



December 5, 2017

Subject: Facility Management Service Provider Announcement

Dear Sir or Madam:

ABB Inc. (“ABB”) is pleased to announce that Jones Lang LaSalle Americas, Inc. (“JLL”) has been selected to provide Integrated Facility Management (“IFM”) services at select locations effective January 22, 2018 (“Start Date”).

JLL will be directly responsible for the coordination of facility management services. They will initiate requests for quotes, authorization to begin work, and payment of invoices upon completion of work. Please refer to the enclosed introductory letter from Jones Lang LaSalle for more information. You must complete their request for information in order to continue to provide services to ABB at the affected locations.

It is the intent of ABB and JLL that there is no disruption in services during this transfer of responsibilities.

If you have any questions, please contact Jones Lang LaSalle’s vendor hotline at email ABB.Vendor@am.jll.com. We value your relationship with ABB and hope you will continue to serve us through our chosen facility management service provider.

Thank you for your support and cooperation during this transition.

Sincerely,

Erin Boggs
Regional Category Manager, Facilities



December 5, 2017

Subject: ABB Inc. Supplier Notification

Dear Service Provider:

Jones Lang LaSalle Americas, Inc. (“JLL”) is pleased to announce that ABB Inc. (“ABB”), Baldor, A Member of the ABB Group, and Thomas & Betts, A Member of the ABB Group, has selected JLL to provide Integrated Facility Management Services (“IFM”) effective January 22, 2018.

What this means for your company

To ensure timely payment for your continued service to ABB after January 22, 2018, **please read the information in this package in its entirety and comply with all related requirements on or before each requested date.** We’ve included a checklist at the end of the package to help you keep track of the steps required to comply with our supplier program. **Your performance of any services after the effective date noted above shall constitute your agreement to the terms set forth in this letter and its attachments.**

Some of the benefits of this enhanced program are:

- Increased exposure within JLL to both quickly and easily qualify for additional work
- Access to JLL Best Practices to drive a culture of safety and ethical business practices
- Best-in-class compliance standards to ensure continued service delivery at ABB

We look forward to working with your company to ensure a smooth transition and continued service delivery to ABB. Should you have any questions about this letter or the enclosed package, please contact the JLL supplier hotline at 1-855-307-8015 or e-mail ABB.Vendor@am.jll.com.

Very truly yours,

Supply Chain Lead for the Deployment Team
Jones Lang LaSalle Americas, Inc.

Request for Information**Effective Date: January 22, 2018****Complete By: January 5, 2018**

Instructions

A response to the request for information is required to continue providing service to ABB and register your company in our Accounts Payable system. We recognize that our primary contact with your company may be at a regional or national level. Please ensure all communication and changes in process reach your employees servicing ABB on-site or at the local level.

JLL's Screening Program and On-Boarding Process

JLL uses an online supplier pre-qualification and compliance program, and has engaged Avetta (www.Avetta.com) to support our efforts. Please see the attached JLL Pre-Qualification and Compliance Program document that will walk you through the Request for Information process.

On JLL's behalf, Avetta will validate your organization's documentation and adherence to JLL's working practices, advising us of your organization's compliance using a Red, Amber, Green flag system.

All information must be completely entered no later than January 5, 2018.

Rate Card

The rate card is an integral part of the Corrigo process, and is required from you. It provides detailed price information for services, which allows for recording and allocating costs to ensure compliance. A rate card was attached to the email notification which your company received.

Please fill out the rate card and submit to the supplier hotline at ABB.Vendor@am.jll.com.

Certificate of Insurance (COI)

A Certificate of Insurance for the services your company is performing for ABB reflecting coverage types, amounts, and additional insured entitled as found in the attached Terms and Conditions. **Jones Lang LaSalle Americas, Inc. and ABB should be listed as additional insured.**

COI requirements and documentation will be managed through Avetta. Your company must complete the Avetta registration process and upload a copy of your COI into Avetta.

EXHIBIT C - INSURANCE REQUIREMENTS

1. The Service Contractor shall evidence at least the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from Service Contractor's insurance:

- A. Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 04 13 or another "occurrence" form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

\$1,000,000 Per Occurrence Limit
\$2,000,000 General Aggregate Limit

This coverage shall be primary to Owner and Manager's coverage, and Owner and Manager's coverage shall be noncontributory.

- B. Excess or Umbrella Liability

Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$2,000,000 each occurrence and \$2,000,000 annual aggregate.

- C. Worker's Compensation - Statutory Limits

- D. Employers' Liability

With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.

- E. Commercial Automobile Liability

Combined Single Limit - \$1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

- F. Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.

EXHIBIT C – INSURANCE (CON'T)

G. Crime Insurance / Fidelity Bond

Service Contractor is responsible for loss to Owner and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.

H. Errors and Omissions / Professional Liability (*applicable to Uninterrupted Power Service (UPS) services and Service Contractors providing Consulting and/or Professional Services related to the Contract Duties*)

Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

I. Environmental Impairment / Pollution Legal Liability (*applicable to any disposal, handling, use, and/or transit of any hazardous gas, liquid, and/or solid as part of the services and/or work related to the Contract Duties*)

Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. Such insurance shall include, but not be limited to, coverage for sudden & accidental and non-sudden pollution conditions, bodily injury (including death), property damage (including its resulting loss of use thereof), clean-up costs, and defense costs. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the completion of the work.

2. The Commercial General Liability and Commercial Automobile Liability policies shall include the following as additional insured, including their affiliates, officers, directors and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent shall be utilized for the Commercial General Liability policy. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.

1. Jones Lang LaSalle Americas, Inc.
2. ABB Supply Operations Ltd.

3. Service Contractor waives any and all rights of subrogation with respect to its commercial Property and Worker's Compensation insurance policies against the parties identified above in Paragraph 2.
4. All policies will be written by companies licensed to do business in the State of [\[insert state where property is located\]](#) and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
5. Service Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except Property Insurance. Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.
6. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following provision:

"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

7. The following should be listed as the Certificate Holder:

Jones Lang LaSalle
c/o Avetta
PO Box 51387
Irvine, CA 92619

Invoice and Payment Process

Effective: January 22, 2018

Ensuring Timely Payments

To ensure timely payment for your continued service to ABB after January 22, 2018, **please read the below information in its entirety and comply with all related requests by January 5, 2018.**

Invoices for Services and Goods

All invoices for services rendered and inquiries regarding payment for services rendered **prior to January 22, 2018**, should be sent to ABB as done previously. Please ensure all past due invoices for services and goods performed prior to January 22, 2018, have been reconciled and any remaining invoices submitted to ABB no later than 60 days after the effective date.

As of January 22, 2018, invoicing will be completed within the Corrigo work order system. The process is simple, transparent, and removes the need for email, faxes, and phone calls.

Details around invoice submittal and payment will be captured in the training materials that you will be provided closer to Go-Live. Question & Answer sessions will be hosted by Corrigo to supplement the training materials, so any remaining questions can be addressed during the scheduled Q&A session(s).

More information regarding Corrigo can be found under Section III of this packet.

Work Orders

A Work Order number for existing recurring services and new services will be issued when the supplier has been contacted to perform the work. For services provided on-site to ABB for non-recurring services, a Work Order number will also be issued to perform additional work. A Work Order number will need to be listed on all invoices to satisfy JLL's internal accounting requirements for prompt payment.

Payment Terms

Payment terms for all undisputed amounts are Net 90 days from JLL's receipt of a valid invoice, provided invoice is received prior to process cutoff date. JLL shall pay Supplier only as and when ABB provides JLL with the funds to cover such payment. Payment will be made via check to the remittance address on file.

Service Request Process

Effective: January 22, 2018

Dispatch of Service Requests

For services provided on-site to ABB, you will receive your service requests electronically with our easy to use web-based application called Corrigo. This will eliminate headaches associated with paperwork, phone messages, approvals, and overall communication.

Starting January 22, 2018, JLL will only assign service requests via the Corrigo network. Service requests will no longer be assigned in any other way. To receive service requests, you must join the Corrigo network through a simple subscription process.

Service requests will include a not to exceed dollar amount as well as a local JLL contact. Service requests do not require the requestor's signature upon completion. If the work performed is billable, your invoice will be created electronically, submitted for approval and paid through the Corrigo network.

Corrigo, a wholly owned subsidiary of JLL, does not charge an upfront fee to join and connect with ABB. There is a \$5 fee for each accepted service request or if you plan on receiving a large number of service requests through the Corrigo network, you may opt for a \$30 unlimited monthly plan, which will cover all service requests received in that portal from any customer on the network during that month. A credit card or bank account will be required to register.

Once you have subscribed to the Corrigo network, you will have access to other valuable tools that will help your every-day business communication. You can select Smart Zones to be visible to other service requestors on Corrigo's network sourcing tools. Smart Zones are the geographic area where you provide service. The first Smart Zone is included in your subscription and each additional Smart Zone is \$2.50 per month. It's an easy way to grow your business!

Corrigo will contact you with instructions for joining as soon as you are approved as a supplier for ABB. To assist in connecting, Corrigo will provide comprehensive training materials, online training resources, and dedicated support via phone or web.

At this time, Corrigo can also assist in identifying and linking a possible existing account for your company.

If you have additional questions, please contact Corrigo at connect@corrigo.com, or view the Corrigo Pro Quick Reference Guide site at <http://corrigosupport.desk.com/?t=667078> for helpful training videos and an FAQ document.

Corrigo Training

- Please attend 1 of the 2 Question & Answer Sessions listed below to address remaining questions.

Date	Start Time (EST)	End Time (EST)	Corrigo Webinar Link
Tuesday, 1/6	2:00 PM	3:00 PM	https://register.gotowebinar.com/register/5879911494887423489
Wednesday, 1/7	11:00 AM	12:00 Noon	https://register.gotowebinar.com/register/5277224091809399810

Account Management Process

Effective: January 22, 2018

Please Join Us for a Supplier Information Call

Our goal for this initial communication is to provide as much information as possible about the change in process. A representative from your company is invited to attend a supplier information call. JLL will provide an overview of the changes in facility management, confirm the goods/services in scope and address any concerns you may have about the information in this package and the registration process.

The call will be hosted twice. Please choose the day and time that best fits your schedule.

Date	Start Time (EST)	End Time (EST)	Audio Dial In and Passcode
Thursday, 12/7/17	12:00 Noon	1:00 PM	Toll Free: (844) 572-5884 Conference ID: 6994639
Friday, 12/8/17	2:00 PM	3:00 PM	Toll Free: (844) 572-5884 Conference ID: 7698767

Please Note: *Your Company only needs to attend 1 out of the 2 supplier information call sessions*

JLL Pre-Qualification & Compliance Program

Effective: January 22, 2018

Complete by: January 5, 2018

Our relationship with suppliers is critical to our success and reputation with our clients. JLL is committed to building relationships with suppliers who embrace a culture focused on compliance, safety and sustainability, and who can demonstrate their commitment to our performance standards.

This includes ensuring that all appropriate documentation supporting JLL and client standards are in place and available for JLL to review.

To achieve this goal, JLL has partnered with Avetta (www.avetta.com). On JLL’s behalf, Avetta will validate your organization’s documentation and adherence to JLL and client standards and advise us of your organization’s compliance using a Red, Amber, Green flag status system.

To join the program there is a one-time activation fee, and an annual membership cost. Your annual membership in the JLL standard program allows you to link to as many JLL client sites within North America as you service for the same flat fee.

Membership Fee Overview for Suppliers New to Avetta

- \$ 99 One Time Activation Fee (discounted from \$249 with use of coupon)
- \$100 Program Management Fee
- \$209 DocuGuard Program
- \$109 InsureGuard Program

As a special incentive, the one-time activation fee will be discounted for suppliers who register in the first 60 days of this program launch. **Enter the coupon code JLLUSA0218 during the checkout process to receive your discount.**

For existing Avetta members outside the JLL program, any fees due are dependent upon where you fall in the pricing tier.

If your organization is already an Avetta member, JLL will recognize the data you have already submitted. You will need to link your organization to JLL North America–ABB US account and complete our specific requirements where applicable. Please be aware that registration with Avetta is a mandatory requirement for all new supplier contracts going forward, and any suppliers who do not register in the Avetta system will be unable to provide services to JLL in the future.

Please join us at one of the dates/times below for an overview of the Avetta compliance program.

Thank you in advance for your participation. If you have any questions please contact the Avetta team at 877-725-3022 or registrations@Avetta.com.

URL	Conference Line	Date	Time (EST)
https://jll.webex.com/jll/j.php?MTID=m3ab1bb1179b28d26c887c503b52d29a0	Dial 866 259 9955 Passcode 216-226-2034	Monday, December 11th	1-2 PM EST
https://jll.webex.com/jll/j.php?MTID=m4e73cffb27442d2fba8be3727a475ea6	Dial 866 259 9955 Passcode 216-226-2034	Thursday, December 14th	3-4 PM EST

PHASE I: Registration (Required by: December 22, 2017)

Register online– Suppliers may access the Avetta website at <http://pages.avetta.com/JLL-ABB-US.html>. Select the JLL North America- ABB US account as the client for registration. The JLL program consists of the DocuGuard and InsureGuard offerings.

- If you have questions regarding the Avetta process, Avetta is happy to provide registration assistance by phone, at **877-725-3022**.

PHASE II: Pre-qualification (Required by: January 5, 2018)

- **Complete the Pre-qualification Form (PQF), Diversity and the JLL Specific questionnaires** – The first part of the review process requires contractors and suppliers to complete and submit a prequalification form. This includes general information about your company, its service offerings and coverage area, accounts payable information, etc.
- **Upload EHS Program documentation** – You will be asked to provide details and documentation regarding the past three years of safety records.
- **Upload your Certificate of Insurance** – Be sure to verify that your insurance certificate meets the JLL insurance requirements before uploading. A copy of the requirements will appear on the Avetta portal.
- **Respond to any audit questions** – After your paperwork is submitted, Avetta representatives will reach out and ask for any clarification or additional information after they have completed their review and audit of the information. We are here to help provide guidance and support.

PHASE III: Qualification deadline (Required by: January 22, 2018)

- **“Green Flag” status** – Once you have achieved green flag status, your company is rated as compliant in the Avetta Organizer and available for work with JLL.

Avetta has a team dedicated to help you complete your registration and maintaining your membership. If you have any questions please contact them at 877-725-3022 or registrations@Avetta.com.

AVETTA FAQ

Why is JLL moving to this online prequalification and compliance platform?

The business landscape demands it. Clients expect this rigorous level of review and evaluation as a required component of doing business. Our clients, and by extension their subcontractors, are increasingly subject to stricter regulatory requirements and compliance challenges within their industries. They look to JLL to ensure those obligations are being met with documented proof.

What are the benefits to me as a JLL supplier?

Suppliers who successfully register through the portal will increase their visibility within JLL. Registering is essential to qualifying for additional work. Your organization and its capabilities will be viewable by all of the JLL client accounts that participate in the platform.

What are the additional benefits to me for joining Avetta beyond JLL?

In addition to maintaining and developing your relationship with JLL, you can search for other Avetta clients that require your skills and experience. Other members include major organizations across the Building Materials, FM, Manufacturing, Chemical, Oil & Gas, Telecoms & Pharmaceutical industries to name but a few. As an international provider, Avetta will give your organization visibility in all locations where you're able to work. Avetta will also support each contractor by providing technical guidance around any shortfalls against the client's requirements.

What is the annual membership fee?

- \$209 DocuGuard Program
- \$109 InsureGuard Program
- \$100 Program Management Fee

In addition to the annual membership there is a one-time activation fee.

Please note that additional fees may be incurred if the supplier is currently working with, or wishes to work with other Avetta clients above and beyond JLL.

The full fee structure can be accessed by logging onto the Avetta website (www.avetta.com) and going through the initial registration process. Alternatively these can be requested directly from Avetta using the contact details below.

How does a supplier make the payment?

Payments to Avetta can be made by either credit card or mail in payment to the address listed below.

What is a supplier required to do if already a member of Avetta?

Log into your existing account, connect with JLL to review specific requirements and ensure your company information is updated. This will be highlighted on your homepage as Open Tasks, and your Avetta CSR will support you through the process.

How can I contact Avetta for further information?

Phone: 877-725-3022

Email: registrations@Avetta.com

Address: Avetta HQ

17671 Cowan #125

Irvine, CA 92614

Checklist for Completion of Registration Process

To ensure timely payment for your continued service to ABB after January 22, 2018, check off each item below from your list as you complete it to ensure that you become 100% compliant:

- Register with Avetta to complete JLL Pre-Qualification and Compliance Program **by January 5, 2018**
- Join one of the JLL supplier information calls
- Join one of the Avetta supplier information calls
- Register for the Corrigo Network subscription **by January 5, 2018**
- Join one of the Corrigo training calls listed above (An invitation will be sent by Corrigo)
- Complete and submit Rate Card in Excel (*Attachment to email notification*) to ABB.Vendor@am.jll.com **by January 5, 2018**
- Follow guidelines for invoices for services rendered and inquiries regarding payment for services rendered prior to and after January 22, 2018.

Please note that you will receive follow-up phone calls from the JLL Supply Chain Team regarding registration and the Corrigo Team with instructions for joining the work order network.

Should you have any questions about this letter or enclosed package, please contact the JLL supplier hotline at 1-855-307-8015 or e-mail ABB.Vendor@am.jll.com.

Contact List for Questions

General Transition Questions – JLL

Phone: 1-855-307-8015

Email: ABB.Vendor@am.jll.com

Work Order Network (Corrigo) Tech Support

Connection & Set-Up

Email: connect@corrigo.com

Support Line

Phone: 800-517-2705

Email: support@corrigo.com Or, Click on the “Support” link on the Network Login Page

Vendor Screening Portal (Avetta)

Phone: 877-725-3022

Email: registrations@Avetta.com

ABB Facilities that JLL will provide IFM services

Designation- FID #	Full Address
ABB- 9AAE100958	1250 Brown Road, Auburn Hills, MI
ABB- 9AAE100985	2300 Mechanicsville Highway, Florence, SC
ABB- 9AAE100980	4300 Coral Ridge Drive, Coral Springs, FL
T&B - 9AAE102897	5601 E. Highland Drive, Jonesboro, AR
T&B - 9AAE102923	6625 Bluewater Road NW, Albuquerque, NM
ABB- 9AAE100952	1133 S. Cavalier Drive (Hwy 412), Alamo, TN
ABB- 9AAE100962	7051 Industrial Boulevard, Bartlesville, OK
ABB- 9AAE100965	171 Industry Drive (State Route 42), Bland, VA
ABB- 9AAE101454	231 Theobald Avenue, Greensburg, PA
ABB- 9AAE100997	655 Century Point, Lake Mary, FL
ABB- 9AAE101005	100 Distribution Circle, Mt. Pleasant, PA
ABB- 9AAE103886	1555 Scott Street, Senatobia, MS
ABB- 9AAE100995	500 Westinghouse Drive, Jefferson City, MO
Designation- FID #	Full Address
Baldor- 9AAE102417	6040 Ponders Court, Greenville, SC
Baldor- 9AAE102428	305 Ballman Road, Westville, OK
Baldor- 9AAE102456	4349 Avery Drive, Flowery Branch, GA
Baldor- 9AAE102408	100 Rockwell Drive, Rogersville, TN
Baldor- 9AAE102457	195 & 197 Collins Industrial Drive, Athens, GA
Baldor- 9AAE102445	70 Industrial Park Access, Columbus, MS
Baldor- 9AAE102444	3560 Scarlet Oak Boulevard, Saint Louis, MO
Baldor- 9AAE102411	5024 Pelham Road, Greenville, SC
Baldor- 9AAE102404	5711 R S -Boreham Jr. Street, Fort Smith, AR
Designation- FID #	Full Address
T&B- 9AAE102903	12 Southland Road, Ormond Beach, FL
T&B- 9AAE102933	260 Dennis Street, Athens, TN
T&B- 9AAE102932	200 Challenger Dr. (& ancillary resin bldg), Portland, TN
T&B- 9AAE102915	442 E. Stonewall Road, Byhalia, MS
T&B- 9AAE102919	1 Esna Park on Newburgh Road, Hackettstown, NJ

Terms and Conditions

TERMS AND CONDITIONS

Term. Unless sooner terminated as provided below, the term of this agreement shall begin on **January 22, 2018** and your acceptance of these terms and conditions shall be evidenced by you continuing to provide services (the "Services") as described in the agreement and/or purchase order ("Prior Agreement") directly between you and ABB Supply Operation Ltd ("Owner") and shall continue until Jones Lang LaSalle Real Estate Services ("Manager") provides you with thirty (30) days prior written notice of early termination. However upon your breach of this Agreement, Manager may terminate this Agreement immediately upon written notice to you. This Agreement is an interim agreement put in place to address the continuation of Services under Manager as the provider of Integrated Facility Management Services. Manager may elect to replace this Agreement with a full Subcontract for Services between you and Manager at a later date.

Contract Duties. You shall timely and fully perform all of the Services in a good and workmanlike manner, and in accordance with industry standards established by those engaged in the Services and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to your employees, and all other expenses whatsoever incurred in the performance of the Services; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Services and to otherwise comply with all laws and governmental regulations pertaining to performance of the Services.

Compensation. Manager shall pay you for the Services in the amounts and at the rates established in the Prior Agreement. You shall bill Manager for such compensation not more frequently than monthly for on-going services; or upon completion of a specific job for periodic services. Anything herein to the contrary notwithstanding, Manager shall pay you only as and when Owner provides Manager with the funds to cover such payment pursuant to the Manager's agreement with Owner. Manager shall not be liable to you for failure to pay you hereunder unless Manager fails to make payments to you for which funds have been provided to Manager by Owner. If you fail to invoice Manager for any amount within ninety (90) days after the month in which the Services were performed you shall waive any right you otherwise may have to invoice for and collect or otherwise receive such amounts. **Payment terms are net 90 days.** All invoices must contain your taxpayer identification number, and you will follow directions to enable Owner's payment through the payment method selected by Owner, which may be an electronic funds transfer method.

Relationship of Parties. You are retained by Manager only for the purpose and to the extent set forth herein and your relationship with Manager shall, during the entire term of this Agreement, be that of independent contractor so that neither you, nor any employee, agent, servant, officer, director or shareholder of yours, shall be deemed an agent, servant or employee of Manager or Owner.

Insurance. At all times while performing the Services, you shall maintain, at your sole cost and expense, the insurance set forth below, from insurance companies and in a form reasonably satisfactory to Manager with limits of liability not less than stated below:

- A. Commercial General Liability
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location.
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
- B. Worker's Compensation - Statutory Limits
- C. Employer's Liability
With minimum liability limits of \$1,000,000 bodily injury by accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
- D. Commercial Automobile Liability
Combined Single Limit - \$1,000,000 per accident.
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
- E. Property Insurance
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by you.
- F. Excess/Umbrella Liability
\$[2,000,000] per occurrence and \$[2,000,000] annual aggregate
- G. Fidelity Bond/Crime - \$1,000,000 per occurrence
- H. E&O Liability (Professional Liability) - \$5,000,000 per claim and \$5,000,000 aggregate. This insurance is required **only** if you provide any consulting, advisement, engineering, or uninterrupted power supply (UPS) services and/or work.

Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their officers, directors and employees: Jones Lang LaSalle Americas, Inc. and Owner. You waive any and all rights of subrogation against the parties identified above as additional insureds. You shall furnish to the Manager Certificate(s) of Insurance evidencing the above coverage except Property Insurance under E. Certificate(s) of Insurance relating to policies required under this Agreement shall provide that the insurer will endeavor to give Manager thirty (30) days prior written notice of cancellation.

Indemnification. To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless Owner and Manager and their respective officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties (each a "Claim"), whether actual or alleged, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with: (a) your performance of (or failure to perform) the Services; (b) a violation of any laws or any negligence, gross negligence or willful misconduct by you or your affiliates, subcontractors, agents or employees during performance of the Services; and/or (c) a breach of this Agreement by you or any of your affiliates, subcontractors, agents or employees.

If a Claim is made, Owner and Manager shall provide reasonable assistance and timely documentation to you. Your assumption of a Claim defense shall include the right to oppose or settle such Claim, provided that Owner and Manager shall have the right to employ separate counsel and participate in the defense and investigation of such Claim at their sole cost. You shall not enter into any agreement, agreed order, consent judgment, or the like which is binding on Owner or Manager without such party's written consent. However, you can settle the Claim without the consent of Manager and Owner as long as a full and unconditional release is provided to Manager and Owner and no agreed order, consent judgment or the like is entered to the prejudice of Manager and Owner. Your obligations under this section shall be limited only to the extent the Claim is determined by a court of competent jurisdiction to have resulted from the negligence or willful misconduct of Owner, Manager or any third party not affiliated with you. Claims must be submitted to your insurance carrier for coverage prior to any submission to Owner or Manager.

Assignment and Delegation. This Agreement may not be assigned by you. Any attempted assignment by you shall be void and of no force and effect. Manager may assign this Agreement, at any time in its sole and absolute discretion, by giving you written notice specifying the assignee and effective date of assignment. You shall not utilize any subcontractor in connection with providing the Services without the prior written approval of Manager, which may be withheld in Manager's sole discretion. You shall include in any approved subcontracts all provisions of this Agreement that may be applicable to the performance of the subcontract. Utilization of, or Manager's approval of, any subcontractor shall in no way relieve you of any of your obligations or liabilities under this Agreement.

Compliance. You agree at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All of your employees assigned to the Property will have had their identity and eligibility for work within the United States properly verified. You also shall ensure that all personnel performing any Services comply with the basic provisions of OSHA Safety and Health Standards (29 C.F.R. § 1910) and General Construction Standards (29 C.F.R. § 1926) as such federal regulations are applicable to the specific tasks constituting the Services (if any). You are prohibited from bringing any firearms, explosives or weapons of any kind onto the Owner's Property. At all times you shall comply with Owner's Rules and Regulations for Contracted Service Personnel as provided to you by Manager as well as any other rules or regulations reasonably imposed by Manager in connection with the safe and efficient operation of Owner's property and/or the performance of the Services. You are required to be an Equal Opportunity and Affirmative Action Employer. You shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry or any other protected characteristic in accordance with applicable law. Unless you are exempt under the terms of these regulations, the Equal Opportunity Clauses set forth at 41 C.F.R. § 60-1.4(a) (for women and minorities), 41 C.F.R. § 60-250.5(a) and 41 C.F.R. § 60-300.5(a) (for veterans), and 41 C.F.R. § 60-741.5(a) (for individuals with disabilities), the provisions of 41 C.F.R. § 61-250.10 and 41 C.F.R. § 61-300.10 (veterans' employment reports), and the provisions of 29 C.F.R. Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated as terms and conditions of this Agreement by this reference. **41 C.F.R. § 60-300.5(a) prohibits discrimination against qualified protected veterans, and requires affirmative action to employ and advance in employment qualified protected veterans.** Manager has the right to require you to remove from your work force assigned to the Services any employees or subcontractor's employees whose presence Manager deems, in its sole discretion, to be detrimental to the best interests of the Owner.

Confidential Materials. All drawings, specifications, studies, analyses, opinions, recommendations, reports, or other information and material of any nature, and copies thereof, (i) provided to you by Owner or Manager; (ii) prepared pursuant to this Agreement; or (iii) to which you otherwise gain access during the performance of the Services are the property of Owner and are to be treated as confidential. They are not to be disclosed to others without Owner's prior written approval and are to be delivered to Owner or Manager on request and in all events upon completion of the Services, or termination of this Agreement pursuant to the terms hereof.

No Liens. You shall neither suffer nor permit the attachment of any liens upon the Owner's property as a direct result of your performance of the Services.

Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material man, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section.

Miscellaneous Provisions. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. Failure of Manager at any time to require performance by you of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Manager of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding. This Agreement shall be governed by and construed in accordance with the laws of the State of [insert state where property is located or "where Services are performed"] (other than its rules as to conflicts of law which might require application of laws of another jurisdiction). You acknowledge that time is of the essence in regard to its performance under this Agreement. The provisions of this Agreement which by their nature should survive any termination of this Agreement shall so survive the termination of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, including, but not limited to, the Prior Agreement. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto.