



CONSTRUCTION RULES AND REGULATIONS
Exhibit D

GENERAL

- 1) The term Contractor as used herein shall refer to the Tenant's Contractor and associated subcontractors, suppliers, employees, agents and assigns.
- 2) The Contractor will take appropriate measures as reasonably required by Landlord to temporarily screen the view of construction from public corridors.
- 3) Doors to the construction area shall remain closed at all times. The doors shall be equipped with lockset, closers and finish hardware. Any signage placed on the door shall be professional in appearance temporary in nature and subject to Landlord approval. Handwritten signage is not acceptable. Marketing signage is not permitted.
- 4) Tenant's Contractor or sub-contractors are not to post signs on any part of the building or on the Premises other than permit card at a location agreed upon by Landlord and contractor.
- 5) Utility costs or charges for any service to the Premises shall be the responsibility of the Tenant from the date Tenant Improvement Work commences:
 - a. Temporary electrical service shall be provided by the Tenant. Tenant or Tenant's Contractor must have Landlord's written approval to connect temporary lines to the power source for service to the Premises.
 - b. Tenant shall apply for and pay for all utility meters required for construction at premises.
 - c. Tenants Contractor shall provide any required temporary heat or air-conditioning for the Premises at its sole expense, if required.
- 6) All work performed by Tenant or Tenant's Contractor shall be performed in a manner so as to avoid any labor dispute which may result in a stoppage or impairment of the work or of delivery services or any other result services or operations in the Building. In the event there shall be any such stoppage or impairment as the result of any such labor dispute, Tenant and Tenant's Contractor shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute. Tenant shall use commercially reasonable efforts to contract for services to be performed in or about the Premises with companies that are Responsible Contractors. A "Responsible Contractor" means any contractor or subcontractor who pays workers a fair wage and Fair Benefits as evidenced by payroll and employee records and who complies with a service-disabled veteran business policy. "Fair Benefits" means employee benefits that include employer-paid family health care coverage, pension benefits and apprenticeship programs.
- 7) All new work performed by tenant must be constructed to fully comply with all applicable city, state and federal accessibility laws, codes and standards.
- 8) An Engineer must be present in the building during all construction work. The Engineering regular hours are Monday through Friday 6:00 a.m. - 10:00 p.m. If overtime work is required, a minimum 48-hour notice must be provided to the Landlord so that an Engineer may be scheduled to supervise the work. The hourly overtime Engineering rate will be billed to the tenant.

CONSTRUCTION PERSONNEL BEHAVIOR

The Contractor shall be responsible for all its actions on-site as well as those of its subcontractors. Any damages to Landlord's or other tenant or other occupant's property caused by the Contractor will be promptly repaired at the Contractor's expense. The Contractor shall maintain a project superintendent on-site at all times whenever the Contractor or any of its subcontractors are working on site. Such personnel shall be fully empowered to coordinate and authorize the Contractor's forces to perform such work as necessary to enable the work to proceed.

The building is a non-smoking building. Smoking is not permitted in restrooms, stairwells, corridors, elevators, tenant or other occupant suites (including construction sites) or other public spaces. Contractor personnel will be asked to leave and will be escorted from the building if found smoking in these areas.

Shouting or abnormally loud talking, crude, obscene, or otherwise disturbing language (i.e., "cat-calls") in the Building is strictly prohibited. Contractor personnel violating this rule will be promptly escorted from the building.

Lunches and breaks are to be taken within the construction area in the building. They are not to be conducted in elevator lobbies, corridors, stairwells or other public spaces.

CONSTRUCTION ENTRANCES AND ACCESS CONTROL

Tenant's Contractor shall use only such entrances and access ways as shall be determined by Landlord. All access for construction materials and labor shall be through the loading dock unless the Landlord approves other arrangements. Building passenger elevators are specifically for tenant or other occupants and visitors.

All employees of contractor shall be issued ID badges. Landlord shall also issue the contractor a key card for freight elevator access. Please complete the request form located at the end of this manual.

