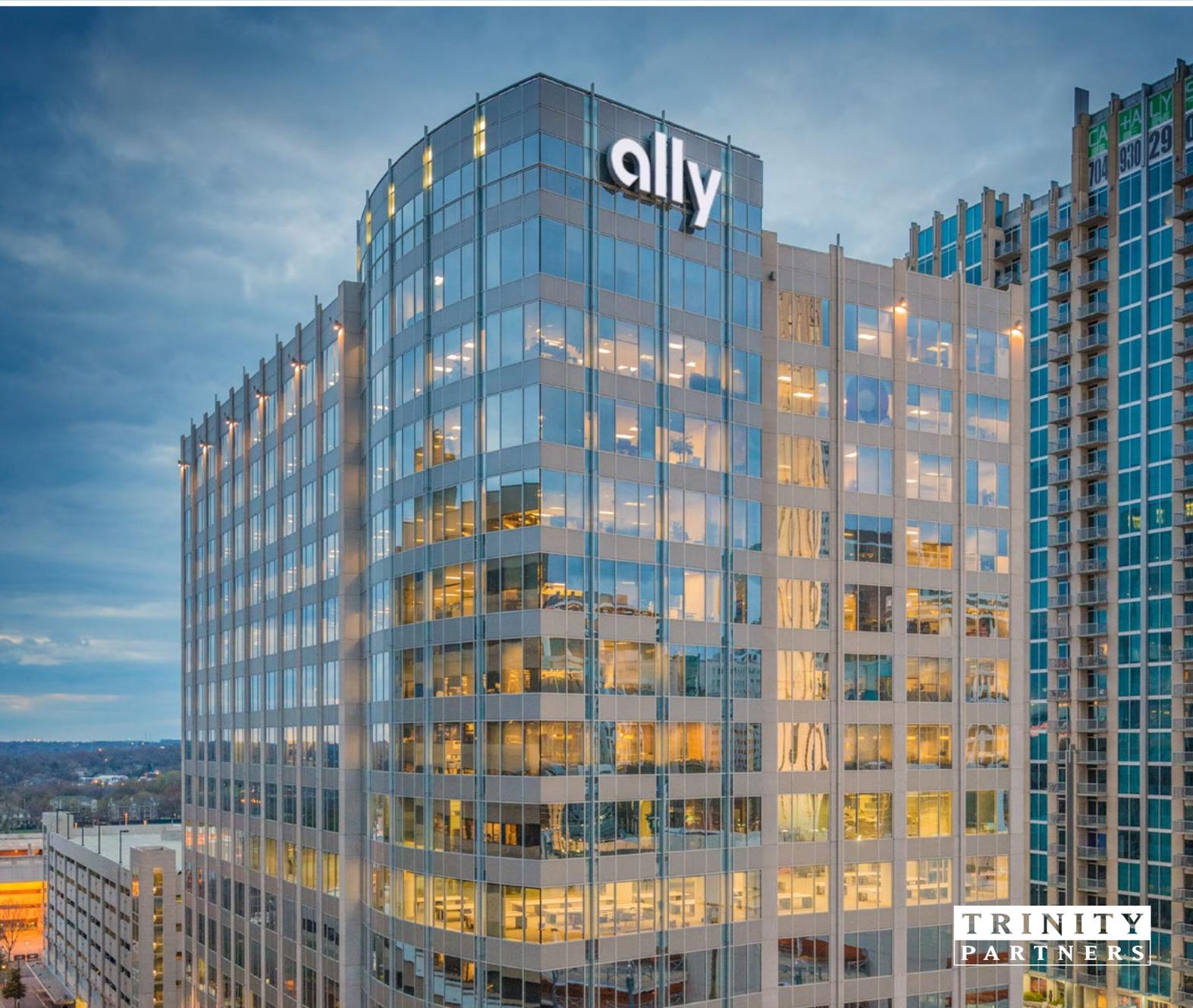


WELCOME TO **Ally Center**

▶ **Tenant Handbook**



**TRINITY
PARTNERS**

**WELCOME TO
Ally Center**

From all of us at Trinity Partners, we would like to thank you for your patronage.

This Tenant Handbook has been designed to provide you with all the building information, procedures and policies which will help provide you and maintain a pleasant work environment.

Ally Center was designed by Smallwood, Reynolds, Stewart, Stewart & Associates and completed in 2009. Constructed of reinforced concrete columns, sheer walls, beams and decks. Ally Center is a 16-story Class A office building standing 160 feet tall with 368,365 rentable square feet of office and retail space. It is a LEED gold certified building.

Ally Center is owned by EPIC NC, LLC. As the owner's agent, Trinity Partners Management LLC is responsible for the management, marketing and leasing efforts for your project. Trinity Partners, LLC is a Charlotte-based full service commercial real estate company established in 1998. Our tagline, *Performing at the Next Level*, says that we will exceed the expectations of our clients. It is the goal of our staff to provide the best services possible to our customers. We take pride in our buildings and we want your tenancy to be as enjoyable as possible.

This Tenant Handbook is intended to acquaint you with your new space and give you a better understanding of the Ally Center and the operations of your building.

Should you have any questions or need additional information, please feel free to contact the Management Office at (704) 697-1080.



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What You Need to Know

TRINITY PARTNERS MANAGEMENT TEAM

The Trinity Partners Management Team is available to you by either visiting or dialing the Property Management Office. The Management Office is located on the first floor, near the loading dock. The main number is: (704) 697-1080.



