

SUBCONTRACT

SB# 06-1000-0141-1205

THIS AGREEMENT, made this 23RD DAY OF FEBRUARY 2026 by and between **WAY MECHANICAL**, herein called "Contractor" and **NATIONAL TAB INTELLIGENCE** herein called "Subcontractor".

WHEREAS, Contractor has entered into a subcontract dated 10/03/25 with MANHATTAN CONSTRUCTION COMPANY hereinafter referred to as "Owner" or "General Contractor", to perform certain labor and furnish certain materials for the FIRST BAPTIST DALLAS - BASEMENT AND GENERATOR work as per plans and specifications as prepared by THE BECK GROUP /BAIRD HAMPTON BROWN hereinafter referred to as "Architect", as follows:

FIRST BAPTIST DALLAS - BASEMENT AND GENERATOR
1707 San Jacinto St, Dallas, TX 75201

all of which are made a part of said contract and all of which are now made a part of this subcontract; said contract, plans and specifications, addenda and other documents above set forth being hereinafter referred to as the "Contract Documents": and

WHEREAS, the parties hereto desire to contract with reference to part of said work:

NOW THEREFORE, for and in consideration of the mutual and reciprocal obligations herein contained, it is agreed as follows:

Scope and Subcontract Value

- 1. (A) Subcontractor shall furnish and pay for all necessary labor, services, equipment and materials to perform all the work necessary or incidentally required for the completion of that part of the work covered by the Contract Documents, as described in the Project Agreement: (hereinafter referred to as **SUBCONTRACT SCOPE** or **SUBLET WORK**).

SEE ATTACHED EXHIBIT D

- (B) Contractor agrees to pay Subcontractor for said work performed in accordance with the Contract Documents the sum

THREE THOUSAND SIX HUNDRED DOLLARS **(\$3,600.00)**

subject to additions and deductions as herein provided, and such sum shall be paid by Contractor to Subcontractor as the work progresses in monthly installments as described in paragraph 6.(A), provided however, that no payments shall be due unless current insurance certificates as described in paragraph 10.(A) have been submitted to the Contractor and the Subcontractor has signed the Project Agreement, and subsequent change orders thereto, in addition to any other provisions herein affecting subcontractor's right to payment.

- 2. This subcontract includes the following terms and conditions:

- (A) As soon as possible after execution of this subcontract, and no later than thirty (30) days, Subcontractor shall forward to the Contractor a list of all materials, items, and equipment to be supplied on this project, the estimated fabrication time, and proposed deliveries and completion dates for each item. After approval of shop drawings, Subcontractor shall revise the list to incorporate any changes and forward to the Contractor.

- (B) Special Conditions – **Exhibit "A" Contractor's Insurance Requirements**
Exhibit "B" Conditional Waiver on Progress Payment
Exhibit "C" Conditional Waiver on Final Payment
Exhibit "D" Subcontractor Scope of Sublet Work

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- 3. (A) Subcontractor shall be bound to the Contractor by the same contractual relationship, including liquidated damages provisions, all applicable duties, warranties, liabilities, conditions, restrictions and limitations which the Contractor assumes toward the Customer. Subcontractor has read and is thoroughly familiar with said Contract Documents and agrees to be bound to Contractor by the terms of said Contract Documents insofar as they relate in any part or in any way to the work undertaken herein, and to assume towards Contractor, in connection with the work covered by this subcontract, all of the obligations and responsibilities which Contractor by those documents assumes towards the Owner, General Contractor or anyone else. While Contractor has included notice provisions herein for delays, claims and other such matters that are standard for Contractor's purposes, Contractor and Subcontractor specifically agree that the notice provisions of Customer's Contract Documents will take precedence in the event of a conflict with Contractor's provisions. For the purpose of this subcontract agreement, the word "Customer" refers collectively to the General Contractor, Owner and/or any other entity for which work is done directly or indirectly, in connection with this agreement. Except as to other referenced documents which may be needed to effectuate this agreement, this agreement shall be considered the entire contract of the parties and there are no representations, terms, covenants or conditions made by any one of the parties except as herein expressly contained or made reference to.

- (B) Contractor shall not be liable to Subcontractor for any delay to Subcontractor's work resulting from the act, negligence or default of the Owner, Architect, or General Contractor, or by reason of fire or other casualty or on account of riots, strikes, or other combined action of the workmen or others, or on the account of any acts of God or any other cause beyond the Contractor's control; or on account of any circumstances caused or contributed to by Subcontractor.

Architect

- 4. The work included in this subcontract shall be performed under the direction of said Architect, and his decisions as to the true construction and meaning of the drawings and specifications shall be final. Subcontractor shall conform to and abide by additional specifications, drawings or explanations furnished by the Architect to detail and illustrate the work to be done.

Changes

- 5. (A) Subcontractor shall make all alterations, furnish materials for and perform all extra work Contractor may require without nullifying this subcontract, at a reasonable addition to/or deduction from the subcontract price set forth in paragraph 1.(B) of this subcontract which amount shall not exceed Subcontractor's direct cost to perform such extra cost, plus overhead and profit of five (5) percent for work performed by others, or ten (10) percent for work performed by Subcontractor's own forces. However, no alterations or changes shall be made except upon Contractor's written order from the Project Manager listed on the Project Agreement. No other person is authorized to amend the terms of this Agreement, or issue or approve change orders. The amount to be paid by Contractor, or allowed to Subcontractor, as a result of such changes or alterations, shall be stated in such order. For any portion of this Subcontract which cost-plus or time and material provisions are applicable, the Contractor's representative shall have access, at all reasonable times, to all Subcontractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memorandums of every description pertaining to work under the Subcontract for the purpose of auditing and verifying costs of work upon prior notice to Subcontractor. Contractor's representatives shall have the right to reproduce any of the aforesaid documents. In the event lump-sum elements are included under the Subcontract along with any cost-plus or time-and-material items, then audit rights shall also extend to include the Contractor's access to those records of Subcontractor and Sub-subcontractor which pertain to lump-sum elements that are needed to provide for assurance that the portions of the work performed on a cost-plus or time-and-material basis are not being charged with costs which are by their nature intended to be covered by lump-sums. Subcontractor shall preserve and shall cause its Sub-subcontractors to preserve all of the appropriate above mentioned documents for a period of three (3) years after the completion and acceptance or termination of the work. Subcontractor expressly agrees that if reasonable proof exists of duplicative charges, non-substantiated charges or items charged as changes that should have been included in the lump-sum or base bid quantities (hereinafter referred to as "non-conforming items"), then any such written and issued change orders covering such non-conforming items would be considered null and void and the Subcontractor agrees to accept a deductive change order for the dollar amount

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of such non-conforming items and to reimburse Contractor if such amounts have already been paid to the Subcontractor.

- (B) Subcontractor shall provide sufficient safe and proper facilities at all times for inspection of the work by Contractor, General Contractor, Owner, the Architect or their authorized representatives, and shall, within twenty-four (24) hours after receiving written notice from Contractor to that effect, proceed to take down all portions of the work and remove from the grounds and buildings all material, whether worked or unworked, which the Architect shall condemn as unsound or improper or as failing to conform in any way to the Contract Documents, and shall make good all such work condemned and all other work damaged or destroyed in removing or making good such condemned work. However, Subcontractor shall not remove any other material from the building site without Contractor's written permission.
- (C) Subcontractor shall submit written proposals for all changes and/or alterations in the manner provided by the Contract Documents or as instructed by Contractor.
- (D) Subcontractor shall make all claims to the Contractor in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner or General Contractor, except that the time for making claims for extra cost shall be one (1) week after the date of the occurrence of a claimable event, or if such deadline should not apply to Subcontractor's claim for any reason, Subcontractor shall make any claims to Contractor, in writing, not later than the ninety-first (91st) day after the occurrence of the event giving rise to the claim.

Payments

- 6. (A) Payments shall be made monthly in accordance with the following procedure:
 - (1) On the 20th of each month Subcontractor shall submit to the Contractor an estimate of materials on hand and work done. Estimates submitted after the submission date in any month may be held by Contractor until the next submission date for processing. The time for submission of any estimate may be changed either by exhibit hereto or a written direction from the Contractor.
 - (2) If satisfactory, the estimate will be forwarded to the Customer and/or incorporated with the Contractor's estimate.
 - (3) All progress payments and final payment mentioned in this subcontract agreement are contingent and subject to Owner's acceptance of all work performed by Subcontractor and Contractor's receipt of payment for Subcontractor's work and Contractor's work. Subcontractor further agrees that Owner's or General Contractor's payment to Contractor of all progress payments and final payments for any work performed by Subcontractor, other Subcontractors, and Contractor shall be an express condition precedent to any obligation of Contractor to make any progress payments, retainages, or final payment to Subcontractor. Not later than ten (10) days after payment to the Contractor, the Contractor will pay the Subcontractor the amount allowed the Contractor on account of the Subcontractor's work to the extent of Subcontractor's interest therein less TEN PERCENT (10%) retainage percentage, provided that it shall not be incumbent upon the Contractor to make payments in an amount that would not leave a sufficient balance to cover all obligations of the Subcontractor for labor, materials, etc., previously furnished or to be furnished by the Subcontractor under this subcontract.
 - (4) Contractor shall pay Subcontractor for Work properly completed in accordance with this Subcontract not later than seven (7) days after receipt of payment for that Work from Owner. In the event of non-payment by Owner or General Contractor, and if paragraph (3), or any other contingent payment provision herein, is held to be unenforceable for any reason, Contractor acknowledges it will be obligated to pay Subcontractor within a reasonable time for work completed in accordance with the Contract Documents, subject to all other terms and conditions of this Subcontract. For the purposes of determining the timing of payment under these circumstances, the parties hereby acknowledge and agree that a reasonable

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time for payment to Subcontractor in the case of Owner or General Contractor non-payment is within 180 days after Contractor's submission of a payment request to Owner or General Contractor that includes the work for which Subcontractor seeks payment or, if litigation or arbitration between Contractor and Owner or General Contractor that involves the monies sought by Subcontractor is instituted within that time, then within 60 days of final adjudication of any such litigation or arbitration.

- (5) As an alternative to, or in conjunction with, Contractor pursuing a claim against Owner for payments due to Subcontractor for work on the Project, Contractor may assign its contractual rights against Owner or General Contractor for such funds as Subcontractor may be entitled to for such work pursuant to its Subcontract, which remain unpaid due to failure of payment by Owner or General Contractor to Contractor for whatever reason, and such assignment shall operate as full accord and satisfaction of any remaining debt to Subcontractor by Contractor for work performed in accordance with the Subcontract. Subcontractor hereby agrees to accept such assignment in lieu of any other form of payment for its work, and to release and discharge any and all claims for those funds against Contractor upon receipt of such assignment.
 - (6) Contractor shall be under no obligation to make any payment to Subcontractor for any costs related to the Work until Subcontractor has furnished proof, in a form acceptable to Contractor, of the satisfaction of all debts of Subcontractor for such Work or otherwise related to the monies sought in any application for payment. With each payment application, including progress payments, final payment, retainage and/or any requested change order, Subcontractor shall, as a condition precedent to any obligation by Contractor to pay Subcontractor, submit proof of payment for all labor, material and equipment included in its application for payment to Contractor, along with such releases, lien waivers or other evidence or protection Contractor may reasonably require. Failure at any time by Contractor to enforce the terms of this provision shall not be construed as a waiver of its right to enforce these requirements at any other time.
 - (7) Final payment will be made within thirty (30) days of acceptance of and payment for the entire contract by the Owner and General Contractor but not before delivery of executed releases of the Subcontractor as required by the Contractor.
 - (8) Title for all materials and work covered by estimates and/or requisitions for payment for which progress payments have been made shall pass to the Contractor (or Owner, if the arrangements between the Contractor and Owner so provide). However, this provision shall not be considered as relieving the Subcontractor from the sole responsibility for all materials and work upon which payments have been made, the restoration of any damaged work or the maintaining of insurance thereon if required by other provisions of this subcontract, nor shall it be considered as a waiver of the right of the Contractor or the Owner to require fulfillment of all the items of the Subcontract.
 - (9) Contractor shall be under no obligation to make progress payments and/or final payments in the event that Contractor has requested Surety Bonds from Subcontractor, and Subcontractor has failed to provide such Bonds prior to the time of said payments.
 - (10) Before any payments are made hereunder, Subcontractor shall submit to Contractor a fair and proper itemized schedule of values for all of the work included in this subcontract, and payment shall be made to Subcontractor in proportion to acceptable work performed under said schedule less the agreed retention.
- (B) The Subcontractor shall furnish the Contractor with such partial releases and waivers of lien in the form attached hereto, from his materialmen and creditors and himself as the Contractor may request from time to time on labor and/or materials and/or other claims, and final releases and waivers of lien at the time of final payment to the Subcontractor. If Subcontractor cannot provide Contractor with releases from sub-subcontractors or materialmen, then Contractor shall have the option of writing joint checks to such entities and Subcontractor, or direct payments to such claimants. Subcontractor agrees that payments so made will be considered a payment to Subcontractor for

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work hereunder and credited against the Subcontract balance. The partial release and waiver and final release and waiver forms are attached hereto and incorporated herein as Exhibits B and C, respectively.

- (C) The Subcontractor shall furnish to Contractor as a condition of each progress and final payment hereunder, an Affidavit of Bills Paid in the form attached hereto as Exhibit D and incorporated herein, and the Subcontractor shall furnish, if requested by the Contractor, sworn affidavits from time to time, in accordance with a form provided by the Contractor, which shall state amounts due or to become due, amounts paid, and any other information which clearly indicates the financial condition of the Subcontractor, insofar as it relates to labor and material furnished, and to be furnished, under this subcontract, and the Contractor may take such steps as the Contractor may deem necessary to protect itself against any claims. If at any time the Contractor should determine that the Subcontractor's financial condition has become, in the Contractor's opinion, unsatisfactory, the Subcontractor shall furnish satisfactory security to the Contractor within three (3) days after written notice to the Subcontractor's last known address and, in default of furnishing said security, the Contractor shall have the option to cancel this subcontract. In case of such cancellation the rights of the Contractor shall be the same as if the Subcontractor had failed to perform his subcontract in whole or in part. In the event it appears to the Contractor that the labor, materials and other bills incurred in the performance of Subcontractor's work are not being currently paid, the Contractor may take such steps as he deems necessary to insure that any progress payment will be utilized to pay such bills. This right is in addition to all other rights granted in this paragraph and subcontract agreement.
- (D) The Subcontractor agrees and covenants that monies received by him for the performance of this subcontract shall be used first for the purpose of paying for labor and materials used in work covered under this subcontract and that in making such payments the Subcontractor will specifically state that the funds being disbursed originated under this subcontract. Only equipment and materials to be used in the Subcontract work, or incorporated into the Project, may be delivered to the Project.
- (E) Subcontractor shall at all times supply adequate tools, appliances and equipment, a sufficient number of properly qualified workmen and a sufficient amount of materials and supplies of proper quality to prosecute said work efficiently and promptly, and shall promptly pay for all materials purchased, and shall timely pay all workmen, and at Contractor's request shall obtain and furnish Contractor weekly with signed receipts from all workmen, showing the date of payment, amount paid, number of hours paid for, the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid, and at Contractor's request shall supply Contractor weekly with a reasonable number of copies of payroll verified by Subcontractor.
- (F) The Contractor may deduct from any amounts due or to become due to the Subcontractor any sum or sums owing by the Subcontractor to the Contractor. The Subcontractor expressly recognizes that this right of Contractor applies to the right of set off payments otherwise due to Subcontractor on contemporaneous projects or due pursuant to this subcontract.

Schedule, Prosecution of Work and Delays

- 7. (A) Subcontractor shall begin the work covered by this subcontract immediately upon notice from Contractor that the construction upon which said work is to be done is ready for said work, and shall carry on said work promptly, efficiently and at a speed that will not cause delay in the progress of Contractor's work or other portions of the work carried on by other subcontractors. Subcontractor shall prosecute certain portions of the work in preference to others, if so ordered by Contractor.
- (B) Time is of the essence of this Subcontract. Should Subcontractor at any time refuse or neglect to supply a sufficient number of properly qualified workmen or a sufficient quantity of materials of properly quality, or abandon the work or fail in any respect to prosecute the work covered by this subcontract with promptness and diligence or fail in the performance of any of the agreements herein contained, Contractor may, at its option, after forty-eight (48) hours notice to Subcontractor, provide any such labor and materials and deduct the cost thereof from any money due or thereafter to become due to Subcontractor under this subcontract or otherwise; or Contractor may, at its option, terminate this subcontract and, for the purpose of completing the work covered by this subcontract,

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Contractor shall have the right to take possession of all the materials, tools and appliances belonging to Subcontractor at the site of the work, and Contractor may either complete said work itself or may employ, or contract with, any other person or persons to complete the work and provide the materials therefore; and in case of such termination or abandonment of this subcontract, Subcontractor shall not be entitled to receive any further payment under this subcontract until said work shall have been finished completely and payment therefor made by Owner, at which time if the unpaid portion of the amount to be paid under this subcontract exceeds the charges, expenses and damages sustained by the Contractor in completing the work or as a result of such default, such excess shall be paid by Contractor to Subcontractor, but if such charges, expenses and damages exceed said unpaid portion, Subcontractor shall pay difference to Contractor.

- (C) Should the Subcontractor's performance of this subcontract be delayed by any acts of the Contractor, other subcontractors, or the Contractor's suppliers, or delayed by any acts or causes which would entitle the Contractor to an extension of time under the Contract Documents, the Subcontractor shall receive an equitable extension of time for the performance of this subcontract, but shall not be entitled to any increase in the subcontract price or to damages or additional compensation as a consequence of such delays, unless the Customer is liable and pays for the Subcontractor's delay. The Contractor will pay the Subcontractor the amount allowed and paid by the Customer for the Subcontractor's delay. Within five days after the commencement of any delay caused by the Contractor, other subcontractors, or the Contractor's suppliers, the Subcontractor shall notify the Contractor in writing stating full details of the cause of alleged delay. The Subcontractor shall notify the Contractor in writing of any delays for which the Customer is responsible, in sufficient time so that its claim may be timely processed against the Customer administratively.

Safety and Regulations

- 8. (A) Safety is of paramount importance at this jobsite. The Subcontractor must plan to execute his work in such a way as to provide whatever protective means are necessary to safeguard against bodily injury to his employees, employees of others and of the general public, and prevent damage to its work or the property of others. It is the Subcontractor's responsibility to inspect the area around him and report any unsafe conditions to Contractor's jobsite superintendent and/or Project Manager for corrective action. The Subcontractor shall attend scheduled safety meetings and strictly abide by safety rules, regulations and policies of Contractor and shall follow any other safety rules, OSHA regulations and policies necessary for the safe performance of his work, or required by Contract Documents.
- (B) Subcontractor shall conform to the highest standards of safety practices in performance of the Sublet Work and shall conform to all safety practices and requirements of Owner, General Contractor, or Contractor. The Subcontractor warrants that any and all work performed and/or equipment delivered to General Contractor, Owner, or Contractor or its designee under this subcontract shall comply with all requirements of the Occupational Safety and Health Act of 1970, as the same may be amended from time to time, and including all regulations adopted pursuant to such Act, and shall comply with all requirements of any applicable health or safety statute or regulation of any state or local government agency having jurisdiction in the location to which such equipment is to be shipped or such work is to be performed pursuant to this subcontract. Subcontractor shall be solely responsible for compliance with all such laws or regulations without relying upon enforcement thereof by, or instructions of, Owner, Architect, Engineer, General Contractor or Contractor, and shall promptly report in full to Contractor and safety or health inspections by governmental authorities. Subcontractor shall defend and indemnify Contractor against any and all costs or damages resulting from its failure to comply with this provision.
- (C) Subcontractor shall comply with all federal, state and municipal laws, codes, regulations, and ordinances effective where the work under this subcontract is to be performed, and to pay all fees, licenses, taxes, including sales and use taxes, and expenses required by such compliance, and also pay all taxes and contributions imposed or required by any law for any employment insurance, pensions, old age retirement funds, or similar purposes, in respect to the work under this subcontract

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and the employees of Subcontractor in performance of said work.

- (D) Subcontractor accepts exclusive liability for all taxes and contributions required of the Contractor or Subcontractor by the Federal Social Security Act and the unemployment compensation law or similar law of any State, in respect to the employees of Subcontractor in the performance of the work herein provided for, and agrees to furnish Contractor with suitable written evidence that Subcontractor has been authorized to accept such liability. If Subcontractor fails to furnish such evidence prior to beginning said work, Contractor may, at its option, pay or reserve for payment said taxes and contributions and deduct amount so paid or reserve from payments due or to become due to Subcontractor. Subcontractor agrees to protect and hold harmless Contractor against all liability in respect to said employees under any said laws.

Without limiting the generality of the foregoing sections 8(A) through 8(D):

- (E) IMMIGRATION REFORM AND CONTROL ACT. Subcontractor warrants and represents to Contractor that Subcontractor is and shall at all times remain in compliance with the Immigration Reform and Control Act of 1986.
- (F) Subcontractor hereby agrees to defend, indemnify and hold harmless Contractor and Owner against all liabilities, costs and expenses (including fines and statutory penalties) caused or occasioned by, directly or indirectly, the failure to comply fully with the Immigration Reform and Control Act of 1986 of Subcontractor, its agents, employees or its Subcontractors or Materialmen.
- (G) Subcontractor shall secure and pay for any and all permits and licenses required for the prosecution of the work covered by this subcontract.
- (H) HAZARD COMMUNICATION PROGRAM. In accordance with OSHA Hazard Communication Regulation (1926-59), Subcontractor and their Material Suppliers or Sub-subcontractors shall specifically cooperate in Contractor's Hazardous Communication Program, including, but not limited to, furnishing a list of Hazardous Substances and Material Data Safety Sheets on all hazardous substances which Subcontractor may use on job. Under the regulation, each Subcontractor is an employer and is required to have his own Hazard Communication Program (HCP).
- (I) EQUAL EMPLOYMENT OPPORTUNITY. Subcontractor agrees with regard to any non-exempt contract or purchase order that it shall be bound by the provisions of the equal opportunity clause, set forth in 41 CFR 60-1.4(a) and all other relevant regulations pertaining thereto, all of which are hereby incorporated by reference.
- (J) NONSEGREGATED FACILITIES. Subcontractor agrees, with regard to any non-exempt contract or purchase order, that it shall be bound by the provisions of 41 CFR 60-1.8 hereby incorporated by reference, which prohibits the maintenance of segregated facilities.
- (K) FILING STANDARD FORM 100 (EEO-1) AND DEVELOPMENT OF AFFIRMATIVE ACTION COMPLIANCE PROGRAM. Subcontractor agrees and certifies, with regard to any non-exempt contract or purchase order, that, if it has 50 or more employees, Subcontractor will:
 - 1) File a complete accurate report on Standard Form 100 (EEO-1) with the Joint Reporting Committee as required by 41 CFR 60-1.7, and otherwise comply with the filing of such other compliance reports as may be required under Executive Order 11246, as amended, and rules and regulations adopted thereunder.
 - 2) Develop a written affirmative action program for each or its establishments as required by 41 CFR 60-1.40.
- (L) EMPLOYMENT OF THE DISABLED. For all non-exempt subcontracts and purchase orders which exceed \$2,500,000, Subcontractor agrees it shall be bound by the affirmative action clause for the disabled, set forth at 41 CFR 60-741.5, and all other relevant regulations pertaining hereto, all of which are hereby incorporated by reference.

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- (M) DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAM FOR THE DISABLED. Subcontractor agrees and certifies that, if the value of any non-exempt contract or purchase order is \$50,000.00 or more and Subcontractor has 50 or more employees, Subcontractor will develop and maintain a written affirmative action program for the disabled for each of its establishments as required by 41 CFR 60-741 and all relevant regulations pertaining thereto.
- (N) EMPLOYMENT OF VETERANS. For non-exempt subcontracts which exceed \$10,000.00, Subcontractor agrees it shall be bound by the affirmative action clause for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5 and all other relevant regulations pertaining thereto, all of which are hereby incorporated by reference.
- (O) DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAMS FOR VETERANS. Subcontractor agrees and certifies that, if the value of any non-exempt contract or purchase order is \$50,000.00 or more and Subcontractor has 50 or more employees, Subcontractor will develop and maintain a written affirmative action program for disabled veterans and veterans of the Vietnam era for each of its establishments as required by 41 CFR 60-250.40 and all relevant regulations pertaining thereto.
- (P) Subcontractor shall be directly responsible for compliance with the provisions of this section 8 on the part of its said agents, employees, materialmen and subcontractors; and shall directly receive, respond to, defend, and be responsible for all citations, assessments, fines or penalties which may be incurred by Contractor, Owner, or Architect by reason of Subcontractor's failure or failure on the part of its agents, employees, materialmen or subcontractors to so comply.

Indemnities

9. (A) EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE AS DEFINED IN THE PARAGRAPH BELOW, SUBCONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") CONTRACTOR, ITS PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, AND ANY PARTIES REQUIRED TO BE INDEMNIFIED BY CONTRACTOR UNDER THE CONTRACT DOCUMENTS (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGEMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY "CLAIMS"), FOR BODILY OR PERSONAL INJURIES, INCLUDING DEATH, TO ANY PERSON OR DAMAGES TO OR DESTRUCTION OF PROPERTY, INCLUDING THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE SUBCONTRACT WORK, THE PERFORMANCE OF THE SUBCONTRACT WORK, OR THIS SUBCONTRACT, INCLUDING BUT NOT LIMITED TO CLAIMS OCCASIONED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY SUBCONTRACTOR, ITS EMPLOYEES, AGENTS OR ANY SUBCONTRACTOR OF SUBCONTRACTOR OF ANY TIER, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS SUBCONTRACTOR IS LIABLE, AND INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES INCURRED BY THE INDEMNIFIED PARTIES IN DEFENSE OF SUCH CLAIMS. SUBCONTRACTOR'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THE SUBCONTRACT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES SUBCONTRACTOR TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN SUBCONTRACTOR OR ITS AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER.

(B) INDEMNITY FOR EMPLOYEE CLAIMS:
 SUBCONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS

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(COLLECTIVELY "INDEMNIFY") CONTRACTOR, OWNER AND ANY OTHER PARTIES REQUIRED TO BE INDEMNIFIED BY CONTRACTOR UNDER THE CONTRACT DOCUMENTS AND THEIR REPRESENTATIVES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR LICENSEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGEMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY "CLAIMS") , FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF SUBCONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF ANY TIER (COLLECTIVELY "EMPLOYEE" FOR THE PURPOSE OF THIS SECTION), ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE SUBCONTRACT WORK, THE PERFORMANCE OF THE SUBCONTRACT WORK OR THIS SUBCONTRACT, INCLUDING BUT NOT LIMITED TO CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY SUBCONTRACTOR, ITS EMPLOYEES, AGENTS OR ANY SUBCONTRACTOR OF SUBCONTRACTOR OF ANY TIER, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS SUBCONTRACTOR IS LIABLE. SUBCONTRACTOR'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.

- (C) SUBCONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CONTRACTOR FROM ANY AND ALL CLAIMS OR SUITS FOR INFRINGEMENT OF UNITED STATES OR FOREIGN PATENTS, OR VIOLATION OF PATENT RIGHTS BY SUBCONTRACTOR, AND FURTHER AGREES TO PAY FOR ALL LOSS AND EXPENSE INCURRED BY CONTRACTOR BY REASON OF ANY SUCH CLAIMS OR SUITS, INCLUDING COURT COSTS AND ATTORNEYS' FEES, INCLUDING, WITHOUT LIMITATIONS, ANY CLAIM BASED UPON THE ALLEGED NEGLIGENCE, BREACH OF WARRANTY OR STRICT LIABILITY OF OR BY CONTRACTOR AND/OR OTHERS WHO MAY BE WHOLLY, PARTIALLY OR SOLELY NEGLIGENT OR OTHERWISE AT FAULT. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THE SUBCONTRACT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES SUBCONTRACTOR TO INDEMNIFY CONTRACTOR AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF CONTRACTOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, OTHER THAN SUBCONTRACTOR OR ITS AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER.

Insurance and Bonds

- 10. (A) Throughout the performance of any Work, Subcontractor shall maintain at its own cost such insurance as will protect it from claims under the Worker's Compensation Act of the State of Texas. Prior to commencement of the Work, Subcontractor shall obtain and cause its insurance company to deliver written confirmation of coverage in compliance with this agreement to Contractor, and at all times during the performance of the Work, Subcontractor shall maintain at its own cost the policies of insurance listed in **Exhibit A, entitled "Contractor's Insurance Requirements of Subcontractor"**, all in form and substance acceptable to and written by a company or companies acceptable to Contractor.
- (B) Each policy of such insurance shall provide that: (i) the insurance coverage set forth therein shall not be modified, canceled or allowed to terminate without giving the Contractor and any other person named within the policy or an endorsement to the policy at least thirty (30) days advance written notice thereof; (ii) Contractor and Owner are additional insureds, provided, however, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Subcontract, the Additional Insured status required hereunder shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend; (iii) no recourse shall be had to Contractor for payment of premiums; and (iv) waiver of subrogation in favor of Contractor and Owner for all claims including property damage and liability.
- (C) Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the

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right, but not the duty, to provide said insurance and deduct the cost of same from any money that may be due or become due to Subcontractor including any and all premiums paid by Contractor for and on account of said insurance. In addition to the insurance required by this paragraph, Subcontractor shall provide any insurance it deems necessary to protect its interest in the Work.

- (D) Subcontractor waives all rights of subrogation and its rights of recovery from Contractor, Customer, Owner, and Architect with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the each of these parties on all insurance coverage carried by the Subcontractor, whether required herein or not. **Subcontractor's waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.**

Bonds

Subcontractor shall furnish and pay for payment and performance surety bonds if so required by Contractor, payable to Contractor in a sum not less than the amount of this subcontract, as set forth in Article 1(b) hereof and in a form acceptable to Contractor, for the faithful performance of this subcontract, and each and all of its stipulations and agreements, and for the payment of all claims to persons furnishing labor, services or materials used or purchased for use in the work covered by this subcontract. Such a Bond shall include a waiver by surety of notice of changes.

Storage and Cleanup

- 11. (A) Subcontractor agrees to abide by Contractor's decision as to the allotment of all storage and working space at the building site or in the building thereof.
- (B) Subcontractor shall remove from the building or buildings, as often as directed by Contractor, all rubbish, debris or surplus materials which may accumulate from the prosecution of the work covered by this subcontract, and should Subcontractor fail to do so upon such notice, Contractor may, at its option, cause the same to be removed at Subcontractor's expense.

Subcontractor's Employees

- 12. (A) Neither Subcontractor nor any of its subcontractors shall employ any workmen whose employment on the work covered by this subcontract is objected to by Contractor.
- (B) If the Contract Documents provide no wage scale, the Subcontractor agrees to pay not less than the scale prescribed by law. If the Subcontractor fails to comply with the preceding sentence, the Contractor shall have the option to cancel this subcontract forthwith, in addition to exercising any and all other rights given the Contractor hereunder in the event of a breach thereof, including but not limited to all penalties in the Contract Documents.

Liens and Warranties

- 13. (A) Subcontractor agrees to turn said work over to Contractor in good condition and free and clear from all claims, encumbrances and liens for labor, services, or materials, and to protect and save harmless Contractor, Owner and Owner's property from all claims, encumbrances and liens growing out of the performance of this work and all maintenance required under the Contract Documents, and should Subcontractor, during the progress of said work, or at any time thereafter, fail to pay for all labor, services and materials used or purchased for use in the prosecution of said work, Contractor may, at its option, and without notice to Subcontractor, pay all such claims and charge the amounts thereof to Subcontractor. In the event suit is filed by any person, firm or corporation asserting a claim or lien for labor, services or materials used or purchased for use in the work covered by this subcontract, Subcontractor will, at his own cost and expense, including counsel fees (using counsel acceptable to Contractor), defend such suit and pay any judgment rendered therein. If Subcontractor fails to furnish Contractor with a valid release of any bond claim, or fails to remove any lien by furnishing a Bond to Indemnify Against Lien pursuant to the Texas Property Code (bond around the lien) or otherwise, within ten (10) days of a written request, Contractor may retain

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sufficient funds, out of any money due or thereafter to become due by Contractor to Subcontractor, to pay the claim or discharge the lien and all costs incurred by reason thereof, and may pay or bond around said claim or lien or liens and costs out of any funds at any time in the hands of Contractor otherwise owing to Subcontractor. Nothing herein shall prevent Subcontractor from filing its own lien if otherwise entitled to do so. However, if any lien or bond claim filed by Subcontractor is invalid or unenforceable in whole or in part pursuant to the laws of the State of Texas, Subcontractor shall release and waive such claim or lien immediately upon request. Any cost incurred by Contractor related to such invalid or unenforceable lien claim shall be deducted from amounts then or thereafter due to Subcontractor or paid by Subcontractor if such costs exceed the remaining Subcontract Balance. Under no circumstances shall Subcontractor allow materials or equipment to be delivered to the Project that are not to be used in the construction of this Project.

- (B) Subcontractor agrees to guarantee its work against all defects of materials or workmanship, for the period of time specified in the Contract Documents as called for in the Contract Documents; or if no guarantee is called for by the Contract Documents, then for a period of one (1) year from the date of completion of said work or final acceptance of the Project by the Owner, whichever is later.
- (C) No payment made under this subcontract shall be construed to be an acceptance of defective work or improper materials. Any work not conforming to the requirements of the Contract Documents shall be considered defective.

Disputes

- 14. (A) If at any time any controversy shall arise between the Contractor and the Subcontractor with respect to any matter or thing involved in the Subcontract, and which the parties hereto do not promptly adjust and determine or which the Customer or his authorized representative cannot resolve to the satisfaction of both parties hereto, then the written orders of the Contractor shall be followed (including, without limitation, any order of Contractor for Subcontractor to continue the work), and upon the completion of the work and before the final settlement and payment is made, said controversies shall be decided pursuant to the dispute resolution provisions herein.
- (B) Any controversy or claim arising out of or relating to this Agreement, whether asserted in contract, tort, statute, or otherwise (including whether or not such controversies or claims are arbitrable) shall be submitted to mediation as a condition precedent to further proceedings. In the event no settlement is reached in mediation, any such claim shall be subject to arbitration except as hereinafter provided. Arbitration shall, unless the parties mutually agree otherwise, be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then currently in effect with a single arbitrator under the regular track procedures, unless otherwise directed by Contractor. This arbitration provision shall be strictly enforceable in accordance with the Federal Arbitration Act; it being agreed by the parties that this contract affects interstate commerce, Subcontractor consents to being joined and made a party in any arbitration or other legal proceeding in which Contractor is a party, and involving performance of any portion of the Sublet Work or consequences thereof, directly or indirectly. Subcontractor will cause each sub-subcontract and purchase order to each supplier to have similar provisions expressly incorporating binding arbitration and joinder requirements on each sub-subcontractor and supplier just as is required of Subcontractor. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Attorneys' fees, expert witness fees, court costs and all other reasonable and necessary costs of any suit or arbitration hearing shall be recovered by the prevailing party in addition to other relief granted. The arbitrator(s) is (are) authorized to award all relief that could be awarded by a trial judge as if the case were tried under applicable law. Subcontractor's surety agrees to be bound by the ruling in the arbitration, whether or not a party thereto. In the event any party (other than Subcontractor's surety) who is, Contractor's opinion, necessary to afford complete relief in the arbitration cannot be joined in the arbitration for any reason, then all parties are released from the obligation to arbitrate, and shall resolve the claim in any court of competent jurisdiction. Notwithstanding the foregoing provisions of this Section 14(B), Contractor reserves the right to litigate, rather than arbitrate, any controversy or claim arising out of or relating to this Agreement, and in the event Contractor elects to litigate such claim or controversy, Contractor shall not be obligated to first submit such claim or controversy to mediation before proceeding to litigation.