KEYING AND SECURITY GUIDELINES FOR CONSTRUCTION AREA

Tenants are responsible for providing temporary keys for their contractors. With prior written approval from Landlord, the Contractor may sign out keys or keycards from the Building office for after-hours use.

Security for the construction area during construction work is the responsibility of the contractor. This extends to possessions as well as the securing of the area upon completion of the work period. Keys to all temporary locking devices are to be provided to building engineer.

Keys for all mechanical and electrical areas must be obtained from the Landlord. Failure to return keys daily, unless other arrangements are made with the Landlord, will result in the key being considered lost. Contractor is responsible for all keys issued to them and contractor may be charged for re-keying all locks associated with lost keys.

Electrical closets, communications closets, and slop sinks are to remain locked when not in use and secured at the end of each workday.

USE OF BUILDING FACILITIES

The Landlord shall designate restroom facilities for contractors. The Contractor must protect the restroom finishes and will be responsible for any damage, defacing, etc. of the facilities during their use. Contractor is responsible for maintenance and keeping restrooms stocked with supplies. The Contractor will be responsible for any unusual or excessive soiling or damage. Restrooms shall not be used for any construction-related activities such as washing paintbrushes or tools.

Contractor shall take care not to clog drains or mar plumbing fixtures, including Janitor's closet basins, with construction debris or materials and shall be responsible for any repair costs. Contractor is responsible for the satisfactory performance of drains up to 30 days past completion of construction.

USE OF FREIGHT ELEVATOR/LOADING DOCK

Contractors may use only the freight elevator for transporting materials and tools to and from the Tenant's Premises. **Other deliveries should be made on and through the Loading Dock. Deliveries off of the alley and/or blocking the Loading Dock and/or the 145 Parking Garage entrance are strictly prohibited. Should the delivery vehicle not fit on the Loading Dock without blocking any portion of the alley, parking on Wells Street without blocking the alley is acceptable at the driver's risk. Deliveries can then be made through the alley and into the Loading Dock.** Contractor shall refer to Section 4 for elevator scheduling procedures. Contractors shall provide proper wall, floor protection and doorframe protection in the elevator cab and in common areas of the building during the tenant improvement work, to protect against damage. Wall and floor coverings shall be promptly removed by the contractor when tenant improvement work is completed unless otherwise directed by Landlord.

The freight elevator operates daily for use by Tenants and other building occupants and for general building operations. No hoisting (of construction materials or personnel) is permitted in passenger elevators during the day.

The Building uses the freight elevator nightly for trash removal and housekeeping. Contractors may use the freight elevator during this time on a shared basis with the Building. Any large deliveries must occur after normal business hours and be scheduled at least 24 hours in advance. Special requests for after-hours use is granted on a first-come, first-served basis, and must be scheduled through Landlord. A usage fee may be imposed to cover the operator cost.

STORAGE OF MATERIALS

Contractors shall contain their storage of materials and their operations within the Tenant's Premises. Material and tool storage may be available outside the construction site. Landlord will determine availability and location at time of request. Storage areas must be cleaned and returned in the same condition as before contractor use. Should the Contractor be assigned space outside of the Premises, they shall promptly move out of such other space, as Landlord shall direct, to avoid interference or delays with other work. Landlord reserves the right to assess a fee for storage space.

The building service corridors, vestibules and loading docks are not to be used for storage or extended staging. Landlord is not responsible for any items left in these areas and any item left may be thrown out or relocated - all costs associated with these actions will be billed back to the Tenant or other building occupant.

Construction materials shall be uniformly distributed if placed on framed floors. Loads shall not exceed the design live load per square foot (50psf).

TRASH REMOVAL

Contractors are to provide trash removal service on a daily basis from areas in which they are working or storing materials. Contractors shall be responsible for directly contracting for this service and for making payments and arrangements as necessary so that the building removal service is not burdened with extra expense because of the activities of the Contractor.

