



Rules & Regulations For Service Providers

201 S. Tryon St.
Charlotte, NC 28202

I. DEFINITIONS

1. The Work - is defined as that service(s) for which the Service Provider 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 Service Provider - 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 Service Provider
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 Service Provider operations within The Project 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 Service Provider's work being stopped and/or their personnel being removed from the Building. This document will be provided to and signed by the Service Provider 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 Service Provider and/or sub-contractors.
2. The Service Provider shall maintain in full force and effect at their own expense insurance policies. The insurance policies shall be effective from the start of service and maintained during the service period 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. Service Provider and all Sub-Contractors shall provide

adequate protection of work and property when work is being performed in The Project from loss or damage from fire, theft, personal injury hazards, etc. Service Provider and all Sub-Contractors shall submit Certificates of Insurance to Property Manager prior to the start of Service 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. All Service Providers shall provide current MSD sheets to the Property Manager for all materials, whether hazardous or not, used or anticipated to be used on the Project, prior to commencement of any Service and which shall be maintained on site during the entire term of the Service.
4. Service Providers 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 Service.
5. Where Service is being performed in occupied spaces, each Service Provider shall be responsible for maintaining the Premises in a neat and orderly fashion as it relates to their Service.
6. Service Provider shall be responsible for surveying the Project prior to commencing any Service and shall verify all dimensions and existing conditions that will affect or be affected by Service 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 Service Provider 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.
7. Service Provider 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 as warranted.
8. 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.
9. No hazardous materials products are to be used at the Property.

10. The Service Provider 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.

IV. SERVICE

1. Permission must be obtained from the Property Manager prior to Service Providers accessing Building central core doors (mechanical, electrical, telephone, etc.) and suite doors.
2. Service Providers 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 *unless* part of the regularly recurring service.
3. The Service Provider and subcontractors shall take directions only from the Property Manager or its designated representative. If requests are made to any Service Provider by Tenants, he/she should direct any requests to the Property Manager. Special requests executed by any Service Provider without proper written authorization of the Property Manager will be at the Service Provider's risk and expense.
4. No storage (even temporary) of tools, equipment, materials, etc., will be permitted in public area or in mechanical, electrical, telephone or janitorial closets without prior approval of the Property Manager.
5. All Service Providers must enter the building through the alley, rear entry only and use the freight elevator for hoisting.
6. Service Providers are responsible for protecting all public areas from damage to building and elevator cars, doors, floors and walls or damages will be repaired at Service Provider's expense. Service Provider shall be responsible for ensuring that the freight elevator is not overloaded.
7. Service Provider's shall NOT use tenant or building phones but shall make provision for its own telephone service.
8. Service Providers 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.

9. 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.
10. Turn off all lights and other utilities at the Project when there is no service in progress.
11. NO radios, loud or obscene language or unnecessary noise will be tolerated.
12. 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.
13. All employees and/or subcontractors must be fully and properly clothed (Service Providers shall comply with all OSHA and other government standards) at all times while in or around the Building.
14. 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.
15. All organic debris, including food and drink containers must be removed from the Project daily and deposited in dumpsters placed in the alley by contractor.
16. Restrooms for service personnel will be restricted to the floor on which the service is in progress, if available, or where designated by the Property Manager. Please be considerate and clean.
17. The Service Provider and all subcontractors shall employ professional service 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.
18. All service personnel are required to sign in and out at the Security Desk each day prior to starting work and at the end of each shift.
19. Service personnel shall not deface any wall, ceiling, floor, fixture or furnishing on the Project or Building or the Property.

20. Service Provider 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.
21. ALL SERVICE PERSONNEL MUST USE THE FREIGHT ELEVATOR AT ALL TIMES UNLESS PERMITTED BY PROPERTY MANAGER TO USE OTHER ELEVATORS.
22. Property Manager must be notified in writing at least 48 hours in advance of any Work that requires a Service Provider 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.
- 23. 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.**
24. Service Providers 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.

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

SERVICE PROVIDER (Print)

ITS DULY AUTHORIZED REPRESENTATIVE (Print)

TITLE

SIGNATURE

DATE