

MANAGER'S SUBORDINATION AGREEMENT

This **MANAGER'S SUBORDINATION AGREEMENT** (this "**Agreement**") is dated as of November 5, 2018 between **M&J WILKOW PROPERTIES LLC**, a Delaware limited liability company ("**Manager**"), and **CANADIAN IMPERIAL BANK OF COMMERCE**, acting through its New York Branch, as administrative agent for the Lenders (as hereinafter defined), having an address at One South Wacker Drive, Suite 3500, Chicago, Illinois 60606, Attn: Real Estate Group, (together with its successors and assigns in such capacity, "**Administrative Agent**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Manager hereby covenants, represents and warrants to Administrative Agent as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of that certain Property Management Agreement dated as of October 30, 2018 between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company ("**Borrower**"), and Manager (as hereafter amended or modified from time to time, the "**Management Agreement**"), pursuant to which Manager provides property management services to Borrower with respect to property more commonly known as Lake Pointe Center III & IV, 8470 & 8520 Allison Pointe Blvd., Indianapolis, Indiana 46250 (the "**Property**"). The Management Agreement is the only agreement between Borrower and Manager, and any of their respective affiliates, with respect to the Property, other than the Limited Liability Agreement of G&I IX MJW Lake Pointe JV LLC. Manager acknowledges that the Lenders are making a loan (the "**Loan**") to Borrower pursuant to a certain Loan Agreement, dated as of the date hereof, among Borrower, the lenders party thereto (individually and collectively, the "**Lenders**"), and Administrative Agent (for the benefit of the Lenders) (as hereafter amended or modified from time to time, the "**Loan Agreement**"; capitalized terms used and not defined herein shall have the respective meanings given to such terms in the Loan Agreement), secured by, among other things, a first priority Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, by Borrower, as grantor, for the benefit of Administrative Agent (for the benefit of the Lenders) (as hereafter amended or modified from time to time, the "**Security Instrument**"), encumbering the Property, which grants to Administrative Agent (for the benefit of the Lenders) a security interest in the Management Agreement as additional security for the Loan.

2. The Management Agreement remains unmodified and in full force and effect as of the date hereof, without default thereunder by either Borrower or Manager. Manager has been paid all amounts due for all services, if any, furnished as of this date with respect to the Property except for amounts due and payable with respect to services, if any, furnished during the calendar month in which this Agreement is made.

3. Manager hereby agrees that, notwithstanding anything to the contrary in the Management Agreement, at any time after notice from Administrative Agent that an "Event of Default" has occurred and is continuing under any of the documents evidencing and/or securing the Loan (the Loan Agreement and the other documents evidencing and/or securing the Loan are hereinafter referred to collectively as the "**Loan Documents**"), Administrative Agent shall have the right, upon thirty (30) days' written notice to Manager: (1) to require Manager to continue

performance under the Management Agreement, on behalf of Administrative Agent, for so long as Administrative Agent may elect, in consideration of the compensation due and payable under the Management Agreement with respect to such period of time, notwithstanding any counterclaim, right of set-off, claim for additional payment, defense or like right of Manager against Borrower or Borrower's default (including non-payment) under, or breach of, the Management Agreement; and (2) at any time during the continuance of an Event of Default under any of the Loan Documents, to terminate the Management Agreement. Upon any termination of the Management Agreement by Administrative Agent, no termination fee or other compensation (other than fees for services through the date of termination) shall be due. Nothing in this Agreement shall limit Borrower's obligation to pay to Manager the fees due under the Management Agreement for services rendered through the date of termination.

4. If Administrative Agent exercises its right hereunder to require Manager to continue performance under the Management Agreement, Administrative Agent shall have the right at any time thereafter, upon not less than thirty (30) days' prior written notice to Manager, to terminate the Management Agreement without cause, and no termination fee, commission (unpaid or otherwise), management fee, administrative fee, charge, penalty or other compensation shall be due and payable by Administrative Agent or the Lenders to Manager as a result thereof (other than fees for services accrued through the date of termination).

5. Neither Administrative Agent nor the Lenders shall be liable for any action or omission of any prior owner of the Property, bound by any amendment or modification of the Management Agreement made without Administrative Agent's prior written consent or subject to any counterclaim or claims which Manager might or is entitled to assert against Borrower.

6. Manager expressly acknowledges that pursuant to that certain Assignment of Contracts, Government Approvals and Other Project Documents, dated as of the date hereof, by and between Borrower and Administrative Agent (the "**General Assignment**"), Borrower has assigned its interest in the Management Agreement to Administrative Agent (for the benefit of the Lenders) and that by accepting the General Assignment or by exercising any of its rights under the General Assignment, neither Administrative Agent nor the Lenders assume any obligations or liabilities of Borrower under the Management Agreement except as expressly set forth to the contrary in the General Assignment and that neither Administrative Agent nor the Lenders shall have any obligation to Manager to exercise any rights under the General Assignment or to declare a default under the General Assignment, the Loan Agreement, the Note, the Security Instrument or any of the other Loan Documents, but that the right and option to exercise such rights or declare a default rests in the sole and absolute discretion of Administrative Agent.

7. Manager acknowledges that it has no interest whatsoever enforceable against Administrative Agent or the Lenders in proceeds of the Loan or any right of action under the Loan Agreement, the Note, the Security Instrument or any of the other Loan Documents to garnish, require or compel payment of proceeds of the Loan to be applied toward payment of Borrower's liabilities or obligations under the Management Agreement.

8. Manager agrees that the liens of the Loan Documents, and Administrative Agent's and the Lenders' right to payment under the Loan Documents, shall be superior to and have

priority over the Management Agreement as well as any claim, security interest or right to payment of Manager arising out of or in any way connected with its services performed under the Management Agreement. In furtherance of the foregoing, Manager hereby fully and completely subordinates to the lien of the Loan Documents, and to Administrative Agent's and the Lenders' right to payment under the Loan Documents, the following: (a) the Management Agreement; (b) any such claim or security interest Manager may now or hereafter have against the Property and/or the rents, issues, profits and income therefrom; and (c) any right to payment of Manager arising out of or in any way connected with its services performed under the Management Agreement. Notwithstanding such subordination of payment, if Administrative Agent exercises its right hereunder to require Manager to continue performance under the Management Agreement, and Manager is not paid its fees due under the Management Agreement for services rendered within fifteen (15) days after such fees are due and payable, Manager may terminate the Management Agreement upon forty-five (45) days written notice of such to Borrower and Administrative Agent. Upon any such termination of the Management Agreement by Manager, no termination fee or other compensation (other than fees for services through the date of termination, which shall remain due and payable by Borrower) shall be due.

9. Manager acknowledges receipt of a copy of (i) the Loan Agreement and (ii) the Security Instrument being delivered by Borrower to Administrative Agent in connection with the Loan. Furthermore, Manager acknowledges that all rents or other funds that may hereafter be held by Manager, as agent for Borrower, are subject to the lien and security interest granted to Administrative Agent (for the benefit of the Lenders) pursuant to the Loan Documents, and agrees to comply with the terms and conditions contained in **Article III** of the Loan Agreement relating to the remittance of rents and other funds from the Property. Without limiting the foregoing, upon the occurrence and during the continuance of a Cash Management Period (as defined in the Loan Agreement), Manager agrees to remit such rents and other funds to or as directed by Administrative Agent promptly upon Administrative Agent's request therefor.

10. Manager further agrees to make no modifications or amendments to the Management Agreement, without the prior written consent of Administrative Agent, which consent shall not be unreasonably withheld.

11. As of the date hereof, Manager represents and warrants that it has no counterclaim, right of set-off, claim for additional payment, defense or like right against Borrower, that the Management Agreement is valid and in full force and effect, that no default exists thereunder, and that Manager has been paid all amounts due for all services, if any, furnished as of this date with respect to the Property.

12. Manager agrees that it will not terminate the Management Agreement and will not cease to perform its services thereunder for any reason, including, but not limited to, Borrower's failure to make any payments to Manager or other breach or default, without giving written notice to Administrative Agent of such intention to terminate or cease performing its work at least forty-five (45) days prior thereto in order to afford Administrative Agent the opportunity to cure such breach or default and/or to exercise its rights as described in the General Assignment and this Agreement.

13. Any notice, demand, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another reputable private courier service for next business day delivery to the intended addressee at its address shown above or at such other address as may be designated by such party as herein provided, or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the intended addressee at its address shown above or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or either one (1) Business Day after being deposited with the private courier service, or three (3) Business Days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to any other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

14. If any provision under this Agreement or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

15. This Agreement may not be amended, modified or otherwise changed except by a written instrument duly executed by Manager and Administrative Agent.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that any of such laws may now or hereafter be preempted by Federal law, in which case such Federal law shall so govern and be controlling.

17. MANAGER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF NEW YORK OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS CONSENT AND AGREEMENT OF MANAGER, (B) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, STATE OF NEW YORK, (C) SUBMITS TO THE JURISDICTION OF SUCH COURTS AND, (D) TO THE FULLEST EXTENT PERMITTED BY LAW, MANAGER AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF ADMINISTRATIVE AGENT TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). MANAGER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO MANAGER AT THE ADDRESS ON

PAGE 1 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

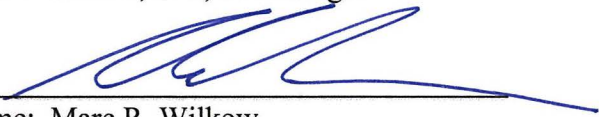
18. ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS, AND MANAGER, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS CONSENT AND AGREEMENT OF MANAGER OR ANY CONDUCT, ACT OR OMISSION OF ADMINISTRATIVE AGENT OR MANAGER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH ADMINISTRATIVE AGENT, THE LENDERS OR MANAGER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

M & J WILKOW PROPERTIES, LLC

By: M & J Wilkow, Ltd., its Manager

By: 

Name: Marc R. Wilkow

Title: President

EXHIBIT A
MANAGEMENT AGREEMENT

[see copy attached]

PROPERTY MANAGEMENT AGREEMENT
8470 & 8520 Allison Pointe Boulevard, Indianapolis IN

THIS PROPERTY MANAGEMENT AGREEMENT is made as of the 30 day of October, 2018 (the "Effective Date"), by and between G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company ("Owner"), having an address c/o DRA Advisors LLC, 220 East 42nd Street (27th Floor), New York, New York 10017, and M & J WILKOW PROPERTIES, LLC, a Delaware limited liability company having an address at 20 South Clark Street, Suite 3000, Chicago, Illinois 60603 ("Manager").

WITNESSETH:

WHEREAS, Owner is or shall become the fee owner of certain real property located at Lake Pointe Center III and IV, located at 8470 & 8520 Allison Pointe Boulevard, Indianapolis IN (the "Property"); and

WHEREAS, Owner desires to appoint Manager as the exclusive managing agent for the Property effective with Owner's acquisition of the Property, and Manager desires to be appointed as the exclusive managing agent for the Property.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment of Manager. Owner hereby appoints Manager as the exclusive managing agent for the Property, and Manager hereby accepts said appointment on the terms and conditions as hereinafter provided, with the term of appointment to commence as of the Effective Date (conditioned upon closing the acquisition of the Property by Owner on such date). The services of Manager hereunder are to be performed in a faithful and diligent manner with the professional skill and care of property managers in buildings commensurate in size, location, complexity and value to the Property and in the best interest of Owner. In connection therewith, Manager shall make available to Owner the full benefit of the judgment, experience and advice of the members of Manager's organization and staff with respect to the policies to be pursued by Owner in operating the Property. Manager shall provide maintenance and on-site and management using individuals experienced in the operation of properties of the size, character and quality of the Property and whose background and references shall be subject to Manager's customary standards.

2. Duties and Authority of Manager.

(a) It shall be the duty and responsibility of Manager at its sole cost and expense unless otherwise provided herein to:

(i) Inspect the Property at least once every week, meet with the tenants as necessary, and report to Owner on at least a monthly basis on Manager's findings. Manager agrees that all staff shall be employees of Manager and Manager shall supervise, and otherwise be responsible in all respects for, all such employees and Owner shall have no liability with respect thereto. Owner shall have the right to require that Manager replace any personnel, including

without limitation the on-site manager, whom Owner reasonably believes to be unsuitable for the services to be performed hereunder. Manager shall fully comply with all applicable laws and regulations relating to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employment-employee related subjects. Manager represents that it is and will continue to be an equal opportunity employer. Manager and its employees shall be duly licensed, permitted and authorized under applicable state and local laws and regulations to provide Owner with the services provided for in this Agreement. Each of Manager's employees who drive a vehicle as part of his or her job duties shall carry valid and current driver's license in the State where the Property is located. Manager shall, at Manager's cost, conduct such background, reference, educational, criminal record and other checks in the hiring of its personnel as shall be appropriate to the positions for which such personnel are engaged, to the extent permissible by law. Manager shall, at Manager's cost, and in a manner consistent with Manager's internal policies and procedures, provide corporate training resources and industry standard policies and procedures to its personnel to facilitate the management of the property.

(ii) Monitor and report to Owner, as fully as reasonably practicable, the non-compliance of tenants with the terms, covenants and conditions of their respective leases and the non-compliance of the owners of any adjacent properties with any restrictions contained in any recorded declaration affecting the Property. Manager shall keep all tenants informed of all rules and regulations governing the use and occupation of space in the Property which Owner may alter or supplement from time to time; and Manager shall use commercially reasonable efforts to cause its services hereunder to be consistent with such rules and regulations. Service requests of tenants, when received shall be considered and handled by Manager and systematic records shall be maintained showing the action taken with respect to each request. Complaints of a serious nature shall be reported to Owner as soon as reasonably practicable with all relevant details and Manager shall thereafter investigate the complaint and make appropriate recommendations. In addition to the foregoing, and not by way of limitation, Manager shall promptly report to Owner and respond to all complaints received by Manager dealing with moisture intrusion, leaks or other types of water penetration, and any damage and conditions that may result therefrom ("Moisture Intrusion Matters"). All such complaints shall be documented, addressed, and/or repaired by Manager at Owner's expense pursuant to the protocols prepared by the Manager and accepted by the Owner in writing from time to time. Such protocols shall provide for (i) clear lines of responsibility on the part of Manager's personnel with officers of sufficient authority assigned to evaluate the nature and priority of the complaint, (ii) training of and minimum experience requirements for appropriate personnel in dealing with Moisture Intrusion Matters, and (iii) compliance with applicable nationally recognized standards, or applicable statutes and regulations, for dealing with Moisture Intrusion Matters (as such standards, statutes, and regulations may be amended or adopted from time to time). Owner shall have the right from time to time to establish mandatory criteria and protocols to deal with specific maintenance and/or operating issues, including but not limited to environmental and security protocols and procedures. Manager shall comply with such criteria and protocols as reasonably established by the Owner.

