

**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**

**Policy:**

All contractors, consultants and vendors working in the Building must comply with the Building Work Rules and Regulations. These Rules establish a specific standard of performance for all contractors, consultants and vendors working in the Building. No additional enforcement notifications will be given. Any party deviating from the Building Work Rules and Regulations will be subject to removal from the Building and/or to damages.

**Building Work Rules and Regulations:**

These Building Work Rules and Regulations are access and construction rules to be followed by tenants, sub-tenants, contractors, designers and vendors who require access to the Building or who will be designing or installing work in the Building.

Any references to JBG Smith or Property Management refer to the Property Manager.

Contractor means general contractor, construction manager and/or its subcontractors and suppliers doing construction or related work in the Building either directly for the Building Owner, Property Management or Tenant.

Information concerning the Building's Operation (i.e. Property Manager, normal business hours, etc.) is listed on the attached Building Information Sheet.

All Contractor work, must be approved, in advance, by JBG Smith's Property Management. All Contractor activities must be conducted in a professional manner. All individuals must keep in mind that JBG Smith's Property Management is responsible for providing quality service to all customers, tenants and visitors of the building. Poor conduct reflects unfavorably on the Contractor's job performance and JBG Smith's Management Staff.

**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**

**Contract Administration:**

1. **DRAWINGS** - Contractor/Tenant will supply Property Manager with two (2) copies of all approved drawings for review prior to the start of any alteration (including architectural, structural, mechanical, electrical, plumbing, lighting and office furniture layout). Drawings submitted shall be 1/8" or 1/4" scale. Mechanical plans should indicate location and size of all return air grills. All space plans, final drawings and engineering or design/build drawings must have the expressed written approval of JBG Smith prior to beginning construction.
2. **EXISTING AS-BUILTS** - Existing as-builts, backgrounds or suite documentation issued by Property Management are intended to assist only and are not to be solely relied on without independent verification by the contractor, consultant or vendor. Architects must field verify. After completion of work, Tenant shall supply the Property Management with a set of as-built drawings showing all work performed including any and all field modifications.
3. **CHANGE ORDERS** – Property Management must approve all activities in writing and changes that may result in a cost to JBG Smith prior to the cost being incurred. Claims for additional costs for activities or changes not previously approved by JBG Smith will be disqualified and rejected without payment.
4. **SUBCONTRACTORS** - The Tenant and/or Contractor shall be held responsible for its subcontractors' actions in all cases. The Property Manager or other JBG Smith personnel will not be responsible for directing subcontractors or liable for any acts or omissions of a subcontractor in the event some direction is given in the absence of the General Contractor.
5. **CONTRACTOR APPROVAL** - Prior to the approval of any work, a complete contractor and subcontractor list must be provided to JBG Smith for review and approval. While approval will not be unreasonably withheld, JBG Smith has the right to disqualify a contractor or subcontractor based on prior performance which may negatively impact the building, and/or its tenants or the presence of which may adversely affect the operation of the building and/or its tenants.
6. **HAZARDOUS MATERIALS** - The building may or may not contain hazardous materials. Contractor shall contact the Property Management to obtain a copy of the Hazardous Materials O&M plan and shall follow the procedures outlined in the plan.
7. **HAZARDOUS MATERIAL DELIVERIES** - Before any hazardous materials are utilized or delivered into the Building, Contractor shall notify and seek the approval in writing from Property Management. All required paperwork must be submitted to the Property Manager to be kept on file at the Building. Storage locations will be approved by the Property Manager in advance of delivery. Contractor is responsible for providing information (MSDS) to workers regarding all hazardous or suspected hazardous materials and substances used or introduced by the Contractors, including their potential hazards. At the conclusion of

## **1725 DESALES STREET**

### **BUILDING WORK RULES AND REGULATIONS**

the work requiring hazardous materials, the hazard materials shall be removed from the property.

