease, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, national emergency, quarantine, natural disaster, shortages of labor or materials, war or governmental laws beyond the control of such party.

(b) **Brokers.** Landlord and Tenant each represent and warrant to the other that it has not dealt with any broker or agent, other than CBRE Inc. KW Commercial., in connection with the negotiation or execution of this Lease. Tenant and Landlord each shall indemnify, defend and

hold harmless the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

(c) **Notices.** Every notice required or permitted by this Lease must be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified below, (ii) hand delivered to the intended addressee, (iii) sent by a nationally recognized overnight courier service, or (iv) sent by facsimile transmission during normal business hours followed by a confirmatory letter sent in another manner permitted hereunder. Notice shall be deemed given upon tender of delivery (in the case of a hand-delivered notice) or upon two (2) days following mailing (in the case of certified mail), provided that no notice of either party's change of address shall be effective until ten (10) days after the notice of change is given. The addresses set forth below shall be the Notice addresses for use hereunder:

**Landlord:**

Baylor Scott & White Health  
2001 Bryan Street, Suite 700 LB14  
Dallas, Texas 75201  
Attention: Senior Vice President, Real Estate  
Fax: 214-820-3906

**With copy to:**

Baylor Scott & White Health  
c/o CBRE, Inc.  
2001 Bryan Street, Suite 700 LB14  
Dallas, Texas 75201  
Attention: Lease Administrator  
Fax: 214-820-3906

**Tenant:**

BTDI JV, LLP  
3304 Communications Parkway, Suite 201  
Plano  
Texas 75093  
Attention: Clete Madden  
US Radiology Specialists, Inc.  
700 E. Moorehead St. Suite 300  
Charlotte, NC 28202  
Attention: General Counsel

**With copy to:**

(d) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within ten (10) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request.

(e) **Joint and Several Liability.** If this Lease is executed by more than one person or entity as Tenant, each such person or entity executing this Lease as Tenant shall be jointly and severally bound and liable hereunder.

(f) **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a

clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(g) **Late Payment Charge and Interest Payable.** Landlord may impose a late payment charge equal to five percent (5%) of any amount due under this Lease if not paid within five (5) days from the date required to be paid hereunder. In addition, any payment due under this Lease not paid within ten (10) days from the date herein specified to be paid shall bear interest from the date such payment is due to the date of actual payment at the rate of twelve percent (12%) per annum or the highest lawful rate of interest permitted by Texas or federal law, whichever rate of interest is lower.

(h) **Personal Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building and Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord. The provisions of this Section shall survive any expiration or termination of this Lease. The liability of Tenant (and its partners, shareholders or members) to Landlord (or any person or entity claiming by, through or under Landlord) for any default by Tenant under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building shall be limited to Landlord's actual direct, but not consequential, damages therefor. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord. The provisions of this Section shall survive any expiration or termination of this Lease.

(i) **Intentionally omitted**

(j) **Building Name.** Landlord shall have the exclusive right at all times during the term of this Lease to change, modify, add to or otherwise alter the name of the Building, and Landlord shall not be liable for claims or damages of any kind which may be attributed thereto or result therefrom.

(k) **Time Is of the Essence.** Time is of the essence in the performance of all of the covenants, conditions and agreements in this Lease.

(l) **Attorneys' Fees, Costs and Expenses.** If on account of any breach or default by any party in its obligations under the Lease, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection therewith, together with all court costs, if any, incurred in connection therewith.

(m) **Entire Agreement and Amendments.** This Lease is the only agreement between the parties with respect to the Premises. There are no representations or warranties between the parties with respect to the Premises, the Building, or this Lease, other than the representations and agreements contained in this document. No agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly executed by the parties.



(n) **Binding Effect.** The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, legal representatives and assigns, except as otherwise herein expressly provided.

(o) **Exhibits.** The following exhibits and attachments are hereby incorporated in this Lease by reference.

|             |   |   |
|-------------|---|---|
| Exhibit "A" | - | Floor Plan of Premises and Parking Plan |
| Exhibit "B" | - | Legal Description of Land               |
| Exhibit "C" | - | Leasehold Improvements Agreement        |
| Exhibit "D" | - | Rules and Regulations                   |
| Exhibit "E" | - | Parking Services                        |
| Exhibit "F" | - | Acceptance of Premises Memorandum       |
| Exhibit "G" | - | Contractor's Rules & Regulations        |

(p) **No Electronic Transactions.** Landlord and Tenant hereby agree not to conduct the transactions or communications contemplated by this Lease by electronic means, except by facsimile transmission as specifically set forth in Section 34(c); nor shall the use of the phrase "in writing" or the word "written" be construed to include electronic communications except by facsimile transmissions as specifically set forth in Section 34(c).

(q) **No Merger.** There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and/or the fee estate in the leasehold Premises or any interest in such fee estate.

(r) **No Offer.** The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(s) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(t) **Recording.** Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole discretion of Landlord.

(u) **Landlord's Fees.** Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within 30 days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(v) **Confidentiality.** Both parties acknowledge that the terms and conditions of this Lease are to remain confidential, and may not be disclosed to anyone, by any manner or means, directly or indirectly, without prior written consent; however, Either party may disclose the terms and conditions of this Lease if required by law or court order, to its attorneys, accountants, employees and existing or prospective financial partners provided same are advised of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). Both parties shall be liable for any disclosures made in violation



of this Section or by any entity or individual to whom the terms of and conditions of this Lease were disclosed or made available. The consent by either party to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

(w) **Authority.** Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so. Landlord hereby represents and warrants to Tenant that Landlord is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Landlord has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Landlord is authorized to do so.

(x) **Determination of Charges.** Landlord and Tenant agree that each provision of this Lease for determining charges and amounts payable by Tenant is commercially reasonable and, as to each such charge or amount, constitutes a statement of the amount of the charge or a method by which the charge is to be computed for purposes of Section 93.012 of the Texas Property Code.