Heather Thompson
 Director of Property
 Management



Jay Coombs
 Director of
 Operations



Lauren Miller
 Property Manager



Evan Miller
 Tenant Services
 Coordinator



Shane Woycik
 Sr. Chief Engineer



Jason Harrington
 Maintenance
 Technician

MANAGEMENT OFFICE ADDRESS

Trinity Partners Management LLC
 440 South Church Street, Suite 800
 Charlotte, NC 28202

Phone: (704) 697-1080

Fax: (704) 371-8939

Maintenance: (704) 697-1080

Security: (704) 695-1085

BUILDING HOURS

The building's main entrances are open:

Monday - Friday: 7:00 a.m - 7:00 pm

Saturday: 9:00 am - 1:00 pm

Closed Sundays and Legal Holidays

BUILDING ACCESS

Tenants may have access to their building at all times with company-issued individual access identification cards. Access to the building during non-business hours will require the use of an access card.

BUILDING OBSERVED HOLIDAYS

New Year's Day
 Memorial Day

Independence Day
 Labor Day

Thanksgiving Day
 Christmas Day

Please note: There will be a no occupancy HVAC schedule or janitorial services during these observed holidays. Should you require these services during this time, please contact the Management Office. This request should be submitted with a 24-hour advance notice. There will be an additional charge for each service.

BUILDING KEYS

All keys at Ally Center are required to be keyed to the Building Master key system. This key system is necessary for the Fire Department and building staff to have access to all areas in the event of an emergency.

No locks may be changed or added to any door in your suite. If you require additional lock work or additional keys for your suite, please call the Management Office at (704) 697-1080.

BUILDING ACCESS CARDS

Every tenant will be provided an electronic building access card. This will allow the tenant to gain access to the building after business hours. A regular inventory of the employee cards will be done and it is requested that any deleted or lost cards be reported to building management promptly. Lost cards can be misused and will compromise the security system.

BUILDING / SUITE SIGNAGE

The Property Management Office provides and maintains the tenant directory in the lobby by the main entrance to the Building. Tenants may not place individual directories in the lobby. The Management Office will assist tenants with door signs and listing in the building lobby. Signage will be building standard.

No graphic identifications, signs, advertisements or notices shall be painted or affixed on or to any windows or other parts of the building unless first approved in writing by the Landlord.

RENTAL PAYMENTS

In accordance with your lease, rent and tenant charges are due on the first day of each month.

Checks should be made payable to:

*EPIC NC, LLC
15 Watts Street, Fifth Floor
New York, NY 10013*

INSURANCE REQUIREMENTS

Tenants are required to provide proof of insurance to the landlord per their lease. It is also tenants responsibility to have any contractor providing services to their premises to also provide insurance information.

The following are the insurance requirements for 440 South Church Street.

INSURANCE TYPES

Commercial General Liability

Automobile Liability

Excess Liability

Worker's Compensation

Employer's Liability

VENDORS

\$1,000,000 per occurrence basis;

\$2,000,000 general aggregate

\$1,000,000 per accident

\$5,000,000

Statutory

\$1,000,000

- **DESCRIPTION OF OPERATIONS:**
 either 1) All Operations of the Insured
 or 2) Property Name
- **ADDITIONAL INSURED:**
 Manager - Trinity Partners Management LLC
 Owner - EPIC NC, LLC
- **CERTIFICATE HOLDER:**
 Manager - Trinity Partners Management LLC
 Owner - EPIC NC, LLC
- **NOTICE OF CANCELLATION:**
 30 days, 10 days for failure to pay premium

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What We Provide

FITNESS CENTER

A state of the art fitness center is located on the second floor and is available to all employees of the building.

The center is complete with free weights, cardio machines, and a cross trainer. For the convenience of the building tenants, there are men's and women's locker rooms complete with a full shower and changing area. Towel and water service is also provided.

Because the fitness center is always secured, all employees will need to request access via their building identification card. A completed waiver (included in this handbook) will be required prior to any employee gaining access.

TENANT WORK ORDER REQUESTS

Trinity Partners Management offers on-site maintenance technicians that offer various maintenance services. The staff is available during normal business hours.

All service requests can be placed by calling Building Management at (704) 697-1080 or online through our work order program. We will meet with your appointed office person to set up an on-line account. This will allow you to make requests at your convenience and track the progress of those requests.

When placing a request for service, please include the nature of the problem or request, contact information, location, and any other relevant information that will assist in resolving the issue as quickly as possible.

Trinity Partners Management is not responsible for tenant owned equipment which is utilized for your daily operations such as:

- Computers
- Furniture
- Break Room Appliances

We will assist you, whenever appropriate, in finding the right repair technician for this equipment if you so choose. Please contact the management office for further assistance.

Should you require services such as hanging pictures, coat racks, limited painting or assembling small pieces of furniture, there will be an additional labor and materials charge. Labor is billed hourly at \$35 per hour.

JANITORIAL SERVICES

A professional janitorial company provides cleaning services of your suite daily and nightly Monday through Friday, commencing at 6:00pm. The basic services include dusting, vacuuming, spot cleaning of carpets, trash removal, and cleaning of common areas. Only trash in trash containers will be disposed of. Any other items to be thrown away should be clearly marked "TRASH." If you feel cleaning is not meeting these standards, please inform the Management Office so we can quickly handle any concerns.

Our janitorial personnel have been instructed upon completion of their nightly duties to ensure that all corridor doors are locked and to leave interior doors as they find them, (i.e., locked or unlocked, open or closed) or as formally directed by the tenant to the Property Management Office. The janitors are also instructed to turn off the

lights when they leave unoccupied offices.

The responsibility of the cleaning staff is to maintain each suite in a first-class office building condition. If you require additional services that are not currently provided, please contact the Property Management Office, and special arrangements will be made at your convenience. These services will be billed at the current hourly rate, which is subject to change from time to time.

WASTE REMOVAL/RECYCLING

Waste removal at the Ally Center is the responsibility of O’Leary Waste Management.

Night cleaners will retrieve all waste from your premises. All tenants are expected to participate in the recycling program at the building. Tenants are required to separate their waste into the three different groups of waste which are Wet Trash, Paper (anything tear-able) and Glass/Plastic/Aluminum. Wet trash will be removed nightly—and we recommend you putting receptacles in break rooms and common areas. Paper receptacles are useful under each person’s desk and will allow tenants to have easy access to the container. Paper will be removed twice a week or more if necessary. Glass/plastic/aluminum will be retrieved twice a week (or more if necessary) and we suggest a receptacle in the break areas, by vending machines and in common office areas as well.

Please remember recycling is required by the City of Charlotte. If there are large boxes or additional trash during the business day that requires removal, please contact the management office or place a work order through the work order system. A day porter will assist in the removal.

ELEVATOR USE FOR LARGE DELIVERIES

If you require exclusive use of the elevator for large deliveries or moving, please notify the Management Office. Wall and floor pads must be installed in certain situations. Please call us with at least 24 hours advance notice so that the proper arrangements may be made.

All deliveries must be made through the loading dock and freight elevator. No carts or deliveries are allowed in the lobby or passenger elevators.

POSTAL SERVICES

Federal Express, UPS and the US Post Office boxes are located in the mailroom on the first floor of our building. Outgoing mail may be deposited in the mailboxes located in these areas. Pick up is at 12:30 p.m.

For easy reference, below are the most commonly used phone numbers regarding mail services:

<i>Federal Express</i>	1-800-GO-FEDEX
<i>UPS</i>	1-800-PICK-UPS

CONCIERGE SERVICES

Queen Charlotte Concierge provides discount tickets to all tenants of Ally Center (must have building or employee badge).

SECURITY SERVICES

Ally Center has on-site service in place 24 hours a day, seven days a week. Guards will be positioned at the main lobby area and available to service the loading dock area as well. We have developed and implemented a system to maximize personal safety and minimize property damage and theft.

Our security program is composed of many elements, including a computerized fire and smoke detector system, card access system, and two-way radio communication between the management office, security, and engineering and building maintenance staff. Tenants should bear in mind, however, that in buildings such as Ally Center, the tenant is ultimately responsible for security. Tenants should make sure, upon leaving for the evening, that all entrances to your suite are locked. We also recommend locking desks at night. During the day, offices, desks, and reception areas should never be left unattended. If a suspicious person is noticed, call the Property Management Office at once and we will dispatch building security to the area.

BUILDING ENTRY:

Normal entry hours at the Ally Center Building are from 7:00 a.m. - 7:00 p.m. Monday through Friday. The Building is closed the remainder of the evening, on weekends and holidays. During this time, the after hours procedures are in effect. After hours entry requires the use of your "after hours" programmed access card. Visitors will still be able to access the building, however they will have to be given access by a security guard.

All employees at Ally Center will be provided a building access card. To authorize your employees and assign a level of access to your suite after building hours, please fill out an Access List Form (provided in this handbook) and submit it to the Property Management Office. In addition, you should notify the Property Management Office if you add or delete names as the personnel in your office changes by submitting an updated employee roster. We can program your access cards to allow varying times when access will be permitted. Should a replacement card be required, a small fee will be charged. Call the office of the building for more information.

Please report unwanted or disruptive visitors and solicitors immediately to the Management Office. Personnel will be dispatched to escort the unwanted visitors from the building.

ADDITIONAL SECURITY TIPS:

- Please make sure the door to your office space is locked when no one is present, even if it is only for a few minutes.
- Do not leave packages, handbags, cash, or valuables lying in an open area.
- Be wary of strangers or anyone pretending to be lost. They may actually be casing your office for valuables.
- Always ask for identification from any service person with whom you are not familiar. If you are unsure, have the person wait while you call the Trinity Partners Management Office for verification.

INCIDENT REPORTS:

In the event of a security incident, please contact the Management Office as soon as is reasonably possible. To provide an accurate record of every incident, the Security staff is required to write an incident report for any accident, theft, or other incident occurring on the property. We would appreciate your cooperation and

assistance in completing this process and answering any questions.

HVAC

Heating, ventilation, and air conditioning (HVAC) are provided Monday through Friday from 7:00 a.m. - 6:00 p.m. and on Saturdays 9:00 a.m - 1:00 p.m. The temperature is maintained to ASHRAE standards, and is centrally controlled and monitored. Should you experience temperature related issues, please contact the Management Office or place an online request through the building's work order program.

ENERGY

As you may expect, energy is our single largest expense for the building. In an effort to reduce these costs to tenants, we have installed a building automation system (BAS). This system allows building personnel to track energy consumption and also control building equipment to maximize efficiency and minimize expense.

We ask that you please turn off your lights before leaving each night. The janitorial staff will only use the lighting they need and will turn off the lights when they finish cleaning your suite. We also ask that you turn off any office equipment not in use to help in this effort to reduce power consumption. We thank you in advance for your efforts to reduce energy consumption at 440 South Church Street.

AFTER HOURS HVAC AND LIGHTING

After hours HVAC and lighting can be requested through the online web interface with the buildings automation and energy management system. Tenants will be billed a predetermined rate as outlined in your lease.

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Rules and Guidelines to Follow

PARKING VIOLATION POLICY

Parking is available in the parking deck across from the Ally Center at the Catalyst Garage. This parking facility is managed by The Catalyst.

Please contact the Trinity Property Management Office at (704) 697-1080 for details on monthly parking rates.

The building also provides two visitor spots in the drive between Ally Center and the Catalyst. These spaces are strictly reserved for visitors to the building only. Please make your guests register their car with building security to avoid being towed.

SMOKING POLICY

Ally Center is a smoke-free building. Smoking is NOT permitted in the common areas, emergency stairwells, restrooms or entranceways into the building.

Smoking is permitted in the Designated Smoking Areas ONLY. These areas are located by the visitor spaces in the garage and outside of the garage close to the surface lot.

Please note any smoking area must be located at least 25 feet from the building entrances in order to comply with the building's LEED certification.

TENANT MOVE-IN / MOVE-OUT

The move in/out of your company's offices involves planning and must be scheduled with Property Management Office within a reasonable time frame. We are here to assist you in every way possible to ensure that your move is a smooth and efficient one with minimal disruption or inconvenience to your firm.

TENANT MOVE-IN

Your move-in MUST be coordinated with the Property Management Office. Any arrangements for various trades such as telephone installation, power upgrades, copier installation, etc., must be coordinated with the Property Management Office, by completing a BUILDING SERVICE REQUEST FORM (see page 35).

There are several action items requiring your attention prior to moving into the 440 South Church Street building. They are outlined below:

1. Provide the post office with change of address information.
2. Select a telephone company and coordinate with the Property Management Office for installation of your telephones and equipment.
3. Complete the following forms: TENANT CONTACT FORM (see page 30), and the ACCESS CARD/KEY REQUEST FORM (see page 33).
4. Provide the Property Management Office with an Original Certificate of Insurance for your company, your moving company and all service vendors assisting you with your move in. Note: All contractors/vendors used must meet the necessary insurance requirements. (see Insurance section) Do NOT use abbreviations. Certificates with abbreviations or alterations of the above entities will not be accepted.

TENANT MOVE-OUT

Your move-out of the Ally Center MUST be coordinated with the Office of the Building.

1. Discontinue your telephone service.
2. Upon leaving the Building, return your office keys to the Tenant Service Coordinator in the Property Management Office, and return your parking cards to a representative of the Parking Office.
3. Follow the “General Moving Requirements” described below in executing your move.
4. Discontinue all pertinent utilities that service your office premises.
5. Provide Trinity Property Management Office with forwarding address information.

CONSTRUCTION SERVICES

1. No construction or alterations to the property may be started without the prior approval of the Landlord and The Property Manager. The contractor must submit to the Property Manager a full set of stamped architects drawings reflecting the full and complete scope of the project to be approved at least four (4) weeks prior to the requested start of work.
2. The contractor must secure all required building permits and local approvals required by local building codes prior to the start of work. The contractor shall comply with all inspectional services and fire department requirements related to the issuance of the building permits and shall display the building permit and inspection records as required by building code.
3. The contractor shall provide the Property Manager with a certificate of insurance showing evidence of coverage as required by the Landlord and Property Manager prior to the start of any work.
4. The contractor must submit the following to the Property Manager at least two (2) weeks prior to the start of the project:
 1. Name of General Contractor/Construction Management firm.
 2. A full listing of all subcontractors associated with the project.
 3. Certificates of insurance from General Contractor and all subcontractors in accordance with insurance guidelines.
 4. Copy of demolition permit, if applicable.
 5. Copy of building permit.
 6. Copy of long form or fast track application to building department.
 7. Construction schedule.
 8. Project directory, including names, addresses, phone, fax and pager numbers of all supervisory personnel in the employ of the General Contractor and all subcontractors, architects and engineers associated with the project.

5. The Property Manager will have the right to approve or reject the use of any and all contractors and/or subcontractors and their personnel associated with the project, either before the commencement of the project or at any time during the course of the project.
6. Contractor will not borrow any materials from the building.
7. All work undertaken by contractors on site must be performed in accordance with safety standards which include, but are not limited to, compliance with OSHA. Contractor's safety procedures may exceed OSHA standards, but in no case shall they fail to meet those minimum requirements. Any accidents occurring at the Property are to be reported immediately to the Security Office.

ACCESS

1. All work must be scheduled in advance with the Property Manager. Business hours are from 8:00 a.m. until 5:00 p.m. Monday through Friday.
2. Contractor's personnel will be restricted to the work area. Access to any other area will only be granted only with the prior approval at least 48 hours prior to the need to access to that area by the Property Manager. The contractor's personnel are to use the restrooms located on the floor of the work area or any other restrooms designated by the Property Manager. These restrooms will be cleaned and maintained by the contractor to the satisfaction of the Property Manager.
3. Access to adjoining tenant spaces must be arranged and approved by the Property Manager at least 48 hours in advance of the need for access to the space. The contractor's personnel must be supervised by building maintenance employees or security personnel and any personnel costs associated with such supervision will be billed to the contractor. All work in tenant spaces will be done during after hours periods as defined in this document.
4. Access to building mechanical spaces must be arranged through the Property Management office. All work in mechanical spaces will be supervised by building maintenance personnel at all times. No shut downs, alterations, adjustments of any base building mechanical, plumbing, electrical or other systems may be done without the prior permission of the property manager, upon receipt of no less than 48 hours written notice. The scheduling of all such work will be at the sole discretion of the Property Manager. The Property Manager may require that all base building mechanical work be performed by pre-approved contractors.
5. After-Hours Periods are defined as follows:
 - Monday through Friday, excluding holidays from 6:01 p.m. to 7:59 a.m.*
 - Saturdays, excluding holidays from 1:00 p.m. to midnight*
 - Sundays, all day*
6. All contractors and subcontractor's vehicles will be allowed to the loading dock for loading and unloading only. Any contractors or subcontractor's vehicles found parking in tenant or visitor spaces or the loading dock will be towed without notice at the contractor's expense.
7. All contractors personnel will be required to sign in and out of the building, noting their name and their employer. They will be assigned a VISITOR badge that must be worn visibly at all times while in the building.

DELIVERIES

1. All materials deliveries must be made via the loading and must be transported directly to the job site via the freight elevators only. The contractor will not use the elevator unless protective pads have been installed in the car. The contractor will be responsible for all damage caused by the contractor or the contractor's subcontractors.
2. No materials may be brought into the building through the main lobby at any time for any reason, without the prior permission of the Property Manager.
3. All vehicles making deliveries to the loading dock will be moved as soon as the delivery is complete. Unattended vehicles will be towed at the contractor's expense.
4. All deliveries must be made before 8:00 a.m. or after 6:00 p.m., Monday through Friday or all day on the weekends.
5. No materials may be stored or left in the loading dock, freight elevators, mechanical rooms, stairwells, electrical rooms, corridors, rooftops or elevator lobbies for any period of time. All materials must be stored in the work area at all times. Materials left in unauthorized areas will be disposed of by Property Management. Materials should be left secured on the rooftop at all times.

JOB SITE MAINTENANCE

1. All stairwell doors, fire doors must remain closed at all times. Doors may not be propped open and emergency exits must remain free of debris and equipment. Exits must not be restricted. All other electrical room and mechanical area doors in the work area must be kept locked at all times.
2. The work area and all other areas through which the contractor moves materials must be kept in a clean and orderly condition at all times by the contractor.
3. There will be no smoking or use of alcohol or illegal substances in any area of the building at any time.
4. The contractor will dispose of all rubbish from the work area via the loading dock into an appropriate vehicle on a daily basis before 7:00 a.m. or more frequently if needed to avoid the accumulation of excessive rubbish in the work area. After loading, the vehicle will be removed immediately. The contractor will not dispose of any materials in the building dumpster or utilize building maintenance and/or janitorial personnel to remove rubbish from the property.
5. The contractor will leave the work area in a broom clean condition at the end of each work day. All tools, stock and equipment will be properly secured in a safe and orderly condition. All food and drink as well as perishable refuse will be removed from the building each day. All doors to the work area will be locked at the end of each work day. All lights will be turned off, all windows closed and locked, and all electrical work in progress will be made safe. All equipment and materials used on the roof must be secured or removed.
6. Radios, CD players or other entertainment devices may be used by the contractors personnel on the premises provided that they are not disruptive to abutting tenants. Volume must be moderate at all times.
7. All contractor's personnel will be required to wear full length trousers, shirts and shoes at all times while at the property.

8. All contractor's personnel will conduct themselves in an orderly professional manner at all times while at the property.
9. The contractor will post no signs without the permission of the Property Manager.
10. Chemical Safety and Environmental Standards:

The Federal/State Hazardous Communication Standard requires whenever contractors perform work in areas where chemicals are present, the contractor must be informed about potential chemical hazards associated with such exposures. In order to satisfy this requirement, the Client will furnish contractor with information and Material Safety Data Sheets (MSDS) applicable to each of its buildings, upon request. Specific information and procedural guidelines will also be supplied regarding any non-routine tasks included in the contract work.

FIRE SYSTEM/SPRINKLER WORK/UTILITY INTERRUPTIONS

1. Any necessary fire alarm and sprinkler system disconnects will be arranged through the Chief Engineer's office with 48 hours notice. All fire alarm and life safety systems will be returned to service at the end of each work day. At no time may fire alarm or sprinkler equipment remain out of service over night. The contractor will be billed for the cost of any disconnects and for any and all charges due to accidental fire alarm trips resulting from the contractor's work.
2. No sprinkler system draining or refills will be done without the supervision of the Chief Engineer.
3. Sprinkler heads that require covering (bagging) must be uncovered at the end of each business day. Contractor must obtain a bagging permit from BFD prior to commencing work. Contractor must also inform Chief Engineer of exact location of heads that are to be bagged.
4. All utility disconnects must be scheduled 48 hours in advance and Property Management will require that such work be done on weekends or after hours. All property management supervisory costs related to such work will be the responsibility of the contractor.

NOISY/DISRUPTIVE WORK

1. All coring, drilling, and other noisy or disruptive work will be done in such a way as to minimize inconvenience to building tenants. The contractor will immediately cease all such work when instructed to do so by building personnel. The Property Manager may require that such work be performed during after hours periods.
2. The following work must be performed during after hours periods:
 - a. Demolition above or below occupied space or in any other location which may, in the Property Manager's opinion, cause disruption to building operations or tenants.
 - b. Coring, drilling, the installation of track stud or the use of nail guns on the deck above, below or near any occupied spaces (permitted until 8:00 a.m. on weekdays).
 - c. The application of polymix type paints or other oil based materials (The application of latex paint will be permitted during normal hours unless the Property Manager

determined that such work will disrupt the operation of the property or cause inconvenience to tenants).

- d. Any work performed in common areas or adjacent tenant spaces.
 - e. Testing of life safety systems.
 - f. Any HVAC system or utility shutdowns.
3. The Property Manager may require the installation of masonite floor protection as well as wall protection in any areas affected by the contractor's work.
 4. The contractor will be required to schedule the following activities with the Property Manager, using the attached request form:
 - a. After hours access to any area of the building.
 - b. Sprinkler life safety shut downs or disconnects.
 - c. All utility interruptions.
 - d. Any HVAC shutdowns.
 - e. Any deliveries that cannot be carried by hand or that require the use of the loading dock for more than 15 minutes.
 - f. Rubbish removal (may be scheduled on a recurring basis).
 - g. Any other work activity not noted above that needs to be done during after hours periods.

KEYING

All keying is to be done through Property Management at the cost of the contractor.

PROJECT COMPLETION/TESTING/DOCUMENTATION

1. The following must be completed and/or provided to the Property Manager prior to the completion of the project (as it pertains to the project at hand):
 - a. Air balancing and associated reports.
 - b. Sprinkler pressure testing (to 200 lb.) and associated reports.
 - c. Fire alarm testing and associated reports.
 - d. Copy of building department rough and final inspection approvals.
 - e. Copies of all fixture/equipment cuts for electrical, HVAC, plumbing, life safety as well as Operation and Maintenance manuals for all such equipment/fixtures.
 - f. Copies of any warranties for all equipment/fixtures.

- g. (1) Full set of the following:
 - 1. M.E.P. as-built drawings
 - 2. Sprinkler as-built drawings
 - 3. Construction as-built drawings.
 - 4. Project specification manuals.
 - h. Certificate of occupancy for the project.
2. The Property Manager may hold retainage on the project until all of the above documentation has been received.
 3. The contractor's supervisory personnel will be required to attend weekly project meetings with the Property Manager. The Property Manager may alter the frequency of the meetings at his/her discretion.

ROOFTOP CONSTRUCTION

1. Contractors must obtain access from Property Manager prior to any work commencing on the roof.
2. Contractor employees working within six feet (6') of the edge of the roof shall wear OSHA regulation harness type safety belts and lifelines furnished by Contractor. Contractor is responsible in ensuring that their employees are properly and thoroughly trained in wearing of any such safety harness and safety belts.
3. Work that will be done within the six foot (6') edge of the roof will require safety netting to be affixed to the building per OSHA requirements.
4. Existing rooftop equipment must not be disrupted during construction without Property Manager prior written approval.
5. Large construction materials must be loaded via crane to the roof. Equipment and materials cannot be brought to the roof via stairwell or elevator.

BUILDING RULES AND REGULATIONS (FROM THE LEASE DOCUMENT - EXHIBIT E)

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking facilities (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the terms of the Lease, the terms of the Lease shall control.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees shall be paid for by Tenant and

Landlord shall not be responsible for the damage.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of the Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building (other than such parties performing minor Cosmetic Alterations in the Premises) shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity, which approval shall not be unreasonably withheld. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage, loss or injury.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operation, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.
9. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
10. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or

about the Premises.

11. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant and shall remain solely liable for the costs of abatement and removal.
12. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used for lodging, sleeping or for any illegal purpose.
13. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties nor shall the Commencement Date of the Term be extended as a result of the above actions.
14. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its Pro Rata share of telephone lines and other telecommunication facilities available to service the Building.
15. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.
16. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
17. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and Property, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
18. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

19. Smoking shall not be permitted in the Building or in the Common Areas.
20. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
21. Deliveries to and from the Premises shall be made only at the times in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
22. The work of cleaning personnel shall not be hindered by Tenant after 5:30 p.m., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

4

Be Prepared

EMERGENCY EVACUATION

Tenant safety is one of the utmost importance to us; however, your cooperation and assistance is also essential to insuring a safe work environment.

In the event of an emergency after hours, we will contact the person designated by your office at their home. In order to ensure that our office has accurate information at all times, we update our records two times annually and ask your cooperation when we do so.

It is important to know how to respond before an emergency occurs. We strongly encourage all office tenants to establish their own individual procedures in case of an emergency. Once established, please make sure all employees become familiar with these procedures. In addition, all office tenants are asked to provide the appropriate number of fire extinguishers for their space.

All personnel should be familiar with exits, stairwells, and the location of the fire extinguishers in order to leave the building as quickly and safely as possible. Hallways and stairwells are built to withstand stress. Stairwells feature special lighting, doors, and wall construction to provide protection in an emergency. Please refer to the building floor plans at the end of the section to determine your quickest exit route.

Dial 911 to connect with fire, police and ambulance services. Please inform Trinity Property Management Office if you contact 911. We will assist in directing emergency personnel whenever possible.

FIRE

1. Remain calm. Conditions during an evacuation are seldom optimal, so keeping a clear head is essential.
2. Call 911 and give the dispatcher the address of your building, your floor and suite number, the status of the fire, and your name.
3. Follow your company's evacuation process.
4. Feel the door before opening it to leave your office space. If it feels hot or smoke is seeping in under the door, DO NOT OPEN IT. Use an alternative exit or take refuge in the farthest office. If the door feels cool, the room on the other side may be safe to enter. Open the door cautiously. Be prepared to close it again quickly if you feel pressure or if the hallway is full of smoke.
5. If fire in the hallway blocks your exit, close the door and seal off vents and cracks. Close as many doors as possible between you and the fire. Call 911 and let the dispatcher know that you cannot get out. Protect your hands, face and breathing passages with wet cloths and dampen your clothing. If your clothing catches fire, roll on the ground to put out the flames. If someone else's clothes are burning, make the person lie down and roll on the ground. Smother the fire.
6. Exit your office, closing all doors and windows behind you. When leaving a smoke-filled area, move quickly, but crawl on your hands and knees to avoid hot air, carbon monoxide and other poisonous gases that rise and other poisonous gases that may lie near the floor.
7. Exit the building using the stairs only. Never use the elevator as the fire may damage it and trap you inside. Building elevators will not function after the fire alarm has been activated - they will automatically default to the first floor and the doors will open.

8. There are emergency phones located in the stairwell which can be used to alert emergency personnel of anyone needing additional evacuation assistance.
9. Remain clear of emergency personnel and equipment once you have exited the building. Do not re-enter the building until permission is granted by emergency personnel.
10. Call the TPMO at (704) 697-1080, and give us your building, floor, suite number and name.

EARTHQUAKE

Earthquakes may range in intensity from slight tremors to great shocks and may last from a few seconds to as long as 5 minutes. The actual movement of the ground in an earthquake is seldom the direct cause of death or injury. Most casualties result from falling or flying objects and debris. Other injuries are caused by fires, fallen power lines, and drastic human actions resulting from panic. In the unlikely event of an earthquake, please follow the following precautions:

During an earthquake:

1. Remain calm.
2. Don't try to enter or leave a building. This is how most injuries occur.
3. If indoors, take cover under a heavy desk or table, brace yourself in a doorway, or move to a corner and protect your head and neck in any way possible. Stay near the center of the building, away from glass windows or brick masonry, bookcases, cabinets, mirrors, picture frames, etc.
4. If outdoors, stay out in the open away from buildings, trees and power lines. Watch for falling glass, electrical wires, poles and other debris.
5. If in a high-rise building, take cover under a heavy piece of furniture away from outer walls and windows. DO NOT run for stairways or use elevators.
6. Don't use candles, matches or other flames during an earthquake or immediately afterward due to possible gas leaks. Don't use electric switches - a spark could set off a gas explosion.

After an earthquake:

1. Remain calm.
2. Be prepared for aftershocks, additional earthquakes which frequently occur after the main earthquake. Although aftershocks are generally smaller than the main shock, some may be large enough to cause additional damage.
3. Check for injuries and apply necessary first aid. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury.
4. Use a flashlight if light is required. Do not use appliances, turn on switches, light switches, light matches, or use an open flame until gas leaks have been checked. If you smell gas, open a window.
5. Exit the building immediately by the stairs, never the elevators.

6. Listen to the radio for public safety instructions.
7. Avoid using the telephone, except in an emergency.
8. Stay away from downed power lines or anything touching a downed power line.

TORNADO

The winds of a tornado can reach 200-400 mph. The individual tornado appears as a rotating, funnel-shaped cloud which extends toward the ground from the base of a thundercloud. Its color varies from gray to black. The tornado spins like a top and may sound like the roaring of an airplane or train.

The National Weather Service issues severe weather warnings using the following terms:

Severe Thunderstorm

The possibility exists for frequent lightning and/or damaging winds of greater than 50 mph, hail 3/4" or more in diameter, and heavy rain.

Severe Thunderstorm Watch

The possibility exists for tornadoes, thunderstorms, frequent lightning, hail and winds of greater than 75 mg.

Tornado Watch

A threat of tornado exists. Tune in to a radio or television stations for information.

Tornado Warning

Funnel clouds have been spotted or indicated by radar. Take shelter immediately.

Since tornadoes can occur with little or no warning, little planning can be done before the event.

1. If a tornado does occur, the best protection is a basement/underground area. As there is no basement in 440 S. Church, take shelter in the interior hallways and stairwells on the lower floors.
2. If you are outside when a tornado occurs, lie flat in the nearest ditch, ravine, or culvert with your hands shielding your head.
3. After a tornado, avoid downed power lines, check for gas leaks, and contain small fires.

HURRICANE

In the event of a hurricane, please take the following precautionary measures:

Move all valuables from perimeter offices to inside areas.

If you have blinds, draw them closed.

Close all doors to perimeter offices.

The building will be officially closed and services will be shut down when the hurricane is predicted to arrive in the area.

All elevators will be parked at the Lobby level when the building is closed.

The building will be cleared of all tenants and personnel.

The building will not be reopened until the Building Manager deems the building safe and all utilities restored.