8. **AFTER HOUR AUTHORIZATION** - All requests for after-hour authorizations that affect building systems and equipment will be sent in writing to the Property Manager least one (1) week in advance. (No call-in authorizations) Use attached form.
9. **PERMIT, SCHEDULE & CONTRACTOR LIST** – A copy of the construction permit, the construction schedule and a list of the approved subcontractors shall be submitted to the Property Manager prior to construction. During construction, copies of all inspection approvals shall be submitted to the Property Manager. At the completion of construction, copies of all final approvals shall be submitted to the Property Manager.
10. **CERTIFICATE OF OCCUPANCY** – A copy of the Tenant's Certificate of Occupancy shall be sent to the Property Manager's attention at job conclusion.
11. **AS-BUILT DRAWINGS** – Architectural, mechanical, plumbing, sprinkler, fire alarm and electrical as-built drawings in a blue-line format and on CD-ROM must be forwarded to the Property Manager at the completion of the project. As-built drawings shall be accompanied by an air balance report, confirming the HVAC system balanced within ten percent (10%) of design criteria, a copy of the re-labeled electrical panel schedule and all other record documentation required by the Contract Documents.
12. **INSURANCE** - Before commencing the alterations and at all times during construction, Tenant's contractor shall maintain all necessary insurance as indicated below, and provide Property Manager with certificates evidencing the required coverage before Tenant begins work hereunder. Such insurance shall specifically name Tenant as an additional insured with respect to the work to be performed:
  - Worker's Compensation as required by all applicable Federal, State, Maritime or other laws, including Employer's Liability Insurance with a limit of at least \$100,000.00;
  - Comprehensive General Liability Insurance for bodily injury and property damage with single combined limit of \$1,000,000.00 including independent contractor's liability coverage;
  - Comprehensive Automobile Liability insurance including non-ownership and hired car coverage with a single combined limit of \$300,000.00.

**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**

13. **CERTIFICATE OF INSURANCE** - A certificate of insurance showing general liability and workman's compensation for each subcontractor and for the General Contractor, listing the following as additional insured

- **DeSales Venture, LLC;**
- **JBGS/TRS, L.L.C.**  
**and their respective partners, shareholders, agents and employees**

shall be delivered to the Property Manager prior to commencement of work.

12. **MECHANIC'S LIENS** – Tenant shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Agreement unless otherwise indicated in the tenant's lease agreement. Tenant shall keep the Building, or other improvements and land of which the premises are part free and clear of all mechanic's liens resulting from the construction done by or for Tenant. In the event any mechanic's lien shall at any time, whether before during or after the Lease Term, be filed against any part of the Demised Premises or Building of which they are a part by reason of work, labor, services or materials performed or furnished to Tenant, Tenant shall forthwith cause the lien to be discharged of record or bonded off to the satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded off after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the lien by paying the amount claimed to be due. The amount paid by Landlord, and all costs and expenses, including reasonable attorney's fees incurred by Landlord in procuring the discharge of the lien, shall be due and payable by Tenant to Landlord upon demand as additional rent under the Lease Agreement.

13. **WAIVER OF LIEN** – Tenant agrees that in any contract pertaining to any work done on its behalf, Tenant will require its contractors to sign a Waiver of Lien in the form attached hereto, covenanting that no mechanic's liens shall be filed by it or any of them against the Demised Premises of the building for or on account of any work done or material furnished by the contractor or by any and all parties acting through or under them for, toward, in or about the construction of the aforesaid building. All subcontracts with the subcontractors and material persons must contain waiver of lien provisions similar to that required to be contained in any contract to be executed by Tenant with contractor. Said contract shall further provide that the aforementioned waiver clause may not be waived by the parties thereto either orally or otherwise, and shall contain language to the effect that said waiver clause is for the benefit of the Landlord, who shall specifically be named in the contract.

14. **INDEMNIFICATION** – Tenant agrees to indemnify and hold harmless Landlord and Landlord's Agent from any and all loss, claims (including costs and attorneys' fees), damage, charges or any other liability, and for the costs of defending any claims arising out of and in connection with Tenant's alterations in, on and to the Demised Premises. Tenant agrees to reimburse Landlord for and damage to Owner's property occurring by reason of the act or

## **1725 DESALES STREET**

### **BUILDING WORK RULES AND REGULATIONS**

neglect of Tenant's contractor, his employees or agents (including subcontractors) in connection with the performance of these alterations.

