



Memorial City Plaza

Tenant Handbook

WELCOME

Welcome to Memorial City Plaza. We at MetroNational look forward to a long and productive relationship with you. Please let us know if we can help as you settle into your new office space. We would be happy to provide any information or services you might require to move easily into your office.

This Tenant Handbook should answer many of the immediate questions you may have about building regulations, policies, and operating procedures. We have provided important building personnel names and phone numbers of several area restaurants and business-related service providers to help you get acclimated to your new surroundings.

At MetroNational, we pride ourselves on quality service and responsive attention to our buildings and our tenants. We encourage you to work with us in upholding our service goals-by sharing your concerns with us and offering suggestions on ways that we can continue to improve your office and surrounding environment.

Please keep this Handbook in a convenient location, perhaps at your reception area.

Sincerely,

MetroNational Management

ALL INFORMATION CONTAINED IN THIS TENANT HANDBOOK IS SUBJECT TO CHANGE AT METROANTIONAL'S DISCRETION WITHOUT NOTICE. ALL CHANGES WILL BE DIRECTED TO YOUR TENANT CONTACT FOR UPDATES TO YOUR TENANT HANDBOOK.

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GENERAL BUILDING INFORMATION

PROPERTY MANAGEMENT OFFICE

The Property Management Office is located on the second (2nd) floor of the building. The Management Office is open from 7:30 A.M. until 5:00 P.M. Monday through Friday to serve the needs of Memorial City Plaza tenants.

The telephone number for the Property Management office is (713) 468-4928. After-hours calls will be answered by Security via the same number.

Correspondence mailed to the Property Management Office should be addressed as follows:

MetroNational
820 Gessner, Suite 200
Houston, Texas 77024

MEMORIAL CITY PLAZA MANAGEMENT TEAM

Sr. Property Manager:	Todd Jurek	todd.jurek@metronational.com
Assistant Property Manager:	Carla Coke	carlac@metronational.com
Property Administrator:	Jessica Mojtahedi	jessica.mojtahedi@metronational.com
Asset Portfolio Accounting:	Kay Kingsley	kayk@metronational.com
Director of Engineering:	Danny Rodriguez	dannyr@metronatinoal.com
Chief Engineer:	Johnny Spencer	johnnys@metronational.com

BUILDING HOURS

The building is open and heating/air conditioning services are provided on the flowing days, during the hours of operation designated below.

Monday – Friday	7:00 a.m. – 6:00 p.m.
Saturday	8:00 a.m. – 1:00 p.m.
Sunday	Closed

HOLIDAYS

On the following holidays, Memorial City Plaza will be closed:

- New Year’s Day
- Memorial Day
- Labor Day
- Independence Day
- Thanksgiving Day
- Christmas Day

On these days, the following conditions will prevail:

After hours HVAC must be requested by noon the day before a holiday. Please submit an IMPAK OT Air request with specific start/stop times and dates.

After hours, weekend, and holiday access to the building will be granted only with an assigned access card. Access cards can be obtained through the building management office.

LOADING DOCK/SERVICE DRIVE

Memorial City Plaza has two loading dock areas. The first loading dock is located behind 820 Gessner and the second loading dock is located behind 840 Gessner. Deliveries are to be made through the loading dock areas only.

The 820 dock ramp is very steep; please use caution if attempting to park on the dock ramp.

All shredding trucks must park along the service drive by the 840 Gessner loading dock.

Please remind all contractors/vendors that deliveries are to be made through the loading dock and service elevators.

STAIRWELLS

There are 2 stairwells located in each building: one on the east side and one on the west side of each building. Please familiarize yourself with the location of these stairwells which are for emergency egress from the buildings.

NEW TENANT INFORMATION

It is MetroNational's goal to provide assistance in making your transition into Memorial City Plaza as smooth as possible.

In this section you will be asked to supply specific information that MetroNational will utilize as a guide for providing services to your firm.

RENTAL REMITTANCE

Payment for rent and above-standard services shall be sent directly to the following address:

MEMORIAL CITY TOWERS, Ltd.
P.O. BOX 301409
DALLAS, TX 75303-1409

Checks for rent and extraordinary services shall be made payable to MEMORIAL CITY TOWERS, Ltd. All rental payments are due and payable on or before the first day of each month.

Charges made to tenants for above-standard services will be invoiced and sent to the tenant separately each month. A late fee will be assessed per your lease agreement if payment is not received in a timely manner. Any questions concerning payments should be directed to the property management office at (713) 468-4928.

Remittance advice contact name	Kay Kinglsey
Remittance advice email address	kayk@metronational.com
Remittance advice telephone	(713) 468-4928

ABOVE STANDARD SERVICE BILLING

Tenants will be billed for above-standard services such as OT HVAC, suite keys, and electrical, or plumbing requests on a monthly basis. A tenant coordination fee in accordance to your lease agreement for administrative and overhead costs will be added to the direct cost with the expectation of OT HVAC. A separate invoice will be prepared for each service provided; Terms of payment will be listed on the invoice.

BUILDING SUNDRY CHARGES

Air conditioning service is available during business days from 7:00 A.M. to 6:00 P.M. There is no additional charge for air conditioning on Saturday from 8:00 A.M. to 1:00 P.M. To request air for after-hours or holidays, a Request for Overtime Air must be filled out, signed and returned to the Management Office. The overtime air charge is presently \$50.00 per floor per hour. This charge is subject to periodic revision based on costs.

- 1) After-hours Air Conditioning - \$50.00 Per Hour (or as indicated in your lease)
(Building HVAC hours are 7:00 A.M. – 6:00 P.M Mon-Fri & 8:00 A.M. – 1:00 P.M. on Saturday)

Requests for overtime air conditioning must be submitted, in writing, no later than 2:00 P.M. on the day the service is required, or by noon on the day preceding a weekend or holiday.

- 2) Lock and Key maintenance
 - a. Re-key cylinder with 2 keys (\$60.00 + Tax)
 - b. Additional Keys (\$17.00/Ea. + Tax)
- 3) Elevator Use - Requests for freight elevator reservations must be submitted in writing at least 24 hours before service is needed. Elevator use requiring assistance of an elevator technician will result in an additional cost to be determined at the time of need.
- 4) Replacement of Non-Standard Lighting
- 5) Additional maid or janitorial service i.e., dishwashing, cleaning/stocking of private restrooms, etc.
- 6) Changing door signs and directory information
- 7) Special Engineering Requests
 - a. Engineer Time (2 Hour Minimum) at \$45.00 Per Hour

Special requests will be completed on Friday of the week requested.

MOVING INTO MEMORIAL CITY PLAZA

The relocation of a company is a very important and sometimes difficult function to perform. Our goal is to assist in making this transition as smooth and efficient as possible. The key to any successful move is effective communication and coordination between the tenant, the tenant's moving company and the Property Management Office. In order to achieve this goal, the following guidelines have been established to ensure an organized and effective move-in.

ELEVATOR USE:

To permit an efficient flow of furniture and material, the proper scheduling of the service elevator should be considered. **Weekday moves must take place after 6:00 P.M.**; there are no time restrictions for weekend/holiday moves, subject to management's approval. The Management Office requires a 24-hour minimum notice to schedule the elevator for your use.

After your initial move into Memorial City Plaza, we request that your firm continue to schedule use of the freight elevator through the management office at least 24 hours in advance of extraordinary deliveries.

We strive to serve all of our tenants efficiently and equitably; your cooperation is essential.

KEYS:

Office keys will be turned over to your designated representative when your suite is ready for occupancy.

MOVING DAY:

A Moving Policy has been created to address all rules for moves within the building (see Moving Policy, page 10). We suggest the tenant review our policy with the moving company prior to the day of the move.

TENANT HANDBOOK:

This Tenant Handbook will be given to each tenant prior to move-in. This manual includes information that is pertinent to all aspects of building operating procedures. We request the tenant make this information available to all employees prior to moving day.

MOVING POLICY

The following rules pertain to moving furniture, equipment and supplies in and out of the building:

ANY MOVERS WHO DO NOT ADHERE TO THE FOLLOWING RULES WILL NOT BE ALLOWED TO ENTER THE PREMISES OR WILL BE REQUIRED TO DISCONTINUE THE MOVE.

1. Clean Masonite sections will be used as runners on all finished floor areas where heavy furniture or equipment is being moved with wheel or skid type dollies. Clean plywood sections will also be required when moving over "sensitive" floors (i.e., stone or tile floors). The Masonite must be at least 1/4" thick, 4' x 8' sheets in elevator lobbies and corridors and 32" sheets through doors in tenant space.
2. Property Management and moving company personnel will inspect all walls, door facings, elevator cabs and other areas along the route to be followed before, during and after the move. The mover must provide and install protective coverings on all walls, door facings, elevator cabs and other areas along the route to be followed during the move.
3. Any damage to the building or fixtures caused by the move will be repaired and paid for by the tenant.
4. Only the service elevator in the building will be used for the movement of furniture, equipment and supplies unless prior approval to use additional elevators is granted by Property Management.
5. Move-ins with large quantities of furniture, equipment or supplies must be scheduled to begin after 6:00 P.M. on weekdays, or at some other time on weekends or holidays with prior consent by the Property Manager.
6. The tenant representative must make arrangements with the Management Office at least 24 hours in advance for use of the freight elevator for any move. A firm arrival time must be established.
7. The moving company must carry the following minimum insurance:
 - A. Without limitation, Contractor shall purchase and maintain in force the following insurance in form and from carriers acceptable to Landlord and with not less than the minimum set forth below:

<u>Coverage</u>	<u>Limits</u>
a. Workers' Compensation: Employer's Liability:	Statutory Limits
Each Accident:	\$500,000.00
Each Employee – Disease:	\$500,000.00
Policy Limit – Disease:	\$500,000.00
b. Broad Form Commercial General Liability to include Products/Completed Operations, Broad Form Property Damage and Contractual Liability	General Aggregate: \$2,000,000.00 Per Occurrence: \$2,000,000.00
c. Comprehensive Automobile Liability to include hired, owned and non-owned autos	
Split Limits:	
(a) Bodily Injury	\$250,000.00 per person \$500,000.00 per occurrence
(b) Property Damage	\$500,000.00 per occurrence
or	
Combined Single Limit:	\$1,000,000.00
d. Umbrella Liability providing excess limits on above coverage	\$3,000,000.00

- B. Contractor shall furnish Landlord with Certificates of Insurance before Tenant's work is started and before any contractor's equipment is moved onto any part of the Building or area adjacent to the Building. At Landlord's option, Contractor will name Landlord, Landlord's Managing Agent and any other persons having an interest in the Building shall be named as additional insured as their interest may appear.

The following shall be named as Additional Insured on the certificate:

1. Memorial City Towers, Ltd.

The Certificate Holder shall be:

MetroNational Corporation
Attn: Property Management
820 Gessner, Suite 200
Houston, TX 77024

- C. Each company moving supplies, furniture and/or equipment through this building shall secure and present to the Management Office a certificate reflecting these coverage's, 24 hours before the move takes place.

8. All moves are to be made through the loading area. Deliveries will not be permitted through the lobby entrances on the first floor unless prior consent has been obtained from the Property Manager.
9. Employees of the moving company will not be permitted to access any part of the building other than the predetermined moving route.

BUILDING AMENITIES

BUILDING DIRECTORY

There is a touch-screen director of tenants in the first floor lobby of each building located by the security console. Addition/changes can be made through the building management office.

CONFERENCE ROOMS

Memorial City Plaza has two conference rooms free of charge for tenants to use upon availability. The conference rooms are located in 800 Gessner, Suite 245 & 820 Gessner, and Suite 280. Reservations are taken on a “first come, first serve” basis. All reservations can be made through the building management office.

DRY CLEANING

Dapper Dan Dry Cleaners is located in 820 Gessner, Suite 210. Please visit the suite for the hours of operation.

FEDEX OFFICE

A FedEx office is located in 800 Gessner, Suite 130. Please visit the suite for the hours of operation.

CAFE

Alonti's Café is located in 820 Gessner, Suite 295. Please visit the suite for the hours of operation.