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- (C) Should Contractor employ an attorney to enforce any of the provisions hereof, or to protect its interest in any manner arising under this subcontract, or to collect damages for the breach of this subcontract, or to prosecute or defend any suit resulting from this subcontract, or to recover on the surety bond given by Subcontractor under this subcontract, Subcontractor and his surety, jointly and severally, agree to pay Contractor all reasonable costs, charges, expenses and attorney's fees expended or incurred therein.

Termination

- 15. (A) If Subcontractor at any time shall refuse or neglect to supply adequate and competent supervision, or a sufficient number of properly skilled workmen or materials of the proper quality or quantity, or fail in any respect to prosecute the Work with the promptness and diligence necessary to meet the scheduling requirements of Contractor or Customer, or fail in the performance of any obligation on its part herein contained, or otherwise delay the work of Contractor or other subcontractors, Contractor shall have the option, after 24 hours notice to Subcontractor, without prejudice to any other remedy Contractor may have, to: (a) supplement Subcontractor's efforts with any such labor or materials deemed necessary by Contractor and to deduct the cost thereof from any money due or thereafter to become due by Contractor to Subcontractor; or (b) terminate this Subcontract, in whole or in part, and enter upon the premises and take possession of all materials, equipment or appliances, of any kind whatsoever, of Subcontractor and to employ any other person or persons to finish the Work, or terminated portion thereof, and to provide the materials therefore, and in case of such supplementation or termination, Subcontractor shall not be entitled to receive any payment under this Subcontract which might otherwise be due it until all of Subcontractor's obligations hereunder shall be performed and payment in full therefore has been made by Customer to Contractor, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by Contractor in supplementing or completing Subcontractor's Work, plus any cost or damages sustained by Contractor by reason of such failure or lack of performance by Subcontractor, including attorney fees, such excess shall be paid by Contractor to Subcontractor. If such expenses, costs and damages exceed such unpaid balance, Subcontractor and/or its performance bond surety, if any, shall pay the difference to Contractor.
- (B) Notwithstanding anything contained herein to the contrary, Contractor may at its election, even though no grounds exist for termination under any other provision of this subcontract, terminate this subcontract at any time upon written notice to the Subcontractor. In the event the Contractor gives the Subcontractor such notice, Subcontractor agrees to withdraw its employees and equipment from the worksite on the effective date of the termination as specified in said notice (which effective date shall not be less than two (2) working days after the date of the notice), regardless of any claim the Subcontractor may or may not have against the Contractor. The Subcontractor's failure to do so shall entitle the Contractor to bring action for damages, including attorney's fees and/or to bring an action for injunctive relief. In the event of such termination for convenience, Subcontractor shall be entitled to its actual cost incurred to the effective date of such termination plus a reasonable profit thereon, provided, however profit shall not be paid or allowed in the event the Subcontractor's cost exceeds the Contractor's earnings for the work performed. The Subcontractor shall not be entitled to anticipated profit or damages for any termination under this clause. Upon receipt of payments provided for above, the parties hereto shall have no further obligation to each other except for Subcontractor's obligations to perform corrective and/or warranty work relating to work actually performed by Subcontractor or any of its subcontractors prior to the termination and to indemnify the Contractor as provided for in this subcontract. If Subcontractor is terminated for default, but that termination is subsequently adjudged to have been without cause, that termination shall be treated as a termination for convenience and this paragraph will govern Subcontractor's rights.

Miscellaneous

- 16. (A) The entire agreement between the parties with respect to the work required is expressed in this written subcontract, and it is agreed that this subcontract has not been based upon any oral representations, promises or statements of any one representing any party hereto, and that this agreement is therefore based entirely upon the written documents constituting this subcontract between the parties, and supersedes all proposals and negotiations not expressly set forth herein. It

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is further agreed that this subcontract shall not be changed, modified, abrogated, or superseded by any subsequent agreement unless it be in writing and signed by both parties. Subcontractor shall not sublet, assign or transfer this subcontract or any part thereof without Contractor's written consent. Any costs incurred by Contractor resulting from or related to such assignment, with or without Contractor's consent, shall be deducted from amounts otherwise due Subcontractor hereunder, or be paid to Contractor directly by Subcontractor upon demand if the amounts then or thereafter otherwise due are insufficient to reimburse all Contractor's related costs.

- (B) Although drawn by Contractor, this subcontract shall in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either party.
- (C) This Subcontract, and all provisions contained herein, shall be interpreted under the laws of the State of Texas, and jurisdiction of all suits arising under this contract shall be in Harris County, Texas.
- (D) Any notice, demand, or other communication required to be given or to be served upon any party hereunder, shall be void and of no effect unless given in accordance with the provisions of this section. All notices, demands or other communications must be in writing and delivered to the person to whom the notice is directed, either: (i) in person; (ii) by United States Mail, as a registered or certified item with return receipt requested; or (iii) delivered by a delivery service that obtains a receipt evidencing such delivery. Notices, demands or other communications delivered by mail shall be deemed given and received when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper, addressed properly, with proper postage affixed. Any notice, demand or other communication given other than by certified or registered mail, return receipt requested, shall be deemed to have been given and received when delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Contractor: WAY Mechanical
8610 Wallisville Rd.
Houston, Texas 77029

With Copy To: Andrews Myers, P.C.
Attn: Ben Westcott
3900 Essex Lane, Suite 800
Houston, Texas 77027-5198

Subcontractor: **NATIONAL TAB INTELLIGENCE**
1329 EAST KEMPER ROAD, SUITE 4210, CINCINNATI,
OHIO, 45246
ATTN: JOE HERTENSTEIN

Either party hereto may change the address for notice specified above by giving the other party ten days' advance written notice of such change of address.

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(E) IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first above written.

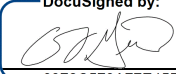
Bonds are ___ are not **X** required for this project.

PERFORMANCE AND PAYMENT BONDS

If forms for such bonds are enclosed with this subcontract form, they shall be executed in duplicate by a Surety approved by the Contractor, which Surety may be selected by the Subcontractor or alternately utilizing the Surety forms if such forms are not enclosed so long as they comply with applicable Texas law. One executed copy bearing bondsman's power of attorney shall be returned with one executed copy of this subcontract, held and firmly bound unto the Contractor of Houston, Texas, in the full and just sum of 100% of the Subcontract value.