(iii) Collect from tenants in the Property all base rents, additional rents, real estate taxes, insurance premiums, operating expenses, and other charges as and when required by each tenant's lease. Such rent and other charges shall be deposited into the Project Account (as hereinafter defined). Manager shall prepare, in a form acceptable to Owner, and submit to the tenants of the Property, such statements of escalation charges, operating expense computations, comparative statements and other statements as are required by the terms of their leases. Within

eight (8) weeks of the close of each calendar year (or within such earlier time period necessary for Owner to meet its deadlines to deliver annual CAM reconciliation statements to tenants under the terms of applicable leases), Manager shall prepare a CAM/Escalation Expense Reconciliation and electronically submit pertinent documentation to Owner for review and approval, including tenant billing worksheets, CAM pools, a reconciliation of expenses from the general ledger to the CAM pools, base year details, a billing summary for all tenants and gross-up details if applicable. Real estate taxes are payable in arrears; therefore the foregoing provisions shall also apply to reconciliations for real estate taxes, subject to such extensions of time as may, from time to time, be reasonably needed, based upon when the actual real estate tax bills are issued by the county assessor's office. Upon Owner approval such agreed upon amounts shall be billed promptly as appropriate under the leases. Manager will, at Owner's expense and in Owner's name, but only after consultation with, and approval by Owner, institute legal actions or other proceedings for the collection of such rent or charges due from tenants or for the eviction of tenants, and such expenses may include the employment of collection agencies and/or the engaging of counsel approved or designated by Owner for such matters; provided, that Manager shall not be required to obtain Owner's consent to serve demand or other notices necessary to enforce leases (but copies of default notices shall be sent only upon prior consultation with and approval of Owner). Manager shall, at the reasonable request of Owner and at no additional cost to Owner, cause the appropriate personnel of its organization to testify in any legal actions concerning any tenancies or the Property (provided that such personnel are, at the time testimony is required, still members of Manager's organization). Except as otherwise provided pursuant that certain Limited Liability Company Operating Agreement of G&I IX MJW Lake Pointe JV LLC dated as of the _____ day of October, 2018 (the "LLC Agreement") between G&I IX Investment Lake Pointe LLC and M & J LP Investors LLC, Manager shall have no authority to settle, compromise or take any other action with respect to litigation relating to the Property or the tenancies of the Property without Owner's express approval.

(iv) Deposit all tenant security deposits in the Project Account. Manager shall have no authority to withdraw any sums from the security deposit account. It is expressly understood and agreed that all disbursements, transfers or refunds of tenant security deposits made by Manager, if authorized by Owner, shall be made by a check drawn on said account or appropriate journal or bookkeeping entries and shall be substantiated by appropriate records and accounting procedures. Security deposits that are in the form of a letter of credit shall be held by Owner.

(v) No later than October 1 of each calendar year, submit to Owner annual budget for the forthcoming calendar year in the form required by Owner for Owner's approval (such budgets submitted annually, and approved in writing by Owner, being referred to herein as the "Operating Budget"). Thereafter, Manager agrees to work with Owner in good faith to refine the Operating Budget until the Operating Budget is accepted by Owner prior to December 15th of each calendar year. Unless otherwise designated by Owner, the Property shall be operated on a calendar year basis for reporting and budgeting purposes. In accordance with the schedule on Exhibit A attached hereto and made a part hereof, Manager will prepare and submit to Owner for the review of Owner the property reports so indicated on Exhibit A (Manager may close the Property's books by the 25th day of the prior month). Each annual budget shall show, by category, all anticipated items of income and expenditures and shall include any capital expenditures recommended or anticipated by Manager. Each Operating Budget shall be approved by Owner before it shall become effective. After approval, subject to the possibility that uncontrollable

expenses, such as snow removal and utility costs, may exceed budgeted expectations, Manager shall use commercially reasonable efforts to operate the Property within the constraints of the Operating Budget and shall not make any expenditure during a budgeted period which is in excess of one hundred five percent (105%) of the budgeted amount for such expenditure for any particular line item, or one hundred three percent (103%) of the aggregate of all budgeted expenditures, except with the express written approval of Owner. When appropriate, or when requested by Owner, Manager will prepare, for Owner's consideration and approval, an update of the annual Operating Budget to reflect actual or anticipated deviations. In the case of a delay in Owner's approval of an Operating Budget prior to the commencement of a given calendar year, pending approval thereof, Manager shall be entitled to continue to operate the Property in accordance with the standards set forth herein at levels of expenditures for the preceding calendar year, exclusive of capital improvements for such continued operations.

(vi) Bond or insure to the equivalent of a fidelity bond for malfeasance all its employees who handle, deal with, or are responsible for Owner's money in an amount not less than \$1,000,000 and deliver to Owner a bond or insurance policy (from an insurance company reasonably acceptable to Owner) naming Owner as loss payee under Manager's insurance policy. The cost of such insurance or bond shall be borne by Manager. All such insurers must be rated "A-X" or higher by A.M. Best. Manager shall use commercially reasonable efforts to obtain an endorsement to such policies, providing that they shall not be canceled or otherwise modified without thirty (30) days' prior written notice to Owner. At least ten (10) days prior to the expiration of any such policy, Manager shall furnish Owner with evidence that the insurance policies required hereunder have been renewed.

(vii) To the extent consistent with the Operating Budget or as otherwise approved by Owner, pay from the Disbursement Account, as herein defined, when due, all taxes, assessments, rents and other levies applicable to the Property, operating expenses, property management fees and Manager's approved expenses.

(viii) Subject to the availability of funds provided by Owner, cause the Property to comply with all terms of any mortgages, deeds of trust or other similar liabilities or documents relating to the Property (collectively "Mortgages") and pay from the Disbursement Account on a timely basis all amounts due under Mortgages, before such amounts shall become delinquent.

(ix) Cause the buildings, appurtenances and grounds of the Property to be maintained, repaired and replaced, at Owner's expense, according to standards reasonably acceptable to Owner, including, but not limited to, interior and exterior cleaning, painting, decorating, landscaping, plumbing, alterations, carpentry, and such other normal maintenance, preventive maintenance and repair work (including, but not limited to, structural repair work) as may be necessary. Other than capital projects or repairs costing in excess of \$5,000 ("Major Capital Projects"), Manager has the authority to make repairs, replacements, alterations and improvements in accordance with the annual Operating Budget. With respect to Major Capital Projects, prior to initiating any Major Capital Project (including Major Capital Projects contemplated by the annual Operating Budget), Manager shall (A) submit for Owner's approval a capital improvement request form, (B) obtain at least three (3) qualified bids (unless the competitive bid requirement is waived by Owner) for all items comprising such Major Capital Project (i.e., to the extent not covered by bids submitted by prospective general contractors) and provide Owner with all relevant

information in connection with such bid process, and (C) obtain Owner's written approval prior to making any expenditure out of the Disbursement Account with respect thereto and shall furnish Owner with all documentation and information as Owner may require with respect to such expenditure. Manager shall require that all vendors and contractors performing work on the Property maintain insurance in accordance with standards set forth on Exhibit B attached hereto.

(x) Negotiate, on behalf of Owner, on the most favorable terms that Manager using its commercially reasonable efforts can then obtain, contracts, at Owner's expense, for water, electricity, gas, steam, fuel, oil, telephone, rubbish removal, vermin extermination, and other necessary services, or such other contracts, as Manager shall deem advisable; provided, however, that Manager may only execute such contracts on behalf of Owner with Owner's prior written approval and in a manner which discloses Owner's interest and Manager's relationship to Owner (Owner reserves the right to execute the contracts) and, when possible, such contracts shall be for a period not to exceed twelve (12) months, and terminable on not more than thirty (30) days' notice by Owner or Manager without cause or penalty. Anything in the foregoing to the contrary notwithstanding, Owner acknowledges that the rates and terms for utilities and certain other services may be set by published tariff and/or rate schedules and that the terms of the contracts for such utilities and/or services may be standardized and not subject to negotiation. Manager shall act at all times under the direction of Owner and shall allocate to Owner any rebate, commission or discount obtained as result of such purchases, and any such commissions or rebates are to be remitted to Owner.

(xi) Maintain, in a manner and pursuant to an MRI computer software system, a system of office records, books and accounts with respect to the Property, which records shall be the sole property of Owner and shall be subject to examination by Owner or its authorized agents and employees at all reasonable hours, and which records, books and accounts are the property of Owner. Manager shall, upon request of Owner, make all of said books and records available to Owner and its officers, accountants, attorneys and other representatives and shall deliver same to Owner or its agents or representatives on demand. Upon the termination of this Agreement, and Owner's request, Manager shall deliver all books and records and computer files to Owner. Manager understands that the particular accounting and data systems specified by Owner from time to time for the Property are essential to the uniformity and efficacy of Owner's overall database and reporting systems, and, accordingly, Manager shall not change its accounting/reporting system from MRI without the express approval of Owner in each instance.

(xii) At Owner's expense, prepare and implement such other commercially prudent business strategies, subject to the approval of Owner, so as to increase the profitability and value of the Property, including without limitation, promotional, marketing and expansion plans.

(xiii) Coordinate and supervise the performance of capital improvements and landlord's and tenant's work as required by any lease for space at the Property, at Owner's expense, in accordance with Section 4(c) hereof.

(xiv) Cooperate and provide support to Owner and its accountants in connection with the preparation of financial statements and tax returns and during annual audits including, but not limited to, preparing schedules relating to accruals, rent adjustments, minimum rent, depreciation of fixed assets and cash reconciliations of all accounts as well as all other

supporting documentation requested by Owner or its auditor. In this connection, it is understood and agreed that if, following the expiration or sooner termination of this Agreement, Owner shall request that Manager provide accounting and/or other services, Owner shall be obligated to compensate Manager for such services at prevailing rates.

(xv) Develop and maintain a system for keeping track of, and reporting to Owner adequately in advance of, all important dates under leases of the Property and all important notice requirements under leases, including without limitation dates for the exercise of renewal options; termination dates; and notice requirements for expansions, rights of first refusal and the like.

(xvi) Render reasonable assistance to Owner in connection with any financing, refinancing or sale of the Property, including without limitation the preparation and submission of information relating to the Property and the leases thereof as well as the preparation of tenant estoppel certificates; and use its diligent efforts to secure the execution by tenants of such estoppel certificates, subordination and non-disturbance agreements and other required documents.

(xvii) Use commercially reasonable efforts to generally perform such other functions as are incidental to or reasonably necessary to effectuate the proper management, upkeep and operation of the Property within the scope of Manager's services under this Agreement, and keep Owner advised of all matters having a material bearing on the use and operation thereof that become known to Manager.

(xviii) Manage any park association of which the Property is a part.

(b) Manager shall also have the following duties and responsibilities:

(i) Subject to applicable Lender requirements, Manager shall on a timely basis: (A) deposit all rent and other payments received from tenants in a local insured account in the name of Owner or its designee at a bank designated by Owner in Owner's name, with all interest accruing to Owner (the "Project Account"), and (B) pay all Property expenses set forth in the Operating Budget (evidenced by appropriate substantiation by Manager) from an account in the name of Owner, at a bank designated by Owner or its lender (the "Disbursement Account"), to the extent the Disbursement Account contains the amounts required to pay such expenses, in the order of priority set forth below (except that Manager shall not make any expenditures (i) requiring Owner's consent under Section 2(a)(ix) above, or (ii) relating to the payment of a tenant improvement allowance or similar payment under a lease without Owner's prior written consent). Owner shall have sole signature authority over the Project Account and the funds contained therein. All funds in the Project Account and the Disbursement Account shall at all times be and remain the property of Owner and shall be indicated as such on Manager's records and shall be segregated from the funds of Manager. Upon the execution hereof, Manager and Owner shall agree upon an initial amount to fund the Disbursement Account. Manager is authorized to issue checks upon the Disbursement Account to pay for all obligations and expenditures incurred by Manager for and on account of Owner in connection with the management and operation of the Property as set forth in the Operating Budget or as otherwise approved in writing by Owner, subject to Manager's compliance with Owner's disbursement funding systems and procedures. It is expressly understood and agreed by Manager that all

disbursements of funds authorized pursuant to this Agreement and/or otherwise authorized by Owner to be made by Manager shall be made by a check, electronic transfer (including virtual credit card payments) or ACH drawn on the Disbursement Account. All disbursements of funds shall be substantiated by appropriate records and accounting procedures. In addition, in the event of an emergency requiring the disbursements of funds, Manager shall use its commercially reasonable efforts to contact Owner, but, if such contact cannot be made, Manager shall be deemed authorized to make the disbursements necessary to remedy the emergency condition. If the Disbursement Account at the time of an emergency does not contain funds sufficient to remedy said emergency, Manager may, but shall not be required to, use its own funds to do so, and Owner shall promptly reimburse Manager upon presentation of receipts for Manager's expenditures made in connection with such emergency. Each month, Property expenses shall be paid by Manager from the Disbursement Account in the following order (unless otherwise directed by Owner): (a) First, to the payment of any debt service, real estate taxes and insurance premiums for the Property, (b) Second, to payment of all other operating expenses (in accordance with the Operating Budget) due and payable from the 26th day of the immediately preceding month through the 25th day of such month, and (c) Third, subject to the terms of Section 4 below, to the payment of Manager's management fee for the prior month. At the end of each fiscal quarter (or as otherwise directed by Owner), the balance of proceeds in the Disbursement Account shall be distributed to Owner in accordance with instructions furnished by Owner to Manager (subject to any reserves set forth in the Operating Budget or as otherwise determined by Owner or as directed by the Lender).

(ii) Subject to the availability of funds provided by Owner, and only to the extent provided in the Operating Budget or as otherwise approved by Owner in writing and subject to limitations on Manager's authority hereunder, Manager, in accordance herewith and to the extent of its authority, shall use commercially reasonable efforts to perform or cause to be performed all such acts and things as shall be necessary to effect compliance with all laws, rules, regulations, ordinances, statutes, regulations and requirements of any federal, state or municipal government or any agency thereof having jurisdiction respecting the use or manner of use of the Property or the maintenance or operation thereof, and the requirements of any insurance companies covering any of the risks against which the Property is insured. Manager will make recommendations to Owner regarding compliance with all notices and, at Owner's request and expense, shall contract for and supervise the completion of all work necessary to assure such compliance.

(c) Manager is hereby authorized to engage attorneys, architects, accountants, engineers or other professional persons subject to Owner's prior written approval, at Owner's expense, to assist Manager in the performance of its obligations hereunder.

(d) Manager shall deliver promptly to Owner copies of all notices or other communications which are material and relate to this Agreement, the Property, or the duties to be performed by Manager hereunder.

(e) Manager shall notify Owner of all legal requirements, claims or actual or potential problems of which Manager becomes aware regarding hazardous materials or substances, including, but not limited to any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," pollutant, mold, or contaminant under any federal, state, or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601), as amended, and/or the Resource Conservation and

Recovery Act (42 U.S.C. Section 6901) (collectively, “Hazardous Materials”), and agrees to promptly notify Owner if it becomes aware of any violation of any such laws regarding Hazardous Materials. Owner acknowledges that Manager is not an environmental consultant and does not possess any expertise in the field of Hazardous Materials or with respect to the detection, control, handling, removal or supervision of activities related to Hazardous Materials or Moisture Intrusion Matters, and that such matters are or may become the subject of local, state or federal laws and/or regulations requiring special handling, control or removal. Therefore, with respect to any environmental conditions or issues pertaining to Hazardous Materials at the Property, Owner and Owner’s officers, directors, partners, shareholders, agents, employees and contractors agree and acknowledge that Manager and its agents, officers, directors, partners, shareholders and employees are not and shall not be deemed “operators” of the Property or any tenant operations therein or thereon (or have any comparable legal status) for purposes of current or pending federal, state or local laws pertaining to Hazardous Materials. Furthermore, unless agreed to in a separate writing signed by both Owner and Manager, Manager shall not be responsible for the storage, transportation, disposal, abatement, cleanup or removal of Hazardous Materials below, on, under, about or affecting the Property.

(f) Manager shall keep Owner informed of any change in the amount of real or personal property assessments or taxes relating to the Property, and upon request, consult with Owner regarding the contesting of either the validity or the amount thereof; and forward to Owner’s attention, all official receipts evidencing the payment of the foregoing charges. Upon Owner’s request therefor, Manager will reasonably cooperate and assist the professionals engaged by Owner for such contests or appeals in the preparation of any application for the correction or appeal of any tax or assessment made or to be made in connection with the Property, including, providing supporting testimony at any hearing in connection with such contest or appeal.

(g) Manager shall promptly investigate and timely make a full written report (with the prior written approval of Owner as to the contents of any such report) to the applicable insurance company of Owner to which a claim is being made, with a copy submitted electronically to Owner, as to all accidents, claims or damages relating to the ownership, operation and maintenance of the Property, any damage or destruction to the Property and the estimated cost of repair thereof, and shall prepare any and all reports (with the prior written approval of Owner as to the contents thereof) as may be required by the terms of the applicable insurance policy or by any applicable insurance company in connection therewith. Except as otherwise provided pursuant to the LLC Agreement, Manager shall have no right to settle, compromise or otherwise dispose of any claims, demands or liabilities, whether or not covered by insurance, without the prior written consent of Owner.

(h) Manager acknowledges receipt of that certain Water Intrusion Prevention, Operations and Management Program developed with respect to the Property and attached hereto as Exhibit C (“O&M Program”). The O&M Program is intended to be the minimum guidelines and requirements for Manager for the maintenance of the building envelope and weather tightness of the Property, the prevention of water intrusion into interior spaces, the removal of water that may have intruded into spaces or resulted from excess humidity, and the prevention of mold, bacteria and other contamination (collectively, “Microbial Contamination”). Manager agrees that it shall be solely responsible for the implementation of the O&M Program for the Property and that it shall train its employees and manage, maintain and repair the Property in strict accordance therewith (as same may be revised and/or amended in accordance with this paragraph). Manager

shall develop, have approved by the Owner, and implement, such more stringent and protective measures and guidelines as appropriate for the Property, based on its age, type and quality of construction, history of water intrusion, unique or problematic design elements, and local climate and conditions, and as necessary to comply with federal, state and local laws, regulations, ordinances and codes, adopted from time to time, applicable to the management of water intrusion and Microbial Contamination. Manager agrees to similarly observe and maintain, at Owner's expense, any operation and management program developed with respect to any other environmental issue at the Property. If requested by Owner, Manager will coordinate with Owner's consultants to formulate any such operation and maintenance program acceptable to Owner.

(i) Manager shall not solicit any tenant of the Property (or with any parent, subsidiary or affiliate of such tenant of which such Manager has knowledge) to lease any commercial space in another building located in the same market area as the Property that is not owned, directly or indirectly, by Owner with the intent to cause such tenant to vacate the Property.

3. Limitations and Authority.

(a) Notwithstanding any other provisions of this Agreement, Manager shall have no authority to take any of the following actions, unless it has received the prior written approval of Owner:

(i) Sell, assign or otherwise transfer or mortgage, pledge, hypothecate, alienate or grant a security interest in the Property or any portion thereof or interest therein or allow due to any act or omission of Manager the placing or suffering of any other encumbrance on the Property or any portion hereof or interest therein except for tenant leases as provided in this Agreement. For avoidance of doubt, any construction lien filed against the Property or any part thereof as a result of Owner's failure to pay any sum claimed by any contractor, subcontractor or supplier shall not be deemed to have been filed due to the act or omission of Manager. Further, Manager shall not be deemed in default under this Agreement if Manager shall be diligently contesting, at Owner's expense and request, any wrongfully lien filed against the Property;

(ii) Issue any press release or public announcement relating to the Property other than as may be approved by Owner;

(iii) Enter into any contract for any service, materials or the like with a party which is affiliated with Manager or in which any partner, member or shareholder of Manager holds a direct or indirect beneficial interest (with the understanding that, if such contract is approved by Owner, it must be at competitive rates);

(iv) Vary or change any portion of the insurance carried by Owner; or

(v) Make any other decision or take any action which by any provision of this Agreement is required to be first approved by Owner.

(b) Single Purpose Covenants. Manager shall at all times take all steps necessary and appropriate to maintain its own and its affiliates' separateness from Owner and the Property. Manager shall also conduct its activities in a manner which maintains the separateness of the assets (including revenues) and expenses relating to the Property from the assets (including revenues) and expenses relating to other properties managed by Manager for its own account or

the account of others. Manager will not (i) hold its credit out as available to pay or support as guarantor or otherwise any of Owner's obligations, (ii) pay Owner's obligations or expenses from Manager's funds (other than to advance the costs of an emergency repair to the Property for which Owner will promptly reimburse Manager), (iii) make any loans to or borrow any funds or property from Owner (except as provided in paragraph (ii) above), or (iv) permit Owner's assets to be included in or consolidated within Manager's financial statements. Manager's only role, with respect to Owner and the Property, is to manage the Property in accordance with this Agreement. Notwithstanding any provisions to the contrary in this Agreement, Manager agrees that:

(i) Manager acknowledges that the Owner is a "single purpose entity" and that Owner must maintain such status as set forth in Owner's organizational documents. To insure that Manager's actions do not jeopardize the separateness of Owner from other persons, Manager shall:

(A) hold itself out to the public as an independent contractor of the Owner, legally distinct from the Owner, and shall conduct its duties and obligations on behalf of the Owner in its own name (or in the Owner's name and as independent contractor therefor, as appropriate), and shall correct any known misunderstanding regarding its separate identity from the Owner, and shall not identify itself as an affiliate, division or partner of the Owner;

(B) in the management of the Property, indicate in all material correspondence with third parties that Manager is acting as agent for Owner; and

(C) pay the Owner's liabilities solely from the Disbursement Account (other than to advance the costs of an emergency repair to the Property for which Owner will promptly reimburse Manager).

(ii) Any legal proceedings brought by Manager to collect rent or other income from the Property, or to oust or dispossess a tenant or persons therefrom, shall be brought only in the name of Owner.

(iii) To the extent Manager is authorized to make or cause to be made repairs to the Property and to purchase supplies for the operation of the Property, it shall do so only in the name of and at the expense of Owner; provided, however, that the foregoing is not intended to preclude the occasional use of Manager's corporate American Express Card to purchase supplies.

(iv) All leases and amendments thereto shall be submitted to Owner for execution by Owner, and Manager agrees not to bind Owner in respect of any term or condition of a lease or lease amendment except in leases or lease amendments that are executed by Owner.

4. Compensation of Manager.

(a) From the Effective Date to the date of the expiration of earlier termination of this Agreement, Manager's compensation for its services rendered shall be an amount equal to three percent (3.0%) of the monthly Gross Revenue (as defined below) actually received from space tenants at the Property. Manager's compensation shall be paid monthly in arrears in accordance with the terms of Section 2(b)(i) of this Agreement. (If the effective date of commencement or expiration or earlier termination of this Agreement is not the last day of a

month, the compensation payable shall be pro-rated based upon the number of days in such month prior to the effective date of termination). If Manager fails to timely submit the property reports indicated in Exhibit A attached hereto for any month, Manager shall not be authorized to withdraw its compensation from the Disbursement Account until all such reports have been submitted to Owner. "Gross Revenue" means all minimum rents, additional rents, percentage rent, payments in lieu of rent (e.g., proceeds from rent loss insurance), license fees paid by licensees, and receipts from public telephones, storage lockers and vending machines, and payments by tenants for charges for insurance, real estate taxes, and operating expenses, but excluding all other receipts or income including, but not limited to:

- (i) receipts arising out of the sale of assets of the Property or condemnation proceeds or items of a similar nature;

- (ii) any payments made by tenants for over standard tenant improvements or capital improvements made on behalf of tenants unless amortized as additional rental payments under leases and any payments made by tenants on account of damages or default;

- (iii) income derived from interest on investments, security deposits or utility deposits;

- (iv) proceeds of claims under insurance policies (including all funds currently held in escrow by the Lender, but not including rent insurance);

- (v) abatements or reductions of taxes;

- (vi) security deposits made by tenants (unless applied in lieu of rent);

- (vii) credits given to tenants for overpayments of insurance, real estate taxes and operating expenses (and the next due payment to the Manager for compensation hereunder shall be reduced by one hundred (100%) percent of the property management fee on such credits);

- (viii) any taxes (including sales taxes), impositions or assessments based on rentals or occupancy by tenants of space at the Property;

- (ix) cancellation or penalty payments for lease termination rights; and

- (x) real estate taxes paid by any tenant directly to the local taxing authority in accordance with the terms of its lease.

- (b) Owner shall, at its expense, within a reasonable period of time following the Effective Date, provide Manager with an improved, appropriately equipped, on-site office and shall reimburse Manager for all reasonable expenses, including travel expenses incurred by Manager in performance of its duties under this Agreement which are either in accordance with the then Operating Budget or which have been approved in writing by Owner or have been incurred in accordance with this Agreement. At Owner's request, Manager shall enter into a lease covering the on-site office as long as the rental costs are reimbursed by Owner. Such expenses shall not include (w) Manager's general office expenses and administrative overhead or the costs of any off-site office, (x) any training, educational or outing expenses unless set forth in the Operating

Budget or otherwise approved by Owner, (y) the insurance premiums for Manager's insurance described in Section 7(a) below, or (z) any other costs which are stated in this Agreement to be borne by Manager.

(c) Unless otherwise directed by Owner, Manager shall provide construction management services for (i) capital improvements made to the Property by Owner and (ii) landlord's work performed by Owner (but expressly excluding tenant improvement work performed by a tenant at the Property) to prepare space for a tenant as required by a lease for space at the Property ((i) and (ii) collectively, "Owner's Work"). Manager's responsibilities with respect to construction management shall be performed with the professional skill and care of construction managers in buildings commensurate in size, location, complexity and value to the Property, and will include, but not be limited to, performing the following: coordination of space planning; definition of and detailed scope of work; acquisition of city or other governmental approvals and permits; acquisition of competitive bids from contractors; bid summary and recommendations for review by Owner; negotiation of construction contracts; handling relations with tenants of the Property; coordination of change orders; securing and, if required by applicable law, recording conditional and unconditional lien releases (whether partial or final) from all contractors, subcontractors, materialmen, suppliers and the like prior to or concurrent with the making of any payments, including, without limitation, disbursements for tenant improvements and providing for such other arrangements as may be reasonably prudent under the circumstances to assure the appropriate application of construction funds; inspection of construction to ensure quality and completion prior to payment; timely executing, where applicable, filing or recording of notices of commencement and terminations thereof and posting of notices of non-responsibility (on behalf of, and as executed and supplied by, Owner) as well as otherwise taking all steps reasonably necessary to comply with all laws and procedures relating to keeping the Property free of, or causing to be promptly discharged at Owner's expense, liens; preparation of a final punch list with the tenant (if applicable) and contractors, and supervising the completion of any punch list items of remaining or defective work; coordination of inspections upon completion; securing certificates of occupancy; obtaining final lien waivers; and review, approval, and submittal to Owner of all payment applications; and, such other services as are reasonable and necessary in connection with completion of the work. Manager shall make available to Owner the advice, consultation and expertise of Manager's technical staff, and render such periodic progress reports to Owner as they shall request.

If a lease requires Owner to perform the Owner's Work, then so long as Manager is performing the construction management work (and not an independent third party construction manager engaged by or on behalf of Owner to perform such services, which may occur on larger projects), if such Owner's Work costs in excess of Twenty Five Thousand Dollars (\$25,000) and less than One Hundred Thousand Dollars (\$100,000), Manager shall be compensated for the construction management services for each project constituting Owner's Work in an amount equal to three percent (3%) of the "hard costs" for such Owner's Work. If the Owner's Work costs Twenty Five Thousand Dollars (\$25,000) or less, or if the Lease requires the tenant to perform the tenant improvements, then no fee shall be paid to Manager. If Manager is requested by Owner to provide construction management services for projects costing at least \$100,000, Manager's compensation shall be subject to mutual approval (it being understood and agreed that if the parties do not agree on the compensation amount, Manager will not be required to provide the construction management services being requested). The construction management fee shall not include architectural or permit fees or general contractor's overhead or profit, whether or not stated.

If general contractor's overhead and profit is not stated, it will be assumed to be ten percent (10%). Notwithstanding anything in the foregoing to the contrary, any construction management fee payable to Manager by Owner shall be reduced by the amount of fees paid (i) to Manager by a tenant of the Property, if a tenant requests Manager's supervision of Tenant's construction and (ii) to third-party consultants and experts hired by Owner in connection with the supervision of any such construction.

(d) Manager shall receive no compensation or reimbursement of any kind or nature except as expressly provided in this Article 4. Manager further agrees that, notwithstanding any other writing or agreement to the contrary, neither Manager nor any Affiliate or principal thereof shall be entitled to any acquisition fee, commission or other compensation on account of Owner's acquisition of the Property. Notwithstanding the foregoing, nothing herein shall prohibit Manager from receiving a leasing commission for lease renewals or extensions from any broker for the Property pursuant to a side agreement between Manager and such broker provided Manager was actively engaged in negotiating such lease renewal or extension with such tenant (but nothing herein shall require Owner to pay any amounts in excess of the amounts payable by the third-party broker).

