

CONTRACTOR'S RULES & REGULATIONS

1.PROTECTION OF NON-CONSTRUCTION AREAS - The Contractor shall protect all walls, floors, carpet, furniture and fixtures and shall repair or replace damaged property without cost to the owner. Masonite (or plywood) must be placed as a walkway on the public corridors from freight elevator to the construction site and to the Public Restrooms to protect the carpet from drywall dust, etc. Common area carpet protection is to be removed daily and the carpet vacuumed daily.

2.BLINDS & DRAPERIES - During construction, Contractor shall raise venetian blinds and protect existing draperies so as not to damage them.

3.TRASH & DEBRIS - Contractors will remove their trash and debris daily or as often as necessary to maintain cleanliness in the Building. Contractor will coordinate dumpster placements and timing with Building Manager. The building trash containers are not to be used for construction debris. Contractors shall be responsible for daily removal of waste foods, milk and soft drink containers, etc. to trash room. Failure to properly clean-up debris will necessitate a cleaning charge of \$100/day to Client and Contractor.

4.WORK SCHEDULES - The Building Manager will be notified of all work schedules for all workmen on the job and will be notified, in writing, of names of those who may be working in the Building before or after standard building operating hours as set forth in the Lease Agreement. Building Manager shall be provided with names and phone numbers of sub-contractors.

5.ELEVATORS - Elevators shall not be used for moving materials during the hours of 8:00 a.m. to 9:30 a.m., 11:30 a.m. to 1:00 p.m., and 4:30 p.m. to 6:00 p.m. The designated freight elevator is the only elevator to be used for moving materials and construction personnel and shall be properly protected with temporary plywood wall protection or elevator pads.

6.UTILITY LINES - Before any drilling, core boring or other structural work is performed, the Contractors will verify the locations of the Building's utility lines so as not to damage them. Contractors are urged to take all possible precautions to protect utility lines.

7.CORE DRILLING - Under no circumstances shall any core drilling occur on the Premises without prior written consent from the Manager. Prior to any core drilling, x-ray of floor area to identify locations of post tension cables shall be required.

8.UTILITIES - No utilities (electric, water, gas or oil) or services to Clients are to be cut off or interrupted without first having requested, in writing, and secured, in writing, the permission of the Building Manager. All electrical or plumbing tie-ins or shutdowns will be scheduled in advance, with a minimum of 48 hours notice, with the Building management.

9.NOTICES - In the event Contractor's work shall require electrical, plumbing or sprinkler system shutdown or fire alarm tie-in Building management requires the right to prohibit such during Building hours. Further, Management requires the right to specific after-hours times when such work may be performed, arrange for the Building Engineer to be present, and may charge Contractor for overtime cost for such engineering time.

10.OPERATING HOURS - No work is to be performed during standard Building operating hours that will disturb or inconvenience other occupants of the Building without the written permission of the Owner's agent (this includes work creating noise or odor). All work involving drilling or coring of concrete will only be allowed prior to 8:00 a.m. and after 8:00 p.m. Monday through Friday, and prior to 8:00 a.m. and after 1:00 p.m. on Saturday unless approved in advance. X-ray work may require special scheduling.

11.KEYS - Whenever it is deemed necessary by the Building Management to temporarily issue any key to the Contractor, the Contractor will be responsible for controlling possession and use of same until returned daily to the issuing party.

12.SECURITY - Contractor will be responsible for relocking any areas made available for necessary access whenever that area(s) is unattended, and also when work or work hours are completed. Contractors are responsible for the security of their own job site at all times. Should the Contractor require to work on an overtime basis in an area that is open to the Building and unsecured, the Contractor shall provide security through the owner's security agent and shall reimburse the owner for such time that is utilized during the overtime period. If double shifts are performed and such shifts go beyond the normal working hours of the security personnel (10:00 p.m.) then the Contractor shall also make arrangements with the Building Management to provide security during these hours and shall also reimburse the Building Management for this time incurred. All costs of the provision of security personnel will be borne by the Contractor.

13.SAFETY - Contractors shall be extremely cognizant of all life safety issues and shall provide a list of emergency contacts in the event that a representative of the Contractor's organization must be contacted after hours. In addition to this contact list, Contractors shall provide fire extinguishers in accordance with local codes and such fire extinguishers shall be mounted in a visible area marked properly. Contractors shall comply with all OSHA regulations as well as all federal, state and district codes relating to workers' safety. The Contractor shall review the job site and the job organization for total compliance to these rules and regulations on a weekly basis and provide a report to the owner that such review has been performed and any infractions that were observed during this review. MSDS sheets will be provided by the Contractor for all materials used on the Contractor.

14.LIFE SAFETY DEVICES - Contractor, under no circumstances, will be allowed to disconnect, tamper with, delete, obstruct, relocate or add-on any life safety, fire detection, notification suppression unit or devices as indicated on the drawings approved by the Fire Department Authority having jurisdiction. In the event Contractor's work shall require electrical, plumbing or sprinkler system shutdown or fire alarm tie-in, Building Management requires the right to prohibit such during Building hours. Further, Building Management requires the right to specific after-hours times when such work may be performed, arrange for the Building Engineer to be present, and may charge Contractor for overtime cost for such engineering time.

15.ACCIDENTAL ALARM - Contractor shall take all necessary precautions to prevent accidental alarm of automatic fire system devices (smoke and/or heat detectors), etc. Before any unit or device is temporarily incapacitated, the Building Engineer shall be advised to allow notification of the Fire Department and then the device shall be red-tagged "Out of Service." Every effort must be made to reactivate "Out of Service" devices as soon as possible. Any Contractor who repeatedly sets off a Building fire or security alarm will be assessed \$500 per incident.

16.ENGINEERING OVERTIME - Should the Contractor perform any work which, in the sole estimation of Building Manager, requires the Building Engineer to be on duty during non-standard working hours, Client shall be responsible for cost of such services at the rate of \$_____ an hour, with a minimum charge for four (4) hours. Such charge shall be payable by Client and Contractor.

17.POSTING OF RULES AND REGULATIONS - A copy of these rules and regulations, acknowledged and accepted by the General Contractor, must be posted on the job site in a manner allowing easy access by all workers. It is the Contractor's responsibility to instruct all workers, including subcontractors, to familiarize themselves with these rules.

18.SIGNAGE - Contractor or subcontractor signage may not be displayed in the Building common areas or any of the window glass.

19.HOUSEKEEPING - Daily cleaning is to be performed in the work area before leaving the Premises,

including but not limited to the clean up of (vacuuming of) floor covering, exposed surfaces, janitors closet and any other affected areas. Workmen are to use only restroom facilities designated by Building Management and will maintain the single restroom in an acceptable fashion. Materials and/or supplies which must remain on the Premises over night are to be consolidated daily and stored in a discreet location out of Client view if possible. If Building staff designates a better location for storage than originally chosen, the Contractor is to have materials relocated.

20.PARKING - Parking in the loading dock by the Contractors and/or their personnel is strictly prohibited.

21.FREIGHT ELEVATORS - All construction materials/tools are to be transported on the freight elevator only. Freight elevator may not be used from 8:00 a.m. - 9:30 a.m., 11:30 a.m. to 1:00 p.m., and 4:30 to 6:00 p.m. Any deliveries requiring more than one trip will have to be scheduled in advance through Building Management. Under no circumstances are the passenger elevators to be used.

22.SUPERVISION - There will be a person of authority (supervisor) on the job at all times who will always be accessible to Building Management.

23.RADIOS - No radios will be permitted to be played in common areas (including hallways, restrooms, stairwells). Radios will only be permitted to be played in enclosed office space and at a low volume.

24.CONDUCT - While workmen are in the Building, they will conduct themselves in a quiet and efficient manner and demonstrate courtesy to Clients and staff. Proper attire must be worn at all times including shoes and shirts; no cutoff shirts or ragged clothes will be permitted at any time. Workmen are not to congregate in any public area for lunch or for reasons other than work. Noon break is to be taken away from access and egress areas of the Building. All lunch trash is to be properly disposed of by the workmen.

25.EXTERIOR APPEARANCE - The Contractor shall paper all exterior windows to avoid viewing such areas from any side of the Building exterior. This paper shall remain in good condition until approval is issued to remove.

26.SMOKING - Smoking is not permitted inside any area of the Building. The workmen will take care of properly extinguishing and place used smoking materials in the ash trays outside of the Building.

27.ACCESS - Wherever possible no vendors or materials are to block loading dock or elevator access on any floor or to block restrooms, stairwells or suite access. Work materials may not obstruct access way for Clients. Building materials may not be brought into the Building through the lobbies or stored in the lobbies or corridors at any time.

28.CABLING - Abandoned telephone or data cabling shall be removed from the ceiling and any new communication cabling must be separately supported from the slab above, and not hanging from ceiling supports.

29.OUTLETS - Electrical outlets being abandoned shall have the BX removed to junction box or the panel.

30. Any significant breach of guidelines by a Contractor which adversely affects a Client, or embarrasses the Owner's agents, cannot be allowed. Gross negligence in this case will be cause for dismissal from the Premises. The contracting company may also be expelled from the Building for repeated disregard for the aforementioned instructions.

Rules and Regulations for Alterations

A. Prior to Commencing Construction

1. Plans. Submit plans and specifications (or other descriptions reasonably acceptable to Landlord) of the proposed Alterations to Landlord for its review and written approval. If Landlord raises any issues as a result of its review of the submitted plans and specifications, these issues must be resolved to Landlord's reasonable satisfaction. Alterations to structural components of the Building shall be reviewed and approved in Landlord's sole and absolute discretion and non-structural changes shall be approved at Landlord's discretion, which shall not be unreasonably withheld, conditioned or delayed. Once approved, no changes, amendments or additions to the plans and specifications may be made without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
2. Contractors. The general contractor, contractors and subcontractors selected by Client must be approved by Landlord; such approval shall not be unreasonably withheld, conditioned or delayed. Provisions must be made for all contractors, laborers and materialmen to provide written lien waivers related to the approved Alterations.
3. Insurance. The general contractor, contractors and subcontractors selected by Client must provide certificates of insurance evidencing the coverage shown below prior to beginning any work on the approved Alterations. This coverage must be maintained in full force and effect until such time as the approved Alterations are fully completed. Any delay by Client in causing these certificates to be provided will result in a delay in the commencement of the approved Alterations.
4. Permits. Client must obtain all required permits (APermits@) and furnish copies thereof to Landlord.
5. Coordination. Client shall contact Landlord's Property Manager to arrange a pre-construction meeting and walk-through with the Client's contractor. During this walk-through these Rules and Regulations, hours of operation and access will be reviewed and areas of the Building (e.g. lobby floors and walls, elevators, electrical closets and doors) will be inspected. These areas will be inspected after completion of the approved Alterations to determine whether or no any damage has occurred thereto. Any damage will be repaired to Landlord's reasonable satisfaction.

B. During Construction

1. Compliance. All work on the approved Alterations shall, at all times, comply with laws, rules, orders and regulations of all applicable governmental authorities and insurance bodies and the Permits.
2. Schedule. If requested, construction work schedules must be filed with the Property Manager. Contractors must check in each day with the designated Building engineer. The Property Manager must be notified, in writing, of the names of any persons working on the approved Alterations who may be working in the Building after the normal business hours.
3. Coordination. Twenty-four (24) hour advance written notice must be provided to the Property Manager:
 - (a) before commencing any and all work which may cause disruption to other Clients or interruption to the Building's systems and the Property Manager may require that work deemed inappropriate to be conducted during normal business hours be done after hours; or,
 - (b) if access to utility rooms or the roof will be necessary (anyone on the roof must be escorted by property management at all times); or,

- (c) if the fire panel is to be taken out of service; or,
- (d) if there is to be any interruption to any Building system or utility; or,
- (e) if cranes are to be placed on the property; or,
- (f) if a window is to be removed for the delivery of drywall or any other large item; or,
- (g) if there is to be a delivery after normal business hours.

4. Material Delivery and Storage. All deliveries are to come through the loading and service areas of the Building. All construction materials, tools and trash are to be transferred to and from the construction floor via the freight elevator or stairs. At no time may the passenger elevators be used to move materials, tools or trash. Client and its contractor shall be responsible for (i) protecting the freight elevator to the satisfaction of the Property Manager, and (ii) observing the load limits for the freight elevator and (iii) any damages due to improper use or overloading of the freight elevator. Use of the freight elevator shall be scheduled in advance with the security guard and the contractor may be required to share the freight elevator with the cleaning crew. Materials must be immediately placed in the Client's Leased Premises and may not be stored in any of the Building's Common Areas.

5. Damage. Client and its contractors shall be responsible for any damage to the Building or the Building systems caused by or arising out of the making of the approved Alterations and shall promptly repair it to the reasonable satisfaction of Landlord. Precautions to minimize damage to the Common Areas of the Building should be taken including protection of doors, carpets, elevator cabs and hallways. Masonite must be placed on the floors of any public corridor to protect the floor covering. In Common Areas with carpeting, the floor protection is to be removed and the carpet vacuumed daily. If the approved Alteration will involve drywall sanding or other dust producing activities, all air and smoke detectors must be covered during drywall sanding or other dust producing activities. The contractor must provide sufficient fire extinguishers at all times.

6. Trash. Regular Building dumpsters are not to be used for construction debris without the prior approval of property management. Client and its contractor(s) are responsible for ensuring that all trash is placed properly within a separate construction dumpster and for clearing, on a daily basis, the Common Areas and exterior of the Building of all chutes are to be approved by property management prior to beginning the approved Alterations. The dumpster shall be placed on plywood to protect any travel/parking areas.

7. Miscellaneous. The Landlord shall designate parking areas available for contractors. No vehicles of any contractor or subcontractor are to block service areas or any dumpster at any time. There is to be no smoking in the Building and the volume of all radios shall be kept at a level that will not be audible to other Clients in the Building. No contractor or subcontractor may display any signage on the Building, in the Building Common Areas or on any of the window glass without the prior written consent of the Property Manager.

C. After Completion

1. Coordination. A re-inspection of the lobby floor and walls, doors, electrical closets and any other areas impacted by the approved Alterations shall be made by the Property Manager to determine whether any construction damage has occurred or any clean-up is required.

2. Plans. Client shall provide Landlord with:

(a) one (1) copy of the as-built architectural, plumbing, electrical and mechanical condition of the Leased Premises each signed and stamped by a licensed architect or engineer; and,

(b) complete specifications for the approved Alterations, including shop drawings and cut sheets for all new equipment and a detailed description of all finishes actually installed; and,

(c) two (2) copies of operations and maintenance information for all new equipment and an air balance report in a format reasonably acceptable to Landlord.

3. Permits. Client will obtain a final Occupancy Permit from the applicable governmental authority and will provide Landlord with a copy thereof.

4. Contractor. A final waiver and release of liens shall be provided from the general contractor and major subcontractors upon completion of the approved Alterations.

MINIMUM REQUIRED INSURANCE FOR CONTRACTORS AND SUBCONTRACTORS

Contractor shall furnish Manager copies of all insurance policies required to be maintained hereunder, and/or certificates of insurance evidencing the existence of such insurance, appropriately endorsed for contractual liability, with Owner and Manager named as Additional Insureds thereunder, in amounts not less than the following:

A. Comprehensive General Liability: In an amount not less than \$2,000,000.00 for injury or death in any one occurrence, and property damage insurance in the amount of not less than \$1,000,000.00 for any occurrence.

B. Worker's Compensation: In an amount not less than that required to be carried by Contractor or its subcontractors and agents pursuant to and as established by the laws, statutes and regulations of the State of Maryland.

C. Automobile - Transportation Insurance: In an amount not less than the general liability coverage required pursuant to Subsection A, above, covering liabilities for injuries to and accidental death of persons other than Contractor by motor vehicles owned, rented, or leased by Contractor, its employees, subcontracts or agents and operated in any manner connected with the performance of the Work described in this Contract, and claims for property damage which may arise from the operation of such motor vehicles by such parties in any manner connected with the performance of the Work described in this Contract.

Large or complex approved Alterations may require that the contractors provide insurance in excess of these minimum required levels

Notice of Cancellation

Certificate must provide that such insurance shall not be cancelled or modified without at least 30 days written notice to each named insured

Additional Named Insureds

TFO Reva Meritage Rockspring Property, LLC
LPC Commercial Services, Inc.
Lincoln Property Company
Meritage Properties, LLC

Certificate Holder

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c/o Lincoln Property Company
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