Cottonwood Corporate Center Tenant Handbook



Hines

EMERGENCY PROCEDURES

COTTONWOOD CORPORATE CENTER

In the event of a fire, earthquake, or power failure, building systems at Cottonwood Corporate Center will respond automatically to minimize and/or contain damage. All building systems can also be controlled manually.

The Salt Lake City Fire Department is familiar with the building systems and will be on site within minutes of receiving the alarm.

In addition, Floor Wardens on each floor have been trained in emergency procedures. They will wear vests during an emergency for quick and easy identification.

There is very little risk of a fire spreading in Cottonwood Corporate Center, but in the event there is an emergency, it is essential that you are able to do your part.

It is important that you understand what is expected of you in each of the following circumstances:

IN CASE OF FIRE ALARM

- 1. Stay Calm
- 2. Follow Instructions. You may be asked to search the restrooms or offices or to help mobility impaired people from the area.
- 3. Feel doors with backside of your hand before opening them and do not open any doors that are hot.
- 4. Close doors behind you but do not lock them. Do not return for papers or personal articles.
- 5. Proceed to your nearest stairwell and exit the building. If you are mobility impaired, wait at the stairwell for help.
- 6. Do not use the elevators. If you are in an elevator when the alarm sounds, do not push the emergency stop button. The elevator will automatically return to its base level and open.
- 7. If smoke is present, stay low. The best air is nearest the floor.
- 8. If you are outside the building during a fire, stay far enough away to avoid possible falling glass.

IF YOU DISCOVER FIRE OR SMOKE

- 1. Call 911.
- 2. Activate a fire pull station. They are located near stairwell exit.
- 3. Call the Property Management Office at 801.930.6200.
- 4. Notify your Floor Warden and the others on your floor. It is your responsibility to know your Floor Warden and where his/her offices is located.
- 5. Close doors behind you, but do not lock them.

IF THERE IS AN EARTHOUAKE

During an earthquake you are safer inside the building than you are outside. If you feel a tremor:

- 1. Get under a sturdy table or desk to protect yourself from glass and falling objects.
- 2. Stay away from windows.
- 3. Move toward the interior of the building.
- 4. Do not use the elevator.
- Call the Property Management Office at 801.930.6200 if there are serious injuries or lifethreatening damage.
- 6. Stand by for instructions.
- 7. Do not attempt to use stairs or evacuate the Building without being instructed to do so.

IN A MEDICAL EMERGENCY

If there is a medical emergency in your work area:

- 1. Call 911.
- 2. Call the Property Management Office at 801.930.6200. An elevator will be held for the medical team.
- 3. Keep Calm.
- 4. Provide medical aid that your training allows.

IF YOU RECEIVE A BOMB THREAT

If you receive a bomb threat, obtain as much information as you can from the caller about the location and type of bomb, its detonation time, ant the reason for its placement. Then;

- 1. Call 911.
- 2. Call the Property Management Office at 801.930.6200. An elevator will be held for the medical team.
- 3. Inspect your work area but do not touch or remove any suspicious device or unusual object.

The decision whether to evacuate is the responsibility of the senior officer of each tenant company.

THE ALARM SYSTEM

When there is a fire alarm, building systems will respond automatically, including;

- Smoke dampers automatically isolate the fire zone.
- All stairwell doors and exits automatically unlock.
- The central alarm monitoring system will alert the Unified Fire Authority.

An audible siren and strobe lights activate on the floor of the alarm.

CONSTRUCTION GUIDELINES

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CONSTRUCTION GUIDELINES

The owner takes great pride in its properties and therefore has stringent rules for construction projects within Cottonwood Corporate Center. These procedures provide information for all Tenant's and Contractors and the requirements for construction projects within the building. If at any time, you as a Tenant will be involved in a construction project, the construction within your leased space must comply with the following Rules and Regulations.

Please review all of the Rules and Regulations in the packet with your contractor. A signed copy of the Rules and Regulations must be returned to the Owners Property Management office prior to the start of construction. Please make sure to include those items noted in #3 of the Rules and Regulations.

Cottonwood Corporate Center is certified LEED meeting 2015 LEED requirements. Any tenant improvement (TI) work or tenant alterations will be performed in accordance with Cottonwood Corporate Center sustainability practices. Tenants in the building performing new, retrofit, demolition, renovation, modification, or tenant improvement ("TI") facility alteration projects shall be subject to additional requirements and guidelines (included below). The architectural firms, designers, engineers, and general contractor, shall have a LEED Accredited Professional ("LEED AP") on the project team, or consulting, to help guide the project in terms of energy savings, sustainable purchases, and indoor environmental health benefits.

Should you have any questions regarding this information, please contact the Property Management office at (801) 930-6200.

Received and Acknowledged:	Date:		
TENANT			
Received and Acknowledged:	Date:		
CONTRACTOR			

PLAN SUBMITTAL PROCEDURES

When submitting plans to Owner for the City's approval, please provide the following:

- Four (4) sets of Architectural drawings stamped "permit set."
- One (1) copy of Lighting Summary.
- Documentation showing the total construction cost related to the drawings.
- Documentation showing the construction area's square footage.
- One (1) 8.5 X 11 floor plan schematic highlighting the construction area.
- One set of Mechanical, Electrical and Plumbing plans for review only.

Other requirements:

- Allow the Owner five (5) working days after the day of submittal to review the plans before submitting them to the city.
- If questions arise from the review, the Owner will notify the Project Manager in writing. This notification will be by E-mail or letter.
- The Owner asks that all correspondence related to construction concerns be in writing.
- The General Contractor will notify the Owner when plans have received the approval stamp.
- The Owner will retrieve plans either on the same day of notification, or the following business day depending on the time
 of notification.

Contact Information:

•	Dustin Haas	General Property Manager	801-456-0053
•	Emily Prybylo	Assistant Property Manager	801-930-6200
•	Adam Walbridge	Engineering Manager	801-930-6200

Permit Information:

Building Address: 2795 E. Cottonwood Parkway, Suite 155

Salt Lake City, UT 84121

Building Owner: HGREIT II Cottonwood Center LLC

• Property Manager: Hines

Note:

The Owner has no control as to the timeliness of the City's plan approval process. The Owner will notify the Project Manager the day the plans are returned to the Owner's office.

LEGAL DESCRIPTION OF THE REAL PROPERTY

THOSE CERTAIN OFFICE BUILDINGS, WHICH COMPRISE AN OFFICE CAMPUS OF APPROXIMATELY 490,030 SQUARE FEET, LOCATD AT 2755, 2795, 2825, 2855 EAST COTTONWOOD PARKWAY, SALT LAKE CITY, UT 84121.

CONSTRUCTION RULES & REGULATIONS

GENERAL:

- 1. The following Rules of the Site for Tenant's Contractor's Work ("Rules of the Site") shall govern the operation of Tenant's Contractor and are issued as additional Building Rules and Regulations pursuant to the Lease between HGREIT II Cottonwood Center LLC ("Owner") and Tenant. For purposes of this document, Owner shall also mean Hines and the Building Management Office.
- 2. Tenant will be responsible for all actions done on its behalf by Tenant's Contractor or its Subcontractors including but not limited to damage to the tenant areas, the loading dock, indoor and outdoor public areas, freight elevators, mechanical areas, and any exterior elements of Cottonwood Corporate Center (collectively referred to as the "Building"). Any such damages will be promptly repaired to the Owner's satisfaction at the sole cost of Tenant and its Contractor.
- 3. Within a reasonable time prior to the start of any on-site work, delivery of materials, equipment, or personnel, Tenant's Contractors will submit to Owner the following:
 - A. A complete set of drawings approved by Owner and subsequently by the City of Salt Lake.
 - B. Certificate of Insurance in the form of Attachment A executed by insurance companies acceptable to the Owner.
 - C. A job schedule of the work to be accomplished, detailed by trade.
 - D. A complete list of all proposed Subcontractors and supplies. Owner must approve all contractors and subcontractors before commencement of their work.
 - E. The name and phone number (including emergency phone numbers) of personnel who are authorized to represent the Tenant's Contractor.
- 4. No revisions or changes of any kind may be made to the tenant's construction plans without the consent of Owner. Any proposed revisions or changes must be submitted to Owner, for Owner's review and approval prior to commencement of such changes.

- 5. All Tenants Contractor's Work must be scheduled so that it in no way conflicts with, interferes with, or impedes the quiet and peaceful enjoyment of other tenants, or the progress of Owner's work or operations. Any work that is in conflict with the above conditions will be rescheduled by the Tenant's Contractor to such time as approved by Owner. Additionally, Owner shall have no liability for any costs or expenses incurred by Tenant or Tenant's Contractor in connection with such rescheduling. Any construction activities which create excessive noise, such as core drilling, pounding or vibration, must be done before or after Building standard operating hours. Any activities which create odors (i.e., direct glue carpet, wall finishes, etc.) must be scheduled after 6:00 p.m. on weekdays or weekends, or as Owner allows. Any costs related to overtime HVAC required to exhaust the odors from the floor will be charged to the Tenant or Tenant's Contractor.
- 6. Tools or materials will not be loaned to construction personnel. Tenant's Contractor's materials and tool storage will be limited to the areas for which access has been granted (i.e. the specific job site). No flammable liquids, highly combustible liquids, or hazardous materials are to be stored on any floor.
- 7. Clean-up and rubbish removal shall be performed by the Tenant's Contractor at Tenant Contractor's expense. Tenant's Contractor must remove daily, between the hours of 6:00 PM and 7:00 AM, all rubbish, surplus and waste material resulting from the performance of their Work. Contractor cleanup practices should include, at a minimum, the use of sustainable cleaning chemicals that reduce impacts on IAQ, microfiber wipes and dust mops in place of paper wipes. At the request of Owner, Tenant's Contractor shall relocate any materials causing an obstruction as directed by Owner. Use of the Building's debris box or trash compactor is prohibited. The contractor must have a plan in place at the onset of the project which shall allow them to recycle, reuse on the project site, reuse on another project site or divert from the landfill at least 75% (by weight or volume) of demolished or unused materials taken from the project. The Contractor must track and log the disposal of all construction related materials and waste. All materials not recycled, reused or diverted shall be accounted for, by weight or volume, as incinerated or sent to the landfill. At the conclusion of all construction projects and as part of the Close-out Package, Contractors are required to provide Bills of Lading for the recycling company (s) to the Building Owner as proof of recycling. Projects shall not be considered complete until all documentation is received.
- 8. In general, Tenant's Contractor will interact/coordinate activity with Owner to the extent necessary for work to be completed within the guidelines of project specifications and for the enforcement of Building Rules and Regulations.
 - 9. Tenant's Contractor shall be provided access to loading dock space and designated freight elevator facilities in a similar manner consistent with the Building Rules and Regulations which provided a thirty (30) minute parking limit in the dock area. Otherwise, Tenant's Contractor will make arrangements for unloading and hoisting after normal working hours (6:00 p.m. 7:00 a.m.). At no time will the Tenant's Contractor be given exclusive reserved use of the freight elevator. The use of passenger elevators by construction personnel is prohibited.
- 10. Any costs related to repairing base building damage caused by Tenant and / or Tenant's vendors contractor will be charged to the Tenant.
- 11. Tenant's Contractor shall be provided access to unloading areas as prearranged with Owner. All materials unloaded at these areas will be moved to an area of use immediately and shall not be stored or used in a way which adversely impacts use or operation of the Building.
- 12. Tenant's Contractor shall be responsible for the security of their own materials, equipment and work and that of their Subcontractors.
- Tenant's Contractor shall comply with all applicable codes, laws and regulations pertaining to the work of Tenant's Contractor, including all safety and health regulations.
- 14. Tenant's Contractor will not engage in any labor practice that may delay or otherwise impact the work of Owner or any other Contractor in the Building.

- 15. No Base building systems will be turned off or disengaged by Tenant's Contractor or any subcontractor without approval and supervision by a representative of Owner. Said systems include but are not limited to sprinklers, electrical circuits, air-handling units, smoke heads and water supply.
- 16. Doors to all work areas, including stairwells, mechanical and electrical closets, will remain closed at all times. Propping doors open is prohibited.
- 17. No parking on site will be made available at any time for Tenant's Contractor's personnel, except by special parking arrangements made with owner.
- All gang boxes, tool boxes, tool chests, and other containers are subject to inspection when moved in or out of the Building. All Tenant Contractor and Subcontractor personnel, materials, tools and equipment are to enter and exit the Building through the service corridor and freight elevators only. Use of the passenger elevators is prohibited. All materials, tools, and equipment are to be stored in the construction area. Storage in any other locations must be approved by Landlord.
- 19. Before ordering material or doing work which is dependent upon proper size or installation, the Tenant's Contractor shall field verify all dimensions for accessibility with Building conditions, and shall be responsible for same.
- 20. Tenant's Contractor shall not be permitted to display identifying signage or advertising within the Building or outside the Building.
- During any construction activity, Tenant's Contractor shall maintain supervisory personnel on site at all times. Such personnel shall be fully authorized to coordinate, and authorize Tenant's Contractor's Work as necessary to enable all work to proceed in a timely and well-ordered fashion. Should Tenant's Contractor perform work which would cause or require Owner to provide personnel to be present or otherwise perform any work, Tenant's Contractor shall reimburse Owner for the expense of such personnel, plus a fifteen percent (15%) cost recovery fee.
- 22. Tenant's Contractor shall be responsible for the protection of their work (material, equipment, supplies, and installed work) and the areas adjacent to their work.
- 23. Tenant's Contractor will ensure that all mechanical rooms, electrical, and telephone closets, and other Building and common areas, entered by Tenant's Contractor or Subcontractors in conjunction with Contractor's work, will be cleaned and free of debris nightly or as required by owner.
- 24. Public areas adjacent to the premises where Contractor's work is being performed shall remain free of dust, debris and materials at all times.
- 25. All tenant Vendors including but not limited to: Tenant's Contractor, Subcontractors, and Suppliers shall be responsible for all actions on site and shall indemnify, defend and hold harmless the Owner against any and all claims, losses, or damages, threatened or incurred, arising from the actions or omissions to tenant's Vendors, Contractors or Subcontractors.
- 26. If keys are required by Contractors, they must be checked out from the Building Management Office/Security. No keys will be distributed if proper identification and Tenant authorization is not provided.
- 27. All Life Safety Systems of the Building are to be maintained, and all of the Tenant's work is to be properly interfaced with the connected to the Base Building systems as required by Code, or by Building operation. All work is to be done in such a way as to protect all Base Building operations and warranties.
- 28. No cutting and/or patching of Owner's premises or installations, or those of any other Building tenant, shall be permitted without prior written consent of Owner. Request for permission to do cutting shall include explicit details and description of work and shall not under any circumstances diminish the structural integrity of the Building components or systems. Consent from the Owner is not an assurance that the requested penetration

(saw cut, core drill, etc.) is structurally sound or that the penetration will not affect other building components or systems. Verification of the advisability of any requested penetration is the responsibility of the Tenant, his Contractor, Subcontractor, and/or professional consultants. If any work is to be done in another tenant's space or in any public area, such work is to be done only with explicit written permission of Owner and at times as directed by Owner. Such work is to be done only under the direct supervision of a competent member of the Tenant's Contractor staff. Any such area is to be promptly repaired and returned to a fully functioning, complete, and clean condition.

- 29. It is the responsibility of the Tenant's Contractor to be fully knowledgeable of the Building Drawings and Specifications. Materials, equipment and/or quality of work which do not meet the standards of Building Drawings and Specifications, as well as specifications listed in this Manual, will be corrected at Tenant Contractor's sole expense.
- 30. When work is performed by Tenant's Contractor or Subcontractor, certain charges may apply for additional services performed by Owner which include, but not limited to the following:
 - Elevator usage which requires the assistance of an elevator technician.
 - Coordination of freight elevators.
 - Utility usage for construction activities, including power and water.
 - Extra and continuous clean-up of common areas including but not limited to elevators, hallways, restrooms, stairwells, lobbies, and loading dock areas as required due to construction activity; Tenant's Contractor and Subcontractors are still expected to provide the usual protection of existing improvements, and exercise care and good sense.
 - The use of the loading dock for Tenant's Contractor's debris containers. The Tenant's Contractor is strictly prohibited from using the Building's containers.
 - Review of construction drawings and verifying adherence to Base Building Drawings and Specifications and Building Standards.
 - Daily supervision to ensure Contractor's adherence to the Rules of the Site.
 - Review of changes in the initial scope of work.
 - Assistance in resolution of field condition conflicts.
 - Inspection and approval of all work affecting Building systems (i.e. mechanical, electrical, life safety, fire protection, etc.).
 - Provision and coordination of Building Engineers for the disconnection and reconnection of Life Safety Systems affecting area under construction.
 - Coordination of entry into occupied tenant space and additional security services as needed.
 - Enforcement of terms of the Lease Agreement between Tenant/Subtenant and the Owner.
 - Coordination of loading dock activity and access into and out of the Building.
- 31. Tenant's Contractor shall, in preparation for substantial completion or occupancy of the project by Tenant, perform the final cleaning of Tenant's Contractor's Work.

- When Tenant's Contractor commences construction activity, the Tenant's Contractor shall maintain the area as necessary (at its sole cost and expense) in a safe and sanitary condition and to a standard meeting all applicable laws; regulations and Building Standards as determined by the Owner.
- 33. The Owner may require job progress meetings. The Tenant's Contractor, if requested, shall attend with a representative authorized to speak and act on the Tenant's Contractor's behalf. Additionally, the Tenant's Contractor shall notify the Owner of all job progress meetings.
- All on-site activity will be coordinated in advance with Owner. Such approval will be granted only upon the submission of a written access request by the Tenant or Tenant's Contractor.
- 35. At no time will the Tenant's Contractor perform activities on the project site without a valid certificate of insurance as required.
- 36. No radios, headsets, or other audio devices are allowed in the Building at any time.
- Failure to perform work in a manner consistent with the Rules of the Site may result in immediate work stoppage by Owner. Owner shall have no liability for any costs or expenses incurred by Tenant, Tenant's Contractor, or any Subcontractors in connection with or as a result of such work stoppage.
- 38. The Rules of the Site may be amended or revised at any time. The amended or revised Rules of the Site shall become effective upon delivery to Tenant and Tenant's Contractor or publication by posting at the project site, whichever is earlier.
- 39. No abusive action or language on the part of workers will be tolerated. It will be the responsibility of the contractor to enforce this regulation on a day-to-day basis.
- 40. SDS for all glues, paint, stain, carpet or any other product that can emit volatile organic compounds (VOC) must be available to all employees and subcontractors prior to using the product within the project. All contractors are to endeavor to use products that have no to low VOC's. It is the responsibility of the Contractor to provide the SDS sheets even if it is a subcontractor who is using the product. Safety Data Sheets (SDS) for each hazardous chemical must also be available, prior to being used, to all construction personnel and Hines employees during all work shifts. All Contractors and associated employees acknowledge that Hines Engineering maintains a Hazardous Communications Program that must be adhered to at all times.
- Smoking and chewing tobacco is not permitted anywhere within the buildings, garage or within twenty five (25) feet of any entrance to the building.
- 42. All Building / Site Rules are applicable not only to the Tenant's Contractor, but to the Tenant's other actions. The Rules of the Site may be amended or revised at any time to fit the situation at the time. The amended or revised Rules of the Site shall become effective upon delivery to Contractor or publication by posting at the project site, whichever is earlier.