Contractors shall accumulate its trash and construction debris in containers supplied by the contractor and

shall not permit trash and construction debris to accumulate within the premises or in the corridors adjacent to the premises, the loading docks or sidewalks adjacent to the Building. Should the Landlord find it necessary to remove Contractor's trash and debris because of such an accumulation, an extra charge will be made for such removals on a time and materials basis. Coordinate location of dumpster with building engineer.

Building compactor and dumpster are for building use only. Any contractor trash found in the building's dumpster or compactor would be cause for the entire dumpster or compactor being charged to contractor - no exceptions.

BASE BUILDING PROTECTION/UTILITY TIE-INS

Contractor(s) shall protect all base-building elements and all tenant or occupant improvements and equipment in other tenant or occupant premises from damage of any sort and shall promptly repair any damage caused in the course of performing its work.

All base building return air ducts, grilles, fan powered VAV box inlets and affected smoke detectors shall be sealed and protected with suitable materials provided and installed by the Contractor. Smoke detectors shall be fully operational when contractor is not on site.

Requests for scheduling connections to the base building sprinkler system, plumbing systems, exhaust ducts, etc. are to be made in writing to building engineer utilizing the request form found at the end of this manual.

Prior to making any cores through the base building floor slabs, Contractor shall layout such locations and request approval from Landlord for the final core locations and scheduling. Landlord will require up to ten (10) working days to arrange for an engineering review and approval of such work. Tenant shall reimburse Landlord for all costs incurred for engineering review.

No conduit shall be tied directly to suspended ceilings, grid work, hanger wires or HVAC. Conduit must be mounted directly to the deck above, hung with hangers from the deck or laid in cable trays installed as part of tenant or other occupant improvements.

Contractor must use the Landlord's building life safety contractor (Convergint) for the final tie in of the fire alarm work and the tenant is responsible to submit a final testing report to the Landlord indicating all devices work properly.

The Landlord's building automation system vendor, Precision Control Systems shall install all controls, connect, and program the FPB's and VAV's to the building automation system at the tenant's expense. In addition, this vendor must update the building automation system CAD to reflect the as-built condition of the new tenant space at the tenant's expense.

Test and balance reports are to be completed by an independent contractor other than the HVAC subcontractor. Two copies of the report are to be submitted to the Landlord with the close-out documents.

Contractor shall provide access panels for items such as fan power boxes, shut-offs, life safety boxes and air dampers above drywall ceilings or in other inaccessible locations within Premises or common areas affected by the Tenant's work.

LANDLORD PRICING

Toilet Facilities	\$100.00/week
Test & Balance	Actual Cost + 10%
Final Clean	Actual Cost + 10%
Janitorial	Actual Cost + 10%
Security	\$35.00/hour (ST)
Fire Protection Shut Down	\$250.00/occurrence
Pinning of Lock Cylinders	Actual Cost + 10%
Building Engineers	\$60.00/hour (ST) \$90.00/hour (OT)
HVAC Overtime Use	Notify Landlord Hourly Charge TBD

*All prices above are subject to change.

PRE-CONSTRUCTION PROCEDURES & SUBMISSIONS

Tenant or other building occupant and Contractor shall set-up a pre-construction meeting and walk-through with Landlord to discuss procedures and coordination of work. Before any work will be started, there will be a video recorded walk-through of the freight lobby, corridors and tenant or other occupant space to verify the existing condition of walls, doors, ceiling, etc. This walk-through should include the Contractor and Landlord. Failure to comply with the above will put all responsibility for repairs on the Tenant or other building occupant.

It is the sole responsibility of the Tenant or other building occupant to contact local authorities, secure any necessary permits and inspections and to comply with any and all applicable codes and ordinances. Evidence of this shall be by copy of any building permit(s) or a letter from local authorities indicating that the same is waived or not necessary, submitted to Landlord prior to commencement of any work. It is expected that the contractor will abide by all applicable local codes, OSHA, NFPA, and EPA guidelines.

The Landlord reserves the right to halt or postpone any work in the building if determined that the work interferes with any tenant or other occupant's ability to reasonably conduct their business. Any and all work that results in noise or vibration affecting existing tenants or other occupants, including but not limited to concrete coring or sawing, hammering, drilling, shooting of ceiling hangers or wall track, cutting of pipes along the columns or within the concrete slab, shall be done after regular business hours or during special times as designated by Landlord or on weekends, or with the permission of the Landlord.

Prior to construction, all of the following items must be completed:

- An approval request letter must be received and executed by the Landlord. This letter shall describe the proposed tenant improvements to the leased premises and key project dates. This letter must be signed by the original signatory of the lease document or other designated Tenant representative approved by Tenant in writing.
- copies of all contract documents, including addenda and specifications of the proposed work.
- copy of executed Owner/Contractor Agreement and all executed Change Orders.
- An Owner Sworn Statement listing all subcontractors and suppliers; name, description of work and contract value.
- Certificates of Insurance for the General Contractor and subcontractors evidencing the insurance coverage and additional insureds in accordance with this manual.
- Copy of building permit for work.
- Schedule of construction

- Any Tenant Improvement work affecting the base building structural members (slabs, beams, columns, etc.) requires structural calculations and drawings submitted by the contractor to the owner and building official for approval. This submittal shall be prepared by an engineer licensed in the State of Illinois.
- No loads shall be directly hung from non-composite deck
- Copies of all documents shall be kept current and remain on file at the project site for the duration of the work.

Pre-Construction Approvals

- Upon acceptance of properly submitted pre-construction items listed above, Tenant will be provided with written approval from Landlord to proceed with the improvement work requested.
- To proceed with any improvements without complete compliance with the aforementioned is in direct violation of the lease agreement, and could result in litigation.

SAFETY PRACTICES

All contractors and their employees must follow safety practices outlined by, but not limited to: Employer, General Contractor and OSHA. Contractors are responsible for maintaining and enforcing their own safety rules and procedures. Under no circumstances will Landlord accept responsibility for monitoring general safety guidelines. The following guidelines for safety in the building should be followed but is not inclusive of all safety practices required by law, or any other rules that may apply.

- Keep construction area as free of debris as possible.
- Keep chemicals secured in approved storage cabinets.
- Keep floors dry and clean.

Hard hats must be worn at all times inside the construction area. Keep a fully stocked and clearly marked first aid supply kit on the job site at all times. Make sure that there are fully charged, appropriate fire extinguishers present at the job site

FIRE PROTECTION MODIFICATIONS

Modifications must comply with the plans approved by the Landlord. Before any work may begin, the Contractor must complete a fire protection shutdown request and check in with the building engineer who will isolate the floor on which the work takes place.

All fire protection system work that is started on a given day must be completed by the end of the same day. Life-safety trouble alarms shall be cleared before the end of each day. The Contractor is responsible for coordinating this activity.

The Contractor shall be responsible for installation of heat and smoke detectors within the Premises as required by governing codes.

No welding or any other work that has the potential of activating the building fire/smoke detection system may commence without first informing Landlord. It is MANDATORY that welding, torching, and soldering permission be obtained from Landlord prior to the start of work.

PLUMBING MODIFICATIONS

Before any plumbing shutdowns may begin, the Contractor must first check in with Landlord or building engineer, and give at least 48 Hour written notice. The Contractor is responsible for coordinating this activity.

HAZARDOUS MATERIALS

All contractors must supply a list of all hazardous materials and their locations as well as all MSDS sheets to the Landlord or building engineer. Contractors must properly mark and identify all containers containing chemicals with hazardous material stickers and storage areas for these containers shall have MSDS sheets posted. Items requiring this marking are (at a minimum): paint, solvents, lubricants, cleaners, refrigerant, etc. Tenant or other building occupant and contractor shall be responsible for containment, clean-up and Landlord shall have the right but not the responsibility to arrange for containment clean-up and/or repair if it determines in its sole opinion that contractor and Tenant efforts in this regard are insufficient for the safety and comfort of other tenants or occupants.

