



222 Tenant Manual

222 Second Avenue South
Nashville, TN 37201

Topic	Page
Introduction	4
Contact Information	4
About the Management Staff	4
General Information	5
Building Location & Description	5
Building Hours of Operation	5
Building Holidays	5
Website	6
Amenities	7-9
On-Site Amenities	7
On-Site Dining	8
MTA & Music City Star Service	8
Other Amenities	8
Telecommunications Providers	9
Covid-19 Policies & Procedures	10
Services	11-15
Janitorial	11
Recycling	12
Engineering/ Maintenance	13
Access Control	16-18
Building Entrances	16
Building Access Control	16
Access Clearance	17
Afterhours Building Access	17
Building Access Cards	17
Courtesy Staff Escort	18
Lost/Forgotten Keys	18
Soliciting	18
Theft and Insurance	18
Moving Procedures/Deliveries	19-21
Scheduling Access	19
Loading/Unloading	19
Freight Elevator Dimensions	20
Deliveries	20
Insurance Requirements	21

INDEX (CONTINUED)

Topic	Page
Parking	22-24
Tenant Parking	22
Visitor Parking	23
Parking Policies	23
Miscellaneous	25-27
Mail Service	25
Billing	26
Tenant Certificates of Insurance	27
Smoking Policy	27
Tenant Function Guidelines	27
Lost & Found	27
Floor Load	27
Signs	27
Exhibit A – Building Rules & Regulations	28
Exhibit B – Building Fire Safety Features	32
Exhibit C – Fire Prevention/ Preparation	35
Exhibit D– Fitness Center Rules & Regulations	36
Exhibit E – Fitness Center Waiver	37
Exhibit F – Authorized Activity Form	38



INTRODUCTION

As the recipient of this Tenant Manual, you have been named the “Designated Tenant Contact” for your company in correspondence with the Management Office. Communication is the most crucial element in implementing the policies and procedures contained herein and we believe that channeling it through a designated representative enables us to provide you with the highest level of service possible. In addition, we ask that each Tenant designate at least two individuals in their company who will serve as “after-hours” emergency contacts. All home and/ or mobile telephone numbers will be kept strictly confidential. As this information changes, please notify the Management Office.

The Designated Tenant Contact is also asked to submit an employee roster to the Management Office, providing updates as necessary. Any format is acceptable as long as the information includes printed first and last names of all employees. Thank you for your assistance.

THE 222 MANAGEMENT OFFICE MAY BE CONTACTED AS FOLLOWS:

Hines Interests Limited Partnership
222 Second Avenue South
Suite 1220
Nashville, TN 37201
Phone 615-338-9570

Please call the Management Office should you have questions or comments concerning the building. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. After business hours or on weekends, your call will be forwarded to the 24/7 staffed lobby security console.

ABOUT THE MANAGEMENT STAFF...

222 is managed by a professional management team from Hines. The management team, chosen for its expertise in managing corporate office properties, consists of the following:

Tony Napier, General Manager
Morgan, Hemphill, Assistant Property Manager
Marc Racine, General Engineering Manager
David Bryan, Engineering Manager
Jerome Patterson, Engineer
Kristi Griesbach, Senior Property Accountant

GENERAL INFORMATION

BUILDING LOCATION & DESCRIPTION

222 Second Avenue South, Nashville, Tennessee 37201

222 is a 390,000-square-foot multi-tenant Class AA office building that has been developed in the SoBro (South of Broadway) submarket in downtown Nashville, TN.

222 has been designed by Gresham Smith & Partners. The 25-story building is comprised of 362,000 square feet of office space and 28,000 square feet of retail and is situated across the street from the city's 12-acre West River front Park and Ascend Amphitheatre. 222 has a state-of-the-art amenity offering that features a 5,000-square-foot outdoor terrace with seating, fire pits, outdoor televisions, bar area, Wi-Fi and unparalleled views of the park, Amphitheatre, and Cumberland River; a club-quality fitness center with lockers, showers, and towel service; a facility for outdoor yoga and Pilates classes; collaborative meeting space and social work area; and a tenant conference center.

222 was developed by and is managed by Hines Interests Limited Partnership.

BUILDING HOURS OF OPERATION

Monday through Friday	8:00 a.m. to 6:00 p.m.
Saturday	8:00 a.m. to 1:00 p.m. (Building entrance card access required)
Sunday	Closed (Building entrance card access required)

BUILDING HOLIDAYS

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day & the day after
Christmas Day

Any other holiday generally recognized as such by landlords of office space in the metropolitan Nashville, Tennessee office market, as determined by Landlord in good faith.

Security Staff Members are on duty 24 hours a day, 7 days a week, including Holidays.



WWW.222NASHVILLE.COM CAN BE VISITED BY ANYONE FOR RESOURCES LIKE:

- PROPERTY INFORMATION AND PHOTOS
- CONTACT INFORMATION
- LINK TO SUBMIT WORKORDERS, RESERVATIONS OF THE AMENITIES, AND THE FITNESS CENTER WAIVER
- LEASING INFORMATION

AMENITIES

FITNESS CENTER

Located on the 12th floor, the Fitness Center is complete with free weights, weight machines, and cardio equipment. For 222 tenants' convenience, men and women's changing rooms with showers, lockers and towel service are also provided.

The Fitness Center assesses a monthly use fee which will be provided under a separate cover. All tenants who would like to access the Fitness Center and locker rooms are required to complete the Fitness Center Waiver. Upon review and approval of the completed form, each tenant will have access to the Fitness Center via their Building Access Card. Please allow two business days for card to be activated.

CONFERENCE ROOM

The Conference Room is designed to fulfill the needs of any tenant requiring additional meeting space. The Conference Room is located on the 12th floor and is available to all tenants via reservation with the Management Office. Fees may apply.

12TH FLOOR TERRACE

The Outdoor Terrace is designed to offer tenants of 222 an alternate place to work, socialize, and enjoy the spectacular views. The Terrace is available for all tenants on a first-come-first-serve basis and can be reserved for exclusive events (Monday- Thursday after 4pm) through the Management Office. Fees apply for exclusive reservations.



On Independence Day, New Year's Eve and other major events in downtown Nashville identified by Landlord, the Outdoor Terrace will not be eligible for exclusive reservations.

SOCIAL WORK LOUNGE

The Social Work Lounge is designed to offer tenants of 222 an alternate place to work and socialize on the 12th floor. The Social Work Lounge is available to all tenants and is not a rentable area.

ON-SITE DINING

On 1st avenue, The Hampton Social <https://www.thehamptonsocial.com/nashville> and Liberty Common <http://www.liberty-common.com/> are both open for lunch and dinner.

12TH FLOOR

222 has an unattended self-pay vending micro-market. Located in the Social Work Lounge, micro-markets deliver a remarkably more convenient, healthy, and economical solution. Also, Monday- Friday between 11am-1pm, Fooda, who connects with local food vendors, is set up in the Social Work Lounge.

MTA SERVICE & MUSIC CITY STAR

Nashville MTA is Nashville's public transportation. With 6 train stations in Davidson and Wilson counties and 20 park and ride locations, MTA is convenient for working in the heart of downtown. <http://www.nashvillemta.org/>

The Music City Star is a commuter rail service running between Nashville and Lebanon, Tennessee. The service uses the existing track of the Nashville and Eastern Railroad. The line stops at seven stations: Riverfront- which is walkable from 222, Donelson, Hermitage, Mt. Juliet, Martha, Hamilton Springs and Lebanon <http://www.musiccitystar.org/>

OTHER BUILDING AND SURROUNDING AMENITIES

ATM

Bank of America is located on 2nd Avenue with ATM service your convenience. Additionally, a second ATM is available in the Garage Elevator Lobby 24-hours a day.