TEMPORARY FACILITIES

- 1. The Tenant's Contractor shall provide all temporary facilities required for construction. This includes phones, trash containers, fire extinguishers, temporary power, temporary lighting, temporary electrical panels if required, temporary heating and ventilation.
- 2. Restrooms will be made available provided that in the sole opinion of the Landlord that the use of the facilities does not cause disruption to other tenants, additional maintenance, or additional cleaning of the restrooms.
- 3. No dumping paint or chemicals.

- 4. No washing of drywall tools, paint brushes or other materials in janitorial rooms, sinks, toilets, or other facilities.
- All construction by-products including chemicals, hazardous or regulated- materials, shall be properly disposed of off-site.

MECHANICAL / ELECTRICAL / PLUMBING / FIRE & LIFE SAFETY:

- 1. All Life Safety Systems of the Building are to be maintained, and all of the Tenant's work is to be properly interfaced with and connected to the Base Building Systems as required by Code, or by Building operation. All work is to be done in such a way as to protect and maintain all Base Building operations and warranties.
- 2. To the extent possible, light fixture switching shall be provided and maintained during construction and lights should be turned off at the end of each day.
- 3. No Building systems will be turned off, disengaged, or otherwise affected by Tenant's Contractor or any Subcontractor without approval and supervision by Owner. Said systems include but are not limited to sprinklers, electrical circuits, lighting, emergency lighting, life safety systems, air-handling units, smoke detectors and water supply. Access to any Building area will be at the direction and approval of the Building Management Office and Building Engineers only. No construction personnel will be permitted to operate, activate or in any way manipulate the HVAC or other base building equipment.

<u>Life Safety Procedures for Tenant Construction</u>

The following procedures are to clarify the information that exists in the Contractor Rules and Regulations. They are required to meet the requirements of the Salt Lake City Fire Department and the building's insurance carrier.

No impairment of the Life Safety System will occur without a designated fire watch and notification of the Property Management Office.

General Requirements

- The General Contractor is responsible for ensuring that these procedures are followed.
- All scheduling of work that requires any impairment of the Fire Alarm or Fire Sprinkler systems is to be scheduled
 in advance by the General Contractor with the Property Management Office.
- Please provide the Property Management Office with a 24-hour emergency contact name and phone number and one alternate.
- Hours engineers are available o M-F 0700 1600
- Any support outside above noted hours will require general contractor to provide their own designated fire watch person
- Designated fire watch person shall remain on-site until building engineer has verified system has been placed back into
 operation status
- Above requirements will also include any hot work

Fire Alarm Impairment

- During any work that produces dust, and while painting, existing base building smoke detectors in the area of the work must be removed and protected.
- 2. The Building Engineer on duty will determine which heads are to be removed.
- 3. To prevent false alarms, and the associated fines and disruption, the Fire Alarm Panel is to be placed in bypass prior to removing the smoke detectors.
- 4. Whenever the fire system is impaired (i.e. smoke detector removed), the General Contractor is to designate a fire watch. This fire watch must be identified and logged by building security and have a building radio.
- 5. To prevent false alarms and the associated fines and disruption, the Fire Alarm Panel is to be placed in bypass prior to re-installing the smoke detector.
- 6. At no time should active smoke detectors be taped or bagged.
- 7. New fire alarm devices are to be left covered until fire final inspection.

Fire Sprinkler System Impairment

- 1. Fire riser isolation valves are to remain locked open unless work is actively being performed.
- 2. The contractor will contact security prior to draining the floor headers. The Owners engineers will assist and the Fire Alarm system will be put in bypass for draining.
- 3. A fire watch is to be designated by the General Contractor. This fire watch must be identified to building security and have a building radio.
- 4. Per the Salt Lake City Fire Department, at no time will 2 consecutive floors be drained.

- 5. A designated fire watch must remain on site whenever the floor is drained. Leaving the floor drained overnight is not acceptable to the Buildings insurance carrier. It is the contractor's responsibility to plan accordingly.
- 6. The Building Engineer on duty will be responsible for maintaining the FM Global Sprinkler Impairment Program.

