

EXHIBIT B-6

BLAIR OFFICE BUILDING 8380 COLESVILLE ROAD, SILVER SPRING, MD

RULES AND REGULATIONS GOVERNING WORK BY TENANT CONTRACTOR IN THE BUILDING

The Tenant Contractor and its subcontractors shall be immediately advised of the following Building rules and Regulations concerning their proper conduct within and about the Building. It is the Tenant and Tenant Contractors responsibility to ensure all construction personnel read, understand and comply with the following Rules and Regulations, as the same may be amended from time to time by Landlord/Building Management.

The Landlord/Building Management and/or its Brokers may, at any time, conduct tours of the building which might include areas under construction. It is important for all Tenants and Tenant Contractors to be aware of this and maintain a construction project site in a safe, neat & orderly fashion at all times. More details of the Landlord/Building Management expectations are included herein:

1. Prior to the start of construction, the Tenant and Tenant's Contractor must:
 - a. Coordinate and attend a pre-construction meeting on-site with subcontractors, the Landlord and Building Management.
 - b. Provide a start-up package to the Landlord/Building Management to include the following:
 - i. Project contact list to include all subcontractors, suppliers, etc. and an emergency contact for after hours.
 - ii. Certificate of Insurance with proper insurance amounts indicated per the Lease.
 - iii. Copy of the Building Permit
 - iv. Project Schedule
 - v. Copy of approved Indoor Air Quality Management Plan
 - vi. Copy of approved Construction Waste Management Plan
 - vii. Copy of the LEED Score Card from the Design & Construction Team.
2. Building Management reserves the right to inspect work; temporarily stop work and/or have a worker removed from the site at any time during the performance of work by Tenant Contractor. Building Management will immediately notify Tenant of such action.
3. All suite entry door locks must be keyed to the Building Master at Tenants sole cost and expense.
4. Supplemental AC units and hot water heaters must rest in suitable pans and be hard-piped to the nearest open drain. Such installation must conform to all applicable state and local codes.

5. **Supervision:**

- a. A Superintendent, employed by the Tenant Contractor, must be on-site at all times while Tenant improvement Work is being performed in the Building and while deliveries are being made.

6. **Regulatory Requirements**

- a. Tenant Contractor and all subcontractors must be properly licensed to conduct business in the State of Maryland.
- b. Tenant Contractor must comply at all times with all applicable laws; ordinances; building codes; health and safety regulations; and, other laws.
- c. The Tenant is responsible for obtaining and paying for the building permit for Tenant Improvement Work. All trade permits are the responsibility of Tenant and Tenant's Contractor. No Tenant Improvement Work is to proceed without the required permits.
- d. Tenant Contractor must keep a working fire extinguisher on-site at all times – in a visible location.

7. **Green Lease Requirements: Exhibit B-4**

- a. As an occupant of The Tower Building, Tenant has agreed that all Tenant spaces will comply with the requirements set forth in Exhibit B-4 and as detailed by the most current version of the U.S. Green Building Council's LEED Reference Guide for Green Interior Design and Construction ("LEED CI"). As set forth in Exhibit B-4, Tenant and Tenant Contractor (and all subcontractors) shall be required to provide documentation illustrating achievement of all prerequisites and credits as listed in Appendix C of Exhibit B-4. This documentation must be provided regardless of whether or not a Tenant is attempting LEED Certification. A checklist may be obtained by visiting the web address of the USGBC (www.usgbc.org/leed). Tenant, Tenant's design team, Tenant Contractor and all subcontractors are fully responsible for ensuring that Exhibit B-4 is closely followed to comply with the LEED-CI requirements. (All references in this Exhibit to the "Tenant Contractor" shall include, where appropriate, subcontractors, material suppliers, delivery persons and consultants).
- b. Tenant Contractor shall acknowledge that this Building is certified pursuant to the U.S. EPA's Energy Star® Portfolio Manager and the U.S. Green Building Council's LEED for Existing Buildings ("LEED EBOM") rating system and continuously operated to meet LEED EBOM standards. As set forth in Exhibit B-4, all construction and maintenance methods and procedures, material purchases, and disposal of waste must be in compliance with the minimum green building standards and specifications as defined in the most current version of the U.S. Green Building Council's LEED Reference Guide for Green Building Operations and Maintenance. This includes, but is not limited to, an approved contractor Construction Waste Management Plan and Construction Indoor Air Quality Plan.