All paints must be sealed when not in use.

CONSTRUTCION CLEANING

The floor of the construction area must be swept nightly at a minimum. Additionally, a thorough final cleaning including but not limited to the following will be required before the Tenant or occupant occupies the space:

- All light fixtures and lenses
- Windows, window sills and window mullions
- Doors and frames
- Work surfaces
- Wall base
- Carpet and other floor surfaces
- Blinds
- Smoke detectors

Contractors must use Building's cleaning contractor, coordinated through the Landlord.

Upon completion of construction of the Premises, Tenant or Contractor shall notify the Building of such completion so that the building janitorial contractor can schedule the pre-occupancy cleaning of the Premises. Unless otherwise specifically provided in Tenant's lease, final cleanup cost will be billed by Landlord to the Tenant for the pre-occupancy cleaning. Such costs shall be paid by Tenant or Contractor.

SCHEDULING USE OF THE FREIGHT ELEVATORS/DELIVERIES

All deliveries and use of the freight elevator are to be scheduled in advance with the Management Office.

The freight elevator is in operation Monday through Friday for the purposes of existing tenants, building occupants and building staff. Contractors' usage during these times will be limited to items that can be carried by a person and for personnel traffic. In no event will the freight elevator service be compromised by Contractor deliveries.

After hours Monday through Friday, the freight elevator is used by the building cleaning staff and Contractor usage must be shared.

Large deliveries must occur after normal business hours (i.e., before 8:00 a.m. or after 6 p.m.) and be scheduled in advance with the office of the Building. All costs associated with after hour freight elevator usage by Tenant or occupant will be charged to them.

SCHEDULING OF NOISY, VIBRATION PRODUCING OR ODOR PRODUCING WORK

Except as delineated elsewhere in this document, the Contractor's work shall be scheduled so that it in no way

conflicts, interferes with or impedes the quiet and peaceful environment of other tenants or building occupants. Any work that is in conflict with other tenants or building occupants will be rescheduled by the Contractor to such dates or times as approved by Landlord.

Any work that creates noise or vibration that can be heard or felt in other tenant or building occupant spaces must occur outside of normal business hours or at other special times as coordinated with the Landlord to avoid disturbing other tenant or building occupants. Noisy or vibration causing work will be defined as: at a minimum, all anchor's that are "shot" in, any channeling of the floors, concrete or metal coring or any other unreasonable noise or vibration that is noticeable from other spaces. Painting (other than latex enamel) / varnishing must occur after hours or suitable exhaust from the Building must be provided.

Any smoke, noise, or odor producing activities shall only take place with the express advance written consent of Landlord. The Contractor shall be held fully accountable for damage to the project or to other tenants or occupants due to excessive noise, fumes, fire alarms, etc., which are due to the actions of the Contractor.

SCHEDULING OF DEMOLITION WORK

All demolition work shall be performed after hours or at other special times as coordinated and approved by the Landlord or building engineer. Cleaning and dust control measures must be taken to prevent dirt and dust from infiltrating into adjacent tenant or occupant spaces, mechanical rooms or base building areas. Temporary filters shall be installed on all return air grilles and ducts to prevent the passage of dust into the HVAC system.

SCHEDULING WORK IN OTHER TENANT SPACES

There will be no work within another Tenant's or building occupant's space without first notifying the Landlord or building engineer. All work required to be performed in other tenant or building occupant spaces (i.e.: plumbing lines, HVAC ductwork, electrical conduit, etc.) shall be performed on weekends, or at other special times as coordinated with the Landlord and agreed to in writing by the Tenant, Landlord and Tenant's Contractor. Contractor shall provide Landlord with a minimum of three (3) working days' notice of the need of such after-hours or special times work. After hours or special times work will require the supervision by the Landlord's engineering staff. The cost of supervision shall be the responsibility of the Tenant. Contractor shall be responsible for any damage caused to Tenant's or building occupant's premises or merchandise.