Property Management Office: 801 930-6200 (Rings to answering service after hours)

BUILDING RULES AND REGULATIONS

- 1. The sidewalks, doorways, halls, stairways, vestibules and other similar areas shall not be obstructed by any Tenant or used by them for any purpose other than ingress to and egress from their respective Leased Premises, and for going from one part of the Project to another part.
- 2. Plumbing fixtures and appliances shall be used only for their designated purpose, and no sweeping rubbish, rags or other foreign substances of any kind shall be deposited herein. Damage to any such fixture resulting from misuse by Tenant or any employee or invitee of Tenant shall be repaired at the expense of Tenant, and Landlord shall in no way be held responsible.
- 3. Signs, advertisements, graphics, or notices visible in or from public corridors or the Project exterior shall be subject to Landlord's prior written approval. Nails, screws, and other attachments to the Project require prior written consent from Landlord as well.
- 4. Landlord shall provide and maintain a directory board in the main lobby of the Project for all Tenants. Any other directory will require prior written consent from landlord.
- 5. Landlord shall provide all locks for all doors in the Tenant's Leased Premises. Any additional lock or locks to be placed on any door within the Leased Premises shall require written consent from Landlord. All requests for duplicate keys and locks will be made to the Property Management Office.
- 6. Proposed plans for alterations affecting any physical portion of the Project shall require prior written consent from the Landlord. All contractors and technicians rendering any installation service to Tenant shall be referred to Landlord for approval and supervision prior to performing services. This applies to all work performed in the Project, including, but not limited to, installation of telephone, telegraph equipment, and electrical devices, as well as all installations affecting floors, walls, woodwork, windows, ceilings and any other physical portion of the Project.
- 7. Movement in or out of the Project of furniture, office equipment, or other bulky materials which require the use of elevators, stairways, or the Project entrance and lobby shall be restricted to hours established by Landlord. All such movement shall be under Landlord's supervision, and the use of an elevator for such movements shall be restricted to the Project's freight and service elevators. Pre-arrangements with Landlord should be made regarding the time, method and routing of any movement.
 - Limitations for safety or other concerns may prohibit any article, equipment or other item from being brought into the Project. Tenant shall assume all risks of damage to articles moved and injury to persons or public resulting from such moves. Landlord shall not be liable for any acts or damages resulting from any such activity.
- 8. Landlord reserves the right to prescribe the weight and position of safes and other heavy equipment, and prior written approval is required from the Property Management Office before such positioning transpires. Any damage incurred to the Project by the movement of Tenant's property while in the Project, shall be repaired at Tenant's expense.
- 9. Corridor doors, when not in use, shall be kept closed.
- 10. Tenant shall cooperate with Landlord in maintaining the Leased Premises. Tenant shall not employ any person(s) for the purpose of such cleaning other than the Project's cleaning and maintenance

personnel. Landlord shall in no way be responsible to the Tenant, its agents, employees, or invitees for any loss of property from the Leased Premises or public areas or for any damage to any property within the Leased Premises.

- 11. To ensure orderly operations of the Project, no deliveries of ice, water, soft drinks, towels, newspapers, and other such items to any Leased Premises shall be made except by persons appointed or approved by Landlord in writing.
- 12. Tenant shall not make or permit any improper noises within the Project or otherwise interfere with other Tenants or persons conducting business within the Project.
- 13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways. No birds, fish or animals of any kind shall be brought into or kept in, on or about the Leased Premises with the exception of service animals being utilized by an individual with a disability.
- 14. Tenant shall not install any food, soft drink or other vending machine within the Leased Premises without prior written consent of Landlord.
- Tenant within the Leased Premises shall operate no heavy machinery of any kind without the prior written consent of Landlord. Nor shall Tenant use or keep on its Leased Premises any kerosene, gasoline, or inflammable or combustible fluid or material. Tenant shall not use or keep any noxious gas or substances in the Leased Premises, or permit the Leased Premises to be used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere in any way with other Tenants or those conducting business therein.
- 16. No portion of the Tenant's Leased Premises shall be used or occupied as sleeping, lodging quarters or living quarters.
- Tenant is requested to lock all doors leading to corridors and to turn out all lights at the close of the working day.
- 18. Landlord shall not be responsible for lost or stolen personal property within the Leased Premises or the public areas of the Project, regardless of whether such loss occurred when area was locked against entry.
- 19. Tenant shall not tamper with or attempt to adjust temperature control thermostats in the Leased Premises. Landlord shall make adjustments to thermostats at the request of the Tenant. Damage caused by tampering will be repaired at Tenant's expense.
- 20. Tenant shall comply with all requirements necessary for the security of the Leased Premises, including, but not limited to, the use of Removal Authorization Passes issued by Landlord for removal of office equipment/packages from the Building, and signing the security register in the Building lobby after standard business hours.
- 21. Canvassing, peddling, soliciting, and distribution of handbills in the Building are prohibited, and each tenant will cooperate to prevent these activities.
- 22. Photocopy machines, laser printers and other such equipment producing ozone gas must be equipped with ozone filters that Tenant must replace periodically based upon the manufacturer's scheduled maintenance for such equipment.
- 23. Large copy and laser printer operations, photo processing, spray painting, spray gluing and wet process copying is prohibited unless prior written authorization is received from Landlord.
- 24. Painting in Tenant space requires Landlord's approval and shall be accomplished after regular office hours only and overtime air conditioning must be provided.

- 25. Tenant shall not operate individual space heaters and humidifiers.
- 26. Landlord reserves the right to rescind any of these Rules and Regulations and to make future rules and regulations required for the safety, protection, and maintenance of the building, the operation and preservation of good order thereof, and the protection and comfort of the tenants and their employees and visitors. Such rules and regulations, when made and written notice given to Tenant, shall be binding as if originally included herein.
- 27. Smoking and chewing tobacco is not permitted anywhere within the buildings, garage or within twenty five (25) feet of any entrance to the building.

MOVING RULES & REGULATIONS

Our goal at Cottonwood Corporate Center is for you to have a safe and successful move. These rules and regulations are designed to protect you (the tenant) as well as the building. To prepare for your move, please read this document thoroughly. If you have any questions regarding the move-in process, please contact us at (801) 930-6200.

SCHEDULING

Moves and deliveries of heavy/bulky items must take place outside of business hours:

Monday – Friday: 5:00 p.m. – 7:30 a.m.

Saturday - Sunday: any time

Tenant (not vendor) must contact the Owner at least five (5) business days in advance to schedule a move/delivery. Required information includes: date and time the vendor will arrive, name of the vendor, and floor/suite the vendor requires access to. For liability reasons, we may ask for a copy of your contract with the vendor, as well as proof that your vendor has insurance.

LOADING DOCK / ELEVATORS

Use of the loading dock during normal business hours is first come first serve and is limited to 30 minutes. Other hours of use must be scheduled through the Property Management Office. At the dock, the vendor will check in with security, who will provide access to the elevators and to your suite. Use of the loading dock is limited to loading and unloading only. Personal vehicles are prohibited. There is no exclusive use of the elevators—tenants/vendors are not allowed to "prop open" the elevator door. Note: Loading dock clearance height is 13 feet, 4 inches. For large truck deliveries, please contact the Property Management Office for coordination.

LIABILITY

The Owner strongly recommends that tenants employ experienced and professional movers: the tenant—and not the vendor—assumes full liability for any damage incurred during a move or delivery. To protect themselves, tenants—should hire vendors that are licensed, bonded, and insured. In addition, they should obtain a certificate of insurance—from their vendor(s), listing them as an additional insured party. If property damage occurs, the Owner will hold the—tenant responsible.

PROTECTION

The building (corridors, doors, stairwells, elevators, floors, walls, etc.) must be protected at all times. Floors must be covered by Masonite or plywood, and corners and door frames with cardboard or quilted pads. The move must be strategically planned and orchestrated so that affected areas are safeguarded against damage. You, the tenant, assume full responsibility for protection of the building and incur any and all costs associated with said protection.

BUILDING ACCESS

After Hours Building Access:

Contractor access to the building must be arranged in advance through the Property Management Office (801) 930-6200. It is the responsibility of the Tenant Contact to communicate on behalf of all contractors with the Property Management Office in order to authorize access and avoid scheduling conflicts.

Loading Dock Access After Hours:

Normal movement of oversized/heavy materials by tenants is to take place on Saturday and Sundays or weekdays after 5:00 p.m. or before 7:30 a.m.

Use of the loading dock, service corridors, elevators and stairwells must be arranged in advance through Property Management Office (801) 930-6200. It is the responsibility of the Tenant Contact to communicate on behalf of all contractors with the Property Management Office in order to authorize access and avoid scheduling conflicts.

There is <u>no</u> exclusive usage of the elevator or reserved parking spaces on the loading dock at the Cottonwood Corporate Center. Shared usage is critical for proper scheduling coordination.

Landlord reserves the right to rescind any of these Rules and Regulations and to make future rules and regulations required for the safety, protection, and maintenance of the building, the operation and preservation of good order thereof, and the protection and comfort of the tenants and their employees and visitors. Such rules and regulations, when made and written notice given to Tenant, shall be binding as if originally included herein.

REQUIRED INSURANCE COVERAGE

All contractors performing work on, in, or around the property (Cottonwood Corporate Center) are required to furnish and maintain at their own expense the following insurance:

- Workers' Compensation Workers' Compensation insurance in accordance with statutory law and employers' liability insurance with a limit of not less than \$1,000,000 per accident or occurrence
- Business Auto Liability Insures bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for owned, non-owned and hired vehicles.
- Commercial General Liability The insurance must name the below listed additional insureds against any and all claims for bodily injury and property damage occurring in, or around the building arising out of the contractor's work and all incidental or necessary operations. Such insurance shall have a combined single limit of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate limit per project and excess umbrella liability insurance in the amount of \$5,000,000. The contractor will maintain policies with companies rating A X or better in the most current issue of A.M. Best's Insurance Rating Guide. Insurers will be licensed to do business in Washington State. Any deductible amounts under any insurance policies required will be for property damage only and will not exceed \$1,000. Confirmation of insurance will be delivered to the Manager before the commencement date of the work and annually 10 days prior to the expiration of the old policy. Each insurance policy will provide notification to the Manager at least 30 days prior to any cancellation or modification to reduce the insurance coverage. Certificates of insurance will be on the ACCORD form 25S accompanied by appropriate Additional Insured Form.
- Additional Insureds- Hines Global REIT II Properties LP, HGREIT II Cottonwood Center LLC, Hines GS Properties, Inc.
- · Certificate Holder-

Hines GS Properties, Inc. 2795 East Cottonwood Parkway Suite 155 Salt Lake City, Utah 84121

APPROVED BUILDING CONTRACTORS

Frequently Used General Contractors

New Concepts Construction

Bart Hunt – Office-(801)463-1021 Cell-(801)450-5777

Daw Construction Group

Mike Jacks – Office- (801)553-9111 Cell- (801)859-7942

Big Tree Construction
Brett Lund – Cell- (801)870-4633

Electrical Contractors

Wasatch Electric

Jared Burningham – Office- (801)478-2162 Cell- (801)509-5007

Plumbing Contractors

CCI Mechanical John Dobson - Cell - (801)243-2372

Mechanical Contractors

CCI Mechanical Chad Okutani - Office- (801)973-9005 Cell - (801)558-7048

Fire Alarm Systems

Alarm Control Brad Wilkinson (801) 870-0410

Building Automation System (Controls, JCI Metasys)

Utah Yamas Controls

Mark Kowalk, - Cell - (801) 694-6416

DAY WORK REQUIREMENTS

Should a contractor be authorized by the Owner to work during regular building business hours, the following procedures must be followed:

Approved Work:

Contractor may only perform work that will not cause noise or disturb existing building tenants.

Carpet Installation Tile/VCT Installation Drywall

taping Drywall mudding

Some drywall sanding – depending on ventilation

Electrical wiring – as long as existing systems are not disturbed Mechanical installation – as long as existing systems are not disturbed Plumbing installation – as long as existing systems are not disturbed Sprinkler pipe installation

After Hours Work Only:

Any work that will cause noise or could disturb tenants in any way will be performed after hours.

Shooting studs Hanging Drywall Core drilling

Any type of MEP shut down

Shooting hangers for piping or mechanical systems Any odorous work

Any work that will cause excessive dust

Dos and Don'ts for Working During Business Hours

Contractors must adhere to the following rules at all times. Should any contractor be caught breaking any of the rules they will be asked to leave the premises immediately.

Contractors are not allowed to use passenger elevators for any reason. Contractors caught using the passenger elevators will be billed for cleaning services.

All major deliveries must happen after hours.

Contractors are not allowed to mingle in the building lobby or building stairwells.

Contractors are not allowed to smoke, chew, spit or eat sunflower seeds on the premises at any time. All trash and debris will be removed

from the premises after hours.

Contractors will keep all common areas (elevators, stairwells, loading dock, restrooms, etc) clean at all times.

FITNESS CENTER INFORMATION (801) 930-6200

RULES AND REGULATIONS

Hours: 24 hours, 7 days a week

GENERAL RULES

- 1.) Access is limited to building tenants.
- 2.) Only Fitness Center members are allowed in Fitness Center.
- 3.) No one under the age of 18 is permitted in the facility.
- 4.) No food, smoking, alcoholic beverages or glass containers permitted.
- 5.) There is a 30-minute time limit on all cardiovascular equipment when others are waiting.
- 6.) Proper attire must be worn including shirts and sneakers at all times.
- 7.) No pets permitted in Fitness Center.
- 8.) No altered, torn or ripped clothing is allowed.
- 9.) Use equipment at your own risk.
- 10.) Report damaged or dangerous equipment to management immediately.
- 11.) TVs are to remain on designated channels with the volume off.

Membership Costs:

- 1. Membership in the Fitness Center is offered as a complimentary amenity to all current tenants of Cottonwood Corporate Center (Family and Friends not included).
- Lockers are for day use only and individuals may not leave clothing or personal belongings in changing rooms or lockers while note using the facility or overnight.
 Contents will be removed from lockers per our policy. Management reserves the right to open and inspect all lockers at any time.
- Management reserves the right to add to, change, or remove any of the exercise facility
 equipment, facility rules and regulations at any time for any reason. Management
 reserves the right to change membership dues and hours of operation at any time for
 any reason.

*Members agree that infringement of the above rules or any other rules which management may establish from time to time will serve as grounds for cancellation of membership at the option of management and all access to the facilities will be denied.