WINTER STORM

Winter storms may vary in size and intensity; a storm may range from a minor ice storm to a full-blown blizzard. Trinity Partners will continually monitor The National Weather Service in the event of a winter advisory. Proper precautions will be taken inside and outside of the building. We recommend you develop a 'snow emergency' policy with your organization. The building will always maintain regular business hours unless we have been advised by City officials to do otherwise.

The National Weather Service issues weather condition warnings, using the following terms:

WINTER STORM WATCH

Severe winter conditions may affect the area (freezing rain, sleet, or heavy snow may occur either separately or in combinations of all three precipitation).

WINTER STORM WARNING

Severe winter weather conditions are imminent.

HIGH WIND WATCH

Sustained winds of at least 40 mph, or gusts of 50 mph or greater are expected to last for at least one hour.

HEAVY SNOW WARNING

Snowfalls of at least 4 inches in 12 hours or 6 inches in 24 hours are expected.

BLIZZARD WARNINGS

Sustained wind speeds of at least 35 mph are expected, accompanied by considerable falling and/or blowing snow. Visibility is dangerously restricted.

TRAVELERS' ADVISORY

Falling, blowing, or drifting snow, freezing rain or drizzle, sleet, or strong winds may make driving difficult.

**Information for the emergency procedures found in this handbook was provided by the American Red Cross and the Federal Emergency Management Agency.*

5

Building Forms

TENANT CONTACT FORM

In an effort to process property services requests in the most efficient manner, we encourage tenants to establish a primary contact for daily correspondence. We also request the name of an executive contact that is onsite for our records. Complete the following information in the spaces provided and return to the Property Management office.

BUILDING: _____

TENANT: _____

SUITE: _____

MAILBOX: _____

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

ALTERNATE CONTACT: _____

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT: _____

AFTER HOURS PHONE(S): _____

APPROXIMATE NUMBER OF EMPLOYEES: _____

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I request authorization for myself to use the 440 South Church Street Gymnasium facility (the "Gym"). I acknowledge that use of the Gym by me is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

Use of the Gym involves physical exercise, sport, and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My use of the Gym is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such use. This includes any sponsored group activities or individual use of the facility or exercise equipment.

As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with my use of the Gym. I acknowledge that participation and use of the Gym is voluntary.

I, on behalf of myself, do hereby fully release and discharge the owners and managers of 400 South Tryon Street and their agents, employees and the sponsors, and those whose facilities are being used for this program (collectively, the "Released Parties") from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in all activities utilizing the facility.

This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself, hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I, on behalf of myself, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.

I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with, the Gym.

In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.

I have been advised by the owners and managers of 440 South Church Street to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly use the Gym; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any Gym equipment prior to use and will operate such equipment in strict accordance with instructions.



FITNESS CENTER WAIVER

The Released Parties are not responsible for any loss or theft of personal property brought to or left in the Gym and I release the owners and managers of 440 South Church Street from any liability for such loss or theft.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I am 18 years old or older. I understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

I also agree to the following rules regulating use of the Gym:

1. Employees have access to the Gym for wellness activities solely on a voluntary basis on their own time and should seek medical approval before starting any new exercise program.
2. Employees are allowed unscheduled individual access to the Fitness Room 5 a.m. to 9 p.m. Monday thru Friday and 8am to 2pm Saturdays.
3. Access is limited to Ally Center tenants and their employees with a issued key card for the Gym.
4. Before receiving a key card, employees must give this signed liability waiver form for the Ally Center Gym.
5. Access to the fitness room exercise equipment is on a first come, first serve basis. The amount of equipment is limited and employees are asked to limit their use on the fitness equipment to 30 minutes when others are waiting to use the equipment.
6. Employees must not allow non employees without key card access into the Gym.
7. Employees are responsible for leaving the Gym clean and following the posted rules for safe use and maintenance of the fitness equipment. Problems with exercise equipment or maintenance issues in the facility should be reported to building management located on the first floor or to the security staff.
8. Employees must supply their own towels and soap should they choose to use the shower facilities. Lockers can be used only while the employee is at the Gym. items left in lockers will be removed as will locks.
9. No equipment is to be removed from the premises.
10. Failure to observe the above rules can result in termination of an employee's access to the facility.
11. For safety and security, employees are encouraged to not use the Gym alone. This is especially important in the evening and early morning hours.
12. In case of an emergency, employees should use the panic buttons located in the Gym.
13. All areas of the Gym shall remain alcohol and tobacco free.

SIGNED _____

PRINTED NAME _____

EMPLOYER _____

CARD NUMBER _____ **DATE** _____

ACCESS CARD REQUEST FORM

REQUESTOR NAME: _____ **PHONE:** _____

REASON FOR REQUEST:

- New Tenant
- New Employee
- Guest
- Replacement (Mark reason to the right)

REASON FOR REPLACEMENT:

- Lost
- Stolen
- Damaged/Not Working

NUMBER OF CARDS REQUESTED: _____

NAME	ACCESS LEVELS	FITNESS CENTER (Waiver Required)
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

CARDS WILL ONLY BE ISSUED WITH EMPLOYEE NAMES. WE ARE NOT ABLE TO PROVIDE BLANK CARDS AT ANY TIME.

CARDS RECEIVED BY: _____ **DATE:** _____
Signature



Charlotte | Raleigh | Greenville
trinity-partners.com