

Brookfield

Brookfield Office Properties

Tenant Improvement Construction Work Procedures

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OVERVIEW

These procedures have been developed by Brookfield Office Properties building management (Landlord) to provide information regarding Tenant/Contractor work in the building. The purpose is to facilitate the completion of projects in a timely and safe manner. It is the Tenant/Contractor's responsibility to ensure that this information is included with the construction documents provided to their Sub-Contractors. Tenant/Contractors must be familiar with the information contained herein and have it in their possession while working in the Building. Tenant/Contractor shall designate one individual as the single point of contact with the Landlord during construction activity.

I. PRE-CONSTRUCTION PROCEDURES AND REQUIREMENTS

1. Landlord Approval

All work must be coordinated with and approved by Landlord prior to any work commencing. Drawings for alterations to space must be presented in the manner as requested below and approved by Landlord. All Landlord project notes and comments are part of the building rules and regulations. Work schedule and contractor contacts (including all subcontractors) must be submitted with emergency phone numbers noted. All contractors and subcontractors must be approved by Landlord.

2. Construction Drawings

At least four (4) weeks prior to construction, Tenant/Contractor shall provide two (2) full size sets of drawings and plans to the Landlord for approval. Written approval is needed before contracting any work. It is recommended to receive Landlord approval of drawings and plans prior to permit and pricing. Landlord's approval of the plans, specifications and drawings for the construction work shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, codes, rules and regulations of governmental agencies or authorities.

3. Pre-Construction Meeting

At least two (2) weeks prior to construction, a pre-construction meeting with the Landlord's Property Management Team to discuss procedures and coordination of the construction work should be scheduled. Contractor must provide advanced notice of any Contractor's involvement in a labor dispute.

PRE-JOB WALK THROUGH – A pre-job walk-through shall be arranged by the Contractor with the Tenant Construction Coordinator (TCC) and the Property Manager. All on-site staging areas must be approved in writing by the Property Manager. Progress meetings will be held on a regular basis. The Contractor shall conduct and issue minutes for progress meetings, which will be attended by BROOKFIELD PROPERTIES representatives. Prior to mobilization, all common areas that will be accessed by the Contractor are to be inspected by the team. The contractor will be responsible for documenting any pre-existing damage and providing the condition survey to the property staff before mobilization. All blinds are to be pulled up and bagged. Any defective blinds are to be reported to property management prior to construction commencement. The property staff will demonstrate to the Contractor that all thermostats, mechanical equipment, controls, etc. within the work area and on the floor are fully functioning. Any damage not documented in the preconstruction inspection shall be repaired by the Contractor at the Contractor's cost.

4. Construction Schedule and Pre-Construction Documents

The following documents must be completed and submitted to Landlord before commencement of construction (aside from change orders) and kept current as the work proceeds:

- a) One (1) copy of General Contractor contract documents, including addenda and specifications of the proposed work must be submitted to Landlord for approval by Landlord. Copy of signed Contractor Agreement..
- b) Project directory listing the Architect, Contractor and Sub Contractors.
- c) Copy of all required permits for planned work, including Occupancy Permit.
- d) Slab penetrations will be limited to a maximum of one (1) per eight hundred (800 sf) square feet
- e) Schedule of all Construction activities

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- f) Tenant/Contractor should secure a copy of the Building Standard FF&E (Finishes, Fixtures & Equipment) for incorporation into space design. Repair & Maintenance of Non-Building Standard FF&E will be at Tenant's expense (see item 6 below).
- g) Certificate of Insurance required (see item 5 below)
- h) Full floor demolition/renovation requires sealing elevator openings to prevent dust from entering elevator shafts.

5. Certificate of Insurance

A Certificate of Insurance for the General Contractor must be furnished to Building Management prior to commencement of work, in accordance with the required terms and conditions as determined by the Landlord. Certificates of Insurance for Contractor evidencing the insurance coverage and naming of additional insured. The certificate of insurance must give sufficient coverage to ensure that any personal or damage claims shall be fully compensated. Landlord will provide minimum requirements regarding coverage and specific verbiage for naming of additional insured.

6. Building Standard Equipment and Finishes

Obtain a copy of the Building Standard Equipment/Finishes list (Attachment A). All non-building standard or non-base building equipment, material and/or hardware used and/or installed by Tenant/Contractor will be the sole responsibility of the tenant (financial or otherwise) to maintain, repair, replace or relocate as needed or required. Tenant/Contractor shall use low energy consumption equipment and/or energy saving devices wherever feasible. Such equipment and/or devices would include but not limited to lighting and occupancy sensors.

7. ACM Review and Acknowledgment

Tenant/Contractors prior to the commencement of work meet with Landlord's Management and/or engineering staff to review the Asbestos Management Plan and sign the Notification of Outside Contractors form. Further detail is given under Hazardous Materials section.