Contractor:

WAY MECHANICAL

DocuSigned by:

Signature 69726573A77E45E...

Corey Gill

Print Name


Vice President

Title

3/11/2026

Date

In the presence of:

Signed by:

Griselda Weber
66B06AB6F66A42D...


Address of Witness:

8610 Wallisville Road

Houston, Texas 77029

Subcontractor:

NATIONAL TAB INTELLIGENCE

Signed by:

Signature 6564802CA58D457...

Joe Hertenstein

Print Name

President

Title

2/25/2026

Date

In the presence of:

Dan Hertenstein

Address of Witness:

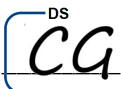
1300 Avalon Park, Ste 206

Orlando FL 32838

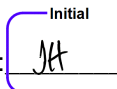
HVAC License #TACLA 82248C Held by Corey Gill Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, (800) 803-9202, (512) 463-6599
Plumbing License #MPL-41404 Held by Corey Gill Regulated by the State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78765, (800) 845-6584, (512) 936-5200

ACCEPTED:

CONTRACTOR:



SUBCONTRACTOR:



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EXHIBIT A.
CONTRACTOR’S INSURANCE REQUIREMENTS OF SUBCONTRACTOR

1.0 **Definitions.** For purposes of this Agreement:

- 1.1 **Contractor Parties.** “Contractor Parties” means (a) _____ (“Contractor”), (b) Prime Contractor, (c) Owner, (d) Architect/Engineer, (e) any lender whose loan is secured by a lien against the Work, (f) their respective shareholders, partners, joint venturers, co-venturers, affiliates, subsidiaries, successors, and assigns, (g) any members, directors, officers, employees, or agents of such persons or entities, and (h) others as required by the Construction Documents.
- 1.2 **ISO.** “ISO” means Insurance Services Office.
- 1.3 **Subcontractor.** “Subcontractor” shall include subcontractors of any tier.

2.0 **Subcontractor Insurance Representations to Contractor Parties.**

- 2.1 It is expressly understood and agreed that the insurance coverages required herein (a) represent Contractor Parties’ minimum requirements and are not to be construed to void or limit Subcontractor’s indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Subcontractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by Subcontractor in support of Subcontractor’s liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Subcontractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- 2.2 Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If Subcontractor shall fail to remedy such breach within five (5) business days after notice by Contractor, Subcontractor will be liable for any and all costs, liabilities, damages and penalties resulting to Contractor Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Subcontractor by Contractor. In the event of any failure by Subcontractor to comply with the provisions of this Agreement, Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Subcontractor, purchase such insurance, at Subcontractor’s expense, provided that Contractor shall have no obligation to do so and if Contractor shall do so, Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

3.0 **Conditions Affecting All Insurance Required Herein.**

- 3.1 **Cost of Insurance.** All insurance coverage shall be provided at Subcontractor’s sole expense.
- 3.2 **Maintenance of Insurance.** All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.
- 3.3 **Status and Rating of Insurance Company.** All insurance coverage shall be written through insurance companies authorized to do business in the State of Texas and rated no less than A-: VII in the most current edition of *A. M. Best’s Key Rating Guide*.
- 3.4 **Restrictive, Limiting, or Exclusionary Endorsements.** All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of Contractor.
- 3.5 **Limits of Liability.** The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- 3.6 **Notice of Cancellation or Material Reduction in Coverage.** All insurance coverage shall contain the following express provision:

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In the event of cancellation or material reduction in coverage affecting a person named within the policy or an endorsement to the policy, thirty (30) days prior written notice shall be given to such person”, and the words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon Company, its agents or representatives” shall be deleted from any cancellation provision.

3.7 **Waiver of Subrogation.** The Subcontractor hereby agrees to waive its rights of recovery from the Contractor Parties with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Contractor Parties on all insurance coverage carried by the Subcontractor, whether required herein or not.

3.8 **Deductible/Retention.** Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$25,000 without prior written approval of Contractor. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Subcontractor’s sole risk. Subcontractor shall not be reimbursed for same.

4.0 **Insurance Required.** The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required.

4.1 **Commercial General Liability Insurance**

4.1.1 **Coverage.** Such insurance shall cover liability arising out of all locations and operations of Subcontractor, including but not limited to liability assumed under this contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

4.1.2 **Form.** Commercial General Liability Occurrence form (at least as broad as an unmodified ISO CG 00 01 07 98 or its equivalent) to include, but not be limited to, coverage for the Subcontractor’s premises, operations (including completed operations), products, and contractual assumption of tort liability.

4.1.3 **Amount of Insurance.** Coverage shall be provided with limits of not less than:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Product-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

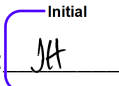
4.1.4 **Required Endorsements.**

a. **Additional Insured.** Additional insured status shall be provided in favor of the Contractor Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 or their combined equivalent. It is the intent of the parties to this Agreement that this Additional Insured status shall include coverage for completed operations and for the Contractor Parties concurrent and sole negligence. Notwithstanding the foregoing or anything in this Exhibit “A” or the Subcontract to the contrary, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Subcontract, the Additional Insured status required hereunder shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend.

b. **Designated Construction Project(s) Aggregate Limit.** The aggregate limit shall apply separately to this Agreement through use of an ISO CG 25 03 03 97 endorsement.

c. **Notice of Cancellation or Material Reduction in Coverage,** as required in 3.6, above.

d. **Primary and Non-Contributing Liability.** It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Contractor Parties, with Contractor Parties’ insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.

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e. Waiver of Subrogation, as required in 3.7, above.

4.1.5 Prohibited Endorsements. The Subcontractor’s insurance coverage is not permitted to include any of the following endorsements:

- a. Contractual Liability Limitation, CG 21 39 or its equivalent
- b. Amendment Of Insured Contract Definition, CG 24 26 or its equivalent
- c. Exclusion–Damage To Work Performed By Subcontractors On Your Behalf, CG 22 94 or CG 22 95 or its equivalent
- d. Exclusion–Explosion, Collapse And Underground Property Damage Hazard, CG 21 42 or CG 21 43 or its equivalent
- e. Limitation of Coverage To Designated Premises or Project, CG 21 44 or its equivalent
- f. Any type of Classification or Business Description Limitation endorsement
- g. Any type of Construction Defect Completed Operations exclusion endorsement
- h. Any type of Habitational/Residential Exposure exclusion if the Contractor is engaged in any type of habitational/residential-related work.
- i. Any type of Punitive, Exemplary or Multiplied Damages exclusion
- j. Any type of Subsidence exclusion if the Contractor is engaged in any type of earth movement work, including but not limited to compaction, fill, or installation of storm or sewer drains.

4.1.6 Continuing Commercial General Liability Insurance. Subcontractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Subcontractor shall provide written representation to Contractor stating Work completion date.

4.2 **Auto Liability Insurance**

4.2.1 Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

4.2.2 Form. Business Auto form (at least as broad as an unmodified ISO CA 0001 or its equivalent).

4.2.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.

