

**Exhibit B**  
**Additional Subcontract Terms and Conditions**

1. 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 or anyone else. In case of conflict between the Owner/Contractor Contract Documents and the Subcontractor/Contractor Contract Documents the terms and requirements of the Contract Documents creating the greater obligation for the Subcontractor will take precedence.
2. The Subcontractor shall not assign this Subcontract or any amounts due or to become due thereunder without the written consent of the CONTRACTOR; nor shall he subcontract more than fifty percent (50%) of the Work of this Subcontract to any other single subcontractor without prior written consent of the CONTRACTOR. Written consent by the CONTRACTOR must be signed by CONTRACTOR's company President. Subcontractor acknowledges the Owner/Contractor Contract Documents in certain cases may require assignment of the Subcontractor/Contractor Contract Document's responsibilities and expressed or implied warranties to the Owner or other related parties. Subcontractor accepts the assignment requirements of the Owner/Contractor Contract Documents.
3. Should Subcontractor subcontract or assign any part of this Subcontract to others, Subcontractor shall bind such person or firm to all of the terms and conditions of this agreement, and shall require that any lower tier subcontractors likewise be bound to all of the terms and conditions of this agreement. Additionally, any agreement with, by or between lower tier subcontractors with regard to work under this Subcontract shall include specific reference to insurance requirements. (Reference Paragraph 27). 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.
4. The Subcontractor shall take necessary precaution to properly protect its work and the work of other trades from damage, theft or loss related to the Work performed herewith.
5. Subcontractor shall remove from the site, 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.
6. The Subcontractor shall not commence any work provided for herein or contemplated by this Subcontract unless and until Subcontractor has secured CONTRACTOR's approval of all subcontractors to be used in performing Subcontractor's work. Subcontractor further agrees to immediately cease specified work contemplated by this Subcontract or provided for herein upon CONTRACTOR's withdrawal or refusal of approval of any subcontractor being used or to be used in performing Subcontractor's work.
7. The Subcontractor shall furnish progress reports of the Work, including the progress of materials or equipment under this Agreement that may be in the course of preparation, manufacture or delivery.

8. Subcontractor agrees to guarantee its work against all defects of materials or workmanship, 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 total project substantial completion.
9. If Subcontractor at any time refuses or neglects to supply a sufficient and proper number of skilled men or material or equipment of proper quality or fails in any respect to prosecute the Work with promptness and diligence in accordance with CONTRACTOR's schedule or direction or otherwise defaults in the performance of this Subcontract, CONTRACTOR at its option, may after 24 hours notice to Subcontractor; (1) require Subcontractor to add resources and work overtime at no cost to CONTRACTOR or Owner, (2) provide or supplement any such labor, material or equipment and deduct the cost from any money due or to become due to Subcontractor under this Subcontract; (3) CONTRACTOR may terminate the Subcontract and take possession of all materials, tools, and equipment of Subcontractor for the purpose of completing the Work under this Subcontract; and/or (4) CONTRACTOR may pursue such other remedies as are provided by law. If, CONTRACTOR shall have any claims against Subcontractor, whether arising out of this Subcontract or otherwise, then CONTRACTOR, without waiving or limiting any other rights or remedies it may have against Subcontractor, shall be entitled from time to time to offset the amount thereof from any amounts due or owing by CONTRACTOR to Subcontractor in connection with the Subcontract or any other Subcontract with the Subcontractor. If the expense of completion or correction of the Work and other damages (including, but not limited to, CONTRACTOR's additional supervision and overhead costs resulting from Subcontractor's default or failure to prosecute the Work in accordance with CONTRACTOR's schedule) exceeds the unpaid balance of the amount to be paid under the Subcontract, then such sums shall be paid to CONTRACTOR by Subcontractor; a sworn statement by an officer of the CONTRACTOR of such expense of completion of the Work and other damages shall be prima facie evidence in any judicial proceedings of the fact and extent of the liability of the Subcontractor. Subcontractor shall protect, indemnify, and save harmless CONTRACTOR from all damages or compensation, which CONTRACTOR has to pay to any other party on account of any default of Subcontractor under this Subcontract. CONTRACTOR shall have a contractual and possessory lien upon all tools, material and equipment of Subcontractor on the site of the Work to secure payment of any expenses or damages which may be incurred by CONTRACTOR on account of default by Subcontractor. In addition, if, as a result of Subcontractor's default or failure to prosecute the Work in accordance with the CONTRACTOR's schedule, CONTRACTOR extends its supervision and overhead costs, the Subcontractor shall be charged for the costs of such supervision and overhead; and, in the event that more than one Subcontractor is responsible for the CONTRACTOR's extended costs, the costs will be divided among said Subcontractors according to their role in the delay, or in proportion to the total dollar consideration of their Subcontract, at CONTRACTOR's sole option. At any time CONTRACTOR may, for its convenience, cancel, terminate or suspend all or any separable part of this Subcontract by giving written notice thereof to Subcontractor. Upon its receipt of such notice, Subcontractor shall discontinue all work so terminated and suspend all further shipments, place no additional orders for parts, materials, or labor associated with the goods and/or services the subject of this Subcontract and preserve and protect all completed work on hand but not yet shipped, all work in progress (whether in Subcontractor's facilities or those of its sub-subcontractors or suppliers) and all goods and materials on hand purchased for or committed to this Subcontract, delivering or disposing of same as CONTRACTOR shall direct in writing.
10. Subcontractor may be ordered in writing by CONTRACTOR without invalidating the Subcontract, to make changes in the Work consisting of additions, deletions or other revisions, and the Subcontract Amount and the Contract Time shall be adjusted accordingly. Subcontractor shall promptly submit to CONTRACTOR written copies of any claim for adjustment to the Subcontract Amount or Time for the revised work in a manner consistent with the Contract Documents or as directed by CONTRACTOR.

11. No alterations, increases or decreases shall be made in the Work except on the written order of CONTRACTOR, and when so made, the value of the work or materials added or omitted shall be computed and determined by Subcontractor, subject to the written approval and acceptance by CONTRACTOR and, if applicable, Owner, and the amount so determined and accepted shall be added to or deducted from the Subcontract Amount via change order. Subcontractor shall have no claim for additional work, or changed work, or changed contract time, unless such work or extension has been done pursuant to a written order from CONTRACTOR's Project Manager. Any extra work performed without such written order will be at Subcontractor's expense and shall constitute a material breach of this subcontract.
12. If Owner, Architect or CONTRACTOR disputes the validity or amount of a Change Order Request submitted by Subcontractor, but instructs Subcontractor to proceed with such work pending resolution, Subcontractor shall promptly commence such work, and the dispute shall be resolved as provided herein.
13. Subcontractor shall submit proposals for alterations in the manner provided by the Contract Documents or as instructed by CONTRACTOR.
14. The Subcontractor shall cooperate with the CONTRACTOR and other subcontractors whose work might interfere with this Subcontractor's work and shall participate in the preparation of coordinated drawings in areas of congestion, as required by the Contract Documents or as deemed necessary by the CONTRACTOR. Additionally, the Subcontractor shall specifically note and advise the CONTRACTOR of any such congestion or interference.
15. The Subcontractor shall cooperate with the CONTRACTOR in scheduling its work so as not to conflict or interfere with the work of others.
16. The Subcontractor does hereby agree that the CONTRACTOR's equipment will be available to the Subcontractor only at the CONTRACTOR's discretion and on mutually satisfactory terms, which shall include without limitation a full release and indemnity of CONTRACTOR for any damages attributable to Subcontractor's use of said equipment.
17. The Subcontractor shall promptly submit shop drawings, drawings, samples, and any other required submittals as required in order to carry on the Work efficiently and at a speed that will not cause delay in the progress of the CONTRACTOR's work or other branches of the work carried on by the other Subcontractors. All shop drawings, drawings, samples and submittals shall conform to the requirement of the Contract Documents in every respect. Any deviation from the Contract Documents, even if approved by CONTRACTOR, shall not release Subcontractor of its obligations under this Agreement.
18. The Work included in this Subcontract shall be performed in accordance with the Contract Documents. Decisions made by the Architect or Owner's other authorized agent as to the true construction and meaning of the drawings and specifications shall be final. Subcontractor shall conform to and abide by any additional specifications, drawings or explanations furnished by the Architect to detail and illustrate the Work to be done.
19. Materials delivered and stored at the site shall be limited to materials required to be incorporated into the Work and such materials, once delivered, and shall not be removed from the site, except that any excess materials shall be removed from the site upon completion of the Work. No material or equipment shall be delivered to the Project site that is not intended for use with or incorporation into the Work.
20. Subcontractor shall be bound to the CONTRACTOR by the same liquidated damage provisions, which bind the CONTRACTOR to the Owner.

