

EXHIBIT B

JBG Smith Properties

Construction Work Rules and Requirements

For

Fairfax Square LLC

8075 Leesburg, Suite 70

Vienna, VA 22182

POLICY

The **Construction Work Rules and Requirements** establish a specific standard of performance to which all contractors, consultants and vendors working in the Building must comply, whether contracted by the Landlord or by the Tenant. No additional enforcement notifications will be given. Any party deviating from the **Construction Work Rules and Requirements** as set forth herein shall be subject to the removal from the Building and/or monetary damages. This document shall, by attachment or reference, become a part of the project construction documents.

PROJECT AUTHORITY

These Construction Work Rules & Regulations are access and construction rules to be followed by contractors, designers and vendors who require access to the Building or who will design, install work and/or provide services in the Building.

Any references to JBG Smith ("**JBGS**") or Property Management refer to JBGS' Tenant Construction Manager, to JBGS' Property Manager, or a designated JBGS' building engineering staff member.

Contractor shall mean a general contractor, construction manager and/or its subcontractors and/or suppliers performing construction or related work in the Building either directly for the Building Owner, JBGS or Tenant.

JBGS shall inspect the construction work being performed on a periodic basis. The Contractor shall not perform any work that violates the Construction Rules and Requirements or conflicts with the Contract Documents without approval by JBGS.

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

ADDITIONAL EXHIBITS

- Building Information Sheet
- Lien Waiver and Release for Progress Payments
- Lien Waiver and Release for Final Payment
- ACM Acknowledgement Form
- Hot Work Permit – Global Asset Protection Services
- Fire Protection Shut-Off Permit – Global Asset Protection Services

BUILDING INFORMATION SHEET

Building Owner:

Fairfax Square LLC

Building Address:

8075 Leesburg Pike, Vienna, VA

Property Manager:

Contact:

Jennifer Wrenn, Senior Property Manager, CPM, RPA

Phone Number:

703.821.2050

E-Mail:

jwrenn@jbgsmith.com

Assistant Property Manager:

Robin Martin

Phone Number:

703.821.2050

Email:

rmartin@jbgsmith.com

Fax Number:

703.734.0637

Emergency Number (Tenant Service Center):

703.769.1250

Security Emergency Number:

703.930.3567

Chief Engineer:

Duwahn Lee

dblee@jbgsmith.com

Contact:

703.821.2050

- Loading dock location: Rear of Tower 3 by parking garage
Rear of Tower 2 by A-Line Drive
- Freight elevator locations: Elevator #2 in Tower 2 (8075)
Elevator #3 in Tower 3 (8045)
Elevator #4 in Tower 1 (8065)

The Freight elevator may be taken out of service with prior approval from the Property Management office.
- Debris boxes location: Must be scheduled with Management
- Hours of operation: 8:00 A.M.-6:00 P.M. Monday-Friday
8:00 A.M.-1:00 P.M. Saturday
- Management Office: 8:00 A.M.-5:00 P.M. Monday-Friday
- Tenant Service Center: 24 hours-7 days a week

Controls and Air Balance Contractor:

Custom Tech 240.299.6528

Fire Alarm Tie In Contractor:

PACS Inc. 703.415.4411

Sprinkler Contractor:

VSC Fire & Security 703.584.2200

A. GENERAL BUILDING INFORMATION/WORK PRACTICES

1. ACCESS - The Contractor must provide JBGS with notification two (2) business days prior to needing access to an occupied area. JBGS shall notify the Tenant and then provide direction to the Contractor. The Contractor shall 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 JBGS' prior approval. Hauling, delivering or working in the main building lobby is prohibited at any time.
2. HOURS OF OPERATIONS – See attached BUILDING INFORMATION SHEET
3. AFTER HOUR AUTHORIZATION - All requests for authorization to perform after hours work that affect the Building systems and equipment shall be sent in writing to JBGS at least one (1) business day in advance. No call-in requests for authorization shall be accepted. The attached form shall be used for all such requests. If after hours work requires that JBGS provide supervision or personnel to monitor Building systems, at JBGS' sole discretion, all costs associated with said personnel shall be borne by the Contractor.
4. DELIVERIES – The Contractor shall coordinate and schedule all deliveries through the JBGS representative upon a minimum of **48 hours prior written notice**. The Contractor shall be responsible for scheduling the use of the loading dock and the freight elevators. Only rubber-wheeled dollies and carts may be used for the deliveries to prevent surface damage. No wooden or metal pallet or skids are permitted within the Building, except in designated loading docks.
5. LOADING DOCK – The use of the loading dock must be coordinated with the Property Manager.
6. ELEVATORS – The designated freight elevator is the only elevator which may be used for moving materials and construction personnel and shall be properly protected with temporary plywood protection and elevator pads. The use of the freight elevator must be coordinated with the Property Manager. Contractors shall not use passenger elevators, without prior approval the Property Manager.
7. RESTROOMS - Restroom use by Contractor personnel shall be restricted to the floor on which work is being performed or as designated by the Property Manager. The Contractor must clean existing restrooms as part of the final clean up and make any repairs caused by the Contractor or its employees or personnel. Restrooms on multi-tenant floors shall be cleaned daily by the Contractor during construction.
8. UTILITIES - JBGS shall generally supply limited utility services/usage for the construction work, including basic electricity and plumbing. Specific concerns regarding utilities must be submitted to JBGS prior to the execution of the contract.
9. STORAGE/VACANT SPACE – When available the Property Manager will generally provide storage space for the Contractor to stage equipment, materials and a field office. However, the Contractor may need to provide off-site storage when Project requirements dictate. The use of vacant space storage is prohibited.
10. SIGNAGE – The Contractor shall provide and install at its cost any and all temporary construction, directional and informational signage as may be required by the JBGS representative. All signage shall be approved by the JBGS representative prior to posting.
11. PARKING - General parking shall not be provided for contractors, vendors and their respective employees.
12. "Smoking," as used in this policy, means the use of any tobacco-based or smoke-producing or vapor-producing item, including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, bidis, kreteks and similar products.
13. FOOD – No food, nor any trash and debris, shall be left in the suite under construction or anywhere else in the Building at any time and shall be disposed of by the Contractor on a daily basis in appropriate trash receptacles. No eating or coffee breaks are allowed in the common areas of the Building 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 JBGS.
14. OSHA SIGNAGE & BARRICADES - The Contractor is responsible for ensuring and providing job site safety. This includes safety for all employees as well as anyone entering the construction area.