ASCEND AMPHITHEATRE

The Ascend Amphitheater is an open-air event venue located on the Cumberland River. Ascend is host to some of Nashville's favorite artists. See their website for events and tickets. <http://www.ascendamphitheater.com/>

RESTAURANTS

222's central location puts you within walking distance or a short drive to a substantial and unique mix of ever-evolving retail, dining and entertainment options. For a complete list, please visit the district's website at: <http://www.visitmusiccity.com/>

TELECOMMUNICATION/INTERNET PROVIDERS

222 hosts several telecommunication and networking options for our Tenants.

These providers include:



AT&T



COVID-19 POLICIES & PROCEDURES

SCREENING:

Tenants of 222 are welcome to pre-screen their visitors prior to their arrival. Building management will not be pre-screening of tenants or their visitors. In addition, 222 will not be performing temperature checks for tenants or visitors unless mandated by the Government. Tenants are welcome to perform temperature checks within their suites.

MASK POLICY:

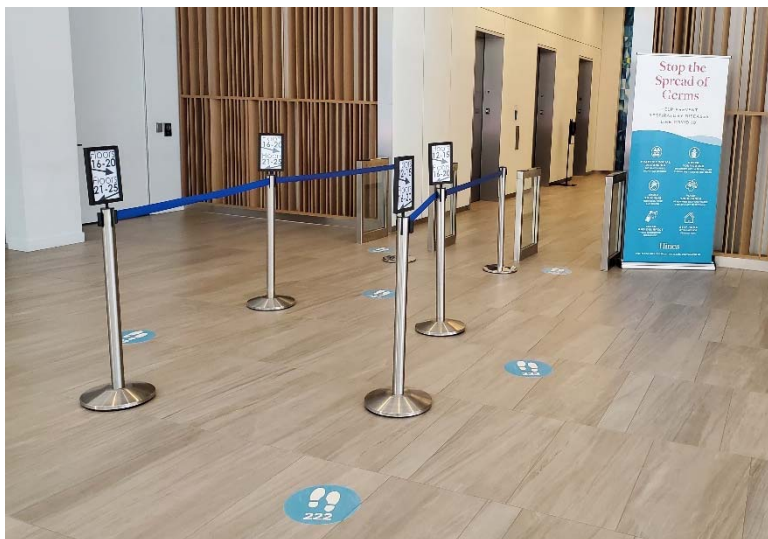
Per Davidson County Public Health Order 8, all employees, visitors, vendors, contractors, and 222 Staff must wear a mask/face covering upon building entry and within all common spaces. Common spaces include but are not limited to the elevator cabs, the elevator lobbies, main lobby, the fitness center, the parking garage, shared corridors, and shared restrooms/locker rooms, and 12th Floor Community Area. Tenants of 222 are encouraged to have their own mask policy within their designated suite.

SIGNAGE:

Signage and floor decals throughout the building have been installed promoting social distancing and showing tenants how to navigate entrances, exits and common areas. Signage located by the main lobby entrances indicate for individuals to refrain from entering if they're experiencing any symptoms of illness.

ELEVATORS:

To maintain appropriate social distancing, only four (4) occupants per elevator at one time. Floor decals have been placed on each corner of the elevator cabs denoting where to stand.



SERVICES

JANITORIAL

Night cleaning services consistent with Class A office standards are provided Monday through Friday evenings after building operating hours. During regular business hours, janitorial service is provided for the common areas of the building, including restrooms, lobbies, and corridors.

In addition to attending to building common areas, the night cleaning staff will perform the following duties in your suite:

- Floor work – sweeping/vacuuming/damp mopping/periodic spray-buffing (vinyl tile),
- Dusting – horizontal surfaces,
- Glass work – wash doors, side lights,
- Waste removal & recycling – emptying all containers, *
- Carpet – spot cleaning (spots are defined as being less than or equal to the size of a quarter).

All trash items should be kept within the office. No items should be placed in the hallways, stairwells or lobbies as required by local fire ordinances. All items for disposal should be placed in waste receptacles. Items larger than receptacles should be clearly identified as trash.


*Large items such as pallets, furniture, or equipment may not be thrown into the building compactor. Tenant are responsible for removing and disposing of these items. Please contact the Property Management Office to coordinate if this type of disposal is needed.

The following special services may be provided at the Tenant's cost:

- Carpets – wall to wall cleaning,
- Floors – sealing, waxing and treating custom floors,
- Walls – washed inch by inch to remove fingerprints and non-staining smudges, and
- Kitchen – dishwashing service, appliance cleaning (refrigerators, microwave ovens).

RECYCLING


222 has a single stream recycling program. Food-waste is placed in trash containers. Regular office waste can be placed in the desk-side or work/break area recycling containers. The desk-side recycle containers are emptied nightly by the contracted janitorial crew into a recycling compactor located in the loading dock. These items are then sorted at an offsite facility.





**RECYCLE OFTEN.
RECYCLE RIGHT.**


KEEP THE DIRTY DOZEN OUT OF YOUR RECYCLING CART.


You have heard the saying, "one bad apple can spoil the bunch." The same goes for recycling. We need your help to keep the dirty dozen out of the recycling cart.



Food



Plastic Bags



Food-Soiled Paper



Snack Bags & Wrappers



Cords/Wires



Garden Hose



Clothing


Diapers



Broken Cups & Dishes


Electronics & Batteries


Household Hazardous Waste


Needles

Go to RecycleOftenRecycleRight.com to learn more.

2017



RECYCLING RULES


1. RECYCLE ALL BOTTLES, CANS AND PAPER


2. KEEP ITEMS CLEAN AND DRY


3. NO PLASTIC BAGS

Always recycle:


Plastic Bottles & Containers
Plastic bottles, jars, jugs and tubs


Food & Beverage Cans
Tin, aluminum, steel food and beverage cans


Paper
Cardboard, paper, newspaper, paperboard, magazines


Flattened Cardboard & Paperboard
Flatten all boxes (do not bundle/tie up)

APPROPRIATE RECYCLABLES:

- Office paper- all colors
- Envelopes
- Junk mail, magazines, newspaper
- Cardboard
- Phonebook
- Soft and hard cover books
- File folders
- Brochures
- Wrapping paper
- Lids from jars
- Frozen food packages
- Paper grocery bags
- Plastic containers with recycle codes 1-7
- Rinsed out aluminum cans

NON- RECYCLABLES:

- Styrofoam cups
- Wax coated coffee cups (Starbucks cups)
- Tissues, napkins, paper towels
- Food contaminated containers (pizza boxes, wrappers, paper plates)
- Food Waste (banana peels, tea bags, apple cores)
- Plastic bags
- Glass bottles
- 3-Ring binders
- Ceramics
- Light bulbs

ENGINEERING/MAINTENANCE

The 222 Engineering team is staffed with highly trained and reliable engineers. Our Engineers provide effective daily service to Tenants as well as ensure that the building equipment is properly maintained. A computerized work order system, Aware, enables our engineers to provide effective daily service to Tenants as well as ensure that building equipment is properly maintained.

Examples of services which are provided at additional costs to Tenants:

- Lock & key work
- Replacement of “non-building-standard” lights/ballasts
- Electrical work



The Aware work order system provides an easy method for tenants to notify the management team of the specific need. It is easy to access the work order system by logging onto www.222nashville.awareportal.com. Once logged on you will see your current Open Work Orders. If you are the primary tenant contact, you will see any work orders for your company.

THE HOURLY RATE FOR BILLABLE ENGINEERING SERVICES IS CURRENTLY \$45.00 AND MAY BE SUBJECT TO CHANGE. PLEASE NOTE THAT ENGINEERING, JANITORIAL, AND COURTESY STAFF MEMBERS ARE NOT PERMITTED TO PROVIDE FURNITURE MOVING SERVICES FOR LIABILITY AND INSURANCE REASONS.

When placing a service request with the Management office, please be prepared to give the following information: company name, suite number, name of individual requesting service, their exact location within the suite, and the nature of request. A work order will then be generated and dispatched. If there is a charge for the requested service, the designated Tenant contact must authorize the work order prior to dispatch. No signature is required for work orders that are completed on a complimentary basis. Response time to your request may vary but the following guidelines may be used in determining when the work order will be completed:

Emergency	Immediate response required	Leak, flood, power outage
High Priority	Respond within 30 minutes	Hot & cold calls
Medium Priority	Respond within 2 – 4 hours	Light out
Low Priority	Respond within 24 hours	Door lock installations

Tenants are encouraged to log not only all service requests but any building-related complaints with the Management office as well. These types of issues will also be tracked through the on-site computerized work order system.

HEATING, VENTILATION, AIR CONDITIONING (HVAC) SCHEDULE

Base building HVAC services are provided Monday through Friday during building operating hours (8:00 a.m. to 6:00 p.m.) and Saturdays from 8:00 a.m. to 1:00 p.m. HVAC services can be provided on holidays or anytime outside of these hours at an additional cost as indicated in the next section.



ALL SPACE HEATERS ARE STRICTLY FORBIDDEN in the building, as they are a safety hazard and against city fire codes. Also, space heaters disturb the accuracy of the building thermostats causing surrounding fellow employees to be cold.

OVERTIME HVAC REQUESTS

If HVAC is needed outside of the Building Hours of Operation, please submit a work order via AWARE. OT HVAC programming does not happen immediately, to avoid any delays in service, please see below:

- Weekday evening requests – submit AWARE work order no later than **4:30pm**.
- Holiday and Weekend requests - submit AWARE work order no later than **4:30pm on the immediately preceding business day**.

The rate for overtime HVAC is currently **\$50/floor/hour**, unless stipulated in the Lease, for single floor tenants and is subject to change. Please note you may be charged an additional fee for requests made after business hours.

LIGHTING/ELECTRICAL

If you need “building-standard” light bulbs or ballasts replaced, please contact the Management Office. Periodically, Engineering will “patrol” your suite to check for lights out as a courtesy. If you prefer to forego having this service performed, please contact the Management Office. Please be reminded that all custom fixtures, including any associated with modular furniture units, are the responsibility of the Tenant. Tenants with non-building standard lamps & ballasts must order and stock these items within their suite; however, Engineering will replace these items at an additional charge.

ENERGY MANAGEMENT

Energy costs are one of the largest expenses for 222 Tenants. To minimize your expense, we request that Tenants turn off all lights in their suites as they leave in the evenings, if not already on a timer or an occupancy sensor. The night cleaning staff has been instructed to use only the lighting levels necessary to perform their duties and turn off lights as they leave areas. All computers, printers, calculators, radios, and coffee makers should be turned off or placed into energy saver mode each evening as well.

KEYS/LOCKS

Building standard locks within the building are part of a master key system. This enables appropriate Management staff to access all areas in the event of an emergency. If additional locks or keys are needed, the request should be coordinated through the Management Office. Standard procedure dictates that suites are re-keyed as tenancy changes. When you move in, you will receive two keys per entry cylinder lockset as a courtesy. Additional and replacement keys are \$3.00 per copy and are ordered through the Management Office. When employees leave, or are terminated, it is important that the Tenant representative collect their keys to maintain access control.

TENANT ALTERATION PROJECTS

Any desired suite alteration, whether it involves remodeling or simply redecoration, requires the review of drawings and approval of the Management Office per the terms of your lease agreement. These alterations may include (but are not limited to) drywall, paint, carpet, wall covering, electrical/circuitry, mechanical and plumbing work. All work must be performed by an approved by Management, and an Authorized Activity Form (Exhibit F). Please contact the Management Office for details regarding alterations and improvements, an updated list of the Tenant Vendor Program, and construction coordination services that can be provided to your office space

TENANT VENDOR PROGRAM

The Tenant Vendor Program is 222 approved vendor list for any MEP projects and repairs within you're the tenant suite – i.e. IT Closet HVAC, Electrical, & Plumbing. All approved contractors are registered with the Management Office to ensure that quality workmanship is obtained, that Building Construction Standards are properly communicated and understood, and that all applicable building codes are followed. Please contact the Management Office for the updated Tenant Vendor Program.

ACCESS CONTROL

BUILDING ENTRANCES

There are multiple pedestrian entry points into the building, including the doors off 2nd Avenue, Molloy Street, and adjoining retail spaces. Dedicated fire stairwells exit onto the public sidewalks have video surveillance within the stairwell at ground level and local alarm enunciators to deter use during non-emergency situations.



BUILDING ACCESS CONTROL

A Reception Desk is centrally located in the lobby for use by the tenants and Building Management personnel for information and security clearance/monitoring. As part of the Building access control requirements, optical turnstiles are located at the main lobby elevator vestibule to attempt to restrict all unauthorized personnel from entering any tenant passenger elevator.

In addition to the stationed personnel at the Building Reception Desk, a separate access control command center is located in the loading dock which is staffed 24 hours a day, 7 days a week. The video surveillance system and emergency intercoms are monitored at this command center as well as the building reception desk.

ACCESS CLEARANCE

As mentioned above, Tenant employees must utilize their access cards to activate the optical turnstiles in the main lobby office tower elevator vestibule to access passenger elevators.



All Tenant visitors must be registered in the Visitor Management System and must check in with Security or the VMS kiosk and will be issued a temporary Visitor sticker at the Lobby Security Desk before entering the building elevators. Tenant representatives must authorize the registering of visitors, and this process can be performed prior to the guest's arrival to ensure minimal delay. Tenants should register their guest utilizing the online portal via the property website. Orientation to access the portal and register guests will be included in tenant onboarding at or prior to occupancy.

Contractors must register at the security office/control command center adjacent to the loading dock to gain admittance to the building. Please see [Exhibit F](#) for the Authorized Activity Form.

AFTER HOURS BUILDING ACCESS

The after-hours controlled pedestrian entry door to the building is located at 2nd and Molloy. This door has a card reader and intercom for after-hours use. These controlled doors are electrically locked after business hours and are monitored by the Courtesy Staff.

BUILDING ACCESS CARDS

Upon commencement of occupancy, Tenants are issued an initial complimentary set of building access cards determined by the number of employees currently employed or as outlined in your lease agreement.

Replacement cards may be purchased for \$5.00 each from the Management Office. To do so, the Designated Tenant Contact should submit a work order via Aware. A courtesy staff member will deliver such cards to the Designated Tenant Contact who will be asked to sign for receipt.

The Management office must be advised immediately of any employees who have left the company voluntarily or involuntarily so that their access cards are immediately de-activated.

Periodically, the Designated Tenant Contact may be asked to review a list of all individual access card holders within their company to confirm accuracy.

PLEASE NOTE THE FOLLOWING:

To maintain optimal access control within your suite, ensure that all entrances and exits to your suite are locked when you leave the building. If coworkers are working late, it is important that they re-secure these doors. Laptop computers, cellular phones and other easily transported equipment should be kept in a secured location. During regular business hours, entrance areas should never be left unattended. In addition, valuables should always be secured and kept away from public means of entrance or exit.

COURTESY STAFF ESCORT

During daytime or evening hours, you or your guests may call the lobby console to arrange an escort to your vehicle. Please call at least 10 minutes in advance.