15. **DAMAGE** - Any damage caused to the Building by the Contractor, including but not limited to the doors and freight elevators, will be repaired by the Contractor as directed by Owner. Owner reserves the right to remedy the defects at the Contractors expense if the work is not acceptably corrected within two weeks of written notification.
16. **PUNCH LIST** - The Contractor shall notify the Property Manager at least 48 hours in advance of completion of construction. A walk-through and punch list shall be made on each project before final payment will be considered.
17. **NEW EQUIPMENT** - All new, existing and relocated equipment and devices shall be easily accessible (i.e., not blocked by new or existing construction).
18. **PRE-JOB WALK-THROUGH** - A pre-job walk-through shall be arranged by the Contractor with the Property Manager, and all on-site staging areas must be approved in writing by the Property Manager. Weekly progress meetings will be held. The Contractor shall conduct and issue minutes for weekly progress meetings, which will be attended by Vornado/Charles E. Smith representatives.
19. **HOT WORK** – Hot work includes work that produces sparks, heat or uses an open flame. Many rooftop repairs on roofing, drains, HVAC and signs involve hot work. Other hot work examples include cutting, welding, brazing, soldering, grinding and the thawing of pipe. Prior to proceeding with hot work, Contractor must evaluate all other alternatives and choose a safer option such as bolting, hydraulic shears or reciprocal saw, mechanical clamps, threaded pipe or tube connections, non-torch applied roofing systems and filing. If no alternative exists except for hot work, Contractor must:
  - Pre-screen all subcontractors, review their safety and loss records and confirm that they carry the contract required insurance coverage and limits;
  - Select a fire safety supervisor to coordinate hot work operations and monitor safety;
  - Notify the Property Manager through the use of the attached Hot Work Permit;
  - Follow the precautions checklist on the attached Hot Work Permit to ensure hot work is effectively managed throughout the process;
20. **KEYS & LOCKS** – Whenever it is deemed necessary by Tenant or Property 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. All lock changes shall require prior written notification by the Contractor to Property Management and must comply with established building standard specifications. (See Building Engineer for lockset specifications).
21. **COMMON AREA FINISHES** – The Contractor shall coordinate the timing of installation of common area finishes with the Property Manager and due respect shall be given to the

## 1725 DESALES STREET

### BUILDING WORK RULES AND REGULATIONS

convenience of tenants on the floor. Nothing will be screwed into existing metal building components.

22. **PROTECTION OF FINISHES** – Contractor shall protect all finishes including but not limited to elevator doors, frames and cabs, flooring, wall surfaces, doors, door frames, hardware with durable materials during demolition and during the movement of materials to the space under construction. Carpeted areas shall be protected until such time as the carpet has been installed in the space under construction.
23. **WIRING** – No contractor shall lay wiring on ceiling grid. All wiring, including communications, shall be strapped or wire tied to the deck above in compliance with the applicable code. Under no circumstances may wire be strapped to sprinkler piping. No wiring of any kind shall penetrate fire dampers in demising partitions.
24. **LIGHTING** - The lamps in all fluorescent fixtures shall follow the Building Standard in color and wattage unless previously approved by Property Management.
25. **WINDOWS** - No changes to the window coverings or window tinting will be accepted.
26. **FAÇADE** - No improvements will be accepted that would alter the Building's appearance from the exterior.
27. **BUILDING STANDARDS** - All Building Standards must be adhered to when shown or indicated on the Working Drawings.
28. **SLAB PENETRATIONS** – For all slab penetrations required for new work, the slab shall be x-rayed to locate reinforcing bars, post-tensioning cables, piping, conduits, etc. All components shall be clearly marked on the slab surface prior to drilling, coring, etc. Contractor shall not cut reinforcing bars, cables, etc., without prior written authorization from Property Management and shall repair any damage caused by slab penetrations in violation of this paragraph. All slab penetrations shall be fire-stopped.
29. **ACCESS** - The Contractor must provide the Property Manager with written notification one (1) week prior to needing access to an occupied area. The Property Manager will notify the Tenant and then provide direction to the Contractor. The Contractor will only be allowed access to the floors and/or suites on and in which they are working. Access to adjacent suites and to other floors in the Building is prohibited without the Property Manager's prior written approval.
30. **ODOR & NOISE** - No odor causing activities or activities causing excessive noise, vibrations etc., which could have an adverse affect on tenants (i.e., core drilling, drilling, shooting track, spray painting, any paint using an oil base or lacquer, etc.) will be performed during the hours of operation of the Building. After-hours work will be allowed with the Property Manager's consent and prior written notification. The Contractor shall verify in advance that after-hours work can be done. The Contractor shall notify Property Management one (1) week prior to commencing any work which may cause objectionable