The Contractor shall provide protection, barricades and signage as required to ensure the safety of its personnel, JBGS employees, building tenants, visitors, etc. and shall strictly comply with all OSHA requirements.

15. 24 HOUR EMERGENCY CONTACT–JBGS Smith Tenant Service Center (703) 769-1250.

16. HAZARDOUS MATERIAL DELIVERIES - Before any hazardous materials are utilized or delivered in to the Building, the Contractor shall notify and seek the approval in writing from JBGS. All required paperwork must be submitted, in advance, to JBGS. Storage locations and the method of storage shall be approved in writing by JBGS in advance of any delivery. The Contractor is responsible for providing information (Material Safety Data Sheets) 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 the work requiring hazardous materials, the hazardous materials shall be removed from the Building and disposed of properly.

17. HAZARDOUS MATERIALS – The Building may contain hazardous materials. The Contractor shall contact the Property Manager to obtain a copy of the Hazardous Materials O&M Plan and shall follow the procedures outlined in the Plan.

18. ASBESTOS CONTAINING MATERIALS – Asbestos containing products and materials are not permitted for any renovations or build-outs in any JBGS buildings.

19. LOW EMITTING MATERIALS – All adhesives, sealants, sealant primers, paints and coatings must meet LEED-CI standards. Carpet and pad must meet or exceed Carpet and Rug Institute’s Green Label Plus testing and product requirements. Composite wood and agrifiber products including core materials must contain no added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no added urea formaldehyde.

20. ODOR & NOISE - No activities causing odor, excessive noise, vibrations etc.(i.e., core drilling, drilling, shooting track, spray painting, any paint using an oil base or lacquer, etc.) shall be performed during the hours of operation of the Building without the prior approval of JBGS. After-hours work shall be allowed with JBGS’ consent and prior notification. The Contractor shall verify in advance that after-hours work can be performed. The Contractor shall notify JBGS two (2) business days prior to commencing any work which may cause objectionable noise or odors so that property management can notify surrounding tenants in advance, even if work is performed after the Building’s standard operating 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 shall be suspended at the direction of JBGS at its 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.

21. DAMAGES - The Contractor shall be financially responsible for any and all damages caused by its agents, employees, and subcontractors, including but not limited to damages arising from its loss of Building services, such as utility services, elevator services, etc. Any damage caused to the property or Building by the Contractor, including but not limited to the doors and freight elevators shall be repaired by the Contractor as directed by JBGS. JBGS reserves the right to remedy the damages at the Contractor’s expense in the event that the work is not acceptably corrected within one week of written notice to the Contractor.

22. PROTECTION OF COMMON AREA FINISHES - The Contractor shall protect all finishes, including but not limited to elevator doors, frames and cabs, flooring, wall surfaces, doors, door frames, and hardware with durable materials during any demolition or the movement of materials to the space under construction. Carpeted areas shall be protected until such time as the construction and movement of materials has been fully completed. The method of protection must be approved by JBGS. Walk off mats are to be provided at the public corridor side of any entrance doors. During construction, the Contractor shall raise any venetian blinds or mini blinds and protect existing draperies or other window treatments, including solar film, so as not to soil or damage them. Glass suite entry doors and windows shall be covered with paper to prevent tenants from seeing the construction work. The Contractor shall provide temporary barriers to contain the construction area.

23. **INSTALLATION OF COMMON AREA FINISHES** - The Contractor shall coordinate the timing and installation of common area finishes with JBGS and shall use its best efforts to minimize any inconvenience or disruption to tenants on the floor for multi-tenanted floors.
24. **KEYS & LOCKS** - Whenever it is deemed necessary by Tenant or JBGS to temporarily issue any key to the Contractor, the Contractor shall be responsible for controlling possession and use of same until it is returned daily to the issuing party. All suite entry doors and doors leading to the common areas of the Building must comply with established Building standard specifications. The lockset specification must be verified by JBGS. The Contractor must lock all doors to the suite at the end of each workday including suite entry and balcony doors.
25. **TRASH & DEBRIS** - The Contractor must provide for the daily removal of all construction trash and debris during the course of construction. All Contractors must schedule the delivery of trash containers with the Property Manager and obtain all required local government permits. Containers set on asphalt should first be placed on plywood to protect the surface from damage. At no time are the Building trash compactors and/or dumpsters to be used by the Contractor. JBGS 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 on a daily basis. The cleaning of construction tools and equipment shall be confined to the janitor closet. All janitorial, electrical and telephone closets utilized by the Contractor should be kept clean throughout the work period and all construction debris must be removed after the construction is completed. No paints, thinners, or hazardous materials shall be poured down any drains. 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. The Contractor must keep trash and debris out of window ledges that are visible to passing motorists. The Contractor shall maintain cleanliness throughout the Building, Tenant's demised premises, and any areas accessed by Contractor. Construction materials and debris are not permitted in the common areas or access corridors. JBGS reserves the right to remove any such items and dispose at its discretion but at the Contractor's cost. The blocking of hallways, exits, elevator lobbies, electrical closets or loading docks is not permitted. All carpets are to be protected and kept clean at all times, **ESPECIALLY CARPET IN COMMON LOBBIES AND CORRIDORS**. The Contractor shall be required to reimburse JBGS for a thorough carpet cleaning and or replacement at the completion of the construction job, if such cleaning or replacement is deemed necessary in the sole judgment of JBGS.
- All construction waste is to be disposed of through a recycling plant that meets or exceeds the operation of Broad Run Construction Waste Recycling located at 9220 Developers Drive, Manassas, Virginia 20109. broadrunrecycling.com (571) 292-5333.** Documentation of proper waste disposal will be required for final payment.
26. **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. prior to any penetration of the slab. All components shall be clearly marked on the slab surface prior to drilling, coring, etc. The Contractor shall not cut reinforcing bars, cables, etc., without prior authorization from the JBGS and shall immediately repair any damage caused by slab penetrations in violation of this paragraph. All slab penetrations shall be fire stopped. The Contractor must receive the approval of JBGS' structural engineer prior to proceeding with any such work.

B. BUILDING SYSTEMS

GENERAL

1. **EXISTING BUILDING EQUIPMENT AND FIXTURES** - The Contractor shall be responsible for documenting the condition of any existing Building equipment or fixture prior to the start of any work and shall be responsible for repairing any existing Building equipment and fixtures damaged by the Contractor or its subcontractors. The Contractor must notify JBGS immediately of any damage or the discovery of any existing damage. All missing and/or damaged thermostats must be brought to the JBGS' attention prior to the start of all work in the space. The protection of all drains is required to prevent clogging and the Contractor is responsible for the cleaning of all drains which have become clogged during construction.

2. NEW EQUIPMENT - All new, existing and relocated equipment and devices shall be easily accessible (i.e., not permanently blocked by new or existing construction). **Any sub-meters, whether electric, gas or water, if required, must be manufactured by Veris Industries. This is our preferred application: Meter H8163** There are several different versions, depending on the amperage and number of CT's required. Comm Card: H8126-CB Use this card for Johnson Controls Metasys applications (If Web based, we need to investigate which card to use). Comm Card: H8163-CB Use this card for Siemens and most other EMS systems. All of these can be found at www.energyequipment.com. E-Mon D-Mon meters are not permitted. **Protect stored on-site and installed absorptive materials from moisture damage.**

HVAC / PLUMBING

1. SERVICING OF MECHANICAL/ELECTRICAL EQUIPMENT - No walls shall be installed over or in front of an induction unit, VAV or other HVAC distribution device. The unit shall be relocated and an additional unit shall be installed on the opposite side of the wall. No walls shall be constructed across a ceiling light fixture so as to inhibit changing of lamps or servicing the light fixtures when necessary.
2. DUCT WORK: All duct work shall conform to a minimum SMACNA standard. Any existing duct work shall be evaluated and reused whenever possible. All installations shall conform to prevailing code requirements in terms of the gauge of metal and fire damper. The Contractor shall be responsible for resealing and insulating duct work to comply with code.
3. CONDENSATE DRAIN LINES – The condensate drain lines from Tenant A/C units must be piped to a suitable drain in accordance with code and not to a sink. All units shall be equipped with a high level condensate lock-out or with a monitored high condensate level alarm.
4. 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.
5. PIPING – All supply piping for sinks, kitchen units, and condensate lines on packaged A/C units should be copper or other materials permitted by applicable code. All waste lines shall be cast iron. (The use of PVC or plastic pipe in plenum ceilings is prohibited). All existing water supply lines, waste lines and vent lines that will not be re-used shall be removed back to the source/wet stack and properly capped. All penetrations in slabs or rated walls shall be firestopped.
6. **"NO LEAD SOLDER ANYWHERE ON JBGS PROPERTY"** Although it is still legal on Non-Potable water systems, lead solder can not be used on any system that carries water for consumption. Therefore, **JBGS no longer allows lead solder in any of its buildings**. Lead solder can not be used inadvertently on potable water systems.
7. HVAC - **The Contractor shall be responsible for meeting or exceeding the recommended design approaches of the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction 1995, Chapter 3.** HVAC units within the construction area shall be turned off during the construction period or protected to prevent dust, debris or odors from entering. **Seal all duct and equipment openings with plastic. If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy with MERV 13 filters.** Continuous protection and filtration of HVAC return air to include but not be limited to covering main HVAC return with filter material. In the event that the Contractor fails to provide filter material at the return air duct the Contractor shall reimburse JBGS for filter changes and evaporator cleaning at the end of the project. A preliminary inspection of the HVAC work in progress shall be scheduled through JBGS prior to the installation or re-installation of the ceiling grid. Contractors are not to sit or stand on Building equipment. The Contractor shall clean induction units/fan coil units post construction. Units and unit covers are to be painted while covers are removed. Covers are not to be caulked.
8. THERMOSTATS – The installation or relocation of all thermostats, diffusers, mechanical systems or energy management systems are subject to JBGS' review. The Contractor shall coordinate the installation of thermostats and switches with furniture plans to ensure

clear access. The Contractor must use the Building's Control Contractor to perform such work and tie it into the existing energy management system.

9. **AIR BALANCE** – The Contractor shall calibrate all thermostats prior to performing any air balance. The Contractor shall balance supply/return air using JBGS' preferred contractor as noted in the attached Building information sheet. Two copies of the Air Balance Report must be forwarded to JBGS. All diffusers shall be balanced within 10% of design criteria.
10. **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. prior to any penetration of the slab. All components shall be clearly marked on the slab surface prior to drilling, coring, etc. The Contractor shall not cut reinforcing bars, cables, etc., without prior authorization from the JBGS and shall immediately repair any damage caused by slab penetrations in violation of this paragraph. All slab penetrations shall be fire stopped. The Contractor must receive the approval of JBGS' structural engineer prior to proceeding with any such work.
11. **HOT WORK** – Hot work includes work that produces sparks, heat or uses an open flame. Many repairs on roofing, drains, HVAC and signs involve hot work. Other hot work examples include cutting, welding, brazing, soldering, grinding and the thawing of pipes. Prior to proceeding with hot work, the Contractor must evaluate all other alternatives and try to 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, the Contractor must:
 - Pre-screen all subcontractors, review their safety and loss records and confirm that they carry the contract required insurance coverage.
 - Select a fire safety supervisor to coordinate the hot work operations and monitor safety.
 - **Notify JBGS and obtain a Hot Work Permit from the Property Management Office.**
 - Follow the precautions checklist on the **Hot Work Permit** to ensure that the hot work is effectively managed throughout the process.

