

**EXHIBIT B-2**  
**DESIGN PROFESSIONALS ADDENDUM**  
**GENERAL TERMS AND CONDITIONS**

*[To be revised/honed after RFQ process. The revised version should be attached to the PWO as 'Exhibit B-2']*

1. RELATIONSHIP OF THE PARTIES Design Professional accepts a relationship of trust and confidence with Constructor under the MSA (and any applicable PWO), and will cooperate and exercise its best skill and judgment in furthering the interests of Constructor. Design Professional represents that it possesses the skill, expertise, and licensing to perform the Services. As used herein, "**Services**," including any Additional Services, defined below, refers to the professional services performed by Design Professional and its sub-consultants, if any, under the MSA and as specified in any applicable PWO. The Parties agree to collaborate and otherwise work together on the basis of mutual trust, good faith, and fair dealing—and to take actions reasonably necessary to enable each other to best perform this Agreement in a timely, efficient, and economical manner. The Parties shall endeavor to promote harmony and cooperation among all Project participants.

2. STANDARD OF CARE Design Professional shall furnish or provide to Constructor the Services necessary to design the Project in accordance with Constructor's requirements. Relevant data defining the Project with greater specificity may be included in the applicable PWO, e.g., in an exhibit attached to or incorporated therein. Constructor may also request Additional Services, as set forth herein. In all cases, the Services shall be performed in a good and workmanlike manner and otherwise in accordance with the standard of professional skill and care required for a Project of similar size, location, scope, and complexity, during the time in which the Services are provided.

**3 CONTRACTING PROCESS:**  
**GENERAL RESPONSIBILITIES**

3.1 GENERAL PROCESS OF CONTRACTING After the NDA and MSA are signed by the parties, Design Professional shall conduct a preliminary evaluation based upon **Constructor's RFQ** (and/or other/similar document(s) provided with the RFQ). Design Professional will then confirm its understanding of the Project requirements with Constructor and, as needed, will collaborate with Constructor to clarify, correct, refine and otherwise modify the scope of its Services for the subject Project. Once this collaborative process is complete, **Design Professional shall issue its Quote**. However, Design Professional shall not proceed with the development of successive design documents or other work product unless it receives a formal **PWO from**

**Constructor.** Design Professional's Quote may be attached to Constructor's PWO as an exhibit, or simply incorporated in Constructor's PWO.

3.2 COLLABORATIVE PROCESS As part of the collaborative process described, above—i.e., after Design Professional receives Contractor's RFQ, but prior to Design Professional's Quote or the Constructor's PWO, Design Professional shall promptly redline/revise without additional compensation: **(a)** documents provided with Constructor's RFQ, if any, that have not been previously approved by Constructor and to which Constructor has reasonable objections; **(b)** documents provided with Constructor's RFQ, if any, as presenting constructability challenges; and **(c)** documents provided with Constructor's RFQ and identified by Design Professional, if any, as needing revision—including, but not limited to: clarifications, assumptions, and allowances on which a guaranteed maximum price for Services might be based. To the extent Design Professional's design document(s)/work product, approved by Constructor, deviate from the original requirements of Constructor's RFQ, the approved design document(s)/work product shall, of course, govern. Specifically, once the parties agree on the scope of Services to be included in Design Professional's Quote, Constructor may then issue a PWO incorporating said scope of Services.

3.3 ACCESS TO WORKSITE As needed, prior to Constructor issuing a PWO, Design Professional shall have reasonable access to the Worksite during regular business hours, or other times as agreed upon by the parties.

3.4 PERMITTING AND OTHER FILINGS If Constructor issues a PWO, Design Professional shall assist Constructor with filing required documents with governmental authorities/quasi-governmental authorities having jurisdiction over the Project, including filing documents required to obtain permits necessary for construction of the Project. Permit fees are reimbursable to the Design Professional as a pass-through cost. With approval of the application for permit.

3.5 LIMITED LIABILITY Design Professional shall not be responsible for the acts or omissions of Constructor, of Constructor's subcontractors or trade contractors, or their respective agents or employees, or any other party who is not under the direct control or authority of Design Professional, to the extent such acts or omissions do not directly arise

from or relate to Design Professional's scope of services, as detailed in any PWO.