## **1725 DESALES STREET**

### **BUILDING WORK RULES AND REGULATIONS**

noise or odors so that management can notify surrounding tenants in an appropriate amount of time, even if work is performed after regular business hours. The Contractor is responsible for controlling and for keeping noise levels to a minimum. Voices, machinery, tools and radios heard in the common areas or in adjacent occupied spaces will not be allowed, and all such activities will be suspended at the direction of the Property Manager at his/her sole reasonable discretion. When contractors are working above an occupied suite, ladders must be picked up to be moved or proper noise dampening padding should be attached to the feet of the ladder.

31. **SERVICING OF MECHANICAL EQUIPMENT** - No walls shall be installed over or in front of so as to inhibit the access to a VAV box or other HVAC distribution device. No walls shall be constructed across a ceiling light fixture so as to inhibit changing of lamps or servicing the light fixtures when necessary.
32. **DUCT WORK** – Unless the approved drawings provide otherwise, in buildings with a pressurized ceiling supply system, a ducted supply and return air system shall be installed. The return air duct shall connect to the return air shaft. The duct work shall be no less than 22 gauge metal and maximum allowable length of flex duct from the diffuser to the metal duct shall be ten (10) feet. In buildings with pressurized ceiling supply systems, drywall shall be installed slab to slab to isolate the duct system from the original paper barrier system. The integrity of the remaining paper barrier system shall be maintained.
33. **AIR BALANCE REPORT** - Supply/return air shall be balanced by the Contractor and shall not affect entry or interior door operation. A copy of the Air Balance Report must be forwarded to the Property Manager. Inspection of the HVAC work shall be scheduled through the Building Engineer and shall take place with the attendance of the HVAC contractor's air balance engineer and the Building Engineer. All diffusers will be balanced within ten percent (10%) of design criteria.
34. **UTILITY CONSUMPTION** - Where independent tenant-owned A/C units are installed, electric sub-meter shall be installed, when required, in accordance with the lease agreement. Where the unit requires city water rather than tower water, the water shall also be sub-metered. As defined by the lease agreement, tenants occupying any partial floor and having other equipment with high electrical usage, such as printing presses, computer centers (LAN rooms), etc. sub-meters shall be installed with the consumption billed in accordance with the lease. All sub-meters, whether electric, gas or water, if required, will be added at Tenant's expense unless specifically stated otherwise in the lease. The Contractor shall ensure that all utility services (electrical, HVAC, etc.) to each separate tenant suite will be provided specifically for each specific suite. No shared services will be accepted. When splitting an existing electrical service, the Contractor must restore the adjacent tenant's service to a condition acceptable to the Property Manager. Separate metering must be provided as required by the Working Drawings.
35. **CONDENSATE DRAIN LINES** – Condensate drain lines from tenant A/C units must be piped to a wet stack and not to a sink.

## 1725 DESALES STREET

### BUILDING WORK RULES AND REGULATIONS

36. **ISOLATION VALVES** – Proper isolation valves shall be installed on all tenant A/C units, new plumbing fixtures, appliances or other equipment, to facilitate maintenance and also to allow the item to be removed without interfering with the building operation.
37. **PIPING** – All piping for sinks, kitchen units, water closets, and condensate piping, used to install a tenant-owned A/C unit, should be copper (use of plastic pipe in plenum ceilings is prohibited).
38. **EXISTING BUILDING EQUIPMENT AND FIXTURES** – Tenant shall be responsible for repairing any existing building equipment and fixtures damages as a result of Contractor. Contractor must notify the Property Manager immediately of damage or discovery of existing damage. If alteration work requires the relocation of space temperature sensors, thermostats or other building equipment, such relocation will be solely at Tenant's expense.
39. **VALVES** – Any domestic, high temperature, chilled or condenser water connections made to the building's piping system must have good quality isolation, brass body gate-type valves and adequate system drain valves installed. All valves must be easily accessible and not concealed in finished ceiling.
40. **NEW HVAC** – All new HVAC equipment installed must have a service electrical disconnect located within sight of the unit. Also gauges and thermometers must be installed in both the supply and return air side and water side of new equipment.
41. **TRASH & DEBRIS** - The Contractor must provide for the daily removal of all trash and debris created during the course of construction. All contractors must schedule the delivery and location of trash containers with the Property Manager. At no time are the Building trash compactors and/or dumpsters to be used by the Contractor. The Property Manager assumes no responsibility for the Contractor's trash containers. Trash shall be contained within the Contractor's trash containers and emptied on a regular basis and never allowed to overflow or otherwise remain outside of the required container. All areas the Contractor or its subcontractors work in must be kept clean. All suites that Contractors work in shall have construction dirt, dust and debris removed prior to completion inspection. This final cleaning includes cleaning of all carpet, windowsills, inside of perimeter windows, window blinds or drapes, light diffusers, HVAC grilles, cabinets, sinks, etc. The cleaning of construction tools and equipment will be confined only to the janitor closet. All janitorial, electrical and telephone closets utilized by construction should be kept clean throughout the work period and clean and free from construction debris after the construction is complete. No paints, thinners, or hazardous material will be poured down the drain. The Contractor must leave the constructed space completely clean, including but not limited to the cleaning of the inside of all exterior windows and sills, all interior windows and sill, window blinds or drapes, all light fixture lenses, all HVAC grills, cabinets and sinks. The Contractor must also vacuum the floor, including edge vacuuming, as a part of its work.

The Contractor shall maintain cleanliness throughout the Building, and no cluttering or blocking of hallways, exits, elevator lobbies, electrical closets or loading docks is allowed. All carpets are to be kept clean at all times, **ESPECIALLY CARPET IN COMMON**

## **1725 DESALES STREET**

### **BUILDING WORK RULES AND REGULATIONS**

**LOBBIES AND CORRIDORS.** Contractor will be required to reimburse Property Management for a thorough carpet cleaning at the completion of the construction job, if such cleaning is deemed necessary in the sole judgment of the Property Management.

- 42. **OSHA SIGNAGE & BARRICADES** - The Contractor is responsible for ensuring job site safety. This includes safety for the work force as well as anyone entering the construction area. The Contractor shall provide protection and barricades and signage as required to ensure the safety of their personnel, building employees, building tenants, visitors, etc. and shall strictly comply with OSHA minimum standards.
- 43. **LOADING DOCK** – Use of the loading dock will be limited to the building hours of operation outlined on the Building Information Sheet or unless otherwise coordinated with the Property Manager.
- 44. **ELEVATORS** – 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 protection and elevator pads. Use of the freight elevator will be limited to the building hours of operation or unless otherwise coordinated with Property Management and will be restricted by the scheduling restraints placed by Property Management. Contractors shall not use passenger elevators, without prior written approval of Property Management.
- 45. **STORAGE** - Construction materials and equipment shall not be staged or stored in any area without prior written approval of the Property Manager.
- 46. **RESTROOMS** - Restroom use by Contractor personnel is restricted to the floor on which work is being performed or as designated by the Property Manager. The Contractor must clean and repair existing restrooms as part of the final clean up. Restrooms on multi-tenant floors shall daily be kept clean and free of construction debris and dirt by the Contractor during construction.
- 47. **FOOD** - Food and related such debris shall not be left in the suite under construction or anywhere else in the Building at any time.

## **1725 DESALES STREET**

### **BUILDING WORK RULES AND REGULATIONS**

#### **Contractor Shall Provide For The Following:**

- Parking for Contractor's and Contractor's employees' vehicles.
- Security service as may be required to perform work.
- Protection, using durable materials, and restoration of all finished surfaces to remain (i.e. carpet, glass, aluminum, ceilings, wall covering, paint, hardware, etc.).
- Written notice to the Property Manager and written approval obtained from the Property Manager at least 1 week prior to any interruption of building services. The Contractor will be responsible for damages arising out of loss of building services, including power, due to its actions and the actions of its subcontractors.
- All work, including demolition, on building Life Safety Systems (smoke detectors, sprinklers, and fire pull stations, fire doors) will be completed by a contractor approved by the Property Manager and be monitored by the Building Engineer. All tie-ins to and programming of the fire alarm panel shall be completed at the Tenant's expense by the building's fire alarm vendor only. Prior to occupancy, the Contractor will demonstrate to the Engineer's and/or Property Manager's satisfaction that the Life Safety Systems are functioning properly. Contractor shall provide keys, operational manuals and instructional training to the building staff on the operation of new fire panels or control devices.
- All work that may activate, deactivate or alter any smoke detector(s), fire door(s), sprinklers, electronics, fire protection, life safety or security systems shall require prior written notification to the Property Manager. Such work shall not commence until Property Manager's written approval has been obtained for both timing and scope of work. Failure to receive authorization before commencing this work shall result in a \$500.00 fine in addition to any fee, penalty, or fine assessed by jurisdictional authority.
- Protection of all drains to prevent clogging and the cleaning of all drains which have become clogged during construction.
- All HVAC work will be inspected by the Property Manager and/or the Building Engineer.

## **1725 DESALES STREET**

### **BUILDING WORK RULES AND REGULATIONS**

#### **The Following Procedures Shall Be Observed By The Contractor:**

- Walk off mats are to be provided at public corridor side of entrance doors.
- During construction, Contractor shall raise window blinds and protect existing draperies so as not to damage them.
- All HVAC units within the construction area will be turned off during the construction period or protected to prevent dust or debris from entering.
- Continuous protection and filtration of HVAC return air to include but not be limited to covering main HVAC return with filter material.
- Contractors are not to sit or stand on building equipment.
- Contractor will reimburse Landlord for filter changes and evaporator cleaning at the end of the job.
- A preliminary inspection of the HVAC work in progress shall be scheduled through the Property Manager prior to the installation or re-installation of the ceiling grid.
- The Building Engineer and Property Manager will inspect the construction on a periodic basis.
- The location of all thermostats and diffusers shall be verified with Building Engineer prior to their installation or relocation.
- The Contractor shall verify furniture plans and be responsible for mounting thermostats and switches away from file cabinets, shelves, etc. to allow good airflow and clear access.
- Electrical panel schedules must be completely replaced and dated, identifying all new circuits. All new panel schedules shall be typewritten.
- All electrical outlets and lighting circuits shall be properly identified. Outlets shall be labeled on the backside of the cover plate.
- Doors to suite, equipment and electrical rooms shall not be left open when the Contractor is not present. No door shall be propped open or the closer arm detached. Any electrical closet that is open with the panel exposed must have qualified Contractor personnel present at all times.
- The Contractor must contact the Property Manager for identification of any conduit to be removed or relocated as a part of the work.

**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**

**Additional Rules Apply To All Contractors & Subcontractors:**

- A) Hard hats and safety glasses are to be worn at all times
- B) NO SMOKING
- C) No eating or coffee breaks are allowed in public areas or occupied tenant space. The only approved area for eating or coffee breaks is within the contracted work area (if not occupied) or space designated by the Property Manager.
- D) No congregating in public areas especially entrances within the building or the building's premises. Meetings, lunches and breaks are to be within the contracted work areas.
- E) Professional behavior is required. Appearance and professionalism are important to our customers, visitors and tenants when Contractors and their employees are within the building. Congregations in public areas reflect unfavorably on the entire job, JBG Smith, Building Management and the contracting firm. Serious offenses which will result in immediate dismissal from the premises or closing down of the job include:
  - Core drilling, hammer drilling, shooting track or work resulting in excessive noise (unless approved by the Property Manager) between lease hours listed on the Building Information Sheet attached.
  - Drinking on the job, or coming to work in an intoxicated condition.
  - Possessing or consuming drugs or illegal substances while on the property.
  - Violating Local, State or Federal Statutes or Regulations while on the property.
  - Physically or verbally abusing any individual who works in or visits the building.
  - Duplicating any keys or illegal entrance into any restricted space within the property.
  - Gambling with any individual while on the property.
  - Sleeping on the job.
  - Behaving in a disorderly manner.

**1725 DESALES STREET**

**BUILDING WORK RULES AND REGULATIONS**

- Playing of radios to be heard in the common areas or any occupied tenant space.
- Use of foul and/or vulgar language or gestures.
- Clothing or language that is offensive or vulgar.

I hereby agree with the terms and conditions set forth above in the Building Work Rules & Regulations:

**CONTRACTOR:**

**JBGS/TRS, L.L.C.:**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

## WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

**OWNER: DeSales Venture LLC**  
**GENERAL CONTRACTOR:**

**PROJECT NAME:**

**STATE:**  
**COUNTY:**

The undersigned, in consideration of the sum of \$\_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through \_\_\_\_\_ (date of this waiver) to DeSales Venture LLC (owner) on the job of \_\_\_\_\_ (Project) to the following property: 1725 DeSales Street NW (Name and Address of Project). This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

Any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, materials or services to the undersigned for use or incorporation into the construction of the improvements or alterations to the Building or Demised Premises have been paid and satisfied in full, and there are no outstanding claims of any nature arising out of, or related to, the undersigned's activities on, or improvements to, the Building or Demised Premises.

This Waiver and Release of Lien constitutes a representation by the undersigned signatory, for and on behalf of the firm or company listed below, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements in the Building or Demised Premises as of the date of this Waiver and Release of Lien, except for the payment of retainage. The undersigned hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner, the Owner's lender, any tenant of Owner, the General Contractor (if this Waiver and Release of Lien is signed by a subcontractor or supplier), or any other person or entity with a legal or equitable interest in the Building or Demised Premises, as of the date of this Waiver and Release of Lien, except as follows: \_\_\_\_\_.

This Waiver and Release of Lien is specifically made for the benefit of the Owner and the Owner's lender, any tenant and lender of any tenant, and any other person or entity with a legal or equitable interest in the Building or Demised Premises. The amount of money set forth as due and owing in the immediately preceding Waiver and Release of Lien dated \_\_\_\_\_, 20\_\_\_\_, has been received, and is deemed paid in full.

In Witness Whereof, the undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers, has placed his hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

\_\_\_\_\_

\_\_\_\_\_

Contractor/Supplier/Sub-Contractors

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires

## FINAL LIEN WAIVER AND AFFIDAVIT

**Contractor/Subcontractor:** \_\_\_\_\_  
**S.S. or Federal Tax ID:** \_\_\_\_\_  
**Owner:** DeSales Venture LLC  
**Original Contract Amount:** \_\_\_\_\_  
**Approved Change Orders:** \_\_\_\_\_  
**Adjusted Contract Amount:** \_\_\_\_\_  
**Completed To Date:** \_\_\_\_\_  
**Retention:** \_\_\_\_\_  
**Total Earned: (Less Retention)** \_\_\_\_\_  
**Previous Payments:** \_\_\_\_\_  
**Current Payment:** \_\_\_\_\_  
**Contract Balance:** \_\_\_\_\_

The UNDERSIGNED being duly sworn states that he is the \_\_\_\_\_ of \_\_\_\_\_, which has a contract with DeSales Venture LLC for work and/or materials for the real property located in the County of \_\_\_\_\_, State of \_\_\_\_\_, and more particularly described as follows: 1725 DeSales Street (the "Property").

The UNDERSIGNED, for and in consideration of receipt of the sum of \$\_\_\_\_\_ and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release its lien and right to claim a lien for labor, services or materials furnished in favor of \_\_\_\_\_ and each and every party making a loan on the Property or insuring title thereto, any and all lien rights upon said land and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter.

The UNDERSIGNED respectfully warrants that the contract status set forth above is accurate, and no other sums are claimed. The undersigned represents that he has not assigned his claims for payment, nor his right to perfect a lien against the Property, and has the right to execute this Lien Waiver and Affidavit on behalf of \_\_\_\_\_ as it's authorized \_\_\_\_\_. All laborers, subcontractors, and suppliers employed by the undersigned have been paid all sums previously due, and shall be paid all current sums due out of this payment. None of such laborers, subcontractors, suppliers or materialmen is or will be entitled to claim or assert any

claim against the Property or the improvements thereon for labor or materials furnished to or for the account of the undersigned.

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESS

\_\_\_\_\_

\_\_\_\_\_

Contractor/Supplier/Sub-Contractors

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires

**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**  
**BUILDING INFORMATION SHEET**  
**1725 DESALES STREET**

**BUILDING ADDRESS**

1725 DeSales Street, NW  
Washington, DC 20036

**PROPERTY MANAGEMENT**

Contact:	Maggie Chapman
Phone Number:	(202) 955-4572
Fax Number:	(202) 955-5732
Emergency Control Center	(703) 769-1250

**LOADING DOCK LOCATION** N/A

**FREIGHT ELEVATOR LOCATION** Elevator #3  
Accessible from PMI breezway

*The Freight Elevator May Be Reserved for Exclusive Use Outside Building Operation Hours With Prior Approval From The Property Manager.*

**DEBRIS BOX LOCATION** N/A

*All debris must be removed from site.*

**HOURS OF OPERATION**

BULDING	8:00 A.M. – 6:00 P.M. Monday-Friday 8:00 A.M. – 1:00 P.M. Saturday
MANAGEMENT OFFICE	8:30 A.M. - 5:00 P.M. Monday-Friday
Tenant Service Center (TSC)	24 hours – 7 days a week

**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**

**AFTER HOUR AUTHORIZATION REQUEST**  
**1725 DESALES STREET**

Requested By: \_\_\_\_\_

Company: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Work Start Date: \_\_\_\_\_

Work Hours: \_\_\_\_\_

Date of Issue: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Issued By: \_\_\_\_\_

**Description:** \_\_\_\_\_

Floor: \_\_\_\_\_

Location: \_\_\_\_\_

Summary of Work:

Contractor Signature: \_\_\_\_\_

**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**  
**CONSTRUCTION, CUTTING, WELDING REQUEST**  
**1725 DESALES STREET**

Requested By: \_\_\_\_\_

Company: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Work Start Date: \_\_\_\_\_

Work Hours: \_\_\_\_\_

Date of Issue: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Issued By: \_\_\_\_\_

**Description:**

Floor: \_\_\_\_\_

Location:

Summary of Work:

Contractor Signature: \_\_\_\_\_

**Building Management Use:**

The above location/job has been surveyed and precautions checked below have been taken:

Non-combustible covering's in use for cutting  
/welding \_\_\_\_\_

Non-flammable liquids only \_\_\_\_\_

Fire extinguishers present \_\_\_\_\_

All gas cylinders properly labeled and secured \_\_\_\_\_

Proper Smoke Detector zones taken out of service \_\_\_\_\_

Active sprinkler area \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_

**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**

**PERMISSION FOR TENANT ALTERATIONS**  
**JBG Smith**

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**Building:** 1725 DeSales Street, NW Washington, DC

**Owner:** 1725 DESALES VENTURE LLC

**Lot Number:**

**Square Number**

**Suite Number:**

**Lease Number:**

**Description of Work to be Performed:**

**Estimated Time Required:**

**Beginning Date:**

**Completion Date (Approx.):**

**Contractor Name:**

**Subcontractor List**

- |    |    |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

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**PERMISSION IS GRANTED TO TENANT TO PERFORM THE WORK DESCRIBED ABOVE**  
**SUBJECT TO THE SIGNATURE FOLLOWING BUILDING WORK RULES & REGULATIONS**

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**1725 DESALES STREET**  
**BUILDING WORK RULES AND REGULATIONS**

**CERTIFICATE OF INSURANCE REQUIREMENTS**

A Certificate of Insurance from your insurance company is required verifying that you have obtained the coverage required under the terms of your lease and as stated above. This certificate is to be renewed on an annual basis. This Certificate of Insurance should be mailed to:

1700 K Street Associates,  
LLC c/o JBG Smith  
1700 K Street, NW, Suite 100  
Washington, DC 20006  
ATTN: Property Management

A Certificate of Insurance must be received by the Property Manager's office prior to your move or delivery, listing both the following as additional insured:

1725 DeSales Venture, LLC;  
JBGS/TRS, L.L.C.  
Please and their respective partners, shareholders, agents and employees