

**700 NORTH BRAND BOULEVARD
CONSTRUCTION WORK RULES
AND REGULATIONS**

The following information outlines the construction work rules and regulations (R&R's) which will be followed by all construction firms working at 700 N. Brand Boulevard. These R&R's apply to general construction, tenant lease space construction, and all other construction related activities. No deviation or exception will be permitted without the expressed, written approval of EOP-700 North Brand, L.L.C. ("Owner") and Equity Office Properties, its managing agent ("Manager"). Repeated and flagrant violations of these Construction Rules and Regulations will result in the subcontractor being banished from the building and job site. Ignorance of these R&R's is not a waiver of liability or responsibility. Questions or comments should be directed to Equity Office, 700 N. Brand Boulevard, Suite 580, Glendale, California 91203; (818) 243-3303.

Before Construction Begins

1. Prior to any construction activities, the Contractor shall agree to abide by and conform to these R&R's and shall acknowledge such agreement for itself and all others performing any portion of the Work by or through the Contractor, including subcontractors and material suppliers by executing these R&R's where shown.
2. The General Contractor shall meet with the Property Manager and Building Engineer to review the construction schedule, building access, and special requirements.

If the Contractor is hired directly by the Tenant, the Tenant will be primarily responsible for the Tenant's Contractor and its Subcontractors, workmen, suppliers, etc. Any action detrimental to the Building is the sole responsibility of the Tenant. Tenant's Contractor shall be responsible for enforcing these R&R's with all the Subcontractors, workmen and anyone else working in the Building Premises.

3. The Contractor will be required to furnish the Property Manager with a list of subcontractors scheduled to work. This list should include the number of employees, the company, telephone numbers, and the subcontractors work schedule. This information will be provided by the Contractor to the Property Manager for review and approval at least seven (7) days in advance of project start date. The Property Manager and/or Building Engineer retain the right during the entire project to deny access to the building and grounds for any employee the contractor provides. It is understood that any employee removed from this job may affect the project schedule, which may require a revision in the project time table and completion date.
4. Plans and specifications setting forth all architectural, mechanical, electrical and other aspects of the Work to be performed by the Contractor shall be submitted and approved by the "Manager" in writing prior to Work being commenced. Upon completion, Contractor shall deliver to the "Manager" "AS-BUILT" drawings of electrical, mechanical, and any deviations from original approved plans. Electrical panels must be labeled.
5. Contractor shall arrange for pre-inspection of tenant suites prior to construction to identify items subject to potential claim for breakage, theft, abuse, damage, etc. Pre-inspections shall be attended by the General Superintendent, Subcontractor Foreman, Tenant Representative, and "Owner's" Project Manager and Building Engineer.

6. Prior to construction commencement, Contractor shall provide a list of the subcontractors and any other on-site personnel to the "Manager". The list of subcontractors and other on-site personnel shall not be changed without the prior written consent of the "Manager".

General Rules and Regulations

1. All costs, including but not limited to, costs for permits, fees and licenses necessary for the execution of work shall be the sole and exclusive obligation of the Contractor or its Subcontractors provided however, such costs may, if agreed to by Tenant, be passed on to the Tenant for whom Work is performed.
2. Immediately upon being awarded a job, the Superintendent of the successful bidder is required to set-up a field office. The field office may vary from a table in the corner of the construction space for a small job to a separate office for larger projects. The following is a checklist of items to be set-up and maintained at all times on the job:
 - a. Full set of Project Drawings and Specifications (as submitted for building permit)
 - b. Addendum Drawings and Specifications
 - c. First Aid Kit
 - d. Safety Posters and Safety Manual
 - e. Safety Equipment
 - f. Memorandums and Drawing Transmittals
 - g. Daily Log
 - h. Inspection Logs
 - i. Extra Work Authorization Forms
 - j. Hard hats as required
 - k. Office supplies (as applicable)
 - l. Office furniture
 - m. Schedule (bar chart minimum)

The field office should also contain a full set of project files in a locked cabinet. These files should contain all correspondence and copies of contracts and insurance certificates with all subcontractors.

3. The Contractor shall maintain supervisory personnel on-site at all times and will provide direct supervision of any and all Work being performed including the delivery of materials. Such supervisory personnel shall be fully empowered to coordinate, respond for and authorize Subcontractors to perform such Work as is necessary to enable the Work to proceed.
4. The Contractor shall be responsible for all of its actions on-site as well as those of its Subcontractors. Any damage to the building caused by the Contractor shall be promptly repaired by the Contractor at no cost to the "Owner". Care shall be taken to protect ceiling, walls, doors, and carpets of public areas when moving construction materials, trash, etc. This shall be accomplished by installing masonite on the floor, and plastic on doors, walls, and ceilings. Clean up of these areas upon completion of the job is the responsibility of the Contractor.

5. The Contractor is responsible for the security in the Premises and at its expense shall provide its own watchman as required. All risk of loss to all property of the Contractor and its Subcontractor, including but not limited to, tools and materials located on the Premises, shall be the sole and exclusive responsibility of the General Contractor and its Subcontractors and the "Manager" shall have no responsibility therefore.
6. The Contractor shall give all notices and comply with laws, ordinances, rules, regulations and orders of any public authority regarding the performance of the work.
7. All construction workers must be properly, permanently, and visually identified. The identification system must be approved prior to the start of any Work. All companies will maintain an updated list of authorized workers with building security and will notify security of each change.
8. All workers shall maintain their actions while in the building in a professional manner to include but not limited to:
 - a. No abusive language.
 - b. No tobacco chewing, smoking or drinking in public areas.
 - c. No standing in lobbies except to board approved service elevators.
 - d. No use of radios, including walkman type radios with headsets, may be used in areas which are accessible to the public or from which the public may hear them being played.
 - e. Graffiti or vandalism will not be tolerated. Any Contractor caught in the act shall be immediately removed from the premises, and will not be allowed to return. Any expenses associated with the removal or repair resulting from the graffiti or vandalism will be at the Contractor's expense.
 - f. Clothing shall be appropriate for construction trade, i.e. no shorts, sandals, sleeveless T-shirts, etc. Clothing containing words, symbols or other forms of communication considered offensive or in bad taste by property management shall not be allowed on site.
 - g. Proper safety equipment shall be required as determined by the contractor, i.e., safety glasses, goggles, respirators, etc.
9. All work and adjacent areas are to be kept clean and free of trash, debris and non-useful materials at all times at Contractor's cost. Failure to do so will result in the "Manager" providing this service and charging the Contractor accordingly. Contractors will be required to monitor all traffic and work through the public elevator lobbies to ensure that dust and debris are not tracked into the elevator cabs by visitors to the floor. Furthermore, the Contractor is responsible for final clean-up including, but not limited to, light fixtures, windows, entries, public areas, mechanical and electrical rooms. If trash dumpsters are used at curbside, Contractor must obtain and pay for street use permits and maintain the area in a clean fashion. Building trash containers are not to be used.

10. No storage of flammable substances will be allowed in the building unless approved by building management in accordance with approved building codes and regulations. No gasoline-operated devices (concrete saws, coring machines, welding machines, etc.) shall be permitted within the Property. All work requiring such devices shall be electrically operated.
11. There will be absolutely no use of tenant and/or building property including, but not limited to, telephones, dollies, ladders, copiers, vacuums, etc. unless specifically approved in writing by the tenant and/or building management in advance of their use.
12. Any Contractor who anticipates working on the building life safety systems (sprinklers, smoke detectors, fire command speakers, fire alarms, etc.) will notify the "Manager" at least 24 hours in advance in writing prior to commencement of the work. All such systems shall be returned to operational status at the end of each work period. If this cannot be accomplished, then a fire watch will be posted. In the event that sprinkler systems are found disabled, a fire watch will be posted by the building office at the expense of the Contractor. If the life safety system is to be off line for 48 hours or more, the "Owner's" insurer requires written notification from the "Owner". Contractors are not permitted to enter the fire command center at any time, unless accompanied by the Property Manager, Property Engineer, or Security.
13. Subcontractors shall not secure, enable, test, start, or open any life safety, mechanical, electrical, domestic water, condenser water, chilled water or hot water systems without approval of the Owner, Property Manager or Building Engineer. Authorization will be given on a case by case basis. prior
14. The General Contractor must provide Material Safety Data Sheets (MSDS) to the Building Engineer for every substance being used on the construction site prior to the start of construction. These sheets shall also be maintained at the job site by the General Contractor.
15. The Contractor is required to provide and make available a fire extinguisher within the demised premises during construction.
16. Forty-eight (48) hours advance written notice to the "Manager" is required for the following:
 - a. Cutting into duct, water line, existing power lines, temporary disconnecting any meter, fire sprinkler or prior to moving any air handling equipment, thermostat, etc.
 - b. Use of toxic materials or varnishing. Include how ventilation and protection of adjacent areas will be handled. Use of toxic materials may require after hours work.
 - c. Any core drilling. All core drilling must be evaluated and approved by the Contractor's structural engineer with submittal to building management for written approval.
 - d. Any welding or dust related work that will require the covering of smoke detectors.

17. Contractor shall coordinate and provide advance notice in writing to the “Manager” when access to occupied space is required. Contractor shall give notice according to the following schedule:
 - a. Less than one hour required in the space; provide 24-hour advance notice.
 - b. Less than one day required in the space; provide 3 days advance notice.
 - c. More than one day required in the space; provide 7 days advance notice.

Contractors needing to work on weekends will provide the Property Manager with a list of contractors scheduled to work. This list should include the name of the company, and the estimated hours the contractors will be working. All contractors will be required to sign in and out at the security guard station in the main lobby of the building.

18. The Contractor shall not be permitted any identifying signage or advertising unless approved by the “Manager” in writing.
19. The “Manager” may require the Contractor to erect temporary partitions to shelter Work and may require that any disruptive work be performed after hours. Temporary partitions, if required, shall be clean and uniform in appearance.
20. Contractors material and tool storage will be limited to the work premises. The Contractor may be permitted storage in other areas of the building at the option of building management.
21. Access to any adjacent space is not allowed unless coordinated by building management. All construction crews shall stay in their respective workspace at all times. Janitor’s closets will be locked. Construction personnel shall not use floor sinks, restroom sinks or toilets for clean up or disposal of any material. Contractors are not permitted to use the restrooms for tool clean up. Anyone found using the restrooms for clean-up or other similar purposes will be subject to removal from the Property. If a contractor utilizes the janitorial room, it must be kept clean at all times. The janitorial room is the only authorized tool clean-up area on site.
22. Contractor shall turn off lights and all other equipment at night after completion of work for the day.
23. Construction personnel shall only use the restroom on a floor designated by the Building Engineer or Property Manager. Contractor is responsible for cleanliness of the restrooms throughout the day.
24. Subcontractors shall not secure or disrupt any fire protection system or construct any fire protection system without prior approval of the Property Manager or Building Engineer. The Owner, Property Manager or Building Engineer shall be notified immediately in the event of such an occurrence.
25. All locks must be supplied with cylinders to match base building locks. Contractor must request keying information from the Building Engineer

26. Building hours are 6:00 a.m. to 6:00 p.m. Monday through Friday. Saturday hours are from 6:00 a.m. to 1:00 p.m. Work beyond these hours is subject to approval by building management. Contractors needing to work on weekends will provide the Property Manager with a list of contractors scheduled to work. This list should include the number of employees, the company, and the estimated hours the contractors will be working.
27. All construction traffic including construction personnel and material deliveries in the building will utilize the freight elevator. No materials shall be moved within the lobby or common areas of the building during the hours of 7:30 a.m. to 6:00 p.m. unless approved by the Building Engineer or Property Manager.
28. All construction personnel (general contractor and their subcontractors) must pay for their own parking at the normal market rate. Any vehicle illegally parked will be ticketed and/or towed at the vehicle owner's expense. Contractor's personnel will park in designated areas only. Vehicles parked in other areas may be towed without notice, at the vehicle owner's expense.
29. Contractor shall not interfere with other tenants in such a manner as to cause unnecessary inconvenience or disruption such as core drilling, operation of power actuated tools, hammering, or any construction that would transmit sound through walls and floors. Work of this nature must be scheduled before 7:30 a.m. and after 6:00 p.m. The property management office reserves the right to stop work if deemed necessary.
30. The "Manager" shall have the right from time to time as may be required, to inspect or perform work within the Building. "Manager" shall have the right to suspend Contractor's work in the Building if such work, in the opinion of the "Manager", is presenting or may present a danger to life, safety, or property, or in an emergency situation.
31. Contractor shall be solely responsible for obtaining the Certificate of Occupancy (or equivalent approval) and shall submit to "Manager" the original thereof prior to occupancy of the premises for the purposes of conducting business.
32. It is expressly understood and agreed that the construction Contract shall be for the direct benefit of the "Owner" of the real property on which the work is to be done. Accordingly, the "Owner" shall be granted the right to pursue in its own name, any rights or remedies against Contractor including, without limitation, claims for damages granted to other parties under the Contract.
33. The Contractor must maintain and provide evidence of insurance in accordance with the attached insurance requirements.
34. Contractor must indemnify and hold harmless the building's Owner and Managing Agent against and from any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, expense, disbursements (including legal fees and expenses) and costs of any kind or nature in any way relating to or arising out of the work performed by the Contractor.

35. Contractor and/or subcontractors should assist with building emergencies once notified by the Building Engineer or other designated authority. This could be from immediate evacuation of the building once an alarm is sounded to assisting the Engineer with evaluating and executing a plan to terminate the alarm/emergency situation.
36. In the event of a union dispute, Contractor agrees to take the necessary action to avoid picketing at any entrance to the Building.

The building management reserves the right to add other restrictions to those listed above as may be deemed necessary to provide for the comfort and safety of the tenants.

Material Stocking

1. All deliveries will be scheduled with the "Manager" at (818) 243-3303. Scheduling of elevator time for deliveries and trash removal will be the responsibility of the General Contractor.
2. Trucks may park in the loading zone only long enough to unload materials. All other trucks are to park on the top level of the parking structure. The parking structure height capacity is 6'6". Trucks that are above this height limitation will be allowed to park in a designated area.

Demolition

1. During demolition, Contractor shall use plastic or other similar protective coverings to keep dirt and dust contained in the areas being demolished. All portions of the building on the travel route for debris removal shall be protected, including floors, walls, doors and doorjamb.
2. When moving materials in and out of elevator cabs the doorjamb, walls, floors, ceiling and threshold must be adequately protected with pads, plywood, masonite, cardboard or other appropriate materials. No materials will be allowed in an elevator cab with the cab being completely protected. It is the subcontractor's responsibility to request this padding from the appropriate contractor's representative.
3. All common areas of the building, including doors, frames, walls, floors, ceilings, plants and artwork shall be covered with the proper protective materials during demolition and construction and returned to their original condition prior to the start of each work day, unless agreed to in advance.
4. During construction, Contractor shall eliminate all unused conduits.

Punch List

1. If the tenant is occupying the premises, the contractor is required to be courteous, respect their privacy, and avoid work disruption whenever possible.
2. Any material, paint or other supplies used in completing the punch list shall not be stored in the premises once the tenant is occupying the space.

3. Protective coverings shall be used to cover the improvements and the tenant's personal property as necessary. Drop cloths shall be used when sanding sheet rock or painting. All sheet rock dust shall be immediately wiped off the walls and base and the carpet shall be vacuumed.
4. The contractor's work schedule shall be approved in advance by the tenant and the property manager.
5. The contractor shall cause the completion of the punch list to occur as quickly as possible. Any unnecessary delays that result in property management completing the punch list items will be done at the contractor's expense.

These Construction Rules and Regulations have been agreed upon, approved and accepted by the undersigned on the date indicated below.

CONTRACTOR

TENANT

By: _____

By: _____

Title: _____

Title: _____

Company: _____

Company: _____

Date: _____

Date: _____

By: Equity Office Properties
as managing partner for
EOP-700 North Brand, L.L.C.

By: _____

Anne Hilbert
Property Manager

Date: _____

**INSURANCE REQUIREMENTS FOR
VENDORS/CONTRACTORS
AT
700 N. BRAND BOULEVARD, GLENDALE**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor/Contractor, Vendor/Contractor's agents, representatives, employees and subcontractors.

1. Vendor/Contractor shall maintain insurance limits no less than:

General Aggregate \$2,000,000

Products-Comp.
Completed Operations Aggregate \$2,000,000

Each Occurrence \$2,000,000

Automobile Liability (combined unit) \$2,000,000

Employee's Liability \$1,000,000

Worker's Compensation Statutory Limit

2. The Certificate shall include the requirement for thirty (30) days notice of cancellation to the Certificate Holder by the Contractor's insurance company in case the coverage is canceled or materially changed.
3. The Certificate shall include and name the following parties as additional Insured. Please note that spelling of these parties must be exactly correct or the insurance is not valid to Equity Office Properties and work will not be allowed to commence.

The Certificate shall name ALL of the following as Additional Insureds:

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| <ul style="list-style-type: none">• EOP-700 North Brand, L.L.C., a Delaware limited liability company,• EOP Operating Limited Partnership, a Delaware limited partnership,• Equity Office Properties Trust, a Maryland real estate investment trust,• and their respective agents, members, partners, employees and mortgagees. |
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4. **Equity Office Properties shall be named as the Certificate Holder.**

NOTE: Original Certificates of Insurance must be provided to Equity Office Properties **before** Contractor commences work or work will not be allowed to commence.