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Tomball, Texas 77375
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DATE: 09/12/2022

CONTRACTOR: BOATMAN CONSTRUCTION LLC
27905 Commercial Park Road, Suite 100
Tomball, TX 77375

SUBCONTRACTOR: National TAB
1329 E Kemper Rd Ste 4210
Cincinnati, OH 45246

WORK: Testing and Balancing
Pursuant to quote dated 08/04/2022

PROJECT: Legent North Houston Surgical Hospital
24429 Tomball Parkway, Suite 100
Tomball, TX 77375

OWNER: LEGENT North Houston Surgical Hospital, LLC
c/o PSN Affiliates
4090 Mapleshade Lane, Suite 220
Plano, TX 75093

PROJECT NO.: 2222

ARCHITECT: XA Collective
21750 Hardy Oak Blvd, Suite 102
San Antonio, TX 78258

CONTRACT AMOUNT: \$8,400.00

SALES TAX: Materials only

RETAINED PERCENTAGE: 10%

PAYMENT AND PERFORMANCE

BONDS: Required Not Required

(The above terms are incorporated by reference and are more fully explained below.)

Contractor, and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns, as follows:

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1. WORK

1.1 Subcontractor shall perform and furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to prosecute and complete the work, being a portion of the work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor in a good and workmanlike manner strictly in accordance with the Contract Documents, consisting of the Contract and the plans, specifications (including, but not limited to, general, special and supplemental conditions), addenda and other documents identified in **Schedule A** attached hereto, and all subsequently and duly issued modifications thereto.

1.2 The Contract Documents are available for examination by Subcontractor at all reasonable times at the office of Contractor. Subcontractor represents and agrees that it has carefully examined and understands the Contract Documents relevant to the Work; has adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Contractor.

1.3 With respect to the Work, Subcontractor agrees to be bound to Contractor by the terms and conditions of the Contract Documents and this Subcontract and hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner.

2. PRICE

2.1 Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work and all the duties, obligations and responsibilities of Subcontractor under this Subcontract, the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work is to be performed on a unit price basis and based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shall be deemed to include all costs of Subcontractor's performance of the Work, including, but not limited to, the costs of labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage, insurance and taxes, and allowance for overhead and profit.

3. PROGRESS PAYMENTS

3.1 Within 10 days, Subcontractor shall submit to Contractor a detailed schedule showing a cost breakdown (with proper share of associated overhead and profit) of the Price according to the various line items, or parts, of the Work, for use only as a basis of checking Subcontractor's applications for payment or supporting Contractor's applications for payments under the Contract.

3.2 On the 25th of each Month, Subcontractor shall submit to Contractor, in such form and supported by such data as Contractor may require, a progress payment application showing the value of the Work installed ("Completed Work"), plus the value of the material and equipment for incorporation in the Work suitably (to the satisfaction of Contractor and Architect) stored at the Project site or other approved location ("Stored Work") if, and only if, the Contract Documents provide for payments to Contractor on that basis, as of such date.

3.3 Within 7 days after receiving a progress payment from Owner under the Contract, Contractor shall make a progress payment to Subcontractor equal to the value of the Completed Work and Stored Work as of the corresponding Monthly Billing Date, to the extent approved by Contractor and allowed and paid by Owner on account of the Work, and after deducting (a) all previous payments (b) current retainage (meaning a reserve equal to the Retained Percentage times the allowed value of Completed Work and Stored Work, plus any extraordinary reserve provided for herein) and (c) all charges or back charges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor. If Owner fails to make a regular progress payment to Contractor under the Contract, and such failure is caused by Contractor's default and not by any act or omissions of Subcontractor, Contractor shall, nevertheless, within 7 days after written demand by Subcontractor, make the progress payment to Subcontractor described above and otherwise due.

3.4 Contractor reserves the right to advance the date of any payment (including final payment) under this Subcontract if, in its sole judgment, it becomes desirable to do so.

4. FINAL PAYMENT

4.1 A final payment, consisting of the unpaid balance of the Price, shall be made within 45 days after the last of the following to occur: (a) completion of the Work by Subcontractor, (b) acceptance thereof by the Architect and Owner, (c) final payment by Owner to Contractor under the Contract on account of the Work, (d) furnishing of evidence satisfactory to Contractor that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred in connection with the Work, (e) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors and (f) delivery of a general release, in a form satisfactory to Contractor, executed by Subcontractor running to and in favor of Contractor and Owner.

5. PAYMENT CONDITIONS

5.1 Subcontractor will receive the payments made by Contractor and will hold the right to receive such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work justifying such payments, and all taxes and insurance applicable thereto; and Subcontractor will so apply the payments from Contractor.

5.2 Subcontractor shall, as often as requested by Contractor, furnish such information, evidence and substantiation as Contractor may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.3 Contractor reserves the right to withhold, as an extraordinary reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Subcontractor (or its subcontractors) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project or (b) to remedy any other default by Subcontractor hereunder.

5.4 No payment hereunder shall be conclusive evidence of the performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty or improper work or materials.

6. TIME

6.1 Time is of the essence. Therefore, Subcontractor shall: (a) submit to Contractor within 10 days a detailed, proposed schedule for the Work for Contractor's use in preparing an overall progress schedule for the entire work and its several parts under the Contract; (b) begin the Work upon Contractor's order to do so; (c) coordinate and perform the Work, and its several parts, diligently and promptly and in such order and sequence as Contractor may direct and as will assure the efficient and timely prosecution, and will not delay completion of the entire work and its several parts under the Contract; and (d) furnish at all times sufficient, qualified and competent forces and supervision, and adequate, conforming and usable materials, equipment, plant, tools and other necessary things, to achieve progress according to Contractor's progress schedule, including any specific schedule for Subcontractor's Work attached hereto as **Schedule B**, and any revisions thereof by Contractor.

6.2 Without limiting the generality of the foregoing, Subcontractor shall: (i) submit, with its proposed schedule, information showing the time required to prepare and approve shop drawings, to fabricate and deliver materials and equipment, and to install the Work; (ii) order (for manufacture and/or purchase and delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by unavailability; (iii) furnish Contractor within 10 days a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the date on which such material and equipment is expected to be delivered to the Project site; (iv) furnish Contractor, upon issuance, a copy of each major purchase order and subcontractor (with price information deleted); (v) cause a qualified home office supervisory representative (while Subcontractor has forces at the Project site and for two weeks prior thereto) to attend weekly progress meetings; and (vi) notify Contractor immediately by telephone and confirm in writing within 72 hours, if Subcontractor finds that any item cannot be delivered as required to maintain Contractor's progress schedule.

7. EXTENSIONS OF TIME

7.1 Should Subcontractor, without fault or neglect on its own part, be delayed in the commencement, prosecution, or completion of the Work by the fault or neglect of Contractor, Subcontractor shall be entitled to a reasonable extension of time, only. Should Subcontractor, without fault or neglect on its own part, be delayed in the commencement, prosecution, or completion of the Work by an act of God or any other cause beyond the control of Contractor and Subcontractor that entitles Contractor to an extension of time under the Contract Documents, Subcontractor shall be entitled to an extension of time, only, determined in accordance with the Contract Documents. In no event shall Subcontractor be entitled to compensation or damages for any delay in the commencement, prosecution, or completion of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party.

7.2 Notwithstanding anything to the contrary in the Contract Documents or this Subcontract, Subcontractor shall not be entitled to an extension of time unless a written notice of delay shall have been delivered to Contractor within 72 hours after commencement of the claimed delay.

8. CHANGE ORDERS

8.1 Owner has reserved the right under the Contract Documents to require Contractor to make changes in the Work, including additions thereto and deletions therefrom. Without notice to any surety and without invalidating this Subcontract, Contractor may from time to time, by written order ("Change Order") to Subcontractor, make changes in the Work to the same extent and in the same manner as may be required of Contractor by Owner under the Contract Documents; and Subcontractor shall thereupon perform the changed Work in accordance with the terms of this Subcontract.

8.2 Upon request of Contractor, and in time and manner sufficient to permit Contractor to comply with its obligations under the Contract Documents, Subcontractor shall submit a written proposal for any applicable Price or time adjustment attributable to the changed Work, amply detailed and supported and conforming to the requirements of the Contract Documents.

8.3 The Price shall be adjusted by the net amount of any direct savings and direct costs (plus an allowance for overhead and profit) attributable to the Change Order, and the time for performance of the Work shall be adjusted to the extent necessarily affected by the Change Order, subject, however, in each case to the following limitations: (a) the price and time adjustments hereunder shall be limited to the amount and extent of adjustments actually allowed Contractor under the Contract Documents (less, in the case of Price, any markup or other similar amount allowed by Owner for Contractor's account); (b) where the Work affected by Change Order is the subject of unit prices under **Exhibit C**, when applicable, the Price adjustment shall be limited to the amounts obtained by applying such unit prices; and (c) the amount allowable for overhead and profit shall be limited to an allowance obtained by applying the Profit Percentage to the net amount of the Subcontractor's direct savings and direct costs.

8.4 As used in this Subcontract, Subcontractor's direct savings and direct costs shall mean and be limited to the actual amount of the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workmen's compensation insurance; bond premiums; and actual rent, or reasonable rental value of Subcontractor owned equipment and machinery.

8.5 If the parties are able to agree upon the amount of the Price adjustment and the extent of any time adjustment, such adjustments shall be set forth in the Change Order which shall be accepted by Subcontractor. If the parties are unable to agree upon such adjustments, Contractor may elect to issue the Change Order to Subcontractor, and any adjustments to Price or time shall be subject to ultimate determination in accordance herewith; and Subcontractor shall, nonetheless, proceed immediately with the changed Work.

9. EXTRA WORK

9.1 In addition to Change Orders issued under paragraph 8 above as a result of changes ordered by Owner or Architect, Contractor may from time to time, without notice to any surety and without invalidating this Subcontract, require by written order that Subcontractor perform extra Work reasonably related to the original Work hereunder. Contractor or Subcontractor may also perform such extra Work (meaning work or services not required by the Subcontract or by Change Order issued under paragraph 8 above) pursuant to written agreements made from time to time

for the benefit of the other party or persons or entities responsible to such other party. Such extra Work shall be invoiced weekly, in reasonable detail and amply supported, on the basis of the performing party's actual direct costs, and without overhead or profit or allowance therefor. Payment of such invoices shall be made at the time of the next ensuing progress payment or final payment hereunder.

9.2 In no event shall Subcontractor proceed with changed or extra Work without a Change Order issued under paragraph 8 above or a written order or agreement for extra Work under this paragraph 9; and Contractor shall not be liable for any additional costs incurred or delays encountered in the performance of such Work without such a written order.

10. BONDS

10.1 If so indicated on page 1 hereof, Subcontractor shall furnish, within 10 days, at its expense, a performance bond and a payment bond, each in an amount equal to the Price, on Contractor's standard form and with surety or sureties satisfactory to Contractor.

11. INSURANCE

11.1 Before commencing the Work and until completion and final acceptance thereof by Owner, Subcontractor shall obtain and maintain, at its expense, at least the insurance coverages specified in **Schedule C** attached hereto, all from companies, and in form and substance, acceptable to Contractor.

11.2 As a condition of payment for the Work, Subcontractor shall furnish a certificate, satisfactory to Contractor, from each insurance company, showing the required insurance to be in force and stating that the insurance will not be canceled or changed except upon at least 15 days' written notice thereof to Contractor or as otherwise required by the Contract Documents.

11.3 To the extent that Subcontractor maintains insurance coverage for loss or damage to property, Subcontractor hereby waives subrogation of claims against Contractor, Owner, other subcontractors, and their agents, employees and servants.

12. INDEMNITY

12.1 To the full extent permitted by law, Subcontractor agrees to defend, indemnify and save harmless Contractor and Owner, and their agents, servants and employees, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, servants, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited by the provisions of any workmen's compensation or similar act.

12.2 Should Owner or any other person assert a claim or institute a suit, action, or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall upon request of Contractor promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense, and Subcontractor shall indemnify and save harmless Contractor and its agents, servants and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, or proceeding.

13. ASSIGNMENT

13.1 Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work, without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract and shall be and remain as fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them, as Subcontractor is for its own acts and omissions and those of its agents, servants and employees. If assignment is allowed by Contractor, before 3rd party services begin on site, the Subcontractor will provide 3rd parties names, contact numbers and scope to the Contractor.

14. COMPLIANCE

14.1 Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity. Subcontractor shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Subcontractor, its agents, servants and employees; and Subcontractor shall receive and respond to, and shall defend, indemnify and save harmless Contractor and Owner and their agents, servants and employees from and against any loss, liability or expense arising from, any such violations and any citations, assessments, fines or penalties resulting therefrom.

15. SAFETY

15.1 Subcontractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of the Work is its responsibility, even if Contractor establishes a safety program for the entire Project. Subcontractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by Contractor and Owner, including, but not limited to, any requirements imposed by the Contract Documents. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project; and shall stop any part of the Work which Contractor deems unsafe until corrective measures satisfactory to Contractor shall have been taken. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of its responsibility therefor. All employees, owners, delivery personnel, 3rd party subcontractors all will comply with OSHA regulations and adhere to any and all postings on each project set forth by Contractor. At minimum all personnel will properly wear hard hat, long pants, leather soled work shoes (except rubber boots for applicable scope) safety vest or Contractor approved color safety shirt. NO sleeveless shirts allowed at any time. Eye protection for applicable tasks, gloves for applicable tasks, safety harnesses per equipment manufactures regulations will be worn & used. Failure to comply with set forth SAFETY requirements is cause for termination and financial delays until items are corrected to Contractors acceptance.

16. CLEANING UP

16.1 Subcontractor shall, at its own expense: (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with the Work, by collecting and removing such debris from the job site on a daily basis; (b) at the completion of the Work in each area, sweep and otherwise make the Work and its immediate vicinity "broom-clean"; (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Contractor and at the completion of the Work; and (d) at final inspection clean and prepare the Work for acceptance by Owner.

17. TEMPORARY FACILITIES

17.1 Temporary facilities and services shall be provided in accordance with **Schedule D** attached hereto.

18. QUALITY

18.1 Subcontractor shall provide quality materials and workmanship conforming to Contract requirements and good industry practices. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by Contractor, Architect and Owner and their representatives. Subcontractor shall, within 24 hours after receiving written notice from Contractor or Architect, proceed to take down and remove promptly all portions of the Work which the Contractor or Architect shall have condemned as unsound, improper, or in any way failing to conform to the Contract Documents or this Subcontract and shall replace the same with proper and satisfactory Work and make good all work damaged or destroyed thereby. Contractor's failure to discover and notify Subcontractor of defective or nonconforming Work, at the time the Work or any portion thereof is performed or completed, shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming Work and all damages resulting therefrom. If the Owner elects to accept defective or nonconforming Work, Contractor may require an appropriate and equitable adjustment in the Price to the extent required of Contractor.

19. GUARANTEES

19.1 Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, Subcontractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one year from the date of acceptance of the Project by the Architect and Owner or within such longer period as may be provided in the Contract Documents.

20. SUBMITTALS

20.1 Subcontractor shall immediately prepare or obtain and promptly submit to Contractor shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports and engineering calculations, all as may be required by the Contract documents or as may be necessary or appropriate to describe the details of the Work. Approval of drawings or other submittals by Contractor or Architect shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Submittals are due within a week of executed contract. If subcontractor requires more time, a written reason and anticipated due date will be given to Contractor.

21. PERFORMANCE

21.1 The Work shall be performed and furnished under the direction and to the satisfaction of the Architect and Contractor, but Subcontractor shall not thereby be relieved of its obligation to supervise the Work, using its best skill and attention, or its obligation to perform the Work as provided for herein. Subcontractor shall be bound by the interpretations and decisions of the Architect and Owner to the same extent as Contractor may be bound thereby under the Contract Documents.

21.2 Subcontractor shall notify and obtain the approval of Contractor before the arrival of forces or delivery of materials and equipment to the job site, before any substantial change in its forces, and before leaving the job site for any reason.

21.3 Subcontractor shall timely check all Contract Documents and notify Contractor of any discrepancies or conflicts before performing the Work, and Subcontractor shall be responsible for any extra costs resulting from its failure to do so. Subcontractor shall cooperate with Contractor and other Subcontractors in the preparation of coordinated drawings in areas of congestion.

22. LIENS

22.1 Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien or claim of lien filed or maintained by any laborer, material man, subcontractor, or other person directly or indirectly acting for, through, or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien or claim of lien to be satisfied, removed or discharged by bond, payment, or otherwise within 10 days from the date of filing or receipt as the case may be.

23. PATENTS

23.1 Subcontractor shall defend, indemnify and save harmless Contractor and Owner, from and against any claim, cost, expense, or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights attributable to the Work, except to the extent that Owner may have assumed responsibility therefor under the Contract Documents.

24. LABOR

24.1 Subcontractor agrees that where its work is stopped, delayed or interfered with by strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor), Contractor shall have the rights and remedies provided for in paragraph 26. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and Subcontractor shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly prosecution of the Work.

25. DAMAGE

25.1 Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a policy of builders' risk or fire insurance, Contractor shall not be liable or responsible for any loss or damage to the Work, and Subcontractor shall be responsible for the correction or restoration of any such loss or damage to the Work, or to the work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, servants, or employees hereunder. Subcontractor shall take reasonable precautions to protect the Work from loss or damage prior to acceptance by Owner.

26. DEFAULT

26.1 Should Subcontractor at any time: (a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of sufficient quality to perform the Work with the skill, conformity, promptness, and diligence required hereunder, (b) cause stoppage or delay of or interference with the Project work, (c) become insolvent, or (d) fail in the performance or observance of any of the covenants, conditions, or other terms of this Subcontract, then in any such event, each of which shall constitute a default hereunder by Subcontractor, Contractor shall, after giving Subcontractor notice of default and 48 hours within which to cure, have the right to exercise any one or more of the following remedies:

(i) require that Subcontractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor's default;

(ii) remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof (plus an allowance for administrative burden equal to 15% of such costs) from any monies due or to become due to Subcontractor hereunder;

(iii) after giving Subcontractor an additional 48 hours notice (at any time following the expiration of the initial 48 hours notice and curative period), terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, plant tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to Contractor the payment of its costs (plus an allowance for administrative burden equal to 15% of such costs) and other damages under the Subcontract and for the breach thereof. It being intended that Contractor shall, for the stated purposes, be the assignee of and have a security interest in the property described above to the extent located on the Project site (and Contractor may at any time file this Subcontract as a financing statement under applicable law); and

(iv) recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorney's fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default.

26.2 After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Architect and payment therefor by Owner, Contractor shall promptly pay Subcontractor any balance of the Price.

26.3 The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity.

26.4 Except as limited by this Subcontract, Subcontractor shall have the rights and remedies available at law or in equity for a breach of this Subcontract by Contractor. Any default by Contractor shall be deemed waived unless Subcontractor shall have given Contractor written notice thereof within 7 days after the occurrence of such default. Subcontractor shall not be entitled to stop the Work or terminate this Subcontract on account of Contractor's failure to pay an amount claimed due hereunder (including changed or extra Work) so long as Subcontractor shall not have adequately substantiated the amount due or so long as a good faith dispute exists as to the amount due. Subcontractor shall not be entitled to Stop the Work on account of a default by Contractor unless such default shall have continued for more than 7 days after Contractor's receipt of written notice of such default from Subcontractor.

26.5 Subcontractor shall not be entitled to terminate this Subcontract except for a substantial and material breach by Contractor which shall have continued, uncured, for at least an additional 30 days after (1) Subcontractor shall have stopped work in accordance with the requirements hereof and (2) Contractor shall have received written notice of Subcontractor's intention to terminate this Subcontract.

27. DISPUTES

27.1 In the event of any dispute between Subcontractor and Contractor arising under or relating to this Subcontract, or the breach thereof, which involves the correlative rights and duties of Owner, the dispute shall be decided in accordance with the Contract Documents, and Subcontractor, and its sureties, shall be bound to Contractor to the same extent that Contractor is bound to Owner by the terms of the Contract and by any decisions or determination made under the Contract Documents by any authorized person, board, court, or other tribunal. Subcontractor shall be afforded a reasonable opportunity to present information and testimony involving its rights and shall have the duty to cooperate with Contractor.

27.2 If a dispute should arise between Contractor and Subcontractor under or relating to the Subcontract, or the breach thereof, which does not involve the correlative rights and duties of Owner and is not, therefore, controlled by the foregoing provision, then either party may seek redress of its grievances at law or in equity or, upon written agreement, the parties may mutually decide to pursue an alternative means of settlement, including arbitration.

27.3 The pendency of a dispute shall not interfere with the progress of the Work by Subcontractor nor limit the right of Contractor to proceed, in good faith, to remedy an alleged default by Subcontractor.

28. EARLY TERMINATION

28.1 If Owner terminates the Contract or stops the Work for a reason other than the default of Contractor, Contractor may terminate this Subcontract or stop the Work for the same reason, and Subcontractor's rights and remedies (including the basis for compensation) shall be limited to the corresponding rights and remedies available to Contractor under the Contract Documents. In no event shall Subcontractor be entitled to consequential damages or loss of profits on portions of the Work not yet performed.

29. NOTICES

29.1 All written notices provided for in this Subcontract or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party or if sent by email (with written confirmation copy following) or by regular mail to the party at its address specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

30. MISCELLANEOUS

30.1 (a) All matters relating to the validity, performance, or interpretation of this Subcontract shall be governed by the law applicable to the validity, performance, or interpretation, as the case may be, of the Contract.

(b) This Subcontract, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof.

(c) This Subcontract may not be changed in any way except as herein provided or by a writing signed by a duly authorized officer or agent of each party. No requirement of this Subcontract may be waived except in writing signed by a duly authorized officer of the waiving party.

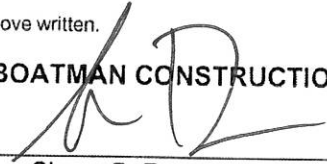
(d) The provisions of this Subcontract and the Contract Documents are intended to supplement and complement each other. If, however, any provision of this Subcontract irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty on the Subcontractor shall govern.

(e) Where the context requires, neuter terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

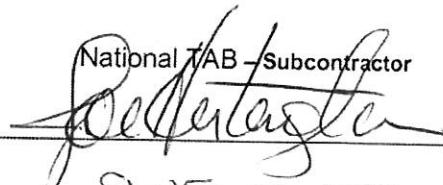
IN WITNESS WHEREOF, the parties have duly executed this Subcontract as of the date first above written.

Attest:

BOATMAN CONSTRUCTION LLC

By 
Shane D. Boatman - Principle

Attest:

By 
National TAB - Subcontractor
Date: 9-15-2022

Subcontractor Check One:
 Corporation
 Partnership/Joint Venture
 Individual

X Subcontractor's Federal Employer Identification No.:
(If no E. I. number, enter business owner's Social Security No.)

X Per I. R. S. § 3402 (s), 15% of each payment is required to be withheld and remitted to the I. R. S. if E. I. number or Social Security number is not provided. This withholding amount will be in addition to subcontract retainage.

SCHEDULE A--CONTRACT DOCUMENTS: The Contract Documents referred to in paragraph 1 and elsewhere in this Subcontract consist of the Contract and the following:

"Sample" Application for Payment
"Sample" Change Order

Exhibit B – Contract Drawings


Rider

SCHEDULE B--PERFORMANCE SCHEDULE: Pursuant to paragraph 6 of this Subcontract and without limiting the provisions thereof, Subcontractor shall perform the Work and its several parts according to the following specific schedule, and as the same may be revised from time to time by Contractor:

For emphasis, "TIME IS OF THE ESSENCE" is repeated. The subcontractor shall commence work of this agreement when the job is ready to begin, and the Subcontractor further agrees to carry on the work of this agreement at such a rate and in such a manner so as not to delay any other items of work or the final completion of the project. The Subcontractor agrees to commence work with adequate work forces within three days after notification from the Project Superintendent, and to complete the work of this agreement within the following rates of progress:

The Subcontractor agrees to submit for approval all shop drawings, samples, and information as required by

These submissions shall be followed up vigorously with resubmission where required to the end that approval be had on all of the items of this agreement so as not to delay the project in any manner. The subcontractor shall submit to the Contractor a master list of all shop drawings, samples, and information required for the approval process within seven (7) days after the Subcontract has been awarded and shall include with this list, firm delivery dates of all materials or equipment contained within this list.

Initials: 

SCHEDULE C--INSURANCE: Pursuant to paragraph 11 of this Subcontract, Subcontractor shall maintain at least the following insurance coverages in addition to any other coverages or any greater limits required by the Contract Documents:

Type of Insurance	Minimum Limits of Liability	
1. <u>Worker's Compensation and Employer's Liability:</u>	In accordance with the laws of the state or states in which the work is performed, but with employers' liability limits of at least \$ <u>500,000</u> Each Accident \$ <u>500,000</u> Disease-Policy Limits \$ <u>500,000</u> Disease-Each employee WAIVER OF SUBROGATION	
2. <u>Automobile Liability:</u>	\$ <u>1,000,000</u> Combined Single Limit Coverage applies to Owned, Hired and Non-Owned Vehicles ADDITIONAL INSURED WAIVER OF SUBROGATION	
3. <u>General Liability:</u>	\$ <u>1,000,000</u> Each Occurrence \$ <u>1,000,000</u> Personal & Advertising Injury \$ <u>2,000,000</u> General Aggregate \$ <u>2,000,000</u> Products & Completed Operations Aggregate ADDITIONAL INSURED – CGL Additional Insured Endorsement to include Completed Operations, ("Your Work"), for example CG 20 10 10/01 AND CG 20 37 10/01 OR CG 20 33 10/01 AND CG 20 37 10/01 OR an Endorsement Providing equal coverage for 24 months following completion of work. WAIVER OF SUBROGATION PRIMARY AND NON CONTRIBUTORY Aggregate Limit applies per Project	
4. <u>Umbrella or Excess Liability (Optional):</u>	\$ <u>1,000,000</u> Policy Limit or Higher Occurrence policy form ADDITIONAL INSURED WAIVER OF SUBROGATION	

- Certificate Holder should be BOATMAN CONSTRUCTION, LLC.
- All policies must include a 30 day notice of cancellation.
- Written with insurers rated A- VII or better by A.M. Best Company.
- Any sub-subcontractors must also comply with these subcontract insurance requirements.

Evidence of insurance coverages shall be furnished in duplicate on AIA Document G705, Certificate of Insurance, naming Contractor as "Addressee", unless a different form is required by Contract Documents.

Initials: 

SCHEDULE D -- TEMPORARY FACILITIES: All temporary site facilities, such as storage, sheds, water, heat, light, power, hoists, elevators, scaffolding, cold weather protection, ventilating, pumps, flagmen service, etc., required in performing the Work shall be furnished by Subcontractor except as follows (here insert items to be furnished by Contractor):


1. Electrical power for ordinary construction purposes
2. Field Toilets
3. Water services for ordinary construction services
4. Ice water for subcontractor's personnel shall be the responsibility of Subcontractor

The temporary facilities furnished by Contractor shall be without charge to Subcontractor except as otherwise indicated above.

In connection with its furnishing of the temporary facilities indicated, Contractor shall not be liable for conditions beyond the control of Contractor which may interrupt, delay or otherwise interfere with the availability of such facilities to Subcontractor. Unless otherwise expressly indicated, the temporary facilities furnished by Contractor shall not be for the exclusive use of Subcontractor, but shall be shared by others performing work on the Project. Contractor therefore reserves the exclusive right to schedule the use of any facilities in accordance with its determinations as to the needs of the Project and shall incur no liability as a result thereof.

If either party from time to time furnishes the other a crane, hoisting equipment, or other machinery or equipment, with or without an operator, for such party's exclusive use, then the using party shall at all times furnish adequate and competent supervision and direction therefor and shall be fully liable and responsible for safe and proper care, use and custody of such machinery or equipment.

Initials: _____



RIDER

Rider attached to and forming a part of the Subcontract between BOATMAN CONSTRUCTION LLC.


1. It is the responsibility of each Subcontractor to keep the job clean on a daily basis and to remove from the site all trash belonging to the Subcontractor and place it in Contractor provided dumpster or designated area.
2. Subcontractor is to submit Certificates of Insurance prior to commencement of construction and accomplish this in a manner that will not hinder their scheduled start date.
3. Any incidental work necessary to provide a finished product for any described work is the responsibility of the Subcontractor.
4. Work is to be performed in sequence as directed by the Job Superintendent.
5. Subcontractor hereby recognizes the emphasis of producing a project of the highest quality achievable, and shall provide adequate response to any request for adjustment or correction within 48 hours after notification.
6. (a) Any amendments to this Subcontract must be made in handwriting by one of the individuals which signs the Subcontract. In addition, any changes will be considered null and void if not acknowledged by both parties by means of initialing and dating each amendment.

(b) Subcontractor shall by no means attempt to incorporate any attachments to this Subcontract without prior approval by the Contractor in writing. Any attachments not properly executed as outlined herein shall be void and will have no bearing on this Agreement.
7. Subcontractor specifically agrees to work the following minimum work week: 40 hour week based on 5 work days.
8. (a) The Subcontractor shall take all reasonable safety precautions pertaining to the Work and the conduct thereof and shall comply with all safety and health laws. Subcontractor shall comply with all applicable laws, ordinances, rules, regulations or orders issued by a public authority.

(b) Subcontractor shall familiarize himself with and abide by the safety rules and regulations of the General Contractor, as well as the safety laws, rules and of any governmental body having the authority to control the manner or method of carrying out the Work, including, but without limitation to, the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto. Subcontractor shall establish and enforce such other safety measures as may be required by the nature of the Work.

(c) Without limiting the foregoing, Subcontractor shall specifically cooperate in General Contractor's hazardous communications program, including but not limited to, furnishing a list of Hazardous Substances and Material Data Safety Sheets on all such substances which the Subcontractor may use on the job.

Initials: 

 Comfort. Under control.		1329 E KEMPER RD. SUITE 4210	
		CINCINNATI, OH 45246	
		513-860-2050	
		scott@nationaltab.com	
Client:	Boatman Construction LLC	Project:	Legent Hospital
Email:	morganc@boatmanconst.com	QUOTE #:	JMH-NT-13519
ATTN:	Morgan Chambers	BID DATE:	8/4/2022
Address:		Jobsite location:	24429 Tomball Pkwy, Ste 100 - Tomball, TX

Thank you for allowing National TAB this opportunity to bid on the testing and balancing of this project. The following is our understanding of the scope of work and the associated cost.

Equipment:	Qty.:	Equipment:	Qty.:
RTU 2-2	1	RVAVs	9
RTU 2-1	1	Exhaust Fans	5
Ducted FCUs	4	Air Devices	
VAVs	19	AHU coil	1

SCOPE OF WORK:

1. TAB of listed equipment
2. Ductless systems - TAB is not required per NEBB Procedural Standards

This proposal includes a written report to be submitted upon completion of all work by National TAB.

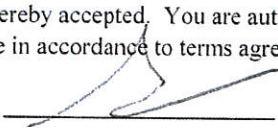
TOTAL PRICE = \$ 8,400.00

Any parts if required will be additional. However, no parts will be provided without initial approval unless National TAB, LLC has agreed with the client for a set fee to perform specific task. Lift rental to be additional if required if not provided by owner or GC. Work to be performed 1st shift only.

Not included in price: Prevailing Wage, Sound and Vibration testing, Indoor Air Quality testing, and Pre-testing is not included unless price is specified separately above.

WE HEREBY PROPOSE to furnish labor complete in accordance with NATIONAL TAB specifications, #NAME?

Terms as specified by our acct department. New accounts are required to fill out a credit application.

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance to terms agreed upon.		Authorized Signature for NT: <div style="text-align: right;"> <u>Scott Springer</u> </div>	
Client Signature 		Date:	<u>08/04/22</u>
Client Date of Acceptance _____			

APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACTOR: Boatman Construction, LLC
 27905 Commercial Park Rd Ste 100
 Tomball, TX 77375

PROJECT: Legent Hospital
 24429 Tomball Parkway, Ste 100
 Tomball, TX 77375

APPLICATION NO: _____

Invoice # _____

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

SUBCONTRACTOR: Company Name
 Address
 City State Zip
 Scope of Work

OWNER: LEGENT North Houston Surgical Hospital, LLC
 c/o PSN Affiliates
 4090 Mapleshade Lane, Ste 220
 Plano, TX 75093

PERIOD TO: _____

PROJECT NOS: _____

CONTRACT DATE: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 \$ _____
 \$ _____
 \$ _____
 \$ _____

- ORIGINAL CONTRACT SUM
- Net change by Change Orders
- CONTRACT SUM TO DATE (Line 1 + 2)
- TOTAL COMPLETED & STORED TO DATE (Column G on G703)
- RETAINAGE:
 - 10 % of Completed Work (Column D + E on G703) \$ -
 - 0 % of Stored Material (Column F on G703) \$ -

By: _____ Date: _____
 State of: Texas County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT: _____

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

CONTINUATION SHEET

LEGENT NORTH HOUSTON SURGICAL HOSPITAL

INVOICE #

Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO.: H.101.002

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD					
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CHANGE ORDER No.: XXXX.XX

DATE: (MM DD YYYY)

PROJECT: Legent North Houston Surgical Hospital

SUBCONTRACTOR: (Person's Name)
(Company Name)
(Street Address)
(City State Zip)

CONTRACTOR: BOATMAN CONSTRUCTION, LLC
27905 Commercial Park Rd Ste 100
Tomball TX 77375

Contract changes are as follows:

Table with 2 columns: Item number and Amount. Row 1: 1. 0.00. Row 2: 2. 0.00. Row 3: Change Total 0.00.

Contract changes to Price Total:

Table with 2 columns: Description and Amount. Rows include: The original Contract Sum (0.00), Total of previous authorized Change Orders (0.00), Contract sum prior to this Change (0.00), Contract Sum to be increased/decreased by this change (0.00), and New Contract Sum including this Change Order (0.00).

APPROVED: Subcontractor

APPROVED: Contractor

By:
Date:
(Company Name)
(Street Address)
(City State Zip)

By:
Date:
BOATMAN CONSTRUCTION, LLC
27905 Commercial Park Rd Ste 100
Tomball TX 77375

NOT VALID UNTIL SIGNED BY ALL PARTIES



Exhibit "B"
List of Drawings
Legent North Houston Surgical Hospital

Sheet Number	Sheet Title	Date
General / Architectural		
N/A	New Surgical Suite Diagram	5/16/2022

Sheet Number	Sheet Title	Date
MEP Drawings		