ELECTRICAL

1. **ELECTRICAL WORK** - During any demolition, the electrical contractor is to separate any circuits that would feed more than one tenant. All existing conduits, feeders and electrical equipment, water supply and waste lines that will not be re-used shall be removed back to its source/wet stack (NOT left in the ceiling and NOT terminated at a junction box). Electrical panel schedules must be completely replaced and dated, identifying all new circuits. All new panel schedules shall be typewritten. 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 with appropriate OSHA warning signage prominently displayed.
2. **CONDUIT** - The Contractor must identify any conduit to be removed or relocated as a part of the work.
3. **WIRING** - No contractor shall lay wiring on ceiling grid. All wiring, including communications, shall be laid in wireways, or strapped or wire tied to the deck above in compliance with the applicable code. Under no circumstances shall any wire be strapped to sprinkler piping or other Building piping, conduit or ductwork. Nor shall wiring of any kind penetrate fire dampers or air transfers. All penetrations in rated walls shall be firestopped. Appropriate permits and inspections are required from the local jurisdictions. All wiring must be identified and tagged at both ends.
4. **LIGHTING** - The lamps in all fluorescent fixtures shall follow the Building standard in color and wattage unless previously approved by JBGS.
5. **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. prior to any penetration of the slab. All components shall be clearly marked on the slab surface prior to drilling, coring, etc. The Contractor shall not cut reinforcing bars, cables, etc., without prior authorization from the JBGS and shall immediately repair any damage caused by slab penetrations in violation of this paragraph. All slab penetrations shall be fire stopped. The

Contractor must receive the approval of JBGS' structural engineer prior to proceeding with any such work.

LIFE SAFETY

1. **BUILDING LIFE SAFETY SYSTEMS** – The Contractor shall protect all Life Safety devices during any demolition and during the movement of materials to the space under construction. Fire alarm pull stations shall be protected against accidental activation and smoke detectors shall be protected daily to prevent contamination. The method of protection shall be approved by JBGS. All work, including demolition, on Building Life Safety Systems (smoke detectors, sprinklers, fire pull stations, fire doors) shall be completed by a contractor approved by JBGS and be monitored by the Building Engineer. All tie-ins to the fire alarm panel shall be completed by JBGS' preferred contractor as identified in the attached Building Information Sheet. Prior to occupancy and during the Fire Marshal's inspections and "ring down" the Contractor shall demonstrate to the Building Engineer's satisfaction that the Life Safety systems are functioning properly. The Contractor shall provide keys, two (2) sets of 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 JBGS; request a **Fire Protection Shut-off Permit from the Property Management Office**. Such work shall not commence until approval has been obtained for both timing and scope of work. The 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 any jurisdictional authority.
2. **FIRE ALARM INSTALLATION** – In an attempt to minimize fire system problems the General contract will require that all electricians that work on the owners system is NICET level 2. No apprentice electrician will be permitted to work on the system unless he is under the direct supervision of a level 2 technician. He will possess a minimal of a level 1. A level 2 or higher certified technician will remain on the premises' during all fire alarm work and will check with the building engineer to ensure the panels are clear of all troubles prior to his departure. **At no time will a trouble be left unresolved until the next day!** Certification shall be submitted to management prior to the start of the construction.

C. PROJECT ADMINISTRATION & REQUIREMENTS

1. **PRE-JOB WALK THROUGH** - A pre-job walk-through shall be arranged by the Contractor with JBGS to familiarize all parties with the existing conditions of the elevators, common areas, etc. On-site staging areas shall be identified by JBGS during this walk through. Progress meetings shall be held at the discretion of JBGS depending on the scope of the work/size of the project. The Contractor shall be responsible for generating minutes from progress meetings and schedule updates.
2. **PERMIT, SCHEDULE, INSPECTIONS & CONTRACTOR LIST** - A copy of the construction permit, the construction schedule and a list of all subcontractors shall be submitted to JBGS prior to commencing construction. To the extent applicable, and in accordance with local governmental laws, regulations and ordinances, the initial construction permit may consist of a temporary stud or temporary work permit prior to the issuance of a building permit. During construction, copies of all inspection approvals shall be submitted to JBGS. At the completion of construction, copies of all final approvals shall be submitted to JBGS.
3. **CONTRACTOR APPROVAL** - All contractors and subcontractors must be approved by JBGS prior to the commencement of any work.
4. **SUBCONTRACTORS** - The Contractor shall be held responsible for its subcontractors' actions in all cases. JBGS shall not be responsible for directing subcontractors or liable for any acts or omissions of a subcontractor in the event that some direction is given in the absence of the Contractor, as in the case of an emergency.
5. **DAMAGES** - The Contractor shall be financially responsible for any and all damages caused by its agents, employees, and subcontractors, including but not limited to damages arising from loss of Building services, such as utility services, elevator services, etc. Any damage caused to the property or Building by the Contractor, including but not limited to the doors and freight elevators shall be repaired by the Contractor as directed by JBGS. JBGS reserves the right to remedy the damages at the Contractor's expense in the event that the work is not acceptably corrected within one week of written notice to the Contractor.

6. **PROFESSIONAL CONDUCT** - Professional behavior is required at all times by the Contractor, its agents, employees, and subcontractors. Appearance and professionalism are important to our customers, visitors and tenants when Contractors and their employees are within the Building. The Contractor, its agents employees and subcontractors shall not congregate in any public areas within the Building or its entrance ways. Meetings, lunches and breaks are to be conducted within the work areas. Serious offenses which will result in immediate dismissal from the premises or the closing down of the construction project include:
- Drinking or drug use while on the property, or showing up at the property under the influence of alcohol or drugs.
 - Possessing or consuming drugs or illegal substances while on the property.
 - Possessing or using firearms or other weapons on the property.
 - Violating local, state or federal laws or regulations while on the property.
 - Physically or verbally harassing or abusing any individual who works in or visits the Building.
 - Duplicating any keys or any illegal entrance into any restricted area within the property.
 - Gambling.
 - Sleeping on the job.
 - Behaving in a disorderly manner.
 - Playing of radios which can 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.
7. **CHANGE ORDERS** - JBGS must give written approval for all activities and changes that may result in any cost to the Landlord or JBGS prior to the cost being incurred. Claims for additional costs for activities or changes not previously approved by the Landlord or JBGS shall be rejected without payment.
8. **INSURANCE** - Before commencing any work in the Building and at all times during construction, the Contractor shall maintain all necessary insurance as indicated in **Schedule 1**, and provide the Landlord with certificates of insurance evidencing the required coverage before any work is commenced. Such insurance shall specifically name the Landlord, JBGS and the Tenant as additional insures with respect to the work to be performed. The appropriate additional insured entities shall be provided by JBGS representatives to the Contractor.
9. **PAYMENTS** - The Contractor shall submit requests for payment in accordance with the Contract Document. All progress and the final payment requests are to be submitted to JBGS with a signed lien waiver using the attached form(s), covenanting that no mechanic's liens shall be filed by the Contractor or its subcontractors against the demised premises or the Building on account of any work done or materials furnished by the Contractor or subcontractors. Such lien waivers shall specifically name the Landlord and the real property address as the entity with respect to the work to be performed.
10. **PUNCH LIST** - The Contractor shall notify JBGS at least two (2) business days in advance of substantial completion of construction or as required in the Tenant's lease. A walk-through shall be conducted and any punch list items identified must be completed within ten (10) business days. The final payment shall be held until all punch list work has been completed.
11. **AS-BUILT DRAWINGS** - The Contractor shall provide JBGS with the field set of construction documents including all field notes and original set of permit plans. Two sets of As-Built on CAD (.dwg format) on CD ROM. The as-builts shall note the following.

- Label each drawing "As-built set" along right edge of sheet
- Label each drawing w/ GC names and date lower right-hand corner
- Clearly mark all as-built conditions on each sheet
- Include Approved Sprinkler shop drawings, hydraulic calculations, head counts
- Include Approved Fire Alarm shop drawings, product info and sequence of operations

12. PROJECT CLOSE-OUT – In addition to the above, the Contractor shall provide three (3) bound copies of the Project Manual which shall include the following:

- Table of Contents – organized by CSI divisions
- Letter from GC declaring substantial completion
- Executed copies of AIA Certificate of Substantial Completion
- Copy of punch list with completion dates
- Final Project Directory
- Final Project Schedule
- Final Submittal Log with approved submittals
- Final CCD Log
- Final As-built Finish Schedule
- Original or copy of Building Permit and Trade Permits
- Original or copy of all intermediate and final inspections
- Summary of Product Data and Warranties noting warranty period
- Copies of all operations and maintenance information for pertinent equipment
- Original or copy of Occupancy Permit
- Copy of contractor reviews and engineer approved certified Air Balance Report confirming the HVAC system has been balanced within 10% of design criteria or as specified on the contract documents.
- Copies of all required disposal and/or recycling records
- Accepted Transmittal of required Attic Stock of materials
- Copy of final requisition and final change order log
- Notarized copies of GC final release of liens on JBGS form-see attached

13. CERTIFICATE OF OCCUPANCY – If the Contractor is required to obtain a Certificate of Occupancy, the original shall be forwarded to JBGS.

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

WITNESS:

CONTRACTOR: **(Legal Name)**

By: _____

Name: _____

Title: _____

WITNESS:

BUILDING OWNER: Fairfax Square, LLC

By: JBGS/TRS, L.L.C.
Its Agent

By: JBG Smith Properties
General Partner

By: _____

Name: _____

Title: _____

**CONTRACTOR PARTIAL AND FINAL AFFIDAVIT AND RELEASE OF LIENS AND
CLAIMS AND SUBCONTRACTOR PARTIAL AND FINAL AFFIDAVIT AND
RELEASE OF LIENS AND CLAIMS**

(see attached)

CONTRACTOR AFFIDAVIT AND PARTIAL RELEASE OF LIENS AND CLAIMS

OWNER: **Fairfax Square, LLC**

CONTRACTOR:

PROJECT:

CONTRACT DATE:_____

FROM: _____
STREET: _____
CITY, ST.: _____

I. Certifications, Affirmations and Warranties

The undersigned, to support its entitlement to the requested payment, and for and in consideration of payments made by Fairfax Square, LLC (“Owner”) to the undersigned or to a Subcontractor, Materialman, or Supplier of the undersigned, and contingent upon the receipt of such payment, for work performed in the construction of the above-referenced Project pursuant to the above-referenced Contract, hereby affirms, certifies and warrants as follows:

1. Payment Request No. _____ represents the actual value of work performed through the above indicated payment request period for which payment is due under the terms of the Contract (and all authorized changes thereto) between the undersigned and Owner relating to the Project, including (i) all labor expended in the construction of the Project, (ii) all materials, fixtures and equipment delivered to Project, (iii) all materials, fixtures and equipment for the Project stored offsite to the extent authorized by Owner and for which payment therefore is permitted by the Contract and all requirements of said Contract with respect to materials stored offsite have been fulfilled, (iv) all services performed in the construction of the Project, (v) all equipment used, for provided for use, in the construction of the Project; and (vi) applicable general conditions and markup. Such work including items (i) through (v) is hereafter collectively referred to as “work performed in the construction of the Project”.

2. Except for retainage, if applicable, there are no outstanding claims against the Owner and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the _____ day of _____, 20____ except as follows (together with retainage, “Reserved Claims”):

Description	Maximum Amount
-------------	----------------

3. The undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against the Owner and/or its lenders, or the Project.

4. Except with respect to Reserved Claims, the undersigned has paid in full all laborers, and, subject to retainage, all Subcontractors, Suppliers, Materialmen, trade unions and others with respect to all work performed in the construction of the Project through _____ day of _____, 20____. Except with respect to Reserved Claims, no such party has filed or can properly file any claim, demand, lien, encumbrance or action against the Owner and/or its lenders, or the Project.

5. The undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title to the same to the Owner.

6. The undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.

7. The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.

8. The undersigned has the right, power and authority to execute this document.

II. Waiver and Release

In accord with the Contract, and excepting Reserved Claims, the undersigned does hereby forever waive and release in favor of the Owner and its lenders, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through the _____ day of _____, 20____, (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demands which the undersigned ever had or now has against the Owner and/or its lenders, or the Project.

