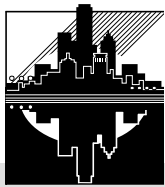
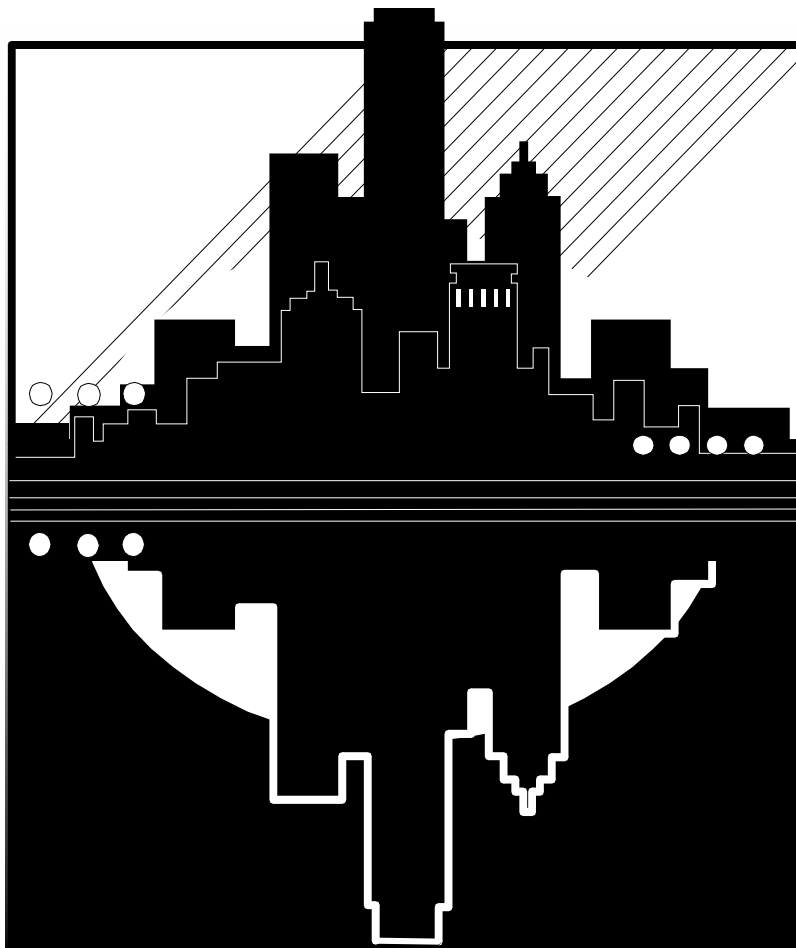


# The Retirement Systems of Alabama

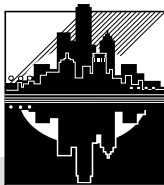
## Montgomery Properties Tenant Handbook



*RSA Property Management*

# The Retirement Systems of Alabama

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# The Retirement Systems of Alabama

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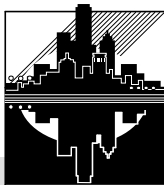
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# The Retirement Systems of Alabama

## Welcome

Dear Tenant:

Welcome to The Retirement Systems of Alabama (RSA) Tower Building. We at the RSA look forward to a long and productive relationship. Let us know how we can make your stay in the building as productive as possible.

In addition to emergency procedures this Tenant Handbook should answer many of the immediate questions you may have about building regulations, policies, and operating procedures. We have provided important building personnel names and phone numbers and emergency contact phone numbers.

At RSA Property Management, we pride ourselves on quality service and responsive attention to our building tenants. We encourage you to work with us in upholding our service goals-by sharing your concerns with us and offering suggestions on ways that we can continue to improve your office and surrounding environment.

Please keep this Handbook in a convenient location, perhaps at your reception area. We will be updating information as staff and policy changes occur, and will circulate updated text for you to include in the Handbook. We hope you find this Handbook a useful guide to your new surroundings.

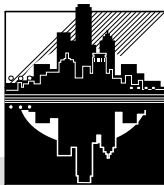
Sincerely,



R.J. Caldwell  
RSA Properties Director

Willie Wright  
Building Manager

Joseph Toole  
RSA Director of Real Estate



*RSA Property Management*

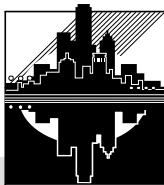
# The Retirement Systems of Alabama

## **Mission Statement**

RSA Property Management is committed to providing a level of service excellence that is unsurpassed by other management companies. We strive to reach the highest standards of performance at all times and are dedicated to maintaining that standard in our buildings.

Tenant inquiries and periodic quality control inspections ensure that we continually monitor our performance, document our strengths, and identify areas where improvement is needed. Our goal is efficient management through careful planning and budgeting, strict control of expenditures and daily attention to our tenants' needs. Exterior and interior building conditions, physical plant conditions, organization of service areas including maintenance of records, performance of the janitorial contractor, and status of budgeted building improvements are constantly monitored.

Above all, we listen to our tenants and strive to fulfill their service needs. Our goal is to maximize tenants' business performance so they can easily take advantage of new opportunities. We stand ready to serve and regard improvement as an ongoing process towards greater excellence in serving our tenants.



*RSA Property Management*

# The Retirement Systems of Alabama

## Key Personnel Names and Phone Numbers & Emergency Phone Numbers

WHEN IN DOUBT CALL EMERGENCY NUMBERS FIRST

### RSA Property Management

### Emergency Numbers

#### Building Issues

Building Manager:

Willie Wright 334-517-7831

Fax # 334-517-7921

Pager (text) 877-712-5729

E-mail willie.wright@rsa-al.gov

RSA Security Shift Supervisor 251-421-9053

Montgomery Fire Department 911

After hours Emergencies only

Police Department 911

Real Estate Property Director:

RJ Caldwell 334-517-7200

Capitol Police 242-0700

### Accounting / Leasing

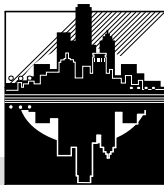
Joseph Toole 334-517-7200  
Director

Tonya Smith 334-517-7200  
Leasing

Timothy Green 334-517-7000  
Accounting

### Parking/Access Control and Security

Access Control/Security 517-7660

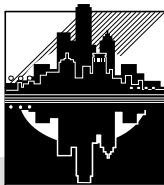


*RSA Property Management*

# The Retirement Systems of Alabama

## Did You Know?

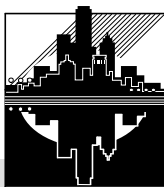
- That there are restaurants in almost all RSA Properties:
  1. Chick-fil-A on the first floor of the RSA Tower Building.
  2. The Commerce Café on the first floor of the Alabama Center for Commerce.
  3. The Plaza Grill on the first floor of the RSA Plaza Building.
  4. Subway on the first floor of the RSA Union Building.
  5. Baumhower's on the first floor of the RSA Systems Building.
  6. Wingers on the first floor of the RSA Judicial Building
- Full service catering is available for large or small groups for luncheons, dinners, parties or formal occasions at the RSA Plaza Terrace or the Alabama Activity Center from Montgomery Catering, Inc. Call Johnny Sullivan at 269-6090 for more information.
- Full service catering is available for large or small groups for luncheons, dinners, parties or formal occasions at the Alabama Center for Commerce from Montgomery Catering, Inc. Call Johnny Sullivan at 269-6090 for more information.
- You can shop for a wide variety of cards and gifts at Bits & Pieces on the first floor of the RSA Tower. You can call Bits & Pieces at 269-0207 for more information.
- You can also shop for a wide variety of cards and gifts at Gifts, Etc. on the first floor of the RSA Union. You can call Gifts, Etc. at 293-4776 for more information.
- You can get a haircut or style at Jourdan's on the first floor of the RSA Tower building; call 834-1005 for more information or to make an appointment.
- There is an auditorium capable of handling and serving up to 1,000 people at the RSA Activity Center. Contact Johnny Sullivan at 269-6090.
- There is an auditorium capable of handling 250 people in the multimedia auditorium at the Alabama Center for Commerce. Contact the RSA Real Estate Division at (334) 517-7200 for more information.
- In addition, there are conference rooms available at the RSA Plaza and RSA Union Buildings. Contact the RSA Real Estate Division at (334) 517-7200 for more information.



# The Retirement Systems of Alabama

## Building Guidelines

- **Moving and Delivery Guidelines**
- **Building Hours of Operation and Holiday Schedule**
- **Directory Listing & Suite Signage**
- **Maintenance Requests**
- **Heating and Air Conditioning Services**
- **Elevator Service**
- **Parking**
- **Regular and Express mail**
- **Building Rules and Regulations**
- **Rental Remittance**
- **Security Measures**
- **Vendor/Contractor Access**
- **Solicitation**
- **Theft**
- **Incident Reports**
- **Suite Security Measures**





# The Retirement Systems of Alabama

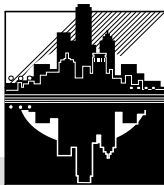
## Moving and Delivery Guidelines

The following moving and delivery guidelines have been developed to ensure a safe and efficient move for you and your organization. Following these guidelines will expedite your move and protect the people handling the move as well as your property and the building itself. These guidelines are in no way meant to hamper or restrict your moving process, but are necessary to facilitate a safe and effective move. Please let us know how we can assist you with your move. We would be happy to answer any further questions you may have. Please call Willie Wright, Building Manager at 334-517-7831.

1. Notify us as soon as possible as to the date and time of your scheduled move. All moving arrangements must be approved and scheduled by the Building Manager. All moves will be scheduled on a first come, first served basis.
2. Tenants will provide a full time representative on the loading dock and on the floor during all moves.
3. Moves may occur at any time when scheduled with the Building Manager. Only one loading dock space may be utilized and large deliveries must be taken by the freight elevator only.
4. All moves must be handled through the service elevator. It is the tenant's or mover's responsibility to confirm all deliveries will fit into the service elevator. The moving contractor shall be responsible for supplying protection to the elevator cab interior and on the floors (walls, etc.). The Building Manager may require that a person be on the service elevator to work as the operator. The loading dock is the only building entrance permitted for moves. We strongly encourage you to reserve this area for all large moves and deliveries. The mover must protect floors and walls with acceptable material to prevent damage.
5. The moving contractor must provide a Certificate of Insurance ten (10) working days in advance of the scheduled move date. The mover must be bonded and carry a minimum of \$1 million combined single limit, property damage and public liability insurance. The RSA requires a waiver of subrogation on all policies for companies working on site; in addition we require the following:

### **Contractor Insurance Requirements**

Such insurance shall be in a form and from insurance companies, reasonably acceptable to the Retirement Systems of Alabama (RSA). All insurers will be rated at least A- VII by A.M. Best or must be otherwise acceptable to the RSA. The insurance limits may



# The Retirement Systems of Alabama

be provided through a combination of primary and excess policies, including Umbrella/Excess forms.

**Workers' Compensation and Employer's Liability:** The Contractor shall maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over their employees while engaged in the performance of the work. The policy coverage must apply in the State of Alabama. The Employer's Liability limits shall be not less than:

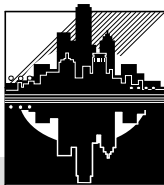
\$1,000,000 Bodily Injury by Accident for Each Person  
\$1,000,000 Bodily Injury by Disease for Each Person  
\$1,000,000 Bodily Injury by Disease–Policy Limit

**Commercial General Liability:** The Contractor shall maintain General Liability insurance in a form as least as broad as ISO Form CG 0001 or its equivalent ("Occurrence Form"), for operations of the contractor covering claims arising out of their work personal injury, contractual, bodily injury and property damage in a policy or policies of insurance providing limits of not less than:

\$1,000,000 Per Occurrence  
\$1,000,000 Personal and Advertising Injury Aggregate  
\$2,000,000 General Aggregate  
\$2,000,000 Aggregate Products and Completed Operations  
\$ 50,000 Damage to Rented Premises Any One Premises  
\$ 5,000 Medical Expense Any One Person

**Commercial Automobile Liability:** The Contractor shall maintain Automobile Liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, non-owned, hired, borrowed, leased, or used by, or on behalf of, the Contractor. Such insurance shall be on a form at least as broad as ISO Form CA 0001, or its equivalent. Contractual liability, if not provided in the basic policy form, is to be provided by endorsement. The Commercial Automobile Liability limits shall be not less than:

\$1,000,000 Combined Single Limit Each Accident



# The Retirement Systems of Alabama

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

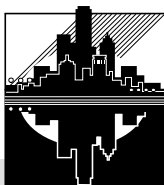
**Umbrella/Excess Liability:** The Contractor shall maintain Umbrella/Excess Liability insurance, insuring against bodily injury, personal injury, advertising injury and property damage, is required to be evidenced on a following form basis and providing limits in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability. Umbrella/Excess Liability shall be at least as broad as the underlying coverage, be concurrent with the effective dates of the underlying policies and shall include cross-liability and severability of interest clauses. The limits of liability shall be not less than:

\$5,000,000 Per Occurrence  
\$5,000,000 Aggregate Limit

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

**Other Coverages:** The RSA reserves the right to require higher limits of liability or other insurance coverage than listed above as the RSA deems appropriate with a 30 day notice to the contractor.

**Additional Insureds:** Each policy required, including Excess and Umbrella (except Worker's Compensation) shall name as additional insured the Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. As additional insureds the policies shall show the coverage afforded for such parties is primary and does not require contribution by any other insurance available to them. The coverage shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured.



# The Retirement Systems of Alabama

**Waiver of Subrogation/Rights of Recovery:** The Contractor shall require all policies waive rights of subrogation against Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. The Contractor shall require all subcontractors to similarly waive their rights of subrogation and recovery.

The Contractor shall pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of the additional insured.

**Notice of Cancellation:** The Contractor must provide at least 30 days (10 days in the event of cancellation due to non-payment of premium) prior notice of any cancellation, non-renewal or material change to any insurance policy covered by this agreement.

If any such notice is given, the RSA shall have the right to require that a substitute policy (ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to the RSA. The Contractor shall immediately notify the RSA and will cease operations on the occurrence of any such cancellation and shall not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to the RSA.

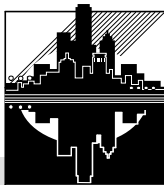
**Occurrence:** All policies shall be issued upon an "Occurrence" form.

**Contractor Responsibility for its Subcontractors:** The Contractor shall require that all subcontractors of every tier provide insurance with limits and terms not less than as noted herein.

**Duration:** Unless stated otherwise in this agreement, all required coverages shall be maintained without interruption for the entire term of this agreement.

**Other:** No provision or part of this or any other agreement between the RSA and the Contractor shall restrict or otherwise limit the liability assumed by the Contractor.

**Deductibles:** Any deductible or self-insured retention in place shall be the responsibility of the contractor.



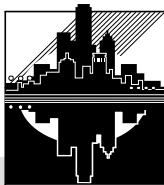
# The Retirement Systems of Alabama

**Survival:** The insurance requirements are an independent contract provision and shall survive the termination or expiration of this contract.

**Certificates of Insurance:** The Contractor shall provide Certificates of Insurance to the RSA evidencing that the policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Certificates must be provided ten (10) days in advance of the scheduled start work date. Certificates of Insurance shall be addressed as follows:

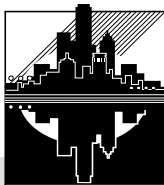
Retirement Systems of Alabama  
201 South Union Street  
Montgomery, AL 36104

6. You and your moving contractor will be responsible for any damage to the building incurred during the move. To avoid unnecessary damage:
  - a. Pad or otherwise protect all entrances, doorways and walls affected by the move.
  - b. Clean masonite sections will be used as runners on all finished floor areas where heavy furniture or equipment is being moved with wheel or skid type dollies. The masonite should be at minimum ¼” thick. All sections of masonite should be taped to prevent sliding. No duct tape or any tape that may leave a residue on the floors, walls, door jambs or doors will be permitted.
  - c. You must report any electrical problems or equipment breakdowns that occur during the move which may affect building operation. You are also responsible for removing all trash and bulky packing cartons.
7. No unbecoming conduct will be tolerated by anyone including moving contractor's employees. During a move all personnel must have some type of identification and moving personnel must be uniformed and have I.D. by some means (shirts, badges, hats).
8. Our building has a strict “No Smoking” policy. Moving crew members are not permitted to smoke in any area of the building.
9. The Fire Marshall prohibits the blocking of any fire corridor, exit door, elevator, lobby or hallway. Do not park moving vehicles in marked fire lanes.



# The Retirement Systems of Alabama

10. Please use the service elevator for all deliveries. Exterior access to this elevator is from the loading dock only. The loading dock doors are open from 6 a.m. to 6 p.m. Any deliveries to be made outside of those hours must be scheduled and approved by the Building Manager.



# The Retirement Systems of Alabama

## Building Hours of Operation and Holiday Schedule

Building hours of operation are from 7 a.m. to 5 p.m. on Monday and 7 a.m. to 10 p.m. Tuesday through Friday.

Tenants will have access to the building 24 hours a day 7 days a week via the computerized Access card system. Readers are located at the north and south entrances to the building and in the parking area located under the building.

The following is a list of those state and federal holidays currently followed\*:

New Year's Day

Martin Luther King, Jr./Robert E. Lee's Birthday

George Washington/Thomas Jefferson's Birthday (the third Monday in February)

Confederate Memorial Day (the last Monday in April)

National Memorial Day

Jefferson Davis' Birthday (the first Monday in June)

Independence Day (or day of observance)

Labor Day

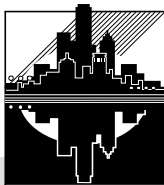
Columbus Day (the second Monday in October)

Veteran's Day

Thanksgiving Day

Christmas Day

\*Janitorial service is not provided on these holidays.



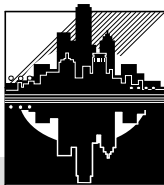
# The Retirement Systems of Alabama

## Directory Listing and Suite Signage

Each tenant in the Building is allowed space in the lobby directory listing in accordance with its lease. Please use the order form (see page 13) included in this Handbook to specify the name you wish listed in the directory. Return the form to your Building Manager.

All tenants are entitled to basic building signage.

All signage must be approved by owner, no taping temporary or non-building standard signs to the building walls, suite doors, building or elevator lobby doors or elevator walls will be allowed; any other signage must also be approved by owner, but will be at Lessor's expense.





# The Retirement Systems of Alabama

## Directory Information and Suite Signage Request Form

Directory Information:

Company Name: \_\_\_\_\_

Suite Signage: \_\_\_\_\_

\_\_\_\_\_

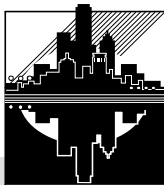
Authorized Signature: \_\_\_\_\_

Title (Please Print): \_\_\_\_\_

Company (Please Print): \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE RETURN TO THE BUILDING MANAGER



*RSA Property Management*

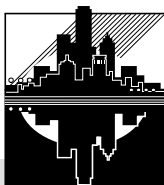
# The Retirement Systems of Alabama

## **Maintenance Requests**

Maintenance requests or requests for other service of any kind should be made through the Building Manager. If there is an emergency maintenance situation, a building staff person may be paged during or after regular business hours.

Please use the Building Maintenance Service Request Form (see page 15) when you need service, and authorize any service work done by our staff on that form. If a task requires outside vendor's services, the Landlord will solicit bids and choose the appropriate vendor.

In addition small alterations tasks such as adding additional electrical or telephone outlets should also be processed by using the Request for Service form. You will be given an estimate of charges for the work, and it must be signed before we can begin. You will be invoiced separately for these charges when work is completed.



# The Retirement Systems of Alabama

## Maintenance Service Request Form

Tenant: \_\_\_\_\_ Suite: \_\_\_\_\_

Description of Problem: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date/Time Reported: \_\_\_\_\_

For Building Management Use

Description of Action Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor/P.O. Required? \_\_\_\_\_

Estimate if Required \_\_\_\_\_

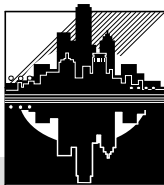
Tenant Acknowledgement of Estimate if Required

Tenant's Approval Authority (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Should Tenant desire the Lessor to obtain estimates for the work to be performed, then Tenant shall reimburse Lessor for cost of such estimate regardless of whether or not the work is performed.



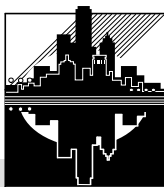
*RSA Property Management*

# The Retirement Systems of Alabama

## Heating and Air Conditioning Services

Standard operating hours for the Building's heating and cooling system are 7:00 a.m. through 5:00 p.m. Monday through Friday. We would be glad to arrange for HVAC service beyond these hours per your lease agreement. Requests for additional service should be placed at least 24 hours in advance by calling your Building Manager who will obtain written approval of your Director, Commissioner or Officer in charge.

If you need adjustments to the temperature of your office, please call your Building Manager. Individual temperature adjustments must be handled by a member of the building staff. We will make every effort to provide an even temperature and as comfortable an environment as possible.



# The Retirement Systems of Alabama

## **Elevator Service**

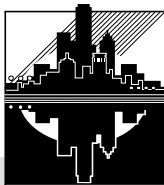
Elevator service is available 24 hours a day. If an elevator fails to operate properly, please inform Building Management immediately.

Our elevators are equipped, by use of special weight sensors, to not stop for calls from other floors if the elevator is full. Rather, it will proceed directly to the first floor selected by the passengers on board. Also our elevators are Americans with Disabilities complaint.

The emergency generator is designed to bring one elevator at a time to the lobby level. If you are in an elevator during a power failure, please remember that it may take some time to recall all the elevators. Passengers will be advised of the status and delay time over the elevator Voice Communication System.

If you are detained inside of the elevator cab due to a malfunction, **REMAIN CALM**. Use the alarm button inside the elevator to signal your stalled status to the Security desk. You may also use the phone on the right panel of the elevator that has a direct link to the Capitol Police Department and receive instructions on what to do. Please advise Capitol Police of your situation and elevator number found on the front panel of the elevator.

Building staff will make every effort to release you from the elevator as quickly as possible. However, due to safety regulations, they may be limited in the assistance they can provide. Our elevator maintenance company will be immediately dispatched to correct the problem. Building staff will remain in constant contact to let you know what is being done.



# The Retirement Systems of Alabama

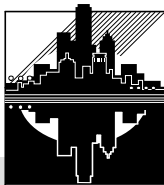
## Parking

All RSA Properties offer some form of parking for our tenants. Like our buildings, our parking facilities are accessed only by use of Access cards distributed to you by our Security Office. Should you have problems, please feel free to contact Access Control and Security (334) 517-7660 at any time.

Although we take every step possible to keep our buildings and parking facilities as safe as possible, please follow these simple safety tips.

1. Always be aware of your surroundings.
2. When leaving the Building after hours, travel with someone.
3. There are phones by each elevator lobby on each level of our parking decks with direct links to the Capitol Police department should you need them.

Please remember to tell your employees, guests and clients to park in only designated areas. Each of our properties have reserved parking areas in which the violator's automobile will be booted; the boot will be removed, but only after a fee of \$50 in *cash* is paid.



# The Retirement Systems of Alabama

## **Regular and Express Mail**

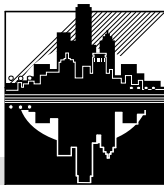
The U.S. Postal Service has an area on the first floor in the shipping and receiving area. Pick-up and delivery are approximately between 11:30 a.m. and 5:30 p.m., Monday through Friday.

The following carriers of express mail have containers in the first floor shipping and receiving area:

1. Airborne Express. Pick-up by 4:45 p.m., Monday through Friday.
2. U.P.S. Call for pick-up Monday through Friday.
3. Federal Express. Pick-up by 5:30 p.m., Monday through Friday.

## **State Handmail**

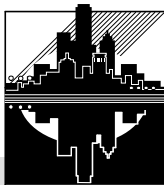
The state central mail carrier has an area on the first floor in the shipping and receiving area. Delivery is by 8:45 a.m., and pick-up times are 1:15 p.m. and 3:00 p.m., Monday through Friday.



# The Retirement Systems of Alabama

## Building Rules And Regulations

1. Lessee shall make no alterations on the Leased Premises without the prior approval in writing of Lessor which shall not be unreasonably withheld or delayed, and any alterations or improvements of any kind whether or not it is in the Leased Premises shall be at the sole expense of Lessee. In no event shall Lessee make any structural alterations or alterations to the exterior windows to the Leased Premises (for proper procedure on requesting alterations or modifications see Construction Guidelines and Procedures).
2. The rights of each Lessee in the entrances, corridors, elevators and escalators servicing the Building are limited to ingress and egress from such Lessee's premises for the Lessee and its employees, licensees and invitees, and no Lessee shall use, or permit the use of, the entrances, corridors, escalators or elevators for any other purpose. No Lessee shall invite to the Lessee's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, escalators, elevators and other facilities of the Building by other Lessees. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the Lessees, their employees, licensees or invitees. No Lessee shall encumber or obstruct, or permit the encumbrance or obstruction of, any of the sidewalks, plazas, entrances, corridors, escalators, elevators, fire exits or stairways of the Building and the public facilities, as well as facilities furnished for the common use of the Lessees, in such manner as it in its reasonable judgement, deems best for the benefit of the Lessees generally.
3. Lessor may refuse admission to the Building outside of Business Hours on Business Days to any person without proper ID or not known to security in charge or not having a pass issued by Lessor or the Lessee whose premises are to be entered or not otherwise properly identified, and Lessor may require all persons admitted to or leaving the Building outside of Business Hours on Business Days to provide appropriate identification. Lessee shall be responsible for all persons for whom it issues any such pass and shall be liable to Lessor for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgement of Lessor, be prejudicial to the safety, character or reputation of the Building or its Lessees may be

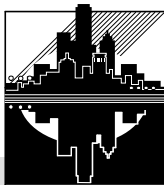




# The Retirement Systems of Alabama

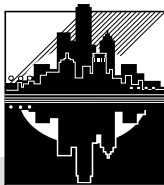
ejected therefrom. During any invasion, riot, public excitement or other commotion, Lessor may prevent all access to the Building by closing the doors or otherwise for the safety of the Lessees and protection of property in the Building.

4. Only Lessor or persons approved by Lessor shall be permitted to furnish to the Premises ice, drinking water, food, beverage, linen, towel, barbering, bootblackening, floor polishing, cleaning or other similar services.
5. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens which are different from the standards adopted by Lessor for the Building shall be attached to or hung in, or used in connection with, any exterior window or door of the premises of any Lessee, without the prior written consent of Lessor. Such curtains, blinds, shades or screens must be of appropriate quality, type, design and color, and attached in the manner approved by Lessor.
6. No lettering, sign, advertisement, notice or object shall be displayed in or on the exterior windows or doors, or on the outside of any Lessee's premises, or at any point inside any Lessee's premises where the same might be visible outside of such premises, without the prior written consent of Lessor. In the event of the violation of the foregoing by any Lessee, Lessor may remove the same without any liability, and may charge the expense incurred in such removal to the Lessee violating this rule. Interior signs, elevator cab designations and lettering on doors and the Building directory shall, if and when approved by Lessor, be inscribed, painted or affixed for each Lessee by Lessor at the expense of such Lessee, and shall be of a size, color and style reasonably acceptable to Lessor.
7. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any Lessee, nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral air conditioning enclosures, if any.
8. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.



# The Retirement Systems of Alabama

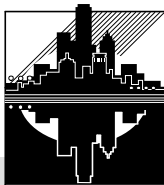
9. No bicycles, vehicles, animals, fish or birds of any kind shall be brought into or kept in or about the premises of any Lessee or the Building.
10. No noise, including, without limitation, music or the playing of musical instruments, recordings, radios or television, which, in the reasonable judgement of Lessor, might disturb other Lessees in the Building, shall be made or permitted by any Lessee. Nothing shall be done or permitted in the premises of any Lessee which would impair or interfere with the use or enjoyment by any other Lessee of any space in the Building.
11. No Lessee, nor any Lessee's contractors, employees, agents, visitors or licensees, shall at any time be into or keep upon the premises or the Building any inflammable, combustible, explosive, or otherwise hazardous or dangerous fluid, chemical, substance or material.
12. Additional locks or bolts of any kind which shall not be operable by the Grand Master Key for the Building shall not be placed by Lessee, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said Grand Master Key. Additional keys for a Lessee's premises and toilet facilities shall be procured only from Lessor at Lessee's cost. Each Lessee shall, upon the termination of its tenancy, turn over to Lessor all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Lessee, and in the event of the loss of any keys furnished by Lessor, such Lessee shall pay to Lessor the cost thereof.
13. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Lessor or its agent may reasonably determine from time to time. The persons employed to move safes and other heavy objects shall be reasonably acceptable to Lessor and, if so required by law, shall hold a Master Rigger's license. Arrangements will be made by Lessor with any Lessee for moving large quantities of furniture and equipment into or out of the Building. All labor and engineering costs incurred by Lessor in connection with any moving



# The Retirement Systems of Alabama

specified in this rule, including a reasonable charge for overhead shall be paid by Lessee to Lessor, on demand.

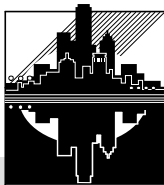
14. Lessor reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all packages, objects and matter which violate any of these Rules and Regulations or the lease of which this Exhibit is a part. Lessor may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the Lessee from whose premises the package or object or matter is being removed, but the establishment and enlargement of such requirement shall not impose any responsibility on Lessor for the protection of any Lessee against the removal of property from the premises of such Lessee. Lessor shall in no way be liable to any Lessee for damages or loss arising from the admission, exclusion or ejection of any person to or from the premises or the Building under the provisions of this Rule or of Rule 2 hereof. That Lessee agrees to not bring into the building any packages, objects or matter inconsistent with a first class office building.
15. No Lessee shall occupy or permit any portion of its premises to be occupied as an office for a public stenographer or public typist, or for the possession, storage, manufacture, or sale of liquor, narcotics, dope, tobacco in any form, or as a barber, beauty or manicure shop, or as a school. No Lessee shall use, or permit its premises or any part thereof to be used, for manufacturing, or the sale at retail or auction of merchandise, goods or property of any kind.
16. Lessor shall have the right to prohibit any advertising or identifying sign by any Lessee which, in Lessor's reasonable judgement, tends to impair the reputation of the Building or its desirability as a building for others, and upon written notice from Lessor, such Lessee shall refrain from and discontinue such advertising or identifying sign.
17. Lessor shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any Lessee's premises. If, in the reasonable judgement of Lessor, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such



# The Retirement Systems of Alabama

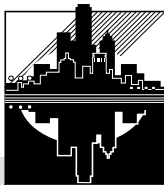
distribution shall be done at the expense of the Lessee and in such manner as Lessor shall determine.

18. No machinery or mechanical equipment other than ordinary portable business machines may be installed or operated in any Lessee's premises without Lessor's prior written consent. In no case (even where the same are of a type so excepted or as so consented to by Lessor) shall any machines or mechanical equipment be so placed or operated as to disturb other Lessees; but machines and mechanical equipment which may be permitted to be installed and used in a Lessee's premises shall be so equipped, installed and maintained by such Lessee as to prevent any disturbing noise, vibration or electrical or other interference from being transmitted from such premises to any other area of the Building.
19. Lessor, its contractors, and their respective employees shall have the right to use, without charge thereof, all light, power and water in the premises of any Lessee while cleaning or making repairs or alterations in the premises of such Lessee.
20. No premises of any Lessee shall be used for lodging of sleeping or for any immoral or illegal purpose.
21. The requirements of Lessees will be attended to only upon application at the office of the Building. Employees of Lessor shall not perform any work or do anything outside of their regular duties, unless under special instructions from Lessor.
22. Canvassing, soliciting and peddling in the Building are prohibited and each Lessee shall cooperate to prevent the same.
23. Lessee shall not cause or permit any unusual or objectionable fumes, vapors or odors to emanate from the Premises which would annoy other Lessees or create a public or private nuisance. No cooking shall be done in the Premises except as is expressly permitted in the Lease.



# The Retirement Systems of Alabama

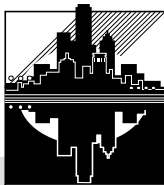
24. Nothing shall be done or permitted in any Lessee's premises, and nothing shall be brought into or kept in any Lessee's premises, which would impair or interfere with any of the Building's services or the proper and economic heating, ventilating, air conditioning, cleaning or other servicing of the Building or the premises, or the use or enjoyment by any other Lessee of any other premises, nor shall there be installed by any Lessee any ventilating air conditioning, or electrical or other equipment of any kind which, in the reasonable judgement of Lessor, might cause any such impairment or interference.
25. No acids, vapors or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Building which may damage them. The water and wash closets and other plumbing fixtures in or serving any Lessee's premises shall not be used for any purpose other than the purposes for which they were designed or constructed; and no sweepings, rubbish, rags, acid or other foreign substances shall be deposited therein. All servants, employees, agents, visitors or licensees shall have caused the same. Any cuspidors or containers or receptacles used as such in the premises of any Lessee, or for garbage or similar refuse, shall be emptied, cared for and cleaned, by and at the expense of such Lessee. In addition, no illegal materials shall be discharged which may damage the building or the environment.
26. All entrance doors in each Lessee's premises shall be left locked and all windows shall be left closed by the Lessee when the Lessee's premises are not in use. Entrance doors shall not be left open at any time. Each Lessee, before closing and leaving its premises at any time, shall turn out all lights.
27. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building. In addition no hand truck, equipment, or deliveries will be allowed in the passenger elevators.
28. All windows in each Lessee's premises shall be kept closed, and all blinds therein above the ground floor shall be lowered as reasonably required because of the position of the sun, during the operation of the Building air-conditioning system to cool or ventilate the Lessee's premises. If Lessor shall elect to install any energy saving film on the windows of the Premises or to install energy saving windows in place of the present windows, Lessee shall cooperate with the reasonable requirements of Lessor in



# The Retirement Systems of Alabama

connection with such installation and thereafter the maintenance and replacement of the film and/or windows and permit Lessor to have access to the Lessee's premises at reasonable times during Business Hours to perform such work.

29. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Lessee, its agents, employees, visitors or licensees, Lessee shall at Lessee's expense cause the same to be exterminated from time to time to the reasonable satisfaction of Lessor and shall employ such exterminators and such exterminating company or companies as shall be designated by Lessor, or if none is so designated as reasonably approved by Lessor.
30. Pallet jacks are not to be used without prior approval of the Building Manager.
31. Tenants are not allowed to carry a firearm or any other weapon into any building, except authorized law enforcement personnel.
32. To the extent there is a conflict between the provisions contained in the Lease or this Handbook, the provisions of the Lease shall govern and control.



# The Retirement Systems of Alabama

## **Rental Remittance**

Rent is due and payable in advance to the RSA Investment Accounting Offices. As a courtesy, statements detailing rent and tenant charges are sent to each tenant during the middle of the month for the following month's Rent due. All checks should be made payable to the RSA Building Expense Fund and mailed to The Retirement Systems of Alabama, Attn: Heather Smith, P.O. Box 302150, Montgomery, AL 36130-2150. Rent not paid in a timely manner shall be subject to a late charge.

## **Security Measures**

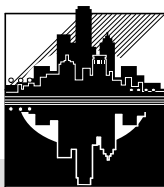
A life safety system is provided in accordance with applicable federal, state and local laws. The system includes fire alarm, emergency generators for elevator and emergency light service, stair pressurization, etc.

## **Vendor/Contractor Access**

There may be circumstances in which a Lessee will require vendors or contractors to perform work in your suite during non-business hours. Written approval is required from the Building Manager. In such instances, please provide written notification to Building Management including:

- The company name
- Names of all people who will be doing the work
- Date(s) the work will be performed
- Time the contractor will arrive and depart
- Description of the work being done

Arrangements must be made by the tenant to provide vendor with access to their premises.



# The Retirement Systems of Alabama

## **Solicitation**

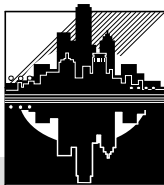
Solicitation is not allowed in the building or on the building premises. Please notify building management immediately (see page 6 for phone number) if you notice a solicitor within the Building. Report as much specific information about the person's appearance and behavior as you can. Building staff will attempt to locate the person as quickly as possible and escort them off the premises.

## **Theft**

Report any suspected theft, no matter how small to Building Management immediately. You may also notify the Police Department or the proper authorities. The building's insurance policy does not cover the theft of tenant's personal belongings. Personal property insurance is the responsibility of each tenant.

## **Incident Reports**

As a building policy you are required to record the details of any accident, theft, or injury that occurs on the property, and incident reports must be filed. Please notify the Building Manager's Office as soon as an incident occurs so we can follow up with the appropriate record taking. We appreciate your cooperation in answering any questions the building staff may have pertaining to the incident.



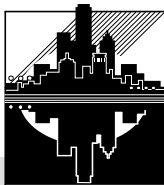


# The Retirement Systems of Alabama

## Suite Security Measures

Security often involves common sense. Because any building system is only as effective as the people relying on it, we encourage you to review these security reminders to help you avoid unnecessary loss and problems within your suite.

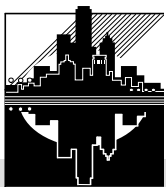
1. When you secure your premises at the end of the business day, lock all doors and then verify that they are properly locked. We recommend securing your suite entry door after 5 p.m. even if people are working late.
2. Do not leave personal property in clear view.
3. Notify the Building Manager or security guard (see page 6 for numbers) immediately if you notice a suspicious person loitering in or about your premises. Be suspicious of any person who enters or approaches your suite and when confronted makes excuses that they're lost or looking for another company.
4. Offices are most vulnerable during lunch time and right before closing. At these times, there is often a lot of movement, and people are frequently away from their desks.
5. Occasionally examine your wastebasket contents at the end of the day to see if any equipment or valuables have been secreted for removal later.
6. Put serial numbers on all business equipment and record in a safe place to aid police in locating the equipment if it is stolen.
7. If an employee is terminated for any reason, consider changing your cylinders on the lock, resetting any safe or vault combinations they may have been entrusted with and canceling any security access codes through building security.
8. Keys kept on a key ring should never have an identifying tag. If they are lost, they may easily be used by thieves to access your property.
9. If your firm will be closed when the rest of the building is normally open, arrange for building personnel to have your mail and papers collected. A stack of newspapers outside your suite door is a clear signal that the premises are not occupied.
10. No deliveries shall be made on the sidewalk or corridors of the building.
11. Never leave your reception area unattended when your suite entry door is unlocked.
12. Consider having routine background checks done on prospective employees as an additional precaution.



# The Retirement Systems of Alabama

## Emergency Guidelines

- **Emergency Evacuation Procedures**
- **Fire Emergencies**
- **What You Can Do to Prevent Fires**
- **Reacting to a Bomb Threat**
- **If a Bomb Explodes**
- **Power Failure**
- **Medical Emergencies**
- **Inclement Weather**

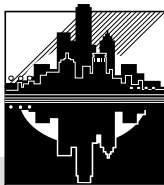


# The Retirement Systems of Alabama

## Emergency Evacuation Procedures

1. Safety or floor wardens should be appointed by each tenant to coordinate evacuations. This person should be someone who commands the respect of fellow employees, stays calm in emergencies and is familiar with appropriate exits, pull stations and fire extinguishers. A list of these personnel must be submitted to the Building Manager's office and updated accordingly.
2. When notice to evacuate is given, floor wardens should immediately gather their group together and walk, not run, to the closest emergency exit and follow instructions. Upon getting to a safe area stay clear of the emergency.
3. In the event of an emergency never attempt to use the elevator; use emergency exits and stairways.
4. Floor wardens should ensure their group stays together and should take a head count once evacuation is complete.
5. Tenants should stay away from the building and from any emergency equipment until instructed otherwise.
6. If there is a fire, make sure a 911 call has been placed and the Building Manager's Office has been notified.
7. Any disabled person should be assigned two people to assist them in an emergency. However in such situations, everyone must be prepared to assist the elderly, the pregnant and others in need.
8. Post a floor diagram within your suite so staff can clearly see designated exits.

From time to time your building management team will schedule fire drills. This allows us to practice and prepare for an emergency so we react in a calm and orderly fashion in the event of a real emergency. These practice evacuations are a coordinated effort between the Fire Department, our Floor Wardens and everyone in the Building. Your serious commitment to these practice evacuations is appreciated; they could save our lives.

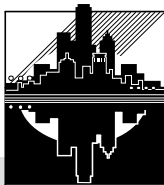


# The Retirement Systems of Alabama

## Fire Emergencies

In the event a fire is discovered in your office or you see smoke coming from another part of the Building, remain calm and follow these instructions:

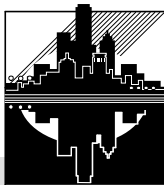
1. Call 911 and give the name and address of the property and the location of the fire.
2. Call the Building Manager and your fire emergency floor wardens.
3. Know where fire extinguishers, pull stations, stairwells and exits are located.
4. Never attempt to put out any sort of electrical fire with water. Only use fire extinguishers provided by the building.
5. Do not attempt to fight a spreading fire. Focus your efforts on evacuating and helping others evacuate in an orderly fashion.
6. Know the location of the nearest fire exits; you should be able to find them in the dark.
7. Never use elevators in a fire emergency. Direct all evacuating traffic to the proper emergency exits.
8. Before you leave your office, feel the door to see if it is hot before you open it. If it is hot, or if smoke is seeping through the cracks, do not open the door. Try another exit.
9. If you cannot exit your office, seal off the cracks around your office doors, go to a window and signal for help.
10. If the exit feels cool, prepare to evacuate. If there is smoke, stay low. Crawl on the ground and take short breaths until you reach a stairwell. This should be a safer area, and you should be able to move freely and quickly to evacuate.
11. Any disabled person should be assigned two people to assist them in an emergency. However in such situations, everyone must be prepared to assist the elderly, the pregnant and others in need.
12. Choose a specific site outside the building that is far enough away from the Building to avoid injury from explosion or shattering glass to reconvene with your staff once the evacuation has been successfully completed.
13. Do not return to the Building until the Fire Department, your Building Manager and your floor warden have given the "All Clear."



# The Retirement Systems of Alabama

## What You Can Do to Prevent Fires

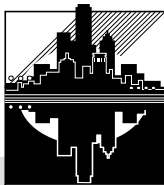
1. Keep all trash or waste material in proper receptacles, and empty them frequently so waste does not accumulate.
2. Building has a no smoking policy.
3. Limit smoking to designated areas outside of the building equipped with appropriate receptacles in which to dispose of cigarette waste.
4. Keep all trash cans away from drapes or other flammable window coverings.
5. Turn off all electrical appliances in kitchen or break areas, and all computers, copying machines and other business machines at the close of each business day.
6. Do not overload electrical circuits.
7. Check all electrical cords for fraying to prevent a spark that might ignite a flammable item.
8. No chemicals are to be stored in the building.
9. Do not store cardboard boxes, packing materials or other flammable items on your premises, in common areas or stairwells. Aside from the possibility that they might catch on fire, these items could also block your exit route in the event of a fire.



# The Retirement Systems of Alabama

## Reacting to a Bomb Threat

1. Whoever receives the call that a bomb has been placed in the Building or a suite should:
  - Remain calm and keep the caller on the line as long as possible so an attempt can be made to trace the call
  - Use the Bomb Threat Checklist (see page 39) to record what the caller said, identify as closely as possible the age, sex and accent of the caller, identify any background noise and assess the validity of the call (however this does not mean do not report a bomb threat because you feel it was not credible, just note this in the information when you pass it along). Report all calls to the proper authorities and the Building Management office.
  - Ask the caller where the bomb is located, when it is set to go off and what the bomb is contained in.
2. Call 911 and provide name, building address, floor and suite number. Repeat the information from the caller.
3. Call the Building Management Office. The decision to evacuate will be made by the proper authorities, not the Building Management Office. At this phase it will be up to those in charge of their suites to decide whether or not to evacuate.
4. If evacuation is ordered, follow floor warden's directions for evacuation.
5. Take purses and briefcases; these items are suspect and may be destroyed by the Bomb Squad if left in the building. Further, in evacuations, your suite will be left unprotected and security coverage could lapse.
6. Do not touch or handle any unusual items you might find. Report them to the authorities.
7. Be aware of suspicious persons entering your suite, or strange behavior exhibited by any staff person. Any abnormal activity should be reported to the Bomb Squad.

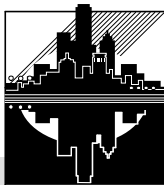


# The Retirement Systems of Alabama

## **In the Event of an Actual Emergency**

In the event of an actual emergency:

- Call 911.
- Call the Property Manager.
- Follow fire emergency instruction.
- Evacuate the premises in an orderly manner.
- Follow the established procedure for evacuating physically impaired persons and help injured people evacuate.
- If required to evacuate, evacuate speedily, but do not run.
- Use proper emergency exits.



# The Retirement Systems of Alabama

## ATF BOMB THREAT CHECKLIST

Exact time of call: \_\_\_\_\_

Exact words of caller: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Questions to ask?

1. When is the bomb going to explode? \_\_\_\_\_

2. Where is the bomb? \_\_\_\_\_

3. What does it look like? \_\_\_\_\_

4. What kind of bomb is it? \_\_\_\_\_

5. What will cause it to explode? \_\_\_\_\_

\_\_\_\_\_

6. Did you place the bomb? \_\_\_\_\_

7. Why? \_\_\_\_\_

8. Where are you calling from? \_\_\_\_\_

9. What is your address? \_\_\_\_\_

10. What is your name? \_\_\_\_\_

Caller's Voice (circle):

Calm

Disguised

Nasal

Angry

Broken

Stutter

Slow

Sincere

Lisp

Rapid

Giggling

Deep

Crying

Squeaky

Excited

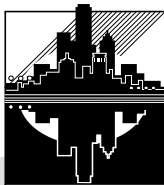
Stressed

Accent

Loud

Slurred

Normal





# The Retirement Systems of Alabama

If the voice is familiar, whom did it sound like? \_\_\_\_\_

Were there any background noises? \_\_\_\_\_

\_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

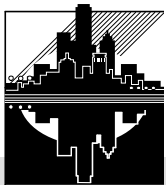
\_\_\_\_\_

Person receiving the call: \_\_\_\_\_

Telephone number call received at: \_\_\_\_\_

Date: \_\_\_\_\_

Report call immediately to: \_\_\_\_\_



# The Retirement Systems of Alabama

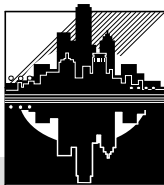
## Power Failure

Should a power failure occur, it typically will affect either an isolated area of the Building or a large geographic area of which the Building is a part.

All public areas are equipped with exit signs and emergency lights in accordance with codes, which will remain lit in a general power failure.

In the event of an electrical failure, please observe the following guidelines:

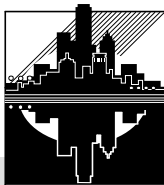
1. Call the Building Manager.
2. Open all blinds and drapes to let in outside light. If there is adequate lighting from windows, continue to perform assigned tasks as well as possible.
3. If you are instructed to evacuate the Building, lock all areas of your premises and proceed immediately to the proper emergency exit.
4. Do not congregate in the lobby areas or in the street.
5. If you are trapped in an elevator during a power failure, do not panic. Wait for assistance. Your elevator will cease operation, but will not fail. Do not attempt to force the doors open or escape through the roof hatch. Use the elevator telephone to contact the Capitol Police for information and to notify them of your location.
6. The emergency generator is designed to bring one elevator at a time to the lobby level. If you are in an elevator during a power failure, please remember that it may take some time to recall all the elevators. Passengers will be advised of the status and delay time over the elevator Voice Communication System.
7. Building Management will notify you as soon as possible when power will be restored.



# The Retirement Systems of Alabama

## Medical Emergencies

1. In case of a medical emergency call 911 for an ambulance.
2. Notify the Building Manager's Office or the security desk so an elevator can be waiting for the ambulance crew. If a private physician has been called, let the Building Manager's Office know so the doctor can be escorted directly to the suite where the person in distress is located.
3. Post one person at the freight elevator on your floor to escort the medical team to the person in distress.
4. The freight elevator is designed to fit most equipment used by emergency crews.



# The Retirement Systems of Alabama

## **Inclement Weather: Including Tornadoes**

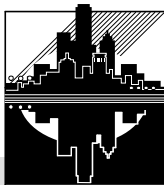
RSA Buildings are designed to withstand many inclement weather conditions. However, we ask each tenant's floor warden to pay particular attention to the weather when conditions are favorable for severe weather.

The greatest weather threat in this region of the country is usually from tornadoes. However, following some simple common sense guidelines and knowing what the warnings mean can make a lot of difference in these situations.

Tornadoes are always preceded by heavy thunderstorm activity, so know these warnings:

1. **THUNDERSTORM WARNING:** This means conditions are favorable for the development of severe thunderstorms with strong winds and even hail. Tenants should be prepared to go to a safe area like interior hallways that are away from windows and exterior doors because tornadoes arise from these types of storms, sometimes before **TORNADO WARNINGS OR WATCHES** can be issued.
2. **TORNADO WATCH:** Means tornadoes are expected to develop; go ahead and move to a safe area on your floor.
3. **TORNADO WARNING:** Means a tornado has been sighted or indicated on radar. If the Building is in the Warning area, move immediately to a safe area.
4. If the sound of "an approaching freight train" is heard, individuals should lie down next to the wall closest to hallways. Individuals should seek an area away from glass windows or doors.

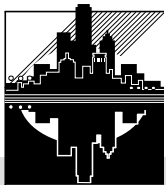
The Building Manager's Office will do everything possible to inform all tenants of existing warnings and watches, but each tenant should be on alert when there is the possibility of severe weather in the area and take appropriate action for themselves by being aware of the safest places to go.



# The Retirement Systems of Alabama

## Tenant Improvements & Alterations

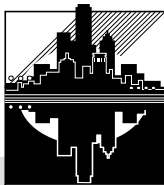
- **RSA Construction Guidelines & Procedures**
- **Guidelines for Installing Communication & Computer Lines**



# The Retirement Systems of Alabama

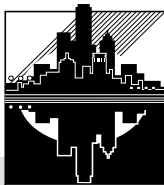
## **RSA Construction Guidelines and Procedures**

1. Lessee shall make no structural alterations or structural additions of any kind in or to the Premises without first obtaining Lessor's written consent. Lessor reserves the right to approve plans and specifications for such alterations or additions;
  - (i) Lessee shall furnish to Lessor copies of "as-built" plans and specifications for such alterations or additions upon completion;
  - (ii) Lessee shall only use contractors who are first approved by Lessor and such contractor shall furnish to Lessor reasonable evidence that insurance coverage and worker's compensation coverage in proper amounts is maintained and in form satisfactory to Lessor;
  - (iii) Lessee shall cause such work to be diligently performed in a good and workmanlike manner using materials of a quality equal to or exceeding the quality of materials used by Lessor in construction;
  - (iv) Lessee shall cause such work to be performed in accordance with all applicable business codes and other governmental regulations;
  - (v) Lessee shall cause such work to be completed and paid and shall discharge any and all liens or claims of lien arising therefrom. If Lessee disputes any such lien or claim of lien, Lessee may post bond to remove the lien from the Premises in accordance with the laws of the State of Alabama. All such work, including additions, fixtures, and leasehold improvements (but excluding moveable office furniture and equipment and other personal property of Lessee) made or placed in or upon the Premises by either Lessee or Lessor shall be and become the Lessor's property at the termination of this Lease by lapse of time or otherwise, all without compensation or payment to Lessee, and shall remain upon and in the Premises.
  - (vi) All work performed shall be done in such a manner as not to disturb or disrupt the operations of the Building or of any other Lessees situated in the Building. Following completion of any changes, additions or improvements, Lessee shall furnish Lessor with current "as-built" drawings and specifications for the Premises reflecting such changes, additions or improvements made to the Premises. Any increase in real estate taxes or insurance premiums on the Building attributable to such change, addition or improvement shall be paid by Lessee as additional rent.
  - (vii) Lessor will make payments on alterations and additions based upon Lessee's request for progress payments made not more than monthly. Request for payment must include Lessee statement that work is complete and include any signoffs by architect including proper lien, waivers, etc.



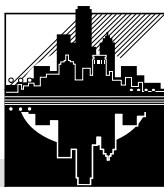
# The Retirement Systems of Alabama

- (viii) At Lessor's election, Lessor may hire at Lessee's sole cost and expense, a qualified individual and/or firm to monitor Lessee's work to ensure quality and conformity to approved plans and specifications.
- 2. Lessee agrees to comply with the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) Any alterations or additions to the premises or work that is required to bring the Premises into compliance are at the Lessee's sole cost and expense (but subject to Lessor's prior written approval, Lessor's approval however does not mean that the alterations or additions are in compliance with ADA). Lessee shall, make each and every alteration or addition to the Premises required to bring the Premises into compliance with the requirements imposed by the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and any regulations promulgated pursuant thereto effective from time to time during the term of this Lease, and any period of holding over by Lessee, if
  - (a) The requirement for such alteration or addition arises as a result of:
    - (1) Any alteration or addition by Lessee.
    - (2) Any violation by Lessee of any ADA Requirements.
    - (3) A special use of the Premises or any part thereof by Lessee or any assignee or sub-Lessee of Lessee (including but not limited to use for a facility which constitutes, or if open to the public generally would constitute, a "place of public accommodation" under the ADA Requirements).
    - (4) The special needs of the employee(s) of Lessee or any assignee or sub-Lessee of Lessee.
  - (b) The ADA requirements would otherwise make Lessee rather than Lessor primarily responsible for making such alteration or addition.
  - (c) Lessee is obligated to comply with any Federal, State and Local rules, laws, requirements, etc.



# The Retirement Systems of Alabama

1. Lessee should contact Building Manager and discuss proposed modification. Lessee must sign **Tenant Improvement Request** form, which obligates them to pay any and all expenses (including architectural fees for providing an estimate) incurred in connection with the improvement, from obtaining an estimate through the completion of construction (if the work is completed).
2. If Building Manager approves modification, he/she will describe scope of work on the **Tenant Improvement Request** form, sign approval, and submit COPIES of the completed form (including Lessee signature), to RSA Property Manager and the RSA Building Expense Fund Controller.
3. The RSA Property Management Group will administer the project and inform the Lessee in writing of the total cost of the project and architect's fee if they choose not to proceed with the project.
4. RSA Controller will submit estimate to Lessee and will obtain Lessee approval/disapproval signature by indication on **Tenant Improvement Agreement** form. Signed approval will be returned to RSA Controller who will forward copies to RSA Property Manager.
5. Note: The RSA Property Manager and the Building Manager of concern are responsible for contracting with the contractor and will oversee completion of Lessee's work at Lessee's expense. The construction contract follows the same procedure as all RSA Building Expense Fund contracts.
6. If scope of work is revised, adjusted estimate (or change order) from architects will be sent to RSA Controller. The approval process repeats (as in #4-6) until a final estimate and scope of work is agreed upon.
7. Final signatures of approval will be required on the **Tenant Improvement Agreement** form before commencement of construction.



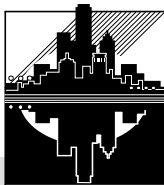


# The Retirement Systems of Alabama

## Procedure for Using Outside Contractors

All contractors are required to provide a certificate of insurance with the following:

- a. Requires waiver of subrogation on all policies for companies working on site.
  - b. Requires the RSA be named as an additional insured on the certificate of insurance.
  - c. Requires 30 days written notice prior to cancellation on vendors policies ("will attempt to provide to notice" clause is unacceptable).
  - d. Requires proof of transport vehicle liability coverage.
  - e. Certificate holder shall be the tenant or the Retirement Systems of Alabama.
1. Lessee shall ensure adequate protection to the building walls, floors, carpet, doors, and corners on the floor the work is scheduled. All protective material must be removed and area cleaned of all debris daily from all public areas.
  2. Lessee and Contractors will pay for all damages resulting from the work.
  3. No Saturday or Sunday work without approval.
  4. No unbecoming conduct will be tolerated by any contractor's employees.
  5. No trucks blocking or waiting in the street.
  6. The building has a return air ceiling therefore plenum rated cable must be used.
  7. All cables must be installed in conduit or the cable tray system.
  8. Lessee and/or contractor shall be responsible for contractor's parking. Unauthorized vehicles will be towed at owner's expense.



# The Retirement Systems of Alabama

## **Disclaimer**

The above may be changed at any time by the building management and/or ownership. While every effort has been made to ensure the exactness of the information contained herein, the RSA does not guarantee its accuracy.