8. Permit/Code Compliance

It is the sole responsibility of Tenant/Contractor to contact local authorities, secure any required permits and inspections and to comply with any and all applicable codes and ordinances. Evidence of this shall be by copy of any required permit(s) or a letter from local authorities indicating that same is waived or not necessary, submitted to Landlord prior to commencement of any work. It is expected that Contractor will abide by all applicable codes, OSHA, NFPA, and EPA guidelines. All permits are to be displayed at the suite entry door.

9. Minimum Efficiency Reporting Value 8 Filters

All return side inlets (AHU's, return grilles, transfer grilles, and VAV plenum intakes) are to be covered with Minimum Efficiency Reporting Value (MERV) 8 or (MERV) 13 filters as determined by ASHRAE 52.2-1999. These filters will be checked daily to determine if they need to be changed by the mechanical subcontractor. At the completion of construction, and immediately before occupancy, all mechanical system returns will have new MERV 13, or better, filters installed. All filters installed on the project will be documented with pictures, MERV rating, manufacturer, model number, and date.

- ❖ Note that certain equipment installations such as rooftop units and/or supplemental HVAC equipment will require a separate license agreement, additional rent and/or electric metering to provide for the excess space and utility usage at Tenant/Contractor's sole expense. Under no circumstance will spot coolers (or similar equipment) be allowed on a permanent basis.

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II. POST-CONSTRUCTION PROCEDURES AND REQUIREMENTS

1. Scheduling Landlord Inspections

After all major construction is complete and before the ceiling tile is installed there must be a visual inspection of above ceiling/concealed construction by Landlord. This inspection shall not relieve Contractor of their responsibility to comply with any construction documents or building codes. There should be a representative of the Contractor, Architect and Landlord present for such inspections.

2. Punch Lists

After construction is complete and before Contractor is fully paid there will be a punch list produced and remedied by Tenant/Contractor.

3. Submittals

Upon completion of Construction Work and prior to final payment to Tenant/Contractor, Tenant/Contractor shall furnish Landlord with two copies of the following:

- a) "As built" set of drawings in AutoCAD format on disk and also hard copy showing all of the work (including all changes/deviations from original) in full detail. Such drawings shall include architectural, mechanical, electrical, plumbing and fire protection drawings for the Construction Work, dated and signed by the applicable Contractor.
- b) Complete Test and Air Balance Report by an independent licensed testing and balancing firm.
- c) Copies of all equipment and maintenance manuals. Manuals shall include, but not be limited to, emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Each manual of each set shall be bound in a heavy-duty, 3 ring vinyl-covered binder and shall include pocket folders for folded sheet information. Each binder shall have identification marked on both the front and the spine of each binder.
- d) Copies of any special guarantees or warranties required by the construction documents, and the names, addresses and telephone number of the entities providing the guarantees or warranties.
- e) Certificate of Occupancy.
- f) Typed electrical panel index installed in each panel (including existing and new circuits).
- g) O&M Manual should be provided to both the Tenant and the Landlord.
- h) All inspection certificates must be submitted to Landlord's Management and/or Engineering staff. Upon completion, Contractor/Tenant must apply for a Certificate of Occupancy and provide a copy to the Landlord

III. BUILDING OPERATIONS

1. Building Engineer Support

The Building Engineer will provide reasonable support to the tenant and their contractors at no charge. Engineering hours will be billed to the tenant at the prevailing overtime rate for excessive engineering services as well as engineering services provided after hours. Engineering support typically begins when the job is put out to bid and the Building Engineer escorts the contractors through the building in preparation for their bid. Please contact the Property Manager for additional information.

2. Cable and Wiring

All existing wiring/cabling must be removed to the original point of connection in the respective floors telephone and electrical closet at incoming tenant's expense. No Contractor shall lay wiring on ceiling grid. All wiring, including communications, shall be laid in wire ways, strapped or wire tied to the deck above in compliance with the applicable code. Under no circumstance may wire be strapped to sprinkler piping or other building piping, conduit or ductwork. No wiring of any kind shall penetrate fire dampers. All penetrations in rated walls shall be fire-stopped.

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Any cable running out of tenant space or through another tenant space must be labeled with the following information every 20 feet on cabling: (1) Tenant Name, (2) Date, (3) Provider.

Suite specific equipment must be housed in tenant suite. No tenant specific equipment is permitted in base building telecom or electrical closets.

3. Use of Freight Elevators/Loading Dock

Tenant/Contractor may use only the freight elevator for transporting materials and tools to and from the Premises, and such use will not exceed the weight or capacity limitations of the elevator. Tenant/Contractor shall provide proper protection for walls, floors, doors and frames. All deliveries must come through the loading dock. No deliveries are permitted through the front lobby. Protective covering must be placed over delivery route floors including the service elevator. The covering must be removed after the delivery is completed and areas affected are cleaned. Carts with steel wheels are not allowed in the building. Protection is also required in the elevator cab and in common areas of the building during each use to protect against damage. All such protective wall and floor coverings shall be promptly removed by Tenant/Contractor when the freight elevator and common areas is are not being used, unless otherwise approved by Landlord.

Construction materials and trash removal are to be complete after building hours and coordinated with the Property Management Office. The freight elevator operates daily for general Building operations.

Damages will be repaired at the Contractor's sole cost and expense. Any elevator repairs and maintenance performed on the elevator(s) due to misuse will be billed back to the contractor/tenant accordingly.

4. Sub-Metering

All above standard electrical equipment must be sub-metered at tenants cost. Sub-meter model will be designated by building engineer. Electrical panel must be labeled per building engineers specifications.

5. Parking

There will not be reserved parking available for the Contractors in the Building. Special arrangements and/or monthly passes can be made directly through the parking operator. Arrangements can be made through the Management Office for loading and unloading material and equipment. Vehicles must be parked in accordance with the regulations of the local jurisdiction. Illegally parked vehicles may be towed at the owner's expense. Any parking violations are the sole responsibility of the vehicle's owner.

6. Trash Removal

Tenant/Contractor is to provide trash/food removal service from areas in which Tenant/Contractor is working or storing materials on a daily basis. Tenant/Contractor shall be responsible for directly contracting for this service and for making payments and arrangements as necessary so that the Building's trash removal service is not burdened with extra expense because of the activities of Tenant/Contractor. Whenever possible construction debris is to be recycled and a recycling report submitted to the Landlord and tenant for their files.

Tenant/Contractor shall accumulate their trash and construction debris in containers supplied by the Tenant/Contractor and shall not permit trash or construction debris to accumulate within the Premises or in the corridors adjacent to the Premises or on the loading docks or sidewalks adjacent to the Building. If Tenant/Contractor fails to timely remove trash and debris, an extra charge to Tenant/Contractor will be made for such removals on a time and material basis. Construction trash dumpsters can not be placed in loading dock area during normal operating hours (7am – 6pm) and/or during normal trash pick up times 4am – 7am). Any such placement of dumpster must be done with care to protect fencing, building, slab and other structures within the area.

Building trash bins and dumpsters are for Building use only. Any Tenant/Contractor construction debris and/or trash found in the Building's dumpsters will be the cause for the entire dumpster being charged to the Tenant/Contractor, without any exceptions.

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7. Use of Building Facilities

Heating and air conditioning may not be provided if the Premises is open to the outside or if dust, odors, fumes and other debris would inhibit the normal circulation or operation of the Building or Premises. Contractor should make provisions to accommodate for temperature changes if necessary.

8. Restrooms

Brookfield Properties will assign a restroom for construction use. The Contractor is responsible for protecting the area from abuse and will be responsible for any damage. Brookfield Properties also reserves the right to have the General Contractor place a porta-john on the loading dock. This would need to be cleaned/serviced daily and be accompanied by a hand washing station.

Access to the janitor closet may be provided as necessary for cleaning of equipment and tools.

Contractor shall take care not to clog drains or mar plumbing fixtures, including the janitor's closet basins, with construction debris or materials and shall be responsible for any repair costs.

9. Construction Entrances and Access Control

Contractor shall use only such entrances and access ways as shall be reasonably determined by Landlord. All access for construction materials and labor shall be through the loading dock unless other arrangements are approved by Landlord.

Building passenger elevators are specifically for tenants and visitors. Contractor personnel are not permitted to use these elevators. Tools, materials, carts, etc., are not to be transported on these elevators but may be transported by the freight elevator or the stairs.

Landlord reserves the right to (i) issue ID tags to all personnel of Contractor and require ID tags to be worn at all times in and around the building, and/or (ii) require all personnel of Contractor to sign in and sign out each day. If at any time, Contractor access to the Building causes unreasonable interference with any of Landlord's employees, agents, Contractors, their Sub Contractors or others or if imminently threatened, Landlord shall have the right to prohibit Contractor access to the Building upon not less than 24 hours written notice to the Contractor.

10. Keying & Security Guidelines and Construction Area

Doors to perimeter are not to be propped open at any time under any circumstance, unless the Tenant/Contractor's Superintendent is present and standing at the propped door the entire time.

Tenant is responsible for providing contractors with suite access at all times. For security, safety and liability reasons, the building staff (including management and engineers) have been instructed not to unlock tenant suite doors except in an extreme emergency.

With prior approval from Landlord, Tenant/Contractor may sign out keys from Landlord's management office or from another designee of Landlord.

Construction site must be kept secure at all times, doors are to be closed during business hours and locked after hours. Security for the construction area during construction work is the responsibility of the Tenant/Contractor. This extends to possession as well as the securing of the area upon completion of the work period. Keys to all temporary locking devices are to be provided to Landlord's engineering staff.

Keys for all mechanical and electrical areas must be obtained from Landlord. Proper drawings and permits must be submitted, reviewed, approved, and filed with Landlord before any keys are issued. Failure to return keys daily, unless other arrangements are made with Landlord, will result in the key being considered lost. Tenant/Contractor is responsible for all keys issued to them and may be charged for re-keying all locks associated with lost keys.

All utility closets (electric, phone, mechanical and janitor closets, etc.) are to remain locked unless they are being used, in which event they must be secured at the end of each work day.

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11. Base Building Protection/Utility Tie-ins

Tenant/Contractor shall protect all base building elements including but not limited to Base Bldg. windows / window film, all base bldg. equipment, all Tenant/Contractor improvements and equipment in other Tenant/Contractor premises from damage of any sort and shall promptly repair any damage caused in the course of performing their work.

Should any modification of common area be approved by Landlord as a result of Tenant/Contractor construction, Tenant may be responsible for restoring the Premises to its original condition upon vacating the Premises.

Landlord reserves the right to require the use of Landlord's choice of Fire Life Safety & other base building vendors at Tenant/Contractor cost for all pre-work evaluation, programming, disconnect and tie in of all Fire Life Safety devices and/or other equipment. Tenant/Contractor must comply with all directives of Landlord's management and/or engineering staff in regards to the Fire Life Safety detection, alarm & building automation systems (BAS).

Tenant/Contractor must maintain the integrity of the building Fire Life Safety detection and alarm system at all times. Shielded wire must be used for all strobe circuit and control work. Landlord's engineering staff shall be notified and given the discretion to either save or discard all existing unused fire alarm devices. Tenant/Contractor is responsible (financial or otherwise) for all upgrades to the Fire Life Safety Systems required by code or governing authorities due to the related construction work (whether in or outside of the related premises under construction). Landlord's engineering staff must be on site during all work requiring disabling of or work on the Fire Life Safety Systems. Tenant/Contractors must coordinate all work involving the Fire Life Safety System 24 hours in advance with Landlord prior to the commencement of any work involving the system. This work includes but is not limited to sprinkler work, welding, brazing, soldering and/or dust. All Tenant/Contractors must use extreme care not to falsely or accidentally activate the Fire Life Safety detection and alarm systems.

Requests for scheduling connections to the base building Fire Life Safety systems, plumbing systems, exhaust ducts, HVAC, etc. are to be made in writing to Landlord or Building engineer at least 24 hours in advance.

No utilities (electricity, water, gas, and plumbing) or services are to be cut off or interrupted without first having obtained written permission from Landlord.

No conduit shall be tied directly to suspended ceilings, Grid work, wiring or HVAC. Conduit must be mounted directly to the deck above, hung with hangers from the deck or laid in cable trays installed as part of Construction Work.

No abandoned piping, wiring, equipment, ductwork, construction debris, etc. may be left within the premise including ceiling plenum. All such piping, wiring, ductwork, etc. must be removed back to it's originating source. All plumbing risers, piping, branch taps, duct openings, etc. must be properly cap and sealed.

Access to electrical, mechanical, plumbing (i.e., junction boxes, VAV's, dampers, valves, etc.) must not be impeded. In areas of rigid/fixed ceilings or immovable, oversized tiles the equipment and/or devices should be relocated or adequate access to equipment/device must be provided at Tenant/Contractors sole expense.

Tenant/Contractor must insure proper floor, wall and door protection to all common areas, particularly on the floor which the contractor is doing work. Any damage caused to the property or building by the Contractor, including but not limited to the doors and freight elevators will be repaired by the Contractor as directed by Landlord. Landlord reserves the right to remedy the defects at the Contractor's expense if the work is not acceptably corrected within one week of written notification.

Tenant/Contractor is to ensure that all utility rooms (phone, electric, mechanical, janitor closets, etc.), common areas and stairwells are restored to preconstruction condition where work has taken place. This may include but not limited to fire stopping and/or repairing walls, repainting of doors, walls and floors where damaged during construction.

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12. Slab Penetrations, Hammer Drilling, X-Rays and Floor Leveling

All proposed core drill locations must be x-rayed to locate & identify the location of rebar, conduit, piping, wiring, etc. Extreme care must be taken to keep from cutting and/or damaging such rebar, conduit, piping, wiring. All damages will be the responsibility of the Tenant/Contractor to remediate at Tenant/Contractor's sole expense.

Prior to making any cores through the base building precast or floor slabs, Tenant/Contractor shall layout such locations and request approval from Structural Engineer for the final core locations. Any such requested approval of cores will be required by Tenant/Contractor at their sole expense to include written certification from Structural Engineer that the proposed core will not materially adversely affect the Building Structure and Systems. Landlord reserves the right to require the use of Landlord's choice of Structural Engineer. Such work will require ten (10) working days to arrange for approval of such work. All core drilling and x-raying must be done outside of normal operating hours. Landlord's engineering staff must be on site during such work to take place and Engineer's prevailing overtime rate shall be billed to Tenant/Contractor accordingly. All flooring core holes (new or existing) must be fire stopped and tightly sealed to prevent leakage. Any leaks through core holes will be the tenant's responsibility (financial or otherwise) to remediate.

All floor leveling greater than 1" depth or in an area larger than 400 sf must be approved by the Landlord's structural engineer in order to ensure that the structural load-bearing capacity for the Building is not negatively compromised.

13. Roof Work

All rooftop units and/or equipment installed on the roof must be installed on roof curbs with adequate fastening and support. All roofing work required for the proper installation of roof curbs and supports for the installation of equipment and related materials shall be performed by Landlord's choice of roofing vendor at Tenant/Contractor's expense. All equipment and related material scheduled for installation on the roof shall be kept inside (core side) of roof anchoring system as not to impede their use. Landlord must agree to the location of equipment to be installed on the roof and Tenant identification will be made upon the equipment. A License agreement will be required for roof top equipment.

14. HVAC Systems

Landlord's engineering staff shall be notified and given the discretion to either save or discard all base building HVAC and related equipment that is not to be reused or relocated within associated Tenant premises.

Upon completion of construction Tenant/Contractor shall have an independent licensed testing and balancing company perform a complete Test and Air Balance of the premises under construction at the sole cost to the Tenant/Contractor. Testing must be scheduled with the Lead Engineer well in advance of tenant occupancy so that deficiency items are resolved prior to move in.

All adjustments, modifications or changes required to the building automation system (BAS) due to Tenant/Contractor build out, remodel or construction work will be the sole responsibility of the tenant (financial or otherwise) and will be required to use Landlord's choice of vendor to make such changes or adjustments. Such changes and/or adjustments may include but not limited to addressing, graphics, setup and programming of new and existing field panels, VAV's, and main computer with all other associated equipment. All addressing or re-addressing shall be done in accordance with the final approval of Landlord. All such work shall be scheduled with Landlord at least 24 hours in advance.

15. Safety Practices

All Contractors, their employees, and Subcontractors must follow the safety practices outlined by, but not limited to: their employer, Contractor and OSHA. Contractor is responsible for maintaining and enforcing their own safety rules and procedures. Under no circumstance will Landlord accept responsibility for monitoring general safety guidelines. The following guidelines for safety in the building should be followed, however, are not inclusive of safety practices required by law, or any other rules that may apply.

- a. Keep construction area as free of debris as possible.

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- b. Keep chemicals secured in approved storage cabinets.
- c. Keep floors dry and clean.

Hard hats must be worn at all times inside the construction area. A fully stocked and clearly marked first aid supply kit must be kept on the job at all times. Fully charged, appropriate fire extinguishers must be present on the job site.

16. Fire Protection

All alterations to the Fire Alarm System, including the demo and new tie in, are to be completed by Landlord's approved vendor.

Modifications of any fire protection systems must comply with the plans approved by Landlord. Before any work may begin, Tenant/Contractor must complete a fire protection shutdown request and check in with Landlord's engineering staff who will isolate the floor on which the work is to take place.

All fire protection system work that is started on a given day must be completed by the end of that same day. Life-safety trouble alarms shall be cleared before the end of each day. Tenant/Contractor is responsible for coordinating this activity.

Tenant/Contractor shall be responsible (financial or otherwise) for installation of heat and smoke detectors if required by local jurisdictional authorities before Tenant/Landlord Construction. Tenant/Contractor is responsible for fire safety including providing fire extinguishers during construction.

All penetrations are to be sealed with approved fire rated material as required by governing codes.

Before any sprinkler work can start an approved stamped set of blue prints by the authority having any jurisdiction. Once prints are on site and before any work starts the General Contractor is responsible for getting in touch with the Lead Engineer or designated representative of Brookfield Properties to go over the fire alarm and draining procedures.

If the above work takes more than four consecutive hours the General Contractor will be responsible to provide a fire watch by walking the effected zone or zones every 30 minutes.

17. Welding

No Hot Work (welding, brazing, soldering, grinding, etc.) or any other work that has the potential of activating the building fire/smoke detection system or has the potential of attracting outside attention may commence without first receiving written authorization from Landlord. It is mandatory that all Hot Work permission be obtained from Landlord prior to the start of work at least 24 hours in advance. Once permission has been received by Landlord, the appropriate Tenant/Contractor(s) performing such Hot Work must meet with Landlord's engineering staff (day of work) who will issue a Hot Work Permit. The Tenant/Contractor must review and complete all related questions and comply with all safety procedure on the permit (including fire watches). Under no circumstances will permission and/or Hot Work Permit be given while Fire Life Safety Systems and/or equipment is out of service for any reason. All Tenant/Contractors performing Hot Work must report back to Landlord's engineering staff on completion of work and/or required fire watches. Failure to comply with this request may result in denying permission and/or permits in the future. Any and all delays due to the denial of permission and/or permit will be at the Tenant/Contractor expense.

Please supply the following information within the request:

- Your company name
- Nature of the job, i.e. welding, sweating water lines, etc.
- The firm, floor, and specific location of the work area
- The approximate time involved, start to finish

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18. Plumbing

No plumbing shutdowns may commence without the Tenant/Contractor first informing and receiving authorization from Landlord at least 24 hours in advance. Tenant/Contractor is responsible for coordinating this activity. Pipe sizing, type and installation methods shall meet all normally excepted industry standards including all applicable building codes and requirements by all regulating authorities. All piping shall be of the copper (type L), Brass and/or Cast Iron types. Under no circumstance shall PVC or plastic pipe be used. Whenever feasible all tenant pantries should be piped to the outer Wet Stack Risers. All drain/vent pipes are to be piped to the same riser stack. All drain turn fittings shall be of the long sweeping type.

Shark bite fittings and push to connect fittings are not permitted.

19. Hazardous Materials

No hazardous materials will be permitted in the Building without prior written approval by Landlord. Tenant/Contractor must supply a list of all hazardous materials and their locations as well as all SDS to Landlord. Tenant/Contractor must properly mark and indentify all containers containing chemicals and hazardous material stickers and storage areas for these containers shall have SDS posted. Items requiring this marking are, at a minimum: paint, solvents, lubricants, cleaners, refrigerant, etc. All paints (excluding latex enamel), finishing chemicals or cleaning solutions must be sealed when not in use.

All combustibles will be removed from the Building on a daily basis. No gasoline-powered equipment will be allowed to operate anywhere within the Building. Tenant/Contractor shall be responsible for containment, clean-up and repair of any damage caused by spills or leakage of any hazardous material. Landlord shall have the right, but not the responsibility, to arrange for containment clean-up and/or repair if it determines in its sole opinion that the Contractor efforts in this regard are insufficient for the safety and comfort of others in the building.

20. Asbestos Containing Building Materials (ACM)

Tenant/Contractors must be aware that certain types of ACM have been identified in certain areas throughout the building. As a result, all Contractors performing work inside the building are required to meet with Landlord's building management and /or engineering staff to review the ACM Management Plan and acknowledge review of said plan by signing the "Notification Of Outside Contractors" form. This must be completed prior to the commencement of any work.

In addition Tenant/Contractor shall stop work and immediately report the presence of any material or assembly suspected to contain asbestos to Landlord upon discovery. Under no circumstances shall Tenant/Contractor attempt to touch, disturb and/or remove suspected ACM or presumed ACM (PACM). Landlord will determine how to properly and safely address the issue based upon the ACM Plan which may include testing, encapsulating and/or abating such ACM and/or PACM. Landlord will not be held responsible (financial or other wise) for delays in construction associated with testing, encapsulation and/or abatement of ACM and/or PACM.

21. Energy Star Policy

Brookfield Properties recommends that tenants purchase ENERGY STAR products when purchasing any kitchen or office equipment to promote energy conservation, assist in the reduction of operating expenses, and to help protect the environment.

22. Recycled Material

Contractor is required to recycle construction material and submit tickets to management throughout the job.

23. LEED Building Requirements – Clients and Contractors are encouraged to support our LEED EB O&M designation and consider these guidelines during construction.

1. Construction and Demolition waste

- a. Trash waste generated by facility alterations and additions applies to base building elements permanently or semi permanently attached to the building itself that enter waste stream. Base building elements include at a minimum building components and structures. This includes wall studs, insulation, doors, drywall, ceiling panels, carpet and other flooring.

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- b. Provide a table of diverted waste to demonstrate at least 70% is diverted from the landfill. Alternatively, the contractor shall provide waste logs from the hauler.

2. Indoor Air Quality

- a. The Contractor must do all of the following to comply:
 - i. Part 1 Follow IAQ Management Requirements listed in spreadsheet
 - ii. Part 2 Provide MERV13 filters for equipment used during construction
 - iii. Part 3 provide photographs of each of the activities above
 - iv. Part 4 Flush-out of the affected space after construction ends and all interior finishes have been installed for LEED certified buildings.

3. Construction Material Purchases

- a. At least 50% of the total purchases (by cost) must meet one or more of the following to comply:
 - i. Contain at least 10% postconsumer and/or 20% postindustrial recycled content
 - ii. At least 70% material salvaged off-site or on-site
 - iii. Contain at least 50% rapidly renewable materials (wool, bamboo, linoleum)
 - iv. Contain at least 50% Forest Stewardship Council (FSC) certified wood
 - v. Contain at least 50% material harvested and processed within 500 miles
 - vi. Adhesives and sealants with VOC content less than limits of the South Coast Air Quality management District (SCAQMD) Rule #1168
 - vii. Paints and Coatings have VOC emission not exceeding the VOC limit of Green Seal's Standard GS-11
 - viii. Non-carpet finished flooring is FloorScore-certified (only if it constitutes at least 25% of the finished floor area)
 - ix. Carpet meets the requirement of the CRI Green Label Plus Carpet Testing Program
 - x. Carpet Cushion meets the requirement of the CRI Green Label Testing Program
 - xi. Composite wood agrifeber products contain no added urea-formaldehyde resins.