COMMUNICATION PROVIDERS

Memorial City Plaza offers its tenants a variety of communications options. For your convenience, below we have listed contact information for the providers, and the buildings which they service.

AT&T - Telecommunications, Data and Internet services
(One, Two, & Three Memorial City Plaza)

Cogent Communications - Data and Internet services
Contact: John Hill - 713-499-4901
www.cogentco.com
(One, Two, & Three Memorial City Plaza)

Logix Communications - Telecommunications, Data and Internet services
Contact: Shawn McLoughlin – 713-865-8412
www.logixcom.com
(One, Two, & Three Memorial City Plaza)

Phonoscope – Data, Cable TV and Internet services
Contact: Fran Gahagan Will – 832-615-7754
or
Debby Pruitt – 832-615-7767
Phone: 832-615-7767
Email: dpruitt@phonoscope.com
www.phonoscope.com
(Three Memorial City Plaza)

Time Warner Telecom - Telecommunications, Data and Internet Services
Contact: Patti Jones - 713-341-4057
www.twtelecom.com
(One & Two Memorial City Plaza)

LOCAL AMENITIES

Memorial City Plaza offers its tenants a variety of local amenities surrounding the West Houston area. For your convenience, below we have listed contact information for restaurants, local shopping, hospital, hotel, shuttle service and other information that might be useful.

Memorial City Mall- Shopping & Food

Address: 303 Memorial City

Phone: 713-464-8640

Westin Hotel- Hotel & Resort

Address: 945 Gessner

Phone: 281-501-4300

Memorial Herman Memorial City- Hospital & Dr. Offices

Address: 915, 921, 925, & 929 Gessner

902, 909 & 920 Frostwood

Phone: 713-242-3000

Memorial City Shuttle-Shuttle Service

East Shuttle Phone: 281-850-2133

West Shuttle Phone: 281-850-1968

Healthcare Campus Phone: 281-850-8155

Mobile Car Wash

Phone: 832-229-0928

Located in the 820 Gessner Parking Garage

Denis Seafood- Seafood Restaurant

Address: 9777 Katy Freeway

Phone: 713-464-6900

Pappasito's Cantina-Mexican Restaurant

Address: 10409 Katy Freeway

Phone: 713-468-1913

Perry's Steakhouse & Grill- Fine Dining

Address- 9827 Katy Freeway

Phone: 281-481-5214

JANITORIAL SERVICES

Quality janitorial service is a very important aspect of Memorial City Plaza. Standard housekeeping services are provided each weekday (except holidays) and include dusting, emptying of wastebaskets, vacuuming of carpets, sweeping and mopping of hard surface floors, and cleaning and restocking of public restrooms. Tenant requests for above standard services should be made in writing to the Management Office. The night cleaning is done between 6:00 P.M. and 10:00 P.M. Monday through Friday.

Maids are instructed to remove only the trash inside of the trash containers. Please do not leave anything of value lying about that can be mistaken for trash. If newspapers or other items are piled on the floor, they will not be picked up by the janitorial staff unless marked "Basura" ("Trash") by the tenant. "Basura" stickers can be obtained from the Management Office.

Property Management will make frequent inspections of tenant areas to monitor the quality of janitorial service, and will meet regularly with the cleaning supervisors to assess performance and areas where improvement may be needed. We request that the Tenant Coordinator contact Property Management immediately with any comments or concerns regarding cleaning. Communication of this type will assist the Property Manager in providing the cleanest building possible for our tenants.

Day staff is employed to assist with any cleaning problems encountered during the day. Please contact the Management Office to request help with any day-cleaning need.

TENANT COORDINATORS

The primary objective of Memorial City Plaza Property Management is to provide our tenants with consistent, high-quality services and a comfortable working environment. Providing timely service to all tenants requires that we establish a well-organized system of communication. This communication can best be accomplished through the use of the Tenant Coordinator System.

Each tenant should designate an individual to be the Tenant Coordinator. Multi-floor tenants should designate two (2) coordinators.

All requests for services and complaints by individual tenant employees should be made directly to the Tenant Coordinator. The Tenant Coordinator will then forward these requests to Property Management. This method of communication will eliminate duplicate and conflicting calls to the Management Office and will allow us to handle tenant requests in the most efficient manner possible.

Property Management requests that the tenant provide each employee with the Tenant Coordinator's name and telephone number along with instructions to make all requests through the Tenant Coordinator.

AUTHORIZED OFFICIALS

To ensure that security procedures are carried out to the fullest intent, we request that the tenant submit a letter, on letterhead stationery, to the Management Office that contains the names of individuals designated as authorized officials for that company. These individuals will be the only persons permitted to sign for furniture, equipment, plants, etc., to be removed from the building after hours, as well as to request above-standard items or services billable to the tenant.

Lists of authorized officials will be kept on file in the Management Office and at the Security console. Periodic reviews will be made by Property Management to assure that the authorized officials are still employed by the firm; however, it is the responsibility of the tenant to notify Property Management, in writing, of any employees who should be added or deleted from this list.

These security procedures will help protect the tenants' property and the integrity of the tenant coordinator system.

EMERGENCY TENANT CONTACT

All tenants will be asked to designate individuals to be contacted in the event of an emergency. Ideally, these tenant contacts will be officers or administrators who are capable of making decisions in emergency situations.

Property Management requests that names of Emergency Tenant Contacts, along with business and after-hours telephone numbers, be submitted to the Management Office. This list will be updated periodically. Tenants are asked to notify Property Management when an Emergency Tenant Contact leaves the company and also to promptly designate a replacement.

IMPAK SOLUTIONS

For the convenience of our tenants, MetroNational has set up an online tenant service center. Tenants can submit service requests, review the progress and history of previous service requests, and view memos and notices from the property management office.

Tenants will designate specific employees to have access to Impak Solutions. Designated employees will create a username and password to log in.

To log in to Impak Solutions, please go to www.impaksolutions.com/metronationl.

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MAIL

For the convenience of Memorial City Plaza tenants, a United States Post Office drop box and mail distribution center is located on Level A of the parking garage. Each tenant will be issued a key to an assigned mailbox. Additional mailbox keys are \$8.00, plus tax and management fee.

Facilities for express mail are also provided on Level A of the parking garage.

Times for delivery, distribution and pick-up of mail are determined by the Postal Service. This information is posted in the Mail Room area. **The Post Office located 10505 Town & Country Way Houston, TX 77024 handles delivery and pickup of the mail for the project. If you have comments about the mail service please write, or call 1-800-275-8777.**

DELIVERY INFORMATION

OVERNIGHT DELIVERIES

As an additional convenience, in the service area on the ground level of the building, several vendors provide drop-boxes for overnight deliveries. The vendors determine pickup times.

DELIVERIES

To maintain a free-moving, well-organized delivery area, we request that no delivery be left on the loading dock.

Subject to approval of Property Management, no vehicle shall be left unattended in the loading dock for more than 30 minutes. No delivery vehicle is to be left in the loading-dock area overnight. Wheeled delivery apparatus (dollies) are not allowed on passenger elevators.

All large item deliveries must be conducted before/after hours.

Advance reservations must be made with the Management Office for tenant deliveries that will require the use of the freight elevator for more than one (1) load.

All regular deliveries to Memorial City Plaza will be made through the loading dock area, utilizing the service elevator. Use of the passenger elevators for equipment delivery is prohibited.

This policy enhances the security of the building and of its tenants.

BUILDING ACCESS CONTROL SYSTEMS

Memorial City Plaza is equipped with the following access control systems:

1. Card Access System

- a) In order to gain building access after-hours, you must use your authorized cardkey to trigger the card reader located outside of the building at the after-hours entry door. The door will automatically unlock and permit you to enter for up to ten (10) seconds. If the door remains open for a period in excess of fifteen (15) seconds, an alarm will be transmitted to Security.

After-hours exit from the main lobby is provided by means of motion detectors located at the swing-doors. Please do not allow others to enter the building as you exit.

- b) Your cardkey is also required to gain elevator access to authorized floors above and below the 1st floor lobby from 6:00PM until 7:00AM on weekdays, before 8:00AM and after 1:00PM on Saturdays, and all day on Sundays and holidays. Card readers are located inside each elevator cab above the floor button panel. To activate an elevator, your card will be placed in front of the reader until the red light turns green, then the button for the floor you are authorized to access can be pushed and activated. After the elevator travels to the requested floor, the access system will reset, requiring use of an access card again for entry to another floor. Access will be restricted to only your company's floor(s) as authorized by your employer.

An access card is not required to exit any floor. The elevators will automatically respond to a call, as normal, by pushing the call button on the floor.

Any trouble using your access card to operate the elevators is to be reported to security by using the intercom located in the elevator cab or by the building's ground floor entry card-reader. Upon verification of your authorization to gain access to a specific location, an officer will assist you.

- c) Each cardkey has an individual number. If your card is lost or stolen, please report it **immediately** to management so your old card can be voided and a new replacement card can be issued. A nominal fee, currently \$15.00 per card plus tax, will be charged for card replacement.

2. Stairwells

Two (2) stairwells are located on each floor, at opposite ends of the floor. Although the stairwells are intended primarily for emergency evacuation purposes, during normal business hours they may be used to travel between certain floors. After hours, however, stair doors will automatically lock from the stair side, prohibiting reentry back onto a floor from the stair except at the ground floor or with security assistance at a designated "Reentry Floor" located every fifth (5th) floor.

(Note: Some full-floor tenants have installed their own card readers at stairwell doors to their floors; in such cases, cardkeys programmed for these readers can be used to gain re-entry to these floors.)

3. **Security Console**

The security console, located in the main lobby of the building is stationed 24 hours per day, 7 days per week. The console is a control point for all building surveillance, alarm monitoring and communication equipment.

4. **Surveillance**

Cameras monitor ground floor freight lobbies and after-hours building entrances.

5. **Communication**

All elevators are also provided with two-way intercom systems.

SECURITY NOTICE

Property Management desires to maintain reasonable security for tenants of Memorial City Plaza. Due to the great numbers of people who continually enter the buildings, petty thievery and other incidents are possible.

Observance by all tenants of the following suggestions will be helpful and mutually beneficial.

1. Notify Property Management if suspicious persons are observed in corridors or washrooms. Please report solicitors as well.
2. When there is no one in the office, do not leave the door unlocked, even for a short time.
3. Handbags, coats and other articles of value should not be left unguarded in a reception area.
4. Valuable articles of personal property should not be left on desks or in unlocked drawers.
5. Keys should be collected from terminated employees leaving your company; management should be notified immediately of any personnel changes.
6. Make sure that corridor doors are closed and locked upon leaving your office. Do not rely exclusively upon cleaning or security personnel to secure your premises.
7. If you plan to have visitors in your office area other than during regular working hours, please leave written authority with the Property Manager.
8. Keep corridor doors closed at all times.

Please ensure that all employees observe these guidelines in order to maintain the privacy and security of Memorial City Plaza tenants.

We recommend that the above suggestions be copied and distributed to your employees periodically.

GRAPHICS

GRAPHICS

Property management will provide a wall plaque with building standard graphics to identify the tenant's suite. For any above standard graphics, the tenant shall submit a graphics package to the Property Manager for approval. Such approvals will be made in a timely manner and will be made in writing or by signing the approved graphics plans and specifications. For the protection of all tenants, no signs, posters, advertisements or notices shall be painted or affixed on any of the windows, doors or any other part of the building.

LOBBY DIRECTORY

An electronic touch screen directory is located in the lobby of the building. Requests for changes on the directory should be submitted, in writing, to the Property Management Office. A fee for changing the board will be billed to the tenant requesting such changes.

PARKING

Parking is provided in the garage connected to Memorial City Plaza.

Vertical clearance is only 6'5" in the garage; vehicles with high cabs or campers, as well as certain full-sized vans cannot be accommodated. Also, because of turning radius and parking space length limitations within the garages, trucks with crew-cabs, or extended cabs with long-beds are not easily accommodated.

The speed limit in the garages is 10 miles per hour.

Visitor parking is located on the ground level of the garage. Limited 30 minute visitor parking is available in the front lot of the building.

Handicap parking is located on all levels next to the garage elevators. The majority of handicap spaces are located on A level of the parking garage on the first row facing the buildings. You are required by law to have proper handicap identification to use these spaces.

Security staff monitors the visitor parking area on a regular basis to ensure spaces are available for visitors to Memorial City Plaza. Tenants are required to park in the garage. Level E has extra tenant parking
Tenants who park within visitor parking areas are subject to towing without further notice.

Tenants are required to register their vehicle with the management office. Please complete the "Vehicle Data" form for each vehicle in order to receive a parking tag. Parking tags are issued based on the number of parking spaces allocated in the lease. Please place your parking tag in a visible area of your vehicle.

SMOKING POLICY

Specific areas outside Memorial City Plaza are designated for smoking. Ashtrays are provided for your use. Under no circumstances are you to smoke in the elevators or the common areas of Memorial City Plaza. Memorial City Plaza has designated smoking areas throughout the parking garage for your convenience.

ELEVATOR SERVICE

(1) Service elevator is located in each building of Memorial City Plaza.

ELEVATOR EMERGENCIES

1. All elevators in the building and garage are equipped with intercoms linked to the Thyssen Krupp Emergency Line. These intercoms are answered 24 hours a day. The intercoms are located in a panel on the lower left front of the cab and are activated by pressing the Call button.
2. If the elevator malfunctions or stops, press and release the call button at the bottom of the intercom panel. Each elevator will have a number on the panel door. Tell the person responding to your call which elevator you are in and approximately which floor you are stopped on, or think you are on.
3. Elevator mechanics are on call, and they can respond within minutes to an emergency call from Security or the Management Office. The mechanic will either open the door and let you out or move the elevator safely down to ground level and let you out.
4. Please remain calm. The elevators are equipped with interlocking safety features so that no movement will occur either up or down once the car has malfunctioned.

EMERGENCY PROCEDURES

A separate Emergency Evacuation Plan detailing the procedures involved in the event of a fire or other emergency will be provided to the Tenant Coordinator. The tenant will designate Fire Wardens to manage the activities associated with a fire. Please thoroughly review this manual and contact the Property Manager should you have any questions.

These Emergency Procedures cover the following possible occurrences:

1. **Bomb Threats**
2. **Serious Accident/Illness**
3. **Hurricane Precautions**
4. **Power Failure**
5. **Civil Disturbance**

The Property Management staff and Security will coordinate all emergency procedures from the Fire Control Room or the Property Management Office pending arrival of City emergency personnel.

1. **Bomb Threat**

If you receive a bomb threat call, attempt to get as much information from the caller as possible (Where is the bomb? When is it set to explode? What type of bomb is it? Why did you place the bomb?). An FBI form for this purpose is available from the Management Office or from the FBI.

Call the Management Office (713-722-4800) and notify your tenant Fire Warden. Tenant's employees should be instructed to check all suite areas for anything of a suspicious nature.

If a bomb is found, Police Department officials, along with Property Management and Security, will direct an evacuation using fire evacuation procedures.

2. **Serious Accident/Illness**

Upon seeing a serious accident or illness, the tenant should:

- a. Call **911** for an ambulance. Be sure to give proper address, building and floor.
- b. Call the Management Office (713-722-4800); Security officers will be dispatched to give assistance and secure elevators for use by paramedics.
- c. Building personnel will remain with the emergency crew until their departure from the building.

3. **Hurricane Precautions**

If a hurricane should threaten Houston, the following measures should be made to protect employees, equipment and files:

- a. Remove loose papers and miscellaneous furnishings from desks and store away in drawers.
- b. Move furniture and plants away from glass curtain wall.
- c. Remove wall-mounted hangings (pictures, diplomas, awards, etc.) and store.
- d. Move equipment (especially solid state electronic devices such as computers, fax machines, copiers, clocks) to interior locations and/or cover with plastic. Trash bags can be made available from the management office.
- e. Avoid the lowest parking level of the garage.
- f. Unplug any unneeded electrical devices, especially those outlets along the glass curtain wall. Turn off water supplies at sinks, dishwashers, coffee makers, refrigerator, and private restrooms.
- g. Close all interior office doors upon leaving the office.

4. **Power Failure**

Memorial City Plaza is equipped with an emergency electric generator to supply emergency power to the building in the event of a primary failure. Sufficient emergency lighting will be available to permit a calm and orderly evacuation should it be necessary. Only one elevator in each bank will remain in service. An announcement will be made over the public address system directing actions to be taken.

5. **Civil Disturbance**

Although riots and civil disturbances are rare, there is still a need for a planned course of action. Should a disturbance start outside of the building, all entrances to the building will be secured by building personnel. The Houston Police Department will be notified.

Depending upon the specific atmosphere of the disturbance, a decision will be made by the Property Manager to notify the tenants in the building. Should a disturbance start in the main lobby of the building, all elevators will be turned off at the first floor until the manager arrives. Angry demonstrators, etc., cannot be given access to the upper floors of the building for any reason.

If a disturbance should occur in a tenant's office or premises, the Property Manager should be notified immediately. All assistance will be given to the tenant, however, the decision to call any Law Enforcement officials to the tenant's area will be the tenant's responsibility.

LIFE SAFETY SYSTEMS

Memorial City Plaza life safety systems are designed to operate as follows:

1. When activated, smoke detection and alarm systems on an affected floor will produce audible and visual alarms on the floor, which are monitored at the Security console, in the Engineering department and by an off-site monitoring contractor.
2. When an alarm is triggered, air-handling units in affected areas of the building will automatically shut down, preventing the spread of smoke through the building.
3. Elevator cabs in the affected rise will, depending upon the alarm situation, automatically return to either the first or second floor lobby.
4. Stairwell pressurization fans activate during certain alarm conditions as a protective measure to prevent fire or smoke from entering the stairwell.
5. Certain common areas, including lobbies on each floor, as well as all elevator cabs and stairwells, are equipped with intercom speakers by which emergency information and instructions may be transmitted. Also, two-way intercoms located in all elevator cabs and at least every fifth floor within each stairwell, enable direct communication with authorities in an emergency.
6. Upon alarm, all lobby level building exits automatically unlock.
7. Stairwells are always accessible from any floor, however, at certain times, re-entry back onto certain floors from within the stairwells may be prohibited as a security precaution. Upon alarm, however, all stairwell doors automatically unlock to provide re-entry onto any floor.
8. A fire extinguisher cabinet is located within the common-area corridor on each floor.
9. In the event of a power failure, the building's emergency power generator will provide a reduced level of "emergency" lighting and elevator service. Also, in such event, all building entry and stairwell electronic "auto-lock" doors will unlock.

These systems are installed and maintained in compliance with applicable codes and ordinances.

EMERGENCY EVACUATION SUMMARY

I. FIRE WARDEN

Each tenant should select a minimum of two (2) employees to act as Fire Wardens. These Wardens should be able to direct other employees during an evacuation. The Warden should read all safety materials supplied and must attend high-rise fire safety meetings. Wardens are necessary to comply with the City of Houston Fire Code.

II. PARTIAL EVACUATION

If Property Management makes an evacuation decision, affected tenants of the building will be given notice via the public address system. Evacuation will proceed via the stairwells.

Following the evacuation, the tenant will be instructed to remain in the temporary refuge area(s) until notified of further action by Property Management.

Area Fire Wardens will provide supervision to allow an orderly and safe evacuation. All areas of the floor must be checked to ensure that all persons are evacuated. Upon completion of the evacuation, the Fire Command Station will be notified accordingly.

III. TOTAL EVACUATION

When Property Management decides to evacuate all tenants, the Fire Command Station staff will notify the occupants and the stairwells will be utilized in this process.

Tenant Fire Wardens will be instructed by the Fire Command Station and will assist in this effort by maintaining an orderly and safe flow of traffic. The Wardens will check all areas of each floor to ensure that all employees have safely evacuated, and then will proceed to evacuate themselves.

Elevators will be used for evacuation only by direct orders from the Houston Fire Department.

Please refer to the Emergency Evacuation Plan for detailed procedures.

BUILDING RULES & REGULATIONS

1. Landlord will provide and maintain a directory for all tenants of the Building. No signs, advertisements or notices visible to the general public shall be permitted within the Building or the Complex generally unless first approved in writing by Landlord.
2. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenants or used by any tenant for any purpose other than ingress or egress to and from its premises and for going from one to another part of the Building.
3. Corridor doors, when not in use, shall be kept close.
4. Trucks are not allowed to idle in the 820 Gessner loading dock area. Shredding trucks are allowed to load in the 820 Gessner loading dock area but must move the truck to the 840 Gessner loading dock area to shred.
5. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Such tenant shall pay damage resulting to any such fixtures or appliances from misuse by a tenant.
6. Landlord shall provide all locks for doors into each tenant's premises, and no tenant shall place any additional lock or locks on any door in its premises without Landlord's prior written consent. Landlord shall furnish two keys for each lock on the doors in each tenant's premises. Additional keys shall be made available to each tenant at such tenant's cost (\$3.00). Tenants shall not have any duplicate keys made except by Landlord.
7. Electric current shall not be used for cooking or heating without Landlord's prior written permission.
8. Tenants will refer all contractors, contractors' representatives and installation technicians who are to perform any work within the Building to Landlord for Landlord's supervision, approval and control before the performance of any such work. This provision shall apply to all work performed in the Building including, but not limited to, installations of telephones, telegraph equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building.
9. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt of tenants of any heavy equipment, bulky material or merchandise which requires use of elevators or stairways, or movement through the Building entrances or lobbies shall be restricted to such hours as Landlord shall designate. All such movement shall be in a manner to be agreed between the tenant and Landlord in advance. All such movement shall be in a manner to be agreed between the tenant and Landlord in advance. The Tenant shall initiate such pre-arrangement. The time, method, and routing of movement and limitations for safety or other concern which may prohibit any article, equipment or other item from being brought into the Building shall be subject to Landlord's discretion and control. Although Landlord or its personnel may participate in or assist in the supervision of such movement, each tenant assumes final responsibility for all risks as to damages to articles moved and injury to persons or public engaged in such movement, including equipment, property and personnel of Landlord or others if damaged or injured as a result of acts in connection with carrying out this service for such tenant from time of entering property to completion of work. Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from, any act in connection with such services performed for a tenant.

10. The location, weight and supporting devices for any safes and other heavy equipment shall in all cases be approved by Landlord prior to initial installation relocation.
11. No portion of any tenant's premises shall at any time be used for cooking, sleeping or lodging quarters. No birds, animals or pets of any type, with the exception of guide dogs accompanying visually handicapped persons, shall be brought into or kept in, on or about the Building or any tenant's premises.
12. Tenants shall not make or permit any loud or improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with them.
13. Each tenant shall endeavor to keep its premises neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways, nor shall tenants place any trash receptacles in these areas.
14. Tenants shall not employ any person for the purpose of cleaning other than the authorized cleaning and maintenance personnel for the Building unless otherwise approved in writing by Landlord.
15. To insure orderly operation of the Building, Landlord reserves the right to approve all concessionaires, vending machine operators or other distributors of cold drinks, coffee, food or other concessions, water, towels or newspapers.
16. Landlord shall not be responsible to the tenants, their agents, employees, contractors or invitees for any loss of money, jewelry or other personal property from their respective premises or public areas or the Building or Complex generally or for any damage to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not.
17. Tenants shall exercise reasonable precautions in the protection of their personal property from loss or damage by keeping doors to the unattended areas locked. Tenants shall also report any thefts or losses to the Building Manager and security personnel as soon as reasonably possible after discovery and shall also notify the Building Manager and security personnel of the presence of any persons whose conduct is suspicious or causes a disturbance.
18. Tenants, their employees, guests, contractors and invitees may be called upon to show suitable identification and sign a building register when entering or leaving the Building at times other than normal Building operating hours, and all tenants shall cooperate fully with Building security personnel in complying with such requirements.
19. Tenants shall not solicit from or circulate advertising material among other tenants of the Building except through the regular use of the U.S. Postal Service. Tenants shall notify the Building Manager or the Building security personnel promptly if it comes to their attention that any unauthorized persons are soliciting from or causing annoyance to tenants, their employees, guests, or invitees.

20. Landlord reserves the right to deny entrance to the Building or remove any person or persons from the Building in any case where the conduct of such person involves a hazard or nuisance to any tenant of the Building or to the public or in the event of fire or other emergency, riot, civil commotion or similar disturbance involving risk to the Building, tenants or the general public.
21. No weapon shall be brought into or kept in, on, or about the Complex, the Building, or any tenant's premises. For purposes of these Rules and Regulations, weapon shall mean any firearm, club, knife, explosive device, chemical dispensing device (other than a small chemical dispenser sold commercially for personal protection) and all other items or instruments specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. This prohibition shall apply even if the holder is licensed to carry such weapon, but shall not apply to duly licensed peace officers and federal agents or security personnel at the Complex with the permission of Landlord. Landlord reserves the right to deny entrance to the Building or to remove from the Building or the Complex any person or persons who are in violation of this Rule.
22. The use of candles, open flames and open flame devices, including without limitation the burning of incense, are strictly forbidden inside the Building with the exception of approved non-refillable heating devices used by a tenant's caterers to temporarily warm food. The supervised use of such food warming devices must be compliant with all codes, laws, rules and regulations of governmental agencies and authorities.
23. The use of portable heaters is strictly forbidden inside any Building. A tenant shall not use any heating devices within its premises, and shall rely exclusively on the Building HVAC system serving its premises to heat its premises.
24. Natural cut trees including decorative Christmas trees are strictly forbidden inside Building.
25. Decorative lighting shall be UL listed and installed to manufacturer's specifications. The use of extension cords with decorative lighting is strictly forbidden. Each tenant shall be responsible for ensuring that all decorative lighting is turned off and/or disconnected before vacating its premises each day.
26. Landlord reserves the right to rescind or amend any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time be necessary or appropriate for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees, and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

TENANT ALTERATIONS

Tenants in an office building will from time to time request permission to make alterations (or other physical improvements) to their demised premises. Because such tenant changes generally add to the building's appearance, Memorial City Plaza is most anxious to cooperate with the tenant and Memorial City Plaza has created certain rules to regulate such work in our building. **Building Rules and Regulations for Tenant Alterations** (see below) lists the items required of the tenant. For the protection of the tenant as well as the property, these rules will be followed.

Similarly, requirements for contractors, trades and other service companies performing construction work on Memorial City Plaza property have been established. Please review **Insurance Requirements for Tenant Alterations** (see page 34) for a description of those requirements.

BUILDING RULES AND REGULATIONS FOR TENANT ALTERATIONS

1) GENERAL

- a) Tenant will make no alterations, decorations, installations, repairs, additions, improvements or replacements that change or alter the structural integrity or square footage in, to, or about the premises without Property Management's prior written consent, and then only by contractors or mechanics approved by Property Management.
- b) Tenant shall, prior to the commencement of any work, submit for management's written approval, a complete plan of the demised premises, or of the floor on which the tenant change is to occur. Drawings are to be complete with full details and specifications for all of the work.
- c) The proposed tenant changes must comply with the Codes and Ordinances of the City of Houston and rules and regulations of other agencies having jurisdiction.
- d) No work shall be permitted to commence before Property Management is furnished with copies of any permits required by any jurisdictional agencies.
- e) Any construction work that may inconvenience other tenants or disturb building operations must be scheduled and performed before or after normal working hours and the Property Manager shall be provided with at least 24 hours notice prior to proceeding with such work.
- f) All inquiries, submissions, approvals and all other matters shall be processed through Property Management.

2) PRIOR TO COMMENCEMENT OF WORK

- a) Tenant shall submit to the Property Manager a request to perform the work. The request shall include the following enclosures:
 - i) A list of contractors or subcontractors tenant wishes to have bid on the work. Tenant's preferred contractors and subcontractors are subject to approval of Property management. A list of approved contractors and required subcontractors may be obtained from Property Management.
 - ii) Two complete sets of plans and specifications properly stamped by a registered architect or professional engineer.
 - iii) Insurance Certificates for approved Contractors and Subcontractors' conforming to the Insurance Requirement information enclosed herewith.
- b) Property Management will return the following to the tenant:
 - i) Letter approving plans or comments for correction of plans (such approval or comments shall not constitute a waiver of City of Houston approval or approval of other jurisdictional agencies).
 - ii) Signed application forms, providing proper submissions have been made.
 - iii) Covering transmittal or letter.

- c) Prior to commencement of construction, Tenant shall obtain all required permits from jurisdictional agencies. Tenant shall submit copies of all approved plans and permits to Landlord and shall post the original permit on the premises prior to the commencement of any work. All work performed by a contractor or subcontractor shall be subject to supervision and inspection by Landlord's representative. Such supervision and inspection shall be at tenant's sole expense.

3) **REQUIREMENTS AND PROCEDURES**

- a) All structural and floor loading requirements shall be subject to the prior approval of building's structural engineer. Tenant shall obtain approval and any fees shall be at tenant's sole expense.
- b) All mechanical (HVAC, plumbing and sprinkler) and electrical requirements shall be subject to the approval of Property Management's mechanical and electrical engineers. When necessary, the Property Manager will require engineering and shop drawings, which drawings must be approved by the Property Manager before work is started. Drawings are to be prepared by tenant and all approvals shall be obtained by tenant. All fees shall be at tenant's sole expense.
- c) Property Management's representative at tenant's expense shall supervise all demolition.
- d) The tenants shall make prior arrangements for elevator use with the Property Manager. No material or equipment shall be carried under or on top of elevators. If the Property Manager deems an elevator technician is required, tenant at tenant's expense shall pay for such service.
- e) If a shutdown of risers and mains for electrical, HVAC, sprinkler and plumbing work is required, the Property Manager's representative at tenant's sole expense shall supervise such work.
- f) General Contractor is responsible to:
 - i) Submit copies of Contractor and Subcontractor Rules and Regulations to all subcontractors. All subcontractors shall acknowledge receipt thereof by signing the Rules and Regulations, whereupon the General Contractor shall provide copies of such to Property Management for its files.
 - ii) Properly supervise construction on premises at all times.
 - iii) Police job at all times, continually keeping space orderly.
 - iv) Maintain cleanliness and protection of all areas, including elevator and lobbies.
 - v) Protect front and top of all peripheral units and thoroughly clean them at completion of work.
 - vi) Block off supply and return grills, diffusers and ducts to keep dust from entering into the building air system.

- vii) Prevent the disturbance of other tenants. If it is necessary to “bag” any smoke detector to avoid nuisance alarms, Property Management shall be advised in advance. Immediately after completion of the relevant work, the bags shall be removed from the detectors and Property Management shall be so advised.
- viii) If the general contractor is negligent in any of its responsibilities, the tenant shall be charged for any corrective work necessary.
- ix) All equipment and installation must be equal to standards of the building. Any deviation from building standards must be permitted only if indicated or specified on the plans and specifications and approved by Property Management.
- x) A properly executed air balancing report signed by a professional engineer shall be submitted to the Property Manager upon the completion of all HVAC work.
- xi) Upon completion of the work, tenant shall submit to the Management Office properly executed forms or other documents indicating total compliance and sign-off by appropriate jurisdictional agencies
- xii) Tenant shall submit to the Property Management Office a final "as-built" set of drawings showing all items of work in full detail.
- xiii) Additional and differing provisions in the lease, if any, will be applicable and will take precedence.

INSURANCE REQUIREMENTS FOR TENANT ALTERATIONS

I. Insurance Provided by Contractor

- (A) Tenant and all Service Providers shall, at each party's own expense, maintain insurance as set forth below. Tenant shall maintain the insurance at all times during the Term (and prior to the Term with respect to activities of Tenant under this Lease at the Complex), and each Service Provider shall maintain the insurance at all times when the Service Provider performs work in or delivers to the Complex:
1. Commercial general liability insurance written must be written on the most current form of ISO CG 00 01 (occurrence basis) or its equivalent, have limits not less than \$1,000,000 each occurrence and \$3,000,000 general aggregate per location for bodily injury and property damage, have a deductible no greater than \$25,000 and contain broad form contractual liability coverage;
 2. Workers' compensation insurance, including at least \$100,000/500,000/100,000 Employers Liability Insurance;
 3. For Tenant only, commercial property insurance (the most current version of ISO causes of loss - special form commercial property insurance form) with a deductible no greater than \$25,000 for each loss, including coverage for (A) Tenant Improvements; (B) all other improvements, betterments, alterations, and additions (except for Building Standard Improvements) to the Premises; and (C) all office furniture, trade fixtures, office equipment, merchandise, and all other items of Tenant's property in, on, at, or about the Premises and the Complex, including property installed by, for, or at the expense of Tenant. Tenant's Property Insurance must also include an agreed amount endorsement (i.e., with coinsurance waived) for not less than 100% of the full replacement cost of the covered items and property;
 4. Business automobile insurance for claims arising out of ownership, maintenance, or use of owned, non-owned, and hired motor vehicles at, upon, or away from the Complex. The minimum limits must be \$1,000,000 each occurrence; and
 5. Excess/umbrella liability insurance, applying on at least a "following form" (or primary) basis, in excess of commercial general liability, employers liability, and (for Service Providers only) business automobile liability, with a minimum limit of \$3,000,000 each occurrence and aggregate, where applicable;
- (B) All insurance policies must be written by insurance companies with a current Best's Financial Strength Rating of A- or better and a Best's Financial Size Category of Class IX or better and be admitted to do business in the State of Texas. Tenant's policies must be endorsed to be primary to all insurance available to Landlord, with Landlord's insurance being excess, secondary, and non-contributing. Landlord and Property Manager must be named as additional insureds without restriction based on the sole or contributory negligence of any additional insured under all of the liability policies. All deductibles shall be at Tenant's or the Service Providers' sole risk and shall be paid by, assumed by and for the account of that party. Tenant and each Service Provider shall obtain an endorsement from each insurance company agreeing to notify Landlord in writing at least 15 days prior to cancellation, non-renewal, or material reduction of the coverage. Each policy must be endorsed to waive any rights of subrogation against Landlord, Property Manager, and their respective officers, directors, employees, agents, partners, and assigns.

- (C) Tenant and each Service Provider that is a moving company or will be performing construction or related services for Tenant shall deliver to Landlord, c/o the Property Manager, 1300 Post Oak Blvd., Suite 500, Houston, Texas 77056, Attention: Fred K. Whitty, duly executed certificates of insurance (ACORD Form 28, as to property policies and ACORD Form 25 as to liability policies) and additional insured endorsements reasonably satisfactory to Landlord (on ISO Form C6 20 11 01 96 or its equivalent, without modification) prior to entering any part of the Complex and annually thereafter (or with respect to Service Providers, for so long as the Service Provider performs work in the Complex) no later than 30 days prior to the expiration date of any policy.

The following shall be named as Additional Insured's with respect to the Liability Policies:

1. Memorial City Towers, Ltd.

The Certificate Holder shall be:

MetroNational Corp.
820 Gessner, Suite 200
Houston, TX 77024

Each contractor and subcontractor participating in Tenant's Work shall guarantee that their work will be free from any and all defects in workmanship and materials for the period of time, which customarily applies, in good contracting practice, but in no event for less than one (1) year after the acceptance of the work by tenant and Landlord. The aforesaid guarantees of each such contractor and subcontractor shall include the obligation to repair or replace in a thoroughly first-class and workmanlike manner, and without any additional charge, all defects in workmanship and materials. All warranties or guarantees as to materials or workmanship on or with respect to tenant's work, shall be contained in the contracts and subcontracts for performance of tenant's work and shall be written so that they shall inure to the benefit of Landlord and tenant as their respective interests may appear. Such warranties and guarantees shall be so written that either can directly enforce them and tenant shall give to Landlord any assignment or other assurance necessary to effectuate the same.