

Brookfield

Memo

To: All 77 K Street Tower Tenants

CC:

From: Management Office

Re: Building Rules and Regulations

Date/Time: May 8, 2012

All 77 K Street Tower Tenants,

Attached are the complete building rules and regulations. Below are a few that we would like to highlight:

Office Equipment

Tenant shall place all office equipment and any other device of any electrical or mechanical nature in the demised premises in settings approved by Landlord, so as to absorb or prevent any vibration, noise or annoyance. Unauthorized and uninspected installation and operation of coffee makers, heating plates, microwave ovens, refrigerators, and similar items must be avoided.

Electric Heaters/Fans

Electric space heaters and/or fans present a serious fire hazard and are strictly prohibited.

Tenant Ceiling/Walls/Floors

Tenant shall not mark, paint, drill, cut, string wires, within or in any way deface any part of the building (including window mullions) without the prior written consent of the landlord and as landlord may direct. Tenant shall not hang any items or objects from the ceiling. Items and/or objects hanging from the ceiling can damage the ceiling tiles and ceiling grid. Upon removal of any wall decoration, floor coverings or ceiling objects, any damages to the walls, floors or ceiling shall be repaired by tenant at tenant's expense.

If you have any questions, please contact the management office at 202-467-7950. Thank you for your attention to this matter.

Brookfield

Brookfield Office Properties

Building Rules and Regulations

77 K Street, NE

May 2012

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Building Rules and Regulations

OVERVIEW

The following rules and regulations have been formulated for the safety and well-being of all the tenants of the building. Adherence to these rules and regulations by each and every tenant contributes to safe occupancy and quite enjoyment for the building.

Landlord may, upon request by any tenant, waive compliance by such tenant of any of the following rules and regulations, provided that (a) no waiver shall be effected unless signed by Landlord or Landlord's authorized agent, (b) no such waiver shall relieve any tenant from the obligation to comply with such rule or regulation in the future, unless expressly consented to by Landlord, and (c) no such waiver granted to any tenant shall relieve and other tenant from the obligation of complying with said rule or regulation unless such other tenant has received a similar waiver in writing from Landlord.

1. The sidewalks, entrances, passages, courtyards, elevators, vestibules, stairways, corridors, halls and other parts for the building not occupied by any tenant (hereinafter "Common Areas") shall not be obstructed or encumbered by and tenant or used for any purposes other than ingress and egress to and from the tenant's premises. No tenant shall permit the visit to its premises of persons in such number or under such conditions as to interfere with the use and enjoyment of the Common Areas by other tenants.
2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of a tenant's premises, without the prior written consent of Landlord. No such awnings, projections, curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to Landlord and shall be attached in a manner approved by Landlord.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside or inside of the tenant's premises or in the Building without the prior written consent of Landlord. In the event of any violating of the foregoing by any tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to the tenant responsible for violation this rule. All interior signs on the doors and directory tablet of the Building shall be inscribed, painted or affixed by Landlord at the expense of each tenant, and shall be of a size, color, and style acceptable to Landlord.
4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the building, nor placed in the Common Areas without the prior written consent of Landlord.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweeping, rubbish, rags or other substances shall be thrown therein. No tenant shall throw anything out of the doors or windows or down any corridors or stairs.
6. Tenant shall not mark, paint, drill, cut, string wires, within or in any way deface any part of the building (including window mullions) without the prior written consent of the landlord and as landlord may direct. Tenant shall not hang any items or objects from the ceiling. Items and/or objects hanging from the ceiling can damage the ceiling tiles and ceiling grid. Upon removal of any

wall decoration, floor coverings or ceiling objects, any damages to the walls, floors or ceiling shall be repaired by tenant at tenant's expense.

7. No tenant shall construct, maintain, use or operate within or in the outside of the Building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system. Upon written approval by Landlord, a tenant may install Muzak or other internal music system within the tenant's premises if the music system cannot be heard outside of the premises.
8. No tenant shall make or permit to be made any disturbing noises or disturb or interfere with the occupants of the Building or neighboring buildings or premises of those having business with them. Whether by the use of any musical instrument, radio, tape recorder, whistling, singing or any other way.
9. No bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept in or about a tenant's premises or in the building.
10. No cooking shall be done or permitted by any tenant on its premises, except that, with Landlord's prior written approval (including approval of plans and specifications therefor), a tenant may install and operate for convenience of its employees a lounge or coffee room with a microwave, sink and refrigeration; provided that in so doing the tenant shall comply with all applicable building code requirements and any insurance or other requirements specified by Landlord. No tenant shall cause or permit any unusual or objectionable odors to originate from its premises. Tenant shall place all office equipment and any other device of any electrical or mechanical nature in the demised premises in settings approved by Landlord, so as to absorb or prevent any vibration, noise or annoyance. Unauthorized and uninspected installation and operation of coffee makers, heating plates, microwave ovens, refrigerators, and similar items must be avoided. Electric space heaters and/or fans present a serious fire hazard and are strictly prohibited.
11. No space in or about the Building shall be used for the manufacture, storage, sale or auction of merchandise goods or property of any kind.
12. No tenant shall buy or keep in the Building or its premises any inflammable, combustible or explosive fluid, chemical or substance.
13. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of any tenant, nor shall any changes be made in existing locks or the mechanisms thereof. The door leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress and egress. Each tenant shall, upon the termination of its tenancy, return to Landlord all keys used in connection with its premises, including any keys to the premises, to rooms and offices within the premises, to storage rooms, and closets, to cabinets and other built-in furniture, and to toilet rooms, whether or not such keys were furnished by landlord or procured by the tenant, and in event of the loss of such keys, such tenants shall pay to Landlord the cost of replacing the locks. On termination of a tenant's lease, the tenant shall disclose to landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the premises.
14. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description, must take place in such manner and during such hours as Landlord may require. Landlord reserves the right (but shall not have the obligation) to inspect all freight brought into the

Brookfield

Building Rules and Regulations

Building and to exclude from the Building all freight which violates any of these ruled and regulations or any provision of any tenant's lease.

15. Any person employed by any tenant to do janitorial work within the tenant's premises must obtain Landlord's approval prior to commencing such work. Such person shall comply with all instructions issued by the superintendent of the Building while in the Building. No tenant shall engage or pay any employees on the tenant's premises or in the Building, except those actually working for such tenant on said premises.
16. No tenant shall purchase spring water, ice, coffee, soft drinks, towels, or other like merchandise of service form any company or person who has, in Landlord's opinion committed violations or Building regulations or caused a hazard or nuisance to the Building and/or its occupants.
17. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of desirability of the Building as a building of office and, upon written notice from Landlord, such tenant shall refrain form and discontinue such advertising.
18. Subject to the terms of the Lease, (i) Landlord reserves the right to exclude from the building at all times any person who is not known or does not properly identify himself to the Building's management or its agents, (ii) Landlord my at its option require all persons admitted to or leaving the building to register between the hours of 6p.m. and 8 a.m., Monday through Friday, and all times on Saturdays, Sundays and holidays, and (iii) Each tenant shall be responsible for all person whom it authorized entry into the Building, and shall be liable to Landlord for all acts of such persons.
19. Each Tenant shall see that all lights are turned off before closing and leaving its premises at anytime.
20. The requirements of tenants will be attended to only upon application of the office of the Building. Building employees have been instructed not to perform any work or do anything outside of their regular duties, except with special instructions from the management of the Building.
21. Canvassing, soliciting and peddling in the Building is prohibited, and each tenant shall cooperate to prevent the same.
22. No water cooler, plumbing or electrical fixture shall be installed by tenant without Landlord's prior written consent.
23. No hand trucks, except those equipped with rubber tires and side guards, shall be used to deliver or receive any merchandise in any space or in the Common Areas of the building, either by tenant or its agents or contractors.
24. Access plates to under floor conduits shall be left exposed. Where carpeted is installed, carpet shall be cut around the access plates.
25. Mats, trash and other objects shall not be placed in the public corridors.
26. At least once a year, each tenant at its own expense shall clean all drapes installed by landlord for the use of the tenants and any drapes installed by the tenant which are visible from the exterior of the Building.
27. Landlord shall not maintain suite finishes which are not-standard such as kitchens, bathrooms, wall paper, special lights, etc. However, should the need of repairs arise, Landlord shall arrange for the work to be done a tenant's expense.

Brookfield

Building Rules and Regulations

28. Landlord's employees are prohibited from receiving articles delivered to the Building and, if any such employee receives any article for any tenant, such employee shall be acting as the agent of such tenant for such purposes.
29. No smoking shall be permitted in any of the Common Areas of the Building or in the tenant's premises. All cigarettes and related trash shall be disposed of in trash receptacles and not on the sidewalks, parking lot or grass.

From: FRTIB Receptionist
Sent: Tuesday, April 03, 2012 3:56 PM
To: FRTIB Employees
Subject: Notification of Expected Visitors to the Board
Follow Up Flag: Follow up
Due By: Tuesday, April 10, 2012 3:00 PM
Flag Status: Red

Good Day everyone,

The procedures below are for receiving visitors at the FRTIB. Following them will help visits to the Board go smoothly for everyone.

Please email or call me with the guest's name, company/agency, and the date and time of expected arrival. It would also be helpful to add an additional p.o.c. in case you aren't available when they get here.

I will email security downstairs with the above information. This cuts down on security having to spend time typing in this information while the visitor waits. When the person arrives, his or her identification will be verified against the name on the list, and he or she will be asked to wait.

I get automatic emails for each visitor as they arrive and check in downstairs. At that time, I will call you to let you know your guest(s) are waiting and you will need to **go get them** from the first floor lobby*. Please note this change: *visitors have to be escorted by one team members to the 10th floor. Once on the 10th floor, have them sign in at the receptionist's desk and get a visitor's badge.

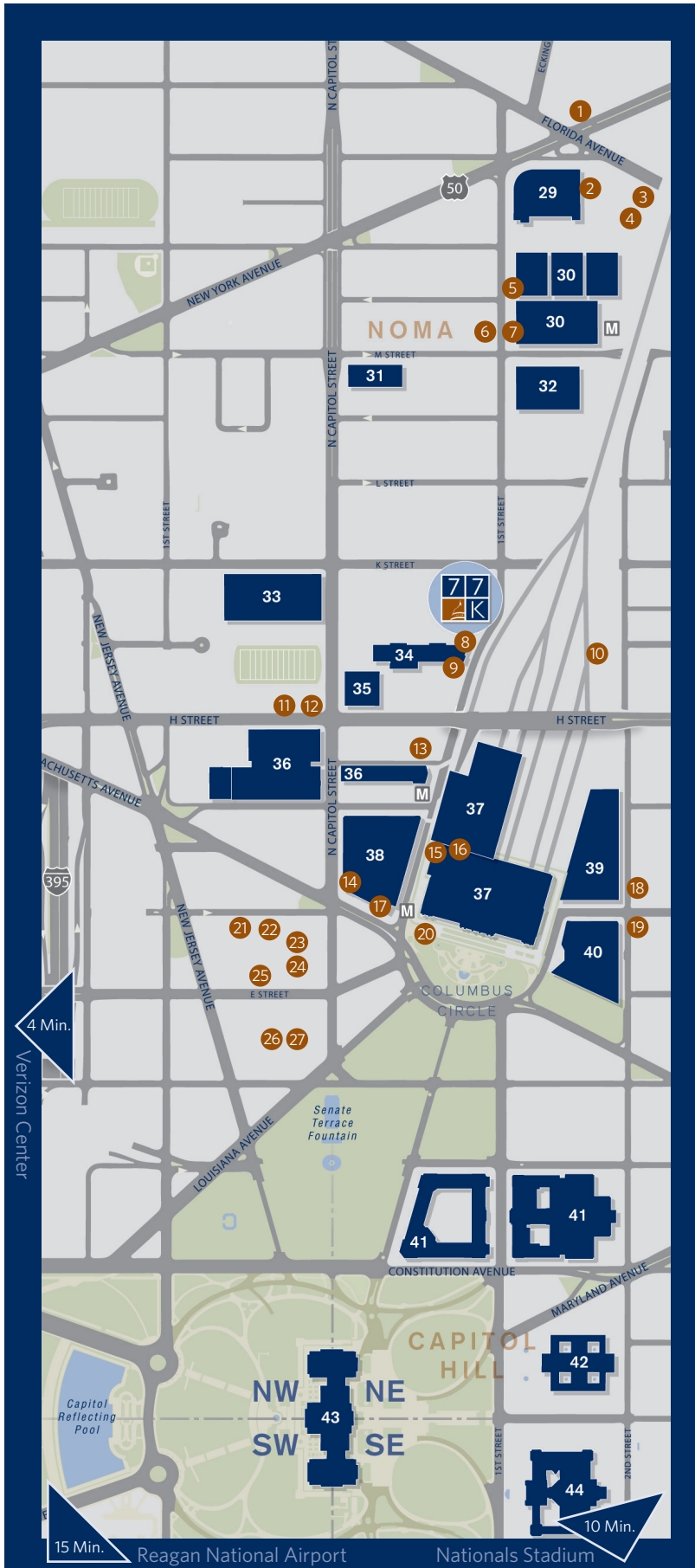
Please do not take your visitor(s) to the 11th floor without stopping to have them sign in.

A final note... the receptionist's desk is officially a No-Frown Zone. Only smiles allowed!

Thank you for your cooperation.

Receptionist ☺

AMENITIES MAP



- 1 Federal Express
- 2 ATF Retail: Five Guys, Pound Coffee, Heidi's Brooklyn Deli, Sister's Mussels & Pizza
- 3 Marriott Courtyard (2009)
- 4 Au Bon Pain (2009)
- 5 Hilton Garden Inn (2010)
- 6 CVS Pharmacy
- 7 Harris Teeter (2010)
- 8 FERC Cafeteria
- 9 Sunrise Café
- 10 Railroad Deli
- 11 Subway
- 12 Au Bon Pain
- 13 Goodies Deli
- 14 Post Office
- 15 Union Station (130 Shops and Restaurants)
- 16 Union Station (Metro, VRE, MARC, Amtrak, Circulator, taxi, car rental and public parking)
- 17 Capital City Brewery
- 18 Banducci's Restaurant
- 19 Ebenezers Coffeehouse
- 20 Union Station Bike Station (2009)
- 21 The Irish Times
- 22 The Dubliner
- 23 Phoenix Park Hotel
- 24 The Hotel George
- 25 Bistro Bis
- 26 La Taqueria
- 27 Johnny's Half Shell
- 29 ATF
- 30 Constitution Square (DOJ & Residential)
- 31 National Public Radio
- 32 EEOC (plus various retail)
- 33 Gonzaga College High School
- 34 FERC
- 35 DC Government
- 36 US Government Printing Office
- 37 Union Station & Parking Garage
- 38 US Postal Museum
- 39 SEC
- 40 Thurgood Marshall Federal Judiciary Building
- 41 Senate Office Buildings
- 42 Supreme Court
- 43 United States Capitol
- 44 Library of Congress





77 K STREET

An elegant 326,000 square foot Class-A office building, 77 K Street is a distinctive new Washington address standing 11 stories tall. The building offers an optimum working environment, a dynamic community rich with amenities, and a prominent location in the NoMa neighborhood — a great place to connect to the best of the Capital City.



ACCESS

Two blocks from Union Station, DC's largest transportation hub, 77 K Street provides tenants commuting convenience through quick connections to Metro's red line, Amtrak, MARC and VRE trains. New York Avenue (Route 50), I-395 and I-295 offer direct access to the Maryland and Northern Virginia suburbs as well as Reagan National Airport and Baltimore-Washington International Airport.

AMENITIES

History, culture and entertainment all connect in DC's NoMa neighborhood. 77 K Street's attractive corner location appeals to a variety of tenants with the abundance of shops and restaurants at Union Station. The building offers an expansive two-story lobby, garage parking, 24-hour security, on-site management, a tenants-only fitness center and a rooftop terrace with striking Capitol and city views.