III. Indemnification

Except with respect to Reserved Claims, the undersigned hereby agrees to indemnify and hold harmless the Owner and its lenders, from any and all damages, costs, expenses, demands, and suits, (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filing by any party with respect to any (1) work performed in the construction of the Project or work which should have been performed in construction of the Project through the _____ of _____, 20____, (2) any rights waived or released herein, and (3) any misrepresentation or breach of any certification, affirmation or warranty made by the undersigned in this Affidavit, Waiver and Release of Liens, and upon the request the Owner or

its lenders, will undertake to defend such causes of action, claims or lien filings at its sole cost and expense.

Date: _____
(Contractor - Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Subscribed and sworn before me
this _____ day of _____,
20__.

Notary Public

My Commission Expires:

**CONTRACTOR FINAL AFFIDAVIT, WAIVER AND RELEASE OF LIENS AND
CLAIMS**

OWNER: **Fairfax Square, LLC**

CONTRACTOR:

PROJECT:

CONTRACT DATE:_____

FROM: _____
STREET: _____
CITY, ST.: _____

I. Certifications, Affirmations and Warranties

The undersigned, to support its entitlement to the requested payment, and for and in consideration of final payment made by Fairfax Square, LLC (“Owner”) to the undersigned or to a subcontractor, materialman, or supplier of the undersigned, and contingent upon the receipt of such payment, for work performed in the construction of the above-referenced Project pursuant to the above-referenced Contract, hereby affirms, certifies and warrants as follows:

1. Upon receipt of the sum of \$_____, the undersigned will have received final payment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Owner relating to the Project, including (1) all labor expended in the construction of the Project, (2) all materials, fixtures and equipment delivered to the site and either incorporated or to be incorporated into the Project, (3) all materials, fixtures and equipment for the Project stored offsite to the extent authorized by Owner and for which payment therefor is permitted by the Contract and all requirements of said Contract with respect to materials stored offsite have been fulfilled, (4) all services performed in the construction of the Project, (5) all equipment used, or provided for use, in the construction of the Project, and (6) applicable general conditions and markup. Such work including items (1) through (5) is hereafter collectively referred to as “work performed in the construction of the Project.”

2. Except for receipt of final payment as set forth in paragraph 1, there are no outstanding claims against the Owner and/or its lenders, or the Project, in connection with the work performed in the construction of the Project.

3. The undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against the Owner and/or its lenders, or the Project.

4. Upon receipt of final payment as listed above, the undersigned will pay in full all laborers, and, subject to retainage, all subcontractors, suppliers, materialmen, trade unions and

others with respect to all work performed in the construction of the Project. No such party has filed or can properly file any claim, demand, lien, encumbrance or action against the Owner and/or its lenders, or the Project.

5. The undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title of the same to the Owner.

6. The undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.

7. The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.

8. The undersigned has the right, power and authority to execute this document.

II. Waiver and Release

In accord with the Contract (upon receipt of final payment), the undersigned does hereby forever waive and release in favor of the Owner and its lenders, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through the _____ day of _____, 20__, (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demands which the undersigned ever had or now has against the Owner and/or its lenders, or the Project.

III. Indemnification

The undersigned hereby agrees to indemnify and hold harmless the Owner and its lenders, from any and all damages, costs, expenses, demands, and suits, (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filing by any party with respect to any (1) work performed in the construction of the Project or work which should have been performed in construction of the Project through the _____ of _____, 20__, (2) any rights waived or released herein, and (3) any misrepresentation or breach of any certification, affirmation or warranty made by the undersigned in this Final Affidavit, Waiver and Release of Liens and Claims, and upon the request of the Owner or its lenders, will undertake to defend such causes of action, claims or lien filings at its sole cost and expense.

This Final Affidavit, Waiver and Release of Liens and Claims shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written for extra or additional work

on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

Date: _____
(Contractor - Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Subscribed and sworn before me
this _____ day of _____,
20__.

Notary Public

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT AND PARTIAL RELEASE OF LIENS

OWNER: **Fairfax Square, LLC**

CONTRACTOR:

PROJECT:

SUBCONTRACT DATE:_____

PURCHASE ORDER NO._____

FROM: _____

STREET: _____

CITY, ST.: _____

I. Certifications, Affirmations and Warranties

The undersigned, to support its entitlement to the requested payment, and for and in consideration of payments made by _____ (“Contractor”) to the undersigned or to a Subcontractor, Materialman, or Supplier of the undersigned, and contingent upon the receipt of such payment, for work performed in the construction of the above-referenced Project pursuant to the above-referenced Subcontract or Purchase Order, hereby affirms, certifies and warrants as follows:

1. Payment Request No. _____ represents the actual value of work performed through the above indicated payment request period for which payment is due under the terms of the Subcontract or Purchase Order (and all authorized changes thereto) between the undersigned and Contractor relating to the Project, including (I) all labor expended in the construction of the Project, (ii) all materials, fixtures and equipment delivered to Project, (iii) all materials, fixtures and equipment for the Project stored offsite to the extent authorized by Contractor and for which payment therefore is permitted by Contractor=s contract with the Owner and all requirements of said contract with respect to materials stored offsite have been fulfilled, (iv) all services performed in the construction of the Project, and (v) all equipment used, for provided for use, in the construction of the Project. Such work including items (I) through (v) is hereafter collectively referred to as “work performed in the construction of the Project.”

2. Except for retainage, if applicable, there are no outstanding claims against Contractor and/or its sureties, the Owner of the Project and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the _____ day of _____, 20__ except as follows (together with retainage, “Reserved Claims”):

Description	Maximum Amount
-------------	----------------

3. The undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.

4. Except with respect to Reserved Claims, the undersigned has paid in full all laborers, and, subject to retainage, all Subcontractors, Suppliers, Materialmen, trade unions and others with respect to all work performed in the construction of the Project through _____ day of _____,

20__. No such party has filed or can properly file any claim, demand, lien, encumbrance or action against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.