#### **4 DESIGN PROFESSIONAL'S SERVICES**

4.1 GENERALLY Design Professional's Services shall consist of any Services resulting from the processes outlined in Sections 3.1 and 3.2, above. Contemporaneous with Design Professional's Quote, however, Design Professional shall further identify in a separate writing: **(a)** the specific design disciplines to be included in Design Professional's Services, including any Services to be provided in association with a sub-consultant of Design Professional; **(b)** Services that are required to comply with any elected green measures and green status, if any; **(c)** professional services to be part of the Project design which must necessarily be furnished at a later date—i.e., by Constructor, Constructor's subcontractors, trade subcontractors, or others; and **(e)** any foreseeable and recommended Additional Services that Design Professional may provide, as outlined below.

4.2 BUDGETS As applicable, Design Professional shall promptly review and make recommendations to Constructor about the budgets for the Project. Such information shall be promptly reviewed by Constructor, who shall then issue: **(a)** a written approval; **(b)** a written approval, as modified; or **(c)** a written rejection. If approved (or if an agreement is reached as to the circumstances under sub-part (b) and (c), above), then Design Professional shall provide its Services in conformance with such budgets.

4.3 PROJECT SCHEDULES As applicable or at the request of Constructor, Design Professional shall promptly review and make written recommendations to Constructor regarding the information needed to facilitate the preparation of initial and subsequent project schedules, including, especially, Design Professional's own logical predecessor and successor activities relating to the Services. Such information shall be promptly reviewed by Constructor, who shall then issue: **(a)** a written approval; **(b)** a written approval, as modified; or **(c)** a written rejection—with an outline regarding the general bases for its rejection. Design Professional shall then promptly take such action as Contractor may require based on Constructor's decision.

4.4 SCHEMATIC DESIGN DOCUMENTS As applicable, Design Professional shall prepare, for Constructor's review and approval, schematic design documents consisting of specifications, drawings, and other documents—outlined, below—that illustrate **(a)** the Project's general elements and scale, including elements and scale in relation to the Worksite. Schematic design documents shall include, as applicable: **(b)** conceptual plans of the Worksite and structures; **(c)** preliminary sections and elevations; approximate

areas, volumes and dimensions; and **(d)** preliminary selections of materials, equipment, and systems. When Design Professional submits the schematic design documents, Design Professional shall identify, in writing, for Constructor's review and approval, all material changes and deviations that have taken place from Design Professional's first-approved preliminary estimate of costs of construction, project schedules, and any other documents resulting from Design Professional's Services thus far. Documents must be transmitted in electronic format—customary in the construction industry and, if possible, also in PDF. Such documents may be provided to necessary Project participants, per the terms of this MSA and its exhibits.

4.5 DESIGN DEVELOPMENT DOCUMENTS As applicable, based on the approved schematic design documents and any updated estimates relating to costs of construction, project schedule, and any other document resulting from Design Professional's services. Design Professional shall further prepare, for Constructor's review, design development documents. Design development documents are documents that **(a)** further define the Project, including specifications and drawings that fix and describe the Project size, character, site relationships, and other appropriate elements—describing, for example, structural, architectural, mechanical, and electrical systems. Design development documents shall further include, as applicable, **(b)** elevations; performance criteria; sizing of major components/equipment; performance capacities; and approximate layouts—including, but not necessarily limited to required spaces, clearances, materials selections, and quality specifications, and other customary details. When Design Professional submits its design development documents, Design Professional shall identify in writing for Constructor's review, all material changes and deviations that have taken place from the schematic design documents, and the previously approved estimates of construction costs and project schedules. Documents must be transmitted in an electronic format customary in the construction industry and, if possible, also in PDF. Such documents may be provided to necessary Project participants, per the terms of this MSA and its exhibits.

4.6 CONSTRUCTION DOCUMENTS As applicable, based on the approved Design Development Documents and updates, as set forth in § 4.5, above, Design Professional shall prepare, for Constructor's review, necessary construction documents. The construction documents shall describe all Work necessary to bid and to construct the Project. To the extent approvals by governmental or quasi-governmental authorities are necessary, local or otherwise, Design Professional shall collaborate with Constructor to secure such approvals. When Design Professional and Constructor agree as to the construction documents, with necessary approvals having been obtained, Design Professional shall

then identify in writing, for Constructor's review, all material changes and deviations that have taken place from the design development documents and the previously approved estimates of construction costs and project schedules. Documents must be transmitted in an electronic format customary in the construction industry and, if possible, also in PDF. Such documents may be provided to necessary Project participants, per the terms of this MSA and its exhibits.

