

Construction Rules & Regulations

Merritt 7

1. Tenant/Contractor shall not proceed with the Work until approvals of all applicable governmental authorities ("authorities") as to Tenant's Plans have been obtained. If there are any notes, markings or revisions required by the authorities, such items shall be submitted to the Landlord and applicable authorities for review and approval prior to commencing Work.
2. Tenant shall obtain and furnish true and complete copies to the Landlord of all necessary governmental permits and certificates for the commencement and prosecution of the Leasehold Improvements, and for the final approval thereof upon completion. (This shall include, but not necessarily be limited to the Building Permit and the Certificate of Occupancy.)
3. All contractors, vendors, movers, subcontractors and material men are subject to Landlord's approval and must have successful experience in working in an occupied multi-tenant building.
4. Prior to commencing Work at the Premises, Tenant/Contractor shall provide Landlord with (*a partial submission of the following may be provided, subject to Landlord's acceptance, if demolition is to begin in advance of the final construction contract being in place - this is to be followed with a complete submission prior to construction commencing*):
 - a. A written list of all contractors, vendors, movers, subcontractors and material men
 - b. All applicable insurance certificates required by the lease [including comprehensive general liability insurance, "all risk" property insurance, "all risk" Builder's Risk insurance, plate glass insurance, and Workers' Compensation Insurance]. Insurance Certificates to name the following entities as additional insured:

List the following as Additional Insured:
Merritt 7 Venture L.L.C. (Landlord)
Marcus Partners CT Management, LLC (Property Management)
Clarion Partners, LLC (Asset Manager)
5. Tenant and Tenant's agents, contractors, and suppliers shall work in harmony with Landlord and its employees, agents, contractors and suppliers and will not unreasonably interfere with:
 - a. The work, or use and enjoyment of any other tenants or occupants in the remainder of the Building;
 - b. The business operations of such other tenants or occupants; or
 - c. Other Tenants' contractors and suppliers.
6. Tenant shall within five days after notice from Landlord, discharge or bond off, at its sole cost and expense, and to the satisfaction of the Landlord and any mortgagee, any lien, encumbrance or charge on account of any Tenant Improvements.
7. The Common Areas shall be kept clean and free at all times of any obstructions, supplies, equipment and materials brought into the building by Tenant, Tenant's Agents, Contractors or Consultants.
8. If work must be performed outside of the Premises, such work shall be coordinated with the Landlord's representative and other Contractor(s) on site, if applicable. Any walls, ceilings or

floors that must be accessed to do the work shall promptly be patched and repaired to its prior finished condition. Proper protection of surrounding areas and other people in the building must be implemented for any such work. If the Tenant's Work requires the installation of materials (ie. electrical or data wiring, or other MEP services) inside the premises of adjoining tenants (either below or adjacent to), the Tenant must properly coordinate this work with the Landlord's representatives. This work, unless approved by the Landlord and the adjacent tenant(s), would most likely be required to be performed outside the normal business hours. The Landlord cannot guarantee the integrity of any wiring once installed, especially that wiring which is installed outside of the Tenant's Premises, therefore the Landlord recommends that wiring outside the Tenant's Premises be installed inside conduit.

9. The Contractors shall comply with Landlord's Rules and Regulations applicable to Tenant's construction activities and the activities of Tenant's Agents and Consultants; and comply with Landlord's directions and requirements concerning the use and the time of use of the means of ingress to, and egress from, the Building (and the Building elevators), including, but not limited to:
 - a. Hours of construction shall be between 7:00 am and 4:30 pm Monday through Friday. Construction against infrastructure or that creates noise, including coring, chipping and work with power actuated fasteners, that would disturb other building occupants shall not be performed between the hours of 8:00 am and 6:00 pm. If Tenant requires other hours of construction operations, the Landlord shall be notified 48 hours in advance and shall make necessary arrangements with Landlord to coordinate with the building's life safety systems operation.
 - b. Construction workers shall park their vehicles in the parking garage. If this is not possible, the general contractor will coordinate with building management for other parking.
 - c. If construction workers, suppliers etc. wish to use the cafeteria, the permitted times of usage shall be between 9:00 am and 9:30 am and between 11:15 am and 12:00 pm;
 - d. Toilet facilities on a designated floor may be used by the construction workers, suppliers etc., however, the Tenant shall be responsible for any damages to the toilet facilities by these people and shall be responsible to keep the facilities clean on a daily basis.
 - e. Receipt of construction materials and supplies shall be coordinated with the Landlord's on-site personnel. All supplies and materials must be delivered to the premises either through an exterior opening or after hours.
 - f. Use of the freight elevator service must be coordinated with the Landlord's on-site representative.
 - g. All common area floors, walls and wall corners exposed to potential damage, including the elevator cab, shall be protected when carting materials and supplies through them.
 - h. Location and use of trash dumpsters shall be coordinated with the Landlord. .
10. With respect to any work at the Premises that will affect the roof, Tenant shall review the warranty requirements and use the Building's contractor providing the warranty and shall comply with all warranty requirements to prevent the warranty from being diminished or invalidated.

11. With respect to any work on the Building's HVAC, Fire Alarm, Sprinkler, Electrical or other Building System, the Tenant's contractor(s) shall coordinate with the building management any required shut down or work that will have any affect on the Building System.
12. With respect to core drilling, or attachments, into the structural slabs of the Property, the Tenant Contractors will be required to follow this procedure::
 - a. The Tenant Contractor must timely notify the Landlord's representatives prior to proceeding with any core drilling or attachments.
 - b. The Tenant Contractors must contact Jim Romeo (Structural Engineer who designed the Merritt 7 buildings) to review the scope of the planned activities in order to investigate the location of the core and locate tension cables in the area of the core drill. (His contact info is Consulting Engineers 191 Main Street Eastchester, NY. Phone 914-337-3977). The Landlord may designate another structural engineer if necessary.
 - c. In addition to reviewing the scope of work with the Structural Engineer, the Tenant Contractors must contact Radar Solutions International to perform a complete radar investigation in the area of the core drilling. This investigation will provide vertical, horizontal, and sectional views of the locations that intend to be core drilled. Their contact info is 51 Riverview Ave. Waltham, MA. Phone 781-891-4492). The Landlord may designate another independent radar investigation contractor if necessary.
 - d. All core drilling must be performed with a ground fault drill. The Tenant Contractor must test any drill at the beginning of the day and at lunch time.
 - e. As previously noted, all shots or anchor attachment materials and methods of installation must be reviewed and approved by the Structural Engineer prior to commencement of those activities.
13. Locksets/Keying – the Property is currently on the Sargent LD system utilizing Sargent interchangeable cores. These cores fit within the Schlage locksets, which are currently being utilized as the standard. Cannan Distributors (20 Largo Drive, Stamford, Ct 06907 – 203-356-1000 Steve Lach) currently has the pinning for the master system, and should be contacted to coordinate the Tenant's locking system in order to coordinate with the Property.