5. The undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title to the same to Contractor or the Owner.

6. The undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.

7. The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.

8. The undersigned has the right, power and authority to execute this document.

II. Waiver and Release

In accord with the Subcontract Agreement or the Purchase Order, as applicable, and excepting Reserved Claims, the undersigned does hereby forever waive and release in favor of Contractor and its sureties, the Owner of the Project and its lenders, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through the _____ day of _____, 20__, (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demands which the undersigned ever had or now has against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.

III. Indemnification

Except with respect to Reserved Claims, the undersigned hereby agrees to indemnify and hold harmless Contractor and its sureties, and the Owner of the project and its lenders, from any and all damages, costs, expenses, demands, and suits, (including reasonable legal fees) directly

or indirectly relating to any cause of action, claim or lien filing by any party with respect to any (1) work performed in the construction of the Project or work which should have been performed in construction of the Project through the _____ of _____, 20__, (2) any rights waived or released herein, and (3) any misrepresentation or breach of any certification, affirmation or warranty made by the undersigned in this Affidavit, Waiver and Release of Liens, and upon the request of Contractor, its sureties, the Owner of the Project or its lenders, will undertake to defend such causes of action, claims or lien filings at its sole cost and expense.

Date: _____
(Subcontractor - Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Subscribed and sworn before me
this _____ day of _____,
20__.

Notary Public

My Commission Expires:

SUBCONTRACTOR FINAL AFFIDAVIT, WAIVER AND RELEASE OF LIENS

OWNER: **Fairfax Square, LLC**

CONTRACTOR:

PROJECT:

SUBCONTRACT DATE:_____

PURCHASE ORDER NO._____

FROM: _____
STREET: _____
CITY, ST.: _____

I. Certifications, Affirmations and Warranties

The undersigned, to support its entitlement to the requested payment, and for and in consideration of final payment made by _____ (“Contractor”) to the undersigned or to a subcontractor, materialman, or supplier of the undersigned, and contingent upon the receipt of such payment, for work performed in the construction of the above-referenced Project pursuant to the above-referenced Subcontract or Purchase Order, hereby affirms, certifies and warrants as follows:

1. Upon receipt of the sum of \$_____, the undersigned will have received final payment under the terms of the Subcontract or Purchase Order (and all authorized changes thereto) between the undersigned and Contractor relating to the Project, including (1) all labor expended in the construction of the Project, (2) all materials, fixtures and equipment delivered to the site and either incorporated or to be incorporated into the Project, (3) all materials, fixtures and equipment for the Project stored offsite to the extent authorized by Contractor and for which payment therefor is permitted by Contractor’s contract with the Owner and all requirements of said contract with respect to materials stored offsite have been fulfilled, (4) all services performed in the construction of the Project, and (5) all equipment used, or provided for use, in the construction of the Project. Such work including items (1) through (5) is hereafter collectively referred to as “work performed in the construction of the Project.”

2. Except for receipt of final payment as set forth in paragraph I, there are no outstanding claims against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project, in connection with the work performed in the construction of the Project.

3. The undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.

4. The undersigned has paid in full all laborers, and, subject to retainage, all subcontractors, suppliers, materialmen, trade unions and others with respect to all work performed in the construction of the Project. No such party has filed or can properly file any claim, demand, lien, encumbrance or action against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.

5. The undersigned has not given or executed any security interest for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be placed upon or installed in the Project, and is conveying good title of the same to Contractor or the Owner.

6. The undersigned has paid all amounts due benefit funds, trade unions, applicable taxes, applicable fees, duties and other like charges relating directly or indirectly to the work performed in the construction of the Project.

7. The undersigned has complied with all applicable federal, state and local laws, codes, ordinances and regulations relating to the work performed in the construction of the Project.

8. The undersigned has the right, power and authority to execute this document.

II. Waiver and Release

In accord with the Subcontract Agreement or the Purchase Order, as applicable, the undersigned does hereby forever waive and release in favor of Contractor and its sureties, the Owner of the Project and its lenders and guarantors, the Project and the title company or companies examining and/or insuring title to the Project, and any and all successors and assignees of the above, all rights that presently exist or hereafter may accrue to the undersigned by reason of work performed in the construction of the Project through the _____ day of _____, 20__, (1) to assert a lien upon the land and/or improvements comprising the Project, and (2) to assert or bring any causes of action, claims, suits and demands which the undersigned ever had or now has against Contractor and/or its sureties, the Owner of the Project and/or its lenders, or the Project.

III. Indemnification

The undersigned hereby agrees to indemnify and hold harmless Contractor and its sureties, and the Owner of the project and its lenders, from any and all damages, costs, expenses, demands, and suits, (including reasonable legal fees) directly or indirectly relating to any cause of action, claim or lien filing by any party with respect to any (1) work performed in the construction of the Project or work which should have been

performed in construction of the Project through the _____ of _____, 20____,
(2) any rights waived or released herein, and (3) any misrepresentation or breach of any
certification, affirmation or warranty made by the undersigned in this Final Affidavit,
Waiver and Release of Liens and Claims, and upon the request of Contractor, its sureties,
the Owner of the Project or its lenders, will undertake to defend such causes of action,
claims or lien filings at its sole cost and expense.

This Final Affidavit, Waiver and Release of Liens and Claims shall be an independent
covenant and shall operate and be effective with respect to work and labor done and
materials furnished under any supplemental contract or contracts, whether oral or written
for extra or additional work on the project and for any further work done or materials
furnished at any time with respect to the project subsequent to the execution hereof.

Date: _____
(Subcontractor - Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Subscribed and sworn before me
this _____ day of _____,
20____.

Notary Public

My Commission Expires:

8045, 8065 & 8075 Leesburg Pike
Vienna, VA

AFTER HOUR AUTHORIZATION REQUEST

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: X _____

Tenant Signature: X _____

JBGS Use:

PROPERTY MANAGER SIGNATURE: X _____

ENGINEERING SIGNATURE: X _____

SCHEDULE 1 - SCHEDULE OF INSURANCE

A. Contractor Insurance

1. The Contractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described below. The insurance described in this Exhibit shall be placed with insurance companies licensed to do business, and authorized in the state where the work is to be performed. All policies shall be written on an occurrence basis. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in its sole discretion.