(y) **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

#### **SIGNATURES ON NEXT PAGE**

**LANDLORD:**

BAYLOR HEALTH CARE SYSTEM

CB/bj  
DS/  
MDA

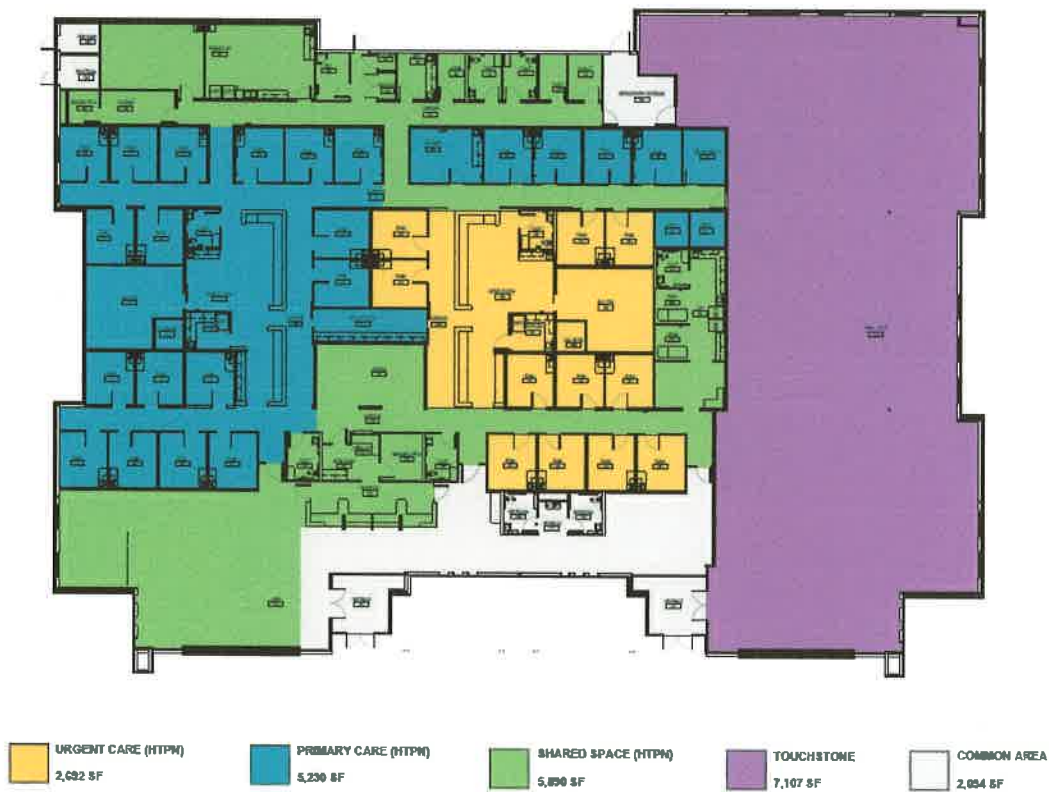
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By: Wes Huff  
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Name: Wes Huff  
Title: SVP Real Estate Services

**TENANT:**

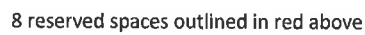
BTDI JV, LLP, a Texas limited liability partnership

By: Clete Madden  
Name: Clete Madden  
Title: President

**EXHIBIT "A-1"**



REAL ESTATE MANAGEMENT, INC.  
TRACT THREE  
VOL. 1792, PG. 136  
D.R.E.C.T.



**EXHIBIT B - Legal Description of Land**

ECOM REAL ESTATE MANAGEMENT, INC.  
TRACT THREE  
VOL. 1792, PG. 136  
D.R.E.C.T.

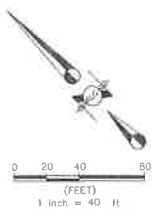
ORIGINAL FILED

2019  
602

**LOT 2R, BLOCK B  
WALNUT GROVE CENTER  
NORTH ADDITION  
180,421 SQUARE FEET  
4.1418 ACRES**

| LINE | BEARING     | LENGTH  |
|------|-------------|---------|
| L1   | S44°38'26"W | 30.00'  |
| L2   | S45°21'30"E | 47.50'  |
| L3   | S45°21'30"E | 20.00'  |
| L4   | S44°38'30"W | 223.78' |
| L5   | S00°21'30"E | 77.78'  |
| L6   | S45°21'30"E | 118.55' |
| L7   | S44°38'30"W | 91.23'  |
| L8   | N44°38'30"E | 62.01'  |
| L9   | N00°21'30"W | 13.03'  |
| L10  | N45°21'30"W | 87.62'  |
| L11  | N00°21'30"W | 5.95'   |
| L12  | N60°21'30"W | 96.32'  |
| L13  | S45°21'30"E | 15.00'  |
| L14  | S80°21'30"E | 85.88'  |
| L15  | N00°21'30"W | 71.08'  |
| L16  | N44°38'30"E | 232.06' |

PRESIDENTIAL PARKWAY  
70' RIGHT-OF-WAY



VICINITY MAP  
NOT TO SCALE

SARA JANE PROPERTIES, LTD.  
VOL. 1808, PG. 242  
D.R.E.C.T.

POINT OF BEGINNING

**STATE HIGHWAY NO. 287**  
(VARIABLE WIDTH RIGHT-OF-WAY)

**LEGEND**

- PROPERTY LINE
- EASEMENT LINE
- 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND
- 1/2" IRON ROD WITH RED PLASTIC CAP FOUND
- IRON ROD FOUND
- CONTROL MONUMENT
- PLAT RECORDS, ELLIS COUNTY, TX
- RECORD RECORDS, ELLIS COUNTY, TX
- INSTRUMENT NUMBER
- VOLUME
- PAGE

**FLOOD PLAIN STATEMENT**

The subject tract is depicted within Zone X on the Flood Insurance Rate Map, Map No. 48139C0175F, dated June 03, 2013. Zone X is defined thereon as "Areas determined to be outside the 0.2% annual chance floodplain".

**NOTES:**

BASE OF BEARINGS: the northeast right-of-way line of State Highway No. 287 (N 45° 31' 26" E) per the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011) EPOCH 2010.00, based on Real-Time Kinematic Observations utilizing Western Data Systems Virtual Reference Network, as monumented on the ground.

**CONTROLLING MONUMENTS: AS SHOWN**

THE BUILDING SETBACKS ARE NOT ESTABLISHED BY THIS PLAT. THE CURRENT ZONING DISTRICT COVENANTS AND ESTABLISHES THE SETBACKS FOR THIS PROPERTY.

POINT-OF-BEGINNING TO GPS CONTROL POINT NUMBER 28: S31°06'22"E, 305.60'

**REPLAT  
LOT 2R, BLOCK B  
WALNUT GROVE CENTER NORTH ADDITION  
4.1418 ACRES  
REPLAT**

**LOT 2 AND 3, BLOCK B  
WALNUT GROVE CENTER NORTH ADDITION  
JOSEPH H. WITHERSPOON SURVEY, ABSTRACT NO. 1137  
CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS**

SCALE: 1" = 40'

DATE: 02/04/2019

**OWNER:**  
BAYLOR HEALTH CARE SYSTEM  
8001 HWY 27, SUITE 700, DALLAS, TX 75201  
(972) 855-1000

**SURVEYOR:**  
RAYMOND E. OGDONSON JR., INC.  
1000 N. CENTRAL EXPRESSWAY, STE 300  
DALLAS, TX 75201  
972-442-1000  
STATE REG. NO. 10000  
EXPIRATION DATE 12/31/2024

|          |        |         |              |        |                |         |         |
|----------|--------|---------|--------------|--------|----------------|---------|---------|
| RECORDED | INSTR# | JOB NO. | 1813.082.001 | E-FILE | 1813.082.001RP | OWG NO. | 37,0157 |
|----------|--------|---------|--------------|--------|----------------|---------|---------|

July



OWNER'S CERTIFICATE §

STATE OF TEXAS §  
COUNTY OF ELLIS §

WHEREAS, Baylor Health Care System, acting by and through Wes Huff, duly authorized so to act, does hereby adopt this plat designating the herein above described tract of land herein proposed as Lot 2R, Block B, Walnut Grove Center North Addition, being a replat of Lots 2 and 3, Block B, Walnut Grove Center North, an addition to the City of Midlothian, Ellis County, Texas, recorded in Cabinet F, Silos 185, Plat Records, Ellis County, Texas, and being more particularly described as follows:

Being a tract of land situated in the Joseph H. Witherspoon Survey, Abstract Number 1137, City of Midlothian, Ellis County, Texas, being all of Lot 2 and Lot 3, Block B, Walnut Grove Center North, an addition to the City of Midlothian according to the plat recorded in Cabinet F, Silos 185, Plat Records, Ellis County, Texas, as amended by Ratification recorded in Volume 1896, Page 1504, Affidavit recorded in Volume 1898, Page 2351, Deed Records, Ellis County, Texas, and Affidavit recorded in County Clerk Number 1835529, Official Public Records, Ellis County, Texas, being conveyed to Baylor Health Care System by Warranty Deed recorded in Instrument Number 185768, Deed Records, Ellis County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod with red plastic cap stamped "P.L.S. 3688" found in the northeast line of State Highway No. 287 (a variable width right-of-way, 315 feet wide at this point) of the west corner of said Lot 3;

**THENCE** North 44° 38' 30" East, along the northwest line of said Lot 3 a distance of 400.00 feet to a point for the north corner of said Lot 3, from which a found 1/2" iron rod with yellow plastic cap stamped "Britton Crawford" bears North 35° 55' 55" East a distance of 0.30 feet;

**THENCE** South 45° 21' 30" East, along the northeast line of said Lot 3, passing at a distance of 226.05 feet for the east corner of said Lot 3 and the north corner of said Lot 2, continuing along the northeast line of said Lot 2 a total distance of 451.05 feet to a point at the west corner of said Lot 2 and the north corner of Lot 1, said Block B, Walnut Grove Center North addition, from which a found 1/2" iron rod bears South 78° 53' 32" West a distance of 0.14 feet and a 1/2" iron rod with red plastic cap stamped "P.L.S. 3688" found at the north corner of Lot 2, Block A, said Walnut Grove Center North addition bears South 45° 21' 30" East a distance of 584.88 feet;

**THENCE** South 44° 38' 30" West, along the southeast line of said Lot 2 and the northwest line of said Lot 1, a distance of 393.98 feet to a 1/2" iron rod found in the northeast line of said State Highway No. 287, at the south corner of said Lot 2 and the west corner of said Lot 1;

**THENCE** North 45° 20' 45" West, along the northeast line of said State Highway No. 287 and the southwest line of said Lot 2 a distance of 57.42 feet to a 1/2" iron rod with yellow plastic cap stamped "Britton Crawford" found at an angle point;

**THENCE** North 45° 21' 29" West, continuing along the northeast line of said State Highway No. 287 and the southwest line of said Lot 2, passing at a distance of 167.58 feet for the west corner of said Lot 2 and the south corner of said Lot 3, continuing along the southwest line of said Lot 3 a total distance of 303.63 feet to the POINT OF BEGINNING, containing 100.421 square feet or 4.142 acres, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Baylor Health Care System, acting by and through Wes Huff, duly authorized so to act, does hereby adopt this plat designating the herein above described property as Lot 2R, Block B, Walnut Grove Center North, an addition to the City of Midlothian, Ellis County, Texas, being a replat of Lots 2 and 3, Block B, Walnut Grove Center North, and does hereby dedicate to the public use hereon, the streets and easements shown hereon. The easements are hereby reserved for the purposes indicated. No permanent structures (buildings, fences, trees, shrubs, or paving) shall be constructed or placed upon, over or across said easements as shown, except with the written permission of the City of Midlothian, Texas. Said easements being hereby reserved for the public use and accommodation of all public utilities. All and any public utility shall have the full right and privilege to remove or keep removed all or any parts of any buildings, fences, trees, shrubs, paving or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective utility system located within the easement, and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements, for the purpose of constructing, reconstructing, expanding, repairing, maintaining and adding or removing all or part of its respective system without the necessity of any line of procuring the permission of anyone. The reconstruction, relocation, or other replacement of any buildings, fences, trees, shrubs, paving or other improvements or growths within such easements shall incur no responsibility or liability to the City of Midlothian, Texas. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or originally performed by that utility.) There will be no permanent structures (buildings, fences, trees, shrubs, paving or other improvements or growths) or structures built, placed or planted within the 100-year floodplain, designated as Floodway Easement. The maintenance of all easements shown hereon shall be the responsibility of the property owners.

This plat approved subject to all platting ordinances, rules, regulations of the City of Midlothian, Texas.

WITNESS my hand at Dallas, Texas, this 10th day of July, 2019.

Baylor Health Care System,  
a Texas non-profit corporation

By: Baylor Scott & White Health,  
its agent

By: Wes Huff  
Senior Vice President, Real Estate

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Wes Huff**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity stated.

GIVEN under my hand and seal of office this 10th day of

July, 2019.

*Sandra Willoughby*  
Notary Public in and for the State of Texas



PLANNING DEPARTMENT APPROVAL

Approved: 7/18 2019.

CITY OF MIDLOTHIAN  
ELLIS COUNTY, TEXAS

By: *[Signature]* Planning Director

Attest: *[Signature]* Planning Assistant

Attest: *[Signature]* City Engineer

Approved: 7/18 2019.

SURVEYOR'S CERTIFICATE

THIS is to certify that I, Dale R. White, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that all lot corners, angle points, and points of curve have been properly marked on the ground, and that this plat correctly represents that survey made by me.

*[Signature]*  
Dale R. White No. 4762



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Dale R. White, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity stated.

GIVEN under my hand and seal of office this 10th day of July, 2019.

*[Signature]*  
Notary Public in and for the State of Texas



REPLAT  
LOT 2R, BLOCK B  
WALNUT GROVE CENTER NORTH ADDITION  
4.1418 ACRES

REPLAT  
LOTS 2 AND 3, BLOCK B  
WALNUT GROVE CENTER NORTH ADDITION  
JOSEPH H. WITHERSPOON SURVEY, ABSTRACT NO. 1137  
CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS

SCALE: 1" = 40'

DATE: 02/04/2019

BY: **DAYLOR HEALTH CARE SYSTEM**  
2001 BRIAN ST., SUITE 700, LB#4  
DALLAS, TX 75201  
(214) 922-1088

SURVEYOR:  
**RAYMOND L. GOODSON JR., INC.**  
1000 N. CENTRAL EXPRESSWAY, 7TH FLOOR  
DALLAS, TX 75201  
214-759-7777  
raygoodson.com  
TX-PS 1800 #1-494  
EXP. DATE 07/01/2021

RECORDED INST# 1813.082.001 E-FILE 1813.082.001R DWG NO. 27,0152



## EXHIBIT "C"

### LEASEHOLD IMPROVEMENTS AGREEMENT

For purposes of accepting the Premises prior to Construction of the Tenant Improvements, Tenant agrees to accept the Premises in "**AS-IS, WHERE IS**" condition. **CBRE, INC. SHALL ACT SOLELY AS LANDLORD'S REPRESENTATIVE.** Tenant Improvements in the Premises will be completed in accordance with the following procedures:

1. **Design of Premises:** Using information supplied by Tenant, Landlord's architect, interior designer or consulting engineer ("**Architect**") shall prepare for Tenant a layout of the Premises that will be delivered to and approved by Tenant. If after Lease execution, Tenant must approve within three (3) days. Landlord shall provide this layout and one (1) revision to Tenant on a complimentary basis. The cost of any revisions thereafter as well as the cost of Landlord's Architect preparing any documents related to the design and/or construction of the Premises shall be the sole responsibility of Tenant. The approved layout is hereinafter referred to as the "**Final Space Plan**". If prior to Lease execution, Lease must be executed at this point before any further architectural drawings are produced. From the Final Space Plan, Landlord's Architect will prepare working drawings, which must include, but are not limited to, architectural, mechanical, electrical, and plumbing working drawings together with specifications necessary to complete the improvements. When those drawings and specifications (collectively, the "**Construction Documents**") have been completed, Landlord shall deliver them to Tenant. Within ten (10) business days after delivery by Landlord to Tenant, Tenant shall deliver signed Construction Documents to Landlord indicating Tenants approval of the same. If Tenant properly and timely objects to the Construction Documents, then Landlord and Tenant shall promptly review the Construction Documents and cooperate in good faith to attempt to come to an agreement on any changes to be made to the Construction Documents. Landlord shall then promptly deliver revised drawings to Tenant, incorporating any reasonable changes requested by Tenant. Tenant shall deliver its reasonable written objections to Landlord within ten (10) days after delivery by Landlord of the revised drawings. This process will be repeated a reasonable number of times at Tenant's sole cost until Landlord and Tenant agree upon final drawings. Tenant signing the approved drawings shall acknowledge such agreement. The approved drawings are hereinafter referred to as the "**Approved Construction Documents**". The Approved Construction Documents are subject to review and approval by all required local, state or federal regulatory agencies and/or a licensed consultant. All associated costs of review and revisions shall be at Tenant's expense. Tenant's failure to approve any of the drawings shall be a Tenant Delay. Notwithstanding the above, in no event will design and engineer fees (architectural, mechanical and structural engineering) exceed \$70,000.
2. **Contractors:** Landlord shall, in its sole discretion select the contractor and subcontractors who shall construct the Tenant Improvements (the "**Contractor**"). Contractor must meet all standards contained in and follow all provisions of Contractor's Rules and Regulations, attached hereto as Exhibit "G". Landlord or Landlord's representative and Tenant shall inspect the Tenant Improvements to ensure that the work has been completed in accordance with the Approved

Construction Documents and in accordance with all laws and good and generally acceptable construction practices.

3. **Tenant Improvements:** Within ten (10) days of Landlord receiving Approved Construction Documents from Tenant and Contractors construction estimate, Landlord will submit to Tenant an estimate of all costs associated with the build out of the Premises, including but not limited to architectural and engineering fees, permits, surveys, construction, ADA and TAS review and construction contingency for the Tenant Improvements hereinafter referred to as the **"Project Costs"**. If Tenant objects to the estimate within five (5) days after delivery from Landlord, then Landlord and Tenant shall promptly review the estimate and cooperate in good faith to attempt to come to an agreement on any changes to be made to the estimate. Landlord shall then submit a revised estimate to Tenant, incorporating any reasonable changes requested by Tenant. This process will be repeated a reasonable number of times until Landlord and Tenant are able to agree upon a final estimate. Contractor shall cause the materials to be obtained and installed, and work to be performed, in the Premises as described in the Approved Construction Documents. Those materials and work are hereinafter referred to as the **"Tenant Improvements"**. Landlord shall not release Contractor to proceed with construction of the Tenant Improvements until Landlord and Tenant agree upon a final estimate. Landlord shall submit to Tenant for approval an Authorization to Proceed letter (the **"Authorization to Proceed"**), which shall state the Project Costs. The cost of an asbestos survey shall be included in the Project Cost and shall be the sole responsibility of the Tenant. If asbestos is found, Landlord shall be responsible for any abatement work and its respective cost.
4. **Landlord's Monetary Obligation.** Contractor will construct the Tenant Improvements in the Premises in accordance with the Approved Construction Documents, as they may be revised as set forth herein. Landlord's sole monetary obligation for the Tenant Improvements is to pay an amount (the **"Allowance"**) not to exceed three hundred and nineteen thousand, eight hundred and fifteen Dollars (\$319,815). If the cost of the Tenant Improvements is less than the amount of the Allowance, then Landlord will be obligated to pay only for the actual cost of the Tenant Improvements, and there will be no credit given for the balance of the Allowance. If the cost of the Tenant Improvements is greater than the amount of the Allowance, Tenant shall be required to pay Landlord monthly in arrears the amount by which the Project Cost exceeds the Allowance (the **"Tenant's Cost"**). For the purposes of the Tenant's Cost, Tenant will reimburse Landlord based on invoices and construction draws provided by Landlord. Landlord and Tenant understand and agree that the Allowance is given based upon Tenant's commitment to lease the Premises for the Rent and Term set forth in the Lease, and that the Allowance is recouped by Landlord through Tenant's payment of such Rent over the Term of Lease. In the event that Tenant fails, refuses, or for any reason does not fulfill Tenant's commitment to lease the Premises as set forth in the Lease, Landlord and Tenant agree that in addition to any other remedy available to Landlord under the Lease and/or the law, Tenant shall pay to Landlord the total sum equal to that portion of the Allowance which has not been recouped by Landlord through Tenant's payment of Rent over the Term of the Lease.
5. **Commencement of Construction.** Landlord shall not release Contractor to

proceed with construction of the Tenant Improvements until the following have occurred:

- (i) Tenant has executed and returned to Landlord the Authorization to Proceed;
- (ii) Tenant has executed and returned to Landlord a signed Lease; and

6. **Change Orders.** Any changes to the Approved Construction Documents requested by Tenant (hereinafter referred to as a "**Change Order**") will be subject to Landlord's prior written approval, which shall not be unreasonably withheld. After receiving a request from Tenant for any change acceptable to Landlord, Landlord shall direct Architect to present Change Order to Contractor for pricing. All costs associated with the Change Order, including but not limited to architectural, engineering and construction fees shall be presented to Tenant for approval. If Tenant fails to approve the Change Order pricing within five (5) days after delivery by Landlord, Tenant will be deemed to have withdrawn the requested Change Order and Contractor will not be obligated to construct the Change Order, however, Tenant shall be responsible for all costs related to the Change Order request.

7. **Permits.** Landlord shall coordinate with Architect and Contractor to obtain all authorizations, approvals and permits required by any governmental and regulatory entity for the Tenant Improvements. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

8. **Commencement of Lease Term and Tenant's Obligation to Pay Rent.**

a. **Commencement Date.** Notwithstanding anything in the Lease to the contrary, the term of the Lease and Tenant's obligation to pay rent will commence as defined in Section 2 of the Lease.

b. **Substantial Completion.** The Tenant Improvements will be deemed substantially completed for the purposes of this Lease notwithstanding the fact that minor details of construction, mechanical adjustment or decoration remain to be performed, if the non-completion of those details does not materially interfere with Tenant's Use of the Premises or the issuance of a Certificate of Occupancy for the Premises.

c. **Tenant Delays.** Tenant will be responsible for any delay in completion of the Tenant Improvements resulting from:

- (i) Tenants failure to provide or approve any plans or drawings within set time frames as stated in Paragraph 1;
- (ii) any request for a change, modification or revision by Tenant to any of the Approved Construction Documents;
- (iii) any request by Tenant for materials, finishes or installations other than Landlord's Building standard items or long lead-time items which are not readily available in the area where the Premises are located;

- (iv) any failure by Tenant to timely supply any information necessary to complete the Approved Construction Documents or information otherwise reasonably required by Landlord;
- (v) any breach or default by Tenant in the performance of Tenant's obligations or monetary payments;
- (vi) any request by Tenant for a Change Order after the Approved Construction Documents are approved;
- (viii) any interference with Tenant Improvements by Tenant or any contractor of Tenant; or
- (ix) any other delay caused by Tenant, or Tenant's employees, agents or independent contractors.

Any such delay (a "**Tenant Delay**") will extend the time for performance of Landlord's/ Contractor's obligations by an amount of time equal to the length of the Tenant Delay, however, the Term of the Lease and the Tenant's obligation to pay Rent will remain unchanged and shall commence as provided in paragraph 8 above.

- d. **Uncontrollable Delays.** If a delay in substantially completing the Tenant Improvements, or if any substantial portion of a delay, is the result of a strike or other labor trouble, fire or other casualty, governmental pre-emption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor, or any other cause beyond Landlord's reasonable control (an "**Uncontrollable Delay**"), then each Uncontrollable Delay will extend the time for performance of Landlord's obligations by an amount of time equal to the length of the Uncontrollable Delay and the lease commencement date will be extended accordingly.

- 9. **Default.** A default by Tenant under this **Exhibit "C"** will constitute a default under the Lease and Landlord may exercise Landlord's remedies under the Lease.

- 10. **Defective Work.**

- a. **Punch List.** Landlord shall cause to be provided and shall review with Tenant a written notice specifying any Tenant Improvements that remain to be completed or that, if completed, is defective or otherwise not substantially in accordance with the Approved Construction Documents (a "**Punch List**"). Tenant may deliver to Landlord written notice of any additions to the Punch List within five (5) business days following the Tenant's Occupancy of Premises. If Landlord reasonably determines that the Tenant Improvements have not been completed or that any completed Tenant Improvements are defective, then Landlord shall promptly remedy the defective or incomplete Tenant Improvements.

- b. **Final Approval.** If Tenant does not deliver a written Punch List to Landlord within five (5) days after the Tenant's Occupancy of Premises, then the Tenant Improvements will be deemed to have been fully completed in accordance with the Approved Construction Documents and fully acceptable to Tenant, except for any defects or omissions in the Tenant Improvements not observable upon a reasonable inspection.

11. **Access Before Commencement Date.**

a. **Purposes.** Tenant may have occasional access to the Premises and the Building before the Commencement Date only for the purposes of inspecting the Tenant Improvements. However, all Tenant and Tenant vendor access must be coordinated through Landlord. **LANDLORD SHALL NOT BE LIABLE IN ANY WAY FOR ANY INJURY TO ANY PERSON OR FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR TO ANY OF THE TENANT IMPROVEMENTS OR INSTALLATIONS MADE PRIOR TO THE COMMENCEMENT DATE, THE SAME BEING SOLELY AT TENANT'S RISK, AND TENANT SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY CLAIM, DEMAND OR ACTION ARISING FROM ACTIVITIES OF TENANT AND ITS CONTRACTORS, WORKMEN OR MECHANICS OR BY ANY PERSON ACTING THROUGH TENANT OR ITS CONTRACTORS.**

b. **Tenant's Obligations.** In connection with access, Tenant agrees:

- (i) to cease promptly upon request of Landlord any activity that might interfere with or delay the completion of the Tenant Improvements or the Commencement Date; and
- (ii) to comply and cause Tenant's agents to comply promptly with all procedures and regulations prescribed by Landlord from time to time, including building Rules and Regulations attached as Exhibit "D" to the Lease.

## EXHIBIT "D"

### RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Land, the Building, any parking garage associated therewith, and the appurtenances thereto.

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed nor shall refuse, furniture, boxes or other items be placed therein by Tenant or its officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building to another part of the Building.

2. Canvassing, soliciting and peddling in the Building are prohibited.

3. {Underwriters Laboratories }approved "plug-in" electrical appliances may be installed without Landlord approval if done under safe conditions and without overloading circuits. Portable space heating devices shall be permitted to be used in nonsleeping staff and employee areas where the heating elements of such devices are limited to not more than 212°F (100°C). No wiring may be done, and no heavy electrical equipment may be installed except with Landlord approval and by persons approved by Landlord.

4. Plumbing, fixtures and appliances shall be used only for purposes for which constructed, and no unsuitable material shall be placed therein. Any stoppage or damage resulting to any such fixtures or appliances from misuse (including flushing or disposing of feminine hygiene products) on the part of Tenant or Tenant's agents, employees, or invitees shall be paid by Tenant.

5. Tenant shall not do or cause anything to be done in or about the Building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein or otherwise increase the possibility of fire or other casualty.

6. Landlord shall have the right to prescribe the weight and position of heavy equipment or objects which may cause excessive stress any portion of the floor. All damage done to the Building by the improper placing of such heavy items will be repaired at the sole expense of the responsible tenant.

7. Tenant shall notify the Building manager when its furniture or equipment is to be taken in or out of the Building, and the moving shall be done after written permission is obtained from Landlord on such conditions as Landlord shall reasonably prescribe.

8. All deliveries must be made via the service entrance and service elevator, during normal working hours. Landlord's written approval must be obtained for any delivery after normal working hours. Tenant shall make advance arrangements with Landlord to schedule move-ins or move-outs and to reserve service elevator access. Move-in and move-out must be done before 8:00 a.m. or after 5:00 p.m. or on weekends.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall cooperate with Landlord's employees in keeping the Premises neat and clean.



11. Tenant shall not cause any improper noises in the Building or allow any unpleasant odors to emanate from the Premises, or otherwise interfere, injure or annoy in any way other tenants or such tenant's guests or invitees. No open-flamed cooking is permitted in the Premises or Building.

12. No animals (other than for handicapped persons) or birds shall be brought into or kept in or about the Building.

13. Tenant is responsible, at Tenant's cost, for the disposal of oversized or bulky items. When conditions are such that Tenant must dispose of crates, boxes, or similar materials, it will be the responsibility of Tenant to dispose of same prior to 8:00 a.m., or after 5:00 p.m., unless Tenant makes other arrangements for such disposal with Landlord.

14. Except for diagnostic imaging equipment (MRI, CT, PET/CT, mammography, x-ray, ultrasound, dexta) no machinery, other than ordinary office machines such as typewriters, calculators, desktop computers, facsimile machines, photo copiers, and laboratory equipment, shall be operated in, on or about the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, nor shall a Tenant use or keep in the Building any inflammable or explosive fluid or substance or any illuminating materials, except candles.

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

16. Landlord has the right to evacuate the Building in the event of an emergency or catastrophe. Tenant shall participate in Landlord's emergency or catastrophe drills and Tenant shall designate and maintain an employee as fire warden on file with the Building manager.

17. No food or beverages shall be distributed from Tenant's office without the prior written approval of the Landlord.

18. If Landlord provides janitorial service to the Premises, the janitor or janitors, or other cleaning persons employed by the Landlord will be provided with pass keys to offices in the Building. Such janitor or janitors, or other cleaning persons, and no one else shall be looked to by Tenant to clean and care for the Premises, except by written permission of Landlord or its authorized agent. Landlord may charge Tenant additional fees, to be included in the rent due and payable, for costs of extra janitorial services.