21. Subcontractor shall make any claims promptly to Contractor for additional cost or extension of time in accordance with this Subcontract and the General Contract Documents. Any such claim which may affect or become part of a claim which Contractor is required to make to the Project Owner shall be received by Contractor not less than two (2) working days preceding the time by which Contractor's claim must be made. Compliance with this provision shall be a condition precedent to Subcontractor's right to assert such claims and failure of Subcontractor to make such a timely claim shall bar Subcontractor's claims. If such other deadlines are not applicable for any reason, Subcontractor shall nonetheless make any claims to Contractor, in writing, not later than the 91<sup>st</sup> day after the first occurrence of the event giving rise to the claim. Failure to do so shall constitute an absolute release and waiver of such claim by Subcontractor.
22. At CONTRACTOR's option, all claims, disputes, and other matters in question arising out of or relating to this Subcontract, or the breach thereof, may be decided by arbitration, which shall be conducted in accordance with the provisions of the Federal Arbitration Act then in effect with a single arbitrator unless otherwise elected by CONTRACTOR. In the event CONTRACTOR and Subcontractor cannot agree on the selection of an arbitrator, CONTRACTOR and Subcontractor shall each appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, referred to as the neutral arbitrator. The neutral arbitrator shall preside over the arbitration proceedings, and the decision of any two of the arbitrators shall be binding upon the parties. All arbitration proceedings will be in Houston, Texas, or at such other location as required by the Contract Documents. Further, Subcontractor agrees that in the event Owner and CONTRACTOR, or CONTRACTOR and any other entity, are involved in an arbitration arising out of or relating to the Project or the Contract Documents which pertains in whole or in part to work performed by Subcontractor under this agreement, Subcontractor shall, by consolidation join in the said arbitration and any such claims, disputes or other matters shall then be determined in the consolidated arbitration proceeding. This agreement to arbitrate and any other written agreement to arbitrate shall be specifically enforceable. It is agreed that the work performed and/or materials or equipment provided pursuant to this Agreement affects and involves interstate commerce. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof. Any legal action by Subcontractor against Contractor or Owner arising out of or related to the Work, the Project or this Subcontract shall be commenced not later than twenty-five (25) months from the date of substantial completion of the Project or forever waived and released by Subcontractor.
23. Subcontractor agrees to turn Subcontractor's work over to CONTRACTOR in good condition and free and clear from all claims, encumbrances and liens for labor, services, or materials and to indemnify and hold CONTRACTOR and Owner harmless from any and all claims, demands, suits, damages, consequential damages, interest, expenses of litigation, including court costs and attorney's fees, costs, liens, claims for liens and expenses of whatever kind or nature which result from, or arise out of (a) any failure of Subcontractor to fully perform each and every provision of this Subcontract or (b) any failure by Subcontractor, its subcontractors, suppliers, invitees or others acting on behalf of Subcontractor to pay for all labor, materials, services, supplies and equipment, the non-payment of which results in any lien, encumbrance, claim for lien which may be made or asserted against the project, the Subcontractor's work, the CONTRACTOR, the CONTRACTOR's surety or Owner. 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 attorney's fees, pay for the defense of such suit by an attorney of CONTRACTOR's choosing and pay any judgment rendered therein.
24. Subcontractor agrees to indemnify and save harmless Owner, CONTRACTOR, Architect and Engineers from any and all claims or suits for infringement of patents or violation of patent rights by Subcontractor,

and further agrees to pay all losses and expenses incurred by CONTRACTOR by reasons of any such claims or suits, including counsel fees.

25. Builder's Risk Insurance will be carried by the CONTRACTOR, unless stipulated otherwise in the Contract Documents. In any case Builder's Risk Insurance coverage shall conform with the requirements of the Contract Documents and shall extend to the Work performed under this Subcontract to the Subcontractor subject to all the provisions and exclusion as specified by said Builder's Risk Insurance, but in no case does it apply to any tools or equipment not to become a part of the permanent structure; such loss of tools or equipment owned or used by the Subcontractor shall be the exclusive and sole responsibility of the Subcontractor. Subcontractor shall be solely responsible for any deductible feature of said Builder's Risk Insurance as shall be applicable to his share of the specific loss.
26. Contractor's and Owner's Insurance coverage shall not extend to tools and equipment of Subcontractors, Engineers or the Architects or property owned by employees of any of the aforementioned; vehicles of any kind; trees or shrubs; or Drawings or Specifications. Any property not covered by the CONTRACTOR's and/or Owner's Builder's Risk or CONTRACTOR's Equipment policies such as tools, machinery or equipment and property of a similar nature not destined to become part of the Project, as well as property stored off the site or in transit, shall be the Subcontractor's responsibility, and the Subcontractor may self insure or provide other insurance at his option. The Owner, Architect, Engineer, and CONTRACTOR shall be held harmless and not responsible for any loss or damage to property of any kind owned or leased by the Subcontractors, their employees, servants, or agents. Any policy of insurance covering the Subcontractor's owned or leased machinery, tools, and equipment against loss by physical damage shall provide that underwriters waive their rights of subrogation against the CONTRACTOR and Owner and their respective employees, servants, or agents.
27. The Subcontractor and any of his lower tier subcontractors shall carry Worker's Compensation-Employer's Liability, Commercial General Liability, Contractual Liability and Automobile Liability Insurance. All policies will include a Waiver of Subrogation in favor of CONTRACTOR. All policies except Worker's Compensation will name CONTRACTOR and Owner as additional insureds. Coverage provided to Additional Insured's shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insured. Subject to the provisions of paragraph 5 of the Subcontract, the minimum limits and additional requirements are as stated in the Insurance Requirements as attached and marked Exhibit C or such greater amounts as required by the Contract Documents. Commercial General Liability shall cover liability arising from premises, operations, independent contractors, products-completed operations, contractual liability, and personal and advertising injury. The limits for Commercial General Liability will be on a "per project" basis. This insurance will be as necessary to insure the liability of the parties hereto for injuries to, or death of Subcontractor's employees; and Subcontractor shall also carry adequate Public Liability Insurance covering accidents to person and property occasioned by Subcontractor or CONTRACTOR in the performance of the work covered by this Subcontract; and Subcontractor shall also carry any and all insurance required by the law of the place where said work is to be done. Prior to commencement of any work under this Subcontract, Subcontractor shall furnish CONTRACTOR with satisfactory evidence that all of said insurance has been obtained and paid for and will continue in force for a period of three years beyond Substantial Completion of the project; and if Subcontractor should subcontract any of this work to a third party, Subcontractor shall see to it that such third party shall carry such insurance and furnish said evidence thereof. Subcontractor's obtaining of the insurance required by this paragraph shall in no manner lessen or affect Subcontractor's obligations as set forth in paragraph 28 below, or in any of the other provisions of this Agreement.
28. **Subcontractor agrees to and shall indemnify and hold harmless CONTRACTOR, Owner, Architect, and Engineer and their respective officers, agents, and employees (hereinafter**

collectively referred to as the “Indemnified Parties”) from all claims, losses, damages, suits, causes of action and liabilities of every kind (hereinafter referred to as “Claims”), for injury to or death of any person, for damage to any property or for consequential damages, arising out of or in connection with the Work done by Subcontractor under this Subcontract, including, but not limited to, any injuries, death or damages which are caused by CONTRACTOR’s sole negligence, the joint negligence of CONTRACTOR and any other person or entity, or the negligence of any of the Indemnified Parties. Subcontractor hereby further agrees and shall indemnify and hold the Indemnified Parties harmless from all expenses of litigation, court costs and attorney’s fees relating to the Claims. Subcontractor shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims, regardless of whether any Claim is meritorious, or whether any Indemnified Party is joined therein, and shall bear the cost of all judgments and settlements in connection therewith provided, however, without relieving Subcontractor of its obligations hereunder, any of the Indemnified Parties, at its election, may defend or participate in the defense of any and all of the Claims with counsel of its choosing, the cost of which shall be paid by Subcontractor. The maintenance of the insurance referred to in this Subcontract shall not diminish Subcontractor’s obligations hereunder or Subcontractor’s agreement of indemnification.

29. Subcontractor agrees to abide by the Occupational Safety and Health Act of 1970, as amended, and to indemnify and hold harmless CONTRACTOR from any loss, liability, damages, or expense, including attorney’s fees, arising from the default or failure of Subcontractor to abide by said Act.
30. The Subcontractor shall comply with all statutory safety requirements and any special safety requirements that may be stated in the Contract Documents, and shall cooperate and comply with safety programs and measures initiated by the CONTRACTOR. Subcontractor shall report to the CONTRACTOR’s project manager in writing within three (3) days of occurrence injury to the Subcontractor’s employees at the site of the project.
31. The Subcontractor agrees to comply with all applicable provisions of the Civil Rights Act and Executive Order 11246 and to be an Equal Opportunity Employer for the duration of the Work performed under this Subcontract.
32. The Subcontractor shall comply with all Federal, State, and Local Laws and Ordinances relating to the Work and give adequate notices relating to the Work to proper authorities and to secure and pay for all necessary licenses or permits to carry on the Work, as described in the Contract Documents, as applicable to this Subcontract. Subcontractor agrees to indemnify and hold CONTRACTOR harmless from all claims, losses, damages, suits, causes of action and liabilities of every kind or expense resulting from or arising out of Subcontractor’s failure to comply with the provisions of this subparagraph.
33. The Subcontractor shall comply with all Federal, State, and Local Tax Laws, Social Security Laws, Unemployment Compensation Laws, and Workmen’s Compensation Laws, insofar as applicable to the performance of this Subcontract.
34. The Subcontractor shall, before the first application for payment, submit to the CONTRACTOR a schedule of values of the various parts of the Work, aggregating the total sum of the Subcontract amount, made out in such detail as the CONTRACTOR may require, or as required by the Owner, supported by such evidence as to its correctness as the CONTRACTOR may direct. This schedule, when approved by the CONTRACTOR, shall be used as a basis for Certificates for Payment, unless it is in error. In applying for payment, the Subcontractor shall submit a statement per paragraph 35 below based upon this schedule.

35. On or before the twenty-fifth (25<sup>th</sup>) of each month, the Subcontractor shall submit to the CONTRACTOR monthly applications for payment consisting of a fair and properly itemized schedule for all work included in this Subcontract, including the adjusted Subcontract amount, total gross complete, less specified retainage, less previous amounts paid, to equal net amount due, so as to enable the CONTRACTOR to submit his Application for Payment to the Owner.
36. In the event of default by the Owner or termination for convenience by the Owner, CONTRACTOR shall not be liable for any consequential or other damages suffered by Subcontractor. In either such event, Subcontractor's right of recovery against CONTRACTOR shall be expressly limited to the amount of funds collected by CONTRACTOR from the Owner attributable to work performed by Subcontractor, but not paid to Subcontractor.
37. Contractor shall pay to Subcontractor monthly or other periodic progress payments as specified by the Contract Documents to the extent the Subcontract work is approved by CONTRACTOR and/or Architect and paid by Owner to CONTRACTOR, subject to a retention by CONTRACTOR in the amount of ten percent (10%) of the amount of each progress payment or in such percentage as the Owner withholds from CONTRACTOR, whichever is greater, until Owner pays CONTRACTOR final payment, subject however, to all other provisions of this Agreement. Subcontractor and CONTRACTOR have addressed in their negotiations the contingency that the Owner may not pay CONTRACTOR for work performed by Subcontractor, and Subcontractor has agreed and does hereby agree to accept the risk of non-payment by the Owner, for whatever reason, it being specifically understood that payment by the Owner to CONTRACTOR for Subcontractor's work, whether for progress payments or final payment, is a condition precedent to CONTRACTOR's liability to pay Subcontractor. Subcontractor's price for the Subcontract Work includes the assumption of this risk.
38. In the event of non-payment by Owner, and paragraph 37, 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 this Subcontract and 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 time for payment to Subcontractor in the case of Owner non-payment is within 120 days after Contractor's submission of a payment request to Owner that includes the work for which Subcontractor seeks payment or, if litigation or arbitration between Contractor and Owner 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.
39. 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 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 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.
40. Contractor shall be under no obligation to make any payment to Subcontractor for any costs related to work performed or material or equipment provided to on the Project until Subcontractor has furnished proof, in a form acceptable to Contractor, of the satisfaction of all debts of Subcontractor 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.

41. If payments are made to the Subcontractor on account of materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be in accordance with the terms and conditions of the Contract Documents. Payment on account of materials stored shall constitute transfer of ownership, but shall not in any way relieve the Subcontractor of its responsibility of liability for security and protection of said materials against damage or theft.
42. Payments made on account of materials delivered or work completed shall not be construed as acceptance of defective or faulty workmanship or materials.
43. The Subcontractor shall pay for all materials and labor used in, or in connection with, the performance of this Subcontract, through the period covered by previous payments received from the CONTRACTOR, and furnish satisfactory evidence when requested by the CONTRACTOR, to verify compliance with the above requirements.
44. No payment will be made on account of any labor or materials furnished under this Subcontract until properly executed Subcontract and Bond (if required), and satisfactory evidence of insurance (refer to paragraph 27) have been received by the CONTRACTOR.
45. Subcontractor shall furnish and pay for a surety bond if so required by CONTRACTOR, payable to CONTRACTOR in a sum not less than that payable under this Subcontract and in the form supplied by CONTRACTOR, with surety thereon satisfactory to CONTRACTOR, for the faithful performance of this Subcontract, and each and all of its stipulations and agreements, and for the payment of all persons furnishing labor, services or materials used or purchased for use in the Work covered by this Subcontract.
46. Should CONTRACTOR employ an attorney to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Subcontract, or to collect damages for the breach of this Subcontract, or to prosecute or defend any suit arising out of or related to this Subcontract, or to recover on the surety bond given by Subcontractor under this Subcontract, Subcontractor and its surety, jointly and severally, agree to pay CONTRACTOR all costs, charges, expenses and attorney's fees expended or incurred therein. Venue for any state court action or arbitration taken against CONTRACTOR shall be Harris County, Texas, and venue for any federal court action taken against CONTRACTOR shall be the Southern District of Texas, Houston Division.
47. This Subcontract and the Contract Documents, insofar as they relate in any part or in any way to the Work undertaken herein, constitute the entire agreement between the parties hereto, and it is expressly understood and agreed that there are no agreements or promises by and between said parties, except as aforesaid, and that any additions, thereto or changes therein shall be documented in writing by the CONTRACTOR.
48. CONTRACTOR requires receipt of the original executed subcontract and all appropriate exhibits. Subsequent change orders, lien releases or other process documents, except for notices, may be forwarded by facsimile or e-mail. Any and all notices pertaining in any way to this Agreement or the Work, including address changes, to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered, or certified, postage prepaid, return receipt requested. Mailed notices shall be addressed to the addresses of the parties as set forth in the introductory paragraph of this Subcontract, but each party may change its address in accordance with this paragraph.

49. To the extent any provision of this Subcontract is held to be unenforceable, that provision shall be amended to the extent necessary to comply with controlling law. If such amendment is not effective to resolve the conflict with such law, the unenforceability of that provision shall not affect the remainder of this Subcontract, all other terms of which shall continue in full force and effect. This Subcontract may only be changed by written agreement of the parties. Failure by Contractor to exercise any right conveyed herein or otherwise allowed by law shall not operate as a waiver of that right, or any other, or Contractor's right to subsequently enforce any provision of this Subcontract.
50. Subcontractor shall save and keep the Project and all improvements thereon free from all mechanic's and materialmen's liens or bond claims and all other claims by reason of the Work or any labor, materials or other things used therein. Failure by Subcontractor to pay all debts incurred in relation to the Work as they come due for any reason shall constitute a material breach of the Subcontract. Contractor may, without obligation, make direct payments or joint check payments to any of Subcontractor's vendors from payments then or thereafter otherwise due to Subcontractor for the Work. 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, Contractor may retain sufficient funds, out of any money due or thereafter to become due by Contractor to Subcontractor, to pay the claim or 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, 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 is not to be used in the construction of this Project.
51. Subcontractor, by its execution of this Subcontract, (i) acknowledges receipt of all financial information of the Owner and Owner's Lender required by Texas law and (ii) agrees to maintain, and shall require all of its sub-subcontractors and suppliers to maintain, the confidentiality of the financial information of Owner and Owner's Lender received by Subcontractor from CONTRACTOR.

Subcontractor understands the terms of this Exhibit B and acknowledges that it is part of this Subcontract.

**SUBCONTRACTOR**

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

**Printed Name:** \_\_\_\_\_

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