



Rules & Regulations For Contractors

201 S. Tryon St.
Charlotte, NC 28202

I. DEFINITIONS

1. The Work - is defined as that service(s) for which the General Contractor has been retained
2. The Project - is defined as the area or premises in which the Work is to be performed
3. The Building - is defined as 201 S. Tryon
4. The Property - is defined as the property on which 201 S. Tryon is located
5. The General Contractor - is defined as the contractor that holds the contract to do the work
6. Sub-Contractor - is defined as any company contracting to perform part or all of the Work of the General Contractor
7. The Property Manager - is defined as Cushman & Wakefield US, Inc
8. The Owner - is defined as 201 South Tryon Owner, LLC and Goldman Sachs

II. GENERAL

1. These rules and regulations are set forth in an effort to standardize all Contractor operations within the South Tryon Square and to eliminate problems and answer questions before work commences if they are followed correctly. However, failure to comply with them may result in the violating Contractor's work being stopped and/or their personnel being removed from the Building. This document will be provided to and signed by the General Contractor and all sub-contractors, if any, indicating their acknowledgement and agreement to the terms contained herein. Where practicable, written notices of non-compliance may be provided to General Contractor and/or sub-contractors.
2. The General Contractor shall maintain in full force and effect at their own expense insurance policies. The insurance policies shall be effective from the start of construction and maintained during construction and with respect to products and completed operations for two (2) years after final payments have been made by Contractor. Such policy shall include a waiver of subrogation in favor of the Additional Insureds. General Contractor and all Sub-Contractors shall

provide adequate protection of work and property when work is being performed in leased spaces from loss or damage from fire, theft, personal injury hazards, etc. General Contractor and all Sub-Contractors shall submit Certificates of Insurance to Property Manager prior to the start of Work reflecting evidence of required coverages. All certificates shall provide a minimum of thirty (30) days written notice to the building owner from the insurance company prior to the cancellation of any required coverage. **The certificates shall specify that the building owner, 201 South Tryon Owner, LLC and its agents, Cushman & Wakefield US, Inc., are listed as Additional Insureds thereunder.**

3. Verify with Property Manager the availability of any in stock building materials before ordering new materials. Contractors shall provide a list of materials, new or used, that may be provided by the Building.
4. All Contractors shall provide current MSD sheets to the General Contractor and Property Manager for all materials, whether hazardous or not, used or anticipated to be used on the Project, prior to commencement of any Work and which shall be maintained on site during the entire term of the Work.
5. Contractors may be responsible for the protection or relocation of Tenant's personnel and furniture when working in occupied areas of Project if it is specified in the scope of the work. Contractors shall erect barricades or other protective devices as deemed necessary by Property Manager and/or as required by all applicable codes in order to protect tenants and property from damage and injury resulting from the Work.
6. Contractors shall be responsible for construction clean-up to include cleaning of windows, mullions and sills (interior of premises) unless notified to the contrary by the Property Manager. Where Work is being performed in occupied spaces, each contractor shall be responsible for maintaining the Premises in a neat and orderly fashion as it relates to their work with refuse being removed from the space at least daily.
7. Contractor shall be responsible for surveying the Project prior to commencing any Work and shall verify all dimensions and existing conditions that will affect or be affected by Work on this Project. Any such conditions or discrepancies shall be reported immediately to the Property Manager. Failure to notify Property Manager of any such conditions will result in Contractor being responsible for any costs relating to correcting such conditions. When reviewing an occupied space, contact Property Manager at least 48 hours prior to access so that access can be arranged.
8. Contractors shall be responsible for the conformance with all applicable codes, laws, rules and regulations of all constituted public authorities having jurisdiction and shall be responsible for procuring all building permits and inspections.

9. All materials furnished and installed under this contract shall be new, as specified or equal to specified materials, free from all defects and shall be guaranteed for a period of one (1) year from the date of lease commencement, the date such material is installed and accepted by Property Manager or Tenant or Tenant's authorization if the Work is performed for Tenant under its contract if the material is supplied by Contractor.
10. Whenever the term "or equal" is used, it shall mean equal or better products than specified as approved by the Property Manager or other authorized representative.
11. Payments to contractors on completed Work will be made within thirty (30) days after receipt of an acceptable invoice evidencing the quantity of work completed and upon confirmation that the quantity of work being invoiced has been satisfactorily completed minus a ten (10%) percent retainage on the invoice and any attendant change orders. Until the final completion of the Work, including any punchlist items, all test and balance reports have been performed and all legal documents (permits, Certificates of Occupancy, etc.), have been submitted to the Property Manager, an invoice for the amount of retainage may be submitted for final payment. Change orders, as a part of the payment application are to be adequately described and identified.
12. When submitting bids, include a detailed Project schedule and list all proposed subcontractors, which are subject to the Property Manager's or Owner's approval.
13. No bids will be accepted unless submitted on approved bid proposal worksheet specified or provided by the Property Manager, if any. Any additional information or details not provided or mentioned by Property Manager, Architect, Tenant, building codes, on the drawings or in writing should be included.
14. No asbestos or other hazardous materials products are to be used at the Property. If it is determined that an asbestos product exists (e.g., VAT, ceiling tiles, mechanical insulation, etc.), when identified by Contractor, Contractor is responsible to arrange for the proper abatement of the asbestos within all applicable codes and also to the satisfaction of the Property Manager. The Property Manager will provide proper documentation confirming that the abatement has been performed properly.
15. The General Contractor will take directions from the Property Manager or its designated representative and will be responsible to administer to the subcontractors, and, if the need arises, the Property Manager will direct the subcontractors.

III. PRE-CONSTRUCTION

1. Cover all windows blinds on vision glass and exposed to public corridors with brown paper.

2. All horizontal mini blinds are to be drawn up and covered or removed before Work begins to avoid damage and accumulation of dust. Contractors shall be responsible for replacement or miscellaneous repairs of blinds. Cover all return air grills with filters and smoke detectors. Any false fire alarms caused by Contractors due to inadequate covering of such devices shall be subject to a minimum fine of \$100 per occurrence for the first such occurrence in addition to any fines levied by the Fire Department. A second occurrence shall result in a fine of \$1,000. Additional occurrences will result in fines of \$2,500 for each such occurrence and violating Contractor may be removed from the job site.
3. Contractors shall install temporary walk off rugs, or mats at all entrances/exits to Project inside suite before Work begins to protect the common and adjacent areas of the building not under construction.
4. Contractors shall protect public corridors with runways of plywood or masonite from the freight elevator to the Project. Contractors shall protect the freight elevator doorframes from damage and shall be responsible for any damage to the public corridor and elevators.

IV. CONSTRUCTION

1. Permission must be obtained from the Property Manager prior to Contractors accessing Building central core doors (mechanical, electrical, telephone, etc.) and suite doors.
2. Contractor must obtain prior approval from the Property Manager for access to the Building after normal business hours (5:00 PM - 7:00 AM, Monday-Friday, and all day Saturdays, Sundays and holidays), no later than 3:30 PM, Monday-Friday, for security clearance for the evening or weekend. Clearance forms must be completed by all Contractors prior to the start of Work.
3. The General Contractor and subcontractors shall take directions only from the Property Manager or its designated representative. If requests are made to any Contractor by Tenants, he/she should direct any requests to the Property Manager. Change orders executed by any Contractor without proper written authorization of the Property Manager will be at the Contractor's risk and expense.
4. All Contractors shall keep a clean, safe job site throughout the duration of the Project, especially in public areas. Use sweeping compound when cleaning construction debris off floors.
5. All Contractors and subcontractors are responsible for managing any noise and work disturbance created by activity in the work area, and keeping it at a minimum. Demolition or loud work is only to be performed after regular business hours, unless pre-approved by property management, who are able to revoke the opportunity at any point in the event of noise complaints by neighboring tenants. Allowing any performance of work that could potentially be noisy or cause a disturbance is at the sole discretion of property management. Any loud or disruptive work will be terminated immediately.