19. No sign or advertisement shall be painted on or attached to the Building without the written consent of Landlord, and all lettering or other characters thereon shall be of the style adopted by Landlord, and at the expense of Tenant, and shall be made so as to be acceptable to Landlord. All pictures, diplomas, decorative items, or other such objects shall be installed, mounted, or hung only in accordance with Landlord's approval and at Tenant's cost. No nails, screws, hooks, or stickers shall be placed in or on the woodwork, partitions, or walls without the written consent of the Landlord.

20. Without prior consent of Landlord, no part of the Premises shall be occupied at any time as sleeping quarters.

21. Landlord shall be authorized to take all such reasonable measures as Landlord may deem advisable for the security of the Building and its occupants, however, Landlord shall have no liability to Tenant or its employees, agents, invitees or licensees for losses due to theft or burglary, or for damage done by unauthorized persons in or about the Building or Premises. For safety of

persons and protection of tenant property, Landlord reserves the right to close and keep locked all entrance and exit doors of the Building for any interval of time deemed appropriate. All persons entering or leaving the Building at times when it is so locked may be required to sign a Building register and may be refused admission except by satisfactory identification and/or other evidence of their right of access to the Building. **LANDLORD ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGE RESULTING FROM ANY ERROR IN REGARD TO ANY SUCH PASS OR IDENTIFICATION, OR FROM THE ADMISSION OF ANY UNAUTHORIZED PERSON TO THE BUILDING.**

22. Tenant will receive a reasonable number of keys for the Premises at the time of its occupancy of the Premises. Thereafter, Tenant may obtain additional or replacement keys for a reasonable charge, or have locks changed at a reasonable charge; provided, Tenant shall not change or allow any locks to be changed in the Premises without Landlord's consent. No duplication or copy of such keys shall be made by any person other than Landlord or its agents. All such keys shall at all times be the property of Landlord and shall be surrendered by Tenant upon request. Landlord may at any time change, alter, or re-key any door lock in the Premises without prior consent of Tenant. Only Landlord has the right to copy keys or to change locks and keys to the Premises.

23. Intentionally omitted

24. Tenant will not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be paid by Tenant. The lighting and air conditioning equipment of the Building will remain the exclusive charge of the Building designated personnel.

25. Vending machines or dispensing machines of any kind will not be placed in the Premises by Tenant.

26. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes, or any other window treatment of any kind whatsoever. Landlord will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change any unapproved lighting, without notice to Tenant, at Tenant's expense.

27. Tenant will refer all contractors, contractor's representatives, and installation technicians rendering any service on or to the Premises for Tenant to Landlord, for Landlord's approval and supervision for performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph equipment, electrical devices, and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment, or any other physical portion of the Building.

28. Landlord reserves the right to amend or rescind any of these rules and to make such other and further rules and regulations as in its reasonable judgment shall from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein, which rules shall be binding upon Tenant upon delivery to Tenant of notice thereof in writing.

29.

30. Tenant is responsible for maintaining a current certificate of occupancy for the Premises with a copy thereof to be provided to Landlord and Building Manager.

31. If Landlord implements or maintains a recycling program for the Building, Tenant must use commercially reasonable efforts to comply with such recycling program.

32. Tenant shall not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.

33. Intentionally omitted

34. Tenant will not permit any party to bring onto the Premises any handgun, firearm or other weapons of any kind, illegal drugs or alcoholic beverages.

35. Tenant shall not permit its employees, invitees or guests to smoke in the Premises, the Building or the Project.

**EXHIBIT "E"**

**PARKING SERVICES**

Intentionally Deleted

**EXHIBIT "F"**

**ACCEPTANCE OF PREMISES MEMORANDUM**

THIS ACCEPTANCE OF PREMISES MEMORANDUM (this "**Memorandum**") is made in connection with that certain Lease Agreement (the "**Lease**") having an Effective Date of \_\_\_\_\_, 2020, between BAYLOR HEALTH CARE SYSTEM as Landlord, and BTDI JV, LLP, as Tenant, covering Suite 120 (the "**Premises**") in a building at Midway Medical Office Building (the "**Building**"), situated on land located in Dallas, Texas, described in **Exhibit "B"** attached to the Lease (the "**Property**").

Tenant hereby stipulates, agrees and acknowledges that:

1. The Commencement Date is \_\_\_\_\_, 2020.
2. Except for those items shown on the attached "**Punch List**," if any, Landlord has fully completed the construction of Tenant improvements required of Landlord under the terms of the Lease and any related Leasehold Improvements Agreement. If a Punch List is attached, then Landlord will cause the items set forth on the Punch List to be completed or corrected within thirty (30) days after the date of this Memorandum, or if any items cannot reasonably be completed or corrected with thirty (30) days, then Landlord will commence the work necessary to complete or correct the items with thirty (30) days and will diligently continue that work until the Punch List items are completed and corrected.
3. The Premises and Building are ready for occupancy, the Landlord has no further obligation for construction with respect to the Premises (except as may be specified in any attached Punch List). The Premises, the Building and the Property are satisfactory to Tenant in all respects (except as may be specified in any attached Punch List).
4. The Premises are suitable for the purpose for which they were leased by Tenant.
5. The Lease remains in full force and effect, enforceable in accordance with its terms and Tenant has no claims, counterclaims, set offs or defenses against Landlord arising out of the Lease.

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2020

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "G"

### CONTRACTOR'S RULES & REGULATIONS

#### I. GENERAL

- A. All reference to the "Landlord" shall hereinafter mean "Owner" and all reference to CBRE, Inc., is hereinafter referred to as "Building Management".
- B. All general Contractors, Sub-Contractors, tenants of the building, and suppliers of material are hereinafter referred to as "Contractor(s)". Contractors working in or about the property must have prior written approval from the Building Management before any type of Work may commence.
- C. All referenced material, labor, services, taxes, after hours costs, shipping, permits, fees or construction and/or other reference processes performed by Contractor shall be hereinafter referred to as "Work".
- D. All Contractors must be licensed in the state in which the Work is performed, bonded and have working experience in commercial properties. Written documentation/certification and previous job references are required prior to the commencement of any type of Work. Any exceptions must be approved in writing by a Vice President of CBRE, Inc.
- E. Where applicable, permits must be obtained from the City Building Department or other governing agency prior to the commencement of Work. Permits must be posted at the job site in accordance to the governing body.
- F. Contractor shall maintain the following insurance policies, covering the activities of Contractor and Contractor's Employees under this Agreement, throughout the Term:
  - 1.) Commercial General Liability insurance shall have a minimum of the following limits: (a) \$2,000,000 per occurrence, bodily injury and property damage liability, (b) \$2,000,000 per occurrence, personal and advertising injury liability, (c) \$2,000,000 products and completed operations policy aggregate, and (d) \$2,000,000 general aggregate. CGL insurance shall cover liability including, but not limited to, that arising from premises, operations, independent contractors, products-completed operations, property damage, personal injury, advertising injury, and broad form contractual liability. The commercial general liability policy shall be on an occurrence coverage form and shall be endorsed to provide that the aggregate limit applies separately on a per-project basis.
  - 2.) Comprehensive automobile liability for owned, hired and non-owned motor vehicles in an amount of not less than \$1,000,000 combined single limit.
  - 3.) Workers' Compensation insurance, with statutory limits as required by the State of Texas. Such insurance shall include employer's liability coverage in limits not less than \$1,000,000 per accident, per employee, \$1,000,000 per disease per employee and \$1,000,000 disease aggregate policy limit.



Building Management and Owner shall be included as an additional insured on Contractor's general liability policy with respect to claims or liabilities arising from or connected with Contractor's performance or ongoing and completed operations under the Agreement. All such policies of insurance of Contractor shall not be cancelled nor the coverage materially modified without providing 30 days prior written notice to Owner. None of the requirements contained herein as to types, limits, or Owner's approval of insurance coverage to be maintained by Contractor is intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Agreement or otherwise provided by law. The required insurance shall be placed by insurers at all times having an AM Best Rating of not less than A- IX, unless otherwise approved in writing by Owner. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Owner and Building Management. Evidence of the insurance coverage required to be maintained by Contractor hereunder, represented by certificates of insurance, must be furnished to Building Management within seven (7) days of Contractor's execution of the Agreement and thereafter upon renewal or replacement of each required policy of insurance.

- G. All Contractors shall keep the premises and improvements free and clear of all liens arising out of or claimed by reason of any Work performed, materials furnished, or obligations incurred.

The Contractor is responsible for the payment of all bills for labor and materials furnished by, or to, the Sub-Contractors and himself on this Project, and the Contractor shall also deliver to the Owner a Waiver of Liens in duplicate from himself and each of his Sub-Contractors, if any, and at such time he shall certify that he is submitting such lien waivers for all Sub-Contractors involved. A bond in lieu of Waivers will not be satisfactory.

- H. Upon completion of Work, Contractor shall furnish to Building Management two complete copies of the below items:

- 1) A copy of permit and all approval tags and/or signatures as provided by the governing body.
- 2) Certificate of Occupancy.
- 3) All manufacturers warranties on material and equipment as defined in Article X of said Building Rules and Regulations must be furnished.
- 4) Contractors as-built drawings
- 5) Attic stock

- I. It is imperative that good business/professional conduct be maintained by all Contractor's personnel while they are on the property and that they are properly dressed for the environment they are working in and the job being done. Contractor shall not employ any unfit person or anyone not skilled in the task assigned to him.

- J. The Building Management reserves the right to bar any individual from the property as a result of their inappropriate behavior or workmanship while on or about the property.

- K. Contractor is not permitted to post any sign on the job site advertising the name of Contractor or Sub-Contractor.

- L. It will be the option of the Building Management to call a general meeting with the Contractor to reiterate and enforce the Rules and Regulations listed within this agreement.
- M. Approval of drawings, details, schedules, etc., by the Building Management shall not relieve the Contractor from the responsibility for compliance with local, county, state or federal laws, rules, ordinances, or Rules and Regulations of commissions, boards, or other authorities having jurisdiction.
- N. Any Tenant directly employing a Contractor or vendor to perform Work within the buildings, such Contractor or vendor will adhere to all of the items required in this document.
- O. Contractor must register each on-site job supervisor and superintendent with Building Management.
- P. Contractor must supply all employees and agents of the Contractor with an identification badge that clearly states the individuals name and employer.

## II. CONSTRUCTION SCHEDULE

- A. Prior to the commencement of Work, the Contractor shall provide Building Management with a projected schedule showing the major items of Work with the dates of their start and finish with significant milestones for architect's inspection and certification. A projected date of final completion shall also be included. This date shall be the time when all trades have completed their Work and the suite or completed job is ready to be turned over to the tenant or Building Management.
- B. If the Contractor defaults or persistently fails and/or neglects to carry out the Work and/or correct any Work rejected by Building Management in accordance with the Contract Documents and/or Building Rules and Regulations Agreement, the Owner, after twenty-four (24) hours written notice to the Contractor, without prejudice to any other remedy he may have, may make good such deficiencies. Owner may also deduct the cost thereof including compensation for additional services made necessary from the payment then or thereafter due the Contractor. The Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method he deems expedient. If the remaining balance of the Contract Sum is greater than the expense of finishing the Work, the excess shall be paid to the Contractor. If the remaining balance is less than the expense of finishing the Work, the Contractor shall pay the difference to the Owner.

## III. HOURS

- A. Hours in which the Work will commence and end each day must be approved by the Building Management prior to the commencement of the project. No variation to the agreed upon hours will be permitted unless authorization is obtained from Building Management.

- B. Hours will further be limited by the Contractor's Rules and Regulations as stated herein.
- C. Building Management must be notified of all "after hours" and weekend Work at least twelve (12) hours in advance (see "Article V, Paragraph A). "After hours" work is defined to be before 7:00 a.m. and after 5:00 p.m.

#### IV. ELEVATORS

- A. All Contractor's personnel will enter and exit through a designated entrance and possibly a designated freight elevator. Use of the building main floor, lobbies, or elevator lobbies is prohibited for storing material even on a temporary basis.

Specific building moving and freight policies are established and must be reviewed with Building Management. Where applicable such freight policies will be included withal Contracts being executed. Elevators shall be used strictly between the freight entrance and the floor on which Work is occurring.

No elevator will be placed on independent operation by the Contractor without Building Management approval.

- B. Items which exceed the weight limit of the elevator must be disassembled and transported in sections, or they will not be allowed in the building. Contact the Building Management if there are any questions concerning the weight capacity of the elevators.
- C. Items which will require the removal of elevator ceiling panels as a result of their size must be cleared with the Building Management a minimum of 24 hours in advance. This will allow sufficient time to contact the elevator company to assure their presence when the items are transported in the elevator. Any expense incurred by the elevator company shall be charged to the Contractor.
- D. The freight elevator is available for use Monday through Friday in accordance with the hours indicated on the freight policies established for the property. Its use must be coordinated with other Contractors and they will attempt to minimize any conflicts. The freight elevator is available at other times with prior notice given to Building Management. During peak usage times (i.e. lunch hours), the priority will remain for tenant's use.
- E. Freight and Contractor's material is not allowed on any passenger elevator.

#### V. NOISE AND ODOR RESTRICTION

- A. Since Work will occur while other businesses in the building are operating, noise is a major consideration. Therefore, excessive noise is a major consideration. Therefore, excessive noise, which may disturb tenants, will force us to halt Work temporarily. If a specific task, such as core drilling, rotor hammering, hilti-shots, etc. involves making disruptive noises, it will be necessary for the Contractor to make arrangements for these tasks to be done between 5:00 p.m. and 7:00 a.m. on weekdays and/or during weekends or as specifically posted by Building Management. Contractor to notify Management 24 hours in advance of any work

involving excessive work or odors. Fire and Life Safety equipment must be tested after hours.

- B. It is the responsibility of the Contractor to instruct all construction personnel that noise will be minimized at all times. Radios and tape recorders, etc. are not allowed on job site.
- C. Acceptable noise level shall be determined solely by the Building Management.
- D. Tobacco products are not permitted on job sites.
- E. The odors which arise when various construction procedures are done can cause discomfort to the tenants of the building. Examples of these odor concerns are carpet adhesive, wallpaper sizing, wood stains and finishes, and painting. Air spraying is strictly prohibited in the building. Any exceptions must be approved in writing by an officer of CBRE, Inc. These activities which sometimes produce odor problems for tenants in the building will be done during evening non-business hours, as approved by Building Management.
- F. Certain buildings use a common return air plenum for HVAC. It is the Contractors responsibility to install temporary filters on the return air ducts to control potential dust damage to air handling equipment. The Contractor must also ascertain times that the central air handlers are not used.
- G. Should any tenant complain about the noise being excessive or odors causing discomfort, the Contractor will be required to halt that specific construction activity until after hours on weekdays or perform the Work on weekends. Failure on behalf of the Contractor to comply will result in the job shutting down with no extension to the completion deadline nor waiver of any penalties associated with such deadline.

#### VI. DAMAGE TO PROPERTY

- A. It is the Contractor's responsibility to assure that no damage is done to the property or buildings by his employees or agents acting on behalf of the Contractor.
- B. The Contractor shall assume the financial responsibility for repairing any damage to the property, resulting directly or indirectly from the acts of the Contractor, or his Sub-Contractors. If Contractor waives his right to walk-through prior to the commencement of Work, then Building management shall be the sole judge of damages incurred.
- C. It is the Contractor's responsibility to provide walk-off mats at the job site.
- D. The Contractor must install and maintain plastic barriers to protect the existing windows and window coverings prior to the start of work.
- E. The Contractor must install and maintain cardboard (or similar protection) to all doors in the work area and on the path of travel to the work area.
- F. It is the Contractor's responsibility to provide, when necessary, elevator padding to protect all inside surfaces of the elevators.

- G. It will be the option of Building Management to stop Work, should excessive damage to the property occur.
- H. It is the Contractor's responsibility to provide plastic barrier walls for dust proofing existing improved areas.
- I. It is the Contractor's responsibility to secure the premises at all times.

#### VII. PARKING

- A. Contractors and Sub-Contractors will observe all parking regulations established by Owner.
- B. Contractors will have a designated parking area and will not be required to pay for parking.
- C. The Contractor must verify the weight load restrictions of all decks and parking surfaces.

#### VIII. TRASH

- A. It is the responsibility of the Contractor to provide refuse disposal containers at his own cost. These containers will be placed in designated locations and must meet Building Management's standard relating to safety and aesthetics daily. It will be the responsibility of the Contractor to keep the area around the container(s) neat and orderly daily. It will be important to assure that a "trail" of debris is not left between the Work area and refuse container(s).
- B. The building trash containers are not to be utilized by a Contractor without permission from the Building Management. A fee will be assessed to the Contractor for use of these containers, based on a proportion of the contract price.
- C. The Work will be done in a neat and orderly manner. It will be the responsibility of the Contractor to assure that at all times public hallways, staircases and elevators are kept clean, neat and in an acceptable manner for normal tenant use.
- D. The Contractor is required to frequently clean up and remove from the Work area, all refuse, rubbish, scrap material and debris. Should Building Management find it necessary to clean up after the Contractor, whether it be in the Work area or public areas of the property, all expenses related to the clean up will be charged to the Contractor.

#### IX. SAFETY

- A. Any and all safety equipment, such as barricades, rigging, fire extinguishers, first aid supplies, etc., will be provided by the Contractor. It is the responsibility of the Contractor to protect all individuals surrounding the Work area. All liability shall be the responsibility of the Contractor.
- B. All holes drilled or cut into the core must be covered at all times.

#### X. WARRANTIES/GUARANTEES

- A. Any warranty and/or guarantee on materials used and/or workmanship provided shall be submitted in writing to Building Management. This includes manufacturers Warranties on material and equipment as well as any type of expressed or implied guarantee by Contractor.
- B. Manufacturers warranties which will be forwarded to Building Management shall include publications provided by manufacturer such as operation manuals, troubleshooting/maintenance guides and specifications/details.

#### XI. RESTROOMS AND SERVICES

- A. Owner will provide temporary power and water for Contractor's use during construction.. The Contractor is responsible to clean the business walls and floors after use. Should location of either power or water be such that Contractor deems it necessary to install additional service at a location other than provided by Owner, then the expense of this relocation will be paid for by Contractor. The Contractor or Sub-Contractors will not use the public restrooms.
- B. Contractor will provide restroom facilities for the use by the Contractor. Contractor will be responsible for any damage or extra cleaning necessary which is caused by Contractor.
- C. The Contractor or Sub-Contractors are not allowed to use any phones in tenant suites. Pay telephones in public areas of the building must be kept clean. If Building Management is required to clean the phones and area around phones after Contractor's usage, the Contractor will be charged for such cleaning. If disregard for cleanliness continues, the Contractor will not be allowed to use any phones on the property.

#### XII. SECURITY

- A. Locked storage of tools, material or equipment shall be the Contractor's responsibility.

#### XIII. EMERGENCY CONTACT

- A. Prior to the commencement of work, the Contractor shall provide the Building Management with an emergency contact name and telephone number that can be contacted 24 hours a day.

#### XIV. INTENT AND INTERPRETATIONS

- A. It is the intent of these Rules and Regulations to encompass all applicable labor, material and equipment necessary to completely finish the Work described by Building management in a workmanlike manner.
- B. Where the Contractor wishes to make substitutions for items specifically called out on drawings, specifications, etc., Contractor shall submit in writing to the architect and/or Building Management: samples; technical data; performance data; etc., as required. Such material shall be submitted far enough in advance to allow time for review and written approval without causing delay in the Work. Any substitutions



used without written approval shall be subject to rejection and replacement at Contractor's expense.

- C. The entire system to which the substitution applies, and all Work installed in connection with the substitution must function as a unit as originally intended.
- D. Cost of any change in Work due to improper checking and coordination by Contractor shall be paid for by Contractor. Contractor shall also be responsible for all additional costs in the re-coordination of trades and replacement of material.

By executing this Agreement, the Contractor represents that he has or will, prior to commencement of Work, determine and verify all field measurements, field construction criteria, materials, catalogue numbers and similar data and that he has checked and coordinated all drawings, specifications, etc.

The Contractor accepts and is willing to perform all Work in a workmanlike manner and in accordance with standard practice. Any extra cost based on drawings or changes shall be brought to the attention of Building management in writing and if not mentioned, it will be assumed that no extra cost is involved for making a change, deviation or omission from the original drawings, details or specifications.

The undersigned acknowledges receipt and acceptance of the Contractor's Rules and Regulations as stated. The undersigned will take full responsibility for:

- 1. Communicating Rules and Regulations to all Contractor's personnel and Sub-Contractors;
- 2. Enforcing Rules and Regulations in regards to employees of Contractor and Sub-Contractors.

Signed by: \_\_\_\_\_  
Tenant Contractor

Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Company: \_\_\_\_\_ Company: \_\_\_\_\_

Signed by: \_\_\_\_\_  
Authorized CBRE, Inc. Representative

Date: \_\_\_\_\_

A COPY OF THIS DOCUMENT EXECUTED BY ALL PARTIES MUST BE POSTED AT THE JOB SITE FOR THE ENTIRE PERIOD OF CONSTRUCTION ACTIVITY.

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