- c. Tenant Contractor agrees to install, calibrate, operate and commission fundamental Building elements and systems as intended so they can deliver functional and efficient performance and utilize the Building's energy management system.

All energy-related improvements must be reviewed and approved by the Building's Director of Engineering and/or Sustainability Department

- d. Purchasing: Tenant Contractor must comply with the requirements set forth in Exhibit B-4 and as described above in item "b".
- e. Construction Waste Management: As set forth in Exhibit B-4, Appendix A, any and all existing building materials removed and not reused in the construction of the Leased Premises shall be recycled by Tenant Contractor based upon an approved Construction Waste Management Plan.
- f. Indoor Air Quality: Tenant Contractor must maintain MERV 8 air filters on all mechanical equipment, return air ducts and/or plenums (base building or tenant) associated with the Tenant work. New MERV 13 filters must be installed upon completion of the Tenant Improvements.

Tenant Contractor must confirm that all filter media installed at return air ducts and/or plenum openings during construction are removed upon project completion, pursuant to Exhibit B-4.

- g. Cleaning: Tenant Contractor is responsible for final construction cleaning prior to Tenant Occupancy. Tenant Contractor must comply with the Green Building Cleaning Policy, pursuant to Exhibit B-4.

8. Base Building, Pre-existing, Conditions

- a. Tenant Contractor will create a list that will itemize any unacceptable existing conditions on the floor (including Leased Premises and public areas) prior to commencement of the Tenant Improvement Work. This list will be reviewed by Landlord/Building Management prior to commencement of Tenant Improvement Work in the Leased Premises. Once the Tenant Contractor commences work, they become responsible for the condition of the space and adjoining public areas with the exception of the aforementioned items. Any or all subsequent damage to the existing work that may occur after the Tenant Contractor commences work is the responsibility of the Tenant Contractor and must be restored to the condition that it was in prior to the commencement of the Tenant Improvement Work.

9. Loading Dock and Service/Freight Elevator – Deliveries & Maintenance

- a. All material deliveries shall be made through the loading dock & service/freight elevator. At no time will material be transported through the Building lobby or any public area unless specifically authorized by Building Management.

- b. Tenant Contractor is responsible for protecting the loading dock, common corridor & service/freight elevator finishes if protection is not already installed. In the event protection is already in place, Tenant Contractor shall be responsible for maintaining the previously installed protection.
- c. Tenant Contractor must schedule the loading dock and service/freight elevator through Building Management.
- d. Tenant Contractor may be required to share use of the loading dock and service/freight elevator even during a scheduled time if Building Management deems it necessary.
- e. The available hours for Tenant Contractor use of the freight elevator are:
 - 06:00 pm – 06:00 am (overnight)
 - 10:00 am – 12:00 pm
 - 01:30 pm – 04:30 pm
- f. No construction vehicles are permitted to block access to the loading dock. All violators will be towed at the vehicle owner's expense.
- g. Landlord/Building Management reserve the right to have the base building elevator maintenance company inspect the service/freight elevator shaft, periodically, and clean/repair as needed. If cleaning and/or repair is found to be required due to construction activities taking place at that time, costs will be passed on and become the responsibility of the Tenant and Tenant Contractor.

10. **Building Hours**

- a. 06:00 am to 06:00 pm, Monday through Friday.
- b. A Building Engineer must be on-site at all times while work is being performed in the Building. During regular building hours there will be no charge for the Building Engineer's time. Coverage outside of these hours (overtime) must be requested with a minimum 48 hours notice and approved, in advance, by the Landlord/Building Management. Overtime, hourly rates, established by the Landlord/Building Management will be charged to the Tenant.
- c. Industry standard, normal, working hours for construction will be confirmed/coordinated between the Tenant Contractor and Building Management at the preconstruction meeting and reconfirmed/coordinated at periodic coordination meetings held on-site with the Tenant Contractor.
- d. All work known to create loud noise, heavy vibration or odor must be scheduled before or after **Regular Business Hours** (08:00 am – 06:00 pm). Hammer drilling may not be performed during Regular Business Hours. Building Management will work with tenant Contractor on a case-by-case basis to accommodate schedules that may require disruptive work to take place during Regular Business Hours.

Building Management will notify Tenant Contractor of complaints received from Building Tenants regarding disruptive work taking place during Regular Business

Hours. Tenant Contractor may be required to cease immediately & reschedule this work for non-business hours.

11. Temporary Protection

- a. Tenant Contractor is required to meet with Building Management prior to placing any protective materials to verify that Tenant Contractor's approach is acceptable to the Landlord/Building Management.
- b. Protection of common area finishes, including core doors and frames, service corridors and elevators shall be the responsibility of the Tenant Contractor. All protection placed in common areas must be placed daily and removed at the end of the work day. Walk-off, sticky-mats are required at all suite entrances/exits and must be replaced, as needed, to keep dust/debris from tracking through the building.
- c. Protection of interior finishes including, but not limited to, perimeter mullions; perimeter fan coil units; existing HVAC equipment; windowsills and blinds must be placed and maintained at all times throughout the project.
- d. In the event protection is already in place (i.e., window blinds, freight elevator), Tenant Contractor shall maintain such existing protection. Any protection which is damaged must be replaced immediately. If repairs are not made in a timely manner, Building Management reserves the right to have repairs made at Tenant and/or Tenant Contractors expense.

12. Power and Temporary Lighting

- a. Building Management will furnish sufficient 120-volt or 240-volt power for the construction and installation of Tenant improvements. The Tenant shall be responsible for the cost of all other utility consumption relating to the Tenant Improvement Work.
- b. Extension cords connected to common area outlets is prohibited for use within a demised Leased Premises. If additional power is required, Tenant Contractor must notify Building Management.
- c. Tenant Contractor shall be responsible for providing and maintaining adequate temporary lighting, as required, to complete the Tenant Improvement Work to an acceptable level of quality. Compact fluorescent/energy efficient lamps must be used in all temporary lighting (no incandescent lamps).
- d. All temporary and permanent lighting (with the exception of emergency lighting) must be turned off daily.

13. **Base Building Contractors:**

- a. Tenant Contractor is required to contract with the following Base Building Contractor for programming of any/all new fire/life safety devices/equipment in order to maintain the Base Building Warranties:
 - i. Fire/Life Safety SimplexGrinnell

14. **Structural Requirements**

- a. All Slab Penetrations/Core Drills must be x-rayed/GPR Scanned in advance and submitted to the Base Building Structural Engineer, SK&A Associates, PA, for approval. This approval must be submitted to the Landlord for record prior to proceeding with the work.

15. **Building Systems** (Mechanical/Electrical/Plumbing/Sprinkler/Fire Alarm)

- a. Tenant Contractor must notify Building Management in advance (minimum 48 hours) for all sprinkler work and/or any adjustments, corrections or extensions to the Building fire alarm system. Tenant and/or Tenant Contractor will be responsible for Building Management Overtime costs if work must be performed off-hours.
- b. Tenant Contractor is to take precautions to prevent the accidental tripping of the fire alarm system. Tenant Contractor must coordinate with Building Management to have any fire protection service (i.e., alarm, sprinkler, monitoring devices, etc.) removed from service. All fire protection services must be returned to service at the end of each business day or immediately upon completion of work, if prior to the end of the business day. If adequate fire monitoring and suppression cannot be maintained, a fire watch will be maintained at Tenant Contractor's expense.
- c. Tenant Contractor and its subcontractors are not permitted to render any building security device inoperable without authorization from Building Management.
- d. Bagging of existing smoke detectors must be coordinated with Building Management as needed and on a day-to-day basis.

16. **Building Access and Interior Space Access**

- a. Tenant Contractor and its subcontractors are to access the Building through the loading dock entrance only.
- b. Tenant Contractor and its subcontractors are permitted to be on the floor which they are working only and are not permitted to roam through the Building.
- c. Tenant Contractor and its subcontractors are not permitted in unoccupied areas of the building other than the Leased Premises without authorization from Building Management.
- d. Tenant Contractor must coordinate with Building Management for access to any space (vacant or occupied) other than the project site.

- e. Tenant Contractor, subcontractors and vendors must be easily identified when on-site. Tenant Contractor must coordinate with on-site Building Management for an acceptable identification system (i.e., company t-shirts, badging, etc.).

17. **Materials, Tools and Equipment**

- a. Tenant Contractor and its subcontractors are not permitted to store any tools, materials or equipment outside of the Project Site without prior authorization of Building Management.
- b. At no time are tools, material, equipment, personal items, etc. to be placed on windowsills
- c. All tools, material, equipment, personal items, etc. must be maintained with the project site in a neat & organized fashion, at all times.
- d. Janitor Closets are available for Tenant Contractor and subcontractor use for cleaning tools. Tenant Contractor and its subcontractors are responsible for maintaining the cleanliness of the Janitor Closets, if used. If Building Management finds the Janitor Closets are not being maintained, Building Management has the right to have the rooms repaired/cleaned at Tenant Contractors expense.

18. **Construction Waste Removal**

- a. All construction waste and debris shall be removed via the service/freight elevator to the loading dock.
- b. If a trash dumpster is necessary, Tenant Contractor must schedule and coordinate a location with Building Management and may be required to share a dumpster with other tenant contractors performing work in the building.
- c. No construction waste or debris may be placed in the Building dumpster/compactor.
- d. All construction waste and debris shall be removed from the project site on a **daily basis** and shall never be allowed to collect to produce a fire hazard.
- e. In the event Tenant Contractor fails or refuses to keep the Leased Premises and the Common Areas free of accumulated waste, Building Management reserves the right to enter the Leased Premises to remove the debris, and clean, at Tenant Contractor expense.
- f. All public areas (i.e., corridors, restrooms, janitor closets, etc.) shall be fully protected and kept free of construction waste and debris, dust, etc.
- g. Tenant Contractor must damp mop the path of travel for construction waste removal from the project site to the loading dock.
- h. No construction waste and debris may be left at the loading dock without prior approval of Building Management.

19. **Hazardous Materials**

- a. If, at any time while on or about the Leased Premises or any other portion of the Building, any contractor or subcontractor is made aware of, comes in contact with, or suspects the presence of any suspicious or potentially hazardous substances or materials, they shall immediately cease work; vacate the Leased Premises; and, notify Building Management. Potentially hazardous materials include, but are not necessarily limited to, an unattended package; unknown powdery substance; potential asbestos containing materials; lead paint, etc.

20. **Stocking of Materials**

- a. If Tenant Contractor intends to stock materials through a window, Tenant Contractor must notify Building Management, in advance, and obtain approval of the window location as well as the Glazing Contractor.
- b. Glass and film specifications will be provided by Building Management.

21. **Base Building Utility Rooms**

- a. Tenant Contractor and its subcontractors are not permitted to block open stairway doors and/or electrical room doors.
- b. Access to the mechanical, telephone and electrical rooms must be arranged and obtained, in advance, from Building Management.
- c. All Base Building utility rooms (i.e., mechanical, telephone, electrical) must be kept clean and free of tools, materials, equipment, trash and debris. Any materials found in Base Building utility rooms will be discarded immediately.
- d. No exposed wiring/cablings may be run through common area stairwells or open ceilings. Any piping/conduit run into or through utility rooms/mechanical space must be reviewed & approved by the Director of Engineering.

22. **Conduct**

- a. Tenant Contractor and its subcontractor personnel shall, at all times, maintain the highest level of project cleanliness and professionalism. Respect must be shown to all Building tenants, staff & visitors, at all times. Rude, loud and obscene language or behavior will not be tolerated. Offenders will be asked to leave the Building and shall not be permitted to return.
- b. No graffiti or vandalism will be tolerated. An individual caught in the act shall be immediately removed from the Building and will not be allowed to return. In addition, all necessary maintenance and repairs will be at Tenant Contractor expense.

- c. The Building is a **smoke-free and tobacco free** Property. No smoking or use of tobacco products will be permitted in or around the Building; in or around the parking lots/garage and loading dock areas; or any areas visible to the public. No smoking is allowed within 25 feet of any other entrances or openings including air intakes or exhausts.
- d. Food and beverages may be consumed within the Leased Premises only and all trash and debris must be immediately, properly, disposed of. Eating is prohibited in areas visible to the public, including the lobbies, corridors, loading dock and parking garage.

23. Restroom Facilities

- a. Tenant Contractor and its subcontractors may only use the restroom facilities designated by Building Management. Restroom facilities must be kept clean at all times.

24. Parking

- a. Contractor parking is available at the surface lot located at the rear of the building and/or where directed by Building Management.
- b. Parking at the Loading Dock is only permitted on a temporary basis, arranged in advance with Building Management, to load or off-load materials.

25. General Building Management Requirements

- a. The work of the Tenant Contractor may overlap with that of a Base Building Contractor and/or of other tenant contractors working in the Building. Tenant Contractor and the Base Building Contractor will be mutually obligated to provide maximum cooperation and assistance to each other, and to any other vendors hired by the Tenant, the Landlord and Building Management and/or other tenants to expedite completion of all contracts. No time requests for extensions or additional costs will be considered by the Landlord due to logistical, access, coordination or other such difficulties at the building.
- b. Posted Permits must be neatly adhered to the suite entry either by neatly cut painters tape or in docu-frames which are obtainable through Building Management. General Contractor's signage must be kept to a minimum. All signage and the approach to posting must be approved by Building Management.
- c. Glass doors/windows/sidelights at the suite entrance may be covered with white material during the demolition phase of the project, only. After demolition is complete, the jobsite must be maintained in a neat & orderly fashion at all times.
- d. Tenant Contractor must contact the Building Engineer to arrange a daily walkthrough & inspection of the project site at the conclusion of every shift. Tenant Contractor will be required to comply with all directions given by the Building Engineer.

- e. The project site must be left in broom clean condition at the conclusion of every shift. Building Management recommends that Tenant Contractor maintain a Shop Vac (or equal, both must meet IAQ plan requirements) on site at all times. Control of dust from vacuums and sweeping must be in accordance with the Construction Indoor Air Quality Plan.
- f. Tenant Contractor may be asked to provide progress photos to Building Management on a daily basis.
- g. Final inspections (building, mechanical, electrical, plumbing & fire) must be obtained from the proper jurisdictional authority before Tenant will be permitted to occupy the Leased Premises.

26. Insurance Requirements

The insurance carried by **Contractor** or any insurance carried by **Contractor's** subcontractors or sub-subcontractors shall be primary and non-contributory insurance over any insurance carried by Landlord.

During the term of this Agreement, and for such additional time as may be further required, **Contractor**, shall provide, pay for, and maintain in full force and effect, the insurance outlined herein, covering claims arising out of or in connection with the **work or service** performed by or on behalf of **Contractor**. **Contractor** shall contractually cause any and all subcontractors, sub-subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, to purchase and maintain insurance of the type outlined herein whereby each such subcontractor and sub-subcontractor will agree to maintain requisite insurance during the entire period that they conduct any work or service and to provide proof of such insurance (in a form satisfactory to Landlord). **Contractor** shall cause all subcontracts and sub-subcontracts to include these provisions and to provide evidence thereof to Landlord promptly after request.

- a. **Commercial General Liability:** **Contractor** shall maintain commercial general liability insurance covering all operations by or on behalf of **Contractor** on an occurrence basis against claims for bodily injury, property damage, and personal injury (including advertising injury). Such insurance shall provide minimum limits and coverage as follows:
 - i. Minimum Limits:
 - (1) \$1,000,000 Each Occurrence (Combined Single Limit Bodily Injury and Property Damage)
 - (2) \$2,000,000 General Aggregate per project site
 - (3) \$2,000,000 Products/Completed Operations Aggregate

- ii. Coverages:
 - (1) Products and Completed Operation coverage maintained for at least three (3) years from completion of work or warranty period, whichever is greater.
 - (2) Additional Insured status including Products and Completed Operations: Landlord, its partners, managers, members, officers and directors, employees, agents, subsidiaries, affiliates, lender and Property Manager
 - (3) Insured status for Landlord if Additional Insured status is not available for Products and Completed Operations coverage.
 - (4) Waiver of Subrogation in favor of Landlord and Property Manager
 - (5) Subcontractor exception to their work exclusion.

- iii. Unacceptable exclusions:
 - (1) Residential (if applicable)
 - (2) Condominiums or condominium conversions (if applicable)
 - (3) EIFS (if applicable)
 - (4) Subsidence exclusion
 - (5) Damage to work performed by Subcontracts on your behalf (e.g. CG 22 94 or CG 22 95)
 - (6) Design professionals

b. Pollution Liability: EXCAVATION, GAS OR PROPANE, OR ANY ENVIRONMENTAL REMEDIATION WORK. If the insurance is on a claim made basis, the **Contractor** shall provide a continuation of the coverage for a length of time to cover any established statute of limitation in the state in which the work or services are to be performed.

i. Minimum Limits: \$5,000,000 Combined Single Limit Each Accident

- (1) Project Specific Limits

ii. Coverages:

- (1) Additional Insured: Landlord, its partners, managers, members, officers and directors, employees, agents, subsidiaries, affiliates, lender and Property Manager
- (2) Waiver of Subrogation in favor of Landlord and Property Manager
- (3) Microbial matter including Mold, Fungi or Mildew, as applicable
- (4) Asbestos, as applicable

c. Automobile Liability: Contractor shall maintain business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

i. Minimum Limits: \$1,000,000 Combined Single Limit Each Accident

ii. Coverages:

- (1) Additional Insured: Landlord, its partners, managers, members, officers and directors, employees, agents, subsidiaries, affiliates, lender and Property Manager

(2) Waiver of Subrogation in favor of Landlord and Property Manager

d. **Workers Compensation:** **Contractor** shall maintain workers compensation and employers liability insurance.

i. Minimum Limits:

(1) Workers Compensation – Statutory Limits

(2) Employers Liability:

(a) Bodily Injury for Each Accident - \$1,000,000

(b) Bodily Injury by Disease for Each Employee - \$1,000,000

(c) Bodily Injury Disease Aggregate - \$1,000,000

ii. Coverages:

(1) Waiver of Subrogation in favor of Landlord and Property Manager

e. **Umbrella/Excess Liability:** **Contractor** shall maintain umbrella/excess liability insurance as shown below. The insurance shall be on an occurrence basis in excess of the underlying insurance described in sections 1, 3 and 4.A.2. and shall be at least as broad as each and every one of the underlying policies.

i. Minimum Limits:

(1) \$2,000,000 per Occurrence

(2) \$2,000,000 Aggregate

f. **Errors and Omissions Liability (required if Project is “design-build”) by Contractor:** **Contractor** shall maintain Errors and Omissions or Professional Liability insurance as shown below. If the insurance is on a claim made basis, the **Contractor** shall provide a continuation of the coverage for a length of time to cover any established statute of limitation in the state in which the work or services are to be performed. In the event that said insurance coverage is cancelled or non-renewed, **Contractor** must then purchase tail coverage (or an extended reporting period) for a period of at least five (5) years.

i. Minimum Limits:

(1) \$1,000,000 each claim

(2) \$2,000,000 per claim ground-up construction

g. **Property Insurance:** **Contractor** and any subcontractor or sub-subcontractor shall maintain property insurance covering all personal property, materials and equipment that are used in connection to this Agreement but not to become part of the permanent structure. If **Contractor** or any of its subcontractors or sub-subcontractors elects not to carry this insurance, Landlord’s property insurance will not cover **Contractor’s** or any subcontractor’s or sub-subcontractor’s personal property, materials or equipment including scaffolding, and **Contractor**, for itself and its subcontractors and sub-subcontractors, hereby waives all claims against Landlord and Property Manager on account of any loss or damage to personal property, materials, equipment or scaffolding used or stored on the property but not to become part of the permanent structure.

- h. Proof of Insurance:** Prior to execution of this **Agreement**, or before **Contractor** performs work at or on premises or delivers materials to site of construction, whichever comes first, **Contractor** shall furnish Property Manager with certificates of insurance evidencing the coverage outlined above and the Other Insurance Provisions outlined below. Insurance is to be placed with insurers with a Best's rating of no less than A-IX. No such policy shall be cancelable, non-renewed or modified except after thirty (30) days written notice to Property Manager. Except for the provisions of Sections 1.B2, 2 and 6 hereof, **Contractor** shall maintain all of the foregoing insurance coverages in full force and effect until the work or service under this **Agreement** is fully completed. The requirements for carrying the foregoing insurance shall not release **Contractor** from the provision for indemnification of Landlord by **Contractor**.
- i. Other Insurance Provisions:** **Contractor** will name, will cause its subcontractors and sub-subcontractors to name and will cause the applicable contracts with such subcontractors and sub-subcontractors to provide that each such subcontractor and sub-subcontractor will name, Landlord, Landlord's partners, managers, members, officers and directors, employees, agents, subsidiaries, affiliates, lender and the Property Manager as additional insureds with respect to liability arising out of the activities performed by or on behalf of **Contractor** or its subcontractors or sub-subcontractors on all policies carried by **Contractor** and/or **Contractor's** subcontractors or sub-subcontractors, except Workers Compensation. **Contractor's**, its subcontractor's and sub-subcontractor's Workers' Compensation insurers shall agree to waive all rights of subrogation against the Landlord, its partners, managers, members, officers and directors, employees and agents, subsidiaries and affiliates and Property Manager, for losses arising from work or activities performed by **Contractor** or its subcontractor or sub-subcontractor, as applicable. All liability insurance policies carried by **Contractor** will include provisions for contractual liability coverage. **Contractor** is solely responsible for causing its subcontractors and sub-subcontractors to obtain the types of insurance and applicable coverages set forth herein. It is expressly understood and agreed that the coverages required represent Landlord's minimum requirements and such are not to be construed to void or limit **Contractor's** indemnity obligations contained in this **Agreement**. Neither (i) the insolvency, bankruptcy or failure of any insurance company covering **Contractor** or its subcontractors or sub-subcontractors, (ii) the failure of any insurance company to pay claims occurring nor (iii) any exclusion from or insufficiency of coverage will be held to affect, negate or waive any of **Contractor's** indemnity obligations set forth below or under any other provision of this **Agreement**. The amount of liability insurance under insurance policies maintained by **Contractor** or any of its subcontractors or sub-subcontractors shall not be reduced by the existence of insurance coverage under policies separately maintained by Landlord. **Contractor** and each of its subcontractors and sub-subcontractors shall be solely responsible for any premiums, assessments, penalties, deductible assumptions, retentions, audits, retrospective adjustments or any other kind of payment due under their respective policies. The entry by **Contractor** or any subcontractor or sub-subcontractor onto, or the performance of any work by **Contractor** or any subcontractor or sub-subcontractor in, the premises without delivering the required certificates and/or other evidence of insurance, will not constitute a waiver of the obligations of **Contractor** or the applicable subcontractor or sub-subcontractor (as the case may be) to provide the required coverages. If **Contractor** or any subcontractor

or sub-subcontractor provides to Landlord or Property Manager a certificate that does not evidence the coverages required herein, or that is faulty in any respect, acceptance of such certificate by Landlord or Property Manager will not constitute a waiver of the obligations of **Contractor** or any subcontractor or sub-subcontractor (as the case may be) to provide the proper insurance. In the event of any conflict between this Exhibit, the Agreement and any other document referenced in the Agreement, the terms and provisions of this Exhibit shall control.

j. Indemnification

To the fullest extent permitted by law, **Contractor** shall indemnify, defend and hold harmless the Landlord, its partners, managers, members, officers and directors, lender, Property Manager, subsidiaries, affiliates, employees and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work or service, and/or if caused by **Contractor's** failure to cause its subcontractors and sub-subcontractors to obtain the types of insurance and applicable coverages required hereunder, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. If all or any portion of the foregoing provision is, for any reason and to any extent, deemed to be void, invalid or unenforceable, then such provision shall be construed in such a manner so as to render it enforceable under, and to the maximum extent permitted by, applicable law.

Tenant and Tenant Contractor must contact Landlord for Insurance Requirements required for Construction Contracts valued over \$1,000,000.

**FAILURE OF THE TENANT, TENANT CONTRACTOR OR
SUBCONTRACTOR PERSONNEL TO COMPLY WITH THESE RULES
MAY RESULT IN TEMPORARY OR PERMANENT REMOVAL FROM THE BUILDING.**