

OWNER/CONTRACTOR AGREEMENT

HKT MANAGEMENT, CORP.

1818 E. PIONEER PKWY, SUITE 100, ARLINGTON, TX 76010

OWNER:

HKT MANAGEMENT, CORP.
1818 E. PIONEER PKWY, SUITE 100
ARLINGTON, TX 76010
PHONE: 817-800-3463
FAX: 817-303-6867
EMAIL: davidtnl@yahoo.com and/or benthanhplaza@gmail.com

CONTRACTOR:

BRICE CONSTRUCTION
100 N. TRAVIS ST.
SHERMAN, TX 75090
PHONE: 214-578-2322
EMAIL: EGONZALES@BRICECO.ORG

* * * * *

This Contract Agreement (herein called "Agreement") is made and entered into as of this **14TH day of J U L Y, 2025**, by and between Owner and Contractor to perform part of the Work on the following Project:

Project: New Building
2220 New York Ave. Arlington, TX 76010

ARTICLE SCOPE OF WORK (see attachment)

1.01. Contract Work. Contractor shall furnish all labor, materials, fuel, equipment, tools, machinery, and supplies; perform all work; obtain all necessary permits; pay all state sales taxes, state and federal unemployment taxes, and all other taxes and fees associated with the Contract labor or materials; provide all required construction layout and surveying; and do all things necessary to complete the Project, together with all appurtenant and related work in strict compliance with the Contract Documents described in provision 1.02. below. Such work shall be herein called "Contract Work".

1.02. Contract Documents.

(a) The Contract Documents shall include all documents reflecting this agreement, the plans, and specifications. The plans shall include the Architectural Drawings, including any structural engineering drawings, mechanical, electrical and plumbing drawings, foundation and roof drawings.

(b) Contractor acknowledges that he has read the Contract Documents and is familiar with each and every part thereof affecting his Contract Work together with all related drawings, plans, and specifications, and all general conditions and special conditions incidental thereto. Contractor by examination has satisfied himself as to the nature and location of the Work; the character, quantity, and kinds of materials necessary; the kinds and quantity of equipment needed; and other local conditions or matters affecting compliance with the Contract Documents.

(c) Any questions arising with respect to interpretation of the Contract Documents, or any related drawings, plans, or specifications shall be submitted to the Owner, and the Contractor shall follow the directions of the Owner or the Owner's representative, as conveyed by the Owner, with respect to such matters. The Contractor agrees that the Owner's interpretation of all matters and requirements

relating to the project or the Contract Documents shall be final, as long as such interpretation and/or decision are not in conflict with the terms of the Contract Documents.

(d) The Contractor represents to the Owner that the Contractor is knowledgeable and familiar with all statutes, codes, ordinances, rules and regulations applicable to the contract Work. The Contractor further agrees that the Contractor will not proceed with any Contract Work that is in violation or variance with any such statute, code, ordinance, rule or regulation, and will promptly notify the Contractor in writing of any such violation or variance before commencing with the Contract Work.

(e) All correspondence and communication for the Owner, including invoicing and payment, shall be through the Owner only.

(f) Contractor must provide all up-to-date documents to get City's approval. Owner has consulting advisor to help contacting the City. Contractor has 2 weeks to design and submit to the city. Any comments from the city must be answered within 3 days to avoid delay.

(g) Team meeting must be done every 2 weeks to verify progress of work and/or update speed of completion.

ARTICLE II PERFORMANCE, PROSECUTION OF WORK, DAMAGES FOR DELAY

2.01. Independent Contractor.

Contractor agrees that he is an Independent Contractor under this Agreement. The Contractor is exclusively and solely responsible for, and has control over, all construction means, methods, techniques, sequences, procedures, supervision, and coordination of all portions of the Contract Work, including all construction means, methods, techniques, sequences, procedures, supervision and/or coordination of the Contract Work related to the safety of the Contractor's employees or any other persons working in the area of the Contract Work.

2.02 Storage of Materials. Equipment and materials are not to be stored at the job site unless agreed to in writing by the Owner. The Owner shall examine all equipment and materials furnished by others or by the Owner for compliance with the Contract Documents, and thereupon unload and properly store all such equipment and materials to prevent damage or loss. The Owner may deduct from payments due to the Contractor all costs for damage

or loss resulting from the Contractor's improperly stored materials.

2.03 Surface and Subsurface Conditions.

The Contractor shall inspect surface and/or subsurface conditions affecting the Contract Work to assure the Work will be properly installed in accordance with the Contract Documents. If any remedial work is required to the surface or subsurface, Contractor shall immediately notify the Owner in writing. IF CONTRACTOR PERFORMS WORK WITHOUT PROVIDING NOTICE THAT SUCH REMEDIAL WORK IS REQUIRED, CONTRACTOR ACCEPTS ALL SURFACE AND SUBSURFACE CONDITIONS AND WAIVES ANY CLAIMS FOR EXTRA COMPENSATION TO REPAIR OR REMEDY SUCH CONDITIONS OR FOR REPLACEMENT OF THE WORK RESULTING IN DEFECTS FROM THE SURFACE OF SUBSURFACE.

2.04 Protection of Work. Contractor shall take necessary precautions to properly protect the Contract Work. The Contractor shall promptly repair any damage to the Contract Work, and if the Contractor fails to promptly repair such damage, the Owner may deduct the costs for such repairs from payments due to the Contractor.

2.05 Inspection of Work. The Contractor shall provide sufficient, safe and proper facilities at all times for the performance of the Contract work and the inspection of the Contract Work by the Owner or his authorized representative. Work not meeting the specifications or intent of the drawings shall be removed or rebuilt and retested to conform to specifications and drawings at Contractor's expense.

2.06 Clean-up. Contractor shall keep the building and premises clean at all times of debris arising out of the work performed under this Agreement. If the Contractor shall fail to remove construction debris as instructed by the Owner, the Owner may proceed to perform such duties and may deduct all such costs from payments due to Contractor.

ARTICLE III TIME, SCHEDULES AND DELAYS

3.01 Time. Time is of the essence to this Agreement. Contractor shall begin Work as soon as instructed by the Owner and shall prosecute the Contract Work promptly, efficiently and in a manner that will not cause delay in the progress of Owner's

work or other work performed on the Project by other contractors. **ALL CONTRACT WORK TO BE PERFORMED IN 185 CALENDAR DAYS.**

3.02. Performance Reports. Contractor shall furnish periodic progress reports of Contract Work as may be required by Owner; and shall attend periodic conferences at the job site to discuss progress.

3.03. Damages for Delay. Owner and Contractor agree that the Owner's damages from Contractor's delay in completion of the Contract Work would be difficult to accurately compute. The Owner and Contractor agree that the amount of \$500.00 per calendar day shall be deducted from any sums due to Contractor as liquidated damages, not as a penalty, for each day that Contractor fails to complete the Contract Work and that this amount of liquidated damages is a reasonable estimate of Owner's probable damages for such delay.

3.04. Time Extensions. OWNER SHALL NOT BE LIABLE TO CONTRACTOR FOR DELAYS, HINDRANCES OR INTERRUPTIONS TO THE CONTRACT WORK CAUSED BY REASON OF FIRE OR OTHER CASUALTY, OR ON ACCOUNT OF RIOTS OR STRIKES, OR ON ACCOUNT OF ANY ACTS OF GOD, OR ANY OTHER CAUSES BEYOND THE OWNER'S CONTROL. Should Contractor be delayed in his Work by Owner, then Contractor's sole and exclusive remedy against Owner shall be an extension of time for completion equal to the delay caused, and then only if written claim for delay is made to Owner within five (5) days from the time of the beginning of the delay, and CONTRACTOR WAIVES AND RELEASES OWNER FROM ALL CLAIMS AND CAUSES OF ACTION AGAINST OWNER FOR DAMAGES ARISING OUT OF DELAYS, HINDRANCES, OR INTERRUPTIONS CAUSED BY OWNER, EXCEPT THE TIME EXTENSION AS SPECIFICALLY PROVIDED HEREIN.

ARTICLE IV PRICE, PAYMENTS

4.01. Contract Price. Owner agrees to pay to Contractor the sum of **one million two hundred thousand dollars (\$1,200,000.00)** for performance of the Contract Work hereunder, subject to adjustments for changes pursuant to Article V, Changes.

If contractor completes the project within 6 months' time frame, Owner will pay extra \$150,000.00 bonus. (Contractor not held liable for delays caused by owner selected Structural Steel subcontractor.)

4.02. Monthly Progress Payments.

(a) Contractor shall submit to the Owner monthly applications for payment on the dates specified by the Owner. Payments are made on the Owner's valuations of Work performed by the Contractor, considering the schedule submitted by the Contractor and approved by Owner for values of the various parts of the Work, aggregating the total sum of the Contract. In applying for payment, the Contractor shall submit a statement based upon this schedule. Application for payment made on account of materials not incorporated in the Work, but delivered and suitably stored at the site, shall include evidence of payment from suppliers and shall be in accordance with the terms and conditions of the Contract Documents. Applications for payment submitted by the 10th and 25th day of each month and will be funded within 14 days from submission date. Any revisions to the pay app must be requested within 5 days after receiving pay app. After 5 days, the Pay App is considered approved. No Applications for Payment will be processed, and no payments will be made unless Contractor has submitted a sworn statement certifying the name of all Contractor's unpaid materialmen and Contractor. Owner may pre-pay any payment without waiving any of Owner's rights under this Agreement. Applications for payment shall be accompanied by completed lien waivers and/or bills paid affidavit forms as may be required by Owner.

(b) Retainage of ten percent (10%) of the sums due hereunder shall be withheld until completion and acceptance of all Work to be performed under this Agreement.

(c) In the event the Owner believes any of the conditions listed below warrant such action, the Owner may withhold from any payments due, sums deemed necessary to protect the Owner from any losses on account of: (i) Defective Work not remedied; (ii) Failure of the Contractor to pay bills for labor and/or materials furnished in connection with the Contract Work; (iii) Inability of Contractor to complete the Contract Work for the unpaid Contract balance; (iv) Failure of the Contractor to diligently prosecute the Contract Work such that damages for delay are likely; (v) Damages to another contractor; or (vi) Breach by the Contractor of any provision or obligation of another Contract agreement with Owner which provides a basis for offset to payments due Contractor under this agreement.

(d) The Contractor agrees that any joint check payments to the Contractor and any of Contractor's materialmen or Contractor shall constitute payment for the full amount of such joint check to the Contractor under this Agreement.

(e) In the event the Owner receives notice of a lien claim or bond claim by any of Contractor's materialmen, Contractors or laborers, Owner may, at Owner's option, directly pay such claimant. Any such direct payment to a claimant and any expenses in processing such claim, and payment shall be deducted from the Contract Price, and from any payments due to Contractor.

(f) If the Owner fails to make payments to the Contractor as herein provided for any cause not the fault of the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, stop work without prejudice to any other remedies he may have.

4.03. Final Payment. Owner's obligation to make final payment to Contractor is specifically contingent upon the following conditions, which are conditions precedent to final payment: (a) Submittal by the Contractor of an affidavit that all payrolls, bills for material and equipment, and other indebtedness connected with the Contractor's work, have been paid or otherwise satisfied; (b) submittal by the Contractor of lien waivers, or bond claim waivers on bonded projects, indicating that all of the Contractor's materialmen, laborers, and subcontractors have been fully paid and are waiving all statutory lien rights and releasing all bond claims; (c) consent of Surety to final payment, if required; (d) approval by the Owner of the Contractor's work; or (e) expiration of the statutory period in which a laborer, materialman or Contractor of the Owner must provide notice of a claim to the Owner to statutorily perfect a valid lien or bond claim. CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF ALL CLAIMS BY THE CONTRACTOR RELATING TO THE CONTRACT WORK BUT SHALL IN NO WAY RELIEVE THE CONTRACTOR OF LIABILITY OR OBLIGATIONS FOR REPLACING FAULTY OR DEFECTIVE WORK APPEARING AFTER FINAL PAYMENT.

ARTICLE V CHANGES

5.01. Changes. The Contractor may be ordered by the Owner, without invalidating this Contract, to make changes in the Contract Work within the general scope of this Contract consisting of additions, deletions or other revisions to the Contract Work. Contractor, prior to the commencement of such changed or revised work, shall promptly submit to the Owner on Owner's form, any claim for adjustment to the Contract Price or Performance Schedule because of such changed or revised work. All Change Orders, Modifications, Claims for Adjustments, and Notices contemplated in this Article V shall be in writing.

5.02. Notice Required. CONTRACTOR SHALL NOT BE ENTITLED TO ANY EXTRA COMPENSATION OR ADDITIONAL PERFORMANCE TIME FOR ANY CHANGED, REVISED, OR EXTRA WORK UNLESS THE CONTRACTOR HAS GIVEN THE OWNER WRITTEN NOTICE OF A CLAIM FOR EXTRA COMPENSATION WITHIN FIVE (5) DAYS FROM THE BEGINNING OF THE EVENT FOR WHICH CLAIM IS MADE; OTHERWISE, SUCH CLAIMS FOR EXTRA COMPENSATION SHALL BE DEEMED WAIVED. Contractor shall not perform any changed, revised, or extra work unless prior to the performance of such work, either: (i) the Owner and Contractor enter into a modification changing the Contract Price and/or Schedules; or (ii) the Owner, after receiving the Contractor's claim, provides the Contractor notice to proceed with the changed, revised, or extra work absent such modification.

5.03. Proceeding with Work. If Owner and Contractor do not agree upon either (i) whether or not the Contractor's written notice requesting extra compensation constitutes changed work or additional work beyond the original scope of Work, or (ii) the reasonable amount of extra compensation due for the changed or extra work, then Contractor shall proceed with the work in accordance with the instructions of the Owner. In such event, the Contractor shall maintain and present to the Owner, in such form as the Owner may prescribe, an itemized accounting of costs, together with appropriate supporting data, for all extra labor, materials, and equipment expended at the project site by the Contractor for the changed or additional work. For changed or additional work beyond the scope of the original Contract Work, the Contractor shall be entitled to recover, subject to the requirements for notice, all labor, material, and equipment costs expended at the project site for the changed or additional work, minus the costs for any deleted work, plus a sum of fifteen percent (15%) as

an aggregate amount for Contractor's overhead and profit. In the event that Contractor's costs include first and second tier Contractor, the aggregate sum of Contractor's overhead and profit, together with all its subcontractors' overhead and profit, shall not exceed twenty percent (20%) in addition to the costs for labor, materials, and equipment expended at the project site by Contractor and all its subcontractors.

ARTICLE VI INSURANCE AND INDEMNITY

6.01 Insurance.

(a) PRIOR TO STARTING THE CONTRACT WORK the Contractor shall procure and maintain in force (i) statutory workers' compensation insurance for all Contractor's employees and/or workmen at the Project site, employers liability insurance with **\$500,000.00 coverage**, (ii) commercial general liability insurance, (iii) business automobile liability insurance, (iv) umbrella insurance, and (v) such other insurance to the extent required for the contract Work. The Contractor's commercial general and, automobile liability insurance shall be primary and non-contributory. The Contractor's commercial general liability policy and the umbrella policy shall contain an endorsement listing the Owner and Contractor as additional insured (endorsement CG 20 10 10 01 and CG 20 37 10 01, such that coverage is provided to the additional insured parties for completed operations); shall have a per project aggregate endorsement; and shall be written for not less than limits of liability as follows:

- (i) Commercial General Liability.**
\$1,000,000.00 Each occurrence
\$2,000,000.00 General Aggregate Project
\$2,000,000.00 Products/Completed Operations Aggregate
\$1,000,000.00 Personal and Advertising Injury
- (ii) Business Automobile Liability.**
\$1,000,000.00 Combined Single Limit
- (iii) Umbrella Liability Policy**
\$3,000,000.00 Each Occurrence
\$3,000,000.00 General Aggregate
\$3,000,000.00 Products/Completed Operations Aggregate
- (iv) Performance bond amount of 1,200,000.00**

(b) The commercial general liability policy shall contain a contractual liability endorsement and a products/completed operations endorsement. The umbrella insurance shall be excess over and no less

broad than all coverages described in this paragraph 6.01. The Contractor shall maintain the coverage listed above including the additional insured coverage and the completed operations coverage, for a period of four (4) years after completion of the Project. Contractor's insurance coverage shall **not** include any of the following endorsements, excluding or limiting coverage:

- (i)** Contractual Liability Limitation, CG 21 39;
- (ii)** Amendment of Insured Contract Definition, CG 24 26;
- (iii)** Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43;
- (iv)** Limitation of Coverage to Designated Premises or Project, CG 21 44 07 98;
- (v)** Exclusion-Damage to Work Performed by Subcontractors on Your Behalf, CG 22 94 or CG 22 95;
- (v)** Any type of Construction Defect Completed Operations exclusion; and/or
- (vi)** Any type of Punitive, Exemplary or Multiplied Damages exclusion.

(c) The Workers' Compensation Policy shall contain a waiver of subrogation endorsement in favor of Contractor and its employees. Contractor shall execute a joint agreement to be filed with the Workers' Compensation Commission stating the Contractor is an independent contractor.

(d) Prior to starting the Contract Work, the Contractor shall deliver to Owner two original Certificates of Insurance, meeting statutory requirements, which evidences the coverages and the endorsements required herein and which states that the coverages afforded under the policies will not be canceled or terminated unless at least 30 days written notice is given to the Contractor. A separate certificate of insurance will be provided for each such Work Order. If Contractor subcontracts any portion of the Contract Work, Contractor shall deliver to Owner for each of Contractor's subcontractors or employee leasing companies, an original Certificate of Insurance which evidences the same coverages and endorsements for workers' compensation insurance as required herein. All insurance companies providing coverage to Contractor pursuant to the requirements of this Agreement shall have a minimum Best's Rating of A and a Financial Size Category listing of no lower than VII, both as provided by A.M. Best Company, Inc. Upon request from Owner, Contractor shall deliver a copy of all policies of insurance required herein.

(e) Contractor shall be solely responsible for insuring Contractor's equipment against physical loss or damage of any kind.

(f) CONTRACTOR WAIVES ANY CLAIM AGAINST OWNER OR THEIR EMPLOYEES AND OFFICERS, FOR ANY AND ALL LOSSES, INJURIES, DAMAGES OR EXPENSES WHICH ARE COVERED BY POLICIES OF INSURANCE, EXCEPT SUCH RIGHTS AS CONTRACTOR MAY HAVE TO THE PROCEEDS OF SUCH INSURANCE.

6.02. INDEMNIFICATION.

(a) **ONLY TO THE EXTENT AND UNDER THE CONDITIONS ALLOWED UNDER TEXAS LAW, THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, AND ITS OFFICERS, REPRESENTATIVES AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES (INCLUDING ALL ARBITRATION OR LITIGATION EXPENSES), AND/OR ATTORNEYS' FEES ARISING OUT OF OR RELATING TO OR CONNECTED WITH THE PERFORMANCE, OR FAILURE IN PERFORMANCE, OF THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, EVEN IF ANY SUCH CLAIM, DAMAGE, LOSS, EXPENSE, AND/OR ATTORNEYS' FEES IS CAUSED IN WHOLE OR IN PART BY A NEGLIGENT ACT OR OMISSION BY AN INDEMNIFIED PARTY. THE EXPRESSED INTENTION OF THE PARTIES IS THAT THE CONTRACTOR'S INDEMNITY HEREIN WILL INDEMNIFY AND PROTECT THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, BUT ONLY TO THE EXTENT AND UNDER THE CONDITIONS ALLOWED UNDER TEXAS LAW.**

(b) In any and all claims against any of the Indemnified Parties by an employee of the Contractor, or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Paragraph 6.02 shall not be limited in any way by any limitation or bar under the Workers' Compensation Act, or other employee benefit acts.

ARTICLE VII BONDS AND WARRANTIES

7.01. Performance and Payment Bonds.

If required by the Contract, a Performance Bond and a Labor and Material Payment Bond in a form satisfactory to the Owner **shall be furnished in the full amount of this Agreement which is 1,200,000.00**, and the Owner shall bear all costs therefor pursuant to a Change Order signed by the Owner. This obligation to furnish bonds shall continue throughout the term of this Agreement and may be required at any time during the performance of the Contract Work. These bonds will be furnished by an insurance company on the list of Acceptable Sureties by the Department of Treasury within the limits stated thereon.

7.02 Conformance with Contract Documents.

Documents. The Contractor warrants to the Owner that all Contract Work shall be free from any and all defects due to faulty workmanship and/or materials and shall comply with the requirements of the Contract Documents. The Contractor shall promptly remove, replace, correct and/or repair any portion of the Contract Work that the Owner determines is defective or is not in compliance with the Contract Documents. The Contractor further agrees to execute any special guarantees as provided by the terms of the Contract Documents prior to final payment.

7.03 Payment of Laborers and Materialmen.

Materialmen. Contractor further warrants that all laborers, materialmen and subcontractors providing labor, equipment, or materials for the Contract Work will be paid such that neither the Owner nor the Owner's property will be subject to any claims, liens, or encumbrances.

ARTICLE VIII TERMINATION

8.01. Partial Completion by Owner.

Should the Contractor fail at any time to supply a sufficient number of properly skilled workmen and sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Contract Work with promptness and diligence, or fail to promptly correct defective work or fail in the performance of any of the agreements herein contained, the Owner may, at its option without notice, provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due

or thereafter to become due to the Contractor under this Agreement.

8.02. Termination. If the Contractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Contract Work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of the Owner, or fail in performance of any of the covenants herein contained, or be unable to meet his debts as they mature, the Owner may, at his option, at any time terminate the Contract by delivering written notice of termination to the Contractor. Thereafter, the Owner may take possession of the project and Work, materials, tools and appliances of the Contractor at the building site, and through itself or others provide labor, equipment and materials to prosecute Contractor's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Contractor's failure to perform, from any money then due or thereafter to become due to the Contractor under this Agreement.

8.03. Termination for Convenience. The Owner may, at its option, at any time, terminate the whole or any part of this Agreement for the convenience of the Owner. Contractor agrees that upon any such termination, the Contractor's sole remedy shall be payment of full value for all work properly performed, plus reasonable profit thereon, less all payments Contractor has previously received on account of such work performed. The value of all such work shall not exceed the Contractor's cost of labor, materials and equipment plus fifteen percent (15%) for profit and overhead. Contractor agrees to waive all claims for damages, including lost or anticipated profits, arising from or related to any such termination by Owner.

8.04. Payments after Termination. If the Owner terminates this Agreement pursuant to 8.02 above, the Contractor shall not be entitled to any further payments under this Agreement until the Contract Work has been completed and accepted by the Owner.

ARTICLE IX CLAIMS

9.01 Dispute Resolution. Except as provided herein, all claims, disputes and controversies arising out of or relating to this Agreement, including claims for extra work or changed conditions to or related to the Contract Work, shall be decided pursuant to Texas law by a State District or County Court in Tarrant County, Texas. BOTH OWNER AND CONTRACTOR AGREE TO WAIVE TRIAL BY JURY. If the forum for, or procedure for resolution of, a dispute or controversy between Owner and Contractor is contested by either party, the issue shall be submitted to a court of competent jurisdiction in Tarrant County, Texas, and all other proceedings shall be stayed until the determination by the Court.

9.02 Continued Performance Pending Dispute Resolution. Contractor shall carry on the Contract Work and maintain Contractor's progress during any litigation proceedings.

9.03 Statute of Repose. Owner and Contractor agree that for purposes of this Agreement the statute of repose shall commence to run thirty (30) days after the final completion of the entire Project.

ARTICLE X ADDITIONAL OBLIGATIONS OF PARTIES

10.01. Additional Obligations of Contractor. In addition to the other engagements of the Contractor hereunder, Contractor hereby agrees that Contractor shall:

(a) Not discriminate against any employee or applicant for employment because of race, creed, color, age or national origin;

(b) Not assign the Contract or any amounts due or to become due hereunder without the written consent of the Owner; nor subcontract the whole of this Agreement without the written consent of the Owner;

(c) Promptly submit shop drawings and samples to the Owner no longer than two weeks after the date of this Agreement, in order to carry on the Contract Work efficiently and at a speed that will not cause delay in the progress of the work; Contractor shall resubmit within three (3) working days any shop drawings or submittals returned for correction.

(d) Comply with all federal, state, and local laws and ordinances relating to the building or structures and comply and give adequate notices relating to the Work to the proper authorities, and

secure and pay for all necessary licenses or permits to carry on the Work as described in the Contract Documents applicable to this Agreement.

(e) Comply with federal, state and local laws, and ordinances relating to reporting and payment of federal and state payroll taxes on wages, including but not limited to, Federal Income Tax withholding provisions of the Internal Revenue Code, Federal Insurance Contribution Act (FICA) payments, and Federal Unemployment Tax Act (FUTA) payments, and applicable state

unemployment tax payments; and

(f) Comply with all federal, state and local laws, including, but not limited to, the statutes and the regulations promulgated pursuant to the statutes related to Texas Worker's Compensation Act; Consolidated Omnibus Budget Reconciliation Act (COBRA); Immigration Reform and Control Act of 1986; Consumer Credit Protection Act, Title 3, Title 7 of the 1964 Civil Rights Act; Age Discrimination Employment Act (ADA); Employees Retirement Income Security Act (ERISA); Occupational Safety and Health Act of 1970 (OSHA), and the Construction Safety Act of 1969, and the Clean Water Act, with all regulations promulgated by the Environmental Protection Agency including Storm Water Pollution Prevention Plan requirements. The Contractor shall defend and be responsible for all citations, fines and penalties and shall indemnify and hold Owner harmless from any and all loss sustained by reason of any such failure to so comply; and as an independent contractor, Contractor shall be exclusively responsible for compliance with these regulations and laws for the safety of all Contractor's employees.

(g) Maintain a qualified person approved by Owner on the job at all times.

10.02. Additional Obligations of Owner. In addition to the other engagements of the Owner hereunder, Owner hereby agrees that Owner will not issue or give any instructions, orders or directions directly to employees or workmen of the Contractor other than the persons designated as the Authorized Representative(s) of the Contractor.

ARTICLE XI MISCELLANEOUS

11.01. Notices. All notices required to be given under this Agreement shall be deemed

CONTRACT AGREEMENT

delivered when deposited in the United States mail, first class postage prepaid, addressed to the recipient at:

Owner:

HKT MANAGEMENT, CORP.
1818 E. PIONEER PKWY, SUITE 100
ARLINGTON, TX 76010
(817) 800-3463
davidtnl@yahoo.com
benthanhplaza@gmail.com

Contractor:

BRICE CONSTRUCTION
100 N. TRAVIS ST.
SHERMAN, TX 75090
PHONE: 214-578-2322

Email: EGONZALES@BRICECO.ORG

Entire Agreement. This Agreement contains the entire agreement of the parties. Contractor agrees and acknowledges that no representations or warranties of any kind have been made by Owner or its employees other than those expressed herein. All prior agreements respecting the subject matter hereof are of no force or effect. All modifications to this Agreement shall be in writing signed by the parties.

11.02. Conflicts in Terms. In the event there is a conflict between the Contract Documents and any provisions of this Agreement, the terms of this Agreement shall govern.

11.03. Attorney's Fees. In the event the Owner is required to retain the services of an attorney to enforce this Agreement, or to defend against any cause of action, claim or counterclaim brought by the Contractor on which the Contractor does not prevail, then Owner shall be entitled to recover the attorney's fees and costs incurred in addition to other remedies to which Owner is entitled under this Agreement or Texas law. In the event Contractor is required to retain the services of an attorney to enforce this Agreement and the Contractor prevails in asserting a valid claim under this Agreement, then Contractor shall be entitled to recover the attorney's fees and costs incurred, in addition to other remedies to which he is entitled under Texas law.

ARTICLE XII UNCONDITIONAL GUARANTY

12.01 Guaranty. To induce Owner to enter into this Contract Agreement with Contractor to

perform the above-described Contract Work, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor(s) hereby unconditionally, irrevocably and absolutely, jointly and severally guaranty the performance of each and every obligation of Contractor, including warranties, under the Contract and/or any modifications or Change Orders issued pursuant to the terms of the Contract. The obligation of the Guarantor(s) shall be performable upon demand by Owner and shall be unconditional, irrespective of any alleged irregularity or equitable discharge of any Surety or Guarantor. Guarantor(s) hereby waive(s) all diligence, presentment, demand, and protest, and agree to fully and faithfully perform the Contractor's obligations under the Contract upon demand by Owner. Guarantor(s) further agree(s) that Owner may demand performance of the obligations under the Contract without any obligation by Owner to first: (a) proceed against Contractor; (b) proceed against any surety

bond or exhaust any collateral held by Owner as security for performance of Contractor's obligations guaranteed hereby; or (c) pursue any remedy it may now have or hereafter have against Contractor. Guarantor(s) further agree(s) that at any time, without notice to Guarantor(s), Owner and Contractor may agree to: (a) extend the time for Contractor's performance or compliance within any covenant, agreement, or warranty under the Contract; (b) amend or change the scope of the Contract by Change Order; or (c) alter or amend any time for payment or amounts of payment, whether such payments are partial payments or final payment; all without affecting the liability and obligation of Guarantor(s). Guarantor(s) hereby acknowledge(s) that the withdrawal from, termination of, or restructuring of, any ownership interest that Guarantor(s) may not have in Contractor, shall not alter, affect, or in anyway limit the obligations of the Guarantor(s) hereunder. Guarantor(s) further consent(s) and agree(s) that this guaranty agreement shall be subject to and governed by the terms of the arbitration provisions in the Contract and that any claims by either Guarantor(s) or Owner arising out of or relating to the obligations of this guaranty agreement shall be subject to the arbitration clause in the Contract. Guarantor(s) hereby agree(s) that in the event of the termination, liquidation, or dissolution of Contractor, this unconditional guaranty shall continue in full force and effect. The obligations of Guarantor(s) shall terminate upon full performance by Contractor of the Contract Agreement, including any and all modifications thereof.

EXECUTED as of the date first written above.

Owner:

HKT MANAGEMENT, CORP.

BY: _____

David Dang

Owner

Contractor:

BRICE CONSTRUCTION

BY: _____

Eric Gonzales

Owner

[TITLE]

Guarantor:

BY: _____

[GUARANTOR'S NAME]