**4.7 DESIGN COORDINATION** As applicable, Design Professional shall coordinate its Services and the professional services of other design professionals for the Project, if any, including others retained by Constructor—such as others licensed or otherwise qualified in other states where Design Professional may not be so licensed or otherwise qualified. Constructor shall communicate the identity and contact information of such design professionals or others as early as practicable to enable Design Professional to review and to promptly take necessary action to enable the Work to proceed without unnecessary delay.

**4.8 LONG-LEAD-TIME ITEMS** As applicable, Design Professional shall assist Constructor to prepare or evaluate a schedule for the procurement of any long-lead-time items required to meet the project schedule.

**4.9 CONSTRUCTION PHASE SERVICES** As applicable, the construction phase will commence upon the date provided by Constructor, or as the parties otherwise agree in writing. If requested by Constructor, Design Professional shall **(a)** assist Constructor to review the schedule of values submitted by trade contractors or subcontractors; **(b)** to prepare design documents in connection with change orders; and **(c)** to respond to requests for information by trade contractors or subcontractors. Design Professional shall furnish, upon request of Constructor, interpretations and clarifications of the specifications and drawings, by means of additional addenda, drawings, or as otherwise necessary for the proper execution and progress of the Work. All such interpretations and clarifications shall be consistent with the intent of the Project Documents and reasonably inferable therefrom. When such services are reduced to writing, the same shall be transmitted in an electronic format customary in the construction industry and, if possible, also in PDF. Such documents may be provided to necessary Project participants, per the terms of this MSA and its exhibits.

**4.10 SUBMITTALS** As applicable, Design Professional shall collaborate with Constructor to establish and implement procedures for expediting the processing and approval of submittals, shop drawings, and samples. Design Professional shall review the trade contractors 'or subcontractors' submittals and make approvals of or recommendations about such submittals to Constructor within ten (10) Days of receiving the submittals. Design Professional shall

check the trade contractors 'or subcontractor's submittals for conformance with the design and scope of the Project and for compliance with the construction documents. Design Professional shall be entitled to rely on the accuracy and completeness of any professional certifications required by the construction documents of trade contractors or subcontractors concerning the performance criteria of systems, equipment, or materials, including all calculations relating thereto and any governing performance requirements. Design Professional's review of submittals shall not extend to the trade subcontractors' or subcontractors respective means, methods, techniques, sequences, or procedures—unless such means, methods, techniques, sequences, or procedures were/have been specified by Design Professional.

**4.11 OTHER BASIC SERVICES WORK** Upon request of Constructor, Design Professional shall assist Constructor to evaluate and process requests for changes in the Work.

**4.12 QUALIFICATIONS, FORMAT, AND RELIANCE** All Services, including Additional Services, shall be furnished by licensed design professionals, who shall affix their respective signatures and seals on all plans, specifications, drawings, calculations, submittals, or other similar document, as applicable. All documents generated by Design Professional relating to the Services (or Additional Services) shall be in an electronic format customary in the construction industry and, if possible, also in PDF. Such documents may be provided to necessary Project participants, per the terms of this MSA and its exhibits. Constructor shall be entitled to rely upon the adequacy, accuracy, and completeness of such Services, including Additional Services.

**4.13 WORKSITE VISITS** As requested by Constructor, Design Professional shall visit the Worksite at appropriate intervals, pursuant to such schedule as the parties may establish, so as to become generally familiar with the quality of the Work and to determine, in general, if the Work is proceeding in accordance with the construction documents. After each Worksite visit, Design Professional shall promptly provide Constructor with a written report. If Design Professional becomes aware of any defects or deficiencies in the Work, Design Professional shall provide prompt notice, followed by written confirmation, to Constructor. If, in Design Professional's opinion, special testing or inspection of the Work is needed, Design Professional shall recommend to Constructor such testing, inspection procedures, and appropriate consultants. However, Design Professional shall not be responsible for construction means, methods, techniques, sequences, and procedures, unless they are specified by Design Professional, or for ensuring that the Work is in accordance with the construction documents.

4.14 SAFETY Design Professional shall not be responsible for the trade contractors' or subcontractors' safety precautions and programs. However, if Design Professional has actual knowledge of safety violations, Design Professional shall give prompt written notice to Constructor. While at the Project Worksite, Design Professional shall comply with all applicable safety programs.

4.15 APPLICATIONS FOR PAYMENT Upon request of Constructor, Design Professional shall assist in processing the trade contractors' or subcontractors' respective applications for payment.

4.16 MEETINGS Design Professional shall participate in regular meetings with Constructor, upon reasonable request, during regular business hours.

4.17 INSPECTIONS Upon request, Design Professional shall assist Constructor and to conduct a reasonable number of inspections, necessary to determine the date (or dates) of each trade contractor's or each subcontractors' Substantial Completion of the Work, or a designated portion thereof. Such assistance shall include compiling a list of items to be completed or corrected so that the Work, or a designated portion thereof, may be utilized for its intended use or so that any subsequent trade contractor or subcontractor may commence its Subcontract Work. Design Professional shall assist Constructor and to conduct a reasonable number of inspections to determine trade contractor's or subcontractor's Final Completion of the Work.

4.18 [Purposefully omitted]

4.19 If requested by Constructor, Design Professional shall make up to two (2) visits to the Worksite during each trade contractor's or subcontractor's correction period to assist Constructor in evaluating the need for any corrective measures.

4.20 HAZARDOUS MATERIAL Hazardous Materials are not anticipated. However, if a Hazardous Material is discovered at the Worksite, Design Professional shall not be required to perform Services relating to or in the area of the Hazardous Material without written agreement.

## **5 ADDITIONAL SERVICES**

**5.1** The following Services shall be provided by Design Professional and paid for as Additional Services if they are authorized in advance and in writing by Constructor. Such Additional Services are not included in the Services, as set forth above: **(a)** investigation of sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of

the Project; **(b)** consultations, negotiations, and documentation supporting the procurement of Project financing; **(c)** assistance with the preparation of planning surveys and Constructor's RFQ for other subcontractors; **(d)** surveys, site evaluations, legal descriptions, and aerial photographs; **(e)** soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project; **(f)** document reproduction exceeding the limits provided for herein; **(g)** preparing measured drawings of existing conditions; **(h)** artistic renderings, models, and mockups of the Project or any part of the Project; **(i)** inventories of existing construction materials and equipment which might be under consideration for incorporation into the Project; **(j)** other than as already required herein, making revisions to the Schematic Designs, Design Development, and/or Construction Documents after they have been approved by Constructor, and which are due to causes beyond the control of Design Professional; **(k)** design, coordination, management, expediting, and other Services supporting the procurement of materials and/or equipment to be obtained or work to be performed by Constructor. (The same might touch or concern data transmission/telephone towers, wireless systems and applications, fiber systems and applications, network systems and applications, security systems and applications, and other specialty systems and applications which are not otherwise contemplated by the applicable PWO; **(l)** estimates, proposals, appraisals, consultations, negotiations, and Services in connection with the repair or replacement of an insured loss; **(m)** obtaining service contractors and training maintenance personnel or assisting and consulting in the use of systems and equipment after the initial startup; **(n)** services for tenant or rental spaces which are not otherwise required by this Agreement; **(o)** serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project in which Design Professional is not a party; **(p)** preparing reproducible record drawings from marked-up prints, drawings, or other documents that incorporate significant changes made during the Construction Phase; **(q)** worksite visits in excess of the number of visits otherwise agreed upon; **(r)** attending meetings in excess of those otherwise agreed upon; **(s)** consultations and representations before governmental authorities or others having jurisdiction over the Project, other than normal assistance in securing building permits; **(t)** out-of-town travel by Design Professional in connection with the Services, except between Design Professional's office, Constructor's office, and the Worksite; **(u)** furnishing services related to the suspension of Work; **(v)** services requested by Constructor which are not included in the Basic Services required by this Agreement and that are not normally part of generally accepted design and construction practice; and **(w)** other additional services as agreed to by the Parties and identified in an attached exhibit or modification to this Agreement.

**5.2 QUALIFICATIONS BROAD TO EVERY ROLE** Design Professional warrants and represents that Design Professional and its sub-consultants, if any, are duly licensed, qualified, registered, and otherwise authorized by law to perform the Services (including Additional Services).

## **6 PERSONS ASSOCIATED WITH DESIGN PROFESSIONAL**

**6.1 SUB-CONSULTANTS** Design Professional shall not engage the Services of any sub-consultant without first obtaining Constructor's written approval, which approval shall not be unreasonably withheld. Such approval shall not be deemed to create any contractual relationship between Constructor and any such sub-consultant. However, Constructor shall be considered the intended third-party beneficiary of the performance of said party's Services. Further, except for the waivers required in the MSA (or PWO), Design Professional shall not include any limits of liability in its agreements with any sub-consultants without the prior written approval of Constructor. Design Professional shall bind its sub-consultants in the same manner as Design Professional is bound to Constructor.

**6.2 DESIGN PROFESSIONAL'S REPRESENTATIVE** Design Professional's shall designate, in writing, its representative who shall possess full authority to receive and act on instructions from Constructor. If Design Professional changes its representative or said representative's authority, then Design Professional shall immediately notify Constructor in writing. There may be more than one representative, but all designations shall be clear and unequivocal.

**6.3 KEY PROJECT PERSONNEL** Distinguishable from its Representative, key Project personnel to whom Design Professional shall assign—and the time percentage that each shall devote—to Design Professional's Services shall be set forth in a formal exhibit, whether part of Design Professional's Quote or otherwise. Such personnel shall not be changed without the written approval of Constructor, which approval shall not be unreasonably withheld.

## **COMPENSATION AND PAYMENT**

**7.1** Design Professional's fee and rates for Services (including any Additional Services) are set forth PWO. Design Professional shall submit to Constructor for review monthly applications for payment for its Services (including any Additional Services), along with its reimbursable expenses, which must be approved in advance, if any, with customary and reasonable supporting detail. Constructor shall pay approved amounts no later than thirty (30) Days after Design Professional has submitted its applications for payment. If Constructor's payment to Design Professional is based

upon Design Professional's actual cost, then Design Professional shall maintain all supporting financial information in accordance with generally accepted accounting principles. Said records shall be made available to Constructor on a mutually convenient date/time of the parties.

**7.2 LIEN FREE PROJECT** Constructor is entitled to a lien-free (or bond-claim free) project. As a condition precedent to Constructor's payments to Design Professional, Design Professional shall execute waivers/releases of mechanic's liens/bond claims, as provided by Law; or, if the form of such waivers/releases is not provided by Law, the forms set forth in Section 53.284 of the Texas Property Code may suffice. (Said forms are available [here](#) or [here](#).) Upon receipt of payment from Constructor, Design Professional shall promptly make payment to its sub-consultants. To the extent Design Professional has made application for payment that includes all or a portion of the Services/Additional Services performed by sub-consultant, payments made to Design Professional to that extent shall be considered construction trust funds, as set forth in [Section 162.001, et seq.](#) of the Texas Property Code; and, to the extent there is a bona fide payment dispute between Design Professional and its sub-consultant, Design Professional shall inform Constructor of the same, in writing. In turn, Constructor may, in its sole discretion, reasonably forbear from what would otherwise be a breach of contract by Design Professional for failure to pay one or more sub-consultants, which forbearance shall allow Design Professional to resolve the same with its sub-consultant. However, if the dispute is not resolved within a reasonable time, Design Professional shall indemnify the Project from any and all mechanic's liens/bond claims through the applicable indemnity bond provisions—e.g., as provided under Chapter 53 of the Texas Property Code, Subchapter H, *Bond, to Indemnify Against Lien* (§§ 53.171 to 53.176). In the event that the Texas Property Code is inapplicable due to the Law of another applicable jurisdiction—and there is other/equivalent Law that would apply to the statutes cited in this § 7.2—then such Law shall apply. However, to the extent such other/equivalent Law does not provide the same processes and remedies set forth in the Texas Property Code, as cited herein, then such provisions of the Texas Property Code, as cited herein, shall be contractually applicable. If such other Law addresses only some of the processes and remedies, the processes and remedies provided in the Texas Property Code may supplement the same. The parties are encouraged to discuss, as early as practicable, all bona fide payment dispute(s) contemplated herein. Notwithstanding any such bona fide payment dispute(s), Design Professional shall continue to perform its Services (including Additional Services), as agreed. Further nothing herein is intended to alter or otherwise impact the provisions addressing (a) Constructor's withholding of retainage/reserved funds (§ 7.3, below); or (b) or Constructor's rights as to fund-trapping (§ 7.4, below).

**7.3 RETAINAGE/RESERVED FUNDS** During the progress of Services (including Additional Services), and for 30 days after the Project is finally completed, Constructor may reserve ten percent (10%) of payments otherwise due to Design Professional. Upon completion of such work, Design Professional's acceptance of final payment shall constitute a waiver of all claims by Design Professional for compensation for its Services.

**7.4 CONSTRUCTOR'S FUND-TRAPPING UPON RECEIPT OF NOTICE OF LIEN/BOND CLAIM** If Constructor receives a notice of unpaid claims by one or more sub-consultants of Design Professional who claims to be owed money, Constructor may withhold payments/funds otherwise due to the Design Professional—i.e., in the amount necessary to pay the claim for which the Constructor receives notice. The withholding may be in addition to the retainage/reserved funds, contemplated in § 7.3, above. Constructor may withhold such payments immediately on receipt of the notice. Similarly, if one or more sub-consultants of Design Professional sends a notice of claim for unpaid retainage/reserved funds contemplated in § 7.3, above, Constructor may withhold funds immediately upon its receipt of a copy of the sub-consultant's notice or affidavit, if prepared in accordance with Law—e.g., Tex. Prop. Code Ann. §§ 53.052 to 53.055. Unless the claim is otherwise settled, discharged, indemnified against, or determined to be invalid by a final judgment of a court, Constructor shall retain the funds withheld until the statutory time for filing an affidavit of mechanic's lien or bond claim has passed, or if a lien affidavit/bond claim has been filed, until the lien/bond claim has been satisfied or released.

**7.5 FINAL PAYMENT – AFFIDAVIT OF BILLS PAID** Prior to final payment, Design Professional shall furnish evidence satisfactory to Constructor that there are no mechanic's lien/bond claims (or other obligations) that exist or may come into existence relating to the Services (including Additional Services). At a minimum, Design Professional shall furnish an affidavit stating that all bills have been paid. See, e.g., [Tex. Prop. Code § 53.085](#). In the event that there are bills that have not been paid, Design Professional must disclose the amount of each unpaid bill and the name of the person to whom payment is owed. The affidavit may include the waivers/releases contemplated in § 7.2, above; or such waivers/releases may be in a separate document. In either event, the affidavit of bills paid shall include a contractual obligation of Design Professional to indemnify Constructor for any loss or expense resulting from any false or incorrect information in the affidavit. The person signing the affidavit, as well as Design Professional, will be liable for any false or incorrect information provided in said affidavit.

**7.6 Should there be any mechanic's lien claim, bond claim, or other obligation—whether during time periods of progress payments or final payment—arising from Design Professional's Services, and the same is not resolved within a reasonable time and, as such, Constructor is required to defend the Project, Design Professional shall reimburse Constructor for all costs and expenses—including attorneys' fees, expert fees, and court costs incurred by Constructor in satisfying, discharging, or defending against any such lien/bond claim, or other obligation, provided Constructor is making payments or has made timely payments to Design Professional unless required and otherwise authorized by law under fund-trapping provisions, e.g., as found in Ch. 53 of the Texas Property Code.**

**7.7 WITHHOLDING PAYMENT IN THE EVENT OF BREACH** Should Design Professional or its sub-consultants cause damage to the Project, or fail to perform or otherwise be in default, Constructor shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect Constructor from any loss that may result. Payment of the amount withheld will be made when the grounds for the withholding have been removed.

**7.8 LATE PAYMENT** Unless otherwise overridden or displaced by Law, payments due but unpaid on the part of Constructor shall bear interest from the date payment is due at the rate of six percent (6%) simple interest, or half a percent (.5%) monthly.

## **INSURANCE**

Design Professional shall procure and maintain the insurance coverages and policy limits as set forth in Article 3 of the MSA, including, [\*\*“Exhibit C,”\*\*](#) incorporated herein.

## **TERMINATION**

**8.1 TERMINATION BY EITHER PARTY** Should either Party be in material breach of this Agreement, the other Party may give written notice to the breaching Party that it intends to terminate this Agreement for default absent appropriate corrective action upon seven (7) Days from receipt. Upon such time and absent appropriate corrective action, the non-breaching party may terminate this Agreement in writing.

**8.2 TERMINATION BY CONSTRUCTOR FOR CONVENIENCE** Upon seven (7) Days 'written notice, Constructor may, without cause, terminate this Agreement with Design Professional. If this Agreement is terminated pursuant to this section, Design Professional may recover from Constructor **(a)** payment for Services performed to the date of termination, in accordance with this Agreement; and

**(b)** cost or expense in connection with the Services rendered and accepted, including those resulting from the termination, but not including lost profits on unperformed Services.

[END OF DOCUMENT]