6. NO radios, loud or obscene language or unnecessary noise will be tolerated.
7. All doors to work areas are to remain closed to public area at all times.
8. No storage (even temporary) of tools, equipment, materials, etc., will be permitted in public area or in mechanical, electrical, telephone or janitorial closets.
9. All Contractors must enter the building through the alley, rear entry only and use the freight elevator for hoisting.
10. Any material of "major proportion," i.e., drywall, equipment, ductwork, etc., is to be moved before 7:00 AM, after 5:30 PM, or weekends with security clearance, and scheduled beforehand with Property Manager, for which there may be an additional charge for Manager's personnel.
11. When removing construction debris through public areas, Contractors shall clean all area accessed including in and around elevator cabs, public corridors and freight elevator. All construction related debris is to be removed and deposited in dumpsters daily. Dumpsters shall be removed promptly (within 72 hours) upon completion of work or when need for them has ceased.
12. Contractors are responsible for protecting all public areas from damage to building and elevator cars, doors, floors and walls or damages will be repaired at Contractor's expense. Contractor shall be responsible for ensuring that the freight elevator is not overloaded.
13. Contractors shall NOT use tenant or building phones but shall make provision for its own telephone service.
14. Contractors shall not be permitted to use any building tools, materials or equipment or property not its own without the prior written consent of the Property Manager.
15. No parking will be permitted in the shipping and receiving area unless provided by the Property Manager. Shipping and Receiving area is for active loading/unloading only. Violation of any rules and regulations controlling the parking promulgated by the Property Manager may result in contractor being prohibited from parking in the garage or on the lot.
16. Turn off all lights and other utilities at the Project when there is no work in progress.
17. 201 S. TRYON IS A SMOKE-FREE WORKPLACE. SMOKING IN THE BUILDING IS EXPRESSLY PROHIBITED AND ANY VIOLATIONS OF THIS REGULATION WILL RESULT IN CONTRACTOR AND/OR ITS EMPLOYEES BEING REMOVED FROM THE BUILDING. Smoking is permitted only in areas outside the building designated by the Property Manager.

18. All workmen must be fully and properly clothed (contractors shall comply with all OSHA and other government standards) at all times while in or around the Building.
19. Eating and break areas are restricted to areas designated by the Property Manager. There shall be no eating or breaks in the Building's common areas.
20. All organic debris, including food and drink containers must be removed from the Project daily. 201 S Tryon does not own or have exclusive rights to the alleyway behind the building, therefore cannot authorize or allow dumpsters to be placed in that area. Daily trash removal from the building is required and must be arranged and managed by the General Contractor. Under no condition should trash or debris, not actively being removed, be left in the dock area, alley or on the property at any time as to maintain a clean and safe environment.
21. Restrooms for construction personnel will be restricted to the floor on which the Project is in progress, if available, or where designated by the Property Manager. Please be considerate and clean. During the building renovation process, restrooms are limited to those on the floor where the General Contractor's office is located and General Contractor shall be responsible for their supplies and maintenance.
22. The General Contractor and all subcontractors shall employ professional construction personnel on the Property who shall maintain appropriate union membership, as may be required by Property Manager, so as to not cause any work conflict with any other trades working in the building. Any violations, misconduct or improper execution of Work may, at the discretion of Property Manager, be cause for removal of Contractor's personnel from the Project and for the Contractor to be permanently barred from the Property.
23. All Contractor personnel are required to sign in and out at the General Contractor's office each day prior to starting work and at the end of each shift.
24. Workmen shall not deface any wall, ceiling, floor, fixture or furnishing on the Project or Building or the Property.
25. Contractors shall be responsible for all damage done to the Property or the Building by any of its personnel or Subcontractors. Any damage shall be reported immediately to Property Manager and corrected by Contractor in a timely manner acceptable to Property Manager. Failure to make such repairs in a timely or acceptable manner may result in Property Manager performing such repairs at contractor's expense.
26. ALL CONTRACTOR PERSONNEL MUST USE THE FREIGHT ELEVATOR AT ALL TIMES UNLESS PERMITTED BY PROPERTY MANAGER TO USE OTHER ELEVATORS.

27. Property Manager must be notified in writing at least 48 hours in advance of any Work that requires a Contractor to enter a tenant suite other than the Project so that approval for such entry may be obtained from that tenant. The contractor shall be liable for any damage to the tenant suite including, but not limited to, any of its furnishing and fixtures resulting from the Work done. Upon completion of the Work or before the beginning of the next business day, the tenant suite shall be restored to its prior condition.
- 28. Property Manager must be notified at least 10 days in advance of any Work that requires shutting down or affecting the operation of any building system (HVAC, electrical, water, fire alarm or suppression system, etc.). This Work may not be done during normal Building operating hours.**
29. Contractors shall be required to complete the appropriate forms requesting permission to shut off sprinkler or fire alarm systems, electricity panels or telephone lines, perform open flame or welding projects, core drilling, etc.
30. There must be a superintendent or project manager available onsite at all times, any time there is work occurring by vendors subcontractors. It is the responsibility of the site superintendent or construction project manager to monitor and supervise the behavior and workmanship of all subs and vendors related to the project, and make sure that they are adhering to the building's protocols and Rules & Regulations. Property management reserves the right to stop any ongoing work being performed without a superintendent or project manager onsite who has not given prior notification of his absence.
31. General coordination meetings with Property Manager with General Contractor to document and distribute copies of agendas and minutes to Property Manager.

V. POST CONSTRUCTION

1. Catalog, transmit, stack and store excess materials to be retained by Building Management in the area designated by Property Manager.
2. Properly catalog, tag, transmit and store excess tenant wallcoverings, paints, carpets, base, floor tiles, etc. with Tenant.
3. Upon completion of Project, the General Contractor shall provide copies of all contractors' warranties, operating manuals, certificates of occupancy, shop manuals, submittals, permits, equipment and approved sets of drawing to Property Manager.
4. The General Contractor shall provide Property Manager with "as-built" drawings, both paper and electronic, for the Project. The "as-built" drawings shall indicate all revisions to the Building

systems (HVAC, electrical, plumbing, fire protection, structural, architectural modifications, etc.) as well as a description of the Project.

VI. DEMOLITION

1. The General Contractor shall notify the Building Manger whenever life safety devices are disconnected, completing the appropriate form prior to the commencement of any Work. Work affecting the Building life safety and egress systems must be coordinated with Property Manager.
2. Contractors shall remove all abandoned cables, wiring, piping, etc., from Project prior to commencing new construction work, as directed by Property Manager. Confirm there are no exposed live wires and cap all identifiable abandoned/unused pipes.
3. Debris may not be stockpiled on the floor. Debris must be removed from the Building at least daily or more often as may be required to maintain a neat and orderly appearance of the work area at all times.
4. All construction materials, finish materials, fixtures, etc., in the Project are the property of the Building. At no time shall any construction materials, finish materials, fixtures, etc., be removed from the Property without the prior approval of Property Manager. Property removal forms must be completed and submitted for the Property Manager's approval prior to removal of any building property.
5. Temperature sensors and/or thermostats are controlled by Property Manager's personnel ONLY. Contractor's personnel are expressly prohibited from adjusting or changing any settings and shall protect such devices so that they are not damaged or abused. When demolishing/constructing a Project, the General Contractor will be responsible for ensuring that the operation of the thermostat is not interrupted or otherwise adversely affected. At no time shall a temperature sensor or thermostat be removed without the prior approval of Property Manager unless such removal or relocation is part of the approved Work. The General Contractor will be responsible for any damage to or loss of temperature sensors or thermostats. Unless otherwise instructed by Property Manager, contractors shall keep all building windows and doors dosed at all times and shall cover and protect all return air diffusers and smoke detectors.

I hereby certify that I have read and understand the above Contractor's Rules and Regulations and agree to comply with them.

CONTRACTOR (Print)

ITS DULY AUTHORIZED REPRESENTATIVE (Print)

TITLE

SIGNATURE

DATE