5. Term. Subject to Article 6, the employment of Manager shall commence on the Effective Date and shall continue for a period of two (2) years (the "Initial Expiration Date"). If this Agreement has not been terminated in accordance with the provisions in this Article 5 or Article 6, it will be deemed renewed on an annual basis, subject to the termination rights in Article 6.

6. Termination.

(a) Anything herein to the contrary notwithstanding, from and after the Initial Expiration Date, this Agreement and Manager's term of employment under this Agreement may be terminated by Owner for any reason, in its sole and absolute discretion, at any time, upon not less than thirty (30) days prior written notice to Manager.

(b) This Agreement and Manager's term of employment under this Agreement may be terminated by Owner at any time immediately (including prior to the Initial Expiration Date) upon the occurrence of any of the following events:

- (i) the fraud, gross negligence or willful misconduct on the part of Manager; or
- (ii) the sale of all, or substantially all of the Property by Owner; or
- (iii) default by Manager in the performance of a particular obligation under this Agreement which is not cured within thirty (30) days written notice thereof; or
- (iv) as required by a Lender (as defined below); or
- (v) a "Manager Termination Event" occurs under the operating agreement for Owner.

(c) Manager may terminate this Agreement in the event of a default by Owner which is not cured within thirty (30) days written notice thereof, provided that such default is capable of being cured within a thirty (30) day period. If the default cannot be cured within a thirty (30) day period, the right to cure shall continue for as long as necessary to cure said default, provided that the defaulting party begins to cure within thirty (30) days and continues its efforts in good faith.

(d) Upon termination of Manager or expiration of this Agreement, all management fees accrued through the effective date of termination shall be paid to Manager, and all property of Owner in Manager's possession or control, including all security deposits, bank deposits, books of account and records, computer files, leases, correspondence, service contracts, warranties and all invoices (together with copies of all checks in payment thereof) shall be delivered to Owner within three (3) business days after such termination or expiration and Manager's authority to act for Owner shall immediately cease.

(e) Notwithstanding the foregoing, the assignment for the benefit of creditors, appointment of a receiver, or filing of a voluntary petition in bankruptcy by Manager shall immediately terminate this Agreement with no right to cure. If a petition in bankruptcy is filed against a party hereto, such party shall have ninety (90) days to dismiss such petition before the other party may terminate this Agreement.

7. Owner's and Manager's Insurance Coverage.

(a) Manager shall procure and maintain, at Manager's sole cost and expense, general liability insurance covering the on-site management office and off-site operations, issued by an insurance company licensed in the State in which the Property is located and acceptable to Owner, which has combined single limit coverage of \$2,000,000 for bodily injury and property damage, per occurrence, with a \$2,000,000 general aggregate.

(b) Manager shall, at Manager's sole cost and expense, provide and maintain throughout the term hereof workmen's compensation and unemployment compensation for Manager's employees in full compliance with all applicable state and federal laws and regulations.

(c) Manager shall, at Manager's sole cost and expense, maintain in full force and effect comprehensive automobile liability insurance coverage for Manager's employees which has combined single limit coverage of \$2,000,000, per occurrence. The comprehensive automobile liability policy shall include blanket non-owned coverage.

(d) Manager shall, at Manager's sole cost and expense, maintain in full force and effect an "umbrella" liability coverage providing coverage in the amount of \$5,000,000 (if such amount can be obtained pursuant to applicable state law) in excess of the coverages to be maintained pursuant to Subparagraphs 7(a), (b), and (c) hereof.

(e) Owner shall have the right to require Manager to obtain and maintain, at Manager's sole cost and expense, such other insurance as Owner may from time to time deem reasonably necessary and which insurance is normal and customary and generally available for managing agents for properties similar to and located in the vicinity of the Property.

(f) Manager shall furnish Owner with certificates of insurance evidencing the insurance coverage required to be obtained and maintained by Manager pursuant to the terms of this Agreement. Owner shall be named as additional insured on the Commercial General Liability Policy. Such policies shall not be canceled or otherwise modified without thirty (30) days' prior written notice to Owner. At least fifteen (15) days prior to the expiration of any such policy Manager shall furnish Owner with evidence that the insurance policies required hereunder have been renewed.

(g) Owner, at Owner's expense, shall cause to be placed and kept in force property damage insurance including windstorm coverage in the amount of the full replacement cost of the Property, and such other property insurance as Owner may elect, at Owner's expense. Owner, at Owner's expense, shall carry and maintain primary commercial general liability insurance and blanket contractual liability insurance on an "occurrence" basis, naming Manager as an additional insured (through endorsements in form and substance satisfactory to Manager), with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. Owner shall provide to Manager a Certificate of Insurance evidencing such coverage. Owner shall provide to Manager a Certificate of Insurance evidencing such coverage upon Manager's request therefor. Owner's policies shall be primary to any and all separate insurance policies maintained by Manager, and any such separate insurance by Manager shall not contribute with such insurance policies maintained by Owner with respect thereto. Such policies shall not be canceled or otherwise modified without thirty (30) days' prior written notice to Manager. At least fifteen (15) days prior to the expiration of any such policy, Owner shall furnish Manager with evidence that the insurance policies required hereunder have been renewed.

8. Indemnity.

(a) Owner hereby agrees to indemnify and hold Manager, its members, principals, officers, directors, agents, and employees harmless from and against any and all liabilities, claims, suits, fines, penalties, damages, judgments, losses, fees, costs and expenses (including reasonable attorneys' fees and court costs) incurred by or asserted against Manager, its members, principals, officers, directors, agents or employees which arise out of the management, operation or condition of Property or Manager's performance of Manager's duties and activities when Manager is acting in accordance with or pursuant to the terms and provisions of this Agreement or acting under the express direction of Owner.

(b) Manager hereby agrees to indemnify and hold Owner and its members, principals, officers, directors, agents and employees, harmless from and against any and all liabilities, claims, suits, fines, damages, judgments, losses, fees, costs and expenses (including reasonable attorneys' fees and court costs) incurred by or asserted against Owner, its members, principals, officers, directors, agents or employees to the extent (i) caused by any acts by Manager which are either not authorized by this Agreement or by Owner or are in default of the terms of this Agreement, or (ii) caused by Manager's gross negligence hereunder.

(c) Notwithstanding anything to the contrary contained in this Agreement, Owner and Manager, for themselves and their respective insurers or any other party claiming through or under them by way of subrogation or otherwise, hereby waive and release each other of and from any and all right of recovery, claim, action, or cause of action against each other, their agents, officers and employees, for any loss or damage that may occur to the Property,

improvements to the Property, or personal property within the Property, by reason of fire or the elements, or other casualty, regardless of cause or origin, including the negligence of the Owner indemnitees or the Manager indemnitees described above, to the extent the same is insured against under insurance policies carried by Owner or Manager (or required to be carried hereunder) and agree that no insurer shall have any right of subrogation against the other such party.

(d) The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Human Rights. Manager shall, in its procurement of goods and services, comply with all applicable Human Rights Laws (as defined herein). Manager acknowledges that pursuant to certain federal, state and local laws and the rules and regulations promulgated thereunder or pursuant thereto ("Human Rights Laws") applicable to the Property, it is illegal for an owner of property or the property manager acting on behalf of such owner to refuse to lease property or procure goods and services from any person because of personal characteristics, which characteristics may include race, color, religion, national origin, sex, marital status, sexual orientation, age or physical disability, as specified in the Human Rights Laws applicable to the Property. Owner and Manager each agree to comply with all Human Rights Laws applicable to the Property.

10. Lender Provisions. All fees payable to Manager shall be subordinate to the payment of all debt service obligations under any loan or preferred equity investment (any such loan or investment, a "Loan") secured by the Property or an indirect or direct interest in the Property, if required by any mortgage lender, mezzanine lender or preferred equity investor (any such party, a "Lender"). Manager will reasonably cooperate in executing any additional agreements to document the above if required by a Lender. Subject to the terms of this Section 10 hereof, Manager agrees that a Lender shall have the right, upon notice to Manager and Owner at any time after the occurrence and during the continuance of an event of default under a loan, to be substituted for Owner under this Agreement and to continue to employ Manager in accordance with the terms of this Agreement. A Lender shall have the right to terminate this Agreement upon notice to Manager and Owner at any time as more particularly set forth in the loan documents securing such Loan.

11. Avoidance of UBTI. Notwithstanding any provision to the contrary, any provision of this Agreement or any action by Manager that might cause a direct or indirect beneficial owner in Owner to recognize "unrelated business taxable income" within the meaning of Internal Revenue Code ("Code") Sections 511-514 ("UBTI") as a result of its direct or indirect investment in Owner shall be (i) void and of no effect or (ii) reformed, as necessary, to avoid such potential recognition of UBTI. Manager shall use its commercially reasonable efforts not to cause UBTI to occur, provided that Manager shall not be liable for any income or other taxes, damages or costs incurred by Owner be reason of recognition of UBTI.

12. REIT Protection.

(a) While the Manager shall not be required independently to determine whether any transaction or arrangement would adversely affect the ability of any "Owner Affiliate" (as defined below) to qualify as a REIT or would result in the Owner holding any assets other than "real estate assets" as defined in Section 856(c)(5)(B) of the Code ("Non-REIT Assets") or

generating income which would not qualify under Section 856(c)(3) and 856(d) of the Code (“Non-REIT Income”) if such income were earned by any Owner Affiliate directly, if the Manager has actual knowledge, or is otherwise informed by any Owner Affiliate in the exercise of such Owner Affiliate’s reasonable judgment, that a transaction or arrangement could have an adverse effect on Owner Affiliate’s ability to qualify as a REIT or could result in the Owner holding Non-REIT Assets or generating Non-REIT Income, the Manager shall take such actions (or refrain from taking such actions) as are reasonably required to protect the Owner Affiliate’s REIT status or to avoid the Owner’s receipt of such Non-REIT Income and/or Non-REIT assets (as the case may be); provided, however, that: (i) the Manager shall not be required to incur any expense or liability hereunder; and (ii) the terms of this paragraph shall not limit any of the specific restrictions on the authority of the Manager set forth elsewhere in this Agreement.

(b) For purposes of this Section 12, “Owner Affiliate” shall mean, when used with reference to the Owner, (a) any Person (as defined below) that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the Owner, and (b) any Person which directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of equity securities, partnership interests or other ownership interests in the Owner or of which the specified Person is directly or indirectly the owner of ten percent (10%) or more of any class of equity securities, partnership interests or other ownership interests. For the purposes of this definition, “control” means the power to direct the management and policies of such Person, directly or through one or more intermediaries, whether through the ownership of voting securities, by agreement or otherwise, and the term “controlled” has the meaning correlative to the foregoing. “Person” shall mean any corporation, trust, business trust, or association and the assigns thereof, where the context so requires.

13. General Provisions.

(a) Notices. All notices hereunder to Owner or Manager shall be sent by certified or registered mail, return receipt requested, or may be sent by Federal Express or other nationally recognized overnight courier which obtain signature upon delivery.

OWNER: c/o DRA Advisors LLC
220 East 42nd Street (27th Floor)
New York, New York 10017
Attention: Dean Sickles
Facsimile: 212-697-7403

With a copy to: Blank Rome LLP
405 Lexington Avenue
New York, New York 10174
Attention: Martin Lusk, Esquire
Facsimile: (917) 332-3714

MANAGER: c/o M & J Wilkow Properties, LLC
20 South Clark Street, Suite 3000,
Chicago, Illinois 60603
Attention: Marc R. Wilkow
Email: mwilkow@wilkow.com

With a copy to: c/o M & J Wilkow Properties, LLC
20 South Clark Street, Suite 3000,
Chicago, Illinois 60603
Attention: David S. Eisen
Email: deisen@wilkow.com

Notices shall be deemed served three (3) days after mailing, and in the case of overnight courier on the date actually delivered to the intended recipient, except for notice(s) which advise the other party of a change of address of the party sending such notice, which notice shall not be deemed served until actually received by the party to whom such notice is addressed or delivered if refused by such party.

(b) Limitation of Liability. Notwithstanding any provision contained herein to the contrary: (i) the liability of Owner arising under or in connection with this Agreement is strictly limited to and shall be enforceable only out of the Property and the income and rents therefrom and Owner shall not have any personal liability hereunder, and (ii) in no event shall any employee, agent, attorney, officer, director, shareholder or other principal of Manager have any personal liability under this Agreement.

(c) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) No Partnership. Owner shall not and by this Agreement in any way or for any purpose become a partner of Manager in the conduct of its business, or otherwise, or a joint venture of or a member of a joint enterprise with Manager or vice versa. It is agreed by the parties that either party may engage in any other business or investment, including the ownership or investment in real estate and the operation and management of property similar to the Project, and that the other party hereto shall have no rights in and to any such business or investment or the income or profit derived therefrom.

(e) Modifications. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall there be any waiver of any term or conditions in the future, unless such change or modification or waiver shall be in writing and signed by both parties.

(f) Binding Effect. Subject to the provisions hereof, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, transferees, successors and assigns.

(g) Waiver of Liens. To the extent permitted by law, Manager hereby waives all right to assert a lien against the Property under any mechanic's lien law or similar law in the state in which the Property is located.

(h) Captions and Definitions. The captions to the paragraphs in this Agreement are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original of this Agreement and all of which, taken together, will constitute the entire Agreement between the parties hereto. Further, in the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

(j) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(k) Assignment. Manager may not assign this Agreement or delegate any of its duties hereunder without the prior written consent of Owner in each instance, which consent Owner may withhold in its sole discretion. No assignment of this Agreement shall relieve Manager from any obligations set forth herein. Owner may assign this Agreement to any purchaser of the Property or any other person or entity without the consent of Manager.

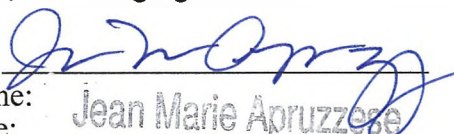
(l) Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Agreement, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

OWNER:

G&I IX MJW LAKE POINTE III & IV LLC,
a Delaware limited liability company

By: G&I IX INVESTMENT LAKE POINTE
LLC, its managing member

By: 
Name: Jean Marie Apruzzese
Title: Vice President

MANAGER:

M & J WILKOW PROPERTIES, LLC
By: M & J Wilkow, Ltd., its manager

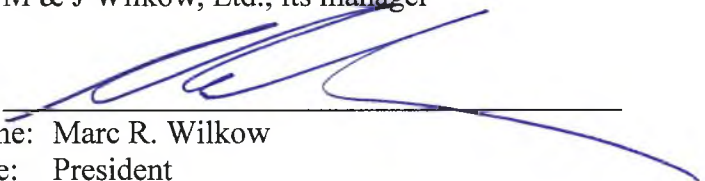
By: 
Name: Marc R. Wilkow
Title: President

EXHIBIT A

Manager shall submit the following reports to Owner in accordance with the schedule outlined below. All reports shall be submitted electronically and (or some other electronic format reasonably acceptable to Owner) uploaded to Owner's website:

On or before ten (10) days after the closing of the Property's books for a month

1. An electronic copy of the computer Data Base from the MRI System for Windows of Property Management Records and (closed for the previous month) GL/AP Records.

By the 10th Day of the Month

1. Executive Summary, which shall include, but not be limited to, the following sections:
 - a. Operational/General Occupancy Issues
 - b. Financial overview snapshot
 - c. Year End Forecast Summary
 - d. Variance Analysis-- for the month and YTD as presented in the Comparative Income Statement, to include detailed explanations and indications of timing vs. permanent status
 - e. Leasing narrative overview including market information
 - f. Leasing Activity Report, to include prospects, terms, probability
 - g. Accounts receivable narrative
 - h. Litigation/Claims Status
 - i. Tenant Issues
 - j. Construction Update—status of capital and tenant improvements with comparison of a to budget
 - k. Special Items
 - l. Monthly Property Inspection checklist, if applicable
 - m. Vacant Space Condition Report
 - n. Tenant Insurance Status
 - o. Parking Report (either internal or from Garage Operator if applicable)
2. Financial Statements and Support, including:
 - a) Comparative Income Statement (single property and consolidated) showing year to date and current month results, including detailed Profit and Loss Statement showing (i) income and expense amounts and (ii) capital expenses compared to budget.
 - b) Balance Sheet (single property and consolidated)
 - c) Receivables Ledger

- d) Cash Receipts Journal
 - e) Cash Flow-Detail
 - f) Check Register
 - g) Year-to-Date General Ledger
 - h) Trial Balance (single property and consolidated)
 - i) Delinquency Aging Report
 - j) Management Fee – Detail and support for current month and YTD
 - k) Statement Reconciliation Report & Bank Statements
 - l) Monthly Reforecast Net Cash Flow Summary
 - m) Copies of Invoices above \$1,000
3. Tenant Information
- a) Rent Roll
 - b) Lease Options Report
 - c) Lease Expiration Report

By the end of each Calendar Quarter

- 1. Quarterly Budget Variance Report with explanations for deviations from approved budget
- 2. Trial Balance (in excel)

Annually

- 1. CAM/Operating Escalation Reconciliation with all pertinent back-up documentation by February 10 (on the form provided by Owner)
- 2. Operating and Capital Budgets by October 1 or date set by Owner
- 3. Audit support schedules including but not limited to:
 - a) accruals
 - b) straight-line rent adjustments
 - c) minimum rent
 - d) depreciation of fixed assets and amortization of deferred costs
 - e) cash reconciliation of all accounts as of December 31st
 - f) 12/31 Trial Balance with activity for the year

EXHIBIT B

Vendors Insurance Requirements

• Coffee and snack services • Delivery of restroom paper products and janitorial supplies (delivery to on-floor janitor's closets and stock rotation, rather than drop-ship at dock) • Office supplies and copy paper	• Information system installation and maintenance services • Emergency generator maintenance • Portable handheld radio maintenance • Office equipment maintenance (Management Office) • Tenant Improvement or base building work exclusive of work performed by General Contractors or MEP Prime Contractors. (Interior work only. No work affecting the building structure). • Movers • Overhead garage door maintenance • Pest control services • Landscaping services (no heavy equipment and/or use of chemicals) • Carpet cleaning services • Credit/personal background investigation and verification • Payroll services • Incident/accident investigation • Sign Installation (contemplates small signage with little or no possibility of bodily injury or significant property damage) • IS technical services	• Roof maintenance • HVAC maintenance • Security services • Parking service • Water treatment • Janitorial services • Landscaping services (use of heavy equipment and/or chemicals) • Sign Installation (contemplates large signage where possibility of bodily injury or significant property damage exists) • Paring facility consultants • MEP Engineering Consultants • Architects/Architectural Consultants • Structural Engineering Consultants	• Elevator maintenance • Elevator consultants • Window washing and rig maintenance • Life safety maintenance • Fire sprinkler systems • Central safety monitors • General Construction: Tenant Improvement or base building work performed by General Contractors or MEP Prime Contractors. (Interior work only. No work affecting the building structure.) • Environmental remediation including, but not limited to, asbestos, lead paint and underground storage	• General Construction: Exterior work or work affecting the building structure.
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	• IS technical services • Energy/utility service consultants • Management consultants • Human resources consultants • Legal service consultants • Access control system maintenance • Locksmith • Lobby arts • Employee leasing, staffing or personnel agencies	
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<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits</u>
Commercial General Liability: \$1,000,000 Each Occurrence \$2,000,000 General Aggregate – Per Location/Project \$2,000,000 Products/Completed Operations Aggregate Workers Compensation: Statutory Limits Employers Liability: \$1,000,000 Bodily Injury for Each Accident/\$1,000,000 Bodily Injury by Disease for Each Employee/\$1,000,000 Bodily Injury Disease Aggregate Including Waiver of Subrogation in Favor of Additional Insureds shown below Automobile Liability: \$1,000,000 Combined Single Limit – Each Accident for owned, non owned & hired autos Umbrella Liability: \$1,000,000 per Occurrence/Aggregate. Additional Insureds to be included on all policies except Workers' Compensation/Employers Liability: DRA Advisors, Building Owner and any other party specified by DRA on a primary basis. On All Policies: 30 Days notice of cancellation, except 10 Days for non-payment of premium.	Commercial General Liability: \$1,000,000 Each Occurrence \$2,000,000 General Aggregate – Per Location/Project \$2,000,000 Products/Completed Operations Aggregate Workers Compensation: Statutory Limits Employers Liability: \$1,000,000 Bodily Injury for Each Accident/\$1,000,000 Bodily Injury Disease for Each Employee/\$1,000,000 Bodily Injury Disease Aggregate Including Waiver of Subrogation in Favor of Additional Insureds shown below Automobile Liability: \$1,000,000 Combined Single Limit – Each Accident for owned, non owned & hired autos Umbrella Liability: \$2,000,000 per Occurrence/Aggregate. Special Requirement for IS installation and maintenance: Errors and Omissions Liability, \$2,000,000 per Occurrence/Aggregate, if they could disrupt operations and cause lost business. Special Requirement for locksmith: \$2,000,000 Fidelity Bond, naming DRA Advisors, Building Owner and	Commercial General Liability: \$1,000,000 Each Occurrence \$2,000,000 General Aggregate – Per Location/Project \$2,000,000 Products/Completed Operations Aggregate Workers Compensation: Statutory Limits Employers Liability: \$1,000,000 Bodily Injury for Each Accident/\$1,000,000 Bodily Injury Disease for Each Employee/\$1,000,000 Bodily Injury Disease Aggregate Including Waiver of Subrogation in Favor of Additional Insureds shown below Automobile Liability: \$1,000,000 Combined Single Limit – Each Accident for owned, non owned & hired autos Umbrella Liability: \$5,000,000 per Occurrence/Aggregate. Special Requirement for security services: 1) Commercial General and Umbrella Liability policies must include Personal Injury coverage with same limits as required above. 2) \$2,000,000 Fidelity Bind, naming DRA Advisors, Building Owner and any other party specified by DRA as obligee. 3) Errors & Omissions: \$5,000,000 per Occurrence &	Commercial General Liability: \$1,000,000 Each Occurrence \$2,000,000 General Aggregate – Per Location/Project \$2,000,000 Products/Completed Operations Aggregate (Pollution liability exclusion must not apply to products/completed operations coverage or a separate Pollution Liability policy must be provided.) Workers Compensation: Statutory Limits Employers Liability: \$1,000,000 Bodily Injury for Each Accident/\$1,000,000 Bodily Injury by Disease for Each Employee/\$1,000,000 Bodily Injury Disease Aggregate Including Waiver of Subrogation in Favor of Additional Insureds shown below Automobile Liability: \$1,000,000 Combined Single Limit – Each Accident for owned, non owned & hired autos Umbrella Liability: \$10,000,000 per Occurrence/Aggregate. Special Requirement for contractors that present pollution exposure (i.e., hydraulic elevators, environmental contracts, construction projects where asbestos, lead paint, etc. is present.): a separate pollution liability policy should be required with minimum limits of \$5,000,000	Commercial General Liability: \$1,000,000 Each Occurrence \$2,000,000 General Aggregate – Per Location/Project \$2,000,000 Products/Completed Operations Aggregate (Pollution liability exclusion must not apply to products/completed operations coverage or a separate Pollution Liability policy must be provided.) Workers Compensation: Statutory Limits Employers Liability: \$1,000,000 Bodily Injury for Each Accident/\$1,000,000 Bodily Injury by Disease for Each Employee/\$1,000,000 Bodily Injury Disease Aggregate Including Waiver of Subrogation in Favor of Additional Insureds shown below Automobile Liability: \$1,000,000 Combined Single Limit – Each Accident for owned, non owned & hired autos Umbrella Liability: \$10,000,000 - \$25,000,000 per Occurrence/Aggregate – Property Managers to evaluate limit requirements in coordination with Regional Manager of Property Management and Regional Manager of Construction based upon work being performed. Special Requirement for contractors that present

<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits</u>
All Insurers to be rated “A-VIII” or higher by A.M. Best.	any other party specified by DRA as obligee Special Requirement for lobby arts If responsible for transport, a Fine Arts Floater to cover the actual value in excess of the bill of lading Special Requirement for employee leasing, staffing or personnel agencies Employment Practices Liability \$3,000,000 per Occurrence & Aggregate Special Requirement for movers Bailee’s floater to the full replacement cost of DRA property in care, custody and control of mover. Special Requirement for credit/personal background investigation and verification: Commercial General Liability and Umbrella Liability policies must include Personal Injury coverage with same limits as required above Special Requirement for payroll services: \$2,000,000 Fidelity Bond, naming DRA Advisors Building Owner and any other party specified by DRA as obligee. Special Requirement for HR consultants, IS programmers, management consultants, legal consultants, risk management consultants: Error & Omissions Liability: \$5,000,000 per Occurrence/Aggregate (“Claims-made”) coverage acceptable with 3	Aggregate. (“Claims-made” coverage is acceptable with 3 year extended reporting and coverage.) Special Requirement for parking services: 1) \$1,000,000 Garage Liability in lieu of General Liability and Automobile Liability (Must be scheduled onto the Umbrella with Additional Insured included) 2) \$1,000,000 Garage keepers Legal Liability 3) If parking services include collecting money: \$2,000,000 Fidelity Bond, naming DRA Advisor, Building Owner and any other party specified by DRA as obligee. Special Requirement for contractors that present pollution exposure (i.e., landscaping with the use of chemicals, water treatment contracts, etc.) : a separate pollution liability policy should be required with minimum limits of \$5,000,000 per occurrence/aggregate. (“Clams-made” coverage acceptable with 3 year extended reporting and coverage) Additional Insureds to be included on all policies except Workers’ Compensation/Employers Liability: DRA Advisors, Building Owner and any other party specified by DRA on a primary basis. On All Policies: 30 Days notice of cancellation, except 10 Days for non-payment of premium.	per occurrence/aggregate. (“Clams-made” coverage acceptable with 3 year extended reporting and coverage) Additional Insureds to be included on all policies except Workers’ Compensation/Employers Liability: DRA Advisors, Building Owner and any other party specified by DRA on a primary basis. On All Policies: 30 Days notice of cancellation, except 10 Days for non-payment of premium. All Insurers to be rated “A-VIII” or higher by A.M. Best.	pollution exposure (i.e., construction projects where asbestos, lead paint, etc. is present.): a separate pollution liability policy should be required with minimum limits of \$5,000,000 per occurrence/aggregate. (“Claims-made” coverage acceptable with 3 year extended reporting and coverage) Additional Insureds to be included on all policies except Workers’ Compensation/Employers Liability: DRA Advisors, Building Owner and any other party specified by DRA on a primary basis. On All Policies: 30 Days notice of cancellation, except 10 Days for non-payment of premium. All Insurers to be rated “A-VIII” or higher by A.M. Best.

<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits:</u>	<u>Minimum Limits</u>
	year extended reporting and coverage) Special Requirement for human resource consultants: If the human resource consultant could be accused of libel or slander, verify that Personal Injury is provided in the CGL and the Umbrella. Additional Insureds to be included on all policies except Workers' Compensation/Employers Liability: DRA Advisors, Building Owner and any other party specified by DRA on a primary basis. On All Policies: 30 Days notice of cancellation, except 10 Days for non-payment of premium. All Insurers to be rated "A-VIII" or higher by A.M. Best.	All Insurers to be rated "A-VIII" or higher by A.M. Best.		

EXHIBIT C

O & M Plan

**WATER INTRUSION AND ENVIRONMENTAL HAZARD PREVENTION, OPERATION AND MANAGEMENT PROGRAM FOR
DESIGNATED COMMERCIAL PROPERTIES**

For the Project identified as:

8470 & 8520 Allison Pointe Boulevard, Indianapolis IN

and the Property Manager identified as:

M & J Wilkow Properties, LLC

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III	Training and Appointment of Key Personnel	4
IV	Inspection and Reporting	4
V	Maintenance Procedures and Reporting Requirements	5
Exhibit A	Intentionally Deleted.	
Exhibit B	Inspection and Incident Reporting Form	
Exhibit C	Inspection Items	
Exhibit D	Reporting Requirements	
Exhibit E	New York City Guidelines	
Exhibit F	Mold Remediation Procedures	

WATER INTRUSION AND ENVIRONMENTAL HAZARD PREVENTION, OPERATION AND MANAGEMENT PROGRAM FOR DESIGNATED OFFICE PROPERTIES

Section I

Introduction

- A. This Water Intrusion and Environmental Hazard Prevention, Operations and Management Program for Designated Office Properties ("O&M Program") is intended to be the minimum guidelines and requirements for the property manager ("Manager") for the office and shopping center project identified on the cover page hereto ("Project") for the maintenance of the building envelope and weather-tightness of the Project, the prevention of water intrusion into interior spaces, the removal of water that may have intruded into spaces or resulted from excess humidity, and the prevention of mold, bacteria, and other contamination ("Microbial Contamination") and the prevention of contamination of the Project by other environmental hazards (collectively, the foregoing are referred to herein as the "Environmental Hazards"). The Manager is solely responsible for the implementation of the O&M Program for the Project.
- B. The Manager shall develop, have approved by the Owner, and implement such more stringent and protective measures and guidelines as appropriate for the Project, based on its age, type and quality of construction, history of water intrusion, unique or problematic design elements, uses or tenants which may present particular concerns, and local climate and conditions, and as necessary to comply with federal, state, and local ("Governmental Authority") laws, regulations, ordinances and codes, adopted from time to time, applicable to the management of water intrusion, Microbial Contamination, and other Environmental Hazards ("Applicable Laws").

Section II

Mandatory Lease Provisions and Educational Manual

- A. The Manager shall ensure that all leases for spaces within the Project entered into following the Effective Date ("Leases") incorporate terms reasonably acceptable to Owner regarding Tenant's responsibilities for water intrusion and environmental hazard prevention.
- B. The Manager shall make periodic recommendations to the Owner for any modifications to the O&M Program based upon the Manager's experience at the Project or through the implementation of the O&M Program.

Section III

Training and Appointment of Key Personnel

- A. The Manager shall designate persons at the Project and in Manager's regional office responsible for the Project to be responsible for the implementation and supervision of this O&M Program ("**Key Personnel**"). The Key Personnel shall act as a team to implement and supervise this O&M Program and the Manager shall appoint at least two (2) of the Key Personnel to be "Supervisors" responsible for the performance of the Key Personnel and to address all water intrusion, Microbial Contamination, Environmental Hazards, and other emergency events at the Project. The Supervisors must have management level supervision and shall not be administrative or clerical personnel. The Manager shall notify the Owner in writing of all Key Personnel, the Supervisors, and their contact information, including after-hours and weekend contact information.
- B. The Manager shall enroll the Key Personnel in training programs for prevention and management of water intrusion and for the prevention and management of Microbial Contamination and other Environmental Hazards. The training programs shall be accredited by recognized organizations specializing in such issues. The Key Personnel shall also attend any periodic educational programs or seminars that the Owner may elect, in its sole discretion, to sponsor or recommend for its property managers. If mandatory certification or licensing requirements are imposed by Governmental Authority for assessment or remediation of Microbial Assessment, at least one of the Key Personnel for the Project shall be so certified or licensed unless such requires substantial experience in the assessment or remediation of Microbial Contamination.
- C. The Manager shall provide on-site staff that are not Key Personnel with training necessary to carry out their responsibilities with respect to addressing reports of water intrusion, building envelope defects and Microbial Contamination, Environmental Hazards, communicating with Tenants, and internal procedures for the implementation of the O&M Program. Untrained staff shall not communicate with tenants as to the assessment, management or remediation of Microbial Contamination.

Section IV

Inspections and Reporting

- A The Manager shall cause the Key Personnel to perform periodic inspections of the Project looking for evidence of defects in or a breach of the building envelope, water intrusion events or evidence of Microbial Contamination or other Environmental Hazards at such intervals as appropriate for the age type, quality of construction, history of water intrusion, unique or problematic design elements, uses and tenants, and local climate conditions. The Manager shall maintain reports showing the results of such inspections. The Manager shall promptly forward a copy of such report to the Owner in substantially the form annexed hereto as **Exhibit “B”** (“**Inspection Report(s)**”). Delivery of the reports to the Owner shall not relieve the Manager of its obligation to implement and comply with this O&M Program. The inspections shall, as appropriate for the level and type of Microbial Contamination or other Environmental Hazard found, include the tasks set forth on **Exhibit “C”** annexed hereto.
- B. If the Manager should discover a water intrusion event, evidence of a breach of the building envelope, or evidence of Microbial Contamination or other Environmental Hazard, or if any of such should be reported by a Tenant, the Manager shall immediately implement the Maintenance Procedures or the Response Protocol, as applicable, as defined in and described in Section V.

Section V

Maintenance Procedures and Response Reporting

- A If the Manager discovers as part of its inspections a breach of the building envelope or a water intrusion event or if such shall be reported to the Manager by a tenant or Manager’s maintenance personnel, the Manager shall take immediate measures in accordance with good workmanship and practice to repair or correct the breach or defect and to remove any water intrusion.
- B Except for minor, insubstantial water intrusion events that Manager reasonably determines may be removed and dried out by Manager’s personnel, or due to events that are the sole responsibility of the tenant under the applicable lease, all water intrusion should be removed and the premises dried out by a licensed and qualified restoration or “dry out” company. All porous, absorbent, and cellulose-based products, components, including without limitation, carpet, drywall, cabinets, furnishings and wood components should be immediately dried or, if the water absorption is too great to dry out, such shall be removed and replaced if such indicates the possible presence of significant Microbial Contamination. If such event is the responsibility of the tenant to remedy, the Manager shall cause the tenant to engage such licensed and qualified restoration or "dry out" company. The Manager shall require that the restoration or "dry out" company deliver a final clearance report showing that it has successfully dried the water intrusion. Such report shall be promptly forward to the Owner.
- C If the Manager should discover or if a tenant or maintenance personnel should report or claim that a portion of the Project should contain or is alleged to contain Microbial Contamination or other Environmental Hazard, the Manager shall issue an Environmental Response Report to the Owner identifying that such discovery or report and shall follow the procedures set forth on **Exhibit “D”** annexed hereto. Upon receipt of the Environmental Response Report, if such indicates the possible presence of significant Microbial Contamination, the Owner shall direct the Manager of the procedures to be followed in the event of such Microbial Contamination.

- D In the event of such minor Microbial Contamination (such as small areas of mold on drywall resulting from small leaks which has not spread and does not contaminate any wall cavity), Manager shall cause such to be removed in accordance with the more stringent of the New York City Department of Health & Mental Hygiene Bureau of Environmental & Occupational Disease Epidemiology Guidelines on Assessment and Remediation of Fungi in Indoor Environments (“New York City Guidelines”) a copy of which are annexed hereto as **Exhibit “E”**, as such may be amended from time to time, such industry standards as may become accepted in connection with the remediation of Microbial Contamination, and any Applicable Laws. A report of the completion of such remediation shall be delivered to the Owner.
- E Upon the receipt of the Environmental Response Report which indicates the possible presence of significant Microbial Contamination or other Environmental Hazard, the Owner will elect the preferred methods of investigating the condition. If after reviewing the Environmental Response Report, the Owner elects to have the Manager to perform any necessary remediation, the Manager shall follow the procedures set forth on **Exhibit “F”** annexed hereto.

EXHIBIT “A”
INTENTIONALLY DELETED

EXHIBIT "B"

INSPECTION AND INCIDENT REPORTING FORM

Apt. #	Reported by:	Date	Condition Reported	Action Taken	Follow-Up Date	Follow Up Action

EXHIBIT C

INSPECTION ITEMS

Look for leaky plumbing, water heaters, washer drain lines.

Look for leaks in the building envelope, at windows, doors, roofs.

Look for condensation and wet spots, particularly on ceilings, on walls, AC vents.

Address excessive humidity levels in units, which must be maintained below 60% relative humidity (RH), but preferably between 40-50%, if possible.

Look for condensation, or evidence of mold in heating, ventilation, and air conditioning (HVAC) drip pans and check condensate lines to ensure that such are clean, flowing properly, and unobstructed.

Make sure that moisture-generating appliances are properly vented to the outside.

Look for staining or indicators of Microbial Contamination.

Make sure filters are replaced regularly with high-quality filters.

Clean and dry wet or damp spots within 48 hours.

Check irrigation pipes close to walls, sprinkler spray radii, foundation leaks, and planter leaks.

Identify extent conditions favorable for mold growth, including moisture intrusion in porous materials, such as ceiling tiles, gypsum wallboard, cardboard, duct liner, wood, carpet, paper, and other cellulose-based materials. The use of a moisture meter, to measure the saturation in building materials, is useful in evaluating the extent of water damage and determining when the appropriate moisture level has been restored. Under further investigation, it may be necessary to look inside of wall cavities or filter areas to determine the extent at any water damage or mold growth.

Look for visible evidence of mold on drywall, vents, on ceilings and other areas prone to water intrusion or excessive humidity. Identify any earthy or musty odor, which may also indicate that mold is present.

Check for improperly cycling HVAC systems, or improper use by the residents. Verify compliance with maintenance guidelines based on manufacturer's specifications (including appropriate settings, filter changes, proper filter types and cleaning).

Look for access points into building envelope in which birds may enter. Look for signs of bird droppings or fecal matter.

Look for evidence of improper disposal of chemicals by tenants, such as drycleaners, hair and nail salons, and other tenants that use chemicals in their business operations.

Tenants which engage in any medical practice must comply with all requirements of applicable medical waste disposal laws, regulations and guidelines. Manager shall require that such tenants engage duly licensed and qualified companies specializing in removal of such waste and all containers for such waste shall be maintained by tenant and be secured from tampering.

EXHIBIT D
REPORTING REQUIREMENTS

Fill out a service request form and in doing so, record the observations of the Tenant regarding water intrusion events or other conditions that may be favorable to mold growth, or whether the Tenant believes mold growth is present. If a health concern is expressed or property damage is reported, immediately contact the Owner and submit a Environmental Response Report. If the Tenant has obtained any test reports or studies, try to obtain a copy and immediately deliver a copy to the Owner.

All reports of alleged Microbial Contamination or Environmental Hazards must be treated as a priority and all communications to the Owner shall be by overnight courier or fax.

Complete the Incident Tracking Log annexed as **Exhibit "D"**.

As noted above, identify the nature and extent of conditions favorable for Microbial Contamination or the presence of Microbial Contamination or other Environmental Hazard, if any. Determine the source of any water intrusion or excessive moisture.

If a source of water intrusion or excessive moisture is found, repair immediately and dry out in accordance with the procedures noted above.

EXHIBIT "E"

NEW YORK CITY GUIDELINES



New York City Department of Health & Mental Hygiene
Bureau of Environmental & Occupational Disease Epidemiology

(m) Guidelines on Assessment and Remediation of Fungi in Indoor Environments

- Executive Summary
- Introduction
- Health Issues
- Environmental Assessment
- Remediation
- Hazard Communication
- Conclusion
- Notes and References
- Acknowledgments

Executive Summary

On May 7, 1993, the New York City Department of Health (DOH), the New York City Human Resources Administration (HRA), and the Mt. Sinai Occupational Health Clinic convened an expert panel on *Stachybotrys atra* in Indoor Environments. The purpose of the panel was to develop policies for medical and environmental evaluation and intervention to address *Stachybotrys atra* (now known as

Stachybotrys chartarum (SC)) contamination. The original guidelines were developed because of mold growth problems in several New York City buildings in the early 1990's. This document revises and expands the original guidelines to include all fungi (mold). It is based both on a review of the literature regarding fungi and on comments obtained by a review panel consisting of experts in the fields of microbiology and health sciences. It is intended for use by building engineers and management, but is available for general distribution to anyone concerned about fungal contamination, such as environmental consultants, health professionals, or the general public.

We are expanding the guidelines to be inclusive of all fungi for several reasons:

- Many fungi (e.g., species of *Aspergillus*, *Penicillium*, *Fusarium*, *Trichoderma*, and *Memnoniella*) in addition to SC can produce potent mycotoxins, some of which are identical to compounds produced by SC. Mycotoxins are fungal metabolites that have been identified as toxic agents. For this reason, SC cannot be treated as uniquely toxic in indoor environments.
- People performing renovations/cleaning of widespread fungal contamination may be at risk for developing Organic Dust Toxic Syndrome (ODTS) or Hypersensitivity Pneumonitis (HP). ODTS may occur after a *single heavy* exposure to dust contaminated with fungi and produces flu-like symptoms. It differs from HP in that it is not an immune-mediated disease and does not require repeated exposures to the same causative agent. A variety of biological agents may cause ODTS including common species of fungi. HP may occur after repeated exposures to an allergen and can result in permanent lung damage.
- Fungi can cause allergic reactions. The most common symptoms are runny nose, eye irritation, cough, congestion, and aggravation of asthma.

Fungi are present almost everywhere in indoor and outdoor environments. The most common symptoms of fungal exposure are runny nose, eye irritation, cough, congestion, and aggravation of asthma. Although there is evidence documenting severe health effects of fungi in humans, most of this evidence is derived from ingestion of contaminated foods (i.e., grain and peanut products) or occupational exposures in agricultural settings where inhalation exposures were very high. With the possible exception of remediation to very heavily contaminated indoor environments, such high-level exposures are not expected to occur while performing remedial work.

There have been reports linking health effects in office workers to offices contaminated with moldy surfaces and in residents of homes contaminated with fungal growth. Symptoms, such as fatigue, respiratory ailments, and eye irritation were typically observed in these cases. Some studies have suggested an association between SC and pulmonary hemorrhage/hemosiderosis in infants, generally those less than six months old. Pulmonary hemosiderosis is an uncommon condition that results from bleeding in the lungs. The cause of this

condition is unknown, but may result from a combination of environmental contaminants and conditions (e.g., smoking, fungal contaminants and other bioaerosols, and water-damaged homes), and currently its association with SC is unproven.

The focus of this guidance document addresses mold contamination of building components (walls, ventilation systems, support beams, etc.) that are chronically moist or water damaged. Occupants should address common household sources of mold, such as mold found in bathroom tubs or between tiles with household cleaners. Moldy food (e.g., breads, fruits, etc.) should be discarded. Building materials supporting fungal growth must be remediated *as rapidly as possible* in order to ensure a healthy environment. Repair of the defects that led to water accumulation (or elevated humidity) should be conducted in conjunction with or prior to fungal remediation. Specific methods of assessing and remediating fungal contamination should be based on the extent of visible contamination and underlying damage. The simplest and most expedient remediation that is reasonable, and properly and safely removes fungal contamination, should be used. Remediation and assessment methods are described in this document.

The use of respiratory protection, gloves, and eye protection is recommended. Extensive contamination, particularly if heating, ventilating, air conditioning (HVAC) systems or large occupied spaces are involved, should be assessed by an experienced health and safety professional and remediated by personnel with training and experience handling environmentally contaminated materials. Lesser areas of contamination can usually be assessed and remediated by building maintenance personnel. In order to prevent contamination from recurring, underlying defects causing moisture buildup and water damage must be addressed. Effective communication with building occupants is an essential component of all remedial efforts.

Fungi in buildings may cause or exacerbate symptoms of allergies (such as wheezing, chest tightness, shortness of breath, nasal congestion, and eye irritation), especially in persons who have a history of allergic diseases (such as asthma and rhinitis). Individuals with persistent health problems that appear to be related to fungi or other bioaerosol exposure should see their physicians for a referral to practitioners who are trained in occupational/environmental medicine or related specialties and are knowledgeable about these types of exposures. Decisions about removing individuals from an affected area must be based on the results of such medical evaluation, and be made on a case-by-case basis. Except in cases of widespread fungal contamination that are linked to illnesses throughout a building, building-wide evacuation is not indicated.

In summary, prompt remediation of contaminated material and infrastructure repair is the primary response to fungal contamination in buildings. Emphasis should be placed on preventing contamination through proper building and HVAC system maintenance and prompt repair of water damage.

This document is not a legal mandate and should be used as a guideline. Currently there are no United States Federal, New York State, or New York City regulations for evaluating potential health effects of fungal contamination and remediation. These guidelines are subject to change as more information regarding fungal contaminants becomes available.

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Introduction

On May 7, 1993, the New York City Department of Health (DOH), the New York City Human Resources Administration (HRA), and the Mt. Sinai Occupational Health Clinic convened an expert panel on *Stachybotrys atra* in Indoor Environments. The purpose of the panel was to develop policies for medical and environmental evaluation and intervention to address *Stachybotrys atra* (now known as *Stachybotrys chartarum* (SC)) contamination. The original guidelines were developed because of mold growth problems in several New York City buildings in the early 1990's. This document revises and expands the original guidelines to include all fungi (mold). It is based both on a review of the literature regarding fungi and on comments obtained by a review panel consisting of experts in the fields of microbiology and health sciences. It is intended for use by building engineers and management, but is available for general distribution to anyone concerned about fungal contamination, such as environmental consultants, health professionals, or the general public. This document contains a discussion of potential health effects; medical evaluations; environmental assessments; protocols for remediation; and a discussion of risk communication strategy. The guidelines are divided into four sections:

1. Health Issues; 2. Environmental Assessment; 3. Remediation; and 4. Hazard Communication.

We are expanding the guidelines to be inclusive of all fungi for several reasons:

- Many fungi (e.g., species of *Aspergillus*, *Penicillium*, *Fusarium*, *Trichoderma*, and *Memnoniella*) in addition to SC can produce potent mycotoxins, some of which are identical to compounds produced by SC.^{1, 2, 3, 4} Mycotoxins are fungal metabolites that have been identified as toxic agents. For this reason, SC cannot be treated as uniquely toxic in indoor environments.
- People performing renovations/cleaning of widespread fungal contamination may be at risk for developing Organic Dust Toxic Syndrome (ODTS) or Hypersensitivity Pneumonitis (HP). ODTS may occur after a *single heavy* exposure to dust contaminated with fungi and produces flu-like symptoms. It differs from HP in that it is not an immune-mediated disease and does not require repeated exposures to the same causative agent. A variety of biological agents may cause ODTS including common species of fungi. HP may occur after repeated exposures to an allergen and can result in permanent lung damage.^{5, 6, 7, 8, 9, 10}
- Fungi can cause allergic reactions. The most common symptoms are runny nose, eye irritation, cough, congestion, and aggravation of asthma.^{11, 12}

Fungi are present almost everywhere in indoor and outdoor environments. The most common symptoms of fungal exposure are runny nose, eye irritation, cough, congestion, and aggravation of asthma. Although there is evidence documenting severe health effects of fungi in humans, most of this evidence is derived from ingestion of contaminated foods (i.e., grain and peanut products) or occupational exposures in agricultural settings where inhalation exposures were very high.^{13, 14} With the possible exception of remediation to very heavily contaminated indoor environments, such high level exposures are not expected to occur while performing remedial work.¹⁵ There have been reports linking health effects in office workers to offices contaminated with moldy surfaces and in residents of homes contaminated with fungal growth.^{12, 16, 17, 18, 19, 20} Symptoms, such as fatigue, respiratory ailments, and eye irritation were typically observed in these cases.

Some studies have suggested an association between SC and pulmonary hemorrhage/hemosiderosis in infants, generally those less than six months old. Pulmonary hemosiderosis is an uncommon condition that results from bleeding in the lungs. The cause of this condition is unknown, but may result from a combination of environmental contaminants and conditions (e.g., smoking, other microbial contaminants, and water-damaged homes), and currently its association with SC is unproven.^{21, 22, 23}

The focus of this guidance document addresses mold contamination of building components (walls, ventilation systems, support beams, etc.) that are chronically moist or water damaged. Occupants should address common household sources of mold, such as mold found in bathroom tubs or between tiles with household cleaners. Moldy food (e.g., breads, fruits, etc.) should be discarded.

This document is not a legal mandate and should be used as a guideline. Currently there are no United States Federal, New York State, or New York City regulations for evaluating potential health effects of fungal contamination and remediation. These guidelines are subject to change as more information regarding fungal contaminants becomes available.

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1. Health Issues

1.1 Health Effects

Inhalation of fungal spores, fragments (parts), or metabolites (e.g., mycotoxins and volatile organic compounds) from a wide variety of fungi may lead to or exacerbate immunologic (allergic) reactions, cause toxic effects, or cause infections.^{11, 12, 24}

There are only a limited number of documented cases of health problems from indoor exposure to fungi. The intensity of exposure and health effects seen in studies of fungal exposure in the indoor environment was typically much less severe than those that were experienced by agricultural workers but were of a long-term duration.^{5-10, 12, 14, 16-20, 25-27} Illnesses can result from both high level, short-term exposures and lower level, long-term exposures. The most common symptoms reported from exposures in indoor environments are runny nose, eye irritation, cough, congestion, aggravation of asthma, headache, and fatigue.^{11, 12, 16-20}

The presence of fungi on building materials as identified by a visual assessment or by bulk/surface sampling results does not necessitate that people will be exposed or exhibit health effects. In order for humans to be exposed indoors, fungal spores, fragments, or metabolites must be released into the air and inhaled, physically contacted (dermal exposure), or ingested. Whether or not symptoms develop in people exposed to fungi depends on the nature of the fungal material (e.g., allergenic, toxic, or infectious), the amount of exposure, and the susceptibility of exposed persons. Susceptibility varies with the genetic predisposition (e.g., allergic reactions do not always occur in all individuals), age, state of health, and concurrent exposures. For these reasons, and because measurements of exposure are not standardized and biological markers of exposure to fungi are largely unknown, it is not possible to determine "safe" or "unsafe" levels of exposure for people in general.

1.1.1 Immunological Effects

Immunological reactions include asthma, HP, and allergic rhinitis. Contact with fungi may also lead to dermatitis. It is thought that these conditions are caused by an immune response to fungal agents. The most common symptoms associated with allergic reactions are runny nose, eye irritation, cough, congestion, and aggravation of asthma.^{11, 12} HP may occur after repeated exposures to an allergen and can result in permanent lung damage. HP has typically been associated with repeated heavy exposures in agricultural settings but has also been reported in office settings.^{25, 26, 27} Exposure to fungi through renovation work may also lead to initiation or exacerbation of allergic or respiratory symptoms.

1.1.2 Toxic Effects

A wide variety of symptoms have been attributed to the toxic effects of fungi. Symptoms, such as fatigue, nausea, and headaches, and respiratory and eye irritation have been reported. Some of the symptoms related to fungal exposure are non-specific, such as discomfort, inability to concentrate, and fatigue.^{11, 12, 16-20} Severe illnesses such as OOTS and pulmonary hemosiderosis have also been attributed to fungal exposures.^{5-10, 21, 22}

OOTS describes the abrupt onset of fever, flu-like symptoms, and respiratory symptoms in the hours following a *single, heavy* exposure to dust containing organic material including fungi. It differs from HP in that it is not an immune-mediated disease and does not require repeated exposures to the same causative agent. OOTS may be caused by a variety of biological agents including common species of fungi (e.g., species of *Aspergillus* and *Penicillium*). OOTS has been documented in farm workers handling contaminated material but is also of concern to workers performing renovation work on building materials contaminated with fungi.⁵⁻¹⁰

Some studies have suggested an association between SC and pulmonary hemorrhage/hemosiderosis in infants, generally those less than six months old. Pulmonary hemosiderosis is an uncommon condition that results from bleeding in the lungs. The cause of this condition is unknown, but may result from a combination of environmental contaminants and conditions (e.g., smoking, fungal contaminants and other bioaerosols, and water-damaged homes), and currently its association with SC is unproven.^{21, 22, 23}

1.1.3 Infectious Disease

Only a small group of fungi have been associated with infectious disease. Aspergillosis is an infectious disease that can occur in immunosuppressed persons. Health effects in this population can be severe. Several species of *Aspergillus* are known to cause aspergillosis. The most common is *Aspergillus fumigatus*. Exposure to this common mold, even to high concentrations, is unlikely to cause infection in a healthy person.^{11, 24}

Exposure to fungi associated with bird and bat droppings (e.g., *Histoplasma capsulatum* and *Cryptococcus neoformans*) can lead to health effects, usually transient flu-like illnesses, in healthy individuals. Severe health effects are primarily encountered in immunocompromised persons.^{24, 28, 29}

1.2 Medical Evaluation

Individuals with persistent health problems that appear to be related to fungi or other bioaerosol exposure should see their physicians for a referral to practitioners who are trained in occupational/environmental medicine or related specialties and are knowledgeable about these types of exposures. Infants (less than 12 months old) who are experiencing non-traumatic nosebleeds or are residing in dwellings with damp or moldy conditions and are experiencing breathing difficulties should receive a medical evaluation to screen for alveolar hemorrhage. Following this evaluation, infants who are suspected of having alveolar hemorrhaging should be referred to a pediatric pulmonologist. Infants diagnosed with pulmonary hemosiderosis and/or pulmonary hemorrhaging should not be returned to dwellings until remediation and air testing are completed.

Clinical tests that can determine the source, place, or time of exposure to fungi or their products are not currently available. Antibodies developed by exposed persons to fungal agents can only document that exposure has occurred. Since exposure to fungi routinely occurs in both outdoor and indoor environments this information is of limited value.

1.3 Medical Relocation

Infants (less than 12 months old), persons recovering from recent surgery, or people with immune suppression, asthma, hypersensitivity pneumonitis, severe allergies, sinusitis, or other chronic inflammatory lung diseases may be at greater risk for developing health problems associated with certain fungi. Such persons should be removed from the affected area during remediation (see Section 3, Remediation). Persons diagnosed with fungal related diseases should not be returned to the affected areas until remediation and air testing are completed.

Except in cases of widespread fungal contamination that are linked to illnesses throughout a building, a building-wide evacuation is not indicated. A trained occupational/environmental health practitioner should base decisions about medical removals in the occupational setting on the results of a clinical assessment.

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2. Environmental Assessment

The presence of mold, water damage, or musty odors should be addressed immediately. In all instances, any source(s) of water must be stopped and the extent of water damaged determined. Water damaged materials should be dried and repaired. Mold damaged materials should be remediated in accordance with this document (see Section 3, Remediation).

2.1 Visual Inspection

A visual inspection is the most important initial step in identifying a possible contamination problem. The extent of any water damage and mold growth should be visually assessed. This assessment is important in determining remedial strategies. Ventilation systems should also be visually checked, particularly for damp filters but also for damp conditions elsewhere in the system and overall cleanliness. Ceiling tiles, gypsum wallboard (sheetrock), cardboard, paper, and other cellulosic surfaces should be given careful attention during a visual inspection. The use of equipment such as a boroscope, to view spaces in ductwork or behind walls, or a moisture meter, to detect moisture in building materials, may be helpful in identifying hidden sources of fungal growth and the extent of water damage.

2.2 Bulk/Surface Sampling

- a. Bulk or surface sampling is not required to undertake a remediation. Remediation (as described in Section 3, Remediation) of visually identified fungal contamination should proceed without further evaluation.
- b. Bulk or surface samples may need to be collected to identify specific fungal contaminants as part of a medical evaluation if occupants are experiencing symptoms which may be related to fungal exposure or to identify the presence or absence of mold if a visual inspection is equivocal (e.g., discoloration, and staining).

- c. An individual trained in appropriate sampling methodology should perform bulk or surface sampling. Bulk samples are usually collected from visibly moldy surfaces by scraping or cutting materials with a clean tool into a clean plastic bag. Surface samples are usually collected by wiping a measured area with a sterile swab or by stripping the suspect surface with clear tape. Surface sampling is less destructive than bulk sampling. Other sampling methods may also be available. A laboratory specializing in mycology should be consulted for specific sampling and delivery instructions.

2.3 Air Monitoring

- d. Air sampling for fungi should not be part of a routine assessment. This is because decisions about appropriate remediation strategies can usually be made on the basis of a visual inspection. In addition, air-sampling methods for some fungi are prone to false negative results and therefore cannot be used to definitively rule out contamination.
- e. Air monitoring may be necessary if an individual(s) has been diagnosed with a disease that is or may be associated with a fungal exposure (e.g., pulmonary hemorrhage/hemosiderosis, and aspergillosis).
- f. Air monitoring may be necessary if there is evidence from a visual inspection or bulk sampling that ventilation systems may be contaminated. The purpose of such air monitoring is to assess the extent of contamination throughout a building. It is preferable to conduct sampling while ventilation systems are operating.
- g. Air monitoring may be necessary if the presence of mold is suspected (e.g., musty odors) but cannot be identified by a visual inspection or bulk sampling (e.g., mold growth behind walls). The purpose of such air monitoring is to determine the location and/or extent of contamination.
- h. If air monitoring is performed, for comparative purposes, outdoor air samples should be collected concurrently at an air intake, if possible, and at a location representative of outdoor air. For additional information on air sampling, refer to the American Conference of Governmental Industrial Hygienists' document, "Bioaerosols: Assessment and Control."
- i. Personnel conducting the sampling must be trained in proper air sampling methods for microbial contaminants. A laboratory specializing in mycology should be consulted for specific sampling and shipping instructions.

2.4 Analysis of Environmental Samples

Microscopic identification of the spores/colonies requires considerable expertise. These services are not routinely available from commercial laboratories. Documented quality control in the laboratories used for analysis of the bulk/surface and air samples is necessary. The American Industrial Hygiene Association (AIHA) offers accreditation to microbial laboratories (Environmental

Microbiology Laboratory Accreditation Program (EMLAP)). Accredited laboratories must participate in quarterly proficiency testing (Environmental Microbiology Proficiency Analytical Testing Program (EMPAT)).

Evaluation of bulk/surface and air sampling data should be performed by an experienced health professional. The presence of few or trace amounts of fungal spores in bulk/surface sampling should be considered background. Amounts greater than this or the presence of fungal fragments (e.g., hyphae, and conidiophores) may suggest fungal colonization, growth, and/or accumulation at or near the sampled location.³⁰ Air samples should be evaluated by means of comparison (i.e., indoors to outdoors) and by fungal type (e.g., genera, and species). In general, the levels and types of fungi found should be similar indoors (in non-problem buildings) as compared to the outdoor air. Differences in the levels or types of fungi found in air samples may indicate that moisture sources and resultant fungal growth may be problematic.

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3. Remediation

In all situations, the underlying cause of water accumulation must be rectified or fungal growth will recur. Any initial water infiltration should be stopped and cleaned immediately. An immediate response (within 24 to 48 hours) and thorough clean up, drying, and/or removal of water damaged materials will prevent or limit mold growth. If the source of water is elevated humidity, relative humidity should be maintained at levels below 60% to inhibit mold growth.³¹ Emphasis should be on ensuring proper repairs of the building infrastructure, so that water damage and moisture buildup does not recur.

Five different levels of abatement are described below. The size of the area impacted by fungal contamination primarily determines the type of remediation. The sizing levels below are based on professional judgement and practicality; currently there is not adequate data to relate the extent of contamination to frequency or severity of health effects. **The goal of remediation is to remove or clean contaminated materials in a way that prevents the emission of fungi and dust contaminated with fungi from leaving a work area and entering an occupied or non-abatement area, while protecting the health of workers performing the abatement.** The listed remediation methods were designed to achieve this goal, however, due to the general nature of these methods it is the responsibility of the people

conducting remediation to ensure the methods enacted are adequate. The listed remediation methods are not meant to exclude other similarly effective methods. Any changes to the remediation methods listed in these guidelines, however, should be carefully considered prior to implementation.

Non-porous (e.g., metals, glass, and hard plastics) and semi-porous (e.g., wood, and concrete) materials that are structurally sound and are visibly moldy can be cleaned and reused. Cleaning should be done using a detergent solution. Porous materials such as ceiling tiles and insulation, and wallboards with more than a small area of contamination should be removed and discarded. Porous materials (e.g., wallboard, and fabrics) that can be cleaned, can be reused, but should be discarded if possible. A professional restoration consultant should be contacted when restoring porous materials with more than a small area of fungal contamination. All materials to be reused should be dry and visibly free from mold. Routine inspections should be conducted to confirm the effectiveness of remediation work.

The use of gaseous, vapor-phase, or aerosolized biocides for remedial purposes is **not** recommended. The use of biocides in this manner can pose health concerns for people in occupied spaces of the building and for people returning to the treated space if used improperly. Furthermore, the effectiveness of these treatments is unproven and does not address the possible health concerns from the presence of the remaining non-viable mold. For additional information on the use of biocides for remedial purposes, refer to the American Conference of Governmental Industrial Hygienists' document, "Bioaerosols: Assessment and Control."

3.1 *Level I: Small Isolated Areas* (10 sq. ft or less) - e.g., ceiling tiles, small areas on walls

- a. Remediation can be conducted by regular building maintenance staff. Such persons should receive training on proper clean up methods, personal protection, and potential health hazards. This training can be performed as part of a program to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200).
- b. Respiratory protection (e.g., N95 disposable respirator), in accordance with the OSHA respiratory protection standard (29 CFR 1910.134), is recommended. Gloves and eye protection should be worn.
- c. The work area should be unoccupied. Vacating people from spaces adjacent to the work area is not necessary but is recommended in the presence of infants (less than 12 months old), persons recovering from recent surgery, immune suppressed people, or people with chronic inflammatory lung diseases (e.g., asthma, hypersensitivity pneumonitis, and severe allergies).

- d. Containment of the work area is not necessary. Dust suppression methods, such as misting (not soaking) surfaces prior to remediation, are recommended.
- e. Contaminated materials that cannot be cleaned should be removed from the building in a sealed plastic bag. There are no special requirements for the disposal of moldy materials.
- f. The work area and areas used by remedial workers for egress should be cleaned with a damp cloth and/or mop and a detergent solution.
- g. All areas should be left dry and visibly free from contamination and debris.

3.2 *Level II*: Mid-Sized Isolated Areas (10 - 30 sq. ft.) - e.g., individual wallboard panels.

- h. Remediation can be conducted by regular building maintenance staff. Such persons should receive training on proper clean up methods, personal protection, and potential health hazards. This training can be performed as part of a program to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200).
- i. Respiratory protection (e.g., N95 disposable respirator), in accordance with the OSHA respiratory protection standard (29 CFR 1910.134), is recommended. Gloves and eye protection should be worn.
- j. The work area should be unoccupied. Vacating people from spaces adjacent to the work area is not necessary but is recommended in the presence of infants (less than 12 months old), persons having undergone recent surgery, immune suppressed people, or people with chronic inflammatory lung diseases (e.g., asthma, hypersensitivity pneumonitis, and severe allergies).
- k. The work area should be covered with a plastic sheet(s) and sealed with tape before remediation, to contain dust/debris.
- l. Dust suppression methods, such as misting (not soaking) surfaces prior to remediation, are recommended.
- m. Contaminated materials that cannot be cleaned should be removed from the building in sealed plastic bags. There are no special requirements for the disposal of moldy materials.
- n. The work area and areas used by remedial workers for egress should be HEPA vacuumed (a vacuum equipped with a High-Efficiency Particulate Air filter) and cleaned with a damp cloth and/or mop and a detergent solution.
- o. All areas should be left dry and visibly free from contamination and debris.

3.3 *Level III*: Large Isolated Areas (30 - 100 square feet) - e.g., several wallboard panels.

A health and safety professional with experience performing microbial investigations should be consulted prior to remediation activities to provide oversight for the project.

The following procedures *at a minimum* are recommended:

- p. Personnel trained in the handling of hazardous materials and equipped with respiratory protection, (e.g., N95 disposable respirator), in accordance with the OSHA respiratory protection standard (29 CFR 1910.134), is recommended. Gloves and eye protection should be worn.
- q. The work area and areas directly adjacent should be covered with a plastic sheet(s) and taped before remediation, to contain dust/debris.
- r. Seal ventilation ducts/grills in the work area and areas directly adjacent with plastic sheeting.
- s. The work area and areas directly adjacent should be unoccupied. Further vacating of people from spaces near the work area is recommended in the presence of infants (less than 12 months old), persons having undergone recent surgery, immune suppressed people, or people with chronic inflammatory lung diseases (e.g., asthma, hypersensitivity pneumonitis, and severe allergies).
- t. Dust suppression methods, such as misting (not soaking) surfaces prior to remediation, are recommended.
- u. Contaminated materials that cannot be cleaned should be removed from the building in sealed plastic bags. There are no special requirements for the disposal of moldy materials.
- v. The work area and surrounding areas should be HEPA vacuumed and cleaned with a damp cloth and/or mop and a detergent solution.
- w. All areas should be left dry and visibly free from contamination and debris.

If abatement procedures are expected to generate a lot of dust (e.g., abrasive cleaning of contaminated surfaces, demolition of plaster walls) or the visible concentration of the fungi is heavy (blanket coverage as opposed to patchy), then it is recommended that the remediation procedures for Level IV are followed.

3.4 *Level IV*: Extensive Contamination (greater than 100 contiguous square feet in an area)

A health and safety professional with experience performing microbial investigations should be consulted prior to remediation activities to provide oversight for the project. The following procedures are recommended:

- x. Personnel trained in the handling of hazardous materials equipped with:
 - i. Full-face respirators with high efficiency particulate air (HEPA) cartridges
 - ii. Disposable protective clothing covering both head and shoes
 - iii. Gloves
- y. Containment of the affected area:
 - i. Complete isolation of work area from occupied spaces using plastic sheeting sealed with duct tape (including ventilation ducts/grills, fixtures, and any other openings)
 - ii. The use of an exhaust fan with a HEPA filter to generate negative pressurization
 - iii. Airlocks and decontamination room
- z. Vacating people from spaces adjacent to the work area is not necessary but is recommended in the presence of infants (less than 12 months old), persons having undergone recent surgery, immune suppressed people, or people with chronic inflammatory lung diseases (e.g., asthma, hypersensitivity pneumonitis, and severe allergies).
- aa. Contaminated materials that cannot be cleaned should be removed from the building in sealed plastic bags. The outside of the bags should be cleaned with a damp cloth and a detergent solution or HEPA vacuumed in the decontamination chamber prior to their transport to uncontaminated areas of the building. There are no special requirements for the disposal of moldy materials.
- bb. The contained area and decontamination room should be HEPA vacuumed and cleaned with a damp cloth and/or mop with a detergent solution and be visibly clean prior to the removal of isolation barriers.
- cc. Air monitoring should be conducted prior to occupancy to determine if the area is fit to reoccupy.

3.5 Level V: Remediation of HVAC Systems

3.5.1 A Small Isolated Area of Contamination (<10 square feet) in the HVAC System

- dd. Remediation can be conducted by regular building maintenance staff. Such persons should receive training on proper clean up methods, personal protection, and potential health hazards. This training can be performed as part of a program to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200).
- ee. Respiratory protection (e.g., N95 disposable respirator), in accordance with the OSHA respiratory protection standard (29 CFR 1910.134), is recommended. Gloves and eye protection should be worn.
- ff. The HVAC system should be shut down prior to any remedial activities.

- gg. The work area should be covered with a plastic sheet(s) and sealed with tape before remediation, to contain dust/debris.
- hh. Dust suppression methods, such as misting (not soaking) surfaces prior to remediation, are recommended.
- ii. Growth supporting materials that are contaminated, such as the paper on the insulation of interior lined ducts and filters, should be removed. Other contaminated materials that cannot be cleaned should be removed in sealed plastic bags. There are no special requirements for the disposal of moldy materials.
- jj. The work area and areas immediately surrounding the work area should be HEPA vacuumed and cleaned with a damp cloth and/or mop and a detergent solution.
- kk. All areas should be left dry and visibly free from contamination and debris.
- ll. A variety of biocides are recommended by HVAC manufacturers for use with HVAC components, such as, cooling coils and condensation pans. HVAC manufacturers should be consulted for the products they recommend for use in their systems.

3.5.2 Areas of Contamination (>10 square feet) in the HVAC System

A health and safety professional with experience performing microbial investigations should be consulted prior to remediation activities to provide oversight for remediation projects involving more than a small isolated area in an HVAC system. The following procedures are recommended:

- mm. Personnel trained in the handling of hazardous materials equipped with:
 - i. Respiratory protection (e.g., N95 disposable respirator), in accordance with the OSHA respiratory protection standard (29 CFR 1910.134), is recommended.
 - ii. Gloves and eye protection
 - iii. Full-face respirators with HEPA cartridges and disposable protective clothing covering both head and shoes should be worn if contamination is greater than 30 square feet.
- nn. The HVAC system should be shut down prior to any remedial activities.
- oo. Containment of the affected area:
 - i. Complete isolation of work area from the other areas of the HVAC system using plastic sheeting sealed with duct tape.
 - ii. The use of an exhaust fan with a HEPA filter to generate negative pressurization.
 - iii. Airlocks and decontamination room if contamination is greater than 30 square feet.

- pp. Growth supporting materials that are contaminated, such as the paper on the insulation of interior lined ducts and filters, should be removed. Other contaminated materials that cannot be cleaned should be removed in sealed plastic bags. When a decontamination chamber is present, the outside of the bags should be cleaned with a damp cloth and a detergent solution or HEPA vacuumed prior to their transport to uncontaminated areas of the building. There are no special requirements for the disposal of moldy materials.
- qq. The contained area and decontamination room should be HEPA vacuumed and cleaned with a damp cloth and/or mop and a detergent solution prior to the removal of isolation barriers.
- rr. All areas should be left dry and visibly free from contamination and debris.
- ss. Air monitoring should be conducted prior to re-occupancy with the HVAC system in operation to determine if the area(s) served by the system are fit to reoccupy.
- tt. A variety of biocides are recommended by HVAC manufacturers for use with HVAC components, such as, cooling coils and condensation pans. HVAC manufacturers should be consulted for the products they recommend for use in their systems.

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4. Hazard Communication

When fungal growth requiring large-scale remediation is found, the building owner, management, and/or employer should notify occupants in the affected area(s) of its presence. Notification should include a description of the remedial measures to be taken and a timetable for completion. Group meetings held before and after remediation with full disclosure of plans and results can be an effective communication mechanism. Individuals with persistent health problems that appear to be related to bioaerosol exposure should see their physicians for a referral to practitioners who are trained in occupational/environmental medicine or related specialties and are knowledgeable about these types of exposures. Individuals seeking medical attention should be provided with a copy of all inspection results and interpretation to give to their medical practitioners.

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Conclusion

In summary, the prompt remediation of contaminated material and infrastructure repair must be the primary response to fungal contamination in buildings. The simplest and most expedient remediation that properly and safely removes fungal growth from buildings should be used. In all situations, the underlying cause of water accumulation must be rectified or the fungal growth will recur. Emphasis should be placed on preventing contamination through proper building maintenance and prompt repair of water damaged areas. Widespread contamination poses much larger problems that must be addressed on a case-by-case basis in consultation with a health and safety specialist. Effective communication with building occupants is an essential component of all remedial efforts. Individuals with persistent health problems should see their physicians for a referral to practitioners who are trained in occupational/environmental medicine or related specialties and are knowledgeable about these types of exposures.

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Acknowledgments

The New York City Department of Health would like to thank the following individuals and organizations for participating in the revision of these guidelines. Please note that these guidelines do not necessarily reflect the opinions of the participants nor their organizations.

Name	Company/Institution
Dr. Susan Klitzman	Hunter College
Dr. Philip Morey	AQS Services, Inc
Dr. Donald Ahearn	Georgia State University
Dr. Sidney Crow	Georgia State University
Dr. J. David Miller	Carleton University
Dr. Bruce Jarvis	University of Maryland at College Park
Mr. Ed Light	Building Dynamics, LLC

Dr. Chin Yang	P&K Microbiology Services, Inc
Dr. Harriet Burge	Harvard School of Public Health
Dr. Dorr Dearborn	Rainbow Children's Hospital
Mr. Eric Esswein	National Institute for Occupational Safety and Health
Dr. Ed Horn	The New York State Department of Health
Dr. Judith Schreiber	The New York State Department of Health
Mr. Gregg Recer	The New York State Department of Health
Dr. Gerald Llewellyn	State of Delaware, Division of Public Health
Mr. Daniel Price	Interface Research Corporation
Ms. Sylvia Pryce	The NYC Citywide Office of Occupational Safety and Health
Mr. Armando Chamorro	Ambient Environmental
Ms. Marie-Alix d'Halewyn	Laboratoire de santé publique du Québec
Dr. Elissa A. Favata	Environmental and Occupational Health Associates
Dr. Harriet Ammann	Washington State Department of Health
Mr. Terry Allan	Cuyahoga County Board of Health

We would also like to thank the many others who offered opinions, comments, and assistance at various stages during the development of these guidelines.

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(April 2000) January 2002

EXHIBIT “F”

REMEDIATION PROCEDURES

- If Owner directs the Manager to remediate any alleged Microbial Contamination, all such remediation shall be performed by an Owner-approved mold remediator in accordance with the most stringent of the New York City Guidelines, such other accepted industry standard, or Applicable Laws.
- Sampling and testing are to proceed only upon the written direction of the Owner. All directed sampling or testing shall be conducted solely by an Owner-approved mold or environmental assessor.