1.1 **Worker's Compensation.** Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all statutory requirements. Such insurance shall include Employer's Liability coverage with limits of \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 disease for each employee and in the aggregate. Such coverage shall also waive any and all right of subrogation against all of the Owner Indemnitees.

1.2 **Commercial General Liability Insurance.** Commercial General Liability Insurance in Contractor's name and included in the General contractor's fee with no less than \$5,000,000 in limits per occurrence and in the aggregate per project (which can be provided through a combination of primary and umbrella liability policies). Such policy(ies) shall provide coverage as broad as the current edition of Insurance Service Office (ISO) Form CG 00 01 form or its equivalent. Such policy(ies) must be further endorsed to:

(a) Name Owner, Fairfax Square LLC, its Agent, JBGS/TRS, L.L.C. and their respective parent companies, trustees, members, partners, directors, officers and employees, each of any tier and any master lessor or mortgagee of Owner (collectively "Owner Parties" and individually an "Owner Party") as additional insureds including additional insured status for completed operations, and provide a waiver of subrogation in their favor.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

(d) The primary commercial general liability policy cannot contain a self-insured retention in excess of \$100,000 without the written consent of the Owner. Any self-insured retention must be shown on the certificate of insurance.

(e) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(f) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.

(g) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(h) Provide contractual liability coverage for insured contracts as defined under ISO Form CG 00 01;

(i) Provide Elevator and Hoist liability coverage, as applicable.

(j) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.3 **Commercial Automobile Liability Insurance.** Commercial Automobile Liability Insurance for any and all claims for damages due to bodily injury (including death) or property damage arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles. Such insurance shall provide limits of liability in an amount not less than \$1,000,000 per accident. Such policy must be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

1.4 [Optional for Contractors without potential pollution exposure] Contractor's **Pollution Liability Insurance.** Contractor's Pollution Liability Insurance (as applicable) for any and all claims for damages due to sudden or accidental pollution in the amount of not less than \$5,000,000.00 per occurrence/aggregate. This insurance shall be maintained for a period of at least three (3) years after final completion of the Work, and shall be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Indemnitees.

2. **Subcontractors.**

2.1 Contractor agrees that all Subcontractors will be required to obtain and maintain the insurance required of the Contractor hereunder, and in compliance with the terms and conditions of this Exhibit, except that the amount of general liability coverage will be agreed upon by the Owner and the Contractor on a case-by-case basis prior to the start of any work.

2.2 Contractor will require, by contract, which all subcontractors have their commercial general liability and auto liability policies endorsed to name Owner Parties as additional insureds both for premises operations and completed operations/products. Certificates of insurance along with copies of the appropriate endorsements will be sent to Owner, as required below, prior to the start of any work.

2.3 Contractor agrees that it will promptly advise Owner in the event that any subcontractor it wishes to retain is unable to obtain such requisite insurance coverages; Contractor will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into a subcontract with such subcontractor.

3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Contractor shall file with the Owner one (1) valid certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. Upon written request, the Contractor shall also deliver to the Owner copies of the insurance policies required to be maintained pursuant to this Exhibit. The Contractor shall also deliver to the Owner, within seven (7) days of the Owner's request, a certificate of the Contractor or its insurance agent stating that all premiums due with respect to such required policies have been paid currently and that such policies are in full force and effect, and if required, a copy of the receipt for the payment of premiums. Not later than five (5) days prior to the expiration date of each of the required policies the Contractor shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein, together with evidence of payment of premium satisfactory to the Owner.

3.2 Each insurance policy shall contain a provision whereby the insurer agrees that such policy shall not be canceled or fail to be renewed without at least thirty (30) days (ten (10) days for non-payment of premium) prior written notice to the Owner. Contractor shall notify Owner immediately if the Contractor receives any notice of cancellation or reduction in coverage from its insurers.

3.3 All certificates and endorsements and all notices required pursuant to this Exhibit must be sent to the attention of:

Fairfax Square LLC
c/o JBG Smith Properties
8075 Leesburg Pike LL70
Vienna, VA 22182

3.4 Receipt and review by Owner any other Owner Party of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Contractor of its obligation to comply with the insurance provisions of this Agreement.

3.5 The insurance provisions of this Agreement shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.6 All insurance shall be issued by insurance companies with a policyholder "Best's Key Rating Guide" of at least "A" and a financial size of at least "Class VIII". If, at any time during the period in which the Contractor is required to maintain insurance hereunder, the rating of any of insurance carriers is reduced below the rating required, Contractor shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

3.7 Regardless whether Contractor's liability hereunder is or is not covered by insurance, Contractor's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement or otherwise by the Overall Contract.

3.8 In the event that Contractor or any of its subcontractors fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate the Contract immediately and/or remove the contractor or subcontractor from the premises until proper documentation has been provided.

3.9 Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrants that a) all such tools and equipment are (i) designed for the required job; and (ii) properly maintained and in safe operating order; and b) all employees have received proper training in the safe use of all tools and equipment.

3.11 Neither Owner nor any other Owner Party shall be liable in any manner to Contractor or any Contractor Party for any injury or damage to Contractor or any Contractor Party, or their respective property, caused by the criminal or intentional misconduct of third parties. All claims against Owner and any other Owner Party for any such damage or injury are hereby expressly waived.

3.12 Neither Owner nor any other Owner Party shall assume any liability or responsibility with respect to the conduct and operation of the Contractors work in or around the Project site. Neither Owner nor any other Owner Party shall be liable for any accident or injury to any person or persons or property in or about the Project site which are caused by or arise out of the Work or the manner or means in which such Work is conducted or operated, including Contractor's employees, equipment or property at or around the Project site.

END OF DOCUMENT /SCHEDULE 1 - SCHEDULE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Site: Fairfax Square, 8045, 8065 & 8075 Leesburg Pike, Vienna, VA 22182

Fairfax Square, LLC., Fairfax Square Partners, Inc. and JBGS/TRS, L.L.C. are named as additional insureds on the General Liability where required by written contract.

CERTIFICATE HOLDER

Fairfax Square LLC
c/o JBG Smith Properties
8075 Leesburg Pike LL70
Vienna, VA 22182

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE