



# THE COVE TENANT HANDBOOK Oyster Point Blvd South San Francisco, CA 94080

http://covessf.com/





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#### I. MOVE-IN INFORMATION

In preparation for your move to The Cove, we have included the below information to assist with an easy move-in process.

It is required that you complete the following forms and return them to the Management Office prior to your scheduled move-in. When submitting the forms, please keep one copy for you and return the original to the Management Office. If you have any questions, please contact the Management Office at (415) 772-0481.

## IMPORTANT FORMS TO PROVIDE MANAGEMENT OFFICE BEFORE MOVE-IN (See Section VIII)

- □ Tenant Contact Information Sheet
- □ PG&E Energy Star Benchmarking Form
- □ Certificate of Insurance for Moving Company and other Vendors doing work in the space (Refer to Certificate of Insurance Requirements in Section VIII)

#### **UTILITY CONTACT NUMBERS**

**Rubbish:** South San Francisco Scavenger (650) 589-4020

Water Service: California Water Service Company (650) 558-7800

Gas and Electric Service: Pacific Gas & Electric (800) 743-5000

#### CITY OF SOUTH SAN FRANCISCO BUSINESS LICENSE

In order to operate a business in South San Francisco, you must have a Business License on file with the City. If you have any questions, please call City of South San Francisco at 650-877-8505 or visit <a href="http://www.ssf.net/index.aspx?nid=607">http://www.ssf.net/index.aspx?nid=607</a> for more information



#### II. MANAGEMENT OFFICE INFORMATION

#### **IMPORTANT NUMBERS**

**After-Hour Call Center:** 

415-772-0481

#### **Management Office:**

CBRE 101 California Street, 22<sup>nd</sup> Floor San Francisco, CA 94111 415-772-0481 Main Office 415-772-0459 Fax

#### **Management Office Staff:**

Carey Liggett	Senior Real Estate Manager	Carey.liggett@cbre.com	415-772-0173
Megan Kershek	Associate Real Estate Manager	Megan.kershek@cbre.com	415-772-0183
Max Mendes	Real Estate Services Administrator	max.mendes@cbre.com	415-772-0213
Jay Amaral	Chief Engineer	Jay.amaral@cbre.com	510-377-2882
Jeff Houghton	Engineering Manager	Jeff.houghton@cbre.com	408-786-7449

#### **BUSINESS HOURS & HOLIDAYS**

#### **Office Hours:**

Monday – Friday 9:00 a.m. to 5:00 p.m.

#### **CBRE OBSERVES THE FOLLOWING COMPANY HOLIDAYS:**

New Year's Day Day After Thanksgiving

Martin Luther King Jr. Day Christmas Eve

President's Day Christmas Day

Memorial Day New Year's Eve

Independence Day

**Labor Day** 

Thanksgiving Day



#### III. BUILDING OPERATIONS

#### **HOURS OF OPERATION**

**151 Oyster Point Blvd:** 7am to 10pm **171 Oyster Point Blvd:** 7:00am to 7:00pm

#### **AFTER HOURS PROCEDURES**

Tenants must use their key card for after hour entry.

#### **GENERAL SAFETY GUIDELINES**

For your safety, your cooperation is asked in observing the following building safety guidelines:

- 1. Notify the Management Office of loiterers or suspicious persons on the premises.
- 2. Turn away all solicitors and report solicitors to the Management Office.
- 3. Always lock your building when there is no one in the office —even if you have just stepped out for a quick moment.
- 4. Always remember to take your building keys and building access card with you when you leave the premises.
- 5. Do not leave personal valuables unguarded in reception areas, on desk tops or in unlocked drawers.
- 6. Notify the police and the Management Office of any crimes.
- 7. Notify management office asap and collect keys and building access cards from employees who have resigned or have been terminated from your firm so keys can be changed/deactivated.
- 8. Copy and distribute these general guidelines to your entire office staff.

#### **BUILDING MAINTENANCE**

Building Engineers are available to maintain campus operations and to complete work orders. Please email building management for all requests and issues. In an emergency please call.

#### **Urgent Requests**

Please notify the **Management Office at (415) 772-0481** of any URGENT maintenance or repair requests, or requests requiring immediate attention. We will have a building day-porter or a building engineer assist you as soon as possible.

When requesting Maintenance, please be prepared to provide the following information:

- 1. Your name, company name and address
- 2. Contact phone number and email
- 3. Clearly identify the nature and location of the problem

#### **General Maintenance Requests**

For general maintenance requests not requiring immediate attention, please email property management. An engineer or property staff will then be assigned the work order to respond to the problem.

#### **MAIL ROOM**

The mail room is located on the ground level of the building 151 Oyster Point. UPS and Fed-Ex have Outgoing boxes for packages.



#### **Outgoing Mail**

USPS, UPS and Fed-Ex are all accessible via the mail room. If you should require a daily pick-up, please arrange through your company's office manager.

#### **Incoming Mail**

All deliveries to tenants must go through the freight elevator. Please inform and update the Management Office on who the shipping and receiving contact is per each floor. All tenants are responsible for signing, accepting and removing all packages from the loading dock area.

#### **PARKING**

#### **Parking Guidelines & Reminders**

To ensure the safety of our visitors and proper use of our parking lot please adhere to the following guidelines:

- 1. Phone the Management Office if you observe any hazards in the parking areas.
- 2. Remember to always lock your vehicle and remove any valuables including cellular phones. We are not responsible for any damages to or theft from your vehicle.
- 3. Please be considerate and ask your guests to be considerate of short term parking restrictions.
- 4. Please observe all directional, speed limit and stop signs throughout the parking area.
- 5. Do not park illegally or in fire lanes. Cars parked in these areas are subject to citation and/or towing.
- 6. Employees, who need to park their vehicles overnight at the premises, please email <a href="mailto:BritanniaParking@cbre.com">BritanniaParking@cbre.com</a> with the following information regarding the vehicle:
  - A. Color
  - B. Vehicle Make
  - C. Vehicle Model
  - D. Vehicle License
  - E. Location where the vehicle is parked
  - F. Contact Information
  - G. Dates of when vehicle will be parked onsite
- 7. Trailers and towed vehicles are not permitted in the parking areas.
- 8. Handicapped spaces are reserved for disabled persons only. Cars illegally parked in these areas are subject to citation and/or towing.
- 9. All vehicles must be parked in designated stalls and may occupy only one space.

#### **EV CHARGERS (See Exhibit B)**

Please follow the instructions listed in Exhibit B to sign up and register your vehicle. The EV Chargers at The Cove are for tenants and guests. Each station charges \$0.17 per kilowatt hour for tenants and \$0.25 per kilowatt hour for guests. Guests lingering over 4-hours will be charged \$2.50 per hour. Tenants do not get charged for lingering but should be respectful of all others who need to access the stations. Over-parking in these stations will go noticed and your vehicles will be cited as violating campus policy.

Please be courteous of fellow tenants and remove your car from the charging stations/parking spots once fully charged.



#### **VENDOR REGULATIONS**

When arranging for services provided by an outside vendor for work in the building, tenants and vendors are asked to please comply with the following guidelines:

- Inform the Management Office at (415) 772-0487 in advance of performing any work. The
  vendor will need to provide a Certificate of Insurance, and depending on the scope of work, the
  Property Manager may request additional information, including drawings, detailed scope of
  work, copies of permits, etc.
- The Vendor must provide a Certificate of Insurance to the Management Office prior to starting any work.

CBRE, Inc. and HCP, Inc. must be named as Additional Insureds and Certificate Holder. An **Additional Insured Endorsement Form** (found in Section VIII of this Manual must be included as part of, but separate from, the Certificate of Insurance in order for it to be acceptable. A copy of the certificate may be emailed to megan.kershek@cbre.com or max.mendes@cbre.com.

#### RENT PAYMENT INFORMATION

Rent is due on the 1<sup>st</sup> of each month. Your monthly rent statement will list amounts due for the month, including past due charges and outstanding credits. Your monthly rent statement will include a return remittance slip with our lock box address and a return envelope. Please include the remittance slip to ensure appropriate credit to your account.

#### If by check, remit to:

HCP Life Science REIT File 51142 Los Angeles, CA 90074-1100

#### If by ACH, remit to:

HCP Life Science REIT Bank of America ABA: 121000358 Acct: 1235928034

#### If by Wire, remit to:

HCP Life Science REIT Bank of America ABA: 026009593 Acct: 1235928034

#### If by overnight mail, remit to:

Bank of America Lockbox Services Lockbox 51142 2706 Media Center Drive Los Angeles, CA 90065-1733

#### **SMOKING**

In compliance with State Law, smoking is prohibited inside the building. Please use designated smoking areas and refrain from smoking at building entryways or in stairwells. Do not discard of cigarette waste on walkways, planters or building landscaping.

#### **SOLICITORS**

The campus has adopted a "No Solicitors" policy. Please notify the Management Office at 415-772-0481 of any solicitors on the premises.



#### **SECURITY**

**Hours of Lobby Security** 

**151 Oyster Point Blvd:** 7am to 10pm **171 Oyster Point Blvd:** 7:30am to 4pm

#### **Hours of Rover Security**

10pm to 7am

#### **Security Escort**

Should any tenant request a security escort to their car, please contact: Security Management at (650) 642-8160

When requesting a security escort, please be prepared to provide the following information:

- 1. Your name, company name and address
- 2. Contact phone number

#### LOADING DOCK AND FREIGHT ELEVATOR

#### **Hours of Loading Dock/ Freight Elevator Officer**

Please contact your facility manager for further direction.

#### **Gate Hours of Operation**

Please contact your facility manager for further direction.

#### **Gate After-Hours Access**

Please contact your facility manager for further direction.

#### **Freight Elevator Access**

Access is programed through tenant keycards by the Management Office. The freight elevator is the only elevator that can be used for moving. It must remain padded during the move, TI project or for large deliveries.

#### **Large Deliveries of Furniture & Equipment**

All deliveries requiring use of the loading dock and freight elevator for more than one-half hour must reserve the loading dock and freight elevator in advance with the Management Office. All Vendor's must provide a Certificate of Insurance for these deliveries.

For major furniture and equipment deliveries (or pick-ups), tenants must schedule vendors to stage in the loading dock outside of normal business hours to allow for regular weekday scheduled freight. Please notify building management of any deliveries scheduled outside of business hours so we can securely monitor the situation.

Please email the vendor's Certificates of Insurance including the listed endorsements (Exhibit C) to management.

You may also inquire with the Management Office to see if the vendor has a valid and complete COI submitted for work/service at The Cove.



#### **Every-Day Nature Deliveries**

No reservation required if the delivery is no more than 30 minutes. (Example: Staples is delivering your office supplies)

\*\*Please notify the property management team on your company policies and procedure for your loading dock.

#### **Damages to the Loading Dock**

Any damage done to the dock must be fixed by the parties involved through approved vendors of the CBRE management team. Notification to property management **must be in writing within 24-hours of the incident which occurred**.

The below items must be included in the report:

- A photo-copy of the drivers license
- Photos of the company truck responsible for the damage
  - Company name
  - License plate
  - Truck VIN number
  - Damage to the vehicle
- Photos of the damaged area(s) in the loading dock
- A written description of the incident including full names of witnesses and contact info must be included in the report.

The report must clearly state who documented the incident, full name, contact info, date of incident, time of incident and date of report.

#### **IMPORTANT FACTS ABOUT 111 & 121 LOADING DOCK**

- The height clearance for trucks is 14'-2"
- The freight elevator allowable load as shown in the shop drawings is 2,372 lbs

#### **TENANTS RIGHTS**

Construction within a suite, which may cause disturbances to the neighbors, must be approved by building management 3-days prior to the work being scheduled. This includes, but is not limited to; the moving of large equipment, floor coring, wall drilling, ceiling work, and restroom restorations.

Management is happy to meet to discuss The Cove moving requirements further. Please contact us for further questions.



#### IV. SUSTAINABILITY

CBRE and HCP are committed to sustainability and have made significant efforts to implement sustainability practices within the Britannia Life Science portfolio in the Bay Area.

#### **ENERGY AND WATER CONSERVATION**

Please see below a list of tips on how to better utilize your space while conserving resources. Many of these tips are low-cost or no-cost solutions. We recommend considering what green upgrades will be a good fit for your space and contacting PG&E to find out what rebate programs are available.

#### Tips for Space Utilization – Toward a Greener Tomorrow

#### **Energy and Lighting**

- o Install interior lighting sensors that lower lights during peak sunlight hours.
- o Install motion detectors in offices and conference rooms to ensure lights are only in use when rooms are occupied.
- o Install timers and program lighting to turn off at set times/or based on use.
- o Retrofit all T12 lamps to high-efficiency T8 or T5 lamps.
- Harvest daylight by installing light sensors in atriums and along window lines.
- Install high efficiency LED exit signs.
- o Conduct an energy audit.
- o Work with janitorial staff and occupants to ensure all energy-consuming equipment is turned off when not in use.

#### **HVAC**

- Ask your HVAC vendor to inspect thermostats semi-annually to ensure they are working properly.
- Set thermostats to energy-efficient heating/cooling levels during weekends and evenings.
- o Turn off heating, cooling and lights in unoccupied spaces.
- Utilize air and water economizers to take full advantage of free cooling.
- o Reduce food facility set points (HVAC and hot water) during closed hours.
- Avoid placing lamps near the thermostats in your space (heat requires HVAC to work harder than necessary).

#### **Water Conservation**

- Use aerators and water restrictors on all faucets.
- Use low-flow toilets for all restrooms and waterless or low-flow urinals.
- Monitor your water bill for unusually high use. Your bill and water meter are tools that can help you discover leaks.

#### **ENERGY STAR**

All buildings in the portfolio are benchmarked through Energy Star, pursuant to California law, AB 1103 that requires all commercial building owners in the state to benchmark the energy consumption of their properties. The benchmarking is done through an interactive energy management tool called Energy Star Portfolio Manager maintained by the US EPA, which tracks energy and water consumption. This legislation will enable anyone looking to purchase, finance or lease a commercial property the ability to compare performance in terms of energy consumption.



Tenant Participation: In many cases, the utility meters and accounts are in the tenant's name. Therefore, we require our tenant's participation to enable CBRE to input your utility information into EPA Energy Star Portfolio Manager and satisfy the mandate of AB1103. Please see Section VIII for a copy of the Data Release Authorization for Benchmarking Analysis Form.

#### **RECYCLING**

CBRE and HCP encourage our tenants to recycle. It not only helps save the environment, but it will also help reduce your trash expenses. Please contact the local waste disposal company to order your recycling and composting bins. To encourage recycling in the office, set-up clearly-labeled recycling stations in break-rooms and copy-rooms. We also suggest providing a recycling bin at each desk and designating an area in the office to collect batteries, cell phones, and other electronics for recycling. Please click here to access a list of items that can be recycled, composted or thrown away, including printable signs for your suite.

#### **COMMUTE ALTERNATIVES**

As part of the effort to reduce our carbon footprint, we encourage tenants to utilize mass transit and alternate commute methods to get to work. At our South San Francisco properties, we have a valuable Transportation Demand Management program in place that provides information on commute options in the South San Francisco area; please visit <a href="http://britanniacommute.org/">http://britanniacommute.org/</a> for more information on shuttle routes, transit, carpools, vanpools, bike parking, etc. (Also see Exhibit D)

Local Resources for Bay Area Commute Information:

- 511.org, services Bay Area Ride matching services, transit information, traffic status and trip planning call 511 or visit www.511.org
- Alliance Peninsula Traffic Congestion Relief Commute options and financial incentives, www.commute.org

Please find below commuter benefits that we recommend you consider offering for your employees:

- Encourage biking to work.
- Encourage carpooling, use of mass transit, and shuttle services.
- Utilize teleconference and video-conferencing to reduce travel.
- Provide commuter incentives to employees and/or offer telecommuting options.



#### V. BUILDING RULES & REGULATIONS

These Rules & Regulations, as amended from time-to-time by HCP Oyster Point III, LLC ("Landlord"), shall govern all activities which take place at The Cove in South San Francisco, California ("the Center"). As used in these Rules & Regulations, the term "Tenant" includes any person or entity that leases space in the Center from Landlord and any person or entity that subleases spaced in the Center from another occupied by a particular Tenant under that Tenant's Lease with Landlord or sublease from another Tenant.

- 1. All loading and unloading of goods shall be done only at such times, in such areas, and through such entrances as may be designated for such purposes from time-to-time by Landlord. Each Tenant shall load and unload goods only in the areas and through the entrances assigned to that Tenant by Landlord for that purpose. No Tenant shall in any way obstruct any other Tenant's designated location for loading and unloading of goods nor otherwise impede or hinder any other Tenant's ability to use its designated location for the loading and unloading of goods.
- 2. All garbage and refuse shall be kept in containers specified or approved by Landlord, shall be placed in the location or designation by Landlord and shall be prepared for collection in the manner and at the times and places required by the trash collection service for the Center. Tenant shall refrain from placing any of its garbage or refuse in receptacles assigned to any other Tenant or, on the ground in or around the trash enclosure. Each Tenant shall pay the cost of removal of its refuse or garbage. If Landlord shall designate a service for picking up refuse and garbage, each Tenant shall use the same at that Tenant's cost. No Tenant shall place in any trash receptacle any material, which cannot be disposed of, in the ordinary practice of trash disposal. Trash receptacles in the Center are intended solely for the disposal of refuse or debris from the respective Tenant's business activities conducted within its Premises, and are not to be used for refuse or debris generated by a Tenant's off-site activities.
- 3. No Tenant shall, without first obtaining the written consent of Landlord, (i) erect any antenna or dish, loudspeaker, recreational equipment, or other improvement, on the roof or exterior walls of the Premises or, on the grounds of the Center, or, (ii) make any penetration in the roof or exterior walls of the Premises. Any such work or improvement that is completed without first obtaining the written consent of the Landlord may be removed without notice at any time at the sole cost of the Tenant who completed the work or improvement.
- 4. No Tenant shall, without first obtaining the written consent of Landlord, use any loudspeaker, television, phonograph, radio, or other similar device in such a manner that the device may be heard or seen outside of the Premises. Each Tenant shall conduct its business in a quiet and orderly manner so as to not create unreasonable noise.
- 5. No Tenant shall, without first obtaining the written consent of Landlord, inscribe, display, print or affix any sign, placard, picture, advertisement, name or notice on or to any part of the Center or of the Premises if that sign, placard, picture, advertisement, name or notice would be visible from the outside of the Premises. All Tenants' identification signs and lettering shall be completed in accordance with all applicable laws and restrictions. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of the respective Tenant by a person approved by the Landlord.



- 6. The sidewalks, driveways, passages, parking lots, exits and entrances in the Center shall not be obstructed by any Tenant or used by any Tenant for any purpose other than ingress and egress to and from the Center and parking adjacent to the Tenant's Premises. No Tenant shall in any way impede, obstruct or restrict any other Tenant's ingress or egress from that other Tenant's Premises or related facilities. The sidewalks, driveways, passages, parking lots, exits and entrances of the Center are not for the use of the general public. Landlord retains the right to control and prevent access to such areas by any and all persons whose presence, in Landlord's judgment, might be prejudicial to the safety, character, reputation, and interests of the Center and its Tenants. However, nothing contained within this paragraph shall be construed to prevent such access by any person with whom a Tenant normally deals in the ordinary course of the Tenant's business, unless such person is engaged in illegal activities, is engaged in activities not permitted by the terms of the Tenant's Lease with Landlord, or is creating a nuisance.
- 7. The outside areas immediately adjoining each Tenant's Premises shall be kept unobstructed and clear and free from dirt and rubbish.
- 8. No Tenant shall park or permit the parking of any vehicle under its control or the control of any employee, invitee, contractor or agent of that Tenant in any parking area assigned by Landlord to another Tenant. The only vehicles allowed to be parked in the parking area are automobiles, motorcycles, motor-driven or non-motor-driven bicycles or trucks. All vehicles must be parked entirely within the painted stall lines of a single parking stall. Each Tenant shall be responsible for insuring that its employees, invitees, contractors and agents observe all parking regulations as stated by Landlord from time-to-time. Vehicles parked in violation of the foregoing Rules shall be subject to removal by Landlord at the sole cost and expense of the vehicle owner.
- 9. Each Tenant shall be responsible for insuring that its employees, invitees, contractors, and agents refrain from conducting any of the following activities in the common areas: auto detailing or cleaning, oil changes, glass repair or replacement, auto mechanical or maintenance work, and vehicle storage. The above does not include towing an inoperable vehicle from the site, flat tire repair, or emergency use of jumper cables.
- 10. The plumbing facilities in the Center shall not be used for any other purpose other than that for which they are constructed, and no foreign substances of any kind whatsoever shall be placed therein. Each Tenant shall bear the cost of any breakage, stoppage, or damage resulting from the violation of this Rule by that Tenant or by that Tenant's employees, invitees, contractors, or agents.
- 11. Each Tenant shall use, at that Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.
- 12. No Tenant shall cause or permit any obnoxious or foul odors that disturb the public or other Tenants. If any such odors occur from time-to-time, the Tenant shall, upon written notice from Landlord, take immediate steps to remedy the problem and prevent a recurrence thereof.
- 13. The Premises shall not be used for the storage of merchandise by any Tenant or its employees, invitees, contractors or agents, except as such storage may be incidental to the use of the Premises authorized by the Lease between the Tenant and Landlord. In no event shall goods or materials of any kind be stored by a Tenant in any common areas of the Center or in any other location visible from the exterior of the Premises.



- 14. No portion of the Center shall be used for lodging, including (but not limited to) sleeping overnight in the Premises or sleeping in any vehicle parking in the parking area of the Center.
- 15. No Tenant, nor any Tenant's agents, servants, employees, contractors, visitors, or licensees, shall at any time bring or keep any live animal in or about the Premises or the Center.
- 16. No Tenant, nor any Tenant's agents, servants, employees, contractors, visitors or licensees, shall at any time bring or keep upon the Premises or in or about the Center any inflammable, combustible or explosive fluid, chemical, or substance, except such fluids, chemicals, or substances reasonably related to the use of the Premises expressly authorized in the Lease between that Tenant and Landlord, or required for use with that Tenant's office and printing equipment. Any such fluids, chemicals, or substances shall be stored only in amounts that are reasonable for such approved use, and only in compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.
- 17. Landlord will furnish each Tenant with two (2) keys to each door lock in such Tenant's Premises free of charge. Landlord may make a reasonable charge for any additional keys made at the request of the Tenant. No Tenant shall, without the prior written consent of Landlord, (i) place any additional lock, bolt, or mail slot upon any of the doors or windows of the Premises, nor (ii) make any change in the existing locks or the mechanism of those locks. If Landlord gives its written consent to any change listed in the previous sentence, the Tenant shall furnish Landlord with a key for any such lock.
- 18. Each Tenant shall ensure that the doors of its Premises are closed and locked, that all water faucets, water apparatus, all equipment, lights and other utilities are shut off before the Tenant or its employees leave the Premises, so as to prevent waste or damage.
- 19. Employees, agents, and contractors of Landlord shall have no obligation to perform work for any Tenant or to do anything outside the scope of their regular duties for Landlord at the request of any Tenant, unless under specific written instructions from Landlord.
- 20. Each Tenant shall comply with all safety, fire protection, and evacuation procedures and regulations established by Landlord and any governmental agency. Each Tenant agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by Landlord or by any such governmental agency, and each Tenant shall also provide Landlord with the name of a designated responsible employee to represent the Tenant in all matters pertaining to such fire or security regulations.
- 21. Each Tenant assumes all responsibility for protecting its Premises from theft, robbery, and pilferage, which responsibility includes keeping doors, and other means of entry to the Premises, closed and locked when the Premises are unattended.
- 22. Each Tenant shall comply with any and all federal, state, or local laws, rules, regulations, ordinances, or other enactments regarding conservation of water, electricity, or other utilities.
- 23. Water, electrical and, other utility connections in the common areas of the Center are for use solely by the Landlord and its agents and contractors in providing maintenance, lighting, and other services to the common areas of the Center, and shall not be used by any Tenant or its employees, invitees, agents, or contractors.



- 24. Landlord shall not be responsible to any Tenant for the non-observance or violation of these Rules & Regulations by any other Tenant.
- 25. Each Tenant shall be responsible for the observance of these Rules & Regulations by that Tenant's employees, agents, contractors, customers, invitees, visitors, and guests.
- 26. Landlord may waive any one or more of these Rules & Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules & Regulations in favor of any such other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules & Regulations against any and all of the Tenants of the Properties.
- 27. Each Tenant shall ensure that its employees, agents, contractors, customers, invitees, visitors, and guests do not rollerblade or skateboard in any parking lots or common areas of the Center. Trespassers seen using the property for the above activities should be immediately reported to CBRE at (415) 772-0481.
- 28. These Rules & Regulations are in addition to, and shall not be construed to modify or amend in any way, the terms, covenants, agreements, and conditions of (i) any Lease of any Premises in the Center, and/or (ii) any Declarations of Covenants, Conditions and Restrictions, or similar documents applicable to the Center, including (but not limited to) the Declaration of Covenants, Conditions and Restrictions for The Cove, as amended from time-to-time.
- 29. Landlord reserves the right to issue such other reasonable Rules & Regulations as, in its judgment, may from time-to-time be necessary or appropriate for the safety, care and cleanliness of the Center, and for the preservation of order therein.

#### **BUILDING KEYS, ACCESS CARDS AND SURVEILLANCE CAMERAS**

#### General:

- 1) Control keys and key cards are necessary to maintain appropriate security and safety measures and to safeguard all buildings, equipment and other facilities.
- 2) All key access cards are the responsibility of property management and Tenants
- 3) Maintenance of all access systems including locking devices, electronic access control devices, and cameras, is the responsibility of Property Management and Engineering.
- 4) The possession and use of interior building keys and access cards is the responsibility of Prop Mgr & Engineering.
  - This does not apply to inside Tenant suites
- 5) Exterior door master keys are restricted and not issued without the authorization of CBRE.

#### Responsibility:

- 1) When an employee is terminated, property management is notified to begin key recall process. The notice shall indicate day on which the staff person will bring their keys to Management office to turn them in.
- 2) If the keys are not recovered by the responsible party when employment relationship ends, fees will be incurred and charged to allow door hardware modifications and re-keying to commence.



- 3) Access cards that were issued to employees who are terminated or end their employment relationship will be rendered inactive on the employee's last working day, or at the time requested by Tenant Contact.
- 4) Should loss of theft occur, the incident must be reported to Property Management immediately.

#### Fee Assessment:

In lieu of key deposit, a fee assessment schedule is implemented with the fee appropriate to the access level of the key. This fee shall be assessed when a person or department cannot account for the keys issued to them. The fee schedule is as follows:

- Lockset replacement (including keys/labor)
  - o \$100/set to a maximum of \$1,000
  - Lost Key Card Replacement Fee = \$20

Lost cards should be reported immediately to CBRE and notify a security officer that the card was lost. Refunds will not be given for found cards.

Lost cards will be deactivated as CBRE is notified.

#### **Exterior Building Access**

All employees are expected to utilize their access control cards for entry into buildings after hours.

#### **Grand Master Keys**

Exterior door building master keys will only be issued to HCP and CBRE. Building specific master keys will be installed in a "knox" boxes to allow Fire Department Emergency Response access per regulatory compliance requirements.

#### **Tenant Improvements/Renovations/Contractor Access**

Exterior door master keys will not be issued at any time to any consultants or contractors. No exceptions. Access cards will however be issued as needed, and when authorized in writing by responsible CBRE manager.

Leased spaces will be keyed as needed and in alignment with building policies.

Public Safety shall facilitate access control cards for tenants. Should a tenant require a temporary "generic" access control card, the property management company shall issue the card. Typically, temporary access control shall remain active for a maximum of 72 hours, however, exceptional requests to support tenants for slightly longer periods will be considered at Tenant request.



### VI. AMENITIES AND SERVICES

#### **OYSTER POINT AREA AMENITIES**

Restaurant Name	Address	Phone	Cuisine
Ali Baba	1429 San Mateo Ave	(650) 871-2221	Mediterranean
Baysider Café	290 Utah Ave	(650) 952-4662	Cafeteria
Ben Tre Restaurant	219 Grand Avenue	(650) 952-2243	Vietnamese
Buon Gusto	224 Grand Avenue	(650) 742-9777	Italian
Country Cottage Café	238 Grand Ave	(650) 873-5478	American
Darby Dan's Sandwich Co.	733 Airport Blvd	(650) 876-0122	American/Deli
Ed's Diner	348 Grand Ave	(650) 624-9166	American
El Charro Restaurant	257 Grand Avenue	(650) 873-1993	Mexican
El Farolito Taqueria	394 Grand Avenue	(650) 737-0138	Mexican
Grand Palace Restaurant	359 Grand Avenue	(650) 872-1000	Chinese
Hogan's Café	155 Terminal Ct	(650) 583-2293	American
Houlihans	275 S. Airport Blvd. S.	(650) 588-2265	American
La Tapatia	411 Grand Avenue	(650) 589-5881	Mexican
Little Saigon	7 Linden Avenue	(650) 589-1398	Vietnamese
Los Pinos	319 Baden Ave	(650) 871-8757	Mexican
Los Compadres Taqueria	116 Grand Ave	(650) 583-5772	Mexican
Luigis Sandwich Palace	326 Littlefield Ave	(650) 952-4633	Deli
Napolitana Pizza	202 Grand Avenue	(650) 873-5252	Italian
Peet's Coffee & Tea	102 Grand Ave	(650) 636-8600	Coffee House
Sodinis Bertoluccis	421 Cypress Avenue	(650) 588-1625	Italian
South Harbor Waterfront Restaurant	425 Marina Blvd	(650) 589-1641	American
Specialty's Café & Bakery	701 Gateway Blvd	(650) 634-0851	Deli/Bakery
Starbucks	329 Grand Ave	(650) 589-1939	Coffee House
Subculture Deli	151 S Spruce Ave	(650)745-6270	Deli
Subway Sandwich Shop	110 Grand Avenue	(650) 588-6755	Deli
Sushi Queen	112 Grand Avenue	(650) 952-3666	Japanese
Taqueria La Morena	307 Baden Avenue	(650) 589-4447	Mexican
Thai Satay	265 Grand Avenue	(650) 952-3439	Thai
Yoko's Japanese Cuisine	310 Linden Avenue	(650) 873-1084	Japanese
Service Name	Address	Phone	Service Type
FedEx Shipping Center,	900 Gateway Blvd	800-463-3339	Shipping
UPS	657 Forbes Blvd	650-875-8300	Shipping
US Post Office	322 S. Linden Ave	650-589-4739	Mail
Pyramid Printing and Graphics	325 Harbor Way	650-871-0290	Copy Services
Serra Yellow Cab		650-991-2345	Taxi



Allied Yellow Cab		650-777-0075	Taxi
SuperShuttle		800-258-3826	Airport Shuttle
Town Limousine		415-585-1278	Car Service
South San Francisco Conference Ctr	255 South Airport Blvd	650-877-8787	Conference Facility
Bay Area Notaries	248 Linden Ave	650-204-9870	Notary

#### **BUILDING AMENITIES**

#### **Full Service Amenities Center:**

- 30,000 sf facility
- Fitness center
- Group exercise rooms
- Bowling lanes
- Gaming area
- Cafe

#### **Campus Amenities:**

- Bay Trail access
- Bocce ball courts/Sports court
- Amphitheatre
- 20,000 sf of retail & restaurant space
- First-class hotel

#### **GENERAL OUTDOOR AMENITY HOURS**

7am to 9pm

#### **POOL TABLE**

First-come-first-serve basis

#### **BOWLING ALLEY**

The Bowling alley is on a first-come-first-serve basis, although, tenants will be able to reserve the bowling area. Bowling alley reservations and requests are to be sent to TBD.

#### **CONFERENCE ROOM**

Conference room must be reserved through Foundry & Lux by calling (650) 866-3924.

#### Seating

The table comfortably seats 12 people. The room may accommodate up to 20 with extra chairs needing advanced request.

#### WIFI

Wifi available for tenant and public use.

<sup>\*</sup>Playground equipment is available first come first serve basis and will be located at the outdoor amenity area in the rolling carts. Please return all equipment to the carts once you are through using it.



#### **FOUNDRY & LUX:**

Please contact Foundry & Lux directly for catering and special events.

WEBSITE: <a href="http://foundryandlux.com/">http://foundryandlux.com/</a>

SPECIAL EVENTS: Michelle Tejada

michelle.tejada@cafebonappetit.com

GENERAL MANAGER: Erin Rooney

erin.rooney@cafebonappetit.com

#### **HOURS OF OPERATION**

#### Coffee Bar

7am to 6pm

#### Main Dining Hall

11am to 3pm

#### Lounge

11am to 9pm

#### **FITNESS CENTER:**

Tenants have access of the fitness center via keycard. Keycards will be programed for tenant access once building management receives the signed waiver of release from the individual tenant. Please use the cleaning wipes provided to sanitize all equipment after each use. Please notify the Management Office to report any errors in equipment.

#### **Hours**

5am to 10pm, Monday - Friday

#### Lockers

Lockers are available for tenant use only while tenant is working out or remains in the gym vicinity. All lockers must be cleared of all belongings after fitness canter use. If anything remains in the lockers overnight, it will be removed and tenant can retrieve these items in the lost & found.

Lockers have a keypad combo that tenants can program per each individual use. Instructions for programing are found on the lockers.

Gym towels will be provided for tenant use on the gym floor only. Shampoo, conditioner and soap will be provided for after workout showers.

#### Yoga Room

Yoga Room is available on a first-come-first-serve basis. The fitness center is equipped with a digital personal trainer, WELLBEATS. As a member, you have access to the WELLBEATS kiosk anytime of the day. You can select any class of over 150. Please see Exhibit E for more info.



#### **BICYCLE STORAGE:**

Tenants need to store bikes at designated bike storage areas throughout the campus.

\*\*Please do not store your bikes in any stairwell. You may bring your bike into your office space but please bring your bikes through the freight elevator and not through the lobby.

#### **Bicycle Room**

The bike room is located on the ground floor of the parking structure - 101 Oyster Point Blvd. The bike room is only for day use and is not meant for long-term bike storage. Only tenants can be approved for bike room access and can be requested through the contacts below. Once approved, the employee keycard will be able to unlock the room, 24-hours a day, 7-days a week.

All bicycle must be secured and locked properly. This room is only for day use of a bicycle and is not meant for long-term bike storage. HCP, CBRE and TDM are not responsible for lost or stolen belongings.

#### **Bicycle Lockers**

Tenants may request a personal bicycle locker. Please contact property management:

Megan Kershek Megan.Kershek@cbre.com 415-772-0183

Or you may contact Elizabeth Hughes, our Commuter Coordinator:

Elizabeth Hughes elizabeth.hughes@tdmspecialists.com 408-420-2411

#### AFTER HOURS PROCEDURES

Tenants must use their key card for after hour entry

#### **GENERAL SAFETY GUIDELINES**

For your safety, your cooperation is asked in observing the following amenity safety guidelines:



#### VII. AMENITIES RULES & REGULATIONS

Our Tenant Amenities Policy Guide outlines general policies that have been established to ensure comfort, safety and enjoyment of The Cove facility. We reserve the right to deny privileges for failure to comply with these rules.

#### **Fitness Center Hours**

Regular hours of operation are Monday – Friday 5:00 a.m. - 10:00 p.m. Occasionally fitness center hours will vary to accommodate holidays or other special occasions. We will post any schedule changes at least one week in advance.

#### **Authorized Employees**

Only tenant employees who have signed the Fitness Center Waiver and have been issued an access card are allowed access to use the facilities. No visitors, guests, spouses, children or pets are permitted inside the facilities at any time.

#### **Fitness Center:**

- Tenants are required to complete the Fitness Center Waiver forms prior to use of the facility.
- Proper clothing attire and athletic shoes (no open-toed shoes) must be worn at all times when using the facilities.
- Beverages in plastic, non-spill containers are permitted in the fitness center; food items are not permitted.
- Please use a locker in the locker room to store your athletic bag or other personal items.
- Please adhere to a 30-minute time limit on cardio equipment when others are waiting.
- Perform weight lifting exercises properly, safely, and under control at all times. Please do not drop or slam weights.
- Towels and sanitizing wipes are provided; please wipe off each equipment after use.
- Please return all dumbbells, weight plates, and handles to racks after use.
- No equipment (i.e., dumbbells, stretching mats, etc.) in the Fitness Center may be taken to other parts of the amenity areas.
- Cell phones must be placed on mute or vibrate mode when used in the Fitness Center.

#### **Locker Rooms:**

- Lockers are for day use only. Please do not leave your belongings in lockers overnight.
- Do not leave valuables in day-use lockers. The Cove is not responsible for any items lost or damaged on the property.
- Locker room amenities are provided for your use while at the amenity center. No amenities or containers may be removed from the locker rooms.
- Use caution when walking on tile surfaces as floors may be slippery when wet.



#### **General Policies:**

Our policies have been established for the benefit of all tenants. The rules contained herein are not all inclusive. Additional rules may be posted in the club or on printed notices.

- The Cove observes a no smoking policy.
- We do not allow any solicitation of any kind. Outside materials may not be posted or distributed in the club, unless authorized by management.
- Instruction of training by unauthorized personnel is prohibited.
- The Cove Amenity Center is your club and your assistance in identifying destructive behavior is greatly appreciated. Vandalism or mistreatment of the property is costly and will not be tolerated.
- We maintain a Lost and Found system. If you have misplaced an item inquire at the Concierge Desk. All found items will be held for a minimum of 15 days. Unclaimed items will be donated to charity.
- The Cove Management reserves the right to revise policies and fees as deemed appropriate.

#### **Emergency Procedures:**

Your safety is our first concern. Please take a moment to review these emergency procedures.

- If you witness an emergency or accident, please advise a staff member immediately or call 9-1-1.
- In the event of a facility-wide emergency (i.e., fire, bomb threat, earthquake, etc.), we require the cooperation of all occupants in the amenity center to follow the direction of management staff, and to evacuate the building immediately, if requested to do so.
- First aid kits are located at the Front Desk.



## THE COVE :: TENANT HANDBOOK Emergency Preparedness and Life Safety

I. FIRE

Interior Fires

**Exterior Fires** 

- II. EARTHQUAKES
- III. EXPLOSIONS
- IV. MEDICAL EMERGENCIES
- V. BOMB THREATS
- VI. SUSPECTED BOMB THREATS
- VII. EVACUATIONS
- VIII. CIVIL DISTURBANCES
  - IX. ACTIVE SHOOTER RESPONSE
  - X. POWER FAILURES
  - XI. HAZARDOUS MATERIALS



#### VIII. EMERGENCY PROCEDURES

#### **EMERGENCY PHONE NUMBERS**

Emergency: 911

Fire Department: Non-Emergency: (650) 829-3950

Emergencies: 911

Police Department: Non-Emergency: (650) 877-8900

Emergencies: 911

Management Office: (415) 772-0481 After-Hours Emergencies: (415) 772-0481

#### FIRE

#### IF A FIRE IS DISCOVERED INSIDE YOUR SUITE

- 1. Advise others and move everyone away from the fire
- 2. Confine the fire by closing all doors in the area
- 3. Notify the Fire Department (911) and provide the following information:
  - Building Name
  - Building Address
  - Nearest Cross Street
  - Suite Number or Exact Location of Fire
  - Your call back number

NOTE: Do not hang up until the Emergency Operator does so.

- 4. Notify the Management Office at (415) 772-0481
- 5. Attempt to extinguish the fire only under the following conditions:
  - If the fire is small and can easily be extinguished.
  - You are familiar with the operation of an extinguisher and it can be done safely.
  - You have someone with you.
  - You have your back facing an exit.
- 6. Proceed to the nearest exit to evacuate. Exit via stairwells; do not use the elevators.
- 7. Once outside the building, move to a safe refuge area away from the building and Fire Department operations.

**NOTE:** FIRES NEED FUEL, HEAT AND OXYGEN TO SURVIVE. YOU CAN REDUCE OR EXTINGUISH FIRE BY REMOVING ANY ONE OF THESE ELEMENTS. FOR EXAMPLE, CLOSE DOORS AND USE EXTINGUISHER TO



REDUCE OXYGEN, THROW WATER ON THE FIRE TO REDUCE HEAT, AND ELIMINATE FUEL SOURCES BY REMOVING NEARBY PAPER, PLASTICS, AND OTHER FLAMMABLES.

#### IF A FIRE IS DISCOVERED OUTSIDE OF YOUR SUITE:

If you are in your suite, smoke or heat is evident in the corridor, and you are not able to exit, proceed as follows:

- 1. Call 911 and provide the following information:
  - Building Name
  - Building Address
  - Nearest Cross Street
  - Suite Number or Exact Location of Fire
  - Your call back number

NOTE: Do not hang up until the Emergency Operator does so.

- 2. Call the Management Office at (415) 772-0481
  - Report your building number, floor and suite number.
- 3. FEEL THE DOOR. If it is hot or warm, DO NOT OPEN IT!
- 4. CLOSE AS MANY DOORS AS POSSIBLE BETWEEN YOU AND THE FIRE.
- 5. IF SMOKE ENTERS YOUR SUITE FROM BENEATH THE DOOR, seal the area with a fire blanket, wet towel or other misted material.
- 6. IF SMOKE IN YOUR SUITE BECOMES UNBEARABLE, break a window for additional oxygen.
- 7. IF YOUR TELEPHONE STOPS WORKING, display brightly colored material from the window. Wave it to make it more visible to rescuers.
- 8. DO NOT JUMP!

#### **FIRE SAFETY REMINDERS**

- 1. Post Emergency Phone Numbers for all employees.
- 2. Make sure all employees are aware of the location of fire extinguishers and are familiar with how an extinguisher operates.
- 3. In a fire or other emergency, follow the instruction of your designated Floor Warden and other Emergency Personnel.
- 4. Never use the elevators.
- 5. While it is usually advised to go downward in a building during a fire, there are occasions when it may be necessary to go to an upper floor or the roof. For example, if smoke enters the stairwell, you may be driven upwards toward cleaner air.
- 6. If you encounter smoke, get down on your hands and knees. Air is cleaner and cooler near the floor. Crawl to the nearest stairwell and exit if it is safe to do so.



7. Few people are burned to death in fires. Most fire-related deaths are the result of smoke inhalation, poisonous gas or panic. Panic can be avoided by being well prepared for an emergency. Learn all the emergency procedures as if they were second nature.

#### FIRE PREVENTION TIPS

- 1. Replace any electrical cord that has cracked insulation or a broken connector.
- 2. Do not pinch electrical cords under or behind furniture.
- 3. Do not run electrical extension cords under chair mats or across doorways where they can be stepped on or chaffed.
- 4. Leave space for air to circulate around heaters and other heat-producing equipment such as copiers and computer terminals.
- 5. Turn off or unplug all appliances, including coffee makers and hot plates at the end of each workday.
- 6. Keep exits, storage areas and stairways free from waste paper, empty boxes, dirty rags and other fire hazards.
- 7. Know the locations of fire extinguishers in the building and your work area.
- 8. Remove trash on a regular basis.
- 9. Close all doors after working hours.
- 10. Discard all flammable liquids.
- 11. Observe the building's NO SMOKING policies. Never throw matches or cigarette butts into waste containers (inside or outside of building).

#### Operating a Fire Extinguisher:

- To open the cabinet, turn the handle and pull open.
- Remember the "P-A-S-S" method for effective fire extinguisher use:
  - P Pull the safety pin. This is usually the pin with a string attached.
  - **A** Aim the hose, nozzle or horn at the base of the fire.
  - **S** Squeeze the trigger handle
  - **S** Sweep from side to side and watch for the re-flash of the fire.

**NOTE:** ALWAYS MAINTAIN A THREE-FOOT CLEARANCE AREA AROUND FIRE EQUIPMENT. ONCE THE EQUIPMENT HAS BEEN USED, DO NOT TRY TO RE-HANG IT, EVEN FOR A FEW SECONDS. USED EXTINGUISHERS SHOULD BE SERVICED IMMEDIATELY!

#### **EARTHQUAKES**

#### **Earthquake Preparedness**

While the office building is structurally designed to minimize earthquake damage, it is wise for all occupants to be well prepared as well as keenly aware of the earthquake emergency procedures.

The following **SUPPLIES** will be necessary to protect and sustain your employees in the event of an earthquake:



	<b>Food</b> – stock your office with non-perishable and easy-to-store food products such as dehydrated foods and food bars.
	<b>Water</b> – keep at least a three-day supply of purified water. It is recommended that you stock two quarts of water per day, per employee.
	Emergency Lighting – flashlights, flares, light sticks.
	Batteries – keep a fresh supply
	<b>Medical</b> – keep a well-stocked First Aid Kit. Choose kits designed to treat earthquake-related injuries such as heavy bleeding, shock and broken bones.
	Blankets – lightweight fire and shock retardant emergency blankets.
	Radios – portable transistor radios with extra batteries and two-way radios.
	Fire Extinguisher
	<b>Medications</b> – persons on medication should keep a 72-hour supply in their desk.
Ad	ditional Supplies to Consider
	Heavy work gloves
	Hard Hats & Goggles
	Work shoes
	Generator
	Shovels, crowbars
	Catalytic heater
	Dust masks
	Chemical toilets, waste bags, lime
	Water purification tablets
	Sleeping bags & Cots
	Portable stove
	Eating utensils
	Instant ice pack
	Pre-moistened towelettes

#### **During an Earthquake**

While Earthquake Emergency Procedures are similar to those of a fire, one specific difference should be communicated to all building occupants: Evacuation during fire is highly probable, whereas **EVACUATION DURING AND EARTHQUAKE IS NOT PROBABLE.** 

Please adhere to the following safety procedures during an earthquake:

- 1. Take shelter away from windows and seek protection under tables, desks, or other objects that offer shelter from flying glass and debris.
- 2. Do not leave the sheltered area or exit the building until the quake is over. Seek safety where you are and leave calmly afterward if evacuation is necessary.



- 3. Do not dash for exits stairwells may be unsafe.
- 4. Never attempt to use elevators during an earthquake. Afterwards, do not use elevators until they are checked for safety.
- 5. Stay clear of bookcases, file cabinets, windows and other heavy objects.
- 6. Turn off electrical equipment. Do not be surprised if electricity goes off or alarm systems are activated.
- 7. Do not smoke or use matches in case of gas leaks. If power fails, use battery operated lights.

#### If You Are Outside of the Building When an Earthquake Occurs

- 1. Move away from buildings, utility wires and poles, debris and areas subject to falling glass.
- 2. If you are unable to reach a clear area, stand in a doorway or archway.
- 3. If threatened by falling debris, cover face with one forearm and the back of the head with the other.
- 4. The most dangerous place to be is on a sidewalk subject to falling debris such as glass and masonry.

#### After an Earthquake

- 1. Check for injured persons. DO NOT attempt to move a seriously injured person unless they are in immediate danger.
- 2. DO NOT use matches, candles or other open flames.
- 3. DO NOT turn on electrical switches or appliances.
- 4. Inspect your area for damage. Check for fire. Check utilities for gas and water leaks or electrical shorts. Stay clear of wires that are shorting out.
- 5. If you smell gas, open all windows. Evacuate the building if possible and report the leak to the Fire Department first, if possible, and then Management Office.
- 6. Clean up any dangerous spills.
- 7. Replace telephone receivers to restore communications. However, do not use telephones, except to reach Management Office or the Fire Department.
- 8. Listen to the radio for emergency reports.
- 9. DO NOT spread false rumors regarding the condition of the building or anything else that may cause panic.
- 10. Cooperate with Management personnel and Fire Department representatives.
- 11. Be prepared and stay alert for aftershocks.

#### **EXPLOSIONS**

If an explosion occurs, please adhere to the following procedures:

- 1. IMMEDIATELY report the explosion to the Management Office. Remain calm and provide the following information:
  - Your name, location (building and suite number) and phone number.
  - Your company name.
  - Exact location of explosion.
  - Cause (if known) of explosion.
  - Extent of casualties, and number and type of injuries.
  - Whether explosion caused fire and if so, location of fire.



2. Evacuate all persons from the area if necessary.

The Management Office will immediately contact the Fire and Police Departments and will dispatch emergency personnel to the scene.

#### **MEDICAL EMERGENCIES**

Should a medical emergency situation develop which requires immediate intervention by trained personnel, proceed as follows:

- 1. Call 911. Reassure the injured person that help is on the way. Remain calm and provide the following information:
  - Nature of medical emergency.
  - Building name and address
  - Exact location and name of sick or injured person.

**NOTE:** Do not hang up until the emergency operator does so.

2. Call the Management Office at (415) 772-0481.

Provide the following information:

- Your name and company name
- Nature of medical emergency
- Exact location and name of sick or injured person
- Whether or not you have called for trained assistance
- A number where you can be reached
- 3. Direct any on-lookers away from the area of the injured person. Clear the area of any objects that might impede the rescue or interfere with emergency personnel.
- 4. Remain with the victim. DO NOT move the victim unless there is immediate danger of further injury. Keep the victim comfortable and warm.
- 5. Designate a responsible person to do the following:
  - Wait at the building's main entrance for medical personnel. When they arrive, direct them to the injured person.
  - Whenever possible, have an elevator standing for the rescue team.

**NOTE:** CPR training and first aid courses are available through your local American Red Cross and are sometimes offered through the Management Office. All occupants are encouraged to participate.

#### **BOMB THREATS**

Bomb threats should always be taken seriously. Do not assume that a bomb threat is a prank call or that they are only made to the Management Office. Anyone can receive a bomb threat and all building occupants should be prepared.

#### **Telephone Bomb Threats**



- 1. The person receiving the call should try to get as much information as possible from the caller and should WRITE OUT THE MESSAGE EXACTLY AS RECEIVED FROM THE CALLER.
- 2. LISTEN CAREFULLY. You may be able to help authorities identify the caller, his location, or the location of the explosive by his comments, vocal characteristics and any background noise.
- 3. Keep the caller on the phone for as long as possible. Ask the caller to repeat the message.
- 4. Obtain as much information from the caller as possible such as location of bomb, time of detonation, appearance of bomb, and callers' reason for planting the bomb (please see the **Bomb Threat Questionnaire** found in section VIII of this manual).
- 5. Remind the caller that the building is occupied and that the bomb might cause the deaths of innocent people.
- 6. Once the caller has hung up, immediately contact the Management Office at (415) 772-0481 and provide the following information:
  - Your name
  - Your location (building and suite number)
  - Your phone number
  - Name of any other person who heard the threat
  - Name of any employee threatened by the caller and his/her work location
  - Time the bomb is to detonate if known
  - Location and description of the bomb if known
  - Any reason given for planting the bomb
  - Any other information received from the bomb threat perpetrator
- 7. Complete the Bomb Threat Questionnaire and provide it to management personnel as soon as possible after the call was received.

#### **Written Bomb Threats**

Upon receipt of a written bomb threat:

- 1. Immediately notify the Management Office at (415) 772-0481
- 2. Do not destroy the note
- 3. Do not let others handle the note
- 4. Turn the note over to building management or emergency personnel

#### **Personal Receipt of Bomb Threats**

When a bomb threat is directed to a specific individual, he/she should immediately search his/her own workstation or office for unidentifiable or suspicious items. Please remember the following:

- Look for anything out of the ordinary or out of place.
- Look high and low not just at eye level.
- Methodically search from one end of your work area to the other.

#### Searching Your Suite for A Suspected Bomb

Once a telephone or written bomb threat has been reported to the Management Office, occupants should search their suites for any suspicious packages. Following are some search guidelines:



- Do not rely on random searches in logical places.
- Explosives are concealed most easily in areas that have the easiest access
- Be aware of out of the ordinary articles that are foreign to the area.
- The bomb is likely to be packaged in a common container such as a shoe box, cigar box, a book, a grocery bag, an athletic bag, and airline bag, a suitcase or briefcase.
- Anything that does not belong, such as a book in the restroom, should be considered a suspicious object.
- When searching individual rooms/offices, start at the outside walls and move towards the center of the room.

**NOTE:** If a suspicious object is found, **DO NOT TOUCH IT**. Report the finding immediately to your designated emergency personnel and to Management Office.

#### **Suspicious Packages**

Upon the delivery of all packages always be aware and:

- Do not accept the contents of any container as bona fide simply because it was delivered in a routine manner.
- Do not assume that container marking and/or appearance is sole evidence of its content, identification or legitimacy.
- Be aware of packages with incorrect titles or those marked "Confidential" or "Personal".
- Do not open any suspicious package. Do not cut any cord, rope or wire on a suspicious package.

Be aware of the following signs that a package may include a bomb:

- Excessive postage
- No return address
- Excessive weight
- Incorrect titles
- Restrictive markings (such as "Confidential" or "Personal")
- Oily stains or discoloration

#### **Upon Receipt of a Suspicious Package**

- 1. Do not allow anyone to handle the package.
- 2. Immediately call the Management Office at (415) 772-0481

#### SUSPECTED BOMB SAFETY PRECAUTIONS

The following safety precautions will acquaint all occupants with the dangers inherent in a bomb threat, bomb search, discovery and handling of all suspected bombs, or if you have any other reason to suspect a bomb is in the building.

While some of the precautions may seem elementary, do not dismiss them as unimportant. Adequate knowledge of these precautions may save your life as well as the lives of other persons working in or visiting the building.



- 1. If it is suspected that a bomb is in the building:
- Do not use radio equipment to transmit messages
- Do not change lighting conditions
- Remove all flammables
- 2. Please make only necessary phone calls. Open phone lines are essential to effectively controlling the emergency.
- 3. If a suspected bomb is identified:
- Do not touch it
- Do not attempt to move or carry it
- Remove all flammable material from the area
- 4. During a bomb threat emergency, cooperate with all fire department instructions, including building evacuation.

#### **EVACUATION**

In the event of an emergency, it may become necessary to evacuate the office building. All Floor Response Team personnel as well as general personnel should be completely familiar with the following evacuation procedures.

- In an emergency situation, wait until management or designated Floor Response Team personnel indicated that it is safe and appropriate to evacuate the building.
- If you are directed to evacuate, closely follow the instructions of all Floor Response Team personnel including Floor Wardens, Elevator Monitors, Searchers and Stairwell Monitors.
- Do not exit via the elevators.
- Exit via stairwells only after a Stairwell Monitor has deemed it safe to do so.
- Familiarize yourself with the location of all stairwell exits; in the event a stairwell is blocked, proceed to an alternate stairwell.
- Use safe stairwell exit procedures including:
  - Remain calm and quiet
  - Remove high heeled shoes
  - Exit in a single file and keep to the right using hand rails
  - Move quickly, but do not run
  - Assist those who may have trouble on the stairs or who have been injured
  - Treat injuries on stairwell landings only and only when safe to do so



#### **Evacuating the Injured**

If you are alone with an injured person who is unable to leave the area unassisted, you may find that a "blanket drag" will provide you with the means to remove the person from the hazardous area. The drag can also be accomplished with a coat. If you are unable to carry the person, the "blanket drag" may be your only means of moving the person out of danger.

To get the person onto the blanket, turn the person on his/her side and roll the blanket up, lengthwise, so that when you roll them over to the other side, you can open the blanket. Grasp the corners nearest the head of the injured and pull the person out of the area.

#### **CIVIL DISTURBANCES**

Although riots and civil disturbances are rare, there is still a need for a planned course of action in the event a civil disturbance erupts. Should a disturbance start outside the building, the Management Office will:

- Secure all building entrances.
- Notify the police.
- Notify the tenants.
- Prevent access to all suites.

In the event that a civil disturbance initiates inside the building:

- Make sure all occupants are in your office and lock your suite doors including the main entrance.
   Assign a responsible individual to stand by the entrance door with a key allowing authorized personnel only to enter and leave.
- Immediately notify the Management Office at (415) 772-0481and provide the following information:
  - Exact location of the disturbance, demonstrators and/or rioters
  - Approximate number of demonstrators or rioters
  - Your name, company name and call back number

#### **ACTIVE SHOOTER RESPONSE**

#### **Profile of an Active Shooter**

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined or populated area; in most cases, active shooters use firearms and there is no pattern or method to their selection of victims.

Active Shooter situations are unpredictable and evolve quickly. Typically, the deployment of law enforcement is required to stop the shooting and mitigate harm to victims.



Because Active Shooter situations are often over within 10-15 minutes, before law enforcement arrives on the scene, individuals must be prepared mentally and physically to deal with an active shooter situation.

#### **Good Practices for Coping with an Active Shooter Situation**

- Be aware of your environment and any possible dangers.
- Take note of the two (2) nearest exits in any facility you visit.
- If you are in an office, stay there and secure the door.
- If you are in a hallway, get into a room and secure the door.
- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.
- CALL 911 WHEN IT IS SAFE TO DO SO!

#### How to Respond when an Active Shooter is in Your Vicinity

Quickly determine the most reasonable way to protect your own life. Remember that customers and clients are likely to follow the lead of employees and managers during an active shooter situation.

#### 1. RUN

If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

- Have an escape route and plan in mind.
- Evacuate regardless of whether others agree to follow.
- Leave your belongings behind.
- Help others escape, if possible.
- Prevent individuals from entering an area where the active shooter may be.
- Keep your hands visible.
- Follow the instructions of any police officers.
- Do not attempt to move wounded people.
- Call the 911 when you are safe.

#### 2. HIDE

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:



- Be out of the active shooter's view.
- Provide protections if shots are fired in your direction (i.e., an office with a closed and locked door).
- Not trap you or restrict your options for movement.

#### To prevent an active shooter from entering your hiding place:

- Lock the door.
- Blockade the door with heavy furniture.

#### If the active shooter is nearby:

- Lock the door.
- Silence your cell phone.
- Turn off any source of noise (i.e., radios, televisions).
- Hide behind large items (i.e., cabinets, desks).
- Remain quiet.

#### If evacuation and hiding out are not possible:

- Remain calm.
- Dial the 911, if possible, to alert police to active shooter's location.
- If you cannot speak, leave the line open and allow the dispatcher to listen.

#### 3. FIGHT

As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against the active shooter.
- Throwing items and improvising weapons.
- Yelling.
- Committing to your actions.

#### **How to Respond when Law Enforcement Arrives**

Law enforcement's purpose is to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

• Officers usually arrive in teams of four (4).



- Officer may wear regular patrol uniforms or external bullet proof vests, Kevlar helmets, and other tactical equipment.
- Officers may be armed with rifles, shotguns, and handguns.
- Officers may use pepper spray or tear gas to control the situation.
- Officers may shout commands, and safely push individuals to the ground.

#### **How to React when Law Enforcement Arrives**

- Remain calm, and follow officers' instructions.
- Put down any items in your hands (i.e., bags, jackets).
- Immediately raise hands and spread fingers.
- Keep hands visible at all times.
- Avoid making quick movements toward officers such as attempting to hold on to them for safety.
- Avoid pointing, screaming, and/or yelling.
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises.

#### Information to Provide Law Enforcement or 911 Operator

- Location of the active shooter.
- Number of shooters, if more than one.
- Physical description of shooter(s).
- Number and type of weapons held by the shooter(s).
- Number of potential victims at the location.

The first officers to arrive to the scene may not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. Rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave the safe location or



#### **POWER FAILURE**

In the event of a power failure (name of building) is equipped with emergency systems which will provide power for emergency lighting, selected elevator service, life and safety security systems and water for the restrooms.

If you experience loss of power in your suite, immediately contact the Management Office. An engineer will be dispatched to assist in restoring power, if the entire building is affected, the Electric Utility Company will be contacted for assistance and building personnel will keep all tenants advised.

If the power failure occurs during daylight hours, open the blinds to utilize available sunlight. This should be avoided, however, in emergency situations where procedures call for closed blinds.

Following is a list of items that all tenants should keep on hand in case an emergency of any kind causes the loss of power:

Emergency Lighting – flashlights, flares, light sticks.
Batteries – keep a fresh supply
Blankets – lightweight fire and shock retardant emergency blankets.
Radios – portable transistor radios with extra batteries and two-way radios

#### **HAZARDOUS MATERIAL**

Every year management will request an updated submission of the Hazardous Materials Questionnaire (Exhibit F). Please submit this upon move-in and update frequently to keep in compliance with State Law. Please fill it out as best as possible. If you have questions on any of the items on the questionnaire, please contact Property Management.

In the event of a spill:

- Notify Management Office at (415) 772-0481.
- Give your name, the exact location of the incident, your telephone number and extension.
- Identify materials involved, if known.
- If required, evacuate the immediate area and keep others out.
- Assist those who cannot leave on their own.
- Refrain from smoking, eating, drinking and applying cosmetics.
- Await instructions.



# IX. IMPORTANT FORMS

- ✓ Tenant Contact Information Sheet
- √ PG&E Energy Star Authorization Form
- ✓ Bomb Threat Questionnaire (Exhibit A)
- ✓ ChargePoint Setup & Log-In (Exhibit B)
- ✓ Certificate of Insurance Requirements & Examples (Exhibit C)
- ✓ Employee Commuter Program by TDM (Exhibit D)
- ✓ Fitness Center Safety Recap and WELLBEATS (Exhibit E)
- ✓ Hazardous Materials Questionnaire (Exhibit F)



### **CONTACT INFORMATION FORM**

Please **fill out** this form and return via email to <a href="max.mendes@cbre.com">max.mendes@cbre.com</a>. We recommend that you fill out this form on your computer and save it for your records and future updates. Please call or email if you need a blank copy of the form emailed to you. Thank you.

Tenant Name		Date	# of Onsite Employees	
Address	Suite #			
City, Zip	Type of Business			
Main Phone	Main Fax			

**PRIMARY CONTACTS** - Please provide the names, email addresses and *daytime* telephone numbers of the following individuals:

Primary Daily Contact	Title	
Email	Telephone	
Secondary Daily Contact	Title	
Email	Telephone	
Executive Contact (Decision maker for leasing issues, etc.)	Title	
Email	Telephone	
Accounting/Billing Contact	Title	
Email	Telephone	
Emergency Coordinator	Office Phone	
Email	Cell Phone	

**EMERGENCY CONTACTS** - Please list the *after-hours* emergency contacts in the order you would like us to attempt contact. Please include the after-hours contact information for your company's decision maker as one of the contacts. All information is kept strictly confidential.

Emergency Contact #1	Decision Maker?
Home Phone	Cell Phone
After Hours Email Address	Other Phone
Emergency Contact #2	Decision Maker?
Home Phone	Cell Phone
After Hours Email Address	Other Phone
Emergency Contact #3	Decision Maker?
Home Phone	Cell Phone
After Hours Email Address	Other Phone

#### **ALARM NOTIFICATION**

Is your suite alarmed?	Yes	No	Alarm Contact

**SERVICE REQUEST CONTACTS** – Please list and include the signature of individuals who are *authorized to request services* from CBRE. The service requestors listed below shall be authorized to incur charges on behalf of the tenant for all building services other than construction services. We will only accept work orders from the contacts listed below. (Please use an additional page for contacts if necessary.)

instruction services. We will only accept work orders from the contacts fisted below. (Flease use an additional page for contacts if necessary.)				
Requestor #1	Telephone			
Title	Email			
Requestor #2	Telephone			
Title	Email			
Requestor #3	Telephone			
Title	Signature			
Requestor #4	Telephone			
Title	Signature			
Requestor #5	Telephone			
Title	Signature			

**TENANT NOTIFICATION EMAIL CONTACTS** – Since the Management Office disseminates building information and updates via tenant notification e-mails, it is necessary to list at least one e-mail contact. This person will responsible for forwarding the information to all employees in your office. It is suggested that you list at least one secondary contact in case the primary contact is out of the office. (Please use an additional page for contacts if necessary.)

	amiorial page 18. Contacte it necessary,			
Contact #1		Telephone		
Title		Email		
Contact #2		Telephone		
Title		Email		
Contact #3		Telephone		
Title		Email		
Contact #4		Telephone		
Title		Email		

**ACCOUNTING CONTACTS** - Please provide contact information for who should receive monthly Rent statements.

Contact #1	Telephone	
Title	Email	
Contact #2	Telephone	
Title	Email	

# **FORM COMPLETED BY:**

Name	Title	Date	

PLEASE PROVIDE THE MANAGEMENT OFFICE WITH AN UPDATED FORM FOR ANY CONTACT CHANGES. THANK YOU.

\* Please return the completed form via email, <a href="max.mendes@cbre.com">max.mendes@cbre.com</a>

	MANAGEMENT OFFICE ONLY:	
All contact lists (tenant contact list, Outlook & ETS) updated on:	By:	





Automated benchmarking is a powerful tool that makes it easy for building owners and utilities to get the information they need to identify the best energy efficiency measures that can improve building energy performance.

# DATA RELEASE AUTHORIZATION FOR BENCHMARKING ANALYSIS

	NAME	TITLE (IF	F APPLICABLE)	
ofNAME OF CU	STOMER OF RECORD	(Customer) have t	the following maili	ng address
MAILING ADDR	RESS	CITY, STATE, ZIP		and wish to participate
the ENERGY STAR® prog facility (which Customer as may be required by Po information that will help of Customer, that it is co directly to the EPA, so th	ram. I understand, on will provide directly to ortfolio Manager in orde or Customer track the envenient and desirable at Customer's benchmasirable for Utility to have	behalf of Customer, that the EPA), and also Custer to calculate Custome nergy usage and efficie to have PG&E automat arking information will ve access to Customer'	at the EPA requires tomer's monthly ut er's benchmarking ency of its facilities. ically release such remain up-to-date 's benchmarking in	marking program, an element of information about Customer's ility billing data and other data score and other energy.  I understand, on behalf data on Customer's behalf to I also understand, on behalf formation, so that Utility may
occupancy type and oper facilities. A list of these Customer, Utility to elect Manager application. Th release and hold harmle resulting from: 1) any rel program pursuant to this	ational characteristics facilities and their according transfer such is data transfer is at the state of information or authorization; 2) the uEPA with respect to sur	as may be required by bunt information is providata for the accounts le request and on behaliability, claims, demandata to the EPA for the inauthorized use of this ch information or data.	the EPA in order to vided herewith (see listed herein to the lf of Customer and ids, causes of action e national energy pe s information or dat	data, building square footage, benchmark Customer's back). I authorize, on behalf of EPA's ENERGY STAR® Portfolio as such, Customer agrees to n, damages or expenses erformance benchmarking ta by the EPA; and 3) from Customer may cancel this
right to verify any author	ne Customer of Record ization request submitt erstand that Customer	listed at the top of this ted before releasing inf may cancel this author	form. I understand formation or data of rization at any time	I am authorized to execute this d that the Utility reserves the r taking any action pursuant to by submitting a written reques ner in these matters.]
A	UTHORIZED CUSTOMER SIG	NATURE		TELEPHONE
Executed this	day of	_, at	CITY AND STATE	WHERE EXECUTED
SUBMIT FORM TO: Benchmarking Program 245 Market Street Mail (				

San Francisco, CA 94105



# **FACILITY INFORMATION**

Company Name as it appears on PG&E bill	PG&E Account #	Building Name
Building Address	City	State Zip + 4
Electric SA ID #1	Gas SA ID #1	
Electric SA ID #2	Gas SA ID #2	
Electric SA ID #3	Gas SA ID #3	
Operating hrs/week	Number of Occupants	Gross Square Footage
Number of PCs	Percent of space with air conditioning	
If computer data center included:	Data center floor area	Operating hrs/week
If parking garage included:	Parking floor area	Operating hrs/week
Company Name as it appears on PG&E bill	PG&E Account #	Building Name
Building Address	City	State Zip + 4
Electric SA ID #1	Gas SA ID #1	
Electric SA ID #2	Gas SA ID #2	
Electric SA ID #3	Gas SA ID #3	
Operating hrs/week	Number of Occupants	Gross Square Footage
Number of PCs	Percent of space with air conditioning	
If computer data center included:	Data center floor area	Operating hrs/week
If parking garage included:	Parking floor area	Operating hrs/week
Company Name as it appears on PG&E bill	PG&E Account #	Building Name
Building Address	City	State Zip + 4
Electric SA ID #1	Gas SA ID #1	
Electric SA ID #2	Gas SA ID #2	
Electric SA ID #3	Gas SA ID #3	
Operating hrs/week	Number of Occupants	Gross Square Footage
Number of PCs	Percent of space with air conditioning	
If computer data center included:	Data center floor area	Operating hrs/week
If parking garage included:	Parking floor area	Operating hrs/week

(To benchmark additional locations, copy this side while blank, then submit completed copies with original benchmarking authorization form.)





### **EXHIBIT A**

	BOMB THREAT INFORMATION FORM								
QUE	STIONS TO ASK:								
Whe	When is bomb going to explode? Did you place the bomb?								
Whe	re is it right now?			Why?					
What	t does it look like?			What is your r	name?				
What	kind of bomb is it?			What is your a	address?				
What	t will cause it to explode?								
EXA	CT WORDS USED BY CALLER:								
DES	CRIPTION OF CALLER:		Sex:	Race:	Age:				
DES	CRIPTION OF CALL:								
Num	ber at which call was received:			Time:	Date:				
CALI	_ER'S VOICE:								
	Calm Angry Excited Slow Rapid Soft Loud Laughter		Crying Normal Distinct Slurred Nasal Stutter Lisp Raspy			Deep Ragged Clearing Throat Deep Breathing Cracking Voice Disguised Accent Familiar			
If voi	ce was familiar, who did it sound like?								
BAC	KGROUND SOUNDS:								
	Street Noise Crockery PA System Factory Machinery		Animal Noises Music House Noises Motor Static			Phone Booth Office Machinery Railroad Airplane Other:			
THR	EAT LANGUAGE:								
	Well Spoken (educated) Foul		Irrational Incoherent			Taped Message Read			
Name Phon	e: e Number:			Position: Date:					
вомвт	4		EXHIBIT	"A"					



#### **EXHIBIT B**

#### ChargePoint - Connecting A Tenant Vehicle - The Cove

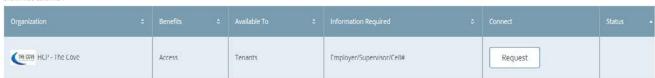
#### Instruction to Drivers:

- 1. Log in or Sign Up for ChargePoint account (if you already have an account, go to step 3)
- 2. How to Sign Up for ChargePoint account:
  - a. ChargePoint website at www.chargepoint.com
  - b. ChargePoint Mobile App on iPhone or Android
- 3. Connecting to HCP THE COVE
  - a. Click on Connections tab
  - b. Locate Connection Code field (see below image)



- c. Enter connection code provided: **HCPTHECOVE**
- Click Apply
- Request connection prompt will appear, click Request

Show/Hide Columns >



X

- Agree to the Terms and Conditions
- **Click Request Connection**



4. Wait for approval. Once approved, connection will be listed in the table under the Connections tab with status marked Approved

Submit Request

5. You are now authorized to use stations



#### **EXHIBIT C**

### **EXAMPLE & DIRECTIONS FOR CERTIFICATE OF INSURANCE**

<u>Al</u>	LL ABM Ratings must be A:XIII or higher						
From: Megan Kershek / 101 C	PLETED & CORRECT COI & ENDORSEMENTS TO: alifornia Street, Fl. 22, SF, CA 94111 Date: Today's Date -Mail: Megan.Kershek@cbre.com Fax: 415-772-0459						
SECTION A: CERTIFICATE HOLDER (Requestor of Certificate) Name: HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc.							
Street Address / P.O. Box: 101 ( City, State, Zip Code: San Franc Attention: Megan Kershek							
	SECTION B:						
REFERENCE LEASE# / LOAN# /	PROJECT# / JOB#:						
ADDITIONAL INSURED: HCP Inc	c., its subsidiaries and its affiliates and CBRE, Inc.,						
PROPERTY ADDRESS: All opera	ations for the named insured						
HCP, Inc., its subsidiaries and its over general liability, automobile li  Endorsement Forms Needed: 1 operations for Commercial General of Subrogation for Commercial General Primary and non-contributory for ALL CHECK BOXES for "ADDL"	INSR" and "SUBR WVD" MUST be checked. See Page 2 for neral Liability – Gen'l Aggregate Limit Applies Per: Place an "X"						
CERTIFICATE HOLDER AS ☐ LO	SECTION C: SS PAYEE / ☐ MORTGAGEE / ⊠ ADDITIONAL INSURED						
If Additional Insured is required, attach	that portion of contract to Certificate Request						
$oxed{oxed}$ Coverage and show limit	(PLEASE SEE CONTRACT REQUIREMENTS ON PAGE 3 OF EXHIBIT						
☐ GENERAL LIABILITY	LIMITS REQUIRED: \$2 Million Aggregate/ \$2 Million Occurrence						
□ AUTOMOBILE LIABILITY	LIMITS REQUIRED:						

LIMITS REQUIRED:

\$1 Million Combined Single Limit

 ☑ WORKER'S COMPENSATION
 LIMITS REQUIRED:

 Statutory Limits + \$1 Million Employers' Liability for Each

 Accident/Disease - Ea. Employee/Disease - Policy Limit

**⋈ UMBRELLA/EXCESS** 





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
MM/DD/YY

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR TYPE OF INSURANCE		SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	COMMERCIAL GENERAL LIABILITY		REQUIRED			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	s REQUIRED s REQUIRED s REQUIRED
GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO DOTHER:	POLICY X PRO-	Y		mm/dd/yy	mm/dd/yy	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	s REQUIRED s REQUIRED s REQUIRED s
AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS AUTOS	Υ	Y	REQUIRED	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ REQUIRED \$ REQUIRED \$ REQUIRED \$ REQUIRED \$
X UMBRELLA LIAB X EXCESS LIAB CLAIMS-MADE DED RETENTIONS			REQUIRED	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE AGGREGATE	s REQUIRED s REQUIRED
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	REQUIRED	mm/dd/yy	mm/dd/yy	E.L. DISEASE - POLICY LIMIT	DECLUBED

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

Indicate: All operations of named insured performed for HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc.

Additional Insured for Ongoing Operations + Additional Insureds for Completed Operations (Commercial General Lie

Additional Insured (Automobile Liability)
Additional Insured(s): HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc.

Waiver of Subrogation (Commercial General/Automobile/Workers Compensation Liability): HCP, Inc., its subsidiaries and its affiliates and CBRE, inc. are waived of Subgroagtion Primary and Non-Contributory (Commercial General Liability)

ndicate: Umbrella/Excess Liability policy follows form over General/Automobile/Workers Compensation Liability polici

All Additional Insured and Waiver of Subrogation Endorsements may be substituted with Blanket endorsment forms

# CERTIFICATE HOLDER

CANCELLATION

HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc. 101 California St., Fl. 22 San Francisco, CA 94111 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Section B

AUTHORIZED REPRESENTATIVE

Section A REQUIRED

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#### 20. INSURANCE.

Contractor agrees to maintain in full force and effect, in form and content and with insurers approved by Owner, and at Contractor's sole cost and expense, the following policies of insurance:

- a. Workers Compensation Insurance in compliance with the laws of the State where the property is located, including Employers Liability Insurance in an amount not less than \$1,000,000.00. In states where an "opt out" is available, all contractors and subcontractors shall be participants in a workers' compensation program, and not an "opt out".
- b. Commercial General Liability insurance written on occurrence form CG 00 01 or equivalent, with defense costs in addition to limits, insuring Bodily Injury and Property Damage, including Product and Completed Operations coverage, Contractual Coverage, Independent Contractors coverage, Personal Injury and Advertising Injury coverage without exclusion for explosion, collapse or underground hazards, in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate per location or project on which the Owner Indemnified Parties shall to the extent permitted by law be named as additional insureds on ISO form CG 20 10 07 04 and CG 20 37 07 04 or CG 20 10 11 85 or an equivalent form of a Blanket Additional Insured Endorsement for loss arising from Contractor's operations and completed operations for as long as the additional insureds may be exposed to liability arising from Contractor's work. Such policy shall be the primary coverage for all claims of whatever type and nature and shall not seek contribution from any insurance maintained by the additional insureds.
- c. Automobile Liability Insurance on all owned, non-owned, hired or leased automotive equipment used in the performance of the Work in amounts not less than \$1,000,000.00 Combined Single Unit for bodily injury and property damage.
- d. \$1,000,000.00 Excess Umbrella Liability Insurance excess of underlying commercial general, auto and employer's liability each occurrence and, where applicable, annually in the aggregate. The policy shall be concurrent with and follow form of underlying insurance including additional insured provisions and shall be primary and noncontributing with any insurance maintained by the additional insureds.
- e. If Contractor is engaged for Environmental Abatement or Remediation work, or if Contractor's work will involve use, treatment, storage, removal or transport of Hazardous Materials at, to or from the site, Contractor must obtain Contractor's Pollution Liability or equivalent coverage in an amount not less than \$1,000,000.00 each occurrence on terms satisfactory to Owner and

CBRE, including additional insured status for Owner and CBRE, where available.

- f. If Contractor's work includes professional design or engineering services, by professionals on staff or under consulting agreement, Contractor must secure acquire and maintain or require its independent consultant to acquire and maintain Professional Liability insurance in limits not less than \$1,000,000.00 covering the professional services performed in connection with the Property and continuing in force by renewal or extended reporting provision for not less than three years after completion of the Work. This coverage form may be "claims made" and include defense expense within the limit of liability.
- g. Contractor may also carry such other insurance as it deems necessary for its own protection, and any such insurance must include a waiver of the insurers' rights of subrogation in favor of Owner and CBRF.
- Contractor shall submit to CBRE endorsements to Contractor's coverage in form and substance satisfactory to Owner as evidence of the coverages required in this Article, including additional insured terms specified in 20.b. The General Liability insurance policy shall further provide for (i) severability of interests wherein Contractor is insured against any claims that may be brought by the additional insureds, and (ii) that the Aggregate limit shall apply to Owner's Property or location. If the insurance information is not submitted within seven (7) days from the date of this Contract, this Contract may be canceled at Owner's option. In the event of cancellation or non renewal of any insurance coverage or insurance policy as required herein in this Section, Contractor agrees to provide at least thirty (30) days prior written notice of such cancellation or non renewal to CBRE and Owner, and ten (10) days prior written notice of cancellation if cancellation is for non-payment of premium. Such written notice of cancellation shall be delivered by certified or registered mail to both CBRE and Owner. Should any policy expire or be canceled before final payment to Contractor and Contractor fails to immediately procure other insurance as specified, Owner reserves the right to procure such insurance as will protect Owner and CBRE from such failure, and to charge the Contractor for such costs and/or deduct the cost from any sum due Contractor under this Contract.
- i. All policies required by this Contract shall be written by insurance carriers licensed to do business in each state in which Contractor is doing business, which carriers are rated no less than A-VIII by the most recent edition of Best's Key Rating Guide, and are otherwise reasonably satisfactory to Owner and CBRE, Self-insurance of any coverage, or part thereof, is acceptable only upon written consent of Owner or CBRE after Contractor has provided proof of financial ability to support such self-insurance, and shall be entirely for the account of the Contractor, waiving all rights of recovery against Owner and CBRE for any sums expended by Contractor. All policies shall provide that the insurer unequivocally waives any right of subrogation against CBRE and the Owner.



# THE COVE CERTIFICATE OF INSURANCE REQUIREMENTS

**THE COVERAGE INDICATED BELOW MUST** be provided through an insurance company which carries an A.M. Best rating of no less than "A-" "VIII". A certificate indicating this coverage with <u>separate</u> Additional Insured Endorsement shall be on file in our office **PRIOR TO COMMENCEMENT OF THE WORK**, and shall provide for thirty (30) days prior written notice of cancellation or reduction of coverage.

**PAYMENT WILL BE WITHHELD** for work performed under your Service Contract until evidence of **ALL** insurance coverages required is received by CBRE.

The MINIMUM REQUIREMENTS ACCEPTABLE are:

TOMMERCIAL GENERAL LIABILITY \$2,000,000 each occurrence Bodily Injury and Property Damage \$2,000,000 aggregate

AUTOMOBILE LIABILITY COVERAGE \$1,000,000 combined single Bodily Injury and Property Damage limit each occurrence

This coverage must include coverage for Owned, Hired and Non-Owned Vehicles. If no owned vehicles, Hired and Non-Owned coverage is required.

WORKERS' COMPENSATION STATUTORY REQUIREMENTS
EMPLOYER'S LIABILITY LIMIT \$1,000,000

Statutory coverage as required by state in which the work is to be performed. If you are self-employed with no other employees, a qualified self-insured, or not required to carry Workers' Compensation, you must submit a letter stating this, or a copy of your certificate of self-insurance. A Waiver of Subrogation endorsement issued in favor of C B Richard Ellis and Owner must be attached to the certificate.

4 UMBRELLA LIABILITY \$1,000,000 each occurrence
Per Occurrence and Excess Liability \$1,000,000 aggregate

ADDITIONAL INSURED ENDORSEMENT - (Form "B" CG 2010 11/85 or equivalent). The terms of your Service Contract require you to name <a href="HCP Inc.">HCP Inc.</a>, its subsidiaries and its affiliates and CBRE, Inc., as an <a href="Additional Insured">Additional Insured</a> in an endorsement to your policy (attached to the certificate). The endorsement may include the following clause, or a separate endorsement may be issued. <a href="This endorsement must be attached to the certificate">This endorsement must be attached to the certificate</a>:

#### **PRIMARY COVERAGE**

"The insurance afforded by this policy for the additional insured(s) is primary insurance and any other insurance maintained by or available to the additional insured(s) is non-contributory"

**Note:** We ask the additional insured endorsement provide coverage for "all operations" or "all operations performed for **HCP Inc.**, **its subsidiaries and its affiliates and CBRE**, **Inc.**, in order to minimize paper work for you and us. Please provide all listed endorsements.



# The Cove ADDITIONAL INSURED ENDORSEMENT SAMPLE

POLICY NUMBER:	COMMERCIAL GENERAL
LIABILITY	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

# ADDITIONAL INSURED --- OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### **SCHEDULE**

Name of Person or Organization: HCP, Inc., its subsidiaries and its affiliates and CBRE, Inc.

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "**your work**" for that insured by or for you.



#### **EXHIBIT D**

# **Employee Commute Program**

**FREE Caltrain and BART Shuttles** – Shuttle services from South San Francisco BART and Caltrain stations can be found under "Shuttle Info" tab at <a href="https://www.commute.org">www.commute.org</a>.

**FREE Trial Transit or Ferry Tickets** – If you are interested in trying a transit option for your commute (Caltrain, BART, Ferry, etc.) you can get free transit tickets at <a href="https://www.commute.org">www.commute.org</a>.

**FREE Transit Trip Planner** – Find the best transit alternative to fit your location and schedule. Visit <a href="http://tripplanner.transit.511.org">http://tripplanner.transit.511.org</a> for more information.

**PRE-TAX Payroll Deduction Option** – for transit rides up to \$255 per month. Sign up with Human Resources.

**FREE Carpool Gas Card** – Each carpooler can register for a \$60 fuel gift card (or gift card) incentive at www.commute.org.

**FREE Carpool Matching Services** – Visit www.commute.org to find for a carpool partner.

**FREE Bike Mapper** – Find a safe route for you bike trip or find a bike buddy to share the ride. Visit <a href="http://bicycling.511.org/">http://bicycling.511.org/</a> for regional bike resources and maps.

**FREE Bike Lockers** – Register for a secure bike locker with the Commute Coordinator.

### **South San Francisco Commute Coordinator**

Elizabeth Hughes – elizabeth.hughes@tdmspecialists.com (408) 420-2411

The goal of The Cove Commute Program is to promote transit and alternative commute options for employees. This effort is designed to improve air quality and create a sustainable work environment.





### South San Francisco Shuttle Pass Program Oyster Point & Utah-Grand Non-Participating Employer Individual Pass Request Form Effective for Service Period: July 1, 2016 thru June 30, 2017

In an effort to better control costs and provide a greater benefit to participants of the shuttle consortium, the South San Francisco Employer Shuttle route is using a shuttle pass system. Passes are required to board the buses.

If your employer is not a contributing member (participants listed below) of the South San Francisco Shuttle Consortium, have your Employee Transportation Coordinator contact Ms. Karen Sumner, Transportation Programs Manager for information on joining the group. She can be reached at 650.588.8170 or e-mailed at Karen@commute.org

#### List of Participating Employers as of June 2016:

- Alexandria Properties (Tenanta @ 400/450 E. Jamie Ct.)
- Apria Healthcare
- Audentes Therapeutics Blade Therapeutics
- CB Richard Ellis (Tenants @ 1120 Veteran's Blvd)
- Cushman Walkefield (Teriants @ 395-400 Oyster Point)
- DiscoveRx
- Exelixis
- Genentech
- Kalser Permanente Group
- Krames Staywell, LLC
- Monogram Blosciences
- Nippon Express USA
   Portola Pharmaceuticals
- Rinat Neuroscience (Pfizer)
- San Francisco Baking Co.
- San Pacific Int'l Inc. · Sanrio, Inc.
- Shorenstein Realty Services (Tenants @ 375 389 Oyster Point)
- So. San Francisco Conference Center
- Sutro Biopharma
- The Fruitguys
- . Thermo Fisher Scientific

ommuter

Torani

Employees of non-contributing companies may purchase monthly passes in advance from Commute.org. Some restrictions may apply. For more information, please contact Commute.org Shuttle Department at 650.588.1600.

#### South San Francisco Employer Shuttle Rates for July 2016 - June 2017

One Month Pass: \$64 each (Valid for one calendar month)

Specials

Purchase Two Months: Purchase two months of shuttle access at one time, at the regular monthly rate, and receive your 3rd month FREE. This is a \$64 savings compared to purchasing three separate one-month passes. You will receive one shuttle pass, valid for three

consecutive calendar months.

Purchase Four Months: Purchase four months at the regular monthly rate, and receive the balance of the service period\* FREE. This is a maximum savings of \$128 compared to purchasing six separate monthly passes. Maximum savings occurs when the pass is purchased before the new six-month service period. You will receive one shuttle pass, valid until

the end of the current service period.

<sup>‡</sup>Service Period: July 2016 – December 2016 January 2017 - June 2017

> For pass requests received after 10th of the month, the calendar month begins with the first day of the following month. Please allow two weeks for pass delivery. Passes are valid until the last day of the month imprinted on the pass. Passes may only be purchased to be utilized within the service period shown on this form.

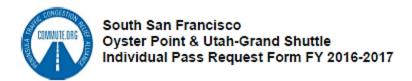
Payments can be made by check, money order and/or Commuter Check via mall or In person. Checks must contain the sender's preprinted

No more than ten (10) Commuter Checks can be submitted as full or partial payment for a pass and no change can be provided - per Commuter Check

We are unable to process credit card orders at this time.

Revised 8/21/2016





*Name:					Date: _			
*Street:			*City:			*Zip:		
*Phone:	( )			Fax:	( )			
*E-Mail:					_			
*Employ Name:	er							
*Is your	employer rei	mbursing your shu	ttle pass p	urchase	?Ye	s	No	
"Required Info	rmation							
Please do n	ot combine n	nultiple requests in o	ne form. Pl	lease cor	nplete a sepa	arate form	for each red	quest.
This requ	est is for or	ne shuttle pass in	the follow	ving cat	egory:			
One-	-Month Pass	- \$64						
Two-	Month Pass	- \$128 (receive 3 <sup>rd</sup> o	onsecutive i	month for	FREE)			
Four	-Month Pass	- \$256 (receive bala	nce of servi	ce period	for FREE)			
Enclosed is	my check, m	oney order and/or C	ommuter C	hecks in	the amount o	f		
Checks or n	noney orders	should be made out	to:	Commu	te.org			
Payment sh	nould be addr	essed to:		400 Oys	te.org SSF Shuttle ster Point Blo san Francisc			
	rg is not resp for delivery of	onsible for any lost o passes.	or misdirecte	ed mail e	ither incomin	g or outgoi	ing. Please	allow
Please do not	write below this i	lne. For Internal Use On	iy:					
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			a:		Staff Member	s Initials:		
		Money Order		_	nominations dis	+ n/ll -		
Commuter Che	ommuter Check #s (list all): Commuter Check Denominations (list all):							

Revised 6/21/2016



#### **EXHIBIT E**

#### **HOW TO EXERCISE SAFELY**

By Dennis Thompson, Jr., HealthDay News [http://www.everydayhealth.com/fitness/basics/tips/how-to-exercise-safely.aspx]

Your fitness level depends on getting regular exercise, but how you approach an exercise program will determine whether it enhances your well-being or actually causes a problem — the exact opposite of your intention. Push yourself too hard or use the wrong equipment, even the wrong shoes, and you can injure yourself.

The first tip to remember: Resist plowing full steam ahead into an exercise program. That's a surefire way to overexert and hurt yourself. A safe fitness plan always starts slowly and develops at a steady pace as you learn proper form and build endurance. As you gain more strength, skill, and stamina, you will be able to ramp up the intensity of your routine.

#### Exercise Program Safety Tip No. 1: Warm Up, Cool Down

You need to prepare your body for exercise by going through a warm-up period. Performing 5 to 10 minutes of low-level aerobic activity will get your blood flowing, increase the temperature of your muscles, and start you breathing faster, all of which help your body adjust to the demands you will be placing on it during exercise Every workout session should end the same way: Cool down following moderate or intense exercise by gradually decreasing your pace, allowing your heart rate and your breathing to return to normal.

#### **Exercise Program Safety Tip No. 2: Stretch**

Stretching before you move into the intense portion of your workout will help you get the most out of your fitness routine and stay flexible in general. Just remember that stretching follows your warm-up — you can injure yourself if you try stretching cold muscles.

Just as you want to cool down after exercise, you also want to stretch after you cool down. Since your muscles will be warm, you will gain even more flexibility from after-exercise stretching. Get the most out of every stretch with these tips:

- Perform each stretch slowly and gently and hold for up to 30 seconds.
- Never bounce during a stretch; relax into it and hold it.
- Ease into each stretch; if you feel any discomfort, you're pushing the stretch too hard.

#### **Exercise Program Safety Top No 3: Get the Right Gear**

You don't have to buy expensive exercise apparel to work out, but you should have the right gear or equipment for the activity you've chosen, both for your comfort and safety. Consult a fitness expert or trainer for specifics, but in general, here's what you'll need:

- Athletic shoes appropriate to the activity, such as walking or running shoes. Keep in mind that workout shoes should be replaced every six months or possibly sooner if you're pounding away at them.
- Weather-appropriate clothing. In warm weather, wear comfortable clothing that allows you to move freely and is light enough to release body heat. In cold weather, dress in layers than can easily peel off, if needed, as your body temperature rises.



 Any necessary protective equipment, such as a helmet for cycling or reflective clothing for street running.

#### **Exercise Program Safety Tip No. 4: Add Variety**

Overuse injuries can occur when you do the same type of exercise over and over again. For example, swimmers place a lot of repetitive strain on their shoulders, while runners pound away at their knees, ankles, and feet. Another negative of "too much of a good thing": Your body will adapt if you do only one type of exercise, and you will find yourself getting less benefit from it.

The best exercise programs involve a mix of aerobic activity and strength training, along with stretching. According to guidelines from the U.S. Centers for Disease Prevention and Control, each week you should aim for a total of 150 minutes of aerobic exercise at a moderate intensity or 75 minutes at high intensity, plus a minimum of two strength-training sessions. Always take off at least one day between strength training sessions to allow your muscles to recover. And consider varying your aerobic activity — swimming, brisk walking, basketball, to name a few — to keep it interesting.

#### **Exercise Program Safety Tip No. 5: Hydrate**

Make sure you're replacing the fluids you are losing through sweat. If you don't, you could end up dehydrated or with heat exhaustion. A good rule of thumb is to drink 2 cups (16 ounces) of water about 15 minutes prior to your exercise program and another 16 ounces after you cool down. Be sure to drink during exercise, too — a quick sip every 15 to 20 minutes will help you stay hydrated.

#### **Exercise Program Safety Tip No. 6: Listen to Your Body Language**

It's normal for your muscles to feel sore 12 to 24 hours after a good workout. But if you have pain that occurs during your workout or immediately afterward, talk to your doctor. The same goes for muscle soreness that persists for more than a week or two. And while it's good to be dedicated to your exercise program, don't work out when you're not feeling well or are extremely tired.

Remember that if you exercise smart and gradually increase the length and intensity of your workouts, you'll stay in the game, stay challenged, and stay safe.





Choose from over 150 classes across a range of formats, time lengths, instructions and styles!



# FOR COMMERCIAL AND INDUSTRIAL PROPERTIES (Page 1 of 7)

Tenai	nt Name	<b>:</b>								
Lease	Addres	ss:								
Lease	Type (	che	ck correct box – <i>right click to pr</i>	opert	ties): Primary Lease/Les	see				
	☐ Sublease from:									
			e following questionnaire is to be as for the specified building/location							
1.0	PROC	ESS	S INFORMATION							
			lanned site use, including a brief e, if any.	desc	ription of manufacturing proce	sses	and/or pilot plants planned			
2.0	HAZA	RD	OUS MATERIALS – OTHER	THA	N WASTE					
			e) non-waste hazardous materials If not, go to Section 3.0.	be/b	eing used or stored at this site?	If s	so, continue with the next			
	2.1	Are	any of the following materials ha	ndle	d on the Property?		No			
	C	disc	naterial is handled if it is used, ge harged, or disposed.] If YES, ch ard categories below.							
			Combustible dusts/fibers		Explosives		Flammable liquids			
			Combustible liquids (e.g., oils)		Compressed gas - inert		Flammable solids/pyrophorics			
			Cryogenic liquids - inert		Compressed gas - flammable/pyrophoric		Organic peroxides			
	_		Cryogenic liquids - flammable		Compressed gas - oxidizing		Oxidizers - solid or liquid			
			Cryogenic liquids - oxidizing		Compressed gas - toxic		Reactives - unstable or water reactive			
			Corrosives - solid or liquid		Compressed gas - corrosive		Toxics - solid or liquid			
	2-2. I	For	all materials checked in Section 2	2.1 at	pove, please list the specific ma	ateria	al(s), use(s), and quantities			

2-2. For all materials checked in Section 2.1 above, please list the specific material(s), use(s), and quantities of each used or stored on the site in the table below; or attach a separate inventory. *NOTE: If proprietary, the constituents need not be named but the hazard information and volumes are required.* 

Material/ Chemical	Physical State (Solid, Liquid, or Gas)	Container Size	Number of Containers Used & Stored	Total Quantity	Units (pounds for solids, gallons or liters for liquids, &



# FOR COMMERCIAL AND INDUSTRIAL PROPERTIES

(Page 2 of 7)

Material/ Chemical	Physical State (Solid, Liquid, or Gas)	Container Size	Number of Containers Used & Stored	Total Quantity	Units (pounds for solids, gallons or liters for liquids, &

2-3. Describe the planned storage area location(s) for the materials in Section 2-2 above. Include site maps and drawings as appropriate.

2-4. Other hazardous materials. Check below (*right click to properties*) if applicable. *NOTE: If either of the latter two are checked (BSL-3 and/or radioisotope/radiation), be advised that not all lease locations/cities or lease* 



# FOR COMMERCIAL AND INDUSTRIAL PROPERTIES (Page 3 of 7)

agreements allow these hazards; and if either of these hazards are planned, additional information will be required with copies of oversight agency authorizations/licenses as they become available. Risk Group 2/Biosafety Risk Group 3/Biosafety Radioisotopes/Radiation Level-2 Biohazards Level-3 Biohazards 3.0 **HAZARDOUS WASTE (i.e., REGULATED CHEMICAL WASTE)** Are (or will) hazardous wastes (be) generated? ☐ Yes ☐ No If YES, continue with the next question. If not, skip this section and go to section 4.0. Are or will any of the following hazardous (CHEMICAL) wastes generated, handled, or disposed of (where applicable and allowed) on the property? Process sludges **PCBs** Liquids **Solids** Metals wastewater

3-2. List and estimate the quantities of hazardous waste identified in Question 3-1 above.

			WASTE TYPE			
	HAZRDOUS (CHEMICAL) WASTE GENERATED	SOURCE	RCRA listed (federal)	Non- RCRA (Calif- ornia ONLY or recycle)	APPROX. MONTHLY QUANTITY with units	DISPOSITION [e.g., off-site landfill, incineration, fuel blending scrap metal; wastewater neutralization (onsite or off-site)]
3-3.	Waste characterization by:	Process knowledge		A lab ana	alvsis □ Be	oth $\square$

3-4.	Please include name, location, and permit number (e.g. EPA ID No.) for transporter and disposal
	facility if applicable. Attach separate pages as necessary. If not yet known, write "TBD."

Hazardous Waste Transporter/Disposal Facility Name	Facility Location	Transporter (T) or Disposal (D) Facility	Permit Number

3-5. Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment? *NOTE: This does NOT mean fume hoods; examples include air scrubbers, cyclones, carbon or HEPA filters at building exhaust fans, sedimentation tanks, pH neutralization systems for* 



# FOR COMMERCIAL AND INDUSTRIAL PROPERTIES (Page 4 of 7)

	te" in (	<u>California)</u>	waste (i.e., RE							
4-2.	Checl Act:	k the types of	waste that will be	genei	rated, all of which	n fall under th	he Ca	lifornia N	Medical Waste	
		Contaminated contaminated Group 2 mate			Animal carcasse	s		suspecte	gy waste known or ed to be contamina Risk Group 2 patho	ted
			nazardous waste Risk Group 2		Human or non-h primate blood, ti			and/or F	Chemotherapeutic V Pharmaceutical was	
		(i.e., with $\geq F$ materials) for			(e.g., clinical spe	ecimens)			herwise regulated a chemical waste	
4-3.		materials) for		auto					herwise regulated a	
4-3. 4-5.	What	materials) for vendor will b	autoclaving		claving and/or inc		-	RCRA o	chemical waste	
4-5.	What Do yo	materials) for vendor will b ou have a Mec	e used for off-site	t for t	claving and/or inc	cineration?  So No, no	icatio	RCRA of uired.	chemical waste	
4-5.	What Do you DERGR Are uthe st	wendor will be to have a Meconderground storage of petro	the used for off-site dical Waste Permi RAGE TANKS (UST oleum products, ch	t for t  USTS  s), abaemica	claving and/or includes this site? Ye No S) & ABOVEGR	es No, no but an apple COUND STO	icatio  ORAC  (Γs), o	uired. on will be GE TAN r associa	chemical waste	for
4-5.	What Do you DERGR Are use the steplanner NOTE	wendor will be to have a Medical Mound of the state of petroned operations will be to see the state of the st	the used for off-site dical Waste Permi marks (UST oleum products, chartened for the use of the use	USTS (s), about the mical Y (see a see a s	claving and/or includes this site? Ye No	cineration?  So No, no possible to the tanks (AST) despresent or the tanks (AST) despresent or the tanks (AST).	DRAC Ts), on site	uired. on will be GE TAN r associa (lease re	e submitted.  KS (ASTS)  ted pipelines used	for
4-5.	What Do you DERGR Are use the steplann NOTE [NOTE   NOTE   ASTS	wendor will be to have a Med anderground stronge of petroled operations  E: If you will have a backup or, skip to section	the used for off-site dical Waste Permi marks (UST oleum products, chartened for the use of the use	usts  s), about the many that the microscopic of th	claving and/or incential site? Yes Yes No.  S) & ABOVEGROUSE oveground storage als, or liquid waste Yes No.  The mergency power gultiple tenants, the describe capacity	cineration?  So No, no o, but an appl  COUND STO the tanks (AST these present or the tentral to the tanks of	DRAC  (Γs), on site  en you  rd us  ge, ty	uired. on will be GE TAN r associa (lease re u will have pe of the	e submitted.  KS (ASTS)  ted pipelines used inewals) or required  we at least one AST  adles the permits.]	for

\*NOTE: The following are examples of leak detection / spill prevention measures: integrity testing, inventory reconciliation, leak detection system, overfill spill protection, secondary containment,



# FOR COMMERCIAL AND INDUSTRIAL PROPERTIES (Page 5 of 7)

cathodic protection.

6.0

**7.0** 

	1
5-2.	Please provide copies of written tank integrity test results and/or monitoring documentation, if available.
5-3.	Is the UST/AST registered and permitted with the appropriate regulatory agencies?
	If YES, please attach a copy of the required permit(s). See Section 7-1 for the oversight agencies that issue permits, with the exception of those for diesel emergency power generators which are permitted by the local Air Quality District (Bay Area Air Quality Management District = BAAQMD; or San Diego Air Pollution Control District = San Diego APCD).
5-4.	If this Questionnaire is being completed for a lease renewal, and if any of the USTs/ASTs have leaked, please state the substance released, the media(s) impacted (e.g., soil, water, asphalt, etc.), the actions taken, and all remedial responses to the incident.
5-5.	If this Questionnaire is being completed for a lease renewal, have USTs/ASTs been removed from the Property?
	☐ Yes ☐ No
	If YES, please provide any official closure letters or reports and supporting documentation (e.g., analytical test results, remediation report results, etc.).
5-6.	For Lease renewals, are there any above or below ground pipelines on site used to transfer chemicals or wastes?
	☐ Yes ☐ No
	For new tenants, are installations of this type required for the planned operations?   Yes   No
	If YES to either question in this section 5-6, please describe.
ASBI	ESTOS CONTAINING BUILDING MATERIALS
inforr mater inforr	e be advised that an asbestos survey may have been performed at the Property. If provided, please review the nation that identifies the locations of known asbestos containing material or presumed asbestos containing ial. All personnel and appropriate subcontractors should be notified of the presence of these materials, and ned not to disturb these materials. Any activity that involves the disturbance or removal of these materials be done by an appropriately trained individual/contractor.
ОТН	ER <u>REGULATORY PERMITS/REOUIREMENTS</u>
7-1.	Does the operation have or require an industrial wastewater permit to discharge into the local National Pollutant Discharge Elimination System (NPDES)? [Example: This applies when wastewater from equipment cleaning is routed through a pH neutralization system prior to discharge into the sanitary or lab sewer for certain pharmaceutical manufacturing wastewater; etc.] Permits are obtained from the regional sanitation district that is treating wastewater.
	Yes No No, but one will be prepared and submitted to the Landlord property management company.



# **ENVIRONMENTAL QUESTIONNAIRE**

# FOR COMMERCIAL AND INDUSTRIAL PROPERTIES (Page 6 of 7)

	If so, please attach a copy of this permit or provide it later when it has been prepared.
7-2.	Has a Hazardous Materials Business Plan (HMBP) been developed for the site and submitted via the State of California Electronic Reporting System (CERS)? [NOTE: The trigger limits for having to do this are $\geq 200$ cubic feet if any one type of compressed gas(except for carbon dioxide and inert simple asphyxiant gases, which have a higher trigger limit of $\geq 1,000$ cubic feet); $\geq 55$ gallons if any one type of hazardous chemical liquid; and $\geq 500$ pounds of any one type of hazardous chemical solid. So a full-sixe gas cylinder and a 260-liter of liquid nitrogen are triggers! Don't forget the diesel fuel in a backup emergency generator if the diesel tank size is $\geq 55$ gallons and it is permitted under the tenant (rather than under the landlord).] NOTE: Each local Certified Unified Program Agency (CUPA) in California governs the HMBP process so start there. Examples: the CUPA for cities in San Mateo County is the County Environmental Health Department; the CUPA for the City of Hayward, CA is the Hayward Fire Department; the CUPA for Mountain View is the Mountain View Fire Department; and, the CUPA for San Diego is the County of San Diego Hazardous Materials Division (HMD),
	☐ Yes ☐ No, not required. ☐ No, but one will be prepared and submitted, and a copy will be provided to the landlord property management company.
	If one has been completed, please attach a copy. Continue to provide updated versions as they are completed. This is a legal requirement in that State law requires that the owner/operator of a business located on leased or rented real property shall notify, in writing, the owner of the property that the business is subject to and is in compliance with the Hazardous Materials Business Plan requirements (Health and Safety Code Chapter 6.95 Section 25505.1).
7-3.	NOTE: Please be advised that if you are involved in any tenant improvements that require a construction permit, you will be asked to provide the local city with a Hazardous Materials Inventory Statement (HMIS) to ensure that your hazardous chemicals fall within the applicable Fire Code fire control area limits for the applicable construction occupancy of the particular building. The HMIS will include much of the information listed in Section 2-2. Neither the landlord nor the landlord's property management company expressly warrants that the inventory provided in Section 2-2 will necessarily meet the applicable California Fire Code fire control area limits for building occupancy, especially in shared tenant occupancy situations. It is the responsibility of the tenant to ensure that a facility and site can legally handle the intended operations and hazardous materials desired/ needed for its operations, but the landlord is happy to assist in this determination when possible.
CERTIFICA	ATION .
warrant that I also unders	r with the real property described in this questionnaire. By signing below, I represent and the answers to the above questions are complete and accurate to the best of my knowledge. stand that Lessor will rely on the completeness and accuracy of my answers in assessing mental liability risks associated with the property.
Signa	ature:
Nam	a.
Title	
Date	



# FOR COMMERCIAL AND INDUSTRIAL PROPERTIES (Page 7 of 7)

Telephone:
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