LOST/FORGOTTEN KEYS

If an individual employee desires access to his/her suite but does not have his/her key and/or access card, the access control staff will grant access ONLY if authorized by the Tenant Representative of the company. The access control staff cannot make exceptions to this policy in an effort to maintain the highest level of access control within the building.

SOLICITING

Canvassing and soliciting are not allowed within the building. If you are approached by a solicitor of any kind, or if you observe an individual engaged in such activities, contact the Management Office immediately. A security officer will be dispatched to escort the individual from the property.

THEFT AND INSURANCE

Any suspected theft should be reported to the Management office. Security will be alerted, and an incident report will be filed. The Tenant must determine if local law enforcement authorities should be notified and do so if necessary. Be advised that the building's insurance policy does not cover the personal belongings of Tenants. As a result, Tenants are required by the terms of their lease to provide insurance covering property contained within their suite.

MOVING PROCEDURES/DELIVERIES

All Tenant moves, whether into or out of the building, must be coordinated with the Management office. Notification should be made as far in advance as possible and should include the proposed moving date as well as moving contractor. The moving contractor should contact the Management office to ensure the use of a designated freight elevator and to coordinate insurance certificate submission. The Management office should be advised in writing of any special requirements in connection with the move (see [Exhibit F](#)).

SCHEDULING/ACCESS

All Tenant moves must take place **after 4:00 p.m. on weekdays or anytime on weekends**. This policy is required to simplify access to the building for moving contractors and to minimize inconvenience to other Tenants. The exact date and time of any building move must be scheduled with the Management office at least two weeks in advance. It is advisable for the Tenant to discuss the anticipated move date with the Management office as early as possible to avoid conflicts with another tenant. No moving contractors will be allowed into the building or use of the loading dock and service elevators without prior written confirmation of loading dock reservation by the Management office.

LOADING/UNLOADING

All items must be moved via the loading dock and freight elevator.

PROPERTY PROTECTION

The moving contractor must make every effort to thoroughly protect all building fixtures and finishes with appropriate materials to safeguard them from damage. Service elevator lobbies, multi-tenant corridors, and common areas of the building must have floor, wall and door protection in every move with specific attention paid to corners of walls and door frames.

CLEAN-UP

The moving contractor is responsible for leaving the building and premises clean by removing all trash generated by the move. If additional cleaning services must be procured after the move, charges will be assessed directly to the responsible Tenant.

PROPERTY DAMAGE

Repair charges for any damages to the building, including but not limited to elevator areas, doors, corridors, or grounds which the Tenant, moving company or its employees or agents cause, will be the responsibility of the Tenant. The Management office will coordinate the required repairs and assess the charges directly to the responsible Tenant.

TENANT ACCESS

The Management office will not be responsible for opening doors for Tenant spaces or granting access to Tenant areas. All coordination with moving companies must be the responsibility of the Tenant.

LOADING DOCK CLEARANCES

Please note that the height restrictions to the loading dock are 13'6". Any and all trucks that are dispatched to the building must be able to fit beneath this height restriction to gain access to the loading dock. Any damage to the building from trucks that do not meet this height criterion will be the responsibility of the Tenant.

SWING ELEVATOR DIMENSIONS

Swing Elevator	Capacity	Depth	Width	Height
	4,000 lbs.	5'5"	7'5"	9'5"

DELIVERIES

Located from the Molloy Street side of the building, the loading dock is equipped with 1 deep bay and a lift to facilitate vehicles. Normal hours of operation are 7:00 a.m. to 6:00 p.m., Monday through Friday. Small deliveries are permissible during normal business hours. However, movement in or out of the building of furniture, office equipment or any other bulky material must be executed after 5:00 p.m. or prior to 8:00 a.m. on weekdays and any time on weekends. The loading dock clearance is 13'6".

DELIVERY PERSONNEL MUST ABIDE BY THE FOLLOWING RULES:

1. Bay area is available on a first come, first serve basis. Delivery vehicles must not occupy the bay for extended periods of time (over 15 minutes),
2. The swing elevator must be used for all deliveries made via the loading dock. Carts and hand-trucks are strictly prohibited in passenger elevators,
3. Mail bags and large package deliveries should be made via the loading dock entrance and swing elevator,
4. Delivery personnel must sign in at the loading dock entrance and present identification, and
5. Delivery vehicle engines must be turned off while parked at the loading dock.

INSURANCE REQUIREMENTS

The moving contractor must provide and deliver a Certificate of Insurance to the Management Office **at least 5 days prior to the move**. The moving contractor must, at its sole cost and expense, obtain, maintain and keep in full force and effect insurance as described below. The Management Office cannot allow access if the limits on the certificate do not meet the following criteria:

CERTIFICATE HOLDER:

SREIT 222 SECOND AVENUE LLC
C/O HINES INTEREST LIMITED PARTNERSHIP
222 SECOND AVE S., SUITE 1220
NASHVILLE, TN 37201

Insurance coverage minimums shall be as follows except where higher limits are specified by written contract:

(a) Workers Compensation insurance in kind and amount as prescribed by statute and Employers Liability insurance with a limit of not less per occurrence than \$500,000. (b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate applying to bodily injury and property damage. Such insurance shall include legal liability coverage for the dishonest acts of Contractor's employees. (c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. (d) Umbrella Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, for bodily injury and property damage

The following is to appear on the certificate or as an attachment:

“THE FOLLOWING ARE NAMED AS ADDITIONAL INSURED ON ALL LIABILITY POLICIES EXCEPT WORKERS COMP/EMPLOYERS’ LIABILITY: SREIT 222 SECOND AVENUE LLC (LANDLORD), STARWOOD REAL ESTATE INCOME TRUST, INC., STARWOOD CAPITAL GROUP HOLDINGS, L.P., AND ITS OR THEIR SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, LENDERS, AGENTS, EMPLOYEES AND ASSIGNEES, HINES INTERESTS LIMITED PARTNERSHIP, THEIR COLLECTIVE OFFICERS, AGENTS AND EMPLOYEES, C.B. RAGLAND COMPANY AND OTHER SUCH ENTITIES HEREAFTER AS MAY BE REASONABLY REQUESTED BY OWNER, REFERRED TO COLLECTIVELY AS ADDITIONAL INSURED. COVERAGE AFFORDED TO THE ADDITIONAL INSURED SHALL BE ON A PRIMARY BASIS AND NONCONTRIBUTORY WITH ANY INSURANCE, DEDUCTIBLES, OR SELF-INSURANCE MAINTAINED BY THE THEN LISTED ADDITIONAL INSURED. SUCH ADDITIONAL INSURED COVERAGE SHALL BE PROVIDED BY THE MOST CURRENT ENDORSEMENT CG 2010 AND CG 2037 OR THEIR EQUIVALENT

PARKING

The 222 Parking Garage is managed by Premier Parking and if there are any questions regarding setting up a monthly account or anything related to the Parking Garage, Premier Parking can be reached at 222parking@premierparking.com.

The parking garage consists of 1,100 parking stalls, of which 900 are dedicated to the office tower tenants and 200 are dedicated to the retail owner. Parking spaces are provided on the first ten (10) stories of the parking garage (levels P2-P11) and access to the building occurs via 1st & 2nd Avenue. Tenants and visitors can access the parking ramp from one of these two access points and proceed up into the garage. The parking garage maximum clearance is 7'-0".



OFFICE TENANT PARKING

Open tenant parking spaces are provided on levels P2-P11 on an unassigned basis and are currently available for a charge. There are also reserved and assigned parking spaces available for an additional rate. Please refer to your lease for monthly parking rates. Availability of the spaces is subject to the provisions contained within the tenant lease and the monthly fees are subject to change. The parking garage operator's offices are located on level 1 (adjacent to 2nd Avenue garage entrance) to service your contract needs.

There are electric vehicle charging stations available on level P5. These 208v stations can fully recharge an EV in less than 4 hours, are UL listed for your safety, are currently available for your EV charging purposes at designated rates and feature the now universal J-1772 connection plug for your EV. Please note that the parking spaces for these charging units are for EV charging purposes only; therefore, as a courtesy to others, please relocate your EV to an available space upon refueling.

VISITOR PARKING (FOR OFFICE TENANT GUESTS)

Visitor parking spaces for office tenant guests are conveniently designated and located on levels P2. Visitors will receive a parking ticket at entry and will present ticket to exit on Level 1. Tenants who wish to validate their visitor's parking tickets may contact the Parking Manager to obtain validation materials.

Visitor parking rates during business hours are subject to change. They are located on the kiosks and each garage entrance or can be obtained from Premier Parking.

Retail and restaurant parking are in designated areas on the East side of the garage on levels P2-P5. **Office tenants and their guests are not allowed to park in these areas as any unauthorized parking will be subject to a fine and/or towing.**

PARKING POLICIES

TOW AWAY

Illegally parked vehicles may be booted or towed to an off-site facility at the vehicle owner's expense. All parking is enforced 24/7 according to the time frames designated on each sign, if there is no timeframe listed that spot designation is enforced 24/7. Enforcement includes ticketing and towing of the vehicle in violation at the vehicle owner's expense. Please refer to signs at the garage entrances for the phone number to call if your vehicle is booted/towed.

VEHICLES LEFT ON PREMISES OVERNIGHT

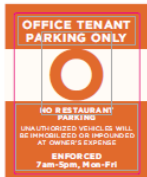
If your vehicle is to remain on the premises overnight, please notify the Management Office in advance to relate the duration of your vehicle's stay and emergency contact information.

VEHICLE REGISTRATION

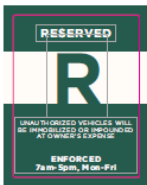
All pertinent vehicle and owner contact information is recorded at the time of issuance of reserved or unreserved parking contracts. As a courtesy, only, this will allow us to attempt to advise you of any observed incidents involving your vehicle while it is parked in the garage (lights left on, vehicle struck by another car, etc.). The information we require for registration is included on the request form for parking access cards.

MONTHLY PARKING

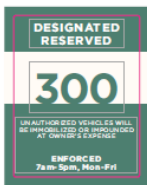
Floors P2-P5 are split between tenant parking on the 2nd Ave side and Retail parking on the 1st Ave side. As a monthly tenant parker, you are not to park in any retail spot, these are marked with the Blue R for restaurant and the Black V for retail visitor.



UNRESERVED- parking is allowed for Office Tenant spots marked with an Orange O, or any spot that is unmarked.



GENERAL RESERVED- parking is allowed any spot marked with a Dark Green R, or any unmarked spot.



DESIGNATED RESERVED- assigned spot will be marked with either a Red or Green spot with associated spot number on it.

Monthly parkers are also not to park in any Office Visitor or Oversized Service Vehicle spots.



SPEED LIMIT

A 5-mph speed limit must always be observed in the parking garage.

MISCELLANEOUS

MAIL SERVICE

The mail room is located on Level 1 adjacent to the loading dock. Each tenant has a mailbox in the mail center. For mailbox assignment and keys, please contact the Management office. There is a UPS & FedEx drop box in the mail room for your convenience.

INCOMING / OUTGOING MAIL (TIMES ARE CURRENTLY DESIGNATED AS APPROXIMATES)

Mail is distributed to mailboxes daily, approximately between the times of 1:00pm and 4:00pm. The actual time may vary from day to day depending on the volume of mail. Large packages will, in most cases, be hand delivered to your office by the mail center's U.S. Post Office employee.

PACKAGE DELIVERY

To safeguard all building occupants from potential security threats, proper handling and distribution processes have been established. Accordingly, staff members, including security officers, are prohibited from accepting/signing for delivery of a package on behalf of a tenant.

Should an attempt be made to deliver a package to a tenant after building hours or on weekends/holidays, the following procedure will be in effect:

- The security officer on duty will call the tenant's office. Provided an employee answers and is willing to accept the package, security will escort the delivery person to the tenant's suite. The tenant recipient must sign for the package personally.

- In the event no one is available to answer security's call/sign for the package, the delivery will not be accepted. The delivery person will be instructed to return during standard business hours.



BILLING

Rent is due and payable on the first day of each month. Your lease is your effective rental remittance invoice. In addition, each Tenant will receive an annual rent letter in December or January of each year which reflects the monthly net rental amount plus monthly operating expense estimates for the following year. Subject to your specific lease terms, you will receive in March or April an operating expense reconciliation reflecting the previous years estimated expenses as compared to the actual building operating expenses incurred by the Landlord. This reconciliation will state either a credit owed to, or an amount owed by, the Tenant for the previous year's operating expenses.

Charges for special services (e.g. keys, extra HVAC) will appear on a separate invoice to be billed periodically by the Landlord. All checks should be made payable to SREIT 222 Second Avenue LLC and remitted to the following address:

SREIT 222 Second Avenue LLC

P.O. Box 412747

Boston, MA 02241-2747

The remittance address above is a lock box at our banking institution. Payments sent to any other address or directly to the Management office will delay credit to your account.

CERTIFICATES OF INSURANCE

222 leases include a provision requiring Tenants to maintain specified limits of insurance. Tenants are required to submit evidence of coverage in the form of a Certificate of Insurance. Updated certificates must be submitted upon expiration or change in policy.

SMOKING POLICY

In compliance with the local Indoor Air ordinance, smoking and vaping is prohibited in the public areas of the building including the lobbies, elevators, hallways, restrooms, stairwells, parking garage, & Terrace. Additionally, smoking is not permitted in the area immediately outside of the building entrances. Any individual violating this policy will be asked to refrain from this activity and may be fined up to \$500. The building's designated smoking area is in the Ascend Amphitheatre.

TENANT SPECIAL EVENT GUIDELINES

If you are planning a function (e.g. party, open house, reception) in your suite, please notify the Management office at least forty-eight (48) hours in advance. An Authorized Activity Form (see [Exhibit F](#)) must be submitted for each event indicating approved visitors and contractors, overtime HVAC and additional cleaning requirements, as well as any security or parking needs.

LOST & FOUND

If you believe that you have lost or misplaced an item on the property, please notify a security officer. Building security maintains a Lost and Found with the Management office and building staff will be alerted to watch for your item. Any items found on the property should be turned in to a security officer or you may deliver it to the Management office for safekeeping.

FLOOR LOAD

Local code requirements call for design live floor loads to be 50 pounds per square foot or less at 222. Should equipment exceed this rating, it must be approved by the Management office. In most cases, the certification services of a structural engineering firm will be required and performed at the Tenant's expense.

SIGNS

The building maintains a sign standard that must be observed by all occupants. Accordingly, all signs, advertisements, and notices may not be displayed in any building common area by any Tenant except for approved tenant suite plaques and signs approved in writing by the Management office. To maintain uniformity in color, size and style of the building signs, any approved sign must be ordered through the Management office.

1. **Access to Office Project.** Outside of Office Building Operating Hours access to the Office Project or any part thereof, such as but not limited to the halls, corridors, elevators, stairways, loading and parking areas in the Office Project and the Premises, may be restricted and access shall be gained only by exhibiting an appropriate security pass or by otherwise complying with the established Office Project security regulations. Landlord may from time to time establish access controls and regulations for the purpose of regulating access to the Office Project. Tenant shall abide by all such access controls and regulations so established.
2. **Protecting Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all utilities, lights and machines in the Premises. Tenant shall be responsible for protecting the Premises and all property and persons in the Premises from theft, robbery, pilferage, personal assault and other crimes and keeping the Premises secure.
3. **Office Building Directories.** Landlord may provide a building directory or directories displaying the names and locations of tenants of the Office Building. If Landlord provides directory, Landlord will include in such directory or directories, at Tenant's expense, Tenant's name and location within the Office Building. Any additional names requested by Tenant to be displayed in the directory or directories must be approved by Landlord in writing, and, if so approved, will be provided at the sole expense of the Tenant.
4. **Movement of Property.** Furniture, freight and other large or heavy articles may be brought into the Office Project only at times and in the manner (including use of freight elevators and the loading area) designated by Landlord. All damage done to the Office Project by moving or maintaining such furniture, freight or articles shall be repaired at the expense of Tenant. If requested by Landlord, all furniture, equipment, cartons and similar articles desired by Tenant to be removed from the Premises or the Office Project shall first be listed in writing by Tenant with Landlord and Tenant shall first obtain a removal permit therefor. Movements of any of Tenant's property, whether of a large or heavy nature or otherwise, into or out of the Office Project or the Premises or within the Office Project, shall be entirely at the risk and responsibility of Tenant.
5. **Signs.** Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Office Project, or on any part of the outside of the Premises, or any part of the inside of the Premises which can be seen from the outside of the Premises, without the prior written consent of Landlord, and then only such name or names or content and in such color, size, style, character, material and manner of affixing as may be first approved by Landlord in writing. Landlord reserves the right to remove at Tenant's expense all sign matter which requires Landlord's consent or approval, and which has not been consented to or approved by Landlord.
6. **Advertising.** Tenant shall not in any manner use the name of the Office Project for any purpose or use any picture or likeness of the Office Project in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material without Landlord's prior written consent.
7. **Unsuitability and Overloading.** Tenant shall not place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the outside of the exterior walls of the Premises or the Office Building. Blinds, shades, awnings or other forms of outside window ventilators or similar devices shall not be placed in or about the outside windows in the Premises. No blinds, shades,

draperies or other forms of inside window covering other than those provided or designated by Landlord may be installed in the Premises. Tenant shall not overload any floor or part thereof in the Premises in excess of the live load therefor, and Tenant shall not overload any facility, corridor, elevator or other area of the Office Project in excess of the live load therefor while bringing in or removing any large or heavy articles or otherwise. Landlord may direct and control the location of safes and all other heavy articles and, if considered necessary by Landlord, require supplementary supports at the expense of Tenant of such materials and dimensions as Landlord may deem necessary to properly distribute the weight.

8. **Obstruction of Common Areas.** Tenant shall not take or permit to be taken in or out of public entrances of the Office Project, or take or permit on passenger elevators, any item normally or required by Landlord to be taken in or out through service doors or in or on freight elevators; and Tenant shall not, whether temporarily, accidentally or otherwise, allow anything to remain in, place or store anything, in, or obstruct in any way, any common area of the Office Project, including without limitation any sidewalk, court, passageway, entrance, exit, loading area, shipping area, hall, corridor, elevator, stairway or parking area. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean condition, and move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all such items and waste (other than waste customarily removed by Office Project employees) that are at any time being taken from the Premises directly to the areas designated for disposal. All courts, passageways, entrances, exits, loading areas, shipping areas, elevators, stairways, corridors, halls, roofs and other areas designated by Landlord from time to time are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety or security of the Office Project, its occupants or others. Neither Tenant nor any employee, agent, licensee, invitee or contractor of Tenant shall enter into areas reserved for the exclusive use of another tenant or of Landlord, any of Landlord's beneficiaries, the managing agent of the Project or any of their respective agents, employees, licensees or invitees.
9. **Communication or Utility Connections.** If Tenant desires signal, communication, alarm or other utility or similar service connections installed or changed, Tenant shall not install or change the same without the prior written approval of Landlord, and then only under direction of Landlord and at Tenant's expense. Tenant shall not install in the Premises any equipment which requires a substantial amount of electrical current, including without limitation computer or data processing equipment, without the advance written consent of Landlord, and Tenant shall ascertain from Landlord the maximum amount of load or demand for use of electrical current which can safely be permitted in the Premises, taking into account the capacity of the electric wiring, the Office Project and Premises and the needs of other tenants of the Office Project, and shall not in any event connect a greater load than such safe capacity.
10. **Management Office.** Service requirements of Tenant will be attended to only upon application at the management office for the Office Project. Employees of Landlord, any beneficiaries of Landlord or the managing agent of the Project shall not perform any work or do anything outside of their duties unless under special instructions from Landlord.
11. **Outside Services.** Tenant shall not obtain for use upon the Premises ice, drinking water, towel or other similar services on the Premises, except from persons authorized by Landlord and at the hours and under regulations fixed by Landlord.
12. **Rest Rooms.** The rest rooms, urinals, wash bowls and the other bathroom apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees, agents, licensees, invitees or contractors, shall have caused it.

13. **Intoxication.** Landlord reserves the right to exclude or expel from the Office Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or other drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Office Project.
14. **Videography & Photography** Professional videography and photography is not permitted in any of the building common areas without the prior written consent of Landlord. These areas include, but are not limited to, Terrace, 12th Floor Common Area, Building Conference Room, Fitness Center, common corridors, multi-tenant floor bathrooms, main lobby and parking garage.
15. **Vending Machines.** No vending machines of any description shall be installed, maintained or operated in the Premises or the Office Project without the prior written consent of Landlord.
16. **Nuisances and Certain Other Prohibited Uses.** Tenant shall not (i) conduct itself or permit its employees, agents, licensees, invitees or contractors to conduct themselves in a manner inconsistent with the comfort or convenience of other tenants or the first-class character of the Office Project; (ii) except as hereinafter provided in this Paragraph, install or operate any internal combustion engine, boiler, machinery, refrigerating, heating or air-conditioning apparatus or space heater in or about the Premises;

(iii) carry on any business in or about the Premises or the Office Project or sell any article, thing or service except those ordinarily embraced within the permitted use of the Premises specified in Section 1.03; (iv) use the Premises for housing, lodging or sleeping purposes; (v) except as hereinafter provided in this Paragraph 15, permit preparation or warming of food in the Premises; (vi) place any radio or television antenna on the roof or on or in any part of the inside or outside of the Office Project other than the inside of the Premises; (vii) operate or permit to be operated any radio, television, video cassette recorder, record or compact disk-player, stereo, tape player, musical instrument or other sound producing instrument, device or equipment inside or outside the Premises which may be heard outside the Premises; use any illumination or power for the operation of any equipment or device other than electricity; operate any electrical or other device from which may emanate electrical or other waves which may interfere with or impair radio or television broadcasting or reception to, from or in the Office Project or elsewhere or telephone transmission to, from or in the Office Project or elsewhere; (x) bring or permit to be in the Office Building any bicycle or other vehicle, or dog (except in the company of a blind, deaf or disabled person) or other animal or bird; (xi) make or permit any objectionable noise or odor (including, without limitation, cigarette, cigar and pipe smoke or odor) to emanate from the Premises; (xii) disturb, solicit or canvass any occupant of the Office Project; (xiii) do anything in or about the Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the Office Project; or (xiv) throw or drop or permit to be thrown or dropped any article from any window or other opening .

17. **Room-to-Room Canvass.** Tenant shall not make any room-to-room canvass to solicit business from other tenants or occupants of the Office Project or for any other purpose and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Premises unless ordinarily embraced within the permitted use of the Premises.
18. **Waste.** Tenant shall not waste electricity, water, heat or air-cooling and agrees to cooperate fully with Landlord to assure the most effective and energy efficient operation of the Office Project and shall not allow the adjustment (except by Landlord's authorized building personnel) of any electricity, water, heat, air cooling or ventilation controls. Tenant shall keep corridor doors closed and shall not open any windows, except that if the air circulation shall not be in operation, windows which are openable may be opened with Landlord's prior written consent. Tenant shall lower and adjust any venetian blinds, shades or draperies on the windows in the Premises if such lowering and adjustment reduces the sunlight and additional heat load created thereby in the Premises.
19. **Keys and Additional Locks.** Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanisms thereof, or make or permit to be made any keys or other entry devices for any door other than those provided by Landlord. If more than two keys or other entry devices for one lock are desired, Landlord will provide them to Tenant upon payment therefor by Tenant. Upon termination of this Lease or of Tenant's possession, Tenant shall surrender all keys and other entry devices to the Premises and all keys and other entry devices for offices, rooms or toilet rooms which have been furnished to Tenant or which Tenant shall have made.
20. **No Smoking.** Tenant shall not permit any Tenant Party to smoke (including the use of any form of tobacco, marijuana, cannabis-based products, e cigarette, electronic cigarette, personal vaporizer or electronic nicotine delivery system) in the Premises or anywhere else on the Project or within a 25 feet zone around the Office Building entrances, except in any Landlord-designated smoking area outside the Office Building. Tenant shall cooperate with Landlord in enforcing this prohibition and use its best efforts in supervising each Tenant Party in this regard. Tenant shall comply with any applicable smoking ordinances passed from time to time by any governmental agency having jurisdiction over the Office Project.
21. **Weapons, Drugs, Alcoholic Beverages.** Tenant will not permit any Tenant Party to bring onto the Project any handgun, firearm or other weapons of any kind, except to the limited extent Landlord is obligated to permit the same under applicable Legal Requirements. Further, Tenant will not permit any Tenant Party to bring onto the Project any marijuana, cannabis-based products, illegal drugs or, unless expressly permitted by Landlord in writing, alcoholic beverages.

Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed

Exhibit B: Building Fire Safety Features

COMPONENTS OF THE BUILDING LIFE SAFETY SYSTEM

The heart of the Building's life safety system is *The Fire Command Center*. Equipment housed here monitors all smoke detectors, sprinkler water flow & tamper switches, and the status of the emergency generator, elevators, and fire pump. The public-address system used to communicate to all or to selected floors in initiating evacuations is located in this room.

Photo-electronic Smoke Detectors are strategically located throughout the Building common areas and mechanical rooms. They can be identified by a green, blinking light.

In an alarm situation, fire alarm *horns and strobes* are located so that they can be heard or seen in any area of the Building. When an alarm on a floor is activated, the floor above and the floor below will also go into alarm.

The Building is equipped with a "wet pipe" *Sprinkler System* which indicates the presence of water in the system at all times. *Sprinkler heads*, located throughout the building, contain an element that bursts in the presence of heat in excess of 160 degrees Fahrenheit, thereby releasing water. Sprinkler system isolation valves, located in the stairwells, may only be operated by Management staff or the fire department.

There are Fire Alarm Pull Stations located at the building's main lobby desk, at the security command center in the loading dock and on each floor in the vicinity of the stairwell. When pulled, these stations will activate the fire alarm system

Illuminated Exit Signs directing individuals to the nearest emergency exit are located throughout the Tenant suites and common areas of the Building.

The *Emergency Stairwells* servicing all floors of the Building should be used in lieu of elevators during an emergency evacuation. In an Alarm situation, stairwell pressurization fans will be activated to prevent smoke from entering the stairwells. Fire hose connections are available in the stairwells for the fire department.

The Building is equipped with an *Emergency Generator* that will provide power for critical operating equipment including fire pumps, the emergency elevator and limited emergency lighting for at least 4 hours. A short delay will occur during the transfer of power.

During an emergency, the freight elevators are used for *Emergency Firefighter Service* and the evacuation of individuals requiring special assistance only. Building occupants must use the stairwells to exit the building.

FIRE RESISTANT MATERIALS IN THE BUILDING INCLUDE:

- Concrete floors & structural columns,
- Glass & metal exterior walls,
- Flame retardant gypsum board with metal studs for interior partitions,
- Building standard carpet meets all NFPA and County Code standards,
- Typical drop ceilings constructed with fire-resistant mineral fiber suspended on metal supports and grids,
- Stairwells with a two-hour fire rating, and
- Separately housed Building mechanical and electrical areas.

Note: While significant safety steps have been employed in the construction of 222, it is equally important that Tenants exercise care by not installing hazardous materials in the building. Hazardous equipment such as unapproved space heaters and oscillating fans are prohibited.

FIRE EXTINGUISHERS

Two multi-purpose “ABC” Fire Extinguishers (see below) are wall-mounted in the corridors on each floor. Tenants should become familiar with their exact location and proper use. These chemical- based extinguishers can cause damage to electronic equipment; however, water extinguishers must not be used if an electrical current is present.



Class “A” fires are those involving ordinary combustibles such as paper, wood, & cloth, Class “B” fires are those involving flammable liquids

Class “C” fires are those involving energized electrical equipment Class “D” fires are those involving combustible metals

Note: Use a fire extinguisher if a fire is small enough to be controlled; however, do not attempt to control a fire if it is a threat to your safety.

EVACUATION DRILLS

Periodic evacuation drills will be held by the Management Staff in conjunction with the local fire department. All occupants should participate in the drill. The purpose of fire drills is to ensure the efficient and safe use of the Building’s egresses. Properly conducted drills ensure orderly exit under control and prevent the panic that has contributed to loss of life in the major fire disasters of history. While speed in emptying buildings is desirable, order and control are the primary objectives during the drill. The 222 Safety Manual will be handed out at the annual Fire Warden Meetings held prior to the Evacuation Drills and can be attained from the Property Management Office at any time.

SEVERE WEATHER

The US Weather Service reports the movement of severe weather that may present a threat to the metropolitan area. In general, there are two (2) types of unusual weather conditions which may occur in our area: **Severe Thunderstorms & Tornadoes**. The greatest danger in these situations will be flying glass and objects; therefore, Tenants are encouraged to locate safe refuge areas offering the least amount of exposure to exterior window glass. The following guidelines should be used in the event of such an occurrence.

POWER FAILURE

In the event the building sustains a power failure and as mentioned previously, the Building is equipped with an Emergency Generator which will provide power for critical operating equipment. A 5-second delay may occur during the transfer of power. The Management staff will immediately check the status of all elevators to determine the presence of entrapments. The Management staff will contact the electric utility provider to report the outage. The exact duration of the power outage may not be known to the Management staff as power lines may have been severed, requiring the attention of the electric utility provider. If direction from the electric utility company indicates that power will not be restored in a reasonable period of time, this will be communicated via the public address system and a building evacuation will be in order. If such a decision is made, please refer to the evacuation procedures in the "Evacuations" section of the 222 Safety Manual.

ELEVATOR FAILURES

If you are in an elevator which stops between floors or if the doors will not open, do not attempt to exit. Push the emergency call buttons for assistance. Under no circumstances should you attempt to exit a car except through entrance doors which have leveled at floor level. Do not climb out and attempt to jump to a floor below should the doors open between floors. If you observe an elevator malfunctioning, call the Management staff immediately. The elevators are equipped with numerous safety devices that prohibit them from falling under emergency conditions.

MEDICAL EMERGENCIES

Time is extremely important in the case of a medical emergency. We recommend that all tenants keep a first aid kit unlocked and fully stocked in their suite. It is the tenant's responsibility to also make sure that employees are aware of its location. The Management Office requests that tenants provide a list of any office personnel who are trained in CPR. This reference is extremely valuable and will be used by the Management Office to locate trained individuals to assist in an emergency.

Exhibit C: Fire Prevention/Preparation

FIRE PREVENTION TIPS

1. Handle cigarettes and cigars responsibly. Make sure they are fully extinguished before disposal.
2. Unplug electrical appliances such as coffee pots when not in use and at the close of business each day.
3. Turn off power to office equipment such as computers and calculators at the close of business each day.
4. Adhesives, cleaning fluids, and any other possible flammable liquids must be stored properly.
5. Eliminate extension cords where possible.
6. Adequately meet any ventilation requirements of specialized office equipment.
7. Where applicable, keep electrical closets within your suite locked.
8. Do not use space heaters or other portable electrical heating and cooling devices.

CRIME PREVENTION MESSAGE:

Preventative measures against office thefts, burglaries after-hours and crimes against persons can best be achieved through the individual efforts of each occupant of the Building. To minimize incidents, it is important that you establish and routinely monitor intra-company policies as they pertain to loss prevention. We request that these policies be circulated among all employees and that everyone is made of aware of the importance of helping to ensure a safe and secure work environment. Please make sure that your co-workers are aware that the Management staff does not provide access control services to any individual Tenant suite. Rather, contracts for access control services are on behalf of the building owner and are for the protection of their interests in common areas only. It is up to individual companies to discuss with their employees' simple guidelines, such as securing laptops at all times and keeping suite entrances attended. The Management staff is available to assist you in providing this training.

DISASTER PREPARATION SUPPLIES:

Tenants should maintain the following inventory of emergency equipment at a minimum:

- Flashlights,
- Fresh batteries,
- First aid kits to treat minor injuries,
- Portable radios, and
- Portable drinking water sources.

Exhibit D: Fitness Center Rules & Regulations

222 Fitness Center Rules and Regulations

1. Use of Fitness Center Facilities is limited to tenants of 222. No guests allowed.
2. You may not use the Fitness Center unless you have read, understood, and signed the Waiver and Release.
3. The hours of the Fitness Center are: Monday- Friday 5:00AM – 9:00PM, Saturdays- 7:00am-2:00pm
Sunday - Closed
4. The fee for the Fitness Center is \$25 per month. You will either be billed back through your company or will pay through our online portal.
5. Do not bring food or drinks into the Fitness Center (other than water bottle)
6. Wear shirts, appropriate shorts or pants, and athletic shoes while in the Fitness Center.
7. Wipe down stations and equipment when finished.
8. Observe a 20-minute maximum on machines when others are waiting.
9. Return all weights to rack when finished.
10. Please do not enter the Fitness Facilities with oil or grease on your shoes.
10. IMPORTANT: Do not use equipment unless you fully understand written instructions and proper use.
11. Secure items and bags in locker while using Fitness Center. Items left overnight may be removed by property management. Neither Landlord nor property management will be responsible for any personal property left within the Fitness Facilities, including items stored in lockers.
12. Report any injuries or problems immediately to building management.
13. Offensive behavior of any kind will NOT be tolerated in the Fitness Facilities. You will be removed from the Fitness Facilities for any such behavior and multiple instances of offence behavior may result in permanent loss of use of the Fitness Facilities. Any behavior you feel as inappropriate should be reported to building management immediately.
14. Please use towel thoughtfully and with little waste. Return towels to the appropriate bins after use. Do not remove them from the Fitness Facilities.

DISCLAIMER AND NOTICE OF RESPONSIBILITY

WHILE HINES EMPLOYEES ARE COMMITTED TO IMPLEMENTING HEALTH AND SAFETY PRACTICES FOR YOUR WELFARE, IT IS IMPOSSIBLE TO ELIMINATE THE RISK OF EXPOSURE TO COVID-19. HINES DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE HEALTH OR SAFETY OF THE FITNESS TEAM AS IT RELATES TO COVID-19. BY CONTINUING TO USE THE FITNESS CENTER AT WILLIAMS TOWER, EACH OF YOU ACKNOWLEDGES AND AGREES THAT (I) THERE ARE INHERENT RISKS ASSOCIATED WITH EXERCISING AT A PUBLIC FACILITY (E.G., POSSIBLE EXPOSURE TO COVID-19); (II) YOU ARE SOLELY RESPONSIBLE FOR PROTECTING YOURSELF AND YOUR GUESTS FROM; AND (III) YOU ARE SOLELY RESPONSIBLE FOR TAKING ALL STEPS THAT YOU, IN YOUR SOLE DISCRETION, DEEM NECESSARY TO PROTECT YOURSELF AND YOUR GUESTS FROM POSSIBLE EXPOSURE TO COVID-19

The Fitness Facilities are for the enjoyment of all 222 tenants and their employees. Please assist us in maintaining the facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to Property Management.

Exhibit E: Fitness Center Waiver

Waiver and Release of Claims Arising Out of the Use of the 222 Fitness Center Facilities

Waiver and Release of Claims Arising Out of the Use of the 222 Fitness Center Facilities

I, hereby request permission to use the Fitness Center, located on level twelve of 222 Second Avenue South, Nashville, TN, together with any and all equipment, and other facilities located therein (the "Fitness Facilities"). I understand and acknowledge that the Fitness Facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by SREIT 222 Second Avenue LLC C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative to use the facilities, and who read and sign this WAIVER AND RELEASE. I understand that the Fitness Facilities shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Facilities are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities and with the use of the pool, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me.

I further understand and acknowledge that novel coronavirus ("COVID 19") infections have been confirmed throughout the United States, including in the State where the Fitness Facilities are located. I acknowledge that the Centers for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID 19 through use of the Fitness Facilities. I certify that I will not enter the Fitness Facilities if I have tested positive for COVID 19 within the last thirty (30) days or been exposed to someone that has tested positive for COVID 19 or is believed to have contracted COVID 19 within the last thirty (30) days, nor will I enter the Fitness Facilities if I have any of one of the following known symptoms of COVID 19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

I hereby assume all of the risks of using the Fitness Facilities and the equipment therein, including the risks of covid 19 exposure. I further acknowledge and agree that, in consideration for being permitted to use the Fitness Facilities, I shall be entirely responsible for, and I hereby waive and release any and all CLAIMS I have or may have in the future against Landlord, and its successors, assigns, affiliates, directors, officers, employees, partners, members, owners, managers, tenants, or contractors (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees, damages, or liabilities whatsoever of any nature, including property damage, loss or theft, bodily injury or death related to covid 19 or otherwise, arising out of (i) my use of the Fitness Facilities, (ii) the negligence or other acts of the Landlord Parties, whether directly connected to my use of the Fitness Facilities or not, and however caused, or (iii) the condition of the Fitness Facilities. Further, I agree to indemnify, hold harmless, and promise not to sue, the Landlord parties from and against all claims, causes of action, judgments, liabilities, costs or expenses, including ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY use of the fitness facilities, EVEN IF SUCH ABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A landlord party.

I also agree that my use of the Fitness Facilities shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and I agree to follow CDC guidelines for minimizing the risk of COVID 19 spread, including maintaining appropriate physical distance from other persons, hand washing, cleaning and disinfecting, and following local ordinances regarding the use of gyms or other public spaces. I further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities. I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the Fitness Facilities. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signature:

Print Name:

Company:

Date:

E-Mail:

Sex:

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222

Authorized Activity Form

Please submit form atleast 24 hours before scheduled work.

Tenant_____ Contact Name & Phone_____

Vendor / Contractor_____
Scheduled Date_____ Start Time_____

Type of Work (please circle one)

Electrical Internet/phone IT
 Plumbing Mechanical
Office Equipment Workorder Delivery Other

Description of Work (any areas other than tenant suite access is needed)_____

Notes for Security or Hines_____

(Internal) Recieved by / date: _____