4.2.4 Required Endorsements.

- a. Notice of Cancellation or Material Reduction in Coverage, as required in 3.6, above.
- b. Waiver of Subrogation, as required in 3.7, above.

4.3 **Workers’ Compensation/Employer’s Liability Insurance**

4.3.1 Coverage. Such insurance shall cover liability arising out of Subcontractor’s employment of workers and anyone for whom Subcontractor may be liable for workers’ compensation claims. Workers’ compensation insurance is required, and no “alternative” forms of insurance shall be permitted. USL&H must be provided where such exposure exists.

4.3.2 PEO or Leased Employees. Where a Professional Employer Organization (PEO) or “leased employees” are utilized, Subcontractor shall require its leasing company to provide Workers’ Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Subcontractor. Where Subcontractor uses leased employees with Workers’ Compensation insurance provided by a PEO or employee leasing company, Subcontractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.

4.3.3 Amount of Insurance. Coverage shall be provided with a limit of not less than:

<u>Workers’ Compensation:</u>	Statutory limits.
<u>Employer’s Liability:</u>	\$1,000,000 each accident and each disease.

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4.3.4 Required Endorsements.

- a. Notice of Cancellation or Material Reduction in Coverage, as required in 3.6, above.
- b. Waiver of Subrogation, as required in 3.7, above.

4.4 **Umbrella Liability Insurance**

- 4.4.1 Coverage. Such insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision.
- 4.4.2 Form. This policy shall have the same inception and expiration dates as the commercial general liability insurance required above.
- 4.4.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.
- 4.4.4 Continuing Umbrella Liability Insurance. Subcontractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Subcontractor shall provide written representation to Contractor stating Work completion date.

5.0 **Evidence of Insurance.**

- 5.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by Subcontractor, represented by certificates of insurance, evidence of insurance consistent with the requirements of Chapter 1811 of the Texas Insurance Code, and endorsements issued by the insurance company or its legal agent, must be furnished to Contractor prior to commencement of Work and not later than fifteen (15) days after receipt of this Agreement. New certificates of insurance, evidence of insurance, and endorsements shall be provided to Contractor prior to the termination date of the current certificates of insurance, evidence of insurance, and endorsements.
- 5.2 Form. All liability insurance required herein shall be evidenced by ACORD form 25, "Certificate of Insurance", or if such form is not filed with and approved or deemed approved by the Texas Department of Insurance, then on a form filed with and approved by or deemed approved by the Texas Department of Insurance and acceptable to Contractor.
- 5.3 Specifications. Such certificates of insurance, evidence of insurance, and endorsements shall specify the following, excluding any such specifications as may be prohibited under Chapter 1811 of the Texas Insurance Code:
 - 5.3.1 Contractor as a certificate holder with correct mailing address.
 - 5.3.2 Insured's name, which must match that on this Agreement.
 - 5.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.
 - 5.3.4 Producer of the certificate with correct address and phone number listed.
 - 5.3.5 Additional insured status required herein.
 - 5.3.6 Amount of any deductibles and/or retentions.
 - 5.3.7 Cancellation and material reduction in coverage notification as required by this Agreement. A copy of such endorsement must be provided.
 - 5.3.8 Designated Construction Project Aggregate Limits required herein.
 - 5.3.9 Primary and non-contributing status required herein.
 - 5.3.10 Waivers of subrogation required herein.
 - 5.3.11 The certificate of insurance shall list all exclusions and limitations added by endorsement to the general liability insurance coverage.
- 5.4 Required Endorsements. A copy of the General Liability additional insured endorsement(s) shall also be provided.
- 5.5 Failure to Obtain. Failure of Contractor to demand such certificate or other evidence of full compliance with

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these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

5.6 **Certified Copies.** Upon request of any Contractor Party, Subcontractor shall provide to Contractor a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to Contractor at least ten (10) days prior to the expiration of the previous policy.

5.7 **Commencement of Work.** Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by Contractor of any rights. Contractor shall have the right, but not the obligation, of prohibiting Subcontractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by Contractor.

6.0 **Use of Contractor Parties' or Owner's Equipment.** Subcontractor, its agents, employees, sub-subcontractors or suppliers shall use Contractor Parties' equipment only with express written permission of Contractor's designated representative and in accordance with Contractor's terms and condition for such use. If Subcontractor or any of its agents, employees, sub-subcontractors or suppliers utilize any of Contractor Parties' equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of Contractor, Subcontractor shall defend, indemnify and be liable to Contractor Parties for any and all loss or damage which may arise from such use. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Subcontract, this indemnity provision shall not apply to the extent that it requires Subcontractor to defend, indemnify or hold harmless Contractor Parties against a claim caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract of the Contractor Parties, its agent or employee, or any third party under the control or supervision of the Contractor Parties, other than Subcontractor or its agent, employee or subcontractor of any tier.

7.0 **Insurance Requirements of Subcontractor's Sub-Subcontractors.**

7.1 Insurance similar to that required of Subcontractor shall be provided by all sub-subcontractors (or provided by Subcontractor on behalf of sub-subcontractors) to cover operations performed under any subcontract agreement. Subcontractor shall be held responsible for any modification in these insurance requirements as they apply to sub-subcontractors. Subcontractor shall maintain certificates of insurance from all sub-subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from sub-subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to Contractor upon request.

7.2 Subcontractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering Subcontractor's or its sub-subcontractor's property shall be Subcontractor's and its sub-subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, Subcontractor shall not be reimbursed for same. Should Subcontractor or its sub-subcontractors choose to self insure this risk, it is expressly agreed that Subcontractor hereby waives, and shall cause its sub-subcontractors to waive, any claim for damage or loss to said property in favor of Contractor Parties.

8.0 **Release and Waiver.** Subcontractor hereby releases, and shall cause its sub-subcontractors to release, Contractor Parties from any and all claims or causes of action whatsoever which Subcontractor and/or its sub-subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Subcontractor and/or its sub-subcontractors pursuant to this Agreement.

ACCEPTED: CONTRACTOR:  SUBCONTRACTOR:  # 06-1000-0141-1205

EXHIBIT B

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project _____

Job No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

This instrument was executed and acknowledged before me on this ___ day of _____, 20___, by _____, known to me as the person whose name is subscribed above, as [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas

My Commission Expires: _____

ACCEPTED:

CONTRACTOR:

^{DS}
CG

SUBCONTRACTOR:

^{Initial}
JA

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EXHIBIT C

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____

Job No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

This instrument was executed and acknowledged before me on this ____ day of _____, 20__, by _____, known to me as the person whose name is subscribed above, as _____ [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas

My Commission Expires: _____

ACCEPTED: CONTRACTOR:  SUBCONTRACTOR:  # 06-1000-0141-1205

EXHIBIT D.

SUBCONTRACT SCOPE OR SUBLET WORK

LABOR AND MATERIALS TO PROVIDE A COMPLETE TEST AND BALANCE WITH TAB REPORTS PER SPECS, OF BOTH THE BASEMENT AND THE GENERATOR SCOPE AT FIRST BAPTIST DALLAS.

ACCEPTED: CONTRACTOR: ^{DS} CG SUBCONTRACTOR: ^{Initial} JH #06-1000-0141-1205