IV. Construction Procedures

Contractor will take appropriate measures as reasonably required by Landlord to temporarily screen the view of construction from public corridors.

The Building stairwell doors are not to be propped open or left ajar. Doors to the construction area shall remain closed at all times. The doors shall be equipped with locks, closers and finish hardware. Contractor shall not install any identifying signage or advertising on any part of the Building or on the Premises, other than a permit card and project identification sign at a location agreed upon by Landlord and Tenant/Contractor. Any signage placed on the door shall be professional in appearance and subject to Landlord approval. Handwriting is not acceptable.

All work performed by Tenant/Contractor shall be performed in a manner so as to avoid any labor dispute which may result in a stoppage or impairment of the work or of delivery services or any other services or operations in the Building, and in the event there shall be any such stoppage or impairment as a result of any such labor dispute, Tenant/Contractor shall immediately undertake such actions as may be necessary to immediately eliminate such dispute or potential dispute.

Landlord expects Tenant/Contractor to maintain a clean and presentable space during construction. The corridors must remain neat and clean. Tenant/Contractor shall make the appropriate provisions to prevent construction debris from being tracked into the public or common areas and should promptly clean up any material tracked into any public or common areas. Contractor shall keep elevator tracks free of debris and cleaned daily.

The Construction Work shall be subject to observation by Landlord from time to time during the period in which such work is being performed.

1. Construction Cleaning

The floor of the construction area must be swept nightly at a minimum. Additionally, a thorough final cleaning including, but not limited to, cleaning of the following will be required before final completion of the project:

Tenant Improvement Construction Work Procedures

- a. Fluorescent light fixtures and lenses
- b. Windows, window sills and window mullions
- c. Doors and frames
- d. Work surfaces
- e. Walls & wall bases
- f. Carpet and other floor surfaces
- g. Blinds
- h. Smoke detectors
- i. Common areas (including elevator lobby, stairwells, bathrooms, etc.)
- j. Utility Rooms (phone, electric, mechanical & janitor closets, etc.)

Contractor is responsible for providing their own vacuum cleaners, cleaning supplies, etc. Building equipment and supplies are not for Contractor use and will not be loaned. If any Contractor is found using any building equipment, a fee will be assessed to the Contractor.

2. Construction Personnel Behavior

Contractor shall be responsible for all its actions on-site. Any damages to Landlord's or any other property caused by Contractor will be promptly repaired at no cost to Landlord. Contractor shall maintain a site superintendant on-site at all times whenever Contractor is working on the site. Such personnel shall be fully empowered to coordinate and authorize Contractor to perform such work as necessary to enable the work to proceed in accordance with all building rules and regulations as set forth by Landlord.

The Building is a non-smoking building. Smoking is not permitted in restrooms, stairwells, corridors, elevators, Contractor suites (including construction sites) or other public spaces. Contractor personnel will be asked to leave and will be escorted from the Building if found smoking in these areas.

Shouting or abnormally loud talking, crude, obscene, or otherwise disturbing language (i.e., "cat-calls") in the Building or parking areas is strictly prohibited. Contractor personnel violating this rule will be promptly escorted out of the Building.

Lunches and breaks are to be taken within the construction area in the Building. They are not to be conducted in elevator lobbies, corridors, stairwells or other public spaces. Without exception, no smoking, radios, boom boxes or walkmen are allowed in the construction site during performance of any work.

3. Storage of Material

No temporary storage in the building is permitted other than in the construction area. No fire exits, stairwells or fire corridors are to be blocked or used for storage.

4. Scheduling of Noisy or Odor Producing Work

Except as delineated elsewhere in this document, Contractor work shall be scheduled so that it in no way conflicts interferes with or impedes the quiet and peaceful environment of other occupants in the Building. No loud noise such as drilling, sawing, hammering, impacted gun, etc. or fumes from painting/staining will be permitted during business hours.

Painting (other than Latex enamel) and varnishing must occur after hours or suitable exhaust from the Building must be provided.

5. Scheduling of Demolition Work

Contractor shall have the right to perform all demolition work during Building Hours, provided that any portion of such work that is reasonably anticipated to disturb an adjacent space or in any area in the Building other than the area of the Building under construction, including, but not limited to, concrete coring or sawing, hammering, drilling, shooting of ceiling hangers, cutting of pipes along the columns or within the concrete slab, shall be done after regular business hours or on weekends, or with the prior permission of Landlord, to avoid disturbing others. Cleaning and dust control measures must be taken to prevent dirt and dust from

Tenant Improvement Construction Work Procedures

infiltrating into adjacent space, mechanical or base building areas. Temporary filters shall be installed on all return air grilles and ducts to prevent passage of dust into the HVAC system.

6. Scheduling Work in Other Tenant Spaces

There will be no work within another space without first notifying Landlord's building management and/or engineering staff in advance in writing. Work in other tenant spaces will require the presence of Landlord's security guard or engineering staff. If this work is scheduled to be done after hours, the cost of overtime labor will be incurred by the Tenant/Contractor. All work required to be performed in tenant spaces (i.e., plumbing lines, HVAC ductwork, electrical conduit, etc.) shall be performed on weekends or after hours unless otherwise agreed to in writing by Landlord. Contractor shall provide Landlord with a minimum of three (3) working days notice of the need for such afterhours work. Contractor shall be responsible for any damage caused to another space or merchandise.

RECEIPT & ACKNOWLEDGEMENT SIGNATURES

CONTRACTOR:

Printed Name

Signed

Company

Date

ARCHITECT:

Printed Name

Signed

Company

Date

TENANT:

Printed Name

Signed

Company

Date

Tenant Improvement Construction Work Procedures

Attachment A – Standard Finishes

Common Area Corridor

- Wall Paint: Sherwin Williams, Pure White SW 7005 Eggshell
- Cove Base: Johnsonite, Icicle 08. 4" rolled lengths only. 120 FT coils; straight base at carpet, coved base at hard floor surfaces
- Doors and Door Frame Paint: Sherwin Williams, Pure White SW 7005 Semi-Gloss

Egress Corridors

- Flooring (VCT):: Armstrong Standard Excelon, White Out rave #57518

Window Treatment

- Shades: Mechoshade Sun Shade, Number – S11016136A 3% open; Manual Mechoshade Eurotwill

Ceiling Tiles

- ACT#1: Armstrong, Size 24" x 24". Ultima Beveled Tegular Lay-in; Grid – Armstrong 9/16" Suprafine Exposed Tee
- ACT#2: Armstrong, Size 24" x 24. Clean Room VL Perforated Square Lay-in; Grid – Armstrong 9/16" Prelude Exposed Tee

Restrooms

- Walls: Ocean Blue Light Travertine
- Floor and Wall Tile: Caesar Ceramiche – More Line, Manhattan matte finish, 12" x 24"
- Countertops: Ocean Blue Light Travertine
- Faucets: TOTO, Polished Chrome #CP TEL5LC10R. Thermal mixing – 0.09 gpc; Discharge – on-demand; up to 10 seconds while activated

Key Systems

- Tenant: Contact LokTek.

Tenant Improvement Construction Work Procedures

Attachment B – Vendor List

Energy Management System (EMS), Controls
Pritchett Controls: (301) 470.7300

Electrical/Fire Alarm
J.E. Richards: (800) 750.4331

Air Balancing
Comfort Controls, Inc.: (301) 931.9300

HVAC Mechanical
R and R Mechanical: (202) 636.9451

Elevator Maintenance
Otis Elevators, (301) 324.4140

Locksmith
Lok-Tek: (301) 645.8300

Structural Engineer
Thornton Tomasetti: (202) 580.6300

Attachment C – Property Information

MANAGEMENT OFFICE HOURS: Monday-Friday (8:30 A.M. - 5:00 P.M.)

SR. PROPERTY MANAGER

Contact: Marissa Thorne
Phone Number: 202-466-3289
E-mail: Marissa.Thorne@brookfield.com

ASST. PROPERTY MANAGER

Contact: Lindsay Mujacic
Phone Number: 202-835-9070
E-mail: lindsay.mujacic@brookfield.com

ASST. CHIEF ENGINEER

Contact: Kevin Parks
Phone Number: 202-466-3238
E-mail: kevin.parks@brookfield.com

FACILITY INFORMATION:

BUILDING HOURS OF OPERATION: Monday – Friday from 8:00 a.m. – 6:00 p.m.; Saturday from 8:00 a.m. – 1:00p.m. (HVAC only) Services outside of these hours may be arranged for by contacting the Management Office by 4:45 pm Monday through Friday (excluding holidays) or by submitting a Tenant Service Request.

- **LOADING DOCK LOCATION:** The loading dock is located in the alley behind the building. The alley is accessible off of M Street. This area may be used for deliveries and pick-ups only. Loading docks accommodate straight body trucks up to 25 feet long and 12 feet high. All deliveries are to be made via the loading dock and the freight elevator.
- **FREIGHT ELEVATOR LOCATION:** Freight elevator service is provided from 7:00 am to 6:00 pm for tenant deliveries. Large deliveries must be scheduled after business